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

A G E N D A

URBAN RENEWAL AGENCY OF THE CITY OF KEIZER

Monday, July 6, 2009
6:30 p.m.
Keizer Civic Center - Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PUBLIC TESTIMONY**

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

4. **PUBLIC HEARING**

5. **ADMINISTRATIVE ACTION**

   a. **Town and Country Grant Application**

   b. **Authorizing City Manager to Enter Agreement for Redesign of Civic Center Kitchen**

6. **CONSENT CALENDAR**

7. **OTHER BUSINESS**

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

8 **AGENDA INPUT**

9. **ADJOURN**

URBAN RENEWAL AGENCY MEETING: JULY 6, 2009

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

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

FROM: **SAM LITKE, SENIOR PLANNER**

SUBJECT: **Design Grant Application for Town and Country Bowling Lanes**

ATTACHMENTS:

- **Grant application**

BACKGROUND:

On June 24th the Keizer Urban Renewal Board unanimously approved a grant request submitted by Marti Smith, on behalf of Town and Country Bowling Lanes, for funding to develop design and construction plans for: a) landscaping and sidewalk relocation along the frontage with River Road; and, b) façade improvements of the Town and Country building. This grant request is unique in that it does not at this time seek funding for the actual project improvements rather to develop the plans for each of those projects. Once the plans are developed they will apply for consideration for future funding.

KURB recommends that Town and Country be funded as follows:

Landscape / Sidewalk Phase – 100% funded

Design plans	$1,890
Construction plans	$2,430
Landscaping plans	$2,000
Sub total	$6,320

Building façade – 50% funded

Design plans	$1,080
Construction plans	$1,128
Sub total	$2,208
TOTAL	$8,528

RECOMMENDATION:

Staff recommends the Urban Renewal Agency approve a grant to allow Town and Country to prepare the design and construction plans for a sidewalk / landscaping project, and for façade improvements in the amount of **$8,528** subject to the applicant entering into a grant agreement with the city.

CITY OF KEIZER
URBAN RENEWAL GRANT APPLICATION

Type of Grant Requested
(Please check one)
☒ Sidewalk & Landscaping Improvements
☒ Building Façade Improvements
<DESIGN PHASE ONLY>

Grant Terms Requested
(Please check one)
☐ $1 to $1 Match (Typical)
☒ Other Methodology (*see next page)

Applicant Name

LAURA MARSHALL

Address, City, Zip & Phone Number

3500 RIVER ROAD NORTH
KEIZER OR 97303
Phone 503.390.2221; CELL 5039492875
Fax 503.390.6994
Email laura@tandcbowl.net

Business Name

TOWN & COUNTRY LANES

Address, City, Zip, & Phone Number

3500 RIVER ROAD NORTH
KEIZER OR 97303
Phone 503.390.2221
Fax 503.390.6994
Email laura@tandcbowl.net

Project Description

TO UPGRADE THE LANDSCAPING & MODERNIZE THE PARKING STRUCTURE & SIDEWALK ACCESS SURROUNDING THE LANES. THESE CHANGES WOULD TAKE THE APPEARANCE OF TOWN & COUNTRY LANES (ALSO SOUTH KEIZER!) FROM LOOKING LIKE A FADED INDUSTRIAL AREA INTO A MORE PLUSH FAMILY ENVIRONMENT.

Please submit the following along with this form:
1. Site and Landscaping Design Plan
2. Copies of at least three bids for the work to be completed

**Urban Renewal Grants are typically awarded on a 1 to 1 cost sharing basis meaning that the grant will match $1 for each $1 the property owner puts into the project. The Keizer Urban Renewal Board (KURB) may make exceptions to this standard on a case by case basis depending on the merits of the project. Please list below any additional comments to support your request for non-typical grant terms and affix any additional supporting documentation to your application.

WE ARE ASKING FOR $16800 IN DESIGN FEES WHICH WOULD ENCOMPASS BOTH THE LANDSCAPING & BUILDING FACADE PHASES. IN ADDITION WE ARE HOPING WITH K.U.R.B.'S HELP TO ACCOMPLISH 100% FUNDING FOR THE REHABILITATION OF T&C LANES RIVER RD. FRONTAGE PROPERTY (TO INCLUDE ENHANCEMENTS TO THE LANDSCAPING DESIGN, THE DEVELOPMENT OF A MORE CREATIVE "PEDESTRIAN PATHWAY" & MODERNIZING THE EXISTING PARKING LOT). WE

I, the undersigned, agree to abide by the terms and conditions set forth by the Keizer Urban Renewal Board (KURB) and the City of Keizer and to fulfill my obligations in relation to the Keizer Urban Renewal Grant program.

Applicant Signature

6.24.9
Date

Staff Comment:

☐ Approved ☐ Not approved

City of Keizer
Community Development Director

Date

KURB Chair Person

Date

WOULD LIKE THIS TO INCLUDE ADDING A SIDEWALK ALONG OUR GARLAND STREET PROPERTY WHICH DECREASES THE "INDUSTRIAL AREA" FEEL.

Town & Country Lanes has the goal of building a thriving bowling business through increasing the enthusiasm for the sport of bowling by: nonprofit and community partnering, health and education programs and activities which promote youth mentoring and the strengthening of family bonds in a safe environment. All of our employees who work with children have passed a mandatory criminal background check to uphold our belief in a safe family environment. When we look at our mission statement within the context of benefiting the city of Keizer our business development has 4 categories:

1.Marketing bowling as a sporting event: Keizer is striving to be recognized as a youth's sports and tournament hub. Town & Country Lanes can act as an ambassador and introduce visitors to other sporting options; thereby increasing the tourism dollar for the city. We are networking with several North Salem Hotels who are referring their guests into the Keizer community for entertainment.

2. Drawing in Keizer residents and additional communities for entertainment and enrichment through open play bowling and various community enrichment events know as "Living History Days"; thereby increasing the tourism dollar for the city.

3. Supporting our local Keizer businesses through cross marketing and supporting nonprofits through fund raising and/or group discounts to their members which increases the livability of our community.

4. Supporting the Salem/Keizer School District. Town & Country Lanes is the school district's only P.E. Bowling Program and the founder/sole sponsor of the school district's "Turn a Round Achievement Awards", which is now in it's 15th year.

We are asking for $6800 in design fees for Phase 1, which we consider to be the "Landscape/Parking Lot Improvement" and Phase 2, which we consider to be the "Building Façade Improvement". In addition we are hoping with KURB's help to

accomplish 100% funding for the rehabilitation of Town & Country Lanes River Road frontage property (to include enhancements to the landscaping design, the development of a more creative "pedestrian pathway" and modernizing the existing parking lot). We would like this to include adding a sidewalk along our Garland Street property which decreases the "industrial area" feel. Our business is hoping to move forward with the "Landscaping/Parking Lot Improvement" phase by fall of 2009. The "Building Façade Improvement" phase will have to be delayed until the slower part of the bowling season which will be in the summer of 2010.

Our recent increase in partnerships with the non-profit organizations (many of whom have not been "regranted" their government aid), the December "snow crisis" (bowling is a winter sport, but not that much "winter". The snow decreased the profit which we use to get through the summer) and our national recession have more than dramatically tapped the resources which we had set a side for building and/or landscaping beautification purposes. Town and Country Lanes employs 27 local Keizer residents which then supports local Keizer families. As a business we made the decision to keep all of our staff on board, all of whom are essential to the performance of the bowling business.

KURB's grant for landscaping and sidewalk improvement, which if funded at 100%, will allow us to continue our business development; thereby helping us to accumulate the funds necessary to match the Building Façade Improvement Grant. We are also in the process of applying for grant monies from Marion County and we are receiving grant writing assistance from JoAnne Beilke, Chamber of Commerce. Town & Country Lanes was voted the #1 bowling lane in the Willamette Valley with over 400,000 votes cast. The city of Keizer has the ability to draw business from outside of our local community (such as North, South & West Salem, the Newberg area, Albany area, etc.) which means not only tourism dollars spent but the possibility of acquiring new city residents as a result of our community's livability.

As mentioned earlier, our business development pathway has 4 categories: marketing bowling as a sport, drawing families & the community into local entertainment and events, local business and nonprofit support thru cross/marketing and fund raising, and support of the Salem/Keizer School District programs which directly impact the youth, who are the future community for Keizer, Oregon. By building our business in each category we are contributing to Keizer's wealth by adding tourism dollars to the coffers and more importantly the possibility of new residents to our community....which brings additional tax revenue and dollars spent within the local economy. The marketing of bowling as a sport has an infinite clientele....it is probably the only family sport which playfully spans from the very young to the very old and can include the physically/emotionally challenged with ease. Therefore, the current presence and the future upgrade of Town & Country Lanes as a business is almost quintessential for Keizer when presenting our city's entertainment features.

We have attached a list of our partnerships and business development efforts. Thank-you for your consideration in advance of this matter.

Sincerely,

Laura Marshall
Town & Country Lanes
General Manager

Mardi Smith
Promotions/Community Relations Manager

CARLSON VEIT
ARCHITECTS PC
ARCHITECTURE • INTERIOR DESIGN

April 3, 2009 *(Revised April 27, 2009)*

Laura Marshall
Town & Country Lanes
3500 River Road N
Keizer, Oregon 97303

Re: Building Exterior Remodel and Parking Lot Revisions

Dear Ms. *Marshall*:

Thank you for the opportunity to submit this proposal for architectural services for the proposed exterior remodel of your existing building and revised parking lot and landscaping. We will be working with Sahlstrom Design for landscape and irrigation system design.

SCOPE OF THE PROJECT
My understanding of the project is the remodel of the west (front) façade of the existing building to update the appearance, and add entry canopies at the main entrance, lottery entrance and café entrance. Also included in the building remodel will be upgrades for accessibility. No significant work is anticipated at the north and south exterior walls except for a new trash enclosure at the southwest corner of the building.

Also included in the project is the revision of the existing parking lot layout. Changes will include re-locating the coffee kiosk and drive-thru lane, changing parking space orientation to 90°, re-striping, new curbs and landscape areas. The City of Keizer will be installing a new curb, sidewalk and widening the street at Apple Blossom along your south property line.

I understand that funding for the proposed improvements will be from grants obtained through the City of Keizer Urban Renewal and Marion County. The project will be designed to meet the intent of the Keizer River Road Renaissance program.

SCOPE OF SERVICES
Design Phase:

1. Conduct an on-site investigation of the facility to measure and photograph the site and building to determine existing dimensions and conditions.
2. Based on the original building blueprints and our on-site verification of the building and site, produce a set of as-built drawings to be used as a basis for design of the project.
3. Conduct detailed code research including zoning, building, and fire code requirements that will affect design of the project.
4. Based on the information previously provided and with additional input from you and Laura, develop a schematic design for the project. Schematic design documents will include site plan and exterior elevations illustrating the general design concept with proposed major structural materials, finishes and dimensions noted.
5. Two meetings with you to develop the schematic design to a point where it can be approved.
6. Develop a preliminary statement of probable construction cost.

Construction Documents Phase:

1. Based on the approved design documents, develop construction documents consisting of working drawings, outline specifications and other documents that will set forth the detailed requirements for construction of the project. Our documents will include schematic electrical and lighting plans.

2. Two design review meetings with you to review progress of construction document development and to make final design decisions.
3. Provide progress drawings as required throughout the construction documents phase. Provide 95% complete sets for final approval. Make final revisions as required.
4. Provide a final complete set of drawings and specifications for all disciplines as required for bidding, plan review and permits, and for construction.
5. Submit construction documents to the City of Keizer for plan review and permits. Monitor the progress of the documents through the plan review process. Provide additional information to city officials as required to complete the plan review process and issue permits.

Bidding Phase:

1. Assist in handling of bidding documents and materials. Services will include coordination of reproduction services and distribution of documents.
2. Prepare addenda, supplementary drawings, and notices that change the bidding schedule or procedures. Answer questions that may arise during the bidding phase from the project representative and bidders.
3. Attend a pre-bid conference at the project site. Conduct a tour of the project site and answer questions that the bidders may have.
4. Attend the bid opening and assist the owner in selection of a contractor and bid alternatives, if any.
5. Review requests for substitution proposed by bidders and issue approvals in addenda.
6. Prepare supplementary drawings if required and answer questions that may arise during the bidding phase.

Construction Phase:

1. Up to three site visits during construction to monitor progress of the work and answer questions from you or the contractor. We will be available by phone should any questions arise during construction.
2. Prepare supplemental drawings, specifications, and document interpretations in response to requests for information from you or the contractor.
3. Project closeout services including inspection of the project and development of a substantial completion punch list itemizing work to be completed or corrected.

EXCLUSIONS

Some customary construction phase services are not included in this proposal. They will likely not be needed because of the size and nature of this project. These services include the following:

1. Preparation of construction contracts.
2. Site observation reports.
3. Approval of subcontractor's applications for payment.
4. Preparation of change orders.
5. Review of closeout documents such as as-built drawings, operations and maintenance information and warranties.

The following are not included in the scope of this proposal:

1. Electrical design and engineering.
2. Special inspection and testing services.
3. Pre-application meeting with city or county officials.
4. Civil engineering.

5. Site surveying.
6. Geotechnical/soils survey and report.
7. Traffic impact analysis.
8. Environmental survey and report.

If required, the above listed services can be provided for an additional fee.

COMPENSATION:
I propose to work on an hourly rate basis according to the attached "Professional Services Fee Schedule" to an estimated maximum fee as follows:

Parking Lot and Landscaping:	
Architectural:	
Design Phase:	*$1,890.00*
Construction Documents Phase:	*$2,430.00*
Bidding Phase:	*$ 270.00*
Construction Phase:	*$ 810.00*
Landscape Design Allowance:	$2,000.00
Total:	$7,400.00
Building Façade Remodel:	
Design Phase:	*$2,160.00*
Construction Documents Phase:	*$2,257.00*
Bidding Phase:	*$ 773.00*
Construction Phase:	*$ 980.00*
Total:	$6,170.00

These figures will not be exceeded without prior authorization from you. I have included an allowance for landscape design since I did not have time to obtain a formal proposal from a landscape architect or designer.

In addition, reimbursable expenses as listed on the attached "Professional Services Fee Schedule" will be billed to the project.

Fees will be billed monthly over the course of the project based on the number of staff hours invested in the project for the month plus reimbursable expenses. Additional services, if any, will be billed according to the hourly rates listed on the attached schedule. I do not anticipate the need for any additional sub-consultants on this project, however of any are needed their fees will be billed at 1.10 times the amount billed to Carlson Veit.

SCHEDULE
We anticipate completing the design phase within three weeks after notice to proceed. We anticipate that completion of the construction documents will take up to four weeks after approval of the design phase drawings. These time frames assume that decisions and approvals are received in a timely manner. Permitting may take up to four weeks.

We look forward to working with you on this project. Please call me if you have any questions or if you need additional information.

If this proposal is acceptable, please let me know and I will prepare a standard Owner-Architect Agreement for your review and signature.

Sincerely,

Craig D. Carlson, AIA, CSI

Enclosure

URBAN RENEWAL AGENCY MEETING: July 6, 2009

AGENDA ITEM NUMBER:_____

TO: **AGENCY CHAIR AND MEMBERS**

FROM: **CHRISTOPHER C. EPPLEY**
CITY MANAGER

SUBJECT: **CIVIC CENTER KITCHEN REDESIGN FEE FOR ARCHITECTURAL SERVICES**

BACKGROUND

The nature of the Community Center space has evolved over the past year since the design phase and throughout the construction phase as potential end-users have expressed a higher than previously thought interest in using the space for larger events and/or small to medium sized single and multi-day conferences. This is opposed to the smaller ad-hoc community related events previously envisioned and designed for. As such, many caterers in our region who have an interest in identifying the Keizer Community Center as a location of choice for their events have urged a redesign of the kitchen space toward a more commercial application versus the strictly catering or warming kitchen that was specified in the construction documents.

Group Mackenzie, the project architects for the Civic Center, were asked to provide a proposal based on time and materials not to exceed an agreed upon amount for the re-design of the kitchen space, potentially including adding on to the current structure, and providing an additional access from the kitchen on the West side of the structure to the North Lobby that services the Community Center rooms. I have provided a copy of the Group Mackenzie proposal for your review.

The design work in this proposal will allow us to bid the kitchen as a separate project from the existing Civic Center construction. The construction of the kitchen can either be accomplished now or at a later date once pricing is identified and a funding package is developed. Whether or not to move forward with construction of the redesigned kitchen will be a separate decision at a future Urban Renewal Agency Meeting.

The addition of this work would require an amendment to the adopted FY 2010-11 Urban Renewal budget to accommodate the professional architect/engineering and associated services for the project. Susan Gahlsdorf, Finance Director does not believe this budget amendment will impact the time frame for closing the existing Urban Renewal district.

RECOMMENDATION

Staff recommends that the Urban Renewal Agency authorize the City Manager to enter into the attached agreement with Group Mackenzie for additional professional services to redesign the Keizer Community Center catering/warming kitchen to a more professional standard capable of being utilized to prepare food on site for events of 450 to 625 guests. Staff also recommends that the City Council direct staff to develop an amendment to the adopted FY 2010-11 Urban Renewal Budget adding $80,000 to the Civic Center line item for professional architect/engineering and associated services for the kitchen redesign.

GROUP MACKENZIE

ADDITIONAL SERVICES AGREEMENT

June 30, 2009

City of Keizer
Attention: Chris Eppley
930 Chemawa Rd NE
Keizer, OR 97307

RE: **Keizer**
Kitchen Expansion
Project Number 2060403.09

Dear Chris:

In accordance with your request, we will perform the tasks outlined below for subject project. It is agreed that these tasks will be provided as Additional Services in accordance with our original agreement for this project, dated November 9, 2006.

> Design, permit procurement and construction contract administration of a new kitchen expansion for the community rooms/conference center as described in our proposal dated June 29, 2009 (Attachment A).

Exclusions:

- Floor vibration analysis and design for footfall impact
- Materials testing/special inspections
- Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project
- Equipment support systems
- Appeals, variances, public hearings, land use approvals
- Marketing materials
- Construction cost estimating
- Special permits
- As-built certification to local jurisdiction
- Vibration analysis and design
- Acoustical analysis and design
- LEED Certification Services

Our fees for the services outlined above will be billed on an hourly basis in accordance with the attached Hourly Billing Rate Schedule and will not exceed a guaranteed maximum of $75,145.

All other provisions of our original agreement for this project apply to these services.

Please confirm your approval by signing in the space provided below and returning a copy of this letter. If you have any questions, please call.

GROUP MACKENZIE

Jeff Rhys Humphreys, Architect
Associate Principal

OWNER

By _____

Title: _____

Enclosures: Hourly Billing Rate Schedule

c: Accounting Department

GROUP
MACKENZIE
PORTLAND, OR | SEATTLE, WA | VANCOUVER, WA
RiverEast Center | 1515 Water Avenue, Suite 100 | Portland, OR 97214
PO. Box 14310 | Portland, OR 97293
T: 503.224.9560 | F: 503.228.1285 | www.groupmackenzie.com

HOURLY BILLING RATE SCHEDULE*

PRINCIPALS	$135 – $200
ARCHITECTURE	
Senior Project Designer	$135 – $165
Senior Project Manager/Landscape Architecture	$115 – $130
Senior Project Manager	$120 – $150
Project Designer	$105 – $120
Project Manager	$ 90 – $115
Project Architect	$ 90 – $110
Senior Project Coordinator	$ 90 – $110
Job Captain	$ 70 – $ 90
Project Coordinator	$ 75 – $ 95
Draftsperson III/Designer	$ 55 – $ 75
Draftsperson II/Designer	$ 45 – $ 70
Draftsperson I	$ 30 – $ 55
ENGINEERING	
Senior Project Manager	$130 – $155
Project Manager	$ 85 – $135
Project Engineer	$ 80 – $100
Designer/Technician	$ 65 – $100
Designer/Drafter	$ 50 – $ 75
Junior Engineer/Drafter	$ 30 – $ 50
Traffic Counter	$ 25 – $ 35
PLANNING	
Senior Project Manager/Planner	$100 – $150
Project Manager/Planner	$ 80 – $110
Planner/GIS Specialist	$ 60 – $ 90
Planner	$ 60 – $ 90
Permit Coordinator	$ 50 – $ 65
Assistant Planner	$ 50 – $ 65
INTERIOR DESIGN	
Senior Project Manager/Senior Interior Designer	$115 – $130
Project Manager/Senior Interior Designer	$ 70 – $115
Project Coordinator/Interior Designer	$ 70 – $ 85
Job Captain/Interior Designer	$ 65 – $ 80
Interior Designer	$ 60 – $ 85
Assistant Interior Designer	$ 50 – $ 65
ADMINISTRATION	
Administrator	$ 45 – $115
Project Administrator	$ 70 – $100
Word Processor	$ 50 – $ 75
Secretary/Records Clerk	$ 30 – $ 65
Expeditor	$ 35 – $ 50

*Subject to change November 1, 2009

ATTACHMENT A

GROUP MACKENZIE

June 18, 2009 ***(Revised June 29, 2009)***

City of Keizer
Attention: Chris Eppley, City Manager
930 Chemawa Road NE
Keizer, OR 97307

Re: **Keizer City Hall and Police**
Catering Kitchen Expansion
Project Number 2060403.09

Dear Chris:

We are please to submit this proposal for professional architectural and engineering services for design and construction of the catering kitchen expansion for the Keizer Civic Center. Group Mackenzie will provide architectural design, structural engineering, interior design, civil engineering and landscape architecture. Mechanical, electrical, and plumbing engineering will be provided by our consultant Interface Engineering. Food service design will be provided by our consultant Bargreen Ellingson.

PROJECT UNDERSTANDING

The project entails design evaluation and integration of a catering kitchen addition to the west side of the existing Keizer Civic Center. The project will commence with building massing studies of the addition to allow seamless integration of the 1,500 SF to 2,000 SF building with the character and aesthetics of the existing facility. Design will also include modifications to the existing catering kitchen, service drive and trash/recycling enclosure. Expansion of the catering kitchen will be designed to offer full kitchen facilities to temporary food services. The program will include kitchen food preparation, dry good storage, dishware storage, dishwashing facilities, staging space and required circulation.

SCOPE OF SERVICES

Phase I – Conceptual Design
Conceptual design services will include the congruent efforts of evaluation and design of the expansion massing, while working with the owner and food service designer to identify and layout the kitchen space plan. Two meetings will occur with the owner, the first to identify the project parameters and facility expectations, and the second to present and obtain approval of the conceptual design package. An interim review set will be transmitted electronically for owner evaluations during the design process to allow incorporation of design modifications prior to the second meeting for presentation/review and approval.

Phase II – Construction Documents
Once approval of the conceptual design package occurs, the team will continue onto construction documentation. Construction documents will include refinement of floor plans, equipment plans, elevations and architectural detailing. Structural evaluation of the existing facility will need to be taken into consideration as the engineering is prepared and completed.

RiverEast Center | 1515 SE Water Avenue, Suite 100 | Portland, OR 97214
P.O. Box 14310 | Portland, OR 97293
Tel: 503.224.9560 Web: www.grpmack.com Fax: 503.228.1285

Group Mackenzie, Incorporated
Architecture
Interiors
Structural Engineering
Civil Engineering
Land Use Planning
Transportation Planning
Landscape Architecture

Locations:
Portland, Oregon
Seattle, Washington
Vancouver, Washington

A cost estimate will be prepared by Emerick Construction once final approval of the construction documents has been received. The construction document package will include:

1. Specifications and Structural Calculations
2. Floor/Finish Plans and Schedule
3. Equipment Plan and Schedule
4. Reflected Ceiling and Roof Plans
5. Building Elevations, Sections and Wall Sections
6. Architectural Details
7. Trash/Recycling Enclosure Plan and Details
8. Canopy/Trellis Detailing
9. Structural Plans: Footing Plan and Framing Plans
10. Structural Details
11. Mechanical, Electrical and Plumbing Plans
12. Mechanical Details
13. Interior Wall Elevations and Casework Detailing
14. Equipment Cut Sheets

Phase III – Permitting and Construction Contract Administration
Once approval of the construction document package and pricing, the team will submit all required documentation to the responsible jurisdiction for permitting. Following permitting and approval, the package will be provided to the general contractor for construction. Tasks in this phase include:

1. Permit Submission and Jurisdictional Review Meetings as Required
2. Permit Addenda
3. Construction Coordination of Contractor Requests for Information
4. Construction Coordination of Submittal Review
5. Final Review and Punch List

SCHEDULE

We anticipate the schedule for this phase of services will be as follows:

1. Receive approval from the City of Keizer to proceed with design services as outlined.
2. Group Mackenzie will contract food service design consultants and schedule a preliminary design meeting to occur within the following week.
3. Following the preliminary design meeting, Group Mackenzie will coordinate with consultants to develop a preliminary floor plan and building massing design (2-3 weeks).
4. Once the preliminary documents are complete, an interim package will be electronically provided for owner review and comment (3 days for review).
5. Group Mackenzie will incorporate review comments and complete design development documents for presentation and approval at a second meeting (2 weeks).
6. Once approval is received, Group Mackenzie will complete construction documentation for pricing and permitting (1-2 weeks).
7. Once construction documents are complete, Group Mackenzie will release the package for pricing and owner approval (3 days for pricing and review).

8. Group Mackenzie will review pricing with the City and incorporate any final modifications into the documents (1 week).
9. Once documents are modified and pricing is approved, Group Mackenzie will issue the documents for permitting (3-4 weeks for permitting).
10. Upon permit approval, the permit documents will be pulled and Group Mackenzie will coordinate with the general contractor to commence construction.

Overall, we anticipate the duration for the project will be 7 to 9 weeks from notice to proceed to permit submittal, with plan review taking approximately 3 to 4 weeks.

FEE

Our fee for the scope of services described above is:

Architectural Design Services:	$32,395
Food Service Design Services:	$16,500
Structural Engineer:	$12,000
Civil Engineer and Landscape Architect:	$3,000
Mechanical, Electrical and Plumbing Engineer:	$8,250
Reimbursable Expenses:	$3,000
Total Not-to-Exceed Fee:	**$75,145**

Reimbursable expenses are included in the fee amount and will be billed at cost plus 10%.

We look forward to working with you on this project. If this proposal meets your approval, we will prepare an agreement for your signature. Please call if you have any questions.

Sincerely,

Jeff Rhys Humphreys, Architect
Director of Architecture

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, July 6, 2009
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC TESTIMONY**

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

5. **PUBLIC HEARINGS**

   a. **RESOLUTION – Authorizing Charges for Keizer Police Time for Special Events**

6. **ADMINISTRATIVE ACTION**

   a. **RESOLUTION – Authorizing Exemption from Water Charges for Certain Governmental Uses**

   b. **RESOLUTION – Adopting Policies for Neighborhood Association Funding**

   c. **RESOLUTION – Authorizing the Mayor to Sign the Oregon Public Service Retirement Plan Coverage Agreement to Expand PERS Participation**

   d. **RESOLUTION – Adopting Rates for the Civic Center Community Rooms**

7. **CONSENT CALENDAR**

   a. **RESOLUTION – Ratifying a Collective Bargaining Agreement and Authorizing the City Manager to Enter Collective Bargaining**

Agreement with the Laborers International Union of North America, Local 320

b. **Approval of May 18, 2009 Regular Session Minutes**

c. **Approval of June 1, 2009 Regular Session Minutes**

8. **COMMITTEE REPORTS**

a. **PROCLAMATION – Recognition of McNary High School 6A Baseball State Championship**

b. **If I Were Mayor Contest Winner – Taylor Chappell**

c. **Appointment to Keizer Points of Interest Committee**

9. **OTHER BUSINESS**

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

a. **New Business or Old Business Issues**

10. **WRITTEN COMMUNICATIONS**

To inform the Council of significant written communications.

11. **AGENDA INPUT**

July 13, 2009
5:45 p.m. – City Council Work Session
- **KROC Center Tour**

July 20, 2009
5:45 p.m. Work Session
- **Transit District**

7:00 p.m. City Council Meeting
- **Keizer Compass Visioning Presentation**

August 3, 2009
7:00 p.m. City Council Meeting

12. **ADJOURNMENT**

CITY COUNCIL MEETING: July 6, 2009

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *RESOLUTION AUTHORIZING CHARGES FOR POLICE TIME FOR SPECIAL EVENTS*

From time to time, the police are requested to assist for private events such as large traffic events or parties. It is appropriate for Council to formally adopt an authorization for such charges. (As a public event, the Iris Festival is not charged for police time.)

The attached Resolution authorizes the City to charge $65.00 per hour/per officer plus any actual incurred incidental costs. This matter has been set for public hearing to allow input with regard to this charge.

RECOMMENDATION:

Open the public hearing and take testimony. If there are no remaining questions or concerns, adopt the attached Resolution.

Please let me know if you have any questions. Thank you.

ESJ/tmh
attachment

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2009-_____

AUTHORIZING CHARGES FOR POLICE TIME
AT PRIVATE EVENTS

WHEREAS, at certain times private groups or parties request police presence for certain events;

WHEREAS, Keizer Police Department has appeared at such events and charged the parties an appropriate fee;

WHEREAS, it is appropriate to formally authorize such charges;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Keizer Police Department is authorized to charge $65.00 per hour per officer for private events, plus actual incurred incidental costs. This service is only authorized when the use of such police time will not diminish normal staffing levels.

BE IT FURTHER RESOLVED that the Police Chief and City Manager are authorized to develop reasonable processes and procedures for use of police time for private events.

PASSED this _____ day of _____, 2009.

SIGNED this _____ day of _____, 2009.

_____
Mayor

_____
City Recorder

CITY COUNCIL MEETING: July 6, 2009

AGENDA ITEM NUMBER:_____

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

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

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

SUBJECT: ***RESOLUTION AUTHORIZING EXEMPTION FROM WATER CHARGES***

As part of the budget process, the Council directed staff to prepare a Resolution specifically authorizing certain exemptions from the use from payment of water charges. Specifically, the Council directed that City uses and uses by other governmental agencies pursuant to agreements should be exempt.

I have prepared a Resolution memorializing this pursuant to Council direction. The Resolution lists exempt City and Urban Renewal Agency uses, as well as uses expressly acknowledged exempt in memorandums of understanding and agreements with governmental agencies serving Keizer residents.

RECOMMENDATION:

Adopt the attached Resolution.

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

ESJ/tmh
attachment

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2009-_____

AUTHORIZING EXEMPTION FROM WATER CHARGES
FOR CERTAIN GOVERNMENTAL USES

WHEREAS, the Keizer City Charter requires revenue received by the Water Department be used exclusively to pay for Water Department fund expenses;

WHEREAS, the City Council has authority to interpret the Charter in a reasonable manner considering the restraints of the text and the context of the Charter language;

WHEREAS, it is appropriate to interpret the Charter and to identify certain uses that are exempt from Water Department charges;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Section 43 of the Keizer City Charter is hereby interpreted by the City Council to allow the exemption of certain governmental uses from the payment of water charges.

BE IT FURTHER RESOLVED that the following uses are exempt from all water charges:

1. City of Keizer and Keizer Urban Renewal Agency uses, including, but not limited to Civic Center, Public Works Facilities, Parks, and other City and Agency uses.
2. Uses expressly acknowledged exempt in formal memorandums of understanding and agreements with other governmental agencies that serve Keizer residents.

PASSED this _____ day of _____, 2009.

SIGNED this _____ day of _____, 2009.

_____
Mayor

_____
City Recorder

CITY COUNCIL MEETING: July 6, 2009

AGENDA ITEM NUMBER:_____

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

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

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

SUBJECT: ***RESOLUTION ADOPTING POLICIES FOR NEIGHBORHOOD ASSOCIATION FUNDING***

During the budget process, the City Council determined that the allowance for neighborhood association expenses can be expanded slightly. The current informal allowance is only for printing and postage and other communication efforts. Council determined that 90% of the neighborhood association budget still needs to be used for such efforts. However, Council allowed up to 10% of the budget to be used for "recognition" efforts. I have defined such efforts as "…may include, but are not limited to plaques, certificates, and food. Alcoholic beverages are excluded."

The City Manager recommends that the 10% allocation be simply labeled as "Other." Since it is a relatively small amount ($200 per neighborhood association), the City Manager's thought is that the neighborhood association should have the latitude to spend that amount as they see fit.

If the Council agrees with the City Manager's recommendation, I would advise amending the Resolution with regard to the 10% allocation as follows:

> Ten percent (10%) for other reasonable expenses of the neighborhood association.

RECOMMENDATION:

Take appropriate action as Council sees fit.

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

ESJ/tmh
attachment

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2009-_____

ADOPTING POLICY FOR NEIGHBORHOOD ASSOCIATION FUNDING REQUESTS

WHEREAS, the City provides financial support to neighborhood associations for printing, postage and other communication efforts;

WHEREAS, the City Council wishes to formally set forth the uses of allowed expenses and expand the allowed expenses;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the budget allocations for recognized neighborhood associations may be expended by such associations as follows:

Ninety percent (90%) for printing, postage, and other communication efforts.

Ten percent (10%) for "recognition" expenses in support of recognizing individual or group efforts in the neighborhood associations. Such "recognition" expenses may include, but are not limited to plaques, certificates, and food. Alcoholic beverages are excluded.

BE IT FURTHER RESOLVED that any direct payment of funds to neighborhood associations shall only be on a reimbursement basis after presentation of appropriate receipts.

PASSED this _____ day of _____, 2009.

SIGNED this _____ day of _____, 2009.

_____
Mayor

_____
City Recorder

CITY COUNCIL MEETING: July 6, 2009

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *PERS PARTICIPATION – REMAINING EMPLOYEES*

Machell DePina was at a conference and asked me to prepare the staff report for this matter.

In March of this year, City Council took action to shift remaining department heads to the PERS retirement plan. At such time, staff alerted Council that funding had been identified that would allow a transition to take place for the remaining non-PERS employees effective July 1, 2009. Prior to doing so, staff would need to retain a third-party legal consultant with PERS experience to evaluate the plan and its potential impact for each employee.

Machell DePina has worked with such PERS legal consultant, Everett Moreland, to evaluate the PERS retirement plan and such potential impact on individual employees. Due to the complexity of the PERS retirement system and the varying fact situation for each individual employee, some employees would not fare as well under the PERS plans. State law allows such employee to opt-out or "waive" PERS participation.

Machell DePina and Mr. Moreland have reviewed certain employee fact situations and advised employees to seek independent advice. This decision can be critical because the opt-out provision is irrevocable.

Although most of the opt-out employees have been identified, this process is not quite complete. However, due to the timing of the PERS board meeting at which the enclosed agreement would be approved, City Council needs to take action at tonight's meeting to allow approval by the PERS board for a retroactive effective date of July 1, 2009 to be implemented.

Consequently, the attached Resolution allows the Mayor to sign the PERS Coverage Agreement when the final Appendix A is complete listing the PERS-excluded employees. Staff anticipates 7 to 10 employees will opt-out of the PERS system.

RECOMMENDATION:

Adopt the attached Resolution authorizing the Mayor to sign the attached Oregon Public Employees Retirement System Coverage Agreement when the final Appendix A is attached.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2009-_____

AUTHORIZING THE MAYOR TO SIGN THE OREGON PUBLIC SERVICE RETIREMENT PLAN COVERAGE AGREEMENT TO EXPAND PERS PARTICIPATION

WHEREAS, the City of Keizer currently provides retirement benefits for all employees. Sworn officers and the Department Heads are under the PERS system with the remaining employees under the ICMA program;

WHEREAS, in an effort to simplify the administration of retirement benefits, ensure the equity of the type and level of benefits offered, and improve the opportunity to attract qualified, experienced candidates, a multi-level plan to shift the balance of the City of Keizer employees to PERS has begun;

WHEREAS, ORS 238.680(2) allows certain individual employees to be excluded from the PERS Coverage Agreement if they are entitled to benefits under the City's non-PERS retirement plan that are greater than the benefits they would receive under the PERS plan;

WHEREAS, due to the timing of the PERS board meeting for approval of the PERS Agreement and the fact that the certain employees to be excluded have not yet been fully identified, the Mayor should be authorized to add such list in an Appendix to the Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that all employees not covered by an earlier agreement will participate in the PERS retirement benefit program with the exception only of those employees listed as exempt as referenced below;

BE IT FURTHER RESOLVED that the PERS retirement benefit will be provided to the non-participating employees without a reduction of compensation, consistent with provisions for current City of Keizer employees receiving PERS benefits;

BE IT FURTHER RESOLVED that the City will provide the unused sick leave benefit as outlined in ORS Chapter 238, consistent with Tier 1 and Tier 2 City of Keizer employees currently receiving PERS benefits;

BE IT FURTHER RESOLVED that the City of Keizer will not participate in the State and Local Government Rate Pool but will retain the option to join in the future;

BE IT FURTHER RESOLVED that the Human Resources Director for the City of Keizer will continue to be the contact person authorized to work with PERS on the transition.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the Mayor is authorized to sign the Oregon Public Service Retirement Plan Coverage Agreement, attached as Exhibit "A" and by this reference incorporated herein.

BE IT FURTHER RESOLVED that the Mayor is authorized to add a complete "Appendix A" listing the names of certain excluded employees.

PASSED this _____ day of _____, 2009.

SIGNED this _____ day of _____, 2009.

_____
Mayor

_____
City Recorder

Oregon Public Employees Retirement System Coverage Agreement

This agreement is made between the State of Oregon by and through the PUBLIC EMPLOYEES RETIREMENT BOARD (hereinafter referred to as "the PERS Board") on behalf of the PUBLIC EMPLOYEES RETIREMENT SYSTEM (hereinafter referred to as "PERS") and THE CITY OF KEIZER (hereinafter referred to as "the City") for the purpose of establishing new employer coverage for City employees pursuant to ORS 238A.070 and ORS 238A.025(3).

This agreement is effective July 1, 2009, but shall have no effect until the agreement has been approved and signed by the City and by the PERS Board. In addition to the provisions of this agreement, Oregon Revised Statute Chapters 238 and 238A apply to the City and all Eligible City Employees.

As used in this agreement, the term "Eligible City Employee" shall mean any City employee who meets the definition of "Eligible Employee" in ORS 238A.005(4), and who is not in a position for which the City is already participating in PERS under the terms of a previous Coverage Agreement.

Notwithstanding the above, "Eligible City Employee" shall not include those City employees named in Appendix A to this Coverage Agreement. The City employees named in Appendix A are entitled to benefits under the City's non-PERS retirement plan that are greater than the benefits they would receive under PERS. Pursuant to ORS 238.680(2), these individuals shall be excluded from this Coverage Agreement.

THEREFORE, the parties agree that:

(1) The City elects to adopt the Oregon Public Service Retirement Plan Pension Program and Individual Account Program (IAP) (hereinafter referred to collectively as "OPSRP") as the retirement plan for Eligible City Employees. The City understands that adoption of OPSRP is irrevocable. OPSRP is composed of ORS Chapter 238A and related administrative rules. The Oregon Legislature may in the future amend OPSRP by adding to or amending Chapter 238A. The PERS Board may amend OPSRP by adding to or amending the related administrative rules. The City agrees to comply with OPSRP and any additions or amendments to the programs.

(2) Notwithstanding section 1 of this agreement, the City shall provide coverage under the Oregon Public Employees Retirement System (hereinafter referred to as "Chapter 238") for all Eligible City Employees who have established membership in Chapter 238 pursuant to ORS 238A.025(4). The City understands that adoption of Chapter 238 is irrevocable. Chapter 238 is composed of ORS Chapter 238 and related administrative rules. The Oregon Legislature may in the future amend Chapter 238 by adding to or amending ORS Chapter 238. The PERS Board may amend Chapter 238 by adding to or amending the related administrative rules. The City agrees to comply with Chapter 238 and any additions or amendments to the program.

(3) The City shall provide OPSRP Pension Program coverage for all Eligible City Employees who establish membership in the Pension Program pursuant to ORS 238A.100. The City shall also provide IAP coverage for all Eligible City Employees who establish membership in the IAP pursuant to ORS 238A.300 or ORS 238A.305. Credit toward the requirements of ORS 238A.100 shall be granted only for services provided to the City on and after the effective date of this agreement.

(4) The City shall have the initial OPSRP Pension Program employer contribution rate of 0.63 percent of salary as defined in ORS 238A.005 for its general service Eligible City Employees. The City shall have the initial OPSRP Pension Program employer contribution rate of 3.34 percent of salary as defined in ORS 238A.005 for its police and fire Eligible City Employees. The City shall have the initial Chapter 238 employer contribution rate of 7.16 percent of salary as defined in ORS 238A.005 for its Chapter 238 Eligible City Employees. The City understands that employer contribution rates are subject to change based on periodic PERS actuarial valuations or as directed by the PERS Board pursuant to ORS 238A.220.

(5) The City understands that the IAP employee contribution rate pursuant to ORS 238A.330 is six percent of the Eligible City Employee's salary as defined in ORS 238A.005. The City will pay the six-percent IAP employee contribution on behalf of its Eligible City Employees pursuant to ORS 238A.335(2)(b). The City may change the method of employee contributions to the IAP pursuant to ORS 238A.335(3). Such change would be effective on and after the date the PERS Board receives adequate written notification of the change.

(6) The City by resolution dated July 6, 2009, has elected to provide the unused sick leave benefit for Chapter 238 Eligible City Employees pursuant to ORS 238.350. The City understands that the election to provide the unused sick leave benefit is irrevocable.

(7) The City shall cause each employee named in Appendix A to complete a waiver form, provided by the City. In the form the employee will acknowledge that the employee has elected to remain in the City's prior, non-PERS retirement plan and that the employee understands that election is irrevocable. The City agrees that it is solely responsible to explain to the employees the impact of the waiver on PERS benefits and prior-plan benefits for the employees and their beneficiaries. The City shall provide PERS with a copy of each signed waiver form within 60 days of the effective date of this Coverage Agreement, to be made part of the City's PERS record. The City will hold the PERS Board and PERS harmless from any and all claims any employee or beneficiary makes against PERS in connection with the waiver.

(8) The City understands that once this agreement is in effect the City must continue to provide OPSRP and Chapter 238 coverage for all Eligible City Employees. In the event the City at any time does not employ any Eligible City Employees, the City shall still be required to make contributions necessary to fund any unfunded liability for OPSRP Pension Program and Chapter 238 benefits, as determined by the PERS Board. These obligations shall be binding on the successors and assignees of the City.

(9) An employer must be a "public employer" as defined by ORS 238.005(17), and a governmental agency or instrumentality as defined in Internal Revenue Code §414(d). The City warrants that it presently is a public employer and a governmental agency as defined above. If at any time the City for any reason fails to meet the definition of ORS 238.005(17) or IRC §414(d), the City's OPSRP and Chapter 238 participation shall terminate as of that date. In the event of any termination the City shall continue to make contributions necessary to fund any unfunded liability for OPSRP Pension Program and Chapter 238 benefits, as determined by the PERS Board.

(10) By virtue of this coverage agreement, neither the PERS Board nor PERS assumes any contractual obligations of the City toward any employee, other than the responsibility to administer benefits funded by the City as specifically provided for in this coverage agreement.

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

For City of Keizer this _____ day of _____, 2009.

By_____
Lore Christopher, Mayor
City of Keizer

For the Oregon Public Employees Retirement System this _____ day of _____, 2009.

By_____
Paul R. Cleary, Executive Director
Oregon Public Employees Retirement System

For the Oregon Public Employees Retirement Board this _____ day of _____, 2009.

By_____
James Dalton, Chair
Oregon Public Employees Retirement Board

Approved as to form_____
Assistant Attorney General

CITY COUNCIL MEETING: July 6, 2009

AGENDA ITEM NUMBER: _____

TO: **KEIZER CITY COUNCIL**

THRU: **CHRIS EPPLEY – CITY MANAGER**

FROM: **KEVIN WATSON - ASSISTANT TO THE CITY MANAGER**

SUBJECT: **COMMUNITY CENTER RENTAL RATES**

BACKGROUND

On May 4, 2009, the City of Keizer contracted with Class Act Event Coordinators to develop a rate structure for the new City of Keizer Community Center. The Community Center has multiple room configurations and amenities to work with that require and array of different costs. After extensive research and coordination with City staff, Class Act determined there were four rate structure tiers.

Tier Group Use Rate Fee – All rates include tables and chairs as available and are subject to the rules set forth in the facility use agreement.

1) Free rates include:
- City Meetings
- Neighborhood Associations – Regular scheduled meetings (monthly, quarterly, annually)
- Annual registration (sign-up) events for Keizer-based youth sports organizations (up to three per year)
- Town Hall events/Community forums. (example Transit Center Open House, Senator or Representative Town Hall meetings, etc.)

2) City Partners are charged the cost of the room:
$15/hr per 1,000 sq. ft. + $50-$100 if set up/take down/clean up is needed + $25 for each hour Class Act is needed on site. ***(It is important to know that parties are not eligible at this rate.)***
These groups include:

- Keizer-Based Churches/Religious Organizations (up to three per year)
- Keizer-Based service organization (ex: Habitat for Humanity, Eagles, Elks, Soroptimists, etc.)
- Keizer-Based Youth organizations (ex. KYSA, KLL, Boy Scouts, Girl Scouts, etc.)
- Groups the City is members of (ex. OCCMA, LOC, LGPI, MWVCOG, OAWU, etc.)
- Governmental & Quasi-Governmental Partners (ex. Marion County, State of Oregon, Keizer Fire District, etc.)
- Chamber of Commerce Meetings

3) Corporate/Private Events:
This is market rate as detailed in Attachment A. Attachment A highlights three comparable local facilities that provide similar space to the City of Keizer. (example Weddings, Parties, Conferences, etc.)

4) Non-Profit Fundraisers:
(20% of the market rate detailed in Attachment A)
These are for non-profits holding fundraisers. (ex ample 1st Citizen ceremony, United Annual Awards event, etc.)

In addition, Class Act has developed fees for additional amenities the City owns. Please reference Attachment B to view rental fees for the stage, dance floor and A/V equipment. A/V services will be provided by BSB Video Services (an affiliate of IKE Media). These fees will be implemented at the direction of the City Manager.

In addition, Attachment C includes additional venues within the region and the rates associated with those facilities. This is strictly for information purposes.

All facilities are different in what services they provide. Most facilities are tied to hotel rooms or a designated caterer. The City of Keizer is unique in that we don't have those obligations and have the ability to provide a versatile, new service to the community.

Please note, due to a previous contract Rotary is exempt from these rates with regards to their weekly luncheons and annual fundraiser,

RECOMMENDATION

It is recommended the City Council approve the attached Resolution adopting the new use rate structure for the new City of Keizer Community Center.

City of Keizer Community Center
Recommended Fee Structure

At the request of the City of Keizer City Manager, Chris Eppley, Class Act Events has conducted a study to determine the cost of local event venues and recommend a fee structure for the City of Keizer Community Center facility rental. The following is a summary of our findings.

Venue Comparison

The following venue comparison is shown by the size of the space. The City of Keizer Community Center can be broken into three-sized spaces: large ballroom (hereinafter "Iris Ballroom"), a third of the ballroom (hereinafter "Iris A, B, C") and breakout rooms (hereinafter "Claggett Creek, Chemawa, McNary"). For a complete list of venue comparisons please reference Attachment C: Keizer Venues, Attachment D: City-owned Venues, and Attachment E: Regional Venues. **All City of Keizer Community Center rates are based on a 10-hour time block.**

Large Ballrooms:

Venue	City of Keizer Community Center	*Keizer Renaissance Inn
Room	Iris Ballroom	The Concorde
Capacity	200 - 800	160 - 600
Dimensions	8,165 sq. ft.	5,700 sq. ft.
Fees		
M-Th	$1,400.00	$3,400.00
Sat	$2,800.00	$3,400.00
Fri/Sun	$2,300.00	$3,400.00
Notes	*** List of caterers to choose from, no food and beverage minimum requirement.	*** Exclusive on-site caterer, no other catering service may be used.

Venue	City of Keizer Community Center	Mission Mill Museum
Room	Iris Ballroom	Spinning Room
Capacity	200 - 800	250 - 400
Dimensions	8,165 sq. ft.	6,384 sq. ft.
Fees		
M-Th	$1,400.00	(fri/sat) 12 hrs min $1,600
Sat	$2,800.00	(sun-thur) 12 hrs $1,300
Fri/Sun	$2,300.00	(sun-thur) 8 hrs $900
		(sun-thur) 4 hrs $725
Notes	*** List of caterers to choose from, no food and beverage minimum requirement.	*** List of caterers to choose from, no food and beverage minimum requirement.

*The Keizer Renaissance Inn rental fee is negotiable. Discounts are applied with food and beverage orders.

Venue	City of Keizer Community Center	The Oregon Garden
Room	Iris Ballroom	The Grand Hall
Capacity	200 - 800	140-1200
Dimensions	8,165 sq. ft.	9,380 sq. ft.
Fees		
M-Th	$1,400.00	Full Day $3000
Sat	$2,800.00	Full Day $3000
Fri/Sun	$2,300.00	Full Day $3000
Notes	*** List of caterers to choose from, no food and beverage minimum requirement.	***Exclusive on-site caterer, no other catering service may be used.

Mid-sized Ballroom:

Venue	City of Keizer Community Center	*Keizer Renaissance Inn
Room	Iris A, B, C	Half of Concorde
Capacity	160 - 280	160 or less
Dimensions	2,769 sq. ft.	2,850 sq. ft.
Fees		
M-Th	$475.00	$1,800.00
Sat	$950.00	$1,800.00
Fri/Sun	$850.00	$1,800.00
Notes	*** List of caterers to choose from, no food and beverage minimum requirement.	*** Exclusive on-site caterer, no other catering service maybe used.

Venue	City of Keizer Community Center	Mission Mill Museum
Room	Iris A, B, C	The Dye House
Capacity	160 - 280	75 - 120
Dimensions	2,769 sq. ft.	2,200 sq. ft.
Fees		
M-Th	$475.00	(fri/sat) 12 hrs min $1,200
Sat	$950.00	(sun-thur) 12 hrs $950
Fri/Sun	$850.00	(sun-thur) 8 hrs $750
		(sun-thur) 4 hrs $525
Notes	*** List of caterers to choose from, no food and beverage minimum requirement.	*** List of caterers to choose from, no food and beverage minimum requirement.

*The Keizer Renaissance Inn rental fee is negotiable. Discounts are applied with food and beverage orders.

Venue	City of Keizer Community Center	The Oregon Garden
Room	Iris A, B, C	Orchid Ballroom
Capacity	160 - 280	65-300
Dimensions	2,769 sq. ft.	3,240 sq. ft.
Fees		
M-Th	$475.00	1/2 Day $800 or Full Day $1,600
Sat	$950.00	1/2 Day $800 or Full Day $1,600
Fri/Sun	$850.00	1/2 Day $800 or Full Day $1,600
Notes	*** List of caterers to choose from, no food and beverage minimum requirement.	***Exclusive on-site caterer, no other catering service may be used.

Break-out Rooms:

Venue	City of Keizer Community Center	The Gathering Place in Keizer
Room	Breakout Rooms 1,2 or 3	Main Hall
Capacity	20-90	100
Dimensions	864 sq. ft.	
Fees		
M-Th	$75 per hour	$550 all day or $50 per hr
Sat	$200 per hour	same as below
Fri/Sun	Fri. $75 per hour Sun. $200 per hour	$850 all day 4 hrs $250 6 hrs $350 8 hrs $450 ***
Notes		***Minimum 3 hour rental

Venue	City of Keizer Community Center	Mission Mill Museum
Room	Breakout Rooms 1,2 or 3	The Card Room
Capacity	20-90	20-50
Dimensions	864 sq. ft.	888 sq. ft.
Fees		
M-Th	$75 per hour	Mon-Fri 4 hrs $125.00
Sat	$200 per hour	Mon-Fri 8 hrs $250.00
Fri/Sun	Fri. $75 per hour Sun. $200 per hour	
Notes		

Venue	City of Keizer Community Center	Keizer Heritage Foundation
Room	Breakout Rooms 1,2 or 3	Main Hall
Capacity	20-90	20-180
Dimensions	864 sq. ft.	1,277 sq. ft.
Fees		
M-Th	$75per hour	Large Room $600.00 8hrs ***Wedding or Receptions
Sat	$200 per hour	Large Room $450 8 hrs Half Room $250 8hrs ***Anniversaries, Birthdays and Social Events
Fri/Sun	Fri. $75 per hour Sun. $200 per hour	Large Room $250 4 hrs Half Room $150 4 hrs ***Anniversaries, Birthdays and Social Events
		Large Room 8 hrs $150 Large Room 4 hrs $100 Half Room 8 hrs $100 Half Room 4 hrs $75 ***Meetings, Classes and Seminars

Operational Costs

Operational costs will be incurred by the City for events held on weekends and in the evenings. In addition to the cost of electricity, the operation costs for the City will be:

- $25/hour fee for Facility Manager from Class Act Events (to be on site for the duration of the event)
- $25-$35/hour fee for after-hours janitorial services (final hiring decision on a janitorial company to be determined)
- All food and beverage costs, A/V equipment costs, rentals and security will be billed directly to the client.

Scheduling/Booking Policy

The following booking policy shall serve as a guideline when scheduling events in the City of Keizer Community Center:

Tier	Group	Rental Fee
1	*City Meeting* Committees or agencies	No Charge
2	*Community Partner Meeting* Keizer-based youth or service organization Quasi-governmental groups that the City of Keizer is a partner or member of	At Cost + Credit Card Number on file (additional labor charges may apply based on scheduling of other events)
3	*Corporate/Private Event*	Rental Fees outlined on page 6
3a	*Non-Profit Fundraiser* An 501 c3 organization, which may include the Community Partners, that is holding a fundraising event	20% discount on Rental Fees outlined on page 6

All groups, except for the City, must sign a Facility Use Agreement and provide a Certificate of Insurance (per the specifications outlined in that agreement). A credit card number will be kept on file for Community Partners with regular meetings in case of damages or excessive cleaning. We reserve the right to relocate or reschedule Community Partners' meetings with 30 days notice.

Recommended Fee Structure

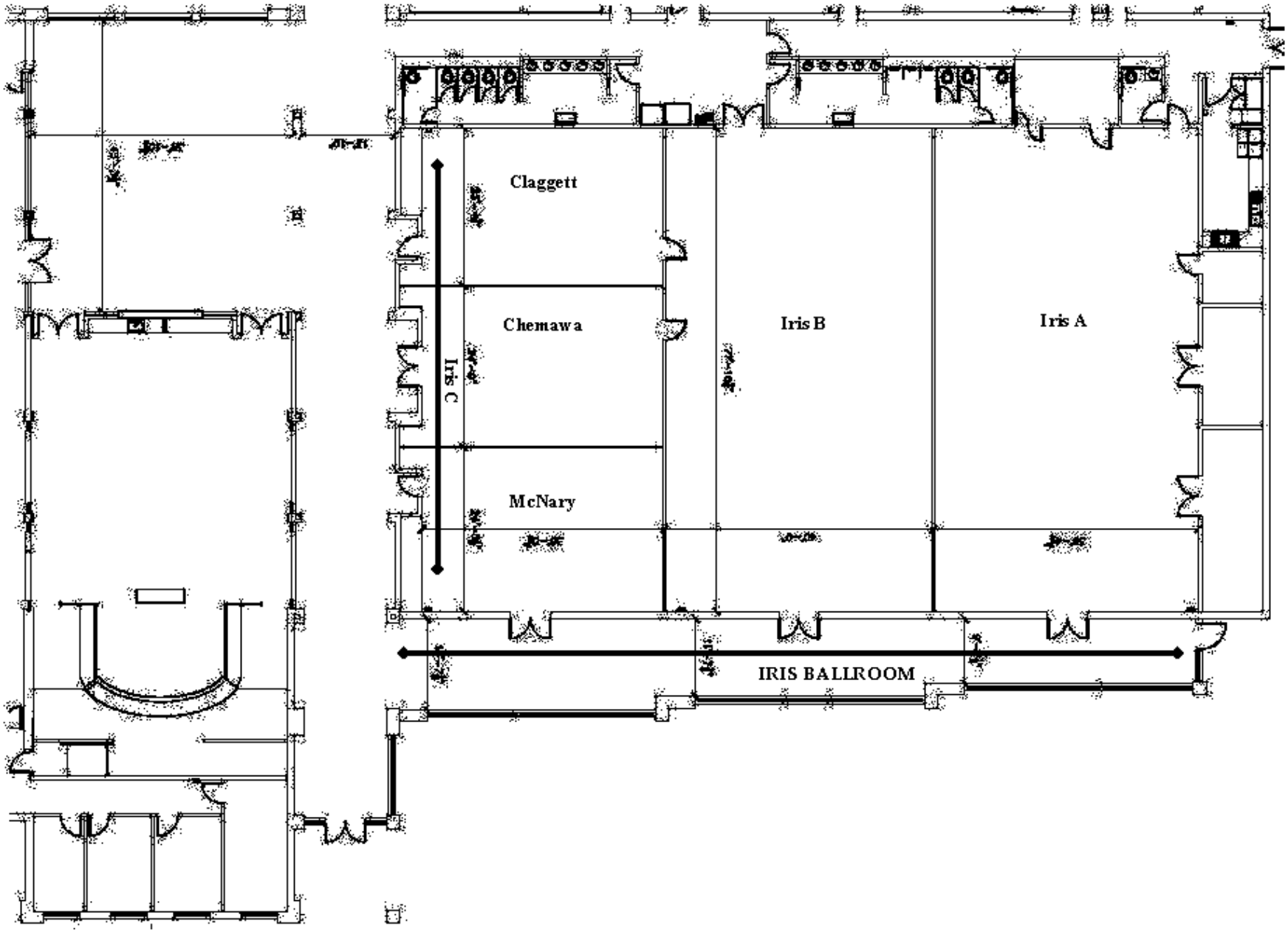
The following flat rental fees are based on a ten hour time block, to be selected by the Client and scheduled with the Facility Manager, Monday through Friday between 8am and 12 midnight, and Saturday and Sunday between 9am and 12 midnight. The event must be cleaned up and the Client must check out with the Facility Manager on or before 12 midnight or the Client will incur a ($300) fee per hour.

Room	Maximum Capacity	Monday-Thursday	Saturday	Friday/Sunday
Iris Ballroom Flat rental fee (less than 10 hours)	571	$1400	$2800	$2300
Iris Ballroom Hourly rate* (10-hour block)	571	$250/hour	$300/hour**	$250/hour Friday $300/hour Sunday
Iris A, B, or C Flat rental fee (10-hour block)	Iris A 193 Iris B & C 189	$475	$950	$850
Iris A, B, or C Hourly rate* (less than 10 hours)	Iris A 193 Iris B & C 189	$125/hour	$175/hour**	$150/hour Friday $175/hour Sunday
Claggett Creek	60	$75/hour	$200/hour**	$100/hour Friday $200/hour Sunday
Chemawa	60	$75/hour	$200/hour**	$100/hour Friday $200/hour Sunday
McNary	60	$75/hour	$200/hour**	$100/hour Friday $200/hour Sunday

*The hourly rate is only available between the hours of 8am and 5pm, Monday through Friday and between 9am and midnight on Sundays.

**Rooms will not be booked at an hourly rate on Saturdays unless the space is not occupied by another group 30 days prior to requested booking date.

City of Keizer Community Center



CITY OF KEIZER
Rental Pricing Sheet

Amenities:
The City of Keizer Community Center includes tables and chairs, to be set-up in theater, classroom, or reception seating at the request of the Client. The entire facility includes 600 chairs, 60 5ft round tables, and 20 6ft banquet tables.

Rentals:
The following items can also be rented from the City of Keizer Community Center:

Staging and Flooring

Item	*Specifications*	*Cost*
Platform Stage, carpeted	8ft by 12ft	$75
Dance Floor	Maximum 30ft by 30ft Available in 3ft by 3ft sections	$12/section

Audio/Visual Equipment

Video Projectors & Screen Packages	LCD Projector 3500 Lumen Projector Includes VGA cables, wireless clicker & laser pointer	$295.00
Free Standing Projector Screen	7′ x 12′ Fast Fold Screen with Drapes	$245.00
	7′ x 12′ Fast Fold Screen without Drapes	$195.00
Projector and Screen Packages	One projector, screen and drapes	$495.00
	Two projectors, screens and drapes	$895.00
Audio & Video Equipment	CD/DVD Player	$50.00
	Handheld Wireless Microphone with stand	$75.00
	Wireless Lavaliere Microphone	$75.00
	Patch to House Sound System	$50.00
	6 Channel Mono Mixer	$75.00
	Audio Cassette Deck	$25.00
	AV Cart with Power Strip	$30.00
	Power Strips	$15.00
	Extension Cords	$15.00
	Patch Cords	$30.00

Computer Equipment	Laptop Computer with Microsoft Office	$150.00
	Wireless Clicker for Computer	$25.00
	Computer Speakers	$25.00
	Video or VGA Splitter	$50.00
	VGA switcher/scaler	$75.00
	Digital Video Switcher	$250.00

All prices listed are per room, per day. Prices are subject to change with 30 days notice. All rates guaranteed once scheduled. Prices do not include 18% service charge. If any item rental is canceled within 24 hours of event, the full rental price will be applied to the final bill.

All A/V services provided by BSB Video Services. Any A/V provided by the Client is subject to a $50/hour tech fee for assistance with setup or operation. The City and BSB Video Services hold no responsibility for the working order or damage of outside equipment.

BSB Video Services will preset all equipment and check in with client at the beginning of each meeting or event. For all A/V rentals over $300, A/V technicians will be on property for the duration of event. A dedicated A/V technician is available to give full time assistance for $50/hour.

The most comparable venue in the Keizer area is the Renaissance Inn. The following is a summary of their fee structure as well as the Log House Gardens and The Gathering Place.

[redacted]				
Keizer Renaissance Inn				
Log House Gardens	Ceremony Area Covered Patio	Seats 300 150 on each side Seats 300 for sit down meal	M-Th $1600 Fri-Sun $2100	***add $495 to use covered patio Policy is one event per day
The Gathering Place	[redacted]			

City-Owned **VENUE ANALYSIS** **Attachment D**

Class Act Events researched venues owned by cities or counties throughout Oregon to learn about their policy in booking local organizations, non-profits and city groups. Each facility had a range of policies regarding their booking/scheduling and primarily handled these groups on a case-by-case basis. The fees for these facilities were either not published so that they could remain negotiable or they had a very specific fee structure that was dependent on the type of event (for example non-profit fundraiser, conference, wedding, etc.).

[redacted]

Seaside Civic and Convention Center

[redacted]

[redacted]

Seaside Civic and Convention Center

Seaside Civic and Convention Center							
Three Sisters Conference Center (County owned)	North Sister	9,416 sq ft Set-ups from 19'x29' to 19'x69'	***5,000 sq ft kitchen designed to handle multiple concession events	Charge price per person, not to exceed $6.00 per person	Include clause, "we reserve the right to change meeting location or date"	Trade services with groups,(ie Ag groups help with land maintenance)	*3 breakout rooms *kitchen available
	Middle Sister	14,904 sq ft Set-ups from 19'x25' to 19'x79'	***				*4 breakout rooms *kitchen available
	South Sister	9,416 sq ft Set-ups from 19'x27' to 19'x54'	***				*3 breakout rooms *kitchen available
Pendleton Convention Center							

[redacted]					
BeckenRidge Vineyard	[redacted]				
Mission Mill Museum	The Card Room (88 sq ft)	40 seated 49 theater	5' x 5' screen Dry erase board TV w/cart Table top podium	***podium w/mic Extension cords Power strip Slide projector Overhead projector Easel stand Mic stand VCR/DVD	Mon-Fri 4 hrs $125 8 hrs $250
[redacted]					

Mission Mill Museum (continued)	The Spinning Room	250 seated 400 banquet 500 theater	Portable bar Mic cord Wireless mic Handheld mic 6-4x8x1 stages 35" color TV w/cart 8' x 8' screen Ladders 6-8-10' Lattice arch	***	Fri & Sat 12 hr min $1600 Sun-Thur 12 hrs $1300 Sun-Thur 8 hrs $900 Sun-Thur 4 hrs $725
The Oregon Garden	Grand Hall	Rounds of 8: 560 Classroom (3 per 8' table): 500 Theater: 1200 U shape: 140 Hollow sq: 165			Full day: $3000
	Market Garden				Flat $800

The Oregon Garden (continued)			
	OSU Conference Room	Rounds of 8: 72 Classroom: 70 Theater: 125 U shape: 35 Hollow sq: 45	Flat $600
The Oregon Garden Resort	Orchid Ballroom	Rounds of 8: 160 Classroom (3 per 8' table): 150 Theater: 300 U shape: 65 Hollow sq: 80	½ day: $800 Full day: $1600
	Lotus Room	Rounds of 8: 48 Classroom: 40 Theater: 80 U shape: 25 Hollow sq: 35	Flat $500

The Oregon Garden Resort (continued)					
Green Villa Barn		350	Bridal Suite Cooler Gentlemen's lounge 200 white chairs 25 tables Garbage pick up Kitchen Landscaped garden	Friday $2250 Saturday $2500 Sunday $2000 All Holidays $2500 10am – midnight (14 hrs) Mon-Thur $1000 – 10am – midnight (14 hrs)	*1 hr rehearsal included *setup of tables/chairs *special price to rent both the Barn and Breen Villa Garden facilities *on-site event coordinator
Copper Hill					

Copper Hill (continued)	Conference/Reception Hall	***	Weekdays $100 per hr Weeknights $150 per hr Friday (8 hrs) $900 Saturday (8 hrs) $1400 Sunday (8 hrs) $1200
	Exhibition Kitchen		Weekdays Mon – Thur 8am-11pm $200 two hrs min, $100 for each additional hr

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2009-_____

ADOPTING USE RATES FOR THE CIVIC CENTER COMMUNITY ROOMS

WHEREAS, the City Council approved the contract with Class Act for consultant services in connection with the new Civic Center Community Rooms;

WHEREAS, as part of the consultant contract, Class Act was to recommend Community Rooms use rates for staff and Council consideration;

WHEREAS, Class Act has finalized that portion of their work task and has worked with the Assistant to the City Manager to recommend use rates for the Community rooms;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the following use rates are hereby established:

Section 1. Exempt Uses. The following uses are exempt from payment of use rates:

a. City Meetings. City Council/Urban Renewal Agency meetings, formal City/Urban Renewal Agency committee, task force, or staff meetings;

b. Neighborhood Associations. Recognized neighborhood associations may hold their regular meetings, up to twelve (12) meetings per year.

c. Keizer-based Youth Sports Registrations. Keizer-based youth sports organizations may hold up to three (3) registration (sign-ups) events per year.

d. Town Hall/Community Forums. City, Urban Renewal Agency, Salem Area Mass Transit District, Marion County, and other governmental agencies may hold town hall/community forums for the purpose of gathering public input.

Section 2. City Partners. City partners shall be charged $15.00/hour per 1,000 square feet, plus the following charges for set up, take down and clean up:

- $50.00 for up to 1,000 square feet
- $75.00 for 1,000 square feet – 3,000 square feet
- $100.00 for over 3,000 square feet

In addition, if the Community Rooms manager representative is required onsite, there will be an additional $25.00 per hour charge.

For purposes of this Resolution, the following are defined as "City Partners":

a. Keizer-based churches/religious organizations, up to three (3) per year.

b. Keizer-based service organizations, e.g., Habitat for Humanity, Elks, Eagles, Lions, Soroptimists.

c. Keizer-based youth organizations, e.g., Keizer Youth Sports Association, Keizer Little League, Boy Scouts, Girl Scouts.

d. Organizations the City or City employee is a professional member of, e.g., League of Oregon Cities, Mid-Willamette Valley Council of Government, Oregon Association of Water Utilities, Oregon Association of Chiefs of Police, Oregon City Attorneys Association.

e. Governmental and quasi-governmental partners, e.g., Salem, Marion County, State of Oregon, Keizer Rural Fire District, Keizer Chamber of Commerce.

City Partner events in the Community Rooms shall be primarily for meetings. No alcoholic beverages shall be allowed. Parties, celebrations and music (other than soft background music) is prohibited.

Section 3. Corporate/Private Events. See Attached Exhibit "A".

Section 4. Non-profit Fundraisers. Non-profit organizations conducting fundraising activities, dinners, banquets, etc. in which fundraising efforts are formally or informally conducted shall pay twenty percent (20%) of the rate set forth in Section 3.

Section 5. Other Agreements Exempt. Organizations with specific agreements for Community Room use are exempt from the above rates.

Section 6. Additional Facilities Rentals. The City Manager is authorized to adopt rental rates for additional facilities, including, but not limited to stages, dance floor, audio/visual equipment, computer equipment, kitchen usage and additional labor expenses.

Section 7. Use Rates Subject to Facility Agreement. The use rates set forth herein and the allowance of such rates in individual situations are subject to the provisions of the Facility Use Agreement as authorized by the City Manager.

PASSED this _____ day of _____, 2009.

SIGNED this _____ day of _____, 2009.

_____
Mayor

_____
City Recorder

EXHIBIT "A"

The following flat rental fees are based on a ten hour time block, to be selected by the Client and scheduled with the Facility Manager, Monday through Friday between 8am and 12 midnight, and Saturday and Sunday between 9am and 12 midnight. The event must be cleaned up and the Client must check out with the Facility Manager on or before 12 midnight or the Client will incur a ($300) fee per hour.

Room	Maximum Capacity	Monday-Thursday	Saturday	Friday/Sunday
Iris Ballroom Flat rental fee (less than 10 hours)	571	$1400	$2800	$2300
Iris Ballroom Hourly rate* (10-hour block)	571	$250/hour	$300/hour**	$250/hour Friday $300/hour Sunday
Iris A, B, or C Flat rental fee (10-hour block)	Iris A 193 Iris B & C 189	$475	$950	$850
Iris A, B, or C Hourly rate* (less than 10 hours)	Iris A 193 Iris B & C 189	$125/hour	$175/hour**	$150/hour Friday $175/hour Sunday
Claggett Creek	60	$75/hour	$200/hour**	$100/hour Friday $200/hour Sunday
Chemawa	60	$75/hour	$200/hour**	$100/hour Friday $200/hour Sunday
McNary	60	$75/hour	$200/hour**	$100/hour Friday $200/hour Sunday

*The hourly rate is only available between the hours of 8am and 5pm, Monday through Friday and between 9am and midnight on Sundays.

**Rooms will not be booked at an hourly rate on Saturdays unless the space is not occupied by another group 30 days prior to requested booking date.

CITY COUNCIL MEETING: July 6, 2009

AGENDA ITEM NUMBER:

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

THRU: **CHRIS EPPLEY, CITY MANAGER**

FROM: **MACHELL DEPINA, HUMAN RESOURCES DIRECTOR**

SUBJECT: **COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF KEIZER AND THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 320**

BACKGROUND

The City's contract with the Laborers International Union of North America, Local 320 expired June 30, 2009. City staff and Local 320 representatives have negotiated a new Collective Bargaining Agreement effective July 1, 2009. The Personnel Policy Committee reviewed the terms of the contract and unanimously recommends the contract to the Council. The Agreement is attached as Exhibit 'A'.

FISCAL IMPACT

The financial impact of this contract has been anticipated in the Fiscal Year 2009-10 budget and planned for in the Long-Range Financial Plan.

RECOMMENDATION

It is recommended that the Council adopt the attached Resolution authorizing the City Manager to sign the Collective Bargaining Agreement between the City of Keizer, Oregon and the Laborers International Union of North America, Local 320, effective July 1, 2009 through June 30, 2012.

If you have any questions, please do not hesitate to contact me at 503-856-3417 or via e-mail at depinam@keizer org.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2009- _____

RATIFYING A COLLECTIVE BARGAINING AGREEMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 320

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to sign a three-year collective bargaining agreement with the Laborers International Union of North America, Local 320.

BE IT FURTHER RESOLVED said agreement, which is attached as Exhibit 'A' and by this reference incorporated herein, is effective July 1, 2009 through June 30, 2012.

PASSED this _____ day of _____, 2009.

SIGNED this _____ day of _____, 2009.

_____

Mayor

_____

City Recorder

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KEIZER, OREGON

AND

LABORERS INTERNATIONAL UNION OF NORTH AMERICAN, LOCAL 320

2009 - 2012

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CITY OF KEIZER

PREAMBLE

This Agreement is entered into as of the by and between the CITY OF KEIZER, OREGON, hereinafter referred to as the "City" and LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 320, affiliated with OREGON & SOUTHERN IDAHO DISTRICT COUNCIL OF LABORERS, hereinafter referred to as the "Union".

The purpose of this Agreement is to set forth the full and complete Agreement between the parties on those matters pertaining to rate of pay, hours of work, fringe benefits and other conditions of employment.

SCOPE OF AGREEMENT

This Agreement shall apply to all utility workers employed by the City of Keizer, excluding seasonal and temporary employees and supervisory and confidential employees as defined by ORS 243.650 and any additional exempt positions created by the City.

ARTICLE 1
RECOGNITION

The City recognizes the Union as the exclusive bargaining agent as certified by the Employment Relations Board for the purposes of establishing salaries, wages, hours of work and other conditions of employment for all utility workers employed by the City of Keizer Public Works Department, excluding seasonal and temporary employees and supervisory and confidential employees as defined by ORS 243.650 and any additional exempt positions created by the City. Seasonal employees are those hired for 1040 hours or less in a calendar year.

ARTICLE 2
UNION SECURITY AND CHECKOFF

Section 2.1. Membership or nonmembership in the Union shall be the individual choice of employees covered by this Agreement. However, any employee who chooses not to belong to the Union shall make a payment in lieu of dues to the Union. Such payment shall be equal to and shall in no event exceed periodic Union dues uniformly required. Should such "fair share" be declared unlawful under Oregon law by a court of competent jurisdiction, the preceding sentences shall be inoperative. It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes, which may arise within the City. The Union agrees that no disciplinary or other action will be taken by the Union against employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 2.2. The City agrees to deduct from the paychecks of each employee who has so authorized it the regular initiation fee (for new employees) and regular monthly dues uniformly required of members of the Union or monthly "payment in lieu of dues," as the case may be. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization for such deduction shall be in writing, signed by the employees on forms furnished by the Union. The performance of this service is at no cost to the Union. The Union agrees to hold the City harmless against any and all claims, suits, orders or judgments brought against the City as a result of the provision for dues deductions and "fair share" deductions. While the City will not be held liable for deduction errors, it will make proper adjustments with the Union for errors as soon as it is practicable. In order for both parties to have adequate information on dues deduction, an updated list of the names of all employees in the bargaining unit will be delivered to the Union along with the monthly transmittal of the deductions.

The Union agrees to refund to the City any deductions and dues paid to it in error as soon as it is practicable. Such refunded money shall then be returned to the employee(s) as appropriate. The City agrees to provide to the Union the names of new employees within 30 days of the first day of employment of each new employee represented by this Agreement.

Section 2.3. Any employee who objects to Association dues or "fair share" payments on the basis of bona-fide religious tenets or teachings of a church or religious body of which such employee is a member or sincerely held religious beliefs in accordance with applicable law, shall not be required to make dues or "fair share" payments. Any such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity which has been mutually agreed upon by the employee affected and the Association. The employee must provide written verification of such payments to the City's Finance Department on a monthly basis.

Section 2.4. All employees covered by this Agreement shall within 30 days of employment either (1) become a member of the Union, (2) tender to the Union his/her fair share payment in lieu of dues, or (3) come to agreement with the Union on payment to a charitable organization based upon the religious grounds described in Section 2.3.

The Union assumes responsibility for repayment of monies found to be illegally deducted by the City under this Article.

ARTICLE 3
MANAGEMENT RIGHTS

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

1. To determine the governmental services to be rendered to the citizens of the City's service area.

2. To determine financial, budgetary, accounting and organization policies and procedures. Reimbursements that qualify under the Internal Revenue Tax Code will be taxed according to IRS regulations.

3. To oversee personnel policies, procedures and programs promulgated under any ordinance or administrative order of the City establishing personnel rules and regulations not inconsistent with any other term of the Agreement.

4. To manage and direct the workforce, including the right to:
   - To determine the methods, processes and manner of performing work;
   - To establish new positions and to determine their proper classification;
   - To determine the duties and qualifications to be assigned or required and determine job classifications;
   - To hire, promote, demote, transfer and retain employees;
   - To discipline and discharge;
   - To lay off and the right to abolish positions or reorganize departments or divisions;
   - To determine schedules of work;
   - To purchase, dispose and assign equipment or supplies: and
   - To contract or subcontract any work.

This article shall not preclude the Union and the City from either (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties; or (2) negotiating on any matter during the negotiation of a successor hereto.

Each party shall advise the other at least seven (7) working days prior to such meeting as to the subject matter to be discussed.

The exercise of management rights, except where modified by specific provision of this Agreement or by law, is not subject to negotiation during the term of this Agreement.

ARTICLE 4
STRIKES AND LOCKOUTS

Section 4.1. The Union and the members of the bargaining unit, as individuals or as a group, will not initiate, cause, permit or participate or join any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross such picket line in the fine of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

Section 4.2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other individual choice or collective employee conduct, the Union will, upon notification, secure an immediate and orderly return to work. This obligation and the obligations set forth in Section I above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance procedure of the Agreement.

Section 4.3. There will be no lockout of employees in the unit by the City as a consequence of any dispute covered by the terms of this Agreement arising during the period of the Agreement.

ARTICLE 5
HOLIDAYS

Section 5.1 - Eligibility. All bargaining unit members shall receive regular compensation for each authorized holiday, except when the employee is on leave without pay. All regular part-time and job share employees' compensation shall be prorated based on the number of hours they are regularly scheduled to work.

Section 5.2 - Holidays Observed. The following holidays are considered compensable holidays:

- New Year's Day — January 1;
- Martin Luther King Jr.'s Birthday — 3rd Monday in January;
- President's Day — 3rd Monday in February
- Memorial Day — Last Monday in May
- Independence Day — July 4;
- Labor Day — 1st Monday in September
- Veterans' Day — November 11;
- Thanksgiving Day — 4th Thursday in November;
- Day after Thanksgiving Day — 4th Friday in November;
- Christmas Day — December 25;

Whenever a holiday falls on a Sunday, the following Monday shall be recognized as a holiday. If such holiday falls on a Saturday, the preceding Friday shall be recognized as a holiday. An authorized holiday that occurs during vacation or sick leave shall not be charged against such leave.

Section 5.3 - Rescheduling of a holiday. When an authorized holiday falls on an employee's regularly scheduled day off, the holiday may be subsequently rescheduled, if possible, to another day within the same pay period, or employee may be compensated in direct wages at the manager's discretion.

Section 5.4 - Personal Leave. In addition to the above authorized holidays, employees shall receive 16 hours of Personal Leave per fiscal year. Personal Leave will be granted on July 1st of each fiscal year and must be utilized by June 30th of the same fiscal year.

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

ARTICLE 6
VACATIONS

Section 6.1 - Eligibility. All continuing full-time employees are eligible for vacation time. Continuing employees shall accrue vacation time on a monthly basis. After six months of employment, a continuing employee is eligible to take accrued vacation leave.

Section 6.2 - Accrual. The amount of vacation time an employee is entitled to earn depends upon the employee's length of service with the City. Except when a department head or City Manager determines that use of vacation leave is inappropriate, an employee shall use at least forty (40) hours of vacation leave each calendar year. Vacation leave shall accrue per month as follows:

- 10.00 hours commencing with the first month through the 48th month (1-4 years) and will be reflected on the employee's bi-weekly pay stub as 4.62 hours;
- 12.00 hours commencing with the 49th month through 108th month (5-9 years) and will be reflected on the employee's bi-weekly pay stub as 5.54 hours;
- 13.33 hours commencing with the 109th month through the 168th month (10-14 years) and will be reflected on the employee's bi-weekly pay stub as 6.15 hours;
- 16.67 hours after the 168th month (15 years and up) and will be reflected on the employee's bi-weekly pay stub as 7.70 hours.
- Part-time employees shall accrue vacation leave on a prorated basis.

Section 6.3 - Maximum Accrual. The maximum number of hours of vacation an employee may accrue is **400 hours.**

Section 6.4 - Pay for Vacation. An employee may elect to cash in vacation pay with the approval of the department head, either in conjunction with or after taking forty (40) hours of vacation leave.

Section 6.5 - Effect of Holiday. When an authorized legal holiday occurs during the vacation period, that day shall be observed as a holiday and not be deducted from earned vacation leave.

Section 6.6 - Vacation Scheduling. Vacations may be taken any time during the calendar year with advance approval of the employee's supervisor and based on City needs. For vacation leave greater than three (3) days, employees must provide their supervisors with two (2) weeks written notice of their intention to take vacation leave. Requests for vacation leave less than three (3) days will be granted on the basis for each unit of time off requested, an equal amount of time must be given, (example: for one-hour off, one-hour advance notice must be given, two-hours off, two-hours advanced notice, etc.). Vacations may be taken in increments of hourly, daily, or weekly.

Section 6.7 - Concurrent Leaves. No vacation time will accrue during a period while an employee is on an unpaid leave of absence that exceeds thirty days in duration, or is receiving workers' compensation benefits.

If the leave is for a qualified FMLA or OFLA purpose, all leaves of absence shall be counted against the employee's family leave entitlement.

Section 6.8 - Effect of Separation. Employees who have not completed six months employment will not be paid for accrued vacation hours. Employees who separate from the City, either voluntarily or involuntarily, after six months of continuous employment, will be entitled to all accrued unused vacation pay calculated according to the accrual schedule.

ARTICLE 7
HOURS OF WORK

Article 7 is intended as a basis for recognizing overtime, and shall not be construed as a guarantee of hours of work per day or per week.

Section 7.1 – Regular Hours. The regular hours of work each day shall be consecutive except for interruptions for rest periods and an unpaid meal period.

Section 7.2 – Workweek. Currently, a regular work schedule normally incorporates fourteen (14) calendar days. Every reasonable effort will be made by the City to provide a regular schedule and two consecutive days off for employees involved in continuous service operations. The City may change schedules to the extent consistent with operating requirements of the City.

Section 7.3 - Hours. Currently, the two-week schedule, for the Street, Storm and Water Division workers, consists of eight nine-hour shifts and one eight-hour shift, with every other Friday off work. The schedule for the Parks Division workers currently consists of five eight-hour shifts per week. The City may change the hours of work to the extent consistent with operating requirements of the City.

In addition to the two-week schedules above, the City reserves the right to select employees to complete the annual water main flushing project based on its determination of relative skills, abilities and operational needs. All employees selected for this project will be reassigned to a night shift, with starting and quitting times to be designated by the City for the duration of the project. No employee will be scheduled to work their normal day shift schedule in addition to their night shift. In the event any employee assigned to the project is absent or otherwise unavailable to perform required project work, the City reserves the right to designate alternate workers to complete the project.

Section 7.4 - Work Schedules. All employees shall be scheduled to work on a regular shift, and each shift shall have regular starting and quitting times. Except for emergency situations, as set by the City and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted. Work schedules will be posted as soon as practical.

Section 7.5 - Duty Hours. All employees will be required to complete a 7-day duty shift beginning at 5:00 p.m. Monday and ending the following Monday at 5:00 p.m.

Section 7.6 - Rest Periods. All employees shall be granted a 15-minute rest period during each half shift, except in emergency situations. Rest periods shall be taken at approximately the middle of each half-shift. Rest periods shall be taken at the jobsite at which work is being performed or at a City facility.

Section 7.7 - Meal Periods. All employees shall be granted a lunch period of not less than one-half hour for 9-hour shift days or more than one hour for 8-hour shift days, except in emergency situations. The lunch period shall be without pay, and shall be taken at approximately the middle of the work shift.

ARTICLE 8
SICK LEAVE

Section 8.1 -Eligibility. All employees shall accrue sick leave at the rate of eight (8) hours leave for each calendar month of service.

Section 8.2 - Accrual. Sick leave accrues from the date of employment, but it shall not be granted until the successful completion of six months of continuous service. Unused sick leave will be carried forward to the next year. Employees shall be entitled to unlimited sick leave accrual. Sick leave cannot be used for vacation. If an employee runs out of sick leave, any additional sick time missed will automatically be deducted from the employee's available accrued leave. If no leave is available, the leave will be without pay.

Section 8.3 - Donation of Sick Leave. An employee may donate up to 40 hours of unused sick leave per calendar year to a donated leave bank administered by the City. To be eligible to apply for donated leave, an employee must have a serious illness or medical condition or be caring for a family member with a serious illness or medical condition that requires a prolonged absence from work and must have exhausted all sick leave, compensatory time, vacation, and holiday time prior to receipt of any donated sick leave.

Applications for donated leave must be made to Human Resources, in writing, and must describe the serious illness or medical condition necessitating the leave. All applications for donated leave must be approved by the City in advance. Donated leave will be based on an hour for hour exchange, without regard to differences in pay rate between the employee donating and the employee receiving the donation and will be paid out at the receiving employee's normal rate of pay.

Section 8.4 - Sick Leave upon Separation. No payment for accrued sick leave will be paid upon separation.

Section 8.5 - Retirement. Upon retirement of an employee, fifty percent (50%) of unused sick leave shall be credited toward retirement benefits.

Section 8.6 - Sick Leave without Pay. Upon written application, a leave of absence without pay for non-job related medical reasons may be granted by the City Manager for the remaining period of disability after earned sick leave and other accrued leaves have been exhausted. At the end of one year, an extension must be requested in writing and approved by the City Manager, who may require that the employee submit a certificate from the attending physician.

Section 8.7 - Procedure. Employees are expected to call their immediate supervisor on each occasion of absence from work stating the reason for his/her absence as soon as practically possible. The City may require a written statement from a physician after three days absence. A physician's release will be required when the City has reason to believe the employee's return to work would present a health hazard to either the employee or coworkers in their work place.

ARTICLE 9
OTHER PAID LEAVES OF ABSENCE

Section 9.1 - Jury Duty. Employees shall be granted leave with pay for serving on a jury. Upon being excused from jury service for any reason an employee shall immediately contact the department head or the immediate supervisor for work assignment for the remainder of his regular workday. Employees shall tender to the City any jury duty pay.

Section 9.2 - Required Court Appearances. Leave of absence with pay shall be granted for attendance in any court in connection with an employee's officially assigned duties, provided that the requirement to appear in court in as a result of a subpoena filed with the City. The period of such authorized absence shall include the time required for travel (to the court and return to the employee's wok site or The City of Keizer), whichever is appropriate. This provision does not apply in any case where the Union or the employee is a complainant in a case against the City.

Section 9.3 - Military Leave With Pay. A full time employee who has completed his required period of probation and who is a member of the Oregon National Guard or of any reserve component of the Armed Forces of the United States, is entitled to a leave of absence with pay from the duties for a period not exceeding 15 calendar days in any single calendar year. Such leave shall be granted without loss of pay and without impairment of other benefits to which he is entitled, except that such leave shall not be construed as official City business. Military leave with pay may be granted only when an employee receives bona fide military orders to active duty for a temporary period. A copy of the appropriate military orders must be furnished to the City when the employee receives same in order for the City to make whatever shift scheduling will be required during the affected employee's absence. Any employee on military leave with pay shall not be paid for such leave by the City unless the employee returns to his position with the City immediately following expiration of the period for which he was ordered to temporary active duty Leave with pay shall not be granted to employees entering the military service for extended and indefinite periods of active duty.

Section 9.4 - Bereavement Leave. All employees in the bargaining unit will be entitled to the same bereavement leave benefits as the unrepresented employees as offered and changed by the City. For purposes of this section, the immediate family includes: Mother, Father, Son, Daughter, Sibling, Husband, Wife, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Grandparent and Grandchild. It also includes domestic partners, as defined in City Policy as well as the Mother, Father, Son, Daughter, Siblings, Grandparents and Grandchildren of such domestic partners.

ARTICLE 10
UNPAID LEAVES OF ABSENCE

A regular employee may be granted a leave of absence without pay up to thirty (30) days when, in the judgment of the City, the work of the department will not be seriously handicapped. Requests for such leave must be in writing and establish reasonable justification for the leave and the beginning and ending time of the leave. An employee's position will be held open until the ending time approved in the leave request subject to the operational needs of the City.

ARTICLE 11
COMPENSATION

Section 11.1. The City agrees to pay bargaining unit members during the term of this Agreement the salaries as per the City of Keizer Salary Matrix.

1. The City Council recognizes that fluctuations in the state's economy will affect the market value of salaries. The salary matrix shall automatically be amended each year of this Agreement in July to reflect these fluctuations by incorporating any increases necessary into the matrix as determined by the Portland CPI-W (Consumer Price Index-w) for the prior year (January-December). If the Portland CPI-W indicates a reduction, no change will be made to the matrix. Notwithstanding, these CPI increases will be subject to a minimum increase of 1% and a maximum increase of 3% in each year of this Agreement. (This provision will terminate with the Agreement and will not be part of the status quo.)

2. Salary surveys for all classifications will be performed on a schedule of no less than every three (3) years. Salary surveys will be conducted by an independent contractor. The results of such salary surveys will be used to update the City of Keizer Salary Matrix, which establishes the corresponding salary levels and steps for the provision of the following:

   (a) Receiving annual cost of living increases;

   (b) Receiving annual step increases, based on satisfactory job performance until reaching the maximum Step Ten (10).

   (c) Discretionary merit increases as approved by the City Manager and City Council.

3. An employee is eligible to receive a Spanish language differential of 5.0 %. Such differential is available if the employee is required to acquire this skill or if the City Manager determines that the second language is of benefit to the City. Employee must be fluent in the language as determined by the City based on a standard and testing program approved by the City.

4. ADVANCED CERTIFICATION. Upon submittal of evidence that the employee has received certification above their level of classification and approved by management, the employee shall receive an additional thirty-five (35) cents per hour over and above their hourly base pay for holding one certification above their level of classification. This pay shall cease when and if the employee moves into a higher Municipal Utility Worker classification.

Section 11.2. Employees shall be reimbursed for non-voluntary official use of an employee's personal automobile at the current IRS rate. The employee must obtain prior authorization before using their personal automobile for official City business. The employee shall provide an official City Reimbursement Request Form to the City prior to payment of reimbursement.

Section 11.3 - Reading the Pumps. Employees assigned to read the pumps on weekends and holidays will be paid three hours of overtime.

Section 11.4 - Callback. Callback is defined as hours a full-time employee is called back to work. Overtime will be paid for a minimum of two hours on a callback. Because of the possibility of multiple calls in a short period of time, the following is offered as a clarification of the two-hour minimum.

- If the call takes, for example, 1.5 hours to complete, the employee will be paid for 2 hours.
- If, while the employee is in the first two hours of the callback, additional calls are received and are completed within the two hours, the employee will be paid for two hours.
- If the call(s) in the first two hours of the callback takes over two hours to complete, then the employee will be paid for the number of hours worked, rounded up to the next whole hour. For example: for work over two hours, but less than three hours, the employee will be paid for three hours; for work over three hours, but less than four hours, the employee will be paid for four hours; and so on.

Section 11.5 - On-Call Duty Pay. Any employee assigned by his supervisor to be On-Call Duty time, after regular business hours, and who is required to be able to report to work within thirty (30) minutes of being called to work shall be compensated at the rate of $200 for the 7-day period. Scheduled On-Call Duty means that the employee will be required to respond to "pager calls" for work situations requiring the assigned employee's immediate attention.

Section 11.6 - Emergency Callback. Staff who are not on regularly scheduled On-Call Duty and are called back to work after their regular scheduled shift day ends will be compensated at the rate of one and one-half times the regular rate of pay.

Section 11.7 - Water Main Flushing Project Pay. All employees assigned to the project will be paid a premium of two dollars ($2.00) per hour for all work performed on the project. In addition, the City will designate a lead worker for the project. The lead worker shall be paid the two dollars ($2.00) premium, plus five percent (5%) out-of-classification pay computed on the total of his/her regular rate and the two dollar ($2.00) premium.

Section 11.8 - Overtime.

1. Except as provided for herein, employees shall be compensated at the rate of one and one-half times the regular rate of pay under the following conditions, but in no event shall such overtime compensation be received twice for the same hours:

    a. All assigned hours worked in excess of nine (9) hours per day in a five day work week, or eight (8) hours per day on the ninth day of the two week schedule, for the Street and Water Division employees, or eight (8) hours per day for the Park Division employees (authorized meal times shall not be counted);

    b. All hours worked in excess of 80 hours in a two-week period.

2. Employees may accumulate compensatory time in lieu of overtime at the rate of one and one-half times the amount of actual time worked in excess of their regular hours and will be entitled to take said time off from work. A maximum of 60 hours may be accumulated, with no time limit on when this time must be used. Any amount accumulated over 60 hours will be paid to the employee on the next regular pay period.

3. All work in excess of the regularly scheduled shift shall be paid at the overtime rate of 1.5 times the regular rate of pay for overtime hours worked.

Section 11.9 - Form of Compensation. Compensation for authorized overtime, callback, and all holiday work may be paid or accrued as compensation time at the discretion of the City. All overtime must have prior approval of the department head or designated supervisor.

ARTICLE 12
DISCIPLINE AND DISCHARGE

No regular employee will be disciplined without due process. Due process for the purposes of this Article shall be defined as:

1. The employee will be told the charges and given the information forming the basis for the action.
2. The employee will have the opportunity to respond to the charges.
3. The employee will have an opportunity to discuss the matter with the employee's supervisor.
4. The charges and employee response may be reduced to writing and, upon request; the employee shall be allowed to meet informally with the City Manager to discuss the reason(s) for the disciplinary action. The employee will have the opportunity to include a statement in the employee's personnel file.

The employee will have the right to appeal only this procedure through the Grievance Procedure of this Agreement.

ARTICLE 13
GRIEVANCE PROCEDURE

Section 13.1. Any grievance or dispute, which may arise between the parties concerning the application, meaning, interpretation or enforcement of this Agreement, shall be resolved in the following manner and sequence. The grievant may be represented by the Union at each step of this procedure.

Step 1. The affected employee shall first attempt to resolve the dispute informally with the employee's immediate supervisor within seventy-two (72) hours of its occurrence excluding Saturday and Sunday. The immediate supervisor shall then attempt to resolve the matter within ten (10) working days of their discussion with the employee.

Step 2. If the grievance has not been settled between the affected employee and the immediate supervisor, the employee shall present the grievance in writing to the Director of Public Works within ten (10) working days, following the supervisor's response. At this and each subsequent step of the grievance procedure, the written grievance submitted by the employee/Union shall include:

(a) a statement of the grievance and the factual allegations upon which it is based;

(b) the Article and Section(s) of this Agreement alleged to have been violated;

(c) the remedy sought;

(d) the name and signature of the individual(s) submitting the grievance or the signature of an authorized union representative in the event the grievance is filed on behalf of an employee(s); and

(e) The date the informal discussion occurred with the immediate supervisor.

Within ten (10) days of receipt of the grievance, the Director of Public Works will schedule a meeting to discuss the dispute with the grievant/Union and such meeting shall occur within thirty (30) days of the Director's receipt of the grievance. The Director of Public Works shall render a written decision within ten (10) days following the herein-referenced meeting.

Step 3. If the grievance has not been settled between the affected employee/Union and the Department Head, the employee/Union shall present the grievance in writing to the City Manager within ten (10) working days, following the Department Head's response.

Within ten (10) days of receipt of the grievance, the City Manager will schedule a meeting to discuss the dispute with the grievant/Union and such meeting shall occur within thirty (30) days of the City Manager's receipt of the grievance. The City Manager shall render a written decision within ten (10) days following the referenced meeting.

Step 4. If the grievance is not resolved at Step 3, the City and the Union, by mutual agreement, may move to an optional step of a Labor/Management Committee. If this option is not selected within ten (10) days from the issuance of the Step 3 decision by the City Manager, the parties shall automatically proceed to Step 5, below. The Labor/Management Committee shall consist of two representatives appointed by the Union and two representatives appointed by the City. None of the representatives shall be directly involved in the dispute. The Labor/Management Committee shall hear the matter at a mutually convenient time and it shall issue a written decision within two days after hearing the matter. The majority of the Labor/Management Committee shall determine the decision and the decision will be final and binding on all parties. Each member of the Labor/Management Committee shall be entitled to one vote. In the event that the Labor/Management Committee is deadlocked, that result will be noted in writing and the grievance will be deemed to have been denied, allowing the parties to proceed to Step 5.

Step 5. If the grievance is not resolved at Step 4 above and if the Union wishes to pursue the grievance further, the Union shall file a written notice of intent to arbitrate the grievance with the City within fifteen (15) calendar days of the date the decision of the City Manager was received, not including the date of receipt. The parties shall request a list of seven (7) Oregon and Washington arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one will be the arbitrator

Section 13.2. The powers of the arbitrator shall be limited to interpreting this contract and to determine if it has been violated. The arbitrator shall have no power to alter, modify, add to, subtract, or detract from the terms of this contract. The arbitrator shall have no authority to substitute judgment for that of the City where the City has retained the right or discretion to act. If the arbitrator is faced with a question of arbitrability at the arbitration hearing, then the arbitrator shall be obligated to first hear argument and evidence and decide that question. If the arbitrator affirmatively decides the question of arbitrability in favor of arbitration, then the arbitrator may hear argument and evidence of the merits of the grievance. If requested by either the Union or the City, the hearings for a question of arbitrability shall be held separately from any hearing on the grievance merits. Within the scope of authority granted under this contract, the decision of the arbitrator shall be binding upon both parties to this contract. The selected arbitrator shall render a decision within thirty (30) calendar days after the close of the hearing. The costs of the arbitrator shall be borne equally by the Union and the City. Each party shall be responsible for costs of presenting its own case to arbitration. Should arbitration be canceled due to a settlement, the parties will split equally any cancellation fees.

Section 13.3. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and nonarbitrable. If at any step of the grievance procedures the City fails to issue a response within the time limits set forth in this Article, the grievance will be deemed to be denied and the grievant and the Union may proceed to the next step of the procedure. Time limits referred to in this Article may be waived or extended by mutual Agreement in writing.

Section 13.4. An authorized Union representative and employee(s) who are directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay if such meetings occur during their respective duty periods. The Union shall advise the City as to which employee(s) will attend such meeting. It shall be the responsibility of each individual employee to provide advance notice of the meeting to the immediate supervisor.

ARTICLE 14
PROBATIONARY PERIOD

Section 14.1- Purpose. The probationary period is an integral part of the employee's selection process and provides the City with the opportunity to upgrade and improve the department by observing a new employee's work and training, by aiding new employees in adjustment to their positions and by providing an opportunity to reject the employee.

Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) full months, after which the employee shall be considered a regular employee and granted seniority back to the date of the most recent date of hiring. The Union recognizes the right of the City to terminate probationary employees for any reason. Termination of a probationary employee shall not be subject to the grievance procedure under Article 13.

Section 14.2 - Allocation of Probationary Period. The Union recognizes the right of the City to exercise all functions not specifically modified by this Article with respect to probationary employees, including but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training or other classifications, the requirement that such employees attend training programs on their off-duty.

Section 14.3 - Promotional Probationary Period. Regular full time employees promoted into a higher classification shall serve a promotional probationary period of twelve (12) months. The Union also recognizes the right of the City to demote an employee on promotional probationary status to the previous classification for any reason, without prejudice to the City's position that demotion of a probationary employee to the employee's previous classification is a right which may be exercised at the option of the City. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure.

ARTICLE 15
GENERAL PROVISIONS

Section 15.1 - Gender. All references to employees in this Agreement shall designate both sexes, and wherever the male gender is used, it shall be construed to include the female gender.

Section 15.2 - Bulletin Boards. The City agrees to allow wall space, not to exceed three (3) feet by four (4) feet, for a bulletin board within the Public Works Shop area to be used exclusively by the Union. The Union shall limit its postings of notices and bulletins to such spaces on the bulletin board. The City may limit this privilege if in its judgment such postings reflect discredit upon the City or its agents.

Section 15.3 - Nondiscrimination/Employee Rights. The City agrees to post on the bulletin board described in Section 15.2, the rights of employees to be free from discrimination based upon protected classifications and the rights of the employees to form, join, and participate in activities of a labor organization.

Section 15.4 - Seniority. Seniority shall be the employee's length of continuous service within the bargaining unit dating from the last date of hire. Seniority shall be broken or terminated if any employee quits, is discharged for cause, is laid off and fails to report to work within three days after being recalled or voluntarily waives an opportunity to return to work from lay off, is laid off from work for any reason for more than nine months (except that in the case of an industrial accident and employee's seniority rights shall continue for only one year), while on leave of absence, accepts another employment without permission, or is retired.

Section 15.5 - Union Representative. Authorized representatives of the Union shall be allowed reasonable access to members of the bargaining unit during normal City business hours so long as there is no interruption of the City's work and so long as the employees are on an authorized break period or lunch period. The Union's representatives are expected to announce their presence to a supervisory employee of the City. No Union representative shall contact a bargaining unit member while on duty without the express, prior approval of the City. In addition, the Union's representatives shall be allowed reasonable access to the City's conference rooms, when they are not otherwise in use by the City, for a place to meet with bargaining unit members before or after the normal workday. Special exceptions to these restrictions may be granted at the discretion of the City.

Section 15.6 - Layoff and Recall.

1. Layoff. In the event a reduction in personnel is determined to be necessary by the City, length of service shall be the determining factor in such layoff, providing the skill, competency, ability and past performance of employees are substantially equal in the opinion of the City.

2. Recall. In the event a recall is determined to be necessary to the City, length of service shall be the determining factor in such recall providing the skill, competency, ability and past performance of employees are substantially equal in the opinion of the City. An employee's refusal to accept an offered position from layoff obviates the City's responsibility to make further offers. For the purposes of recalling employees, notice of recall from a layoff period exceeding five regular City work days shall be by certified mail, return receipt requested, sent to the employee at his last known address of record as furnished by the employee to the City. For layoff periods of less than five days, a personal visit by a City representative or a telephone call will suffice.

Section 15.7 - Outside Employment. Employees shall not accept outside employment that will interfere with their employment with the City.

Section 15.8 - Authorized Travel, Training and Conference Attendance. All employees in the bargaining unit will adhere to the same Travel Policy as provided to the unrepresented employees of the City. The City shall pay the tuition and instructional material costs for any employee required by the City to attend a course of instruction.

The City will pay for any special certifications and exams required by the City that pertains to their work.

Section 15.9 - Clothing. Where the City presently furnishes protective and/or work clothing, it shall continue such practice. Each employee shall receive a clothing allowance of $400 at the beginning of each fiscal year (July 1). Employees will be required to launder and maintain uniforms. Uniforms must be worn whenever an employee is on duty. Required protective clothing will be provided.

Section 15.10 -Personal Use of Cellular Telephones. All employees in the bargaining unit will adhere to the same Technical Resources Policy as provided to the unrepresented employees of the City.

ARTICLE 16
INSURANCE AND RETIREMENT

The City agrees to provide a contribution to a package of employee benefits program for all employees covered under this Agreement.

Section 16.1 - Insurance.

A. Effective July 01, 2009 the City will pay ninety-five percent (95%) of the premium to provide medical and dental insurance coverage for full-time employees who are participating in the City's current Health Net Plan #101097 and MetLife Dental Plan. Employees participating in those plans shall be responsible for paying the remaining five (5%) percent of the premium, irrespective of level of coverage. Employees who elect to be covered by lower cost medical and/or dental plans made available by the City shall receive contributions from the City up to the same amount as required for employees participating in Health Net Plan #101097 and MetLife Dental Plan as stated above. Any premium costs in excess of that amount shall be the employee's responsibility.

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

All employee contributions shall be paid through payroll deductions.

B. The 95%/5% insurance split shall continue through the first and second years of the Agreement. The City reserves the right to reopen insurance benefits and contribution levels for the third year of the Agreement. The parties agree that negotiations will be conducted pursuant to ORS 243.698 and that after ninety (90) days of negotiations, if no agreement has been reached, the matter will proceed to arbitration. In the event the City does not reopen, the same 95%/5% insurance split described in Section A, above, will continue.

The City will continue to provide an IRC Section 125 flexible spending account plan.

Section 16.2. The City will pay the full premium, for the long-term disability insurance program covering employees in high-risk positions (municipal utility workers). The City will pay the full premium for the $60,000 life insurance benefit for all regular full-time members of the bargaining unit.

Section 16.3 - Retirement. All employees in the bargaining unit will be afforded the same retirement plan options as are provided to the unrepresented employees of the City.

ARTICLE 17
SAVINGS CLAUSE, FUNDING & WAIVER

Section 17.1 - Savings Clause. Should any portion of this Agreement be declared invalid by any court of competent jurisdiction or any agency of the state acting under specific authority of statue, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. It is the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.

Section 17.2 - Funding. The parties recognize the revenue needed to fund wages and benefits provided by this Agreement must be approved by established budget procedures and, in certain circumstances, by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and, where applicable, voter budget approval. The City has no intention of cutting wage rates and benefits specified in this Agreement because of budgetary limitations, but it cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its budget request(s) amounts sufficient to fund the wages and benefits provided by this Agreement, but it makes no guarantee as to passage of such budget requests or voter approval thereof This Section 2 and City action thereunder shall not be subject to the grievance procedure.

Section 17.3 - Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

ARTICLE 18
PERSONNEL RULES

The Union agrees to accept the personnel rules and regulations adopted by the City. It is expressly understood that in the event of any conflict between the collective bargaining agreement and the personnel rules, the Agreement shall prevail; provided, however, that every effort shall be made to carry out the purposes of this agreement and the City Personnel Policy Manual.

ARTICLE 19
TERMINATION AND RECOGNITION

Section 19.1 - Length of Contract. This Agreement shall commence on July 01, 2009 and shall remain in full force and effect until the 30th day of June, 2012.

Either party to this agreement may initiate negotiation for renewal, amendment and or revision of this agreement ninety (90) days prior to termination of this agreement.

Section 19.2 - Mutual Reopeners. Any specified Article or Articles of this Agreement may be opened at any time upon mutual written agreement of both the City and the Union during the life of the Agreement.

Executed on _____

CITY OF KEIZER, OREGON

_____

Chris Eppley Date
City Manager

_____

Robert Kissler Date
Public Works Director

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 320

_____

Business Manager 320 Date

OREGON AND SOUTHERN IDAHO DISTRICT COUNCIL OF LABORERS'

_____

Business Manager Date

_____

Local 320 Shop Steward Date

MINUTES
KEIZER CITY COUNCIL
Monday, May 18, 2009
Keizer City Hall Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the regular meeting to order at 7:30 pm. Roll Call was taken as follows:

Present:	Staff:
Lore Christopher, Mayor	Shannon Johnson, City Attorney
Jim Taylor, Council President	Chris Eppley, City Manager
Richard Walsh, Councilor	Kevin Watson, Assistant to the City Manager
David McKane, Councilor	Rob Kissler, Public Works
Brandon Smith, Councilor	Nate Brown, Community Development
Cathy Clark, Councilor	Marc Adams, Chief of Police
Mark Caillier, Councilor (by phone)	Wanda Blaylock, Police Admin. Asst.

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

PUBLIC TESTIMONY

Garry Whalen, Keizer, provided a Parks Board update reviewing issues which had been brought before the board including fireworks permitting, beautification efforts on the Cummings School property, volunteer waiver form questions, community gardens at Mike Whittam Park and recent Parks Foundation efforts. He reported that Parks Board was: opposed to including Rivercrest Drive as a potential north-south corridor; frustrated at the lack of development of a Joint Use Agreement with 24J; and in favor of development of the disc golf amenity at Keizer Rapids Park.

Marty Matiskainen, Keizer, provided a Planning Commission update regarding noxious vegetation and Visioning Task Force efforts.

Dick Hohnbaum, and Troy Bingenheimer Keizer, Terrace Green Homeowners Association, requested that Council consider restricting parking on the cul-de-sacs in the neighborhood and/or paint the outside curbs yellow. Mayor Christopher suggested that staff review this issue and bring back a recommendation to Council.

Rhonda Rich, Keizer, West Keizer Neighborhood Association, voiced concern regarding the lack of opportunity for public input regarding adding the exploration of Rivercrest Drive as a possible north-south corridor to the updated Transportation System Plan.

Eric Duran, Keizer, West Keizer Neighborhood Association, Mike Smith, Keizer, and *Melissa Mallott, Keizer*, echoed Ms. Rich's concerns and requested due process including the opportunity for public input.

PUBLIC HEARING

a. ORDER – Amendment of Rates for Medical Waste Collection Within the City of Keizer

City Manager, Chris Eppley, explained the process by which medical waste is currently disposed and noted that costs have risen and that the entity responsible for the disposal is requesting an increase which would be the first rate increase since July 2006.

Mayor Christopher opened the public hearing.

Jamie Pedersen and Dan Porth, Salem, reviewed general financial information supporting this request, fielded questions and provided clarification.

With no further testimony Mayor Christopher closed the public hearing.

Councilor Taylor moved to adopt an Order in the Matter of the Amendment of Rates for Medical Waste Collection within the City of Keizer, Effective as of June 1, 2009. Councilor McKane seconded. Motion passed unanimously as follows:

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

b. RESOLUTION – Amendment to Keizer Parks Master Plan – Keizer Rapids Park – Disc Golf Course

Assistant to the City Manager, Kevin Watson, provided background information regarding this amendment, and reviewed anticipated costs and contributions as well as the proposed area for the course. He stated that staff recommends adoption of the resolution and dedication of $12,000 from line 21 of the Parks Improvement Fund for purchase of materials. Mr. Watson then fielded questions and provided additional clarification including the fact that Parks Board was in favor of the project and supportive of dedicating the $12,000.

Mayor Christopher opened the public hearing.

Jerry Nuttbrock, Keizer, voiced support for this amendment noting that it would bring people into the park and broaden park use. He expressed concern regarding the proposed location of the course and suggested that disc golf supporters provide monetary contribution to the project.

Brad Huggins, Salem, confirmed that this project would bring more users into the park, explained details of a tournament and fielded questions from Council. Discussion then took place regarding providing parking and toilet facilities and park reservation fees.

Chris Wilkins, Robert Jones and Mike Patrick expressed support for this project and provided additional information regarding the sport, equipment and course layout. *Melissa Mallot, Keizer*, voiced support for the project and requested that the baskets NOT be yellow.

Councilor Taylor moved to adopt a Resolution for Amendment of Keizer Rapids Park Master Plan and direction to allow Disc Golf in the Park and direct staff to determine placement and color of the baskets. Councilor Walsh seconded. Motion passed unanimously as follows:

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

Councilor Taylor moved to dedicate $12,000 from line 21 of the Parks Improvement Fund for purchase of materials for disc golf. Councilor Walsh seconded. Motion passed unanimously as follows:

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

ADMINISTRATIVE ACTION

A. RESOLUTION

Authorizing City Manager to Enter Into Keizer Rotary Amphitheater Management Agreement with Keizer Rapids Amphitheater ~ Pulled to be addressed at next meeting.

B. ORDINANCE – Adopting the Updates to the Transportation System Plan and Keizer Development Code Text Amendments (Second Reading)

City Attorney Shannon Johnson explained that this matter was before Council as a second reading because it did not pass unanimously at the last meeting. He added that if changes were made to this ordinance then the vote would be considered a "first reading". Councilor McKane expressed concern regarding the last minute addition of the study of Rivercrest as a north/south corridor.

Councilor McKane moved to revise the Transportation System Plan by deleting the third bullet on page 10-3 "Rivercrest Drive to provide through connectivity along its entire length with emphasis on bicycle and pedestrian safety." under Miscellaneous Projects, Chapter 10, Outstanding Action, Steps and Refinements. Councilor Walsh seconded. Motion failed as follows:

AYES: Walsh and McKane (2)
NAYS: Christopher, Smith, Caillier, Taylor and Clark (5)
ABSTENTIONS: None (0)
ABSENT: None (0)

Councilor Smith moved to revise the Transportation System Plan by deleting the reference to Rivercrest Drive and modifying bullet 3 under 10-3 under Miscellaneous Projects to read: "Explore roads city wide currently not providing through connectivity with emphasis on bicycle and pedestrian safety." Councilor Clark seconded. Motion passed as follows:

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

Councilor Walsh move to amend the TSP to allow for arterial connection directly from Hyacinth to Verda to Trail to Wheatland; one continuous road. Councilor Smith seconded. Motion failed as follows:

AYES: Walsh, Smith and Taylor (3)
NAYS: Christopher, McKane, Caillier and Clark (4)
ABSTENTIONS: None (0)
ABSENT: None (0)

Councilor Taylor moved to adopt an Ordinance Adopting the Transportation System Plan (April, 2009); Amending Ordinance No. 87-077 (The Keizer Comprehensive Plan) and Ordinance No. 98-389 (The Keizer Development Code); Repealing Ordinance No. 2000-425 (Adopting the Keizer Transportation systems Plan) and Ordinance No. 2004-504 (Amending the Keizer Transportation Systems Plan) as amended. Councilor Clark seconded. Motion passed as follows:

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

C. RESOLUTION – Establishing Keizer Park Use Fees – Keizer Rotary Amphitheater Permit Application Fees and Use Fees

City Attorney Shannon Johnson reported that this resolution repeals earlier resolutions regarding park use fees and includes a section which refers to the amphitheater and addresses Council previous instructions.

Discussion took place regarding waivers of fees for community groups.

Councilor Walsh moved to remove Section 4: Waiver of Fees but following additional discussion withdrew his motion.

Councilor Taylor moved to adopt a Resolution Establishing Keizer Park Use Fees; Repealing Resolution R99-1112 and Resolution R2006-1700. Councilor Smith seconded. Motion passed unanimously as follows:

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

CONSENT CALENDAR

A. RESOLUTION – Authorization for Disposition of Police K-9 Dog - Czar

Councilor Taylor moved for approval of the Consent Calendar. Councilor Smith seconded. Motion passed unanimously as follows:

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

COMMITTEE REPORTS

Roger Kaye gave a grass roots presentation for the citizens of Marion County for a proposal to improve the Marion County government by changing the Marion County Commission to five non-partisan positions elected by district. He reviewed the background, current situation, reasons for change, proposal, advantages and the next steps. Following his presentation, Mr. Kaye fielded questions regarding party involvement,

commissioner compensation and voting procedures.

Councilor Clark reported that she attended the Chuck Frank memorial service, the Turnaround Achievement Awards and the Green Cities Conference. She concluded by congratulating Teresa Walsh and Christine Dieker for their efforts at the Iris Festival and thanking the volunteers from Dayspring Fellowship, the community, and city staff.

Councilor Caillier provided a reminder regarding upcoming Claggett Creek Watershed Council tree planting at Claggett Creek and area park cleanups.

Councilor Taylor invited everyone to an upcoming Oregon/Oregon State baseball game at Volcano Stadium.

Councilor Walsh reminded everyone of the upcoming park clean up day and amphitheater opening, the sesquicentennial event and the Economic Development and Government Affairs meeting. He commended the Scouts for their planned participation in the cleanup and amphitheater parking assistance and solicited volunteers to assist them.

Councilor Smith reminded everyone of the upcoming Keizer Urban Renewal Board meeting and provided details regarding the Geo-Cache Challenge which was held during the Iris Festival.

Councilor McKane reminded everyone that the Keizer Rotary Amphitheater event would be open to the public for a fee and encouraged the City Manager to provide an opening that the entire city could attend without cost.

Mayor Christopher invited everyone to the upcoming Civic Center Open House and Ribbon Cutting and praised the recent Public Works Open House. Public Works Director, Rob Kissler, publicly thanked staff person Jenniffer Warner for her efforts in the open house.

OTHER BUSINESS

a. New Business or Old Business Issues

Nate Brown added that the Visioning Open House would be part of the Civic Center Open House, informed Councilors that he would be requesting additional information from them regarding the Transit District in order to continue the planning process, and expressed the need for a letter about the population projection.

Assistant to the City Manager Kevin Watson reported that the Statue Committee would be going to Olympia on May 29 to view and approve the full sized statue of Thomas Dove Keizer on a horse.

WRITTEN COMMUNICATIONS

Mayor Christopher read a letter voicing opposition to use of alcohol in Keizer Rapids Park and explained that alcohol would only be allowed by permitted use for specific events with OLCC approved servers.

AGENDA INPUT

June 1, 2009
7:30 p.m. City Council Meeting (1/2 hour later than usual)
June 8, 2009
5:45 p.m. City Council Work Session
- Transit District Redesign Issue

June 15, 2009
7:00 p.m. City Council Meeting

ADJOURNMENT

Mayor Christopher adjourned the meeting at 10:55 p.m.

APPROVED:

MAYOR:

Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Brandon Smith

Councilor #5 – Richard Walsh

Councilor #3 – Mark Caillier

Councilor #6 – James Taylor

Minutes approved:

MINUTES
KEIZER CITY COUNCIL
Monday, June 1, 2009
Keizer City Hall Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the regular meeting to order at 7:30 pm and thanked Northwest Natural Gas for supplying the food for the Civic Center Open House and Dennis Scott of Keizer Florist for supplying the flower arrangements. She noted that Keizer Florist would be opening a French bakery at the florist location as well. Roll Call was taken as follows:

Present:	**Staff:**
Lore Christopher, Mayor	Shannon Johnson, City Attorney
Jim Taylor, Council President	Chris Eppley, City Manager
Richard Walsh, Councilor	Kevin Watson, Assistant to the City Manager
David McKane, Councilor	Rob Kissler, Public Works
Brandon Smith, Councilor	Nate Brown, Community Development
Cathy Clark, Councilor	Marc Adams, Chief of Police
Mark Caillier, Councilor	Tracy Davis, City Recorder

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

PUBLIC TESTIMONY

Eric Duran, Keizer, provided a recap of the park clean-up event, and expressed gratitude to Public Works staff or their assistance and for providing additional tools, and to the Parks Board and Keizer Parks Foundation for their support. He noted that 12 local merchants donated gifts which were raffled off to participants.

Rhonda Rich, Keizer, West Keizer Neighborhood Association President, thanked Council for revisiting the Transportation System Plan and removing the reference to Rivercrest Drive. She noted that this action showed Council's willingness to listen to the citizens of Keizer, added that the neighborhood association hoped to be included in any discussion regarding Rivercrest Drive and urged the inclusion of the Bikeways Committee in any future discussions as well. She concluded thanking Councilors McKane and Walsh for their part on this issue.

Vickie Hilgemann, Keizer, Keizer Parks Foundation President, introduced *Kim Stein of D & J Dog Grooming, Keizer*. Ms. Stein reported that she was making a donation of $3400 to be used for a dog fountain at the Keizer Rapid Dog Park. She explained that D & J Dog Grooming was started by her parents in 1977 and that her mother had passed away a year ago and this was a good opportunity to donate in her memory.

Vickie Hilgemann, Keizer Parks Foundation President, reported that the Foundation had taken refreshments to the volunteers at the parks cleanup and that Willamette University had donated the coffee, tea and pastries. She added that 100 trees were planted at Claggett Creek and reviewed work done at Bair and Wallace Parks as well. Eric Duran interjected that local businesses who donated items were: Los Dos Hermanos, Coffee Paradigm, Town & Country Bowl, Advantage Precast, Keizer Nursery and SOLV.

Lowell Gunselmann, Keizer, commended Council for promoting volunteerism in the city and expressed pleasure at the progress of the landscaping at the new Civic Center.

Darrel Richardson, Keizer, expressed gratitude for Council foresight in building a great Civic Center and Keizer Rapids Park. Councilor Walsh commended Mr. Richardson for his tireless volunteer efforts.

Clint Holland, Keizer, reported that the amphitheater opening event did not have as many attendees as hoped, but nevertheless, the event went well. Mayor Christopher added that 300 people over the course of the event should be considered a good turnout and that everything went well and efforts exceeded expectations. Councilors Walsh, Taylor and Caillier echoed the Mayor's comments.

PUBLIC HEARING

None

ADMINISTRATIVE ACTION

A. ORDINANCE – Adopting the Updates to the Transportation System Plan and Keizer Development Code Text Amendments (Second Reading)

Community Development Director Nate Brown reminded Council that this issue was before Council for the second reading because it did not pass unanimously. He pointed out the changes that were incorporated regarding Rivercrest Drive.

Councilor Taylor moved to adopt an Ordinance Adopting the City of Keizer Transportation System Plan (April, 2009); Amending Ordinance No. 87-077 (The Keizer Comprehensive Plan) and Ordinance No. 98-389 (The Keizer Development Code); Repealing Ordinance No. 2000-425 (Adopting the Keizer Transportation systems Plan) and Ordinance No. 2004-504 (Amending the Keizer Transportation Systems Plan). Councilor Clark seconded.

Councilor Walsh noted that he would be voting against the ordinance because the north/south corridor had not been included.

Motion passed as follows:

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

B. ORDINANCE – Providing for the Control and

Community Development Director Nate Brown explained that this was not part of the Development Code but staff took the liberty of bringing it to the Planning Commission who provided significant input including changing

Removal of Noxious Vegetation – Amendments to Noxious Vegetation Ordinance

the standard from the current 18" to 12" for height of noxious vegetation. The intent of the changes is to recoup the cost of the abatement and address the issue of repeat offenders and the problem of cane bushes with special consideration given to riparian and wetland areas.

Mr. Brown then provided clarification and fielded questions regarding specific weeds, buffers, parklands, fire and rodent hazards and the 20,000 square foot lot size exception.

Councilor Walsh moved to approve a Bill for an Ordinance Providing for the Control and Removal of Noxious Vegetation, Declaring an Emergency and Repealing Ordinance Number 00-417 Noxious Vegetation Ordinance as amended to include the 20,000 square foot requirement in Section 1, Subsection A. Councilor Taylor seconded.

Additional lengthy discussion took place regarding health hazards, cane berries, buffers, replacing the word "noxious" with "invasive" or using "noxious and/or invasive" and state statutory requirements.

Following this discussion City Attorney Shannon Johnson, reviewed amendments:

Section 1a, "as used in this ordinance 'noxious vegetation means:' then add a few lines there for a new subsection 1 (subsections 1, 2, 3 and 4 would now be subsections a, b, c, and d). New subsection 1 immediately prior to the line reading "weeds or grasses" would read as follows: "On any portion of lots or parcels less than 20,000 square feet in size or within 20 feet of any property line on lots or parcels over 20,000 square feet in size:" then the list of a, b, c, and d. This change would make it necessary to rewrite sections a, b, c and d to read as follows:

a. Weeds or grasses more than 12" in height or poison oak or poison ivy.
b. (formerly subsection 2) Cane berry bushes. For the purpose of this ordinance, cane berry means any plant that bears fruit from a vine that originates from the ground.
c. Could be deleted because it is already described.

Subsection 4 would now be c and would read: "any invasive/noxious vegetation." This might not cover all concerns but would address at least some of the concerns.

At the very bottom of the page, Subsection 5 would now be Subsection 2 (A.2). The first page would consist entirely of section 1.A.1 and then sub-subsections a, b and c and then subsection 2 which is still under Section A so the underlined 5 would now become 2.

Councilor Walsh moved to make the changes that Shannon Johnson just stated. Councilor Smith seconded.

Mayor Christopher restated the motion: To approve a Bill for an Ordinance Providing for the Control and Removal of Noxious Vegetation, Declaring an Emergency and Repealing Ordinance Number 00-417

Noxious Vegetation Ordinance as amended with the changes and renumbering as stated by Shannon Johnson. Motion passed unanimously as follows:

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

CONSENT CALENDAR

A. RESOLUTION – Authorizing the City Manager to Enter Agreement for Custodial Services
B. Approval of May 4, 2009 Regular Session Minutes

Councilor Taylor moved for approval of the Consent Calendar. Councilor Walsh seconded. Motion passed unanimously as follows:

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

City Manager Chris Eppley explained that bringing janitorial services in-house was explored but it was determined that it would be less expensive to contract it out. The City is required by law to use a certified rehabilitation service if the service is contracted out so the current service will be continued.

COMMITTEE REPORTS

Councilor Clark reviewed upcoming events: Mid-Willamette Valley Area Commission on Transportation meeting, McNary senior class graduation, City Fire luncheon and West Keizer Neighborhood Association meeting.

Councilor Mckane announced upcoming Parks Board and Traffic Safety Commission meetings.

Councilor Caillier commended Claggett Creek Watershed Council for tree planting work at Claggett Creek Park and announced upcoming meetings for the Watershed Council and Planning Commission.

Councilor Taylor commended Bikeways Committee for their participation in the Public Works Open House and reminded Councilors of the upcoming Commissioner Breakfast and McNary Baseball semi-finals.

Councilor Walsh commended Boy Scout Troop 121 for their work at the amphitheater opening, noted that the Keizer locomotive is in place, reported on the Keizer Compass dot exercise and announced that the Economic Development Government Affairs May meeting was cancelled.

OTHER BUSINESS

a. New Business or Old Business Issues

Chief Adams noted at May 19 was the 25th anniversary of the Keizer Police Department and this is being recognized with a 25th anniversary badge which will be worn for a year.

Community Development Director Nate Brown reported that River Road Renaissance will be meeting to discuss placement of artwork on River Road and that he has met with the Transit District to discuss placement of

the transit center and reconfiguration of routes. He noted that with the reconfiguration of routes they are looking seriously at placement of the center in Keizer Station. They are making preparations for public input.

City Recorder Tracy Davis reported that there are openings in the Bikeways Committee, Planning Commission and Stormwater Advisory Committee.

Rob Kissler reported that the waterline project is nearing completion and permanent paving of paths at Keizer Rapids Park is underway.

WRITTEN COMMUNICATIONS

Mayor Christopher referred to a letter from the Keizer Fire District regarding emergency vehicle access on Nightingale Court.

AGENDA INPUT

June 8, 2009

5:45 p.m. City Council Work Session
- Transit District Redesign Issue

June 15, 2009

6:30 p.m. – Urban Renewal Agency Meeting
- Public Hearing and Adoption of 2009-2010 Urban Renewal Agency Budget
- Keizer Urban Renewal Board Appointment

7:00 p.m. City Council Meeting
- Public Hearing and Adoption of 2009-2010 City of Keizer Budget
- 911 Agreement
- Keizer Compass Visioning Presentation (moved to July)
- Response to Marion County Population Projections

ADJOURNMENT

Mayor Christopher adjourned the meeting at 8:54 p.m.

APPROVED:

MAYOR:

Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Brandon Smith

Councilor #5 – Richard Walsh

Councilor #3 – Mark Caillier

Councilor #6 – James Taylor

Minutes approved:

City of Keizer, Oregon

Proclamation

WHEREAS, *the Mayor and City Council for the City of Keizer recognizes that McNary Celtics Varsity Baseball Team is an outstanding role model for the community having successfully represented the Keizer community at the OSAA Class 6A high school baseball State tournament to claim victory; and*

WHEREAS, *through their actions, commitment and hard work the Celtics varsity baseball team successfully came together and portrayed the best characteristics of champions; and*

WHEREAS, *this final success has capped a Cinderella season in which the Celtics ultimately conquered #1 ranked team, Roseburg in the title game to become State champions for the first time since 1992; and*

WHEREAS, *the City Council, on behalf of the citizens of Keizer wishes to recognize the Celtics varsity baseball team for demonstrating superior skills in hitting, pitching and defense under the leadership of Head Coach Craig Nicholas to claim this great victory for all of Keizer.*

NOW THEREFORE, BE IT PROCLAIMED *by Mayor Lore Christopher of Keizer, Oregon, with the enthusiastic concurrence of the City Council that* ***July*** *is*

McNary Celtics Month

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Keizer, Oregon to be affixed to this document this 6th day of July 2009.*

Signed: _____

Mayor Lore Christopher

COUNCIL MEETING: July 6, 2009

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

FROM: CHRIS EPPLEY
CITY MANAGER

THROUGH: TRACY L. DAVIS, MMC
CITY RECORDER

SUBJECT: IF I WERE MAYOR CONTEST

Each year, the Oregon Mayor's Association sponsors the "If I Were Mayor" Student Contests. The contest has three categories, a poster contest for 4th through 6th grade, essay contest for middle school students, and video or power point presentation for high school or college students. Local students first submit their entries at the local level with the winner from each category moving on to the state competition.

The City of Keizer opened the local contest on March 25th. Taylor Chappell, a student at Cummings Elementary submitted the winning poster. Taylor has been invited to attend the Council meeting to show his poster and receive his local prize; a $50 gift card. Unfortunately, we did not receive any entries for the essay or video/power point presentations.

Congratulations Taylor!

CITY COUNCIL MEETING: July 6, 2009

AGENDA ITEM NUMBER:_____

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

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

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

SUBJECT: **KEIZER POINTS OF INTEREST COMMITTEE APPOINTMENT**

ISSUE:

In June, Joan Pauley submitted her resignation from position number 3 on the Keizer Points of Interest Committee. Ms. Pauley was serving a three year term scheduled to expire in November, 2011. A media release was distributed and one application was received. The Volunteer Coordinating Committee reviewed the application and voted to recommend the appointment of Lynn Toms to fill the vacant position.

RECOMMENDATION:

It is hereby recommended the Council accept the recommendation of the Volunteer Coordinating Committee and appoint Lynn Toms to serve in position number 3 on the Keizer Points of Interest Committee.