

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION
Monday, October 15, 2018
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. **PROCLAMATION** - Domestic Violence Awareness Month
5. **COMMITTEE REPORTS**
 - a. Volunteer Committee Recommendation for Appointments to Keizer Points of Interest Committee, Keizer Parks Advisory Board, Keizer Planning Commission, and Traffic Safety/Bikeways/Pedestrian Committee
6. **PUBLIC TESTIMONY**

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.
7. **PUBLIC HEARINGS**
8. **ADMINISTRATIVE ACTION**
 - a. Request for Letter Supporting the Return of Commercial Air Service to Salem Municipal Airport
 - b. Waiver of Community Center Rental Fee – Keizer Community Band
9. **CONSENT CALENDAR**
 - a. **RESOLUTION** – Declaring the City’s Intent to Initiate a Street Lighting Local Improvement District (Snook Grove) and Directing City Engineer to Make A Survey and File A Written Report with the City Recorder

- b. RESOLUTION – Authorizing City Attorney to Sign Abacusnext Amicus Attorney Agreement
- c. RESOLUTION – Authorizing the Chief of Police to Sign the Agency Agreement with Leadsonline
- d. RESOLUTION – Authorizing the Finance Director to Purchase a Printer From Dependable Printer Support for the Legal Department and Enter Into A Toner Plus Maintenance Agreement for the Printer
- e. RESOLUTION – Authorizing the City Manager to Enter Into Lease Agreement with Ricoh USA Inc for Public Works Copier
- f. Approval of September 17, 2018 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

October 22, 2018

6:00 p.m. – City Council Work Session

- Cost of Growth

October 29, 2018

6:00 p.m. – City Council Work Session

- Mid-Willamette Valley Homeless Initiative Update

November 5, 2018

7:00 p.m. City Council Regular Session

14. ADJOURNMENT

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



WHEREAS, the impact of domestic violence extends beyond individuals, reaching into families and communities; and

WHEREAS, in the last year Marion County has experienced four domestic violence homicide crimes resulting in the deaths of seven victims, four of whom were children; and

WHEREAS, the Marion County District Attorney's office received 1,222 law enforcement reports of domestic violence last year, filed 970 domestic violence cases, and filed 71 juvenile dependency cases with domestic violence allegations; and

WHEREAS, the Marion County Courts received 1,012 requests for protective orders last year; and

WHEREAS, the Center for Hope and Safety received 26,526 contacts to their program last year, and provided 5,633 nights of shelter; and

WHEREAS, the Marion County Victim Assistance Division provided services to 1,604 victims of domestic violence last year, walking alongside them and giving them a voice in the criminal justice process; and

WHEREAS, we know as individuals, we can make a difference by speaking up and reaching out to help victims and survivors; and

NOW THEREFORE, I, Cathy Clark, Mayor of the city of Keizer, along with the Keizer City Council, do hereby proclaim October 2018 as

"DOMESTIC VIOLENCE AWARENESS MONTH"

And resolve to honor those who have died and acknowledge those who have survived by supporting meaningful services that create safety and hope for survivors in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer this 15th day of October, 2018.

MAYOR CATHY CLARK

CITY COUNCIL MEETING: October 15, 2018

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 October 4, 2018 to review applications and interview candidates for openings on the Keizer Points of Interest Committee, Parks Advisory Board, Planning Commission and Traffic Safety/Bikeways/Pedestrian Committee. The Committee is recommending the following applicants for appointments:

- Keizer Points of Interest Committee – **Jill Bonney-Hill** for Position #6 and **Sherrie Gottfried** for position #7, term expiring November 30, 2021.
- Parks Advisory Board - **Matt Lawyer** for Position #8 and **Wayne Frey** for Position #9, term expiring December 31, 2021.
- Planning Commission – **Christopher Ray** for Position #7, term expiring September 30, 2021.
- Traffic Safety/Bikeways/Pedestrian Committee – **Wayne Frey** for Position #4, term expiring December 31, 2021.

RECOMMENDATION:

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

COUNCIL MEETING: October 15, 2018

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: CHRIS EPPLEY
CITY MANAGER**

**SUBJECT: REQUEST FOR LETTER SUPPORTING THE RETURN OF COMMERCIAL AIR
SERVICE TO SALEM MUNICIPAL AIRPORT**

ISSUE:

Recently, members of the City Council attended a presentation by the Mid-Valley Commercial Air Service Steering Committee to bring back commercial air service to the Salem Municipal Airport. The Mid-Valley Commercial Air Service Steering Committee is an ad hoc community group working towards the goal of securing major airline daily flights to a hub airport. The Committee includes leadership of SEDCOR, Travel Salem, and the Salem Chamber of Commerce. Brent DeHart, member and the secretary of the Mid-Valley Commercial Air Service Steering Committee will be present at the City Council meeting to give an overview of their efforts and request a letter of support for this project from the City Council.

RECOMMENDATION:

Staff recommends the City Council hear the presentation, discuss the issue, and if the Council wishes direct staff to prepare a Resolution authorizing the Mayor to sign a letter of support to bring back commercial air service to the Salem Municipal Airport.

COUNCIL MEETING: October 15, 2018

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: CHRIS EPPLEY
CITY MANAGER**

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

**SUBJECT: WAIVER OF COMMUNITY CENTER RENTAL FEE - THE KEIZER
COMMUNITY BAND (DECEMBER CONCERT)**

BACKGROUND:

The Keizer Community Band was formed in 1998 at the request of former City of Keizer Mayor Bob Newton. Mayor Newton wanted a band that would represent the community and furnish music for community functions as well as music for entertainment. At the request of Mayor Newton, former Salem Public Schools Band Director Roy Shelton recruited community members form a band and to achieve Mayor Newton's goal. Director Shelton conducted the band until his retirement in 2003. Michael Koenig, a former student of Director Shelton then took over conducting the band. The band is active in the area, playing for numerous fundraising events and occasions such as the Iris Festival.

At the City Council meeting on Monday, October 1, 2018, the City Council waived the room rental fee, security/cleaning deposit, and the staffing costs for a "Salute to Veterans and America" concert in the Community Center on November 14 2018. The City Council did not waive the standard requirement for the Band to provide a certificate of liability insurance. After the City Council meeting, Band Director Michael Koenig contacted the City indicating the Band does not carry a standard liability insurance policy. Mr. Koenig has also requested a date for another concert - "Christmas With the Keizer Community Band" on December 19, 2018. There will be no admission charged for this concert. Mr. Koenig plans to attend the City Council meeting tonight to discuss his most recent request for a rental waiver and a waiver of the insurance requirement for both concerts.

The rental rates for the Keizer Community Center Iris B listed below include a 25% discount for Keizer Citizens or any Keizer Based 501(c)(3) organization. The Keizer Community Band qualifies for this discount.

Keizer Community Band Concert

The rental rate for the Iris Room A for 2 hours (6:30 p.m. to 8:30 p.m.) would be as follows:

- Room Rental – \$150 (\$75 per hour including staffing, with the 25% discount)

- Event Staff – included in the rental rate above, however if rental rate waived, event staff would cost the City approximately \$80 (room set, event coverage, and clean/reset of room)
- Security/Cleaning Deposit (Refundable) - \$750

Options for Council Consideration for the Keizer Community Band Concert:

1. Grant the request for a complete rental fee waiver (room rental, security/cleaning deposit, insurance requirement, and costs for event staff).
2. Deny the request for a complete rental fee waiver. (room rental, security/cleaning deposit, insurance requirement, and costs for event staff).
3. Waive the room rental fee, security/cleaning deposit, and the insurance requirement but charge \$80 for event staff.
4. Waive the room rental fee, security/cleaning deposit, but require insurance and charge \$80 for event staff.
5. Waive the room rental fee, security/cleaning deposit, and staffing costs, but require the insurance.

RECOMMENDATION:

Staff recommends the City Council discuss the request for the rental fee waiver for the December concert, the insurance requirement for both concerts, and then direct staff accordingly.

COUNCIL MEETING: October 15, 2018

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

**SUBJECT: INITIATING SNOOK GROVE STREET LIGHTING LOCAL IMPROVEMENT
DISTRICT**

ISSUE:

Shall the City Council initiate Snook Grove Street Lighting Local Improvement District?

DISCUSSION:

A petition was filed on October 1, 2018 by the developer of Snook Grove to form a local improvement district for street lights in this area of Keizer. The petition contained the required signatures of the property owner as outlined by City of Keizer Ordinance 94-278.

RECOMMENDATION:

It is recommended that the City Council approve the Resolution Initiating Snook Grove Street Lighting Local Improvement District and direct the City Engineer to prepare a survey of the area.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2018-____

4
5 **DECLARING THE CITY'S INTENT TO INITIATE A STREET LIGHTING**
6 **LOCAL IMPROVEMENT DISTRICT (SNOOK GROVE) AND DIRECTING THE CITY**
7 **ENGINEER TO MAKE A SURVEY AND FILE A WRITTEN REPORT WITH THE CITY**
8 **RECORDER**
9

10 WHEREAS, the City Council of the City of Keizer has received a petition from the
11 developer to initiate a street lighting district in the Snook Grove development in the City of
12 Keizer, Oregon; and

13 WHEREAS, pursuant to City of Keizer Ordinance 94-278, the necessary signatures of
14 land owner comprising two-thirds of the property to be included within Snook Grove Street
15 Lighting District have requested the formation of the district; NOW, THEREFORE,

16 BE IT RESOLVED by the City Council of the City of Keizer that:

- 17 1. The City Council declares its intent to initiate Snook Grove Street Lighting
18 Local Improvement District;
- 19 2. The map attached hereto, marked Exhibit "A", and by this reference
20 incorporated herein sets forth the proposed boundaries of the district;
- 21 3. The City Engineer is hereby directed to make a survey of the District;
- 22 4. The City Engineer shall file a written report with the City Recorder on or
23 before November 5, 2018.

24 PASSED this ____ day of _____, 2018.

25 SIGNED this ____ day of _____, 2018.

26
27 _____
28 Mayor

29
30 _____
31 City Recorder

PETITION TO FORM LOCAL IMPROVEMENT DISTRICT FOR STREET LIGHTING

To the City Council for the City of Keizer:

The undersigned being the owner or contract purchaser of the described property hereinafter set opposite my or its name, hereby petition the Keizer City Council to form a STREET LIGHTING LOCAL IMPROVEMENT DISTRICT for:

Snook Grove

within the City of Keizer.

The legal description of the proposed district is:

Parcel 1, Partition Plat No.95-33, recorded April 17, 1995 in Reel 1232, Page 266, Marion County Deed Records.

PLEASE ATTACH A MAP OF THE AREA

This petition to form this district is in conformity with the charter, ordinances and regulations of the City of Keizer.

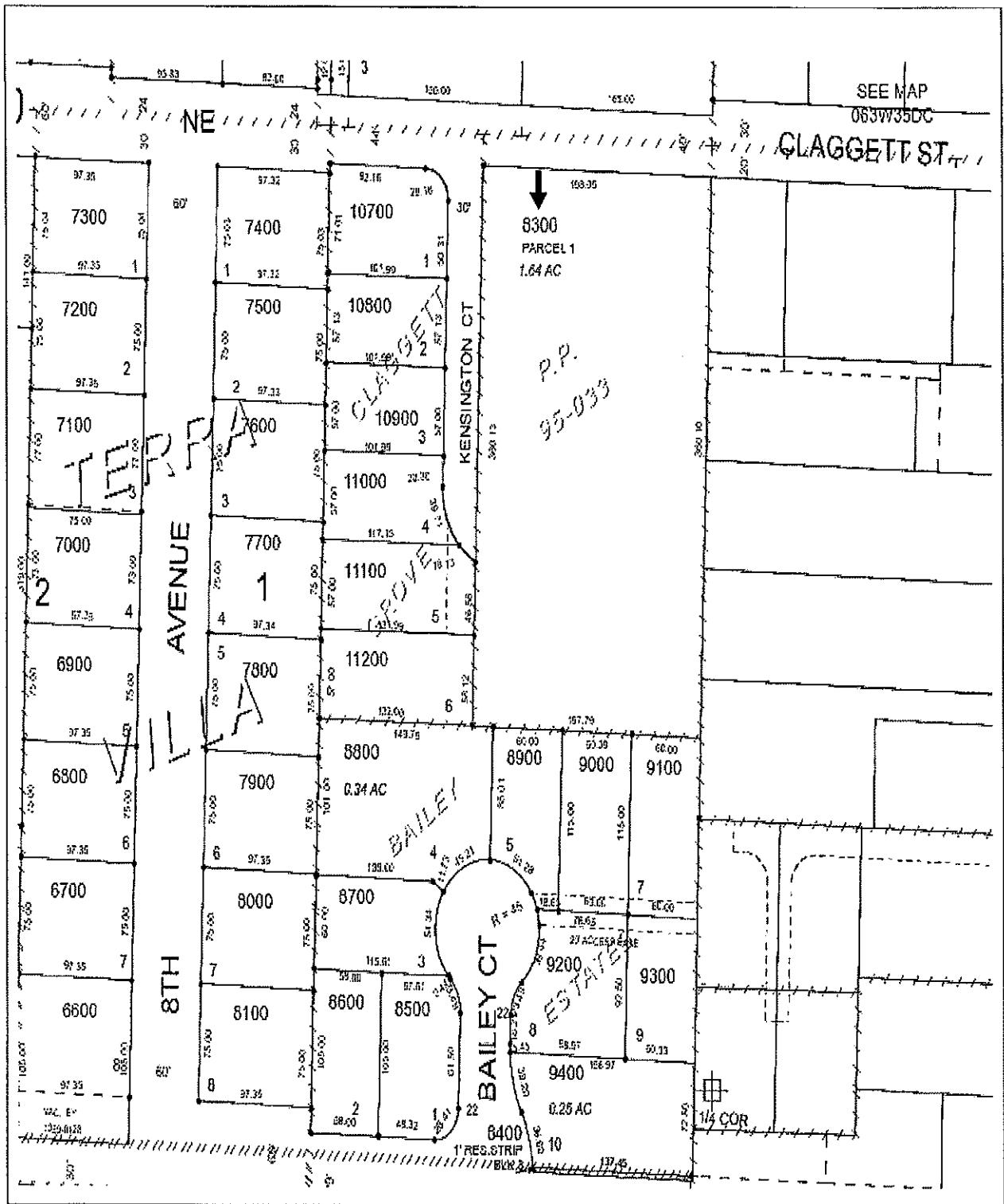
PETITION SUBMITTED BY:

NAME: Jeremy Grenz

ADDRESS: 1155 13th Street SE, Salem, OR 97302

PHONE NUMBER: 503-363-9227

DATE	DEED HOLDER/CONTRACT BUYER	SIGNATURE	ADDRESS OF PROPERTY (IF VACANT - LOT NUMBER/SECTION)
10/01/2018	Trademark Enterprises, LLC		930 Claggett Street NE, Keizer



THIS MAP IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING SAID PREMISES, AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, IN DIMENSIONS, AREAS, AND LOCATIONS AS CERTAINED BY ACTUAL SURVEY.



CITY COUNCIL MEETING: October 15, 2018

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: ABACUSNEXT AMICUS ATTORNEY AGREEMENT

In 2016, I entered into an agreement for Abacus Data Systems for an electronic attorney management software system. The agreement expires approximately October 12, 2018. This management system is of great value to the City and I believe that this service should be continued. The cost of the service under the last agreement was \$123.20 monthly for two users. The cost of the service under the new agreement is \$158.40 monthly for two users. The proposed new three year agreement is attached to the Resolution for your consideration.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Attorney to sign the AbacusNext Amicus Attorney Agreement.

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

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

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3 Resolution R2018-____

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6 AUTHORIZING CITY ATTORNEY TO SIGN ABACUSNEXT
7 AMICUS ATTORNEY AGREEMENT
8

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10 WHEREAS, the City Attorney and Abacus Data Systems entered into an
11 agreement for the Amicus Attorney software on October 13, 2016

12 WHEREAS, the agreement is set to expire approximately October 12, 2018;

13 WHEREAS, the funds are budgeted in the 2018-2019 software/maintenance fund
14 to maintain this attorney management software system;

15 WHEREAS, AbacusNext and the City has negotiated the terms of an agreement
16 as attached hereto;

17 WHEREAS, the Council has reviewed the matter and believes it is appropriate for
18 the City Attorney to have access to the attorney management software system;

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that the City
21 Attorney is authorized to sign the attached AbacusNext Agreement.

22 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
23 City Attorney is authorized to take any other actions consistent with the Amicus Attorney
24 End User License Agreement.
25

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

3 PASSED this _____ day of _____, 2018.

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5 SIGNED this _____ day of _____, 2018.

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Mayor

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City Recorder



We have prepared a quote for you

Amicus Attorney - City of Keizer

Quote # 042876
Version 1

Prepared for:

City of Keizer

Shannon Johnson
johnsons@keizer.org

Prepared by:

AbacusNext

Denise Veltmeyer
dveltmeier@abacusnext.com

Amicus Attorney

Description		Recurring	Qty	Ext. Recurring
AMICUS ATTORNEY NB BDL USER	Amicus Attorney User Light includes Mobile App, AA Anywhere, Client Portal, APX and SQL.	\$79.20	2	\$158.40

Monthly Subtotal: **\$158.40**

Activation Fee

Description		Qty
ACTIVATION FEE VIP	VIP Activation Fee - Waived	1

Amicus Attorney - City of Keizer

Proposal Information:
Proposal #: 042876

Version: 1

Delivery Date: 09/25/2018

Expiration Date: 10/31/2018

Prepared for:
City of Keizer

PO Box 21000

Keizer, OR 97307

Shannon Johnson

(503) 856-3432

johnsons@keizer.org

Prepared by:
AbacusNext

Denise Veltmeyer

(858)529-0057

Fax 858-430-3529

dveltmeier@abacusnext.com


Client Type: Yes
Requested Go Live Date:
Solution: Amicus Attorney
Migrating: No
Term: 36 Months
Order Type: Renewal
Already Existing Customer: Yes
PPOC:

Proposal Summary

Monthly Expenses Summary

Description	Amount
Amicus Attorney	\$158.40

Monthly Total: \$158.40 USD

* Abacus may be required to charge sales tax on any and all charges set forth herein pursuant to certain state and local sales tax laws. Any such taxes will be in addition to the amounts set forth herein.

ORIGINAL SERVICE ORDER FOR AMICUS ATTORNEY

By executing this Service Order Form, Client hereby understands that it is entering into a binding contract with Abacus Data Systems, Inc. ("Abacus"). This Service Order Form supersedes all prior agreements between Client and Abacus (or any of its subsidiaries) related to any of the products purchased herein (if any).

With the exception of Professional Service Hours, Balance and Billing (which are not part of Client's Amicus Attorney Subscription and are more specifically addressed below if purchased), all items purchased in this Service Order Form set forth above make up Client's Amicus Attorney Subscription.

Client's Amicus Attorney Subscription shall be governed by the Amicus Attorney End User License Agreement ("EULA") set forth at www.abacusnext.com/amicuseula (which is incorporated into this Service Order Form by reference).

This Service Order Form may be executed with written or electronic signature or other written form of approval (including but not limited to approving in an e-mail), and delivered by facsimile or as a pdf or e-mail. Client further agrees that such approval shall constitute Client's signature. If so executed and delivered to Abacus, the document shall be treated as an original and binding copy of this agreement.

City of Keizer

Signature: _____

Name: Shannon Johnson

Date: _____

CITY COUNCIL MEETING: October 15, 2018

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: LEADSONLINE AGENCY AGREEMENT

LeadsOnline operates and maintains an electronic reporting and criminal investigation system for receiving data for the use of law enforcement officials. LeadsOnline collects, maintains and disseminates data. The Police Department staff believes that entering into this agreement will be a significant benefit to the City. The total cost to the City for a three year agreement is \$3,133 per year.

RECOMMENDATION:

Adopt the attached Resolution Authorizing the Chief of Police to sign the Agency Agreement with LeadsOnline.

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

ESJ/tmh

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CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018-_____

AUTHORIZING THE CHIEF OF POLICE TO SIGN THE AGENCY
AGREEMENT WITH LEADSONLINE

WHEREAS, LeadsOnline operates and maintains an electronic reporting and
criminal investigation system;

WHEREAS, the attached Agreement outlines the terms of using the electronic
reporting and criminal investigation system;

WHEREAS, the Police Department staff believes that participating in the
electronic reporting and criminal investigation system will benefit the City of Keizer;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Chief of
Police is authorized to sign the attached Agency Agreement with LeadsOnline.

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

PASSED this _____ day of _____, 2018.

SIGNED this _____ day of _____, 2018.

Mayor

City Recorder

AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated October 1, 2018 ("Effective Date") is made between Keizer Police Department ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

- 1.1 "Data" means all information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by Municipal, State, County or Federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in his/her official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2005 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

2. Responsibilities of Agency

- 2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Data accessed via Leads by its Law Enforcement Official is the

responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.

- 2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.
- 2.3 Agency agrees to not share its access to Leads' System with other Law Enforcement Agencies and to not share information retrieved from Leads' System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.
- 2.4 Agency agrees that accounts will be i) registered only to individual Law Enforcement Officials employed exclusively by Agency and ii) will be used only by the specific Law Enforcement Official to whom the account is registered and iii) will not be used to access or otherwise provide information from Leads system to other Law Enforcement Agencies.
- 2.5 Agency represents and warrants that it shall only access, use and disclose Data for use in Agency's official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Data accessed by its users.
- 2.6 Agency is responsible for securing Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state data security breach laws and the GLBA.
- 2.7 Agency agrees to not search Leads' System for the purpose of creating a public record in order to respond to a public records request when no such public record existed at the time the public records request was received by Agency. Agency understands and acknowledges that information accessible via Leads' System may not be eligible for disclosure in response to a public records request according to applicable law. Upon receipt of a request for records accessible via Leads' System, Agency will diligently review the matter and will not release information unless clearly required to do so under Oregon public records law. Agency agrees to abide by all state and federal privacy and breach notification laws.
- 2.8 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.
- 2.9 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads' System.
- 2.10 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible compromise of a user's password. Please send any notifications to privacy@leadsonline.com.
- 2.11 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

- 3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Data for access only by Law Enforcement Officials.
- 3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.
- 3.3 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

- 4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 United States Code), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency Agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.
- 4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.
- 4.3 Agency represents it is a Law Enforcement Agency.
- 4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.
- 4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and disseminating Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user.
- 4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not represent or endorse the accuracy or reliability of Data or other information submitted by Reporting Business and Law Enforcement Agencies. Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.

4.7 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring their compliance with their Data reporting obligations.

4.8 Agency will not discourage Reporting Businesses from submitting Data via Leads.

5. Term

5.1 This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years (the "Initial Term") or until termination by Leads or Agency as described below.

5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term and any renewal term, Agency may renew this Agreement for an additional one-year term. Mutual agreement to be evidenced by Leads' submission of a valid invoice for the renewal year, and Agency's payment of such invoice within 30 days of renewal.

5.3 Following thirty (30) days' written notice, either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.

5.4 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing 60 days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

6. Disclaimer and Indemnification

6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.**

6.2 **IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.**

6.3 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from

and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by Agency, Leads' liability under this paragraph shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Agency.

7. Miscellaneous

- 7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.
- 7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to Agency.
- 7.3 Leads reserves the right to disclose any information in response to an official government request or duly authorized subpoena.
- 7.4 Any waiver by Leads of a breach of any provision of this Agreement by Agency or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by Agency.
- 7.5 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.
- 7.6 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.
- 7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located in Oregon.

7.8 Leads shall not assign its responsibilities under this Agreement without prior written consent of Agency which shall not be unreasonably withheld.

LEADS**LeadsOnline LLC**Signature:  _____**Print Name:** David K. Finley**Title:** President & CEO**Date:** 10/05/2018 _____**Address:** 6900 Dallas Parkway, Suite 825
Plano, Texas 75024**Tax ID:** 42-1720332**AGENCY****Keizer Police Department**

Signature: _____

Print Name: _____**Title:** _____**Date:** _____**Address:** PO Box 21000
Keizer, OR 97307

AGENCY AGREEMENT – Attachment ‘A’

SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	PowerPlus
Online reporting system for all pawn/secondhand stores	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, etc. as reported	✓
Legacy data import (from existing in-house database)	✓
Updates, training and support for agency personnel and businesses	✓
Transaction Monitor – Audit system for reporting compliance	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓ 75
eBay First Responder Service	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Statement Analyzer	✓
Submit lists of known suspects and/or property (file upload)	✓
Online reporting System for scrap metal dealers	✓
Phone Forensics Search	✓
CompStat Mapping System	✓
Case Search – Search multiple items looking for potential suspects	✓ 37
Public Classified Ads –Craigslist	✓
Total Fixed Annual subscription fee due on October 1, 2018 and on or before each anniversary thereof during the Initial Term	\$3,133

CITY COUNCIL MEETING: October 15, 2018

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: HP PRINTER AND TONER PLUS MAINTENANCE AGREEMENT

The City of Keizer's practice has been to purchase printers outright for various departments and as needed, toner is purchased for the printers. A maintenance program for parts, repair service, and toner is now offered from Dependable Printer Support for a monthly fee. The IT Department has determined that it would be more cost-effective for the Legal Department to utilize the maintenance program offered by Dependable Printer Support.

The cost of the printer is \$599.00 which is \$200.00 reduction from the retail price and Dependable Printer Support will handle the trade in of the old printer which would result in a refund in the amount of \$100.00. Between the reduction and the refund, the net cost of the printer is \$499.00. The maintenance program for parts, repair service and toner is \$80.00 per month. This transaction requires Council approval because the agreement is over two years.

RECOMMENDATION:

Adopt the attached Resolution authorizing the Finance Director to purchase the printer from Dependable Printer Support for the Legal Department and to enter into the Toner Plus Maintenance Agreement.

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

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2018-____

4
5
6 AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE A PRINTER
7 FROM DEPENDABLE PRINTER SUPPORT FOR THE LEGAL
8 DEPARTMENT AND ENTER INTO A TONER PLUS MAINTENANCE
9 AGREEMENT FOR THE PRINTER

10
11
12 WHEREAS, the City of Keizer typically purchases printers and as needed purchases toner for
13 printers;

14 WHEREAS, Dependable Printer Support has a maintenance program for parts, service and
15 toner for a monthly fee;

16 WHEREAS, it has been determined that it would be more cost-effective for the Legal
17 Department to utilize the maintenance program offered by Dependable Printer Support;

18 WHEREAS, a five-year agreement has been negotiated with Dependable Printer Support;

19 WHEREAS, the monthly costs for the agreement is included in the approved budget and will
20 be included in upcoming fiscal year budgets;

21 NOW, THEREFORE,

22 BE IT RESOLVED by the City Council of the City of Keizer that the Finance Director is
23 hereby authorized to purchase the printer from Dependable Printer Support for the Legal Department
24 and sign the Toner Plus Maintenance Agreement for the printer, a copy of which is attached hereto
25 and by this reference incorporated herein.

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

PASSED this _____ day of _____, 2018.

SIGNED this _____ day of _____, 2018.

Mayor

City Recorder

Portland Office: Northwest Print Strategies Inc 8175 sw nimbus Beaverton, Or 97008 503.641.5156

Salem Office: Dependable Printer Support (DPS) 3217 Market street Salem, Or 97301 503.581.7475



TONER PLUS maintenance agreement

CUSTOMER NAME

City of Keizer

ADDRESS

930 Chemawa Rd NE

CITY STATE ZIP
Keizer OR 97303

PHONE FAX

503.856.3435

CONTACT NAME

Bill Hopkins

CONTACT TITLE CONTACT EMAIL

Chief Technology Officer hopkinsb@keizer.org

CONTRACT EFFECTIVE DATES

10.15.18 - 10.15.23

CONTRACT NUMBER

For a base fee covering page use herein described, our factory-trained personnel will render repair service and provide necessary toner supplies during regular business hours for equipment listed below for a period of 60 months in accordance with the terms and conditions set forth on the back of this page. This contract is non-refundable, non-transferable, and noncancellable by customer.

DEVICE #1	MAKE	MODEL	SERIAL	MONO START PAGE COUNT	COLOR START PAGE COUNT
	HP	553DN		0	0

DEVICE #2	MAKE	MODEL	SERIAL	MONO START PAGE COUNT	COLOR START PAGE COUNT
-----------	------	-------	--------	-----------------------	------------------------

DEVICE #3	MAKE	MODEL	SERIAL	MONO START PAGE COUNT	COLOR START PAGE COUNT
-----------	------	-------	--------	-----------------------	------------------------

DEVICE #4	MAKE	MODEL	SERIAL	MONO START PAGE COUNT	COLOR START PAGE COUNT
-----------	------	-------	--------	-----------------------	------------------------

****If additional devices note here that Schedule A is attached for additional devices**

Genuine NEW HP supplies to be used:	☒
Compatible supplies to be used:	☐
Device(s) page collection for overage billing purposes if applicable shall occur:	<u>Quarterly</u>
Page collection shall be performed manually on-site by a NWPSI/dps qualified technician:	☒
Page collection shall be performed using remote access via software installed at customer site:	☐

Monthly base fee (billed in advance);	<u>\$80.00</u>
MONO pages included in monthly base:	<u>2352</u>
Quarterly overage fee for mono usage exceeding the included:	<u>0.017</u>
COLOR pages included in monthly base:	<u>571</u>
Quarterly overage fee for color usage exceeding the included:	<u>0.07</u>
SPECIAL NOTES/INSTRUCTIONS:	

APPROVED BY NWPSI/DPS:

NWPSI/DPS Authorized Date

CUSTOMER ACCEPTANCE:

Authorized Signature Date

Printed Name Title

TERMS AND CONDITIONS

1. This contract includes toner supplies, on site repair, and device parts replacement when needed. On-site service calls will be made during normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday (except holidays) and includes all parts and labor. Items such as paper, staples, or any other similar consumable supply items are not included. This contract also does not include shop overhauls, replacement of equipment or accessories, after hours service calls, coverage for abuse or misuse caused by customer neglect, cosmetic damages, cover plates, operation panels, cassettes, receiving trays, power interruptions, fire, flood, acts of nature coverage, or repairs made necessary by service performed by other than NWPSI/dps or its authorized representative. This contract also does not include coverage for device operation problems caused by the customer I.T network infrastructure. If service is required due to customers use of non-approved supplies, customer agrees to pay any additional service charges that may be incurred due to use of those inferior or foreign supply products. The rate for prearranged after hours emergency repair will be provided at \$200.00 per hour.
2. Conditions of Toner Plus Maintenance: All copy yields are predicated on an 8-1/2" x 11" sheet with 6% text coverage. NWPSI/dps shall have the option to charge the Buyer at the then established retail price for any excessive consumption of supplies used in the machine.
3. This contract is non-transferable by the customer and is automatically renewed for 12 months once the contract term has been exceeded unless the customer furnishes NWPSI/dps with written notification of cancellation thirty (30) days in advance of contract ending. This contract is non-refundable, and non cancellable by the customer. If NWPSI/dps breaches its obligations to maintain equipment as described under this agreement, Customer shall provide NWPSI/dps with written and dated notice of default. If NWPSI/dps does not cure default within 30 business days; Customer may terminate agreement without incurring additional penalties.
4. Maintenance prices are predicated on the requirement that each customer provide a Key Operator that will be responsible for designated duties in the operators manual and to insure that the proper supplies are being loaded correctly. Maintenance prices may be adjusted annually to the then NWPSI/dps prevailing rates. Annual rate increases (if any), will not exceed 8%.
5. The parties stipulate that the venue of any legal action brought to enforce or otherwise adjudicate any of the terms of this agreement shall be in the State of Oregon, ~~Washington~~ County. If a collection matter occurs, customer agrees to pay court costs and any reasonable attorneys fees. Interest will be charged at 1-1/2% per month after thirty (30) days on any unpaid balance. NWPSI/dps reserves the right to withhold service or cancel this Agreement if a customer's account is over sixty (60) days delinquent. Upon a cancellation; remaining contractual term fees will be rendered as due and invoiced for.
*Marion
6. No one is authorized to change, alter, or amend the terms or conditions of this Agreement unless agreed to in writing by both parties.
7. Preventative Maintenance service performed under this Agreement shall be performed at a time or times determined by NWPSI/dps and may be made at the same time as service calls.
8. If said supply/service agreement charges are not paid when due, NWPSI/dps may cancel this agreement immediately and use all reasonable means to repossess NWPSI/dps property; and in such case, Customer consents to NWPSI entering the Customer's premises during regular business hours.
9. If individual items of covered equipment cannot, in the servicing organization's opinion, be properly repaired due to excessive wear or deterioration, or if damage is caused by tools other than those specified in the manufacturer's user manual, or if the device is no longer supported by the manufacturer; the NWPSI/dps may withdraw the item(s) of equipment from coverage
10. LIMITATION OF LIABILITY. In no event shall NWPSI/dps be liable in contract, tort, or otherwise for incidental, consequential, special or indirect damages, including without limitation, lost business profits nor damage or destruction of data even if NWPSI/dps has been advised of same. Except as to personal injury, NWPSI/dps maximum liability shall be limited, in any event, to the actual direct damages incurred by Customer, which are caused solely by the acts or omissions of NWPSI/dps and are subject to a maximum liability of the greater of the amount paid for the Services performed under this Service Agreement (subject to a maximum of twelve (12) months duration) or \$10,000. Customer agrees to provide NWPSI/dps with prompt written notification as to the specifics of any claim for damages and to provide NWPSI/dps with a reasonable opportunity to investigate. No limitation to damages for personal injury is intended.
11. LIMITATION OF ACTIONS. No action, regardless of form or basis, arising out of transactions related to this Service Agreement or the services performed, or to be performed may be brought by either party more than 12 months after the cause of action has accrued, except that an action for nonpayment of services by customer that may be brought within two (2) years after the date of last payment.

Customer sign below in acceptance of the agreement terms and conditions. It is understood and agreed upon that NWPSI/dps will sign and deliver a copy to customer that may include newly added reasonable contemporaneous data such as the device(s) serial and contract number.

Signed: _____ Dated: _____

COUNCIL MEETING: October 15, 2018

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: Chris Eppley, City Manager

FROM: Tim Wood, Finance Director

SUBJECT: Authorization to enter into a five year agreement with Ricoh for the lease of a photocopier machine.

BACKGROUND: The City entered into a four year agreement with Ricoh in 2016 for a black and white photocopier machine for the Public Works shop however it has been identified that the Public Works shop needs the ability to print in color.

The City can trade in the existing photocopier machine and enter into a new lease for \$94.61 per month in comparison to the existing contract of \$67.38 per month. The incremental expense of \$27.23 is partially offset by a reduction in the cost per black and white copy.

FISCAL IMPACT: The photocopier will cost \$94.61 a month or \$1,135.32 a year. This expense is covered by existing budget appropriation.

RECOMMENDATION: Staff recommends the City Council authorize the Finance Director to enter into a five year agreement with Ricoh to lease a color photocopier machine.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2018-_____

4
5
6 AUTHORIZING THE CITY MANAGER TO ENTER INTO LEASE
7 AGREEMENT WITH RICOH USA INC FOR PUBLIC WORKS COPIER
8
9

10 WHEREAS, the City of Keizer has been utilizing a leasing program for copier machines for
11 the last few years;

12 WHEREAS, the four-year copier lease for Public Works was entered into in 2016 for a black
13 and white photocopy machine;

14 WHEREAS, the Public Works Department has determined that there is a need for the ability
15 to print in color;

16 WHEREAS, the City has determined procurement through the Oregon Cooperative
17 Procurement Program (ORCPP) provided the best price of \$94.61 per month from Ricoh USA Inc.;

18 WHEREAS, State of Oregon Contract No. 5566 authorizes ORCPP participants to use
19 Contract No. 3091 to lease copiers from Ricoh USA Inc. by issuance of a Purchase Order;

20 WHEREAS, the lease has been included in the approved 2018-2019 fiscal year budget and
21 will be included in upcoming fiscal year budgets until the termination date;

22 NOW, THEREFORE,

23 BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby
24 authorized to sign the Purchase Order for a five-year lease agreement with Ricoh USA Inc. as outlined
25 on the attached Purchase Order.
26
27

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

3 PASSED this _____ day of _____, 2018.

4
5 SIGNED this _____ day of _____, 2018.

6
7
8 _____
9 Mayor

10
11 _____
12 City Recorder



City of Keizer

P.O. Box 21000
Keizer, Oregon 97307-1000
Phone: 503-390-3700

Purchase Order
Number

Ricoh 10-15-18

TO
Ricoh USA Inc

70 Valley Stream Parkway
Malvern, PA 19355

SHIP TO/BILL TO
City of Keizer

930 Chemawa Rd NE
Keizer, OR 97303

PLEASE ENTER OUR ORDER FOR THE FOLLOWING:

THIS LEASE OR PURCHASE IS PLACED AGAINST THE NASPO VP MASTER AGREEMENT #3091. THE TERMS AND CONDITIONS OF THE PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF OREGON, #5566 APPLY TO THIS LEASE OR PURCHASE AND SUPERSEDE ALL ADDITIONAL OR CONFLICTING TERMS AND CONDITIONS, EXPRESSED OR IMPLIED.

1. Master Lease Agreement and Schedule
2. Maintenance Agreement
3. Contract
 - Operating Lease 60 months
 - Monthly Lease Price: \$94.61
 - Cost per copy rate: \$0.0082 Black, \$0.0610 Color
 - Itemized list of Hardware:
 - (1) Ricoh MP C2004EX
 - (1) Cabinet Type F
 - (1) Internal Shift Tray SH3070
 - (1) ESP XG-PCS-15D (120 Volt, 15 Amp)

Customer Contact: Tim Wood, 503-856-3413, woodt@keizer.org

Timothy E Wood

PURCHASING AGENT



MINUTES
KEIZER CITY COUNCIL
Monday, September 17, 2018
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
Kim Freeman, Councilor
Laura Reid, Councilor
Amy Ryan, Councilor (7:07)
Roland Herrera, Councilor
Anne Farris, Youth Councilor

Staff:

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

Absent:

Bruce Anderson, Councilor

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS
OF BUSINESS**

**a. Proclamation –
Constitution
Week**

Charlyne DeMonnin and Ruby Pantelone, representing the Oregon State Society of the Daughters of the American Revolution, shared information about their organization including scholarships, ROTC, and promoting patriotism, education and preservation of the past. They asked councilors to encourage the school board to have students participate in the American History essay contest. Mayor Clark read the proclamation.

**b. Making a Case
for Athletics –
Presentation by
Mike Maghan**

Mike Maghan, Keizer, shared a presentation about the Beacon Program, a sports fundraising effort based on the importance of athletics in schools. Following his presentation he fielded questions and provided additional information and clarification.

**c. RESOLUTION –
Authorizing City
Manager and
City Attorney to
Take Action to
Intervene in
Litigation**

Item added at the meeting.

City Attorney Shannon Johnson summarized his staff report.

Councilor Parsons moved to suspend the rules to discuss this issue.
Councilor Freeman seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Anderson (1)

**Involving
Injunction
Against
Discharge of
Firearms on
West Salem
Quarry Property**

Mr. Johnson fielded questions regarding estimated cost and time involved with participation in this lawsuit.

Councilor Parsons moved that the Keizer City Council adopt a Resolution Authorizing City Manager and City Attorney to Take Action to Intervene in Litigation Involving Injunction Against Discharge of Firearms on West Salem Quarry Property. Councilor Freeman seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Anderson (1)

**COMMITTEE
REPORTS**

Michael DeBlasi, Keizer, reported that the Planning Commission had approved amendments clarifying building design requirements and a process for approving development standard alternatives. This will provide greater consistency between the zones, align more with Keizer Station and eliminate redundancy.

Mr. DeBlasi also reported that the Traffic/Bikeways/Pedestrian Committee is continuing its efforts to secure a Safe Routes to School grant for Cummings and/or Kennedy Elementary School. He added that the committee discussed issues brought to them from various areas of the city, but decided that the perceived problems were similar to others throughout the city or were simply a matter of pedestrian perception so refrained from recommending any action to Council.

**PUBLIC
TESTIMONY**

Gary Blake, Rhonda Rich, Carol Doerfler and Shirley DeShon, Keizer, of the West Keizer Neighborhood Association, thanked Council for taking action regarding the shooting that is taking place at the west Salem quarry and provided additional information about the issue.

Martin Doerfler, Keizer, questioned the status of Spanish signage in area parks and suggested that Keizer implement a ban on use of plastic bags and put a solar farm in the field at Keizer Rapids Park.

Mayor Clark responded that the signage should be in place by next year, recycling in general will be discussed at the next Community Conversation, and the field will be planted with fescue soon.

PUBLIC HEARING

None

**ADMINISTRATIVE
ACTION**

**a. Waiver of
Community
Center Rental
Fee – The Keizer**

City Manager Chris Eppley summarized his staff report.

Councilor Parsons moved that the Keizer City Council approve a room waiver fee and the security cleaning deposit for the Keizer Chamber Foundation Leadership Series Training but charge for the event staff and require proof of insurance. Councilor Freeman seconded.

**Chamber
Foundation
Leadership
Series Training**

Discussion took place regarding the program being presented, the applicability of the program to the City volunteer committees, staffing costs and existing policies. Motion passed as follows:

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

NAYS: Ryan (1)

ABSTENTIONS: None (0)

ABSENT: Anderson (1)

Lengthy discussion followed regarding solidifying policies and the role of the Council. Mr. Johnson noted that this would be an agenda discussion item in an upcoming meeting with the intent that feedback from Council would help in the development of better policies.

**b. RESOLUTION –
Authorizing
Mayor to Send
Letter to Oregon
Legislature
Urging Action to
End Firearm
Discharges in
Proximity to
Urban Areas**

Mr. Johnson summarized his staff report.

Councilor Parsons moved that the Keizer City Council adopt a Resolution Authorizing Mayor to Send Letter to Oregon Legislature Urging Action to End Firearm Discharges in Proximity to Urban Areas. Councilor Freeman seconded.

Discussion followed regarding population density, crafting the verbiage narrowly to enhance the possibility of success, and state governance of waterways. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Anderson (1)

**CONSENT
CALENDAR**

- a. RESOLUTION – Authorizing Disposition of Surplus Property (Police Department Vehicles)
- b. RESOLUTION – Authorizing the City Manager to Award and Enter Into An Agreement with S-2 Contractors Inc. for Asphalt Pathway Upgrades and Resurfacing at Various Keizer Parks
- c. RESOLUTION – Authorizing the City Manager to Enter Into An Agreement with Salem Concrete Paving for Sports Courts at Claggett Creek Park and Northview Terrace Park
- d. RESOLUTION – Authorizing the Finance Director to Sign Agreement with AT&T Corp. for FirstNet Mobile Plan for Police Department
- e. Approval of August 27, 2018 Joint Work Session Minutes

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

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Anderson (1)

COUNCIL LIAISON REPORTS

Councilor Ryan reported on the Marion County Commissioners Breakfast, the Parks Tour and the 9-11 ceremony. She announced the Transit Center and Dearborn Bridge ribbon cutting ceremonies and the Dutch Bros Day fundraising event for Court Appointed Special Advocates.

Councilor Freeman echoed Councilor Ryan's comments on the 9-11 ceremony and reported on the Planning Commission, Stormwater and Traffic/Bikeways/Pedestrian Committees and West Keizer Neighborhood Association meetings, the Marion County Commissioners breakfast, and the Parks Tour. She also announced volunteer committee openings.

Councilor Reid reported on the Parks Tour and the Southeast Keizer Neighborhood Association, Keizer Heritage Foundation Board, Planning Commission, and Stormwater Advisory Committee meetings. She announced the upcoming Urban Steam Symposium, the Keizer Network of Women banquet (Percy event), and the next Chamber Community Conversation.

Councilor Parsons reported on the Parks Tour and the swearing-in of Lily Mae, the CASA K-9 therapy dog who will go to court with children to help them cope and the Salem Keizer Education Collaborative meeting. She announced the Gubser Neighborhood Association meeting and that volunteers will be helping paint play structures at the Keizer Rapids Park Big Toy.

Councilor Herrera reported on the Career Technical Education Center ribbon cutting, the Parks Tour, the Hispanic Heritage Week kick-off event, the Keizer United meeting and the recent McNary football game. He announced the upcoming C-Tech Advisory Board and Keizer Points of Interest meetings, League of Oregon Cities Conference, the candidates' forum and the community dinner.

Youth Councilor Anne Farris reported on various sports activities at McNary, noted that there was a level 3 lockdown recently, and that she will be actively recruiting youth liaisons for City committees.

Mayor Clark reported on the Strategic Economic Development Corporation luncheon, the Mid-Willamette Area Commission on Transportation meeting, the C-Tech and Taylor House ribbon cuttings, the JFK concert and the Keizer Community Library celebration. She announced the Cherriots and Dearborn Bridge ribbon cuttings, the Salem Keizer Area Transportation Study, Mid-Willamette Homeless Initiative Steering Committee and C-Tech Advisory Board meetings and the League of Oregon Cities Conference. She also reported that the City had received the CIS Safety Award and would be receiving it at the conference.

OTHER BUSINESS Chief Teague announced that people who are connected with the Keizer Police Department through Facebook, Twitter or Nextdoor, will receive a post from the PD called the '9pm Routine'. It is a reminder to secure your home for the night. Participants who share the post will be entered into a drawing to win a starter pack of home security devices.

Community Development Director Nate Brown announced that the deadline for applying for the grant for the 'Quiet Zone' has been extended. That work continues as well as work on other grant projects.

WRITTEN COMMUNICATIONS None

AGENDA INPUT **October 1, 2018, 7:00 pm** - City Council Regular Session
October 8, 2018, 5:45 pm - City Council Work Session (Rescheduled)
October 15, 2018, 7:00 pm - City Council Regular Session
October 29, 2018, 5:45 pm - City Council Work Session – Update on Housing and Homelessness

ADJOURNMENT Mayor Clark adjourned the meeting at 9:05 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 – Amy Ryan
_____	_____
Councilor #3 – Marlene Parsons	~ Absent ~
	Councilor #6 – Bruce Anderson

Minutes approved: _____

Written Communications/Testimony and Submitted Documents

Lyndon Kaitz, Publisher
KEIZER TIMES
142 Chemawa Rd. N
Keizer, OR 97303

Dear Publisher Kaitz:

I respectfully submit the following to the Letter to the Editor column of your newspaper, trusting you find it of interest.

WINTER COMING DOWN

The birds have taken their flight south, seeking the sun. The four-footed creatures have holed up with enough food to last the winter. We humans have brought out coats, sweaters and hats to keep us warm when the temperatures drop. All very good.

But what about the homeless men, women and children whose only home is the dirt of the earth or the hard cold concrete. What can our City of Keizer do for these homeless ones?

* I am glad I met, for the first time, our Mayor of Keizer, Cathy Clark. I met her at the Fifty Year Celebration of Simonka Place for homeless women and children, located on River Rd, Keizer.

I observed many things about our major as we followed our Simonka tour guide through the halls. She didn't come for a piece of cake or to give a speech. It was evident that she came to access any need for this building where many women find new meaning for their lives.

Mayor Clark is dedicated to helping the homeless, I was told by more than one person. Since her compassion reaches to the homeless, it is to be reckoned that it covers all the citizens of the county she serves. I hope that Mayor Clark's humble leadership, along with the cooperation of all the citizens, will put Keizer on top for worthwhile achievements.

Genie Sessums

Genie Sessums
1125 McGee Court
Keizer, OR
Ph. 503 510 0613

Dear Mayor Clark,
I mailed this letter to the Keizer Times in hopes they would publish it. I want you to have a copy, even so. God Bless you -

Sincerely,
Genie Sessums

10-15-18

Shelaswau CRIER

for Marion County Commissioner



Building Community Together

Our Community Deserves

- **More Affordable Housing** improving life for working families, seniors, and young people, and reducing homelessness
- **Improved Health Care** especially mental health, addiction services, and health education
- **Living Wage Jobs** with good benefits and working conditions

“Marion County needs a Commissioner who shares our values and who will devote her full time and attention to the job of making our county a better place to live for all residents.”

— Shelaswau Crier

Shelaswau CRIER

for Marion County Commissioner

An accomplished teacher, community advocate, parent, and a vibrant leader with fresh ideas and the energy to get the job done.

Building Community Together

People directly affected by government policies must have a strong voice in designing those policies, along with those who serve them in the trenches on a daily basis. They help create effective *common-sense solutions* to challenging problems.

Shares Our Values

- Respect and love for all people
- Protecting the vulnerable
- Valuing the workers who create our wealth
- Supporting working families

Visit our website: VoteCRIER.org
Facebook.com/VoteCRIER
VoteCRIER@gmail.com

Paid for and authorized by Friends of Shelaswau Crier
187 High St. NE, Salem OR 97302 (971)343-1118

McNARY MENTORS NEEDED...

*Rochelle Farris
handout
10-15-19*

For Students Just Like These!



What does a McNary Mentor do?

- Meet with students and encourage their interests
- Explore careers, schools, and scholarship opportunities
- Proofread applications and essays
- Keep students focused and on a timeline
- Help students navigate college, financial aid & Oregon Promise applications

*Trainings at McNary High School in the College and Career Center
Wednesday, October 24 - 11:15 AM - 12:45 PM OR Thursday, October 25 - 6:30PM - 8:00 PM*

**Volunteers must attend a mentor training to begin meeting with students.*

CONTACT:

Rochelle Farris, in the McNary College and Career Center for additional information about the Mentor Program at farris_rochelle@salkeiz.k12.or.us
Or for additional training date options contact:
Valerie Steele 503-364-2933 or valerie@skeducationfoundation.org



Additional Scheduled McNary Mentor Trainings

Thursday, January 10 - 11:15 AM - 12:45 PM

Thursday, March 7 - 11:15 AM - 12:45 PM

****For additional training dates contact*

Valerie Steele at Salem Keizer Education Foundation

Email: valerie@skeducationfounation.org -OR- 503-364-2933

McNary Mentor Scheduled Volunteer Opportunities

When: Most Tuesdays and Wednesdays

Times: 7:30 AM - 9:00 AM and 11:15 AM - 2:00 PM

November

Wednesday, November 7

Tuesday, November 13

Wednesday, November 14

Tuesday, November 27

Wednesday, November 28

December

Tuesday, December 4

Wednesday, December 5

Tuesday, December 11 (only 7:30 AM)

Wednesday, December 12

Tuesday, December 18

Wednesday, December 19

January

Tuesday, January 8

Wednesday, January 9

Tuesday, January 15

Wednesday, January 16

Finals week

Tuesday, January 29

February

Tuesday, February 5

Wednesday, February 6

Tuesday, February 12

Wednesday, February 13

Tuesday, February 19

Wednesday, February 20

Tuesday, February 26

Wednesday, February 27

March

Tuesday, March 5

Wednesday March 6

Tuesday, March 12

Wednesday March 13

Tuesday, March 19

Wednesday March 20

SPRING BREAK

April

Tuesday, April 2

Wednesday, April 3

Tuesday, April 9 (only 7:30 AM)

Wednesday, April 10

Tuesday, April 16

Wednesday, April 17

Tuesday, April 23

Wednesday, April 24

Tuesday April 30

May

Wednesday, May 1

Tuesday, May 7

Wednesday, May 8

Tuesday, May 14

Wednesday, May 15

Tuesday, May 21

Wednesday, May 22



October 8, 2018

Dear Marion County Candidate:

The National Association for the Advancement of Colored People (NAACP) Salem/Keizer Branch-1166 is hosting our 10th Annual Freedom Fund Banquet. Our theme this year is Defeat Hate. Vote. We are hoping that you and your staff and family will join us at this event **5:30pm, Saturday October 20, 2018, at the Salem Convention Center, Salem, Oregon.** While we do not endorse specific candidates, we do plan to acknowledge those who attend.

Now more than ever, the NAACP stands to address issues that affect people of color, people with disabilities, women and men, and people with social and economic issues across the nation. Through advocacy and policy development at the local, state and federal level, the NAACP continues "Pursuing Liberty, Peace, Justice and Equality" for pertinent legal, educational, health, housing, and employment excellence in communities across Salem and Keizer.

Founded in 1909, the NAACP is the nation's oldest and largest civil rights organization in America. Its half-million adult and youth members throughout the United States and the world are premier advocates for civil rights and justice in communities, conducting voter registration, mobilization, and monitoring for equal opportunity in the public and private sectors.

Locally, we are working to create a thriving community that values all people, their cultures, customs, traditions, families and the future leaders of tomorrow. We are energizing people, community organizations, businesses, parents, and students and soliciting involvement in our community and to excite residents to get involved and do their best to make this Oregon a greater place to live. We have listed some of our recent successes on the reverse of this letter.

We are asking for your support in a variety of ways. We invite you to host a table for your staff and friends. A full table of 8 is \$640.00, a half table of 4 is \$320.00 are the discounted. Individual tickets cost \$100.00 each.

Seat reservations can be purchased online at our website: <http://sknaacp1166.org>. Your separate contribution of any amount will be greatly appreciated for the continuing development of our youth focused activities. With an additional contribution we will place your organizations logo/ company name in our student program books as sponsors of the 2019 Youth Leadership Conference at Western Oregon University.

Thank you in advance for your kind consideration.

Sincerely,

Benny C. Williams

Benny C. Williams, President

*For Tax purposes The NAACP Salem Keizer Branch is a 501.c.(4) non-profit organization, **NOT ELIGIBLE** for standard deduction.*

Some of our local recent successes in 2018!

- *Continuing scholarship awards through Western Oregon University. 2 per year.*
- *7 new collegiate scholarships awarded for the current academic year*
- *A larger-than-ever African-American Youth Leadership Conference held in May at Corbin University*
- *New scholarship and program opportunities offered through Chemeketa Community College for students of color.*
- *Partnership with the Salem-Keizer School District to sponsor parent nights focused on the particular issues facing students of color*
- *A new, energized youth chapter organization within the branch*
- *Co-sponsoring of a recognition event with the Salem-Keizer School District to recognize advancements and new hires of leaders of color*
- *Continued work with the Salem Keizer School District to encourage additional hiring of teachers and other leaders who belong to underrepresented populations*
- *Revamping of our communications efforts including a very active Facebook presence*
- *Co-sponsoring of a hugely successful Martin Luther King, Jr. day event.*
- *Presence at World Beat and a Juneteenth Celebration at Waterfront Park*
- *Expanded work by our political action group in lobbying at the capitol*
- *Substantial investigations by the legal redress committee in response to community complaints*

Bring Back Sustainable Commercial Air Service to Salem

It has been over 10 years since Salem has had regular commercial air service
and Salem is in a prime position to bring it back.

SLE

- 5,811-foot runway with full ILS.
- Can handle 737 jets
- Air traffic control tower
- GPS navigational capabilities. Garmin Industries is located at the Salem Airport
- Part 139 certified (Category 4 w/ ability to move to Cat. 3)
- ARFF Index B
- Finalized security plan and TSA federalized
- **Terminal Expansion:** The Salem Airport expanded and remodeled its passenger terminal. The Passenger terminal was doubled in size in 2011 to 13,600 Sq.

2nd Largest City in Oregon, 167,419.

Neighboring city Keizer has 38,980

Total of Salem/Keizer is 206,399

420,200 Marion & Polk Counties
(Salem MSA)

Over 530,000 people live within a 25 mile
radius of Salem.

Another 100,000 people are expected in
the next 15 –20 years

A thriving economy including:

- Amazon locating in Salem
bringing 1000 new jobs
- A building boom in downtown Salem
- A consistently booked convention center
- A almost full Mill Creek Corporate Center
- Salem Hospital Expansion
- A Tourism Destination

Oregon State Capital

6 area colleges and universities

Several national and international employers



Salem Catchment area has 579,000 people
90% live closer to Salem than other airports

It can work: When Delta/SkyWest was in Salem, it was their most successful start up and was considering adding Seattle before the economy crashed in 2008. Over 33,000 enplanements occurred in 15 months, achieving an average 64% load factor with strong summer peaks.



Consider the costs of flying from PDX

\$24.00 per day to park (Possible free parking in Salem)

\$72.15 for round trip mileage reimbursement

Additional costs for overnight hotel stays

Over 3 hours (and usually more) of lost productivity and
additional stress of navigating Interstates 5 and 205

Proposed tolling on Interstate 5

Passenger Statistics

Salem generates over 1.1 Million Origin & Destination passengers annually
(93% through PDX, 5% through EUG and 2% through SEA)

More than 1/3 of passengers destined for west coast locations

Los Angeles Ares is the top destination with 163,000 passengers annually

Las Vegas 2nd rank location at over 82,000 passengers annually

San Francisco is 3rd and Phoenix is 4th.

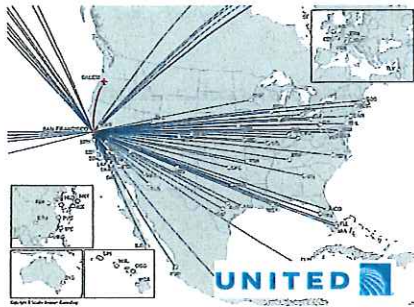
Several day trips occur between Seattle on Salem using I-5.

**Service to Seattle and
San Francisco are the best choices.
Denver is a third.**



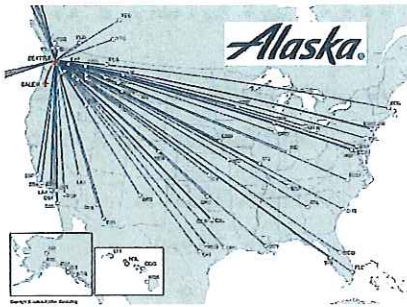
The possibilities are endless with connections to either Seattle, San Francisco or Denver

San Francisco



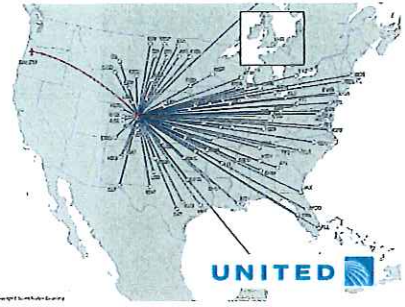
76 one-stop cities + partners
6.7% capture—flights 85%

Seattle

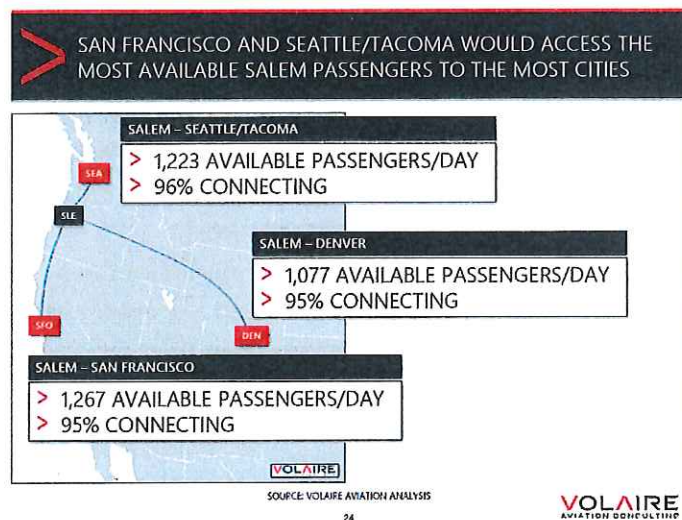


72 one-stop cities + partners
10.5% capture -fill flights 85%

Denver



89 one stop cities + partners
7.9% capture -fill flights 85%



What will it take?

It takes a significant amount of resources for an airline to begin service to a new location. Even though we think Salem has the ability to support service, airlines will want some “skin in the game” from a city to off set any potential losses. For Salem to seriously be considered, we want to create a risk mitigation target of \$1.7 to \$2.0 Million. This would be though a combination of local funding and a Small Community Air Service Development Grant.

Timeline

- Summer 2018: Develop Local Funding
- Fall 2018: Airline Meetings
- Fall 2018: Submit Small Community Air Service Development Grant
- Winter 2018/19: Additional Airline Meetings
- Earliest potential start date: Late 2019/2020

It will take broad community support to attract an airline and support the service once it arrives in Salem.

Are you on board?