

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
Tuesday, February 19, 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**
5. **COMMITTEE REPORTS**
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. Windsor Island Golf Center Liquor License Application
8. **ADMINISTRATIVE ACTION**
 - a. **RESOLUTION** – Adopting Land Use and Sign Permit Fees Unrelated to Partitions and Subdivisions; Repealing R2018-2896
 - b. Civic Center Digital Message Board
9. **CONSENT CALENDAR**
 - a. **RESOLUTION** – Authorizing Chief of Police to Enter Into Interagency Memorandum of Understanding for License Plate Scanning with Washington State Patrol; Repealing R2019-2952

- b. **RESOLUTION** – Authorizing the City Manager to Award and Enter Into an Agreement with R&R General Contracting for Upgrades to ADA Curb Ramps and Pedestrian Traffic Signals on River Road
- c. **RESOLUTION** – Authorizing the Public Works Director to Apply for a State Preparedness and Incident Response Equipment Grant
- d. **Approval of February 4, 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 25, 2019

5:45 p.m. – City Council Work Session

- 2019-2020 City Council Goal Discussion

March 4, 2019

7:00 p.m. – City Council Meeting

March 11, 2019

6:00 p.m. – Long Range Planning Task Force Meeting

March 18, 2019

7:00 p.m. – City Council Meeting

14. **ADJOURNMENT**

CITY COUNCIL MEETING: February 19, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

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

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

SUBJECT: WINDSOR ISLAND GOLF – NEW LIQUOR LICENSE APPLICATION

BACKGROUND:

On January 15, 2019 the City received an application for a new liquor license for Windsor Island Golf, located 6020 Windsor Island Road N, Keizer, Oregon. The application is for Limited On-Premises license. As required by Keizer Ordinance a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the establishment. The Keizer Police Department reports a clear background check on the applicants and has no reason to recommend denial of the application. In addition, the Keizer Community Development Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

RECOMMENDATION:

It is recommended the public hearing be opened to allow testimony from the applicants or other interested individuals and upon completion, the hearing be closed. It is further recommended the Council recommend approval of the application for Windsor Island Golf under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer. This recommendation shall then be forwarded to the Oregon Liquor Control Commission for final approval.



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received: <u>January 15, 2019</u>
<input type="checkbox"/> Brewery 2 nd Location	Name of City or County: <u>CITY OF KEIZER</u>
<input type="checkbox"/> Brewery 3 rd Location	Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Brewery-Public House 1 st location	By: <u>Mary Dye</u>
<input type="checkbox"/> Brewery-Public House 2 nd location	Date: _____
<input type="checkbox"/> Brewery-Public House 3 rd location	
<input type="checkbox"/> Distillery	
<input type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege 1 st location	
<input type="checkbox"/> Grower Sales Privilege 2 nd location	
<input type="checkbox"/> Grower Sales Privilege 3 rd location	
<input checked="" type="checkbox"/> Limited On-Premises	
<input type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
<input type="checkbox"/> Winery 2 nd Location	
<input type="checkbox"/> Winery 3 rd Location	
	OLCC USE ONLY
	Date application received: _____
	By: <u>11-20-2018 J. OWICK</u>
	Date application accepted as initially complete: <u>11-20-2018</u>
	By: <u>J. OWICK</u>
	License Action(s): <u>N/A</u>

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

WINDSOR ISLAND GOLF LLC

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

<p style="text-align: center;">RECEIVED OLCC USE ONLY</p> <p style="text-align: center;">NOV 20 2018</p> <p style="text-align: center;">SALEM REGIONAL OFFICE</p>	<p style="text-align: center;">OLCC FINANCIAL SERVICES USE ONLY</p>
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OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: RICH HOWARD Phone: 503-463-4653

Trade Name (dba): WILLOW LAKE GOLF CENTER

Business Location Address: 6020 WINDSOR ISLAND RD N

City: SALEM, OR ZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	<u>8</u>	to	<u>7</u>
Monday	<u>12</u>	to	<u>7</u>
Tuesday	<u>8</u>	to	<u>7</u>
Wednesday	<u>8</u>	to	<u>7</u>
Thursday	<u>8</u>	to	<u>7</u>
Friday	<u>8</u>	to	<u>7</u>
Saturday	<u>8</u>	to	<u>7</u>

Outdoor Area Hours:

Sunday	_____	to	_____
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

The outdoor area is used for:

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

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

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: DAYLIGHT SAVINGS TIME OPEN @ 7AM AND REMAIN OPEN TO 9PM

ENTERTAINMENT

Check all that apply:

- | | |
|--|---|
| <input type="checkbox"/> Live Music | <input type="checkbox"/> Karaoke |
| <input type="checkbox"/> Recorded Music | <input type="checkbox"/> Coin-operated Games |
| <input type="checkbox"/> DJ Music | <input type="checkbox"/> Video Lottery Machines |
| <input type="checkbox"/> Dancing | <input type="checkbox"/> Social Gaming |
| <input type="checkbox"/> Nude Entertainers | <input type="checkbox"/> Pool Tables |
| <input checked="" type="checkbox"/> Other: <u>DRIVING RANGE</u>
<u>GOLF PRACTICE FACILITY</u> | |

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday	_____	to	_____
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

SEATING COUNT

Restaurant: 10 Outdoor: 30

Lounge: _____ Other (explain): _____

Banquet: _____ Total Seating: 10

OLCC USE ONLY	
Investigator Verified Seating: _____ (Y) _____ (N)	
Investigator Initials: _____	
Date: _____	

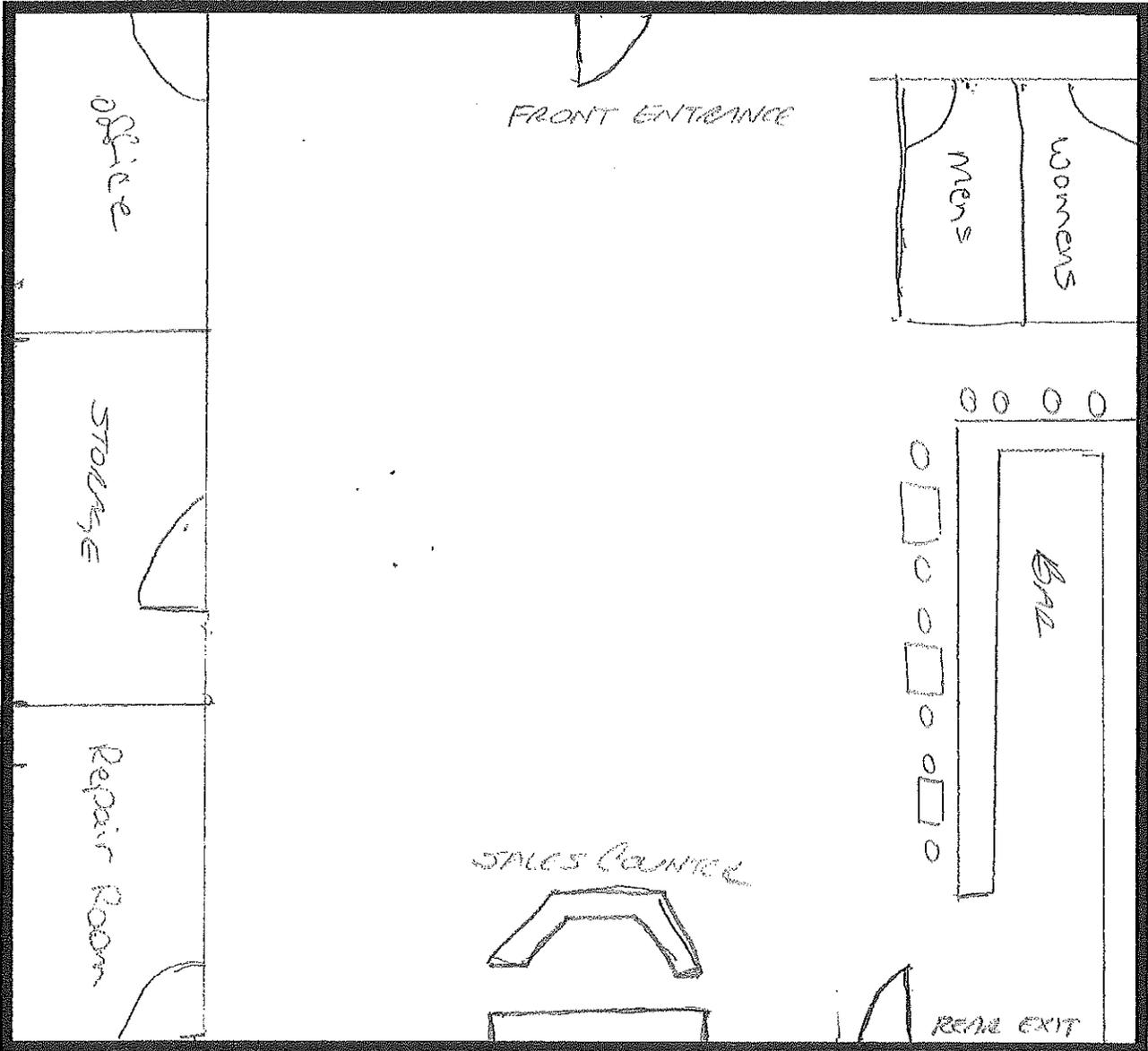
I understand if my answers are not true and complete the OLCC may deny my license application.

Applicant Signature: [Signature] Date: Nov. 21, 2018



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

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



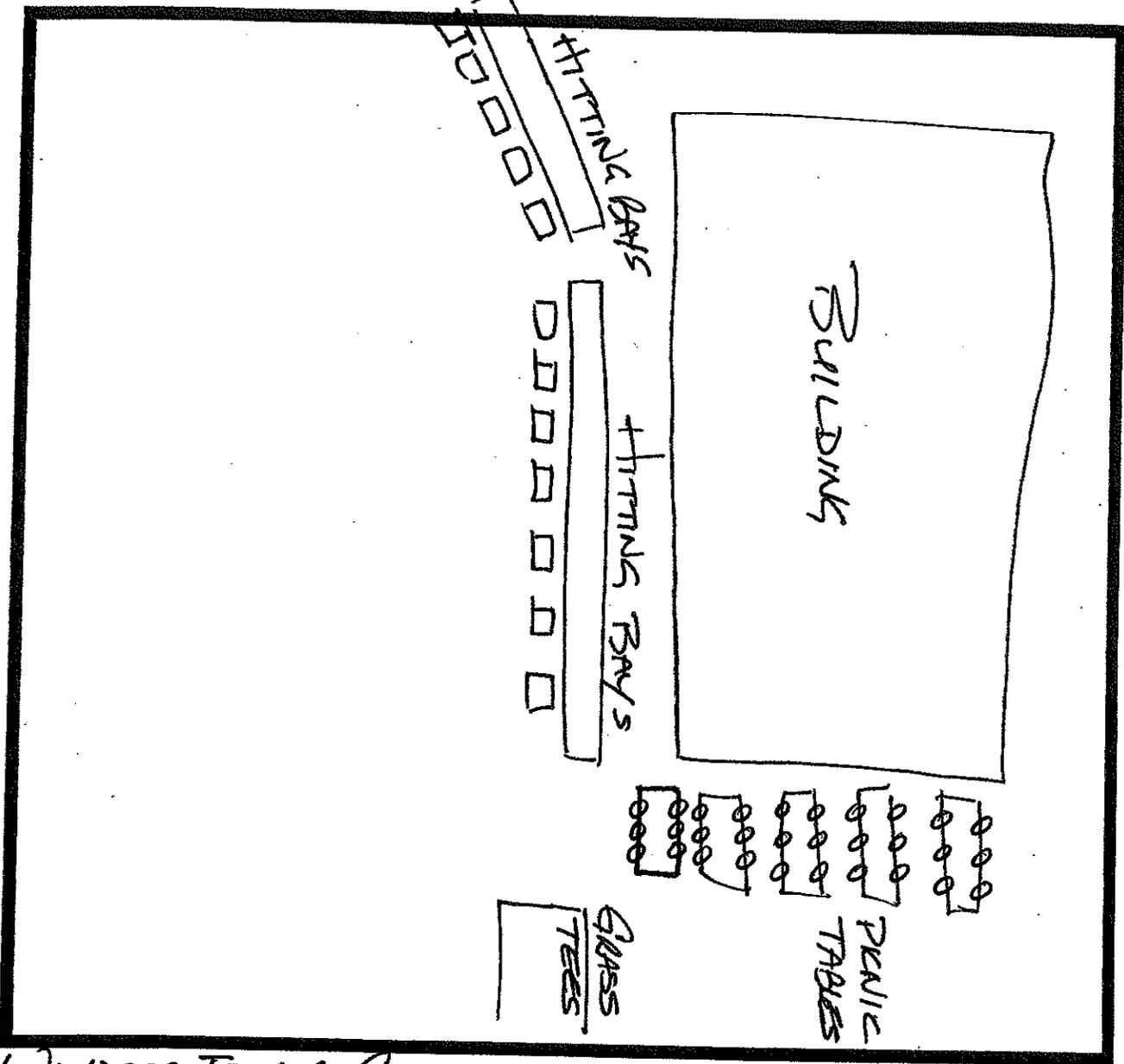
WINDSOR ISLAND GOLF LLC E
 Applicant Name
WILLOW LAKE GOLF CENTER
 Trade Name (dba):
SALEM 97303
 City and ZIP Code

.....OLCC USE ONLY.....
 MINOR POSTING ASSIGNMENT(S)
 Date: _____ Initials: _____



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
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WINDSOR ISLAND GOLF LLC
 Applicant Name
WILLOW LAKE GOLF CENTER
 Trade Name (dba):
SALEM, 97303
 City and ZIP Code

.....OLCC USE ONLY.....
 MINOR POSTING ASSIGNMENT(S)

Date: _____ Initials: _____

CITY COUNCIL MEETING: February 19, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: ADOPTION OF FEES RELATING TO LAND USE AND SIGN PERMIT FEES UNRELATED TO PARTITIONS AND SUBDIVISIONS

The Council adopted the land use and sign permit fees unrelated to partitions and subdivisions by Resolution R2018-2896. With the revisions to the Keizer Development Code relating to a master plan amendment process and development standards alternative, it is appropriate to adopt fees for processing the applications.

The proposed master plan amendment fee is \$2,100. This is based on staff's estimate that the time and expense is approximately 75% of the work for a full master plan application. The development standards alternative is proposed to be \$710. This is the same as a conditional use permit fee which is similar in terms of staff time and expense.

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

RECOMMENDATION:

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

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

ADOPTING LAND USE AND SIGN PERMIT FEES UNRELATED TO PARTITIONS AND SUBDIVISIONS; **REPEALING RESOLUTION R2018-2896**

WHEREAS, the Keizer City Council established a fee schedule for land use

actions and sign permits unrelated to partitions and subdivisions by Resolution No.

R2018-2896;

WHEREAS, the City Council of the City of Keizer wishes to add a fee for

processing applications relating to master plan amendments;

WHEREAS, the City Council of the City of Keizer further wishes to add a fee for

processing applications relating to development standards alternative;

WHEREAS, the City Council solicited comment and testimony regarding the

proposed fee on February 19, 2019;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Land Use

and Sign Permit Fee Schedule shall be set forth in Exhibit “A” and that the Community

Development Department is directed to collect such fees.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that

Resolution R2018-2896 shall be repealed in its entirety.

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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Mayor

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City Recorder

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EXHIBIT A
CITY OF KEIZER

LAND USE AND SIGN PERMIT FEE SCHEDULE

CONDITIONAL USE	\$ 710.00
FLOODPLAIN	\$ 405.00 (plus \$15/lot)
PROPERTY LINE ADJUSTMENT	\$ 405.00
VARIANCE (Minor, Major or Sign)	\$ 710.00
ANNEXATION	\$ 1,790.00
COMPREHENSIVE PLAN AMENDMENT	\$ 2,495.00
MASTER PLAN	\$ 2,800.00 (plus \$38 x number of acres over 4 acres)
MASTER PLAN AMENDMENT	\$ 2,100.00
ZONE CHANGE	\$ 2,495.00
ZONE CHANGE AND COMPREHENSIVE PLAN AMENDMENT	\$ 3,410.00
FINAL PLAT REVIEW	\$ 360.00
REVIEW OF TRANSPORTATION IMPACT ANALYSIS (TIA)	\$ 660.00
HISTORICAL RESOURCE	\$ 150.00
DEVELOPMENT STANDARDS ALTERNATIVE	\$ 710.00
ADMINISTRATIVE ACTIONS	
Dealers License (New)	\$ 38.00
Dealers License (Renewal)	\$ 15.00
Land Use Compatibility Statement	\$ 38.00
Legal Lot Determination	\$ 77.00
Sign Permits	
0 to 36 square fee	\$ 99.00
36 to 60 square feet	\$ 126.00
61 to 100 square fee	\$ 160.00
101 to 150 square feet	\$ 198.00
Site Plan Review with Building Permit (Commercial)	\$ 236.00
(Industrial)	\$ 319.00
Temporary Use Permit	\$ 55.00
Written Determination	\$ 55.00
Zoning Fee (Building Permit)	20% of Marion County Building Fee
Childcare License Zoning Review	\$ 38.00
Zoning Review (Other than Dealers License and Childcare License)	\$ 38.00
Mobile Food Vendor Permit	\$ 75.00
Sign Permits for Special Occasions - 14 Consecutive Calendar Days	\$ 55.00
APPEALS	
APPEAL OF STAFF DECISION	\$ 250.00
APPEAL OF HEARINGS OFFICER/PLANNING COMMISSION DECISION	\$ 365.00

CITY COUNCIL MEETING: February 19, 2019**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: DIGITAL MESSAGE BOARD

For a number of years now the City Council has expressed interest in placing an electronic message board on the Chemawa Road side of the Civic Center in order to announce public meetings, useful information, events, etc. to the driving and walking public. The budget has held a placeholder for this item for several years now and pricing has come down enough to make this a viable project at this time.

The City Manager has conducted informal solicitations and only one company submitted a proposal. Salem Sign Company proposes to put a sign approximately 17.5 feet in size for the electronic message portion. The sign would be a double-sided reader board in monument style, with a stand-alone base to be located near Chemawa Road on City property. The sign would integrate with our network and would be very easy and efficient to post information on.

The sign would cost approximately \$27,650. However, that does not include the cost of the masonry base and electrical work, which is estimated to be \$5,000 to \$10,000.

As part of the informal review, it was discovered that the message board that was envisioned would not be allowed because of other sign area on the building. The existing wall sign (see attached) is approximately 40 square feet. The total area allowed if an electronic message sign is provided is only 48 square feet in total sign area including the electronic sign. So the message board could only be eight square feet unless the wall sign is reduced in size. As mentioned, the proposed electronic message sign is approximately 17.5 square feet if you remove the static "City of Keizer" that is above the electronic screen. See attached Salem Sign Company drawing. (This is not the final sign design; we are looking at a standard attractive frame, rather than a "gable" design.)

Theoretically, a sign variance could be granted, but the criteria could not be met in this case, so that is not a practical option.

As part of the process, the City needs to be granted a conditional use permit because that is required for all electronic message signs. If the Council wishes to move forward with the sign, you should pass a minute motion to authorize the City Manager to make such conditional use permit application.

The following are options for the Council to consider in this matter:

1. Not construct an electronic message sign. If the City Council chooses this option, we will not pursue the conditional use permit or the contract with Salem Sign Company.

2. Choose a smaller electronic message sign. We could go back to Salem Sign Company for a quote for an eight square foot electronic message sign. However, that small of a sign could barely be read from passing cars.

3. Reduce the size of the wall sign. The current wall sign has two lines of copy. The first line says "City of Keizer." The second line says "City Hall/Police/Community Center." If either one of these lines is deleted, there will be enough allowable total sign area for the proposed 17.5 square foot electronic message sign.

RECOMMENDATION:

The City Council should consider the above information and proceed as follows:

- A. Pass a motion adopting one of the options listed above ("Move that the Council choose Option ___ of the staff report").
- B. If the Council chooses Options 2 or 3, pass the following motion: "Move to authorize the City Manager to apply for a conditional use permit for the electronic message sign."
- C. If Option 3 is chosen, Council should also direct staff as to which line of the wall sign should be removed.

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

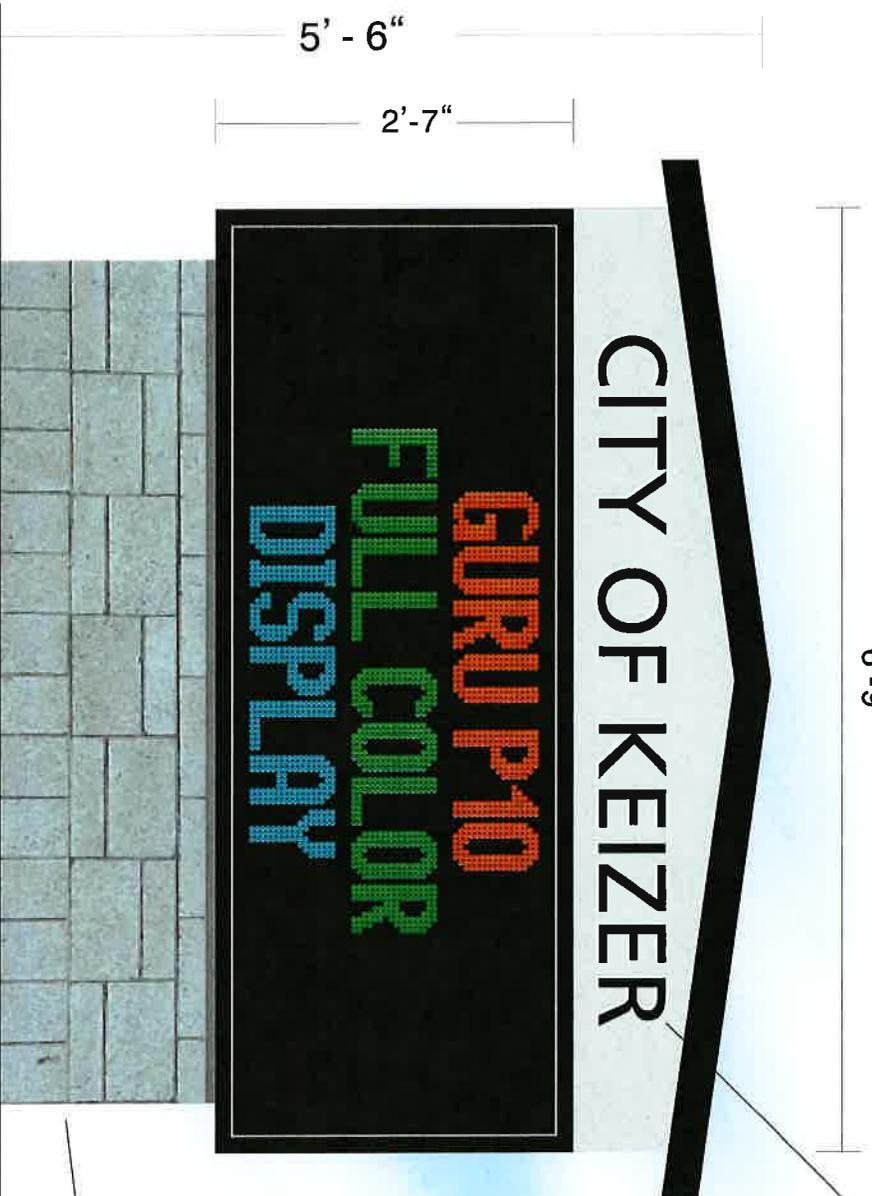
ESJ/tmh



CITY OF KEIZER
CITY HALL | POLICE | COMMUNITY CENTER



Internally Illuminated Double Face Display w/ Digital EMC



CITY OF KEIZER

GURU P10 FULL COLOR DISPLAY



Proposed Sign Location

Note: Sign in Photo is Approximate Scale

Note: Brick By Others (to match building)

SPECIFICATIONS

- * **CABINET**
 - Custom Alum Fab.
 - (Paint to Match Bldg.)
- * **LETTERS**
 - 1/2" Acrylic (push thru)
- * **ILLUMINATION**
 - White LED
- * **VINYL**
 - 3M Matte Black

- * **DIGITAL DISPLAY**
 - 10 mm RGB
 - 64 x 192 matrix



Salem Sign Co., Inc.

1825 FRONT ST. N.E.
SALEM, OR 97301
503-371-6362
FAX 503-371-0901
e-mail signs@salemsign.com
CCB # 65297



THIS DRAWING IS THE PROPERTY OF SALEM SIGN CO., INC.

SK # 20074-18

JOB TITLE:

Keizer City Hall

LOCATION:

930 Chemawa Rd N, Keizer, OR

DATE:

9-3-18

DRAWN BY:

CZ

SALES:

Brad Spady

APPROVED BY:

CITY COUNCIL MEETING: February 19, 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**

At its February 4, 2019 City Council meeting, the Keizer City Council adopted Resolution R2019-2952 authorizing the Chief of Police to enter into the Memorandum of Understanding with 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. Following that meeting, staff received a request from the Washington State Patrol to sign a different version of the Memorandum of Understanding. The revisions made to the new version are appropriate.

The revised Memorandum of Understanding attached to the enclosed Resolution is now ready for approval.

RECOMMENDATION:

Adopt the attached Resolution authorizing the Chief of Police to enter into the Interagency Memorandum of Understanding for License Plate Scanning and repealing Resolution R2019-2952.

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; REPEALING RESOLUTION R2019-2952

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.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that Resolution R2019-2952 is hereby repealed in its entirety.

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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Mayor

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11

City Recorder

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. This MOU supersedes MOU K12562 executed between the parties on December 15, 2016.

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.

CITY COUNCIL MEETING: February 19, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

**SUBJECT: AMERICAN FOR DISABILITIES ACT (ADA) CURB RAMP UPDATE ON
RIVER ROAD**

DATE: February 11, 2019

BACKGROUND:

The Public Works Department Streets Division has been planning to resurface River Road from the south city limits to Chemawa Road and recent changes to the American with Disabilities Act (ADA) require that curb ramps and pedestrian traffic signals be brought up to current ADA standards as part of, or prior to resurfacing the roadway. Staff determined separating the ADA ramp and pedestrian signal work from the road resurfacing work would result in a cost savings to the city and planned to have this work done prior to the resurfacing work.

Public Works solicited bids for the project and received 10 bids which were opened on Tuesday February 5th 2019 at 2:00pm. The bids ranged from a high of \$1,189,050.00 to a low of \$638,950.00 with R & R General Contracting submitting the lowest bid. The engineers estimate for this project was \$600,000.00

FISCAL IMPACT:

Funds for this project are available in the Fiscal Year 2018/2019 Street Fund Budget line 62.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract with R & R General Contracting in the amount of \$638,950.00 for the upgrades to the ADA curb ramps and associated pedestrian traffic signal upgrades on River Road from the south city limits to Chemawa Road.

Please contact me if you have questions.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

AUTHORIZING THE CITY MANAGER TO AWARD AND ENTER INTO AN AGREEMENT WITH R & R GENERAL CONTRACTING FOR UPGRADES TO ADA CURB RAMPS AND PEDESTRIAN TRAFFIC SIGNALS ON RIVER ROAD

WHEREAS, the Public Works Department has been planning to resurface River Road from the south city limits to Chemawa Road;

WHEREAS, the American with Disabilities Act (ADA) requires that curb ramps and pedestrian traffic signals be brought up to current ADA standards as part of, or prior to resurfacing of the roadway;

WHEREAS, bids for the ADA curb ramp and pedestrian traffic signal portion of the project was solicited;

WHEREAS, ten bids for this project were received. R & R General Contracting submitted the low bid for a total amount of \$638,950.00. The City Engineer has reviewed and certified the bids;

WHEREAS, a notice of intent to award the bids was sent to the bidders on February 12, 2019;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to award the contract to and enter into an agreement with R & R General Contracting for a total cost of \$638,950.00 for upgrades to ADA curb ramps and pedestrian

1 traffic signals on River Road from the south city limits to Chemawa Road. Funding for this
2 project is from the Street Fund.

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

5 PASSED this _____ day of _____, 2019.

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7 SIGNED this _____ day of _____, 2019.

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Mayor

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City Recorder

CITY COUNCIL MEETING: February 19, 2019.

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

**SUBJECT: STATE PREPAREDNESS and INCIDENT RESPONSE EQUIPMENT
(SPIRE) GRANT APPLICATION**

DATE: February 12, 2019

BACKGROUND:

The Public Works Department is seeking to acquire a Water Purification and Desalinization System as an eligible applicant for the State Preparedness and Incident Response Equipment (SPIRE) Grant Program through the Oregon Military Department, Office of Emergency Management. The grant was developed to distribute emergency preparedness equipment as defined by House Bill 2687 to qualified applicants for vehicles or other property found on the SPIRE Grant equipment list. Qualified applicants include any organization responsible for, or containing expertise in emergency preparedness and are a local government, as defined by ORS 174.116. Greater weight in grant evaluation will go to applicants who seek acquisition of equipment for the benefit of more than one organization. The City of Keizer is a member of the Oregon Water/Wastewater Agency Response Network (ORWARN) and have other mutual aid agreements in place with agencies like the Oregon Department of Transportation (ODOT) which will enhance our application. The City of Keizer's application will be considered a "community" application, as defined in the grant process, and we have requested a letter of support from the Marion County Emergency Manager.

Funds for the grant will be made available by a bond sale through the State of Oregon, taking place in the March - April 2019 timeframe and will contain \$5,000,000.00 of available funding. Grant applications are due March 1st 2019.

FISCAL IMPACT:

There is no direct fiscal impact to the City of Keizer other than costs to maintain the unit should we be successful in obtaining it through the SPIRE grant.

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution authorizing the Public Works Director to apply for the Water Purification and Desalinization System through the State Preparedness and Incident Response Equipment (SPIRE) Grant Program.

Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

AUTHORIZING THE PUBLIC WORKS DIRECTOR TO
APPLY FOR A STATE PREPAREDNESS AND INCIDENT
RESPONSE EQUIPMENT GRANT

WHEREAS, the State Preparedness and Incident Response Equipment (SPIRE)

Grant Program through the Oregon Military Department, Office of Emergency Management is taking grant applications to distribute emergency preparedness equipment as defined by House Bill 2687;

WHEREAS, the City of Keizer desires to participate in the grant program to acquire a Water Purification and Desalinization System;

WHEREAS, the City of Keizer anticipates that if awarded the grant, the City will acquire a Water Purification and Desalinization System;

WHEREAS, the City of Keizer hereby certifies that the estimated costs to acquire the Water Purification and Desalinization System is \$0.00, but future costs will be required to maintain the unit;

WHEREAS, the deadline for submitting the application is March 1, 2019;

WHEREAS, the authority to sign the application must be authorized by the City Council;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Public Works Director is authorized to apply for a State Preparedness and Incident Response

1 Equipment Grant through the Oregon Military Department, Office of Emergency
2 Manager to acquire a Water Purification and Desalinization System.

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

5 PASSED this _____ day of _____, 2019.

6

7 SIGNED this _____ day of _____, 2019.

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Mayor

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City Recorder



MINUTES
KEIZER CITY COUNCIL
Monday, February 4, 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
Kim Freeman, Councilor
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:

Anne Farris, Youth Councilor

FLAG SALUTE

Boy Scout Troop 167 led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. McNary High School AVID Program – Shoe Battle of the Schools

McNary students, *Zahvia Stokes* and *Joe Alvarado*, provided information regarding the program which provides shoes for the homeless, noted the drop-off locations and explained that McNary is competing with area schools February 4 through 26 to collect the most shoes, boots, shoe laces and socks. Councilor Freeman thanked Keizertimes for running an article about the program and urged the students to return with results.

b. Recognition of Alayna Garcia – Oregon’s Kid Governor Program

Mayor Clark provided information regarding the program. A video was shown of Miss Garcia explaining her idea. Technical difficulties prevented showing the entire video. Miss Garcia shared information about her program and introduced her mother, sister and the principal of Forest Ridge Elementary School. She concluded noting that she felt it was good to try to fix something in the community. Mayor Clark presented Miss Garcia with a Certificate of Recognition.

COMMITTEE REPORTS

a. Volunteer Coordinating Committee

City Manager, Chris Eppley, reported that following publication of notice of vacancies on various city committees and acceptance of testimony from the applicants, the Volunteer Coordinating Committee unanimously recommended the following to fill the vacancies: Mike Pantelone to Position #2 on the Parks Advisory Board, Shannon Flowers to Position #4 on the Keizer Points of interest Committee and Dakota Saunders to

- Recommendations for Appointment – Parks Advisory Board, Points of Interest Committee, and Public Arts Commission** Position #2 on the Public Arts Commission.
Councilor Freeman moved that the Keizer City Council accept the Volunteer Coordinating Committee recommended appointments. Councilor Herrera seconded. Motion passed unanimously as follows:
 AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)
- PUBLIC TESTIMONY** *Coleen Busch*, Keizer, a member of the Board of Directors for Salem Keizer Transit District representing Keizer, shared information regarding a fare increase, extended services, and reduction of youth fares. Mayor Clark added that Cherriots has provided transportation to shelters for the homeless during cold weather.
- PUBLIC HEARING** *Mayor Clark opened the Public Hearing.*
- a. ORDINANCE – To Vacate a Portion of Chemawa Road NE, Keizer, Oregon** City Attorney Shannon Johnson summarized his staff report. The property owner (from the audience) announced that he was planning on beautifying the property and putting up a nice looking barrier.
Councilor Freeman moved that the Keizer City Council approve a Bill for an Ordinance To Vacate a Portion of Chemawa Road NE, Keizer, Oregon. Councilor Herrera seconded. Motion passed unanimously as follows:
 AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)
- ADMINISTRATIVE ACTION** Finance Director Tim Wood reviewed his staff report.
- a. Keizer United Disbursement Request** *Meredith Mooney*, President of Keizer United, explained that money received from the City had been used to assist the Whiteaker, Claggett and Kennedy Klosets and the solar project at the Peggy & Jerry Moore Community Garden. She noted that the funding was not used for meeting lunches but that efforts have been made to get lunches donated. She then reviewed representation and possible recipients for future assistance.
Councilor Freeman moved that the Keizer City Council approve the \$1000 disbursement to Keizer United which will complete their disbursement in this year’s budget. Councilor Herrera seconded. Motion passed unanimously as follows:
 AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)

- b. ORDER – Designating “No Parking” Zone in a Certain Area of Parkmeadow Drive Northeast, Keizer, Oregon**
- Public Works Director Bill Lawyer summarized his staff report.
- Councilor Freeman moved that the Keizer City Council adopt an Order Designating “No Parking” Zone in a Certain Area of Parkmeadow Drive Northeast, Keizer, Oregon. Councilor Herrera seconded. Motion passed unanimously as follows:
- AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)
- c. RESOLUTION – Authorizing City Manager to Order Removal of Persons from City Property**
- Shannon Johnson reviewed his staff report and fielded questions regarding areas covered and responsible parties when the City Manager is not available.
- Councilor Freeman moved that the Keizer City Council adopt a Resolution Authorizing City Manager to Order Removal of Persons from City Property. Councilor Herrera seconded. Motion passed unanimously as follows:
- AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)
- 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 8/19)
- 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
- Councilor Smith pulled item C.
- Councilor Freeman moved for approval of the items A, B, D and E of the Consent Calendar. Councilor Herrera seconded. Motion passed unanimously as follows:
- AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)

Councilor Smith explained that her husband works for Comcast so she would abstain from voting.

Councilor Freeman moved for approval of Item C of the Consent Calendar. Councilor Herrera seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: Smith (1)

ABSENT: None (0)

COUNCIL LIAISON REPORTS

Councilor Herrera reported on the League of Oregon Cities (LOC) City Day at the capitol, Kennedy Academy of Leadership, McGee memorial service, and the swearing in of the new judge for Linn County, and announced the Mano Mano Board meeting, Revitalization Open House and the Hall of Fame event.

Councilor Parsons reported on the Keizer Little League Park subcommittee and the Keizer Revitalization meetings and announced the Volcanoes Winter Banquet, Council Orientation and Stormwater Advisory Committee meeting and the need for volunteers for the Keizer Points of Interest Committee, Youth Committee Liaisons and McNary Mentors.

Councilor Smith reported on the Festival Advisory Board meeting and announced the Volcanoes banquet.

Councilor Freeman thanked everyone who covered for her while she was out and reminded Councilors and committee members to speak into their microphones so that the viewing audience could hear them. She announced the West Keizer Neighborhood Association meeting and the Marion County Commissioners' breakfast, thanked citizens who pick up trash in the community and urged everyone to read about the floods of Keizer on the informational signs at Keizer Rapids Park.

Councilor Reid reported that she had helped serve at the community dinner, attended the LOC City Day evening reception, the Festivals Advisory Board meeting and the Student Art Fair at the Keizer Heritage Center. She announced the Southeast Keizer Neighborhood Association, Stormwater Advisory, Traffic Safety/Bikeways/Pedestrian, and Personnel Policy Committee meetings, and Keizer Homegrown Theater and McNary events.

Councilor Kohler reported that he had helped serve at the Community dinner, attended the LOC City Day, Keizer Greeters, Chamber lunch/legislative update, Chamber Cook's Night Out, McGee memorial, and the Keizer-Salem middle school all city concert and announced the Claggett Creek Watershed Council meeting.

Mayor Clark reported on the LOC Elected Officials training, Mid-Willamette Council of Governments Board meeting, Rotary lunch, the McGee memorial, and the Career Technical Educational Center Board

meeting and Signing Night. She announced the upcoming airing of a podcast done on the Homeless Initiative; the Volcanoes Community Advisory Committee, Keizer Heritage Foundation, and Strategic Economic Development Corporation meetings, the Celebration of Leadership for the former Mayor of Woodburn, and the Oregon Birthday Celebration. She then read the email report from Youth Councilor Farris.

OTHER BUSINESS Community Development Director Nate Brown provided details regarding the upcoming Revitalization Open House, urged everyone to view the new art exhibit in the Community Center gallery, and announced the Buildable Lands Inventory/Housing Needs Analysis Project Advisory Committee meeting and open house.

Councilor Kohler announced that former Mayor Dennis Koho had surgery but is now resting at home.

Mayor Clark announced the death of Keizer’s first Police Chief, Robert Thomas and thanked his family for his years of service.

WRITTEN COMMUNICATIONS None

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

ADJOURNMENT Mayor Clark adjourned the meeting at 8:25 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

Councilor #5 – Elizabeth Smith

Councilor #3 – Marlene Parsons

Councilor #6 – Dan Kohler

Minutes approved: _____