

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, February 4, 2019
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
 - a. McNary High School AVID Program – Shoe Battle of the Schools
 - b. Recognition of Alayna Garcia – Oregon’s Kid Governor Program
5. **COMMITTEE REPORTS**
 - a. Volunteer Coordinating Committee Recommendations for Appointment – Keizer Parks Advisory Board, Keizer Points of Interest Committee, and Keizer Public Arts Commission
6. **PUBLIC TESTIMONY**

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.
7. **PUBLIC HEARINGS**
 - a. **ORDINANCE** – To Vacate a Portion of Chemawa Road NE, Keizer, Oregon
8. **ADMINISTRATIVE ACTION**
 - a. Keizer United Disbursement Request
 - b. **ORDER** – Designating “No Parking” Zone in a Certain Area of Parkmeadow Drive Northeast, Keizer, Oregon
 - c. **RESOLUTION** – Authorizing City Manager to Order Removal of Persons from City Property

9. **CONSENT CALENDAR**

- a. **RESOLUTION** – Approving the City Engineer’s Report; Declaring the City’s Intent to Form Sterling Meadow Street Lighting Local Improvement District; Providing Notice and Setting Hearing
- b. **RESOLUTION** – Authorizing City Manager to Sign Agreement for Purchase and Installation of Water Telemetry System Upgrade (FY 18/19)
- c. **RESOLUTION** – Approving Extension of the Cable Television Franchise Agreement with Comcast of Oregon, Inc. (Formerly Known as Far-West Communications, Inc., DBA AT&T Cable Services)
- d. **RESOLUTION** – Authorizing Chief of Police to Enter Into Interagency Memorandum of Understanding for License Plate Scanning with Washington State Patrol
- e. Approval of January 22, 2019 Regular Session Minutes

10. **COUNCIL LIAISON REPORTS**

11. **OTHER BUSINESS**

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

12. **WRITTEN COMMUNICATIONS**

To inform the Council of significant written communications.

13. **AGENDA INPUT**

February 11, 2019

5:45 p.m. – City Council Work Session

- City Council Orientation

February 19 (Tuesday)

7:00 p.m. – City Council Regular Session

February 25, 2019

5:45 p.m. – City Council Work Session

- 2019-2020 City Council Goal Discussion

14. **ADJOURNMENT**

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

CITY COUNCIL MEETING: February 4, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

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

**SUBJECT: MCNARY HIGH SCHOOL AVID PROGRAM – SHOE BATTLE OF THE
SCHOOLS**

ISSUE:

The AVID (Advancement Via Individual Determination) Program at McNary High School is participating in the seventh annual Shoe Battle of the Schools where schools across the Salem-Keizer area compete to see who can collect the most shoes with the goal of giving them to local kids in need. McNary HS AVID teacher Heather Zehr and a few of the students will attend the City Council meeting to promote this project.

CITY COUNCIL MEETING: February 4, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

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

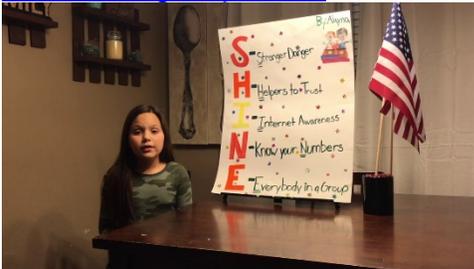
SUBJECT: RECOGNITION OF ALAYNA GARCIA – OREGON’S KID GOVERNOR PROGRAM

ISSUE:

Oregon’s Kid Governor is a statewide civics program for 5th graders sponsored by the Oregon Secretary of State’s office. Each school in Oregon is eligible to enter one student candidate to run in the statewide election that other 5th graders vote in. Oregon’s Kid Governor candidates create a campaign video outlining why they want to be Oregon’s Kid Governor, their leadership qualities and skills, a community issue that they want to address and why that issue is important. Alayna Garcia, student at Forest Ridge Elementary entered the contest and was chosen as one of the seven finalists. Alayna will be attending the City Council meeting to present her video.

Link to video:

<https://www.youtube.com/watch?v=UWPoTp8Dq94&list=PL5ZVC0MZ0XoOQevIa128VEhPgYhqBCrZH>



CITY COUNCIL MEETING: February 4, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: TRACY L. DAVIS, MMC
CITY RECORDER

SUBJECT: VOLUNTEER COORDINATING COMMITTEE RECOMMENDATIONS FOR APPOINTMENT

ISSUE:

The Volunteer Coordinating Committee met on January 17, 2019 to review applications and interview candidates for openings on several committees. The Committee is recommending the following applicants for appointments:

- Parks Advisory Board – **Mike Pantelone** for Position #2 term expiring December 31, 2019.
- Keizer Points of Interest Committee – **Shannon Flowers** for Position #4, term expiring November 30, 2021.
- Public Art Commission – **Dakota Saunders** for Position #2 term expiring June 30, 2020.

RECOMMENDATION:

It is recommended the City Council accept the recommendations of the Volunteer Coordinating Committee and appoint the applicants as outlined above.

CITY COUNCIL MEETING: February 4, 2019**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *VACATION OF PORTION OF CHEMAWA ROAD NE, KEIZER, OREGON*

At its December 17, 2018 meeting, Council initiated the street vacation process for a portion of Chemawa Road NE and the matter is set for public hearing tonight.

When the roundabout was installed at the intersection of Chemawa Road and Verda Lane, Chemawa Road was realigned and resulted in the roadway being further aware from the property owner's property than it was before the realignment. At the time of the realignment, the property owner on the northeast corner of Chemawa Road and Verda Lane was informed that a portion of the right-of-way could be vacated at a later date.

The Public Works Department recommends vacating a portion of Chemawa Road Northeast adjacent to the property owner's property so that the vacated right-of-way could be used as a side yard.

RECOMMENDATION:

Open and conduct the public hearing. If there are no remaining questions, close the public hearing and adopt the attached Ordinance.

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

ESJ/tmh
attachment

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A BILL

ORDINANCE NO.

2019-_____

FOR

AN ORDINANCE

TO VACATE A PORTION OF CHEMAWA ROAD NE,
KEIZER, OREGON

The City of Keizer ordains as follows:

Section 1. PUBLIC HEARING. The City Council held a public hearing on the proposed vacation of a portion of Chemawa Road NE, Keizer, Oregon, specifically the property described in Exhibit “A” and shown in Exhibit “B” attached hereto, on the 4th day of February, 2019. At that time, the question to vacate and any objections or remonstrances were heard. The time for filing objections and remonstrances has fully expires.

Section 2. NOTICE OF STREET VACATION. The City Council determines that the required legal notice has been published in the City official newspaper once each week for two consecutive weeks prior to the date of the hearing; and the legal notice was posted at or near each end of the proposed vacated street in at least two conspicuous places in the proposed vacation area within five days of the first publication notice. Further, the Council determines that the posting of notice was completed and the first publication of notice appeared at least 14 days prior to the hearing.

1 Section 3. CONSENT OF REAL PROPERTY OWNERS. The City Council
2 determines that the proposed vacation will not substantially affect the market value of the
3 abutting property. Further, the City Council determines that the City has not received
4 written objections from owners of a majority of the area affected, computed on the basis
5 provided in ORS 271.080. Therefore, consent by the abutting property owners is not
6 required pursuant to ORS 271.130(1).

7 Section 4. PUBLIC INTEREST SERVED. The Council determines that the public
8 interest is served and not prejudiced by the proposed vacation.

9 Section 5. LAND USE CONSIDERATIONS. The Council determines that the
10 proposed vacation would not constitute a significant impact on present or future land
11 uses.

12 Section 6. VACATION. The Council ordains that the property described on
13 Exhibit "A" and shown on Exhibit "B" attached hereto and by this reference
14 incorporated herein be vacated.

15 Section 7. CONDITIONS OF VACATION. Nothing contained herein shall
16 cause or require the removal or abandonment of any sewer, water line, conduit of any
17 kind, wires, poles or equipment of any kind, which are now installed in said street and
18 used or intended to be used for any public service, and owned or used by any public or
19 private utility, and the right is hereby reserved to maintain and continue to repair,

1 reconstruct, renew, replace, rebuild or enlarge any and all such facilities and the right-of-
2 way rights shall continue for such purposes. This vacation is conditioned upon and
3 subject to execution by the land owners and recording in the public record of easements
4 in favor of the City of Keizer for any and all utilities and services in or to be placed in
5 the public right-of-way that is the subject of this vacation.

6 Section 8. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days
7 after its passage.

8 PASSED this _____ day of _____, 2019.

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10 SIGNED this _____ day of _____, 2019.

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Mayor

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City Recorder

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AKS ENGINEERING & FORESTRY, LLC
 12965 SW Herman Road, Suite 100, Tualatin, OR 97062
 P: (503) 563-6151 F: (503) 563-6152

AKS Job #4353-42

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - KEIZER, OR - BEND, OR

EXHIBIT A

A tract of land located in the Northeast One-Quarter of Section 2, Township 7 South, Range 3 West Willamette Meridian, City of Keizer, Marion County, Oregon, and being more particularly described as follows:

Beginning at the northwest corner of Lot 8, Block 1 of the plat of "Benjamin Clagett's Subdivision", also being on the easterly right-of-way line of Verda Lane NE (30.00 feet from the centerline); thence along said easterly right-of-way line, South 19°40'47" East 60.45 feet to the True Point of Beginning; thence continuing along said easterly right-of-way line, along a curve to the left with a Radius of 20.00 feet, Delta of 90°35'37", Length of 31.62 feet, and a Chord of South 64°58'36" East 28.43 feet, to the northerly right-of-way line of Chemewa Road NE (30.00 feet from the centerline); thence along said northerly right-of-way line, North 69°43'36" East 106.53 feet; thence along a curve to the left with a Radius of 88.15 feet, Delta of 66°43'04", Length of 102.65 feet, and a Chord of North 36°22'03" East 96.94 feet; thence leaving said northerly right-of-way line, South 03°00'31" West 17.14 feet; thence along a curve to the right with a Radius of 145.00 feet, Delta of 64°01'21", Length of 162.02 feet, and a Chord of South 35°01'11" West 153.72 feet; thence South 67°01'52" West 8.01 feet; thence along a curve to the right with a Radius of 50.00 feet, Delta of 64°01'19", Length of 55.87 feet, and a Chord of North 80°57'29" West 53.01 feet; thence North 48°56'49" West 36.89 feet; thence along a curve to the right with a Radius of 20.00 feet, Delta of 29°16'02", Length of 10.22 feet, and a Chord of North 34°18'48" West 10.11 feet; thence North 19°40'47" West 2.42 feet to the True Point of Beginning.

The above described tract contains 6,581 square feet, more or less.

11/21/2018

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Michael S. Kalina

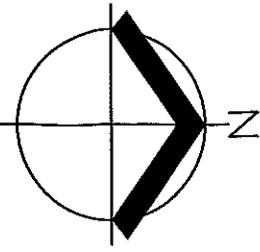
OREGON
 JANUARY 12, 2016
 MICHAEL S. KALINA
 89558PLS

RENEWS: 6/30/19

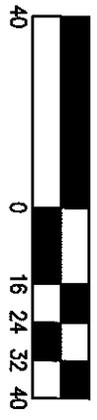
EXHIBIT B

A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 2,
TOWNSHIP 7 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN,
CITY OF KEIZER, MARION COUNTY, OREGON

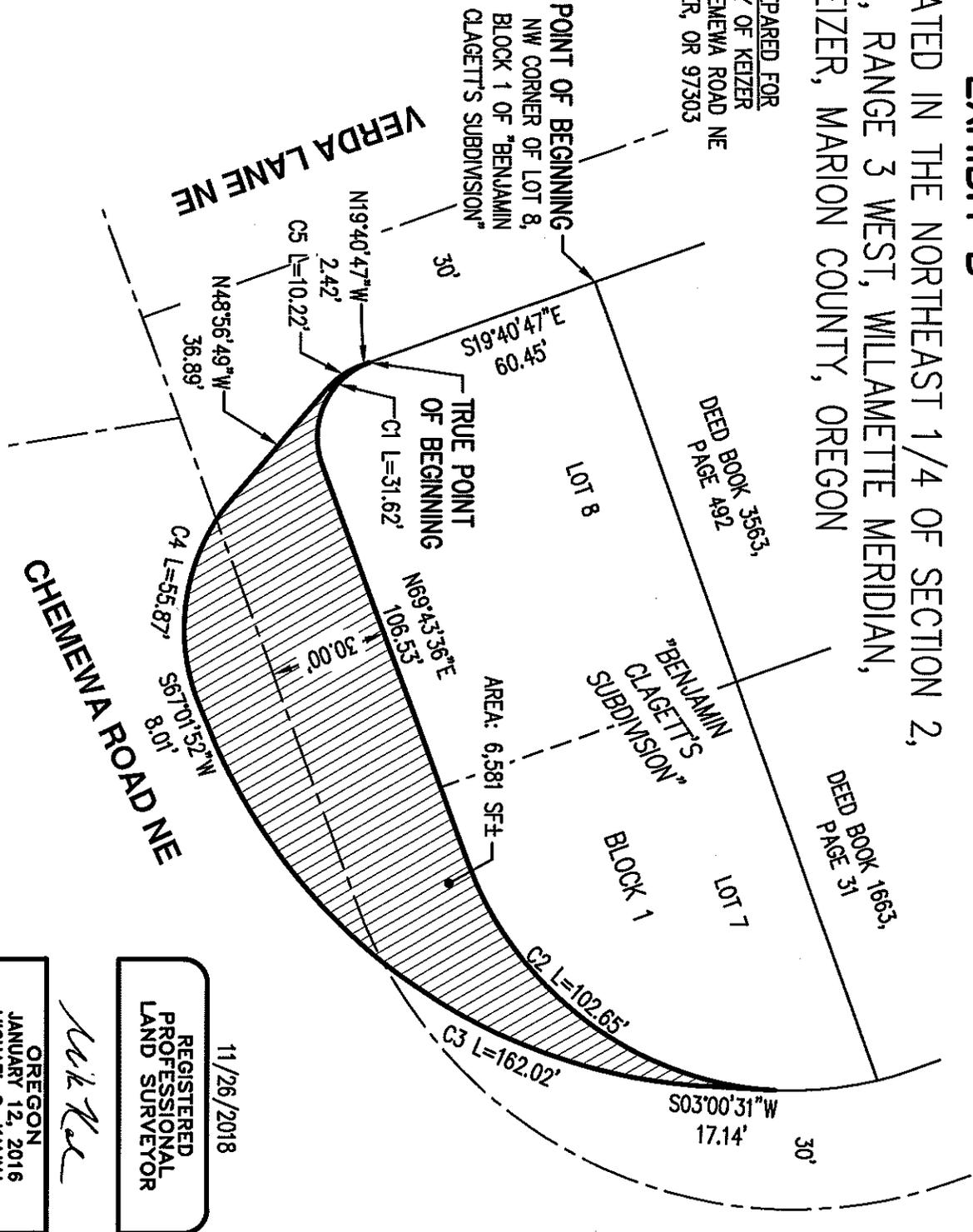
PREPARED FOR
CITY OF KEIZER
930 CHEMENA ROAD NE
KEIZER, OR 97303



SCALE: 1" = 40 FEET



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	20.00'	90°35'37"	31.62'	S64°58'36"E 28.43'
C2	88.15'	66°43'04"	102.65'	N36°22'03"E 96.94'
C3	145.00'	64°01'21"	162.02'	S35°01'11"W 153.72'
C4	50.00'	64°01'19"	55.87'	N80°57'29"W 53.01'
C5	20.00'	29°16'02"	10.22'	N34°18'48"W 10.11'



11/26/2018
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Mik Kalina
OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS
RENEWS: 6/30/19

RIGHT-OF-WAY VACATION

EXHIBIT
B

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
P: 503.563.6151 F: 503.563.6152 aks-eng.com



DRWN: CC
CHKD: MK
AKS JOB:
4353-42

CITY COUNCIL MEETING: February 4, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: TIM WOOD, FINANCE DIRECTOR

SUBJECT: KEIZER UNITED DISBURSEMENT REQUEST

BACKGROUND:

During the 2018-19 City of Keizer budget committee meetings, Keizer United requested \$2,000 in funding. The Budget Committee recommended the appropriation be included in the 2018-19 City of Keizer's Committee Approved Budget subject to additional review and approval by the City Council prior to the disbursement of funds.

At the August 6, 2018 regular City Council meeting \$1,000 of the \$2,000 appropriated was approved for release to Keizer United. It was requested that Keizer United report back with how the funds were used before the remaining \$1,000 of appropriations would be approved for release. See Exhibit A for use of the funds.

In addition see Exhibit B for the Keizer United Community Funds Application form used to approve funding requests.

FINANCIAL IMPACT:

The 2018-19 City of Keizer's Adopted Budget provides for up to \$2,000 in appropriations for Keizer United. Approval of the disbursement request would authorize the City to disburse those funds to Keizer United.

RECOMMENDATION:

Staff recommends that the City Council review the exhibits and determine how much, up to the remaining \$1,000 appropriated, to authorize the City to disburse to Keizer United.

Keizer United Spending of \$1000.00 from City

Keizer School Klosets - \$500
Rickman Garden - \$500

Keizer United Possible Community Support Opportunities for the Next \$1000.00 from the City

Kennedy Elementary and other Keizer Schools
Satellite Gaming
5K Foot Pursuit for Special Olympics
and more....



Keizer United

COMMUNITY FUNDING APPLICATION FORM

**Better Together
to make a difference**

Keizer United formed in 1996 by a group of local community members. Established Non-Profit in 1996 EIN 93-1219728. Keizer United is a recognized Community Partner Team (CPT).

Keizer United Community Funding provides support for the Keizer area. As part of that commitment we aim to help enhance the lives of people living around us, and to help promote co-operative values and principles. We believe that creative sustainable solutions come from people who work, live, and worship within our community.

Overview

Community Fund amounts vary according to need. Applicants can be submitted at any time. One application per organization per year.

Organizations can request a funding application at keizerunited@gmail.com. A PDF form will be forwarded to your organization. A word document can be forwarded by request. Application must be filled out and forwarded to Keizer United. Funding applicant will be invited to attend a Keizer United board meeting to present official fund request. **ALL APPLICANTS MUST ATTEND BOARD MEETINGS** as described below to be considered for funding.

If funding is approved and received, applicant and/or member of organization must complete report form, present on support funds within 2 months of completion, and attend a minimum of three meetings within six months.

Areas of Funding:

There are 7 areas of funding for which an organization can apply.

- ♦ **Children and Youth**: *provide services to help children and youth be healthy and well*
- ♦ **Families**: *Strengthen family skills and ability to nurture children and youth*
- ♦ **Education**: *Create support for higher education, after school enrichment and tutoring*
- ♦ **Homelessness/poverty**: *create a community of culture of awareness and support*
- ♦ **Healthy Living**: *Sustainable approaches to promote healthy living, good nutrition, activities, prevention*
- ♦ **Public Safety**: *Prevention, education, self-awareness, community awareness*
- ♦ **Diversity and Inclusion**: *Fostering the building of relationships and understanding among diverse groups.*

All fund applications are made subject to Keizer United review of the organization's reputation and activities and the organization's agreement to comply with Keizer United terms and conditions. Keizer United reserves the right to decline funding to any organization based on Keizer United review of the organization's reputation and activities.

Community Funding Application Form

Please ensure that you have read and understood the application terms and criteria.

SECTION 1 - CONTACT INFORMATION

1a) Applicant name/ group name

1b) Contact name

1c) Contact address

1d) Contact e-mail

1e) Contact phone

1f) Registered Address (If applicable)

1g) Position in Organization/Group

1h) Are you or any member of your group a member of Keizer United? (YES) (NO)

If yes, please provide a list of members with e-mail,
and phone

SECTION 2 - Tell us about your group

2a) What category does your project fall into? (please check)

- Children/Youth Families Education
 Homelessness/poverty Healthy Living Public Safety
 Diversity Other (please specify) _____

2b) Please provide a brief description of the activities you/your group undertake

2c) In what year was the group founded? (if applicable)

2d) Are you a registered charity?

If yes, please provide registered

number 2e) Are you a co-operative? Yes No

A cooperative (also known as co-operative, co-op, or coop) is "an autonomous association of persons united voluntarily to meet their common economic, social, and cultural needs and aspirations through a jointly-owned and democratically-controlled enterprise". Cooperatives may include: non-profit community organizations.

SECTION 3 - Tell us about the community activity you wish to support

3a) How much are you applying for?

3b) Are you applying for, or receiving funding from another source?

If so, from where and how much?

3c) Please explain what the community fund support will be used for.

3d) How will your project benefit the community?

SECTION 4 - Keizer United disclaimer

4a) Keizer United is a 501c(3) EIN 93-1219728 Non-profit organization. We are a community partner team (CPT) and although funds are limited, we strive to support the Keizer Community with funding we receive in support of our mission and vision. Funds are not guaranteed.

4b) Keizer United will sometimes use information about your project/group for promotional purposes on social media, print media, or another source. Do you give permission for this?

4c) Keizer United will use methods such as email to keep you informed of Keizer United business. Please mark if accept email notifications in area(s) listed:

Board meetings Events Public Information Grant information

SECTION 5 - Acceptance

By signing this application, I confirm all information is credible and I have read and accepted the Selection Criteria

Printed name: _____

Signature _____

Date: _____

	In person	e-mail	Mail	Other
Date & Board Member who received request:				
Date KU Member Presented to board:				
Date applicant invited to present at board meeting:				
Date & Name of applicant attended and presented at board meeting:				
If accepted, amount granted:				
Notes:				
If rejected why:				

CITY COUNCIL MEETING: February 4, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

**SUBJECT: ESTABLISHING A NO PARKING ZONE ON PARKMEADOW DRIVE NE
AT ONEIL ROAD NE**

DATE: January 23, 2019

BACKGROUND:

Staff was contacted by the Salem Keizer Transit District (Cherriots) about establishing a No Parking Zone on Parkmeadow Drive NE at the intersection of Oneil Road NE. Cherriots recently completed constructing landing pads at multiple locations in Keizer including this location. The No Parking Zone will ensure the bus can stop and align with the landing pads at all times.

Cherriots staff have requested a 90 foot section of Parkmeadow Drive, immediately east of the intersection of Oneil Road, be designated No Parking to allow the buses to align with the landing pads and not block the intersection while they are stopped loading or unloading riders. Staff has visited the site and finds there is little to no impact creating this No Parking zone as there are no homes directly adjacent to Parkmeadow Drive in this area and therefore there is very little demand for parking in this particular area.

The proposed No Parking Zone will be identified with one sign placed at the east end of the zone that says No Parking from Here to Corner with an arrow pointing to the left.

FISCAL IMPACT:

There is minimal fiscal impact with establishing a No Parking Zone at this location and funds are available in the City Council adopted FY 18-19 Street Fund Budget, line 53.

RECOMMENDATION:

Staff recommends the City Council consider the matter and adopt the attached Order designating the No Parking Zone on Parkmeadow Drive NE at the intersection of Oneil Road NE as indicated on the attached Exhibit.

Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

ORDER

DESIGNATING “NO PARKING” ZONE IN A CERTAIN AREA OF PARKMEADOW DRIVE NORTHEAST, KEIZER, OREGON

WHEREAS, the City Council of the City of Keizer has authority pursuant to state statute and Keizer Ordinance No. 2017-774 to establish “no parking” zones;

WHEREAS, Salem-Keizer Transit District has requested that a “no parking” zone be placed in a certain area of Parkmeadow Drive Northeast to allow the buses to align with the landing pads and not block the intersection while they are stopped loading and unloading riders;

WHEREAS, the City Council has reviewed the matter and finds that it is appropriate to designate a certain area as “no parking”.

NOW, THEREFORE;

IT IS HEREBY ORDERED by the City Council of the City of Keizer that a “no parking” zone is hereby established in a certain area of Parkmeadow Drive Northeast as indicated on the attached exhibit.

IT IS HEREBY FURTHER ORDERED that the costs associated with the “no parking” zone be paid from the Street Fund.

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1 IT IS HEREBY FURTHER ORDERED that this Order shall take effect
2 immediately upon its passage.

3 PASSED this _____ day of _____, 2019.

4 SIGNED this _____ day of _____, 2019.

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Mayor

City Recorder



CITY COUNCIL MEETING: February 4, 2019**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: AUTHORIZING CITY MANAGER TO ORDER REMOVAL OF PERSONS FROM CITY PROPERTY

There has been an increase in the number of persons remaining in the parks or other City property after designated hours. For the most part, such individuals will leave when requested. However, a few are not cooperative with such request.

In a rare instance, it will be necessary to arrest a person for trespass if they continue to refuse to leave. Though it would be assumed the City Manager has that authority, I feel it is appropriate for the City Council to clearly indicate that the City Manager may order the removal of persons in certain circumstances.

I have prepared a Resolution authorizing the City Manager to be the Person in charge under state trespassing laws so that he may order that certain locations of City-owned property are closed to the public at certain hours and persons remaining after such hours are subject to arrest.

I am reviewing a more comprehensive ordinance that deals with specific instances, including the issue of Council Chambers and lobby use. I will be bringing that back to Council in the coming months.

RECOMMENDATION:

Adopt the attached Resolution.

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 R2019-_____

AUTHORIZING CITY MANAGER TO ORDER REMOVAL OF PERSONS FROM CITY PROPERTY

WHEREAS, the City Manager is the administrative head of the City pursuant to the City Charter;

WHEREAS, the City Manager may from time-to-time be called upon to order certain locations of City-owned property be closed to the public at certain times;

WHEREAS, it is appropriate to formally designate the City Manager as the Person in charge pursuant to state statute for purposes of ordering removal of persons;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is designated as the Person in charge as that term is defined in ORS 164.205(5);

BE IT FURTHER RESOLVED that the City Manager may delegate such authority to a department head in writing for no more than fourteen (14) days;

BE IT FURTHER RESOLVED that the City Manager may issue standing orders regarding specific locations or times that City-owned property is closed to the public and such orders shall be observed and enforced by law enforcement officials without further order by the City Manager;

1 BE IT FURTHER RESOLVED that the City Manager may order removal of
2 persons from City-owned property if such persons are violating any applicable law or are
3 causing or creating a disturbance or unsafe situation;

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

6 PASSED this _____ day of _____, 2019.

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8 SIGNED this _____ day of _____, 2019.

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Mayor

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City Recorder

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COUNCIL MEETING: February 4, 2019**AGENDA ITEM NUMBER: _____****TO: MAYOR CLARK AND CITY COUNCIL MEMBERS****THROUGH: CHRIS EPPLEY
CITY MANAGER****FROM: TRACY L. DAVIS, MMC
CITY RECORDER****SUBJECT: STERLING MEADOW STREET LIGHTING LOCAL IMPROVEMENT DISTRICT****ISSUE:**

On December 3, 2018 the City Council adopted Resolution R2018-2933 declaring the City's intent to initiate Sterling Meadow Street Lighting Local Improvement District and directing the City Engineer to make a survey and file a written report with the City Recorder. This Council action was taken in response to a petition from the developer requesting the formation of a lighting district in this area.

Attached to this staff report is a City Engineer's report filed for Sterling Meadow Street Lighting Local Improvement District. The report was reviewed by the Public Works Department and found to meet the guidelines as outlined in the City of Keizer Ordinance for development of street lighting districts. Upon adoption of the report by the City Council, a public hearing will be scheduled to receive any remonstrances to the formation of this street lighting district.

FISCAL IMPACT:

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

RECOMMENDATION:

It is recommended City Council adopt a Resolution approving the City Engineer's Report and set the public hearing date for March 4, 2019 to consider remonstrances and other comments on the district's formation and objections to proposed assessments.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

APPROVING THE CITY ENGINEER’S REPORT; DECLARING THE CITY’S INTENT TO FORM STERLING MEADOW STREET LIGHTING LOCAL IMPROVEMENT DISTRICT; PROVIDING NOTICE AND SETTING HEARING

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

Section 1. That the City Council hereby finds the City Engineer’s Report, marked as exhibit “A” and by this reference incorporated herein, containing preliminary plans and an estimate of probable costs for Sterling Meadow Street Lighting Local Improvement District which was filed with the City Recorder on January 22, 2019 to be satisfactory, and the same are hereby approved and adopted.

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

Section 3. That the City Council hereby directs the City Recorder to give notice of its intention to form Sterling Meadow Street Lighting Local Improvement District and to make the improvements by sending notice to the property owners within the district stating a public hearing will be held on March 4, 2019, said notice to also provide that information required under City of Keizer Ordinance 94-278, an ordinance providing for procedures for municipal lighting districts and special assessments.

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

PASSED this ___ day of _____, 2019.

SIGNED this ___ day of _____, 2019.

Mayor

City Recorder

City of Keizer Engineer's Report Sterling Meadow SLD

Date: January 18, 2019

Client: CITY OF KEIZER

Engineer: William Peterson, P.E.

Engineering Firm: AKS Engineering & Forestry, LLC
4300 Cherry Ave. NE
Keizer, OR 97303

City Council Action: January 22, 2019



CERT. EXP. DEC. 31, 2020

TO: The Hon. Mayor and City Council

FROM: City Engineer's Office

SUBJECT: Street Lighting District for Sterling Meadow Subdivision

Authority and Purpose: This report is submitted in accordance with the requirements of City of Keizer **Ordinance No. 94-278** and Council **Resolution 2018-2933** for the purpose of creating the subject Street Lighting District.

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

Lighting Plan: The lighting improvements will consist of 3, 47-Watt, LED luminaries at 30' mounting height on a 35', heavy duty gray, direct burial fiberglass pole with 6' aluminum mast arm. Two additional luminaires with the same specifications will be mounted on an existing wood pole. This design is selected to meet current city standards and provide the most efficient light coverage. It is recommended that installation be accomplished by the following method:

Portland General Electric Co. (PGE) would install the underground wiring and supply the electrical power to the District. The luminaries and poles would be furnished, owned and maintained by PGE.

Estimated Costs:

Developer:

(3) Pole & 47-Watt luminary @ \$11.65 per month ea. x 12 mos.	\$419.40
(2) 47-Watt luminary @ \$5.02 per month ea. X 12 mos.	\$120.48
Administrative Fee @ \$8.10/Lot:	\$121.50
Engineering @ \$14.00/Lot:	<u>210.00</u>
Total Assessment	\$871.38
(1) Per Lot Assessment (First Year, 15 Lots)	\$58.09

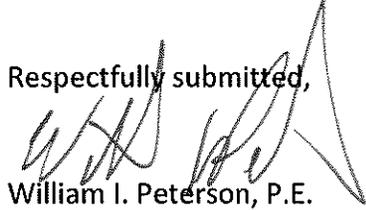
(1) Includes tax roll preparation, audit, delinquencies and miscellaneous administrative costs to the City as authorized by Res. 94-716.

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

For the developer, the first year assessment would include the one-time costs for District formation and engineering. Subsequent year's assessments would reduce to \$35.99 per lot.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'William I. Peterson', is written over the text 'Respectfully submitted,'.

William I. Peterson, P.E.
City Engineer

PRELIMINARY ASSESSMENT ROLL

STERLING MEADOW
STREET LIGHTING DISTRICT

*Assessors Map and Tax Lot No. 07 3W 04A 02100

<u>Lot#</u>	<u>Owner</u>	<u>Cost (per lot)</u>
1 - 15	TRADEMARK ENTERPRISES, LLC P.O. Box 5248 Salem, OR 97304	\$58.09 (first year)
	Total Assessment:	\$871.38

CITY COUNCIL MEETING: February 4, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: TELEMETRY UPDATE FY-18/19

DATE: January 24, 2019

BACKGROUND:

The computerized telemetry and Supervisory Control and Data Acquisition (SCADA) system used to operate and control the City's water production system has components that have been discontinued and are no longer serviceable. These components are located at each well pumping station and consist of the Programmable Logic Controllers (PLC's), the Operator Interface panel and associated programming necessary.

Staff solicited quotes for these services and received a quote from Taurus Power and Controls Inc. for \$70,900.00.

FISCAL IMPACT:

Funds for this upgrade are allocated in the FY-18/19 Water Facility Fund line 19.

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager enter into a contract in the amount of \$70,900.00 with Taurus Power & Controls Inc. for the update of the City's telemetry system.

Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

AUTHORIZING CITY MANAGER TO SIGN AGREEMENT FOR PURCHASE AND INSTALLATION OF WATER TELEMETRY SYSTEM UPGRADE (FY 18/19)

WHEREAS, a request for proposals was issued for the upgrade of the water telemetry system for the City of Keizer;

WHEREAS, only one proposal was received in the amount of \$70,900.00 from Taurus Power & Controls, Inc.;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to sign the attached agreement with Taurus Power & Controls, Inc. for the purchase and installation of the water telemetry system upgrade (FY 18/19).

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

PASSED this _____ day of _____, 2019.

SIGNED this _____ day of _____, 2019.

Mayor

City Recorder

AGREEMENT BETWEEN CITY OF KEIZER
AND
TAURUS POWER & CONTROLS, INC. FOR
UPGRADE OF TELEMETRY SYSTEM
(2019)

DATE: January 24, 2019

PARTIES: CITY OF KEIZER, an Oregon (hereinafter "City")
Municipal corporation
Attn: Bill Lawyer
PO Box 21000
Keizer, OR 97307

TAURUS POWER & CONTROLS, INC. (hereinafter "Consultant")
9999 W Avery St.
Tualatin, OR 97062

RECITALS:

A. City requires an upgrade to its telemetry system, hereinafter referred to as the "Project" and as more fully described in this Agreement.

B. Consultant is qualified on the basis of specialized experience and technical competence and is prepared to provide the services in connection with this Project.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT:

1. TERM OF AGREEMENT. This Agreement shall cover services rendered from February 5, 2019 through June 15, 2019.

2. CONSULTANT'S SERVICES. Consultant agrees to provide services described in Exhibit "A" (Request for Quote), which is attached hereto and incorporated by reference into this Agreement. Should any of these documents be inconsistent or in conflict, the documents shall control in the following order: this Agreement and the Request for Quote.

3. COMPENSATION. Consultant's compensation shall be as follows: Consultant's compensation for the services (materials and labor) described under this Agreement shall not exceed Seventy Thousand, Nine Hundred and no/100 (\$70,900.00), unless the parties agree in writing to a change in scope and/or compensation.

4. PAYMENT TERMS. Payment for services shall be made following completion of services performed and within 30 days of receipt of invoice.

5. INDEPENDENT CONTRACTOR. It is agreed to that Consultant shall act and be an independent contractor and not an employee of the City, and shall obtain no rights to any employee benefits, which accrue, to City's employees. It is understood that City does not agree to use Consultant exclusively. It is further understood that Consultant is free to contract for similar services to be performed for other persons while he is under contract with City.

6. ASSIGNMENTS. Neither the City nor Consultant shall assign this Agreement without the written consent of the other.

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

8. INSURANCE REQUIREMENTS. During the term of this Agreement, Consultant shall maintain, at a minimum, the following insurance:

- a. General Liability. Consultant shall maintain commercial general liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 annual aggregate, which protects it from claims for personal injury, bodily injury and property damage.
- b. Automobile Liability. Consultant shall maintain automobile liability coverage for non-owned and hired autos, in the amount of \$1,000,000 per occurrence which protects Consultant from claims for bodily injury and property damage.
- c. Workers' Compensation Insurance. Prior to commencing services, and on an annual basis thereafter, Consultant shall, if requested, provide City with certificates of insurance attesting to existence of the insurance coverage required by this Agreement.
- d. The General Liability and Automobile Liability Certificates shall be endorsed to name the City of Keizer, its officers, agents, contractors, and employees as additional insured. Such certificates and additionally named insured endorsements shall be delivered to City within 10 days of Consultant's signing of this Agreement. Such certificates shall provide that no coverage shall be cancelled without 30 days written notice to City except 10 days notice for non-payment of premium. In the event Consultant does not obtain or maintain the coverage required by this Agreement, City may, at its option, terminate this Agreement.

9. OWNERSHIP OF WORK PRODUCT. Upon payment of all fees and expenses, all instruments of professional services prepared by Consultant on this project,

including but not limited to, drawings and specifications, if any, are the property of the City.

10. SAFETY MEASURES. Consultant understands and agrees that Consultant, and Consultant's employees will comply with all OSHA regulations applicable to the work being performed, and with all state and federal requirements, including but not limited to, ADA, Civil Rights Act, and EEO requirements.

11. LIENS. Consultant shall not permit any lien or claim to be filed or prosecuted against City in connection with this Agreement and agrees to assume responsibility should such lien or claim be filed. If at any time there shall be evidence of any lien or claim for which City might become liable and which is chargeable to the Consultant, City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to provide complete indemnification against such lien or claim. In the event City has already paid to Consultant all sums due under this Agreement, Consultant shall be liable to City for any loss so sustained.

12. GUARANTEE. In addition to any manufacturer warranty, Consultant agrees to guarantee all work under this Agreement for a period of one (1) year from the date of acceptance of the work. If any unsatisfactory condition or damage develops within the time of this guarantee due to materials or workmanship which were defective, inferior, or not in accordance with the Agreement, Consultant agrees, whenever notified by City, to immediately place such guaranteed work in a condition satisfactory to City and make repairs of all damage made necessary to the fulfillment of the guarantee. This provision shall survive termination of this Agreement.

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

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

15. CITY RESPONSIBILITIES. City agrees to provide Consultant with all information, surveys, reports, and professional recommendations and any other related items reasonably requested by Consultant in order to provide its professional services. Consultant may rely on the accuracy and completeness of these items. City agrees to provide such items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Consultant's services.

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

17. **STANDARD OF CARE.** Consultant shall provide its services in accordance with generally accepted standards of its profession.

18. **CONFIDENTIALITY.** Consultant shall maintain confidentiality of any private confidential information and any public information exempt from disclosure under state or federal law to which the Consultant may have access by reason of this Agreement. Consultant warrants that its employees assigned to work on services provided in this Agreement shall maintain confidentiality. All terms with respect to confidentiality shall survive the termination or expiration of this Agreement.

19. **SCHEDULE.** Consultant's services shall be performed as expeditiously as is consistent with professional skill and care, however all work shall be completed on or before June 15, 2019.

20. **TERMINATION.** For purposes of the Project, City may terminate this Agreement with seven days' written notice if Consultant is not diligently pursuing work on the Project. Consultant may terminate this Agreement with seven days' written notice only if City has not provided access to the facilities or otherwise not cooperated with Consultant.

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

22. **NOTICES.** All notices hereunder shall be given in writing and mailed postage prepaid, addressed to the parties as set forth above or such other address as either party may provide to the other by notice given in accordance with this provision.

23. **ATTORNEY'S FEES.** In case suit, action, or arbitration is instituted to enforce or rescind any of the rights or provisions expressed in this agreement, the party not prevailing agrees to pay the prevailing party's costs and disbursements related to said proceedings and such sums as the court or arbitrator may adjudge reasonable for the attorney's fees at trial or appeal of said suit or action.

24. **SIGNATURE.** Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

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

CITY:

CITY OF KEIZER

By: _____
Christopher C. Eppley,
City Manager

Dated: _____

CONSULTANT:

TAURUS POWER & CONTROLS, INC.

By:  _____
Jeff Geiger,
Sales Manager

Dated: January 24, 2019

The City of Keizer is looking to upgrade our telemetry system and is requesting a quote from you for the items listed below. Currently we have 17 sites that report data through radio communications to our Telemetry Control Headquarters located at 641 Chemawa Rd. NE Keizer, OR. (Public Works Shop) The Control Center has two CPU's (a main and a redundant back-up) with a UPS, along with two computer work stations (primary, and back-up and one UPS)

We are currently running:

Factorytalk View Studio SE (distributed application)

Win-911 Scan and Alarm

***RTU upgrade to replace obsolete Panelview and PLC hardware.**

The City needs a proposal to furnish and install Panelview Plus 7 operator interface to replace the existing now discontinued Panelview 300 Micro operator interfaces. Furnish and install new Micrologix 1400 PLC's to replace the existing now discontinued Micrologix 1500 PLC's. Update the operator interface and PLC programming as necessary for operation with the new equipment.

I. PROJECT DESCRIPTION:

- Provide 17 each Panelview Plus 7 2711P-T4W21D8S
- Provide 17 each Micrologix 1400 PLC 1766-L32AWAA
- Provide 5 each Micrologix Analog Input Module 1762-IF4
- Provide 1 each Micrologix Analog Output Module 1762-OF4
- Provide necessary ethernet cables for communication between the PLC and new Operator Interface.
- Install new Panelview Plus 7 in existing enclosure
- Install new Micrologix 1400 PLC in existing enclosure
- Install new Micrologix 1400 expansions modules where required.
- Test and verify operation with existing telemetry/SCADA system.
- Furnish updated panel drawings showing the new equipment.

NOTE:

There are 9 different applications within this system conversion of each application for the operator interface and PLC program. Understand the conversion program to convert the Panelview 300Micro application to Panelview Plus7. Keep in mind, the additional work to convert the existing application that is keypad based with the new Panelview Plus 7 application being touch screen based. Need to provide on-site start up and testing. All interconnection drawings of equipment must be provided as well as instruction manuals included.

***Must be able to provide onsite 24 Hr Emergency Service**

Quotes are due by 5:00 pm Friday, January 11th, to be considered. Electronic submissions are acceptable and are to be sent to Brandon Buchheit, Water Source Specialist at buchheitb@keizer.org and Pat Taylor, Water Division Manager at taylorp@keizer.org.

CITY COUNCIL MEETING: February 4, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: EXTENSION OF COMCAST CABLE TELEVISION
FRANCHISE AGREEMENT**

The Comcast franchise agreement has been extended previously. The current extension expires February 28, 2019.

Salem reached agreement with Comcast and it makes sense to review Salem's agreement before moving forward so that (if appropriate) the agreements can be similar in the metro area. Because I have not had an opportunity to review Salem's agreement yet, it is appropriate to extend the agreement to February 28, 2020 to allow time for me to review Salem's agreement and for negotiations with Comcast.

Comcast has taken the position that they are not required to sign any extension agreements; therefore, we do not do a specific extension agreement. Instead, we have drafted a Resolution indicating the City is allowing them to proceed under the current regulations.

RECOMMENDATION:

Adopt the attached Resolution.

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

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2019-_____

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5
6 APPROVING EXTENSION OF THE CABLE TELEVISION
7 FRANCHISE AGREEMENT WITH COMCAST OF OREGON, INC.
8 (FORMERLY KNOWN AS FAR-WEST COMMUNICATIONS, INC.,
9 DBA AT&T CABLE SERVICES)

10
11
12 WHEREAS, the City of Keizer and Far-West Communications, Inc. entered into

13 that certain cable television franchise agreement on or about August 29, 1994;

14 WHEREAS, the agreement was extended several times;

15 WHEREAS, Comcast of Oregon, Inc. is not willing to enter into written extension
16 agreements, but do not object to extending the agreement;

17 WHEREAS, the current extension expires on February 28, 2019;

18 WHEREAS, the parties are continuing informal renewal negotiations in
19 accordance with Section 626 of Title VI of the Communications Act of 1934, as
20 amended, and the parties continue to reserve all rights under Section 626 of Title VI of
21 the Communications Act of 1934, as amended, and do not waive any rights related
22 thereto;

23 WHEREAS, because the parties are unable to reach agreement on the renewal by
24 February 28, 2019, it will be necessary to extend the agreement;

25

1 WHEREAS, it is in the public interest to extend the agreement for an additional
2 period of time so that cable service to the public will not be interrupted;

3 NOW, THEREFORE,

4 BE IT RESOLVED by the City Council of the City of Keizer that the cable
5 television franchise agreement with Comcast of Oregon, Inc. shall be extended through
6 February 28, 2020 or until a renewed agreement is signed, whichever occurs first.

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

9 PASSED this _____ day of _____, 2019.

10 SIGNED this _____ day of _____, 2019.

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Mayor

City Recorder

CITY COUNCIL MEETING: February 4, 2019**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: WASHINGTON STATE PATROL INTERAGENCY
MEMORANDUM OF UNDERSTANDING FOR LICENSE
PLATE SCANNING**

The City has been utilizing a program from the Washington State Patrol that allows the Police Department to receive information regarding stolen vehicles, vehicles wanted in conjunction with felonies, as well as other information. Washington State Patrol has requested that we enter into an updated Interagency Memorandum of Understanding. Staff believes that continued access to this information will be a benefit to the Police Department and desires to enter into the updated Interagency Memorandum of Understanding.

RECOMMENDATION:

Adopt the attached Resolution authorizing the Chief of Police to enter into the Interagency Memorandum of Understanding for License Plate Scanning.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

AUTHORIZING CHIEF OF POLICE TO ENTER INTO INTERAGENCY MEMORANDUM OF UNDERSTANDING FOR LICENSE PLATE SCANNING WITH WASHINGTON STATE PATROL

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements;

WHEREAS, the City of Keizer and Washington State Patrol wish to enter into that certain Interagency Memorandum of Understanding in which Washington State Patrol will provide information regarding stolen vehicles, vehicles wanted in conjunction with felonies, wanted persons, and vehicles subject to seizure based on federal court orders to the Keizer Police Department;

WHEREAS, the City Council of the City of Keizer has considered this matter and wishes to move forward with such Interagency Memorandum of Understanding;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Chief of Police is authorized to enter into the Interagency Memorandum of Understanding for License Plate Scanning attached hereto and by this reference incorporated herein.

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

3 PASSED this _____ day of _____, 2019.

4

5 SIGNED this _____ day of _____, 2019.

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7

8

Mayor

9

10

City Recorder

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12

INTERAGENCY MEMORANDUM OF UNDERSTANDING
FOR LICENSE PLATE SCANNING
BETWEEN
WASHINGTON STATE PATROL
AND
THE KEIZER POLICE DEPARTMENT

This Memorandum of Understanding (MOU) is made and entered into by and between the Washington State Patrol, hereinafter referred to as WSP, and the Keizer Police Department, hereinafter referred to as Recipient. WSP and Recipient may be individually referred to as a Party, or jointly referred to as Parties.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. PURPOSE

It is the purpose of this MOU to establish the Parties understanding regarding transmitting, receiving, and storage of information contained in the National Crime Information Center (NCIC) and the Washington Crime Information Center (WACIC) systems of records made available by WSP to Recipient through a data transfer program' and under which Recipient will receive and safeguard the data, as set forth in this MOU.

This MOU has no affect upon an agreement through which WSP provides NCIC/WACIC data to Recipient through WSP's A Central Computerized Enforcement Service System (ACCESS).

2. BACKGROUND

The Federal Bureau of Investigation (FBI) maintains the NCIC system of records containing multiple files. WSP maintains the WACIC system of records containing multiple files. Information provided by WSP to recipient may include stolen vehicles, vehicles wanted in conjunction with felonies, wanted persons, and vehicles subject to seizure based on federal court orders.

3. SCOPE

This MOU applies to information transferred by WSP to the Recipient through the NCIC and WACIC Vehicle File, License Plate File and Wanted Person File via a secure FTP Server environment. Data to be provided by WSP is described in *Attachment 1, Data Elements and Handling Instructions*.

4. DEFINITIONS

As used throughout this MOU, the following terms shall have the meanings set forth below:

"Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, social security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency course code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information.

"Personal Information" means information or set of linked information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from

disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state and federal statutes.

"Subcontractor" means one not in the employment of a party to this MOU, who is performing all or part of those services under this contract under a separate contract with a party to this MOU. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

5. PERIOD OF PERFORMANCE

The period of performance of this MOU commences on the date it is mutually executed by both parties, and continues in effect until terminated. This MOU shall be reviewed annually to determine whether amendments are needed.

6. DESCRIPTION AND DELIVERY OF DATA

The description of the data to be provided and the format for the delivery is set out in Attachment A.

7. GRANT OF ACCESS

Subject to the terms and conditions of this MOU, WSP hereby grants Recipient with the right of access and use of the data described in *Attachment A, Data Elements and Handling Instructions*.

8. AUTHORIZED ACCESS TO DATA

Access to the data is limited to Recipient agency staff and business partners who are specifically authorized and who have a business need-to-know. In accordance with the terms contained herein and prior to making the data available, the Recipient shall notify all staff with access to the data of the use and disclosure requirements.

9. PERMISSABLE USE OF DATA

Except as otherwise required by law, the data provided by WSP shall be used and accessed only for the limited purposes of carrying out activities pursuant to this MOU as described herein. The data shall not be duplicated or re-disclosed without the prior written authority of WSP, except as required by a state agency in accordance with other state statutes. Each party shall not use the data provided for any purpose not specifically authorized under this MOU.

The Recipient is authorized to receive this data under RCW 39.34.080 and RCW 10.97.050(6) and use it to conduct license plate screening from mobile and fixed sites. Recipient's vendors provide software and screening devices that have the capability of scanning license plates and searching a local database loaded into a patrol vehicle computer or other locations controlled by the agency. WSP will provide current information from the NCIC and WACIC files in order to compare scanned numbers against stolen license plates. Recipient certifies that its vendors providing license plate screening technology do not have access to NCIC/WACIC data provided to the Recipient by WSP.

10. RIGHTS IN DATA

WSP shall be the copyright owner, for all purposes under Title 17 U.S.C., of all data which originates from this MOU. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, or sound reproductions. Ownership includes the right to use, copyright, patent, register, and transfer these rights.

11. FUNDING

This is a non-financial contract and neither party is obligated to make payment to the other party for any matters herein (or describe payment required).

12. RECORDS MAINTENANCE AND INSPECTION

The parties to this MOU shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect delivery, receipt, safeguarding, and uses of the Data shared under this MOU. These records shall be subject to inspection, review, or audit by personnel of each party, other personnel authorized by either party, the Office of the State Auditor, and federal officials authorized by law. Each party shall retain all books, records, documents, and other material relevant to this MOU in accordance with the state retention schedules applicable to their agency. The Office of the State Auditor, federal auditors, and any persons authorized by

either party shall have full access and the right to examine any of these materials during this period.

13. CONFIDENTIALITY

Recipient shall hold Confidential Information, as defined herein, in strictest confidence and make sure of Confidential information for any purpose other than the performance of this MOU; to release it only to authorized employees requiring such information for the purposes of carrying out the provisions of this MOU; not to release, divulge, publish, transfer, sell, disclose or otherwise make known any WACIC information not contained in the NCIC to any other party without WSP's express written consent or as provided by law. Further, the Recipient's use and dissemination of NCIC data provided by WSP under this MOU is governed by agreement with WSP regarding access to, use of, and subsequent dissemination of NCIC data and other information obtained through ACCESS.

Recipient acknowledges and agrees that it has a continuing obligation to comply with all federal and state laws, regulations, and security standards as enacted or revised over time, regarding Data Security, electronic data interchange and restricted Permissible Uses of such information. As agencies of the state of Washington, these standards must minimally meet all regulations set forth by the Office of the Chief Information Officer (OCIO) under OCIO polity 141.10.

14. SAFEGUARDING OF CONFIDENTIAL INFORMATION

Each Party shall protect and safeguard all Confidential Information provided under this MOU against any and all unauthorized disclosure, use, or loss as set forth in Attachment B - *Data Security Requirements*. Because each party is regulated by OCIO standards for the safeguarding of Confidential Information, each party must conform to its own standards in addition to the standards noted in Attachment B.

Each party shall notify the other party in writing within 24 hours upon becoming aware of any unauthorized access, use, or disclosure of Confidential Data. Each party shall take necessary steps to mitigate any and all harmful effects of such use or disclosure.

15. ADMINISTRATIVE RESPONSIBILITIES

As participants in this MOU, the parties will develop mutually and separately appropriate procedures for transmission, dissemination, storage, and destruction of Confidential Information.

a. The Washington State Patrol.

1. WSP Criminal Records Division shall ensure Recipient complies with the Criminal Justice Information Services (CJIS) Security Policy located at www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center. The CJIS Security Policy provides Criminal Justice Agencies (CJA) and Noncriminal Justice Agencies (NCJA) with a minimum set of security requirements for access to Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Division systems and information and to protect and safeguard Criminal Justice Information (CJI). This minimum standard of security requirements ensures continuity of information protection. The essential premise of the CJIS Security Policy is to provide the appropriate controls to protect CJI, from creation through dissemination; whether at rest or in transit. WSP will conduct audits of all agencies working under this MOU to ensure compliance to all state and federal standards. The Recipient shall review CJIS Security Policy at least yearly, and adhere to the most recently revised version.
2. WSP will conduct compliance audits and Recipient is also subject to FBI audits.

16. SECURITY RESPONSIBILITIES OF RECIPIENT

Technical Roles and Responsibilities

Recipient must comply with and enforce system security as required by the CJIS Security Policy and must have someone designated as the IT point of contact (POC).

Recipient is responsible for enforcing system security standards for their agency, in addition to all of the other agencies to which the Recipient provides CHRI information. Authorized users shall access and disseminate the CHRI data only for the purpose for which they are authorized. Recipient shall have a written policy for the discipline of policy violators.

Technical Security Training

All Information Technology (IT) employees who have access to and those who have direct responsibility to configure and maintain FBI CJIS systems must review Level 4 CJIS Security Awareness training in CJIS Online within six months of their appointment or assignment, which will be verified by audit.

Physical Security

A physically secure location is a facility or an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect the CHRI and associated information systems. The perimeter of the physically secure location shall be prominently posted and separated from non-secure locations by physical controls. Security perimeters shall be defined, controlled, and secured. Restricted non-public areas in the agency shall be identified with a sign at the entrance.

Personnel Security

To verify identification, state of residency and national fingerprint-based record checks shall be conducted within 30 days of initial employment or assignment for all personnel who have authorized access to FBI CJIS information and those who have direct responsibility to configure and maintain computer systems and networks with access to FBI CJIS information. All requests from system access shall be made as specified by the CJIS Systems Officer in the WSP Criminal Records Division.

17. AUDIT

Both parties are obligated to maintain current standing with all OCIO audit requirements. Additionally, WSP reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Recipient through this MOU.

18. HOLD HARMLESS

To the extent permitted by law, each party agrees to defend, protect, and hold harmless the other party for any damages related to the unauthorized use or disclosure of confidential Data, which may have been caused by, or occurred through, that party or any of its officers, directors, employees, subcontractors, or agents.

19. DATA DISPOSITION

Upon expiration or termination of this MOU, Recipient shall certify the return or destruction of all data sets as described herein *Certification of Data Disposition, Attachment C* and/or according to OCIO standards, whichever is applicable.

20. INDEPENDENT CAPACITY

Each party is its own independent entity and under no circumstances will the employees and agents of one party be deemed as employees or agents of the other.

21. AGREEMENT ALTERATIONS AND AMENDMENTS

This MOU may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind that party.

22. TERMINATION

Either party may terminate this MOU upon 30 days' prior written notification to the other party. If this MOU is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this MOU before the effective date of termination.

23. TERMINATION FOR CAUSE

If for any cause, Recipient does not fulfill in a timely and proper manner its obligations under this MOU, or if Recipient violates any of these terms and conditions, the WSP will give the Recipient written notice of such failure or violation. The Recipient will be given the opportunity to correct the

violation or failure within 15 working days. If failure or violation is not corrected, this MOU may be terminated immediately by written notice of the WSP to the Recipient.

24. LIABILITY

The parties acknowledge that each party is liable for the negligent or wrongful acts or omissions of its agents and employees while acting within the scope of their employment as permitted by applicable law, including, but not limited to, the Federal Tort Claims Act, 28 U.S.C. Section 1346(b), 2401-2416.

25. DISPUTES

In the event that a dispute arises under this MOU, it shall be determined by a Dispute Board in the following manner: Each party to this MOU shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either party may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

26. GOVERNANCE

This MOU is entered into pursuant to and under the authority granted by the laws of the state of Washington, and any applicable federal laws and WSP policy. The provisions of this MOU shall be construed to conform to those laws and policy.

In the event of an inconsistency in the terms of this MOU, or between its terms and any applicable statute, rule, or policy, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes, including [OCIO policy 141.10](#) and rules and WSP policy;
2. Terms and Conditions of this Contract
3. Attachment A – Data Description and Delivery
4. Attachment B – Data Security Requirements,
5. Any other provisions of the agreement, including materials incorporated by reference.

27. ASSIGNMENT

The work to be provided under this MOU, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party. Consent shall not be unreasonably withheld.

28. WAIVER

A failure by either party to exercise its rights under this MOU shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this MOU unless stated to be such in a writing signed by an authorized representative of the party and attached to the original MOU.

29. RIGHTS OF INSPECTION

Each party shall provide right of access to the other party, its officers, or any other authorized agent or official of the state or federal government at all reasonable times, in order to monitor and evaluate the following: Performance, compliance, or quality assurance of internal policies and procedures, or records relating to the safeguarding, use, and disclosure of Confidential Information obtained or used as a result of this MOU. Each party shall make available information necessary for the other party to comply with a client's right to access, amend, or receive an accounting of disclosures of their Confidential Information.

30. SUBCONTRACTING

Recipient may only enter into subcontracts for any of the work or services under this contract if it first receives written approval from WSP, which consent shall not be unreasonably withheld. This clause does not include contracts of employment between Recipient and their personnel who have been assigned to work under this MOU. Recipient is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this MOU are carried forward to all subcontracts.

If Recipient grants any subcontractor access to any Confidential Information, it must first carry forward all terms, conditions, and restrictions of this agreement to the subcontractor. Recipient remains responsible for any violation committed by a subcontractor.

31. SEVERABILITY

If any provision of this MOU or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this MOU which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this MOU are declared to be severable.

32. ALL WRITINGS CONTAINED HEREIN

This MOU contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

33. EFFECTIVE OF EXECUTION

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

34. CONTRACT MANAGEMENT

The Liaison Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this MOU.

Liaison Representative for THE KEIZER POLICE DEPARTMENT	The Contract Manager for WASHINGTON STATE PATROL:
Lieutenant Trevor Wenning PO Box 21000 Keizer, ORE 97307 Phone: 503-856-3508 Fax: 503-390-8295 Email: wenningt@keizer.org	Mr. Jim Anderson, Division Commander Criminal Records Division PO Box 42619 Olympia, WA 98504-2619 Phone: (360) 534-2101 Fax: (360) 534-2070 Email: jim.anderson@wsp.wa.gov

35. ALL WRITINGS CONTAINED HEREIN

This MOU contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or bind any of the parties hereto.

KEIZER POLICE DEPARTMENT:

WASHINGTON STATE PATROL

Signature

John R. Batiste, Chief

Printed Name

Date

Date

ATTACHMENT A
DATA DESCRIPTION AND DELIVERY

Recipient shall furnish the necessary personnel, equipment, material or services and otherwise do all things necessary for or incidental to the delivery and safekeeping of data as set forth in this attachment and as set forth in Attachment B.

DESCRIPTION OF DATA

The WSP transmit to the Recipient information from the Vehicle file, License Plate File, and Vehicle Information from the Wanted Person Files.

DATA CLASSIFICATION

Data described in this MOU is assessed to be in the following data (confidentiality) classification:

CONFIDENTIAL

A data classification for data that, due to its sensitive or private nature, requires limited and authorized access. Its unauthorized access could adversely impact the agency legally, financially or damage its public integrity.

METHOD OF DATA ACCESS

The data shall be provided by the WSP Information Technology Division by Secure File Transfer.

FREQUENCY OF DATA EXCHANGE

WSP shall refresh the data files provided to the Recipient in a mutually agreed upon process and at agreed upon intervals. WSP shall notify the Recipient if files will not be available due to unforeseen circumstances.

WSP SECURE FTP PROBLEM NOTIFICATION PROCEDURES

When a problem with acquiring data occurs with the WSP Secure FTP Server, the Recipient will call WSP ITD Customer Service at (360) 705-5999 or send an email to ITDHELP@wsp.wa.gov explaining the issue and have a work order opened. The Recipient will include identifying information about Recipient staff that identified the problem in the explanation with the e-mail address and phone number(s).

The WSP Information Technology Division (ITD) Customer Services group will escalate the work order to the appropriate ITD group.

That group will notify the Recipient that the issue is being worked on or has been completed. If there is no contact within four business hours, the Recipient should do a follow-up contact.

The ITD Customer Services group working the problem may call or send e-mail to the Recipient in order to determine problem particulars or to request testing. The Recipient will only call or e-mail that person or group in the context of an existing, open problem, and not for new problems.

Once the Recipient is satisfied with the results, the work order will be closed. Another work order should be opened for any new problem with receiving data from the WSP Secure FTP Server. The prior work order can be cited by the Recipient in any subsequent work orders if it seems relevant.

ATTACHMENT B
WSP DATA SECURITY REQUIREMENTS

SECURITY OF DATA

Each party shall take due care to protect the shared data from unauthorized physical and electronic access, as described in this MOU, to ensure the parties are in compliance with all appropriate federal laws, Criminal Justice Information Services (CJIS) Security Policy as appropriate, and applicable provisions of the OCIO security standards.

The handling requirements and protective measures for CHRI while it is in motion and at rest are as follows:

1. **GENERAL ACCESS:** Access is based on business need-to-know.
2. **TRANSMISSION OF DATA:**
 - A) Electronic file transfer— Secure file transfer (encrypted) required.
 - B) Transmission by mail—Traceable delivery required (e.g. messenger, federal or commercial carrier, certified, return receipt mail).
 - C) Transmission by facsimile to a facility that is not secure—prohibited
 - D) Electronic Mail – Encrypted files/data attached to email required
 - E) Portable Storage Media, e.g. CDs, DVDs, USB flash drives, tapes, etc. – Encryption Required
3. **PRINT:** Store in a secured, lockable enclosure.
4. **COPYING:** Photocopying only with pre-authorized approval by the WSP Contract Manager. Photocopying minimized and only when necessary. Care must be taken to recover all originals and copies. Extra or spoiled copies must be disposed of properly (see Media Disposal below).
5. **MEDIA DISPOSAL:**
 - A) Printed materials (reports and documents): Destruction is required (recycling is prohibited). Shredding or use of certified, marked and locked bins for shredding is appropriate.
 - B) Removable magnetic or optical storage media (tape, diskettes, CDs): Media must be destroyed or deposited in certified bins specifically designated for magnetic media or "cleaned" using a U.S. Department of Defense-standard data cleaning program, and then may be reused. Note: Inoperable electronic media must be destroyed. For example, failed hard disks are not returned to the manufacturer, but are destroyed.
6. **PHYSICAL SECURITY OF DATA:** Access to areas containing the data must be physically restricted. Data must be locked when left unattended.
7. **ELECTRONIC DATA AT REST:** If there is a need for data to be stored on a PC, the Recipient must assure unauthorized access cannot take place, including but not limited to password protection when PC is left unattended. Stored data covered by this MOU must be encrypted.
8. **AUTHENTICATION OF USER IDENTITY:**
 - A) Authentication from inside a WSP facility Recipient staff to access internal LAN and computer systems—requires user ID and password
 - B) Authentication for Recipient staff from a location outside of a WSP facility—strong authentication (e.g., digital certificates, hardware, tokens, biometrics, etc.) is required.
9. **DATA RECOVERY:** Loss of the data or equipment – Legal notification to WSP's contract manager is required.
10. **DATA DISPOSITION):** Recipient shall:

- A) Delete data for which it has no need immediately upon receipt.
 - B) Record updates are accomplished by record replacement. The Recipient may need to compare a new data file with former files provided by WSP in order to determine any changes.
 - C) If a record is present within the SCSO's application and not present in the transferred file from WSP, the record has been removed for operational reasons by local law enforcement. Reasons for such removal include cancellation of the subject place, or the vehicle has been located.
 - D) The Recipient will not retain any data file provided by WSP longer than 30 calendar days.
 - E) The Recipient will not enter or modify NCIC/WACIC data directly.
11. **SYSTEMS MANAGEMENT:** Contractor shall ensure all systems, including portable systems are maintained with all best security practices equal to WSP's including but not limited to:
- Install and maintain commercially available antivirus program
 - maintain current levels of security patches on operating systems
 - utilize firewalls
 - utilize FIPS 140-2 certified encryption software with proper configurations
 - maintain physically secure areas for information systems
 - monitor logs
 - utilize an established incident plan
 - report incidents involving WSP data
12. **TERMINATION OF ACCESS:** WSP reserves the right at its discretion to disqualify an individual authorized by the other party from gaining access to data. Notice of termination of access will be by written notice and become effective upon receipt by the other party. Termination of access of one Recipient by WSP does not affect other Recipients authorized under this MOU.



MINUTES
KEIZER CITY COUNCIL
Tuesday, January 22, 2019
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 7:00 pm. Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Marlene Parsons, Councilor
Laura Reid, Councilor
Roland Herrera, Councilor
Elizabeth Smith, Councilor
Dan Kohler, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development
Bill Lawyer, Public Works Director
John Teague, Police Chief
Tim Wood, Finance Director
Tracy Davis, City Recorder

Absent:

Kim Freeman, Councilor
Anne Farris, Youth Councilor

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

**a. Career
Technical
Education
Center Student
Spotlight – Ian
Koenig**

Jake Finneran, Business Development Leadership Program teacher at the Career Technical Education Center, explained the program introduced student Ian Koenig noting that Ian has shown professionalism beyond his years and taken the lead on the sales team.

Ian Koenig, a Senior at McNary and involved in the Business Development Leadership Program at C-TEC, provided details of his accomplishments in the program, noted that he would be attending Chemeketa in the fall, and introduced his family.

**COMMITTEE
REPORTS**

Matt Lawyer, Keizer, reported that

- Planning Commission had reviewed the work plan for 2018, is looking at a vision for Keizer's future, and welcomed a new Student Committee Liaison, Christopher Wolfert.
- Parks Advisory Board held elections for chair and vice chair, reviewed the 3-5 year park fee plan, looked into various options for fitness equipment in parks and heard testimony from West Keizer Neighborhood Association regarding pathways in Willamette Manor. In response to a question regarding the former orchard field at Keizer Rapids Park, Public Works Director Bill Lawyer explained that it is

being leased to a farmer at the present time and is slated to become softball and soccer fields in the future. The open field near the river has no specific plan. Matt Lawyer continued his report noting that the Keizer Little League Field Long Range Planning Task Force subcommittee will be meeting to work out a plan to present to the Task Force at the February 26 meeting.

- o Claggett Creek Watershed Council has a few open positions, will be meeting on February 6 and will clean up Ben Miller Park on the 9th.

PUBLIC TESTIMONY None

PUBLIC HEARING *Mayor Clark opened the Public Hearing.*

- a. McNary Restaurant Liquor License – Change of Ownership/Trade Name**
- City Manager Chris Eppley reported that an application was submitted for a Change of Ownership and Trade Name from McNary Restaurant to Jeff and Sharyl's, Keizer, Oregon. A background check was done and calls for service are within the City recommended standards. Staff recommends that Council review the application and forward a recommendation to the OLCC for approval.

Owners Jeff and Sheryl McDonnell provided information about the establishment.

With no further testimony Mayor Clark closed the Public Hearing.

Councilor Parsons moved that the Keizer City Council approve the application for a full On-Premises and Off-Premises Sales Liquor License for Jeff and Sheryl's Restaurant under the guidelines established by ORS 471.178 and the Ordinances of the City of Keizer. This recommendation shall then be forwarded to the Oregon Liquor Control Commission for final approval. Councilor Herrera seconded. Motion passed as follows:

AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Freeman (1)

- b. RESOLUTION – Forming Snook Grove Street Lighting Local Improvement District** *Mayor Clark opened the Public Hearing.*

City Manager, Chris Eppley, provided the history of the formation of this Street Lighting Local Improvement District and noted that the Public Hearing was to consider objections to the project and proposed assessments. Staff recommendation is that City Council open a Public Hearing to consider written and oral objections to the formation of Snook Grove Street Lighting Local Improvement District and if there are no objections, close the public hearing and consider adoption of the resolution forming the district and the proposed assessment ordinance.

With no testimony Mayor Clark closed the Public Hearing.

Councilor Parsons moved that the Keizer City Council adopt a Resolution

Forming Snook Grove Street Lighting Local Improvement District. Councilor Herrera seconded. Motion passed as follows:

AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Freeman (1)

ORDINANCE –

Spreading Assessments to Snook Grove Street Lighting Local Improvement District

Councilor Parsons moved that the Keizer City Council adopt a Bill for an Ordinance Spreading Assessments to Snook Grove Street Lighting Local Improvement District. Councilor Herrera seconded. Motion passed as follows:

AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Freeman (1)

ADMINISTRATIVE ACTION

a. Waiver of Community Center Fee – Jerry McGee Memorial Service

City Attorney Shannon summarized his staff report, explained that options 1 and 5 would not be allowed due to earlier adopted ordinance requirements, and provided details on the costs related to the options.

Councilor Parsons moved that the Keizer City Council approve option 3: waiving the room rental fee, security/cleaning deposit, and staffing costs for the Jerry McGee Memorial Service. Councilor Herrera seconded. Motion passed as follows:

AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Freeman (1)

b. ORDINANCE – Amending Keizer Development Code Regarding Sections 1.200, 2.403, and 3.101; Amending Ordinance 98-389

Mr. Johnson summarized his staff report.

Councilor Parsons moved that the Keizer City Council adopt a Bill for an Ordinance Amending Keizer Development Code Regarding Section 1.200 (Definitions), Section 2.403 (Shared Housing Facilities), and Section 3.101 (Summary of Application Types); Amending Ordinance 98-389. Councilor Herrera seconded. Motion passed as follows:

AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Freeman (1)

c. Parks Priority 3 to 5 Year Plan

Public Works Director Bill Lawyer summarized his staff report, provided detailed information regarding maintenance and repair taking place and planned as a direct result of the Parks Fee, and explained the difficulty of accurately planning projects beyond 5 years.

Council agreed by consensus to affirm the plan and direct staff to continue to go forward and do good for the parks.

CONSENT CALENDAR

- A. RESOLUTION – Authorizing City Manager to Sign First Amendment to Intergovernmental Agreement Relating to Creation of a Program Coordinator for the Mid-Willamette Homeless Initiative
- B. RESOLUTION – Appointment of Mayor to Serve on Keizer Heritage Board of Directors
- C. RESOLUTION – Amending Membership of Keizer Little League Park Long Range Planning Task Force; Amending R2018-2897
- D. RESOLUTION – Changing the Name of Rickman Community Garden to “The Peggy and Jerry Moore Community Garden”
- E. RESOLUTION – Naming the Tree Arboretum Located at Keizer Rapids Park “The Keizer Rotary Arboretum in Honor of Wilbur Bluhm
- F. Approval of December 10, 2018 Work Session Minutes
- G. Approval of December 17, 2018 Regular Session Minute
- H. Approval of January 7, 2019 Regular Session Minutes

Mr. Johnson explained that Councilors Smith and Kohler should abstain from voting on approval of the Minutes for the December meetings because they were not councilors at that time.

Councilor Parsons moved for approval of items A through E and item H of the Consent Calendar. Councilor Herrera seconded. Motion passed as follows:

AYES: Clark, Reid, Parsons, Herrera, Smith and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Freeman (1)

Councilor Parsons moved for approval of items F and G of the Consent Calendar. Councilor Herrera seconded. Motion passed as follows:

AYES: Clark, Reid, Parsons and Herrera (4)

NAYS: None (0)

ABSTENTIONS: Smith and Kohler (2)

ABSENT: Freeman (1)

COUNCIL LIAISON REPORTS

Councilor Reid reported on Planning Commission and Buildable Land Inventory/Housing Needs Analysis Project Advisory Committee meetings, McNary’s performance of ‘Grease’ and the LGBTQ Forum, announced upcoming events including the Community dinner and the Revitalization Grant and Keizer Festivals Advisory Board meetings. She voiced appreciation to Keizertimes for the article about Jerry McGee noting that he embodied Keizer’s motto of ‘Pride, Spirit and Volunteerism’ and that Keizer is a better community because of him.

Councilor Kohler reported on the groundbreaking ceremony at Willow Lake Treatment Plant, the Latino Business Alliance, Traffic/Bikeways/ Pedestrian Committee and Chamber Government Affairs meetings, and the Chamber First Citizen Banquet. He expressed love and respect for

Jerry McGee noting that he was truly a great statesman and teacher.

Councilor Parsons reported on the Marion County Commissioner Breakfast, and the Community Business and Education Leaders and Volunteer Coordinating Committee meetings, announced the Keizer Little League Park Long Range Planning Task Force subcommittee and Revitalization meetings and the McGee memorial and noted that the McNary mentor program is still in need of volunteers. She pointed out qualities she admired in Jerry McGee and thanked him for being her mentor and teacher.

Councilor Herrera reported on the Commissioner Breakfast, the West Keizer Neighborhood Association and Greater Gubser Neighborhood Association, Volunteer Coordinating Committee, and Rotary meetings and the Keizer Elementary Academy of Leadership Club (KAL Club). He congratulated people who received awards at the First Citizens Banquet and declared that Jerry McGee would be greatly missed.

Councilor Smith reported on the Mid-Valley Association of Realtors and Public Arts Commission meetings, the Commissioner Breakfast, the Agri-Business event, and the First Citizen Banquet. She noted that she had not known Jerry McGee well but was looking forward to Councilors showing her who he was through their leadership and service.

Mayor Clark reported on the groundbreaking at the Willow Lake Treatment Plant, Keizer Heritage Board, Latino Business Alliance, West Keizer Neighborhood Association, and Salem Keizer Area Transportation Study meetings, the Strategic Economic Development Corporation luncheon, McNary production of 'Grease', and the First Citizen Banquet. Upcoming commitments include speaking at the League of Oregon Cities Elected Essentials Program and a Rotary meeting and attending the Career Technical Education Center luncheon. She added that Jerry McGee was an amazing mentor and example.

OTHER BUSINESS

Finance Director Tim Wood announced that for the 5th year, Government Finance Officers Association has awarded Keizer the Distinguished Budget Presentation Award. City Manager Chris Eppley added that prior to coming to work for Keizer, Mr. Wood worked for GI Joes when they were going under. He brought that experience to the City so he is very cautious and conscientious about how the City sets up its finances and he has done a fantastic job.

Chief Teague announced the next Coffee with a Cop.

Bill Lawyer reported that the Keizer Rapids Park bathrooms are almost ready to open.

Community Development Director Nate Brown provided an update on stakeholder meetings for the Revitalization project and the Buildable Lands Inventory/Housing Needs Analysis meetings. He explained that

information learned at these meetings will be the keystone to decisions Council will make about the future of Keizer.

WRITTEN COMMUNICATIONS None

AGENDA INPUT **February 4, 2019, 7:00 p.m.** - City Council Regular Session
February 11, 2019, 5:45 p.m. – City Council Work Session
• City Council Orientation
February 19 (Tuesday), 7:00 p.m. – City Council Regular Session
February 25, 2019, 5:45 p.m. – City Council Work Session
• 2019-2020 City Council Goal Discussion

ADJOURNMENT Mayor Clark adjourned the meeting at 8:26 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

~ Absent ~

Councilor #5 – Elizabeth Smith

Councilor #2 – Kim Freeman

Councilor #6 – Dan Kohler

Councilor #3 – Marlene Parsons

Councilor #6 – Dan Kohler

Minutes approved: _____