

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

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION
Monday, March 4, 2019
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **SPECIAL ORDERS OF BUSINESS**
 - a. Career Technical Education Center Student Spotlight
 - b. Greater Gubser Neighborhood Association Report

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. 2019 Keizer Liquor License Renewals
 - b. **RESOLUTION** – Exemption of the Brand Name Specification Purchase of Goods From Competitive Bidding and Purchasing Brand Name Specification Materials From Springbrook Holding Co. LLC

8. **ADMINISTRATIVE ACTION**

9. **CONSENT CALENDAR**
 - a. **RESOLUTION** – Authorizing The City Manager to Enter Into Community Center Use Agreement and Addendum with Lakepoint Community Church

b. Approval of February 11, 2019 Work Session Minutes

c. Approval of February 19, 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**

March 11, 2019

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

March 18, 2019

7:00 p.m. – City Council Meeting

April 1, 2019

7:00 p.m. – City Council Meeting

April 8, 2019

5:45 p.m. – City Council Work 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.

CITY COUNCIL MEETING: March 4, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

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

SUBJECT: CAREER TECHNICAL EDUCATION CENTER STUDENT SPOTLIGHT

ISSUE:

The Career Technical Education Center (CTEC), in partnership with the Salem-Keizer School District prepares students for high-skill, high-wage, high demand careers while developing the skills, technical knowledge, academic foundation and real-world experience to assure their success upon graduation. Mayor Clark and Councilor Herrera serve on an advisory board at the Center. The City is excited to recognize another CTEC student for amazing work and celebrate their learning success.

Tonight's CTEC student is Emely Medina. Josh Barnett, Cosmetology Teacher submitted the following testimonial:

Since Emely has joined our program, she has been stellar. Even though Emely was well behind her fellow classmates because she came into the program long after we expected anyone to join us, she not only managed to catch up, but has surpassed our expectations for someone coming into the game so late. She is an outstanding student, has a strong work ethic, and is well on her way to success in whatever career she chooses to pursue after high school.

CITY COUNCIL MEETING: March 4, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

**SUBJECT: GREATER GUBSER NEIGHBORHOOD ASSOCIATION ANNUAL
REPORT**

BACKGROUND:

In June, 1993 the City Council adopted Ordinance 93-257 outlining the purpose and guidelines for recognition of neighborhood associations. The Ordinance states in order to maintain recognition, the neighborhood association shall make an annual report to the City Council. The report may be submitted in writing or made orally at a City Council meeting.

Greater Gubser Neighborhood Association President Suzanne McConnell will be in attendance to present the annual report.

RECOMMENDATION:

It is recommended the Council accept the report and by motion extend recognition to the Greater Gubser Neighborhood Association for an additional year.

CITY COUNCIL MEETING: March 4, 2019

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: 2019 LIQUOR LICENSE RENEWALS

- ◆ 7-Eleven Store #2362-17727G(south)
- ◆ 7-Eleven Store #2362-17762C(north)
- ◆ Abby's Pizza
- ◆ AJ's Hideaway Bar and Grill
- ◆ All Stars Sports Grill
- ◆ B&S Market
- ◆ Bi Mart #624
- ◆ Café Yum
- ◆ Casamigo's Mexican Restaurant
- ◆ Chen's Dynasty
- ◆ Cherry Ave Market and Deli
- ◆ Cherry's Nagani
- ◆ Chipotle Mexican Grill
- ◆ Coopers Deli & Pub
- ◆ Cost Plus World Market
- ◆ Delaney Madison Grill
- ◆ El Patron
- ◆ Elks Lodge #2472
- ◆ Good Times 1
- ◆ Growl Movement
- ◆ Gustav's Bargarten Keizer
- ◆ Gyro Stop
- ◆ JC's Pizzeria
- ◆ John's Chinese Restaurant
- ◆ Keizer Food Market
- ◆ Keizer Liquor Store
- ◆ Keizer Mart
- ◆ Keizer Shell Food Mart
- ◆ Keizer Sub Shop
- ◆ Kolby's Restaurant Bar & Billiards
- ◆ La Hacienda Real
- ◆ Los Dos Hermanos
- ◆ Love of the Game
- ◆ Mario's Bar
- ◆ Mariscos La Sirenita
- ◆ McNary Restaurant
- ◆ Mommy and Maddi's
- ◆ Nancy's Burgers and Fries
- ◆ Neighborhood Market #7
- ◆ Neighborhood Mini Mart
- ◆ Ocean Sushi & Teriyaki
- ◆ Odd Moe's Pizza
- ◆ Outback Steak House
- ◆ Pats 1 Cigs
- ◆ Pho Keizer
- ◆ Plaza Morelia
- ◆ Red Ginger Restaurant
- ◆ Ringo's Tavern
- ◆ Rite Aid #5364
- ◆ Round Table Pizza #964
- ◆ Royal Pub
- ◆ Safeway Store #1516
- ◆ Shari's of Keizer
- ◆ Smoker Friendly #2
- ◆ Smoker Friendly #3
- ◆ Sweet Home Thai Cuisine
- ◆ Target Store #2110
- ◆ Tequila Nights Bar and Grill
- ◆ Teriyaki Town and Sushi
- ◆ Thai Lotus
- ◆ The Pour House Saloon
- ◆ Town and Country Lanes Inc
- ◆ US Market #125
- ◆ Walgreens #04230
- ◆ Waremart by Winco

BACKGROUND:

Each year the Oregon Liquor Control Commission requires liquor establishments to renew their license to sell alcoholic beverages. The City of Keizer adopted an Ordinance which declares business owners shall have the responsibility to contribute to, rather than jeopardize the well being of the community and the liquor licensee should promote, sell and serve alcoholic beverages in a responsible manner which minimizes the risks associated with its use. The Ordinance outlines guidelines for annual review of each of the liquor establishments within the City.

ISSUE:

Following the guidelines as outlined in the Ordinance, notice of public hearing was published in the Keizertimes asking for objections to the license renewals. No responses were received by the writing of this report.

The Keizer Police Department has reviewed the 2018 calls for service at each of the establishments and has no reason to recommend denial of the liquor license renewals for the above listed establishments. Their report is attached.

The Keizer Community Development Department also had an opportunity to comment on zoning issues for each of these establishments. There were no zoning violations noted.

RECOMMENDATION:

It is recommended the Keizer City Council open the public hearing, receive testimony, and close the public hearing. It is further recommended the Council vote to recommend renewal of the listed liquor licenses and forward this recommendation to the Oregon Liquor Control Commission.



KEIZER POLICE DEPARTMENT

930 Chemawa Rd NE • PO Box 21000 • Keizer OR 97307
www.keizer.org • Phone 503-390-3713 • Fax 503-390-8295

COUNCIL MEETING: March 04, 2019
AGENDA ITEM NUMBER: _____

TO: Mayor Clark and City Council Members
THRU: Chris Eppley, City Manager
FROM: John Teague, Chief of Police 
Paula Collins, Support Services Supervisor
SUBJECT: Liquor License Renewals for 2019
DATE: February 26, 2019

ISSUE:

Shall the City Council approve the renewal of the liquor licenses for businesses which sell and/or serve alcoholic beverages within the City of Keizer?

BACKGROUND:

Under the direction of the chief of police, the support services supervisor conducted a review of police calls for service at the establishments that sell and/or serve alcohol in the City of Keizer for calendar year 2018. Using the guidelines set forth in City Ordinance 2010-623, it was determined that none of the establishments reviewed were found to be in violation of the ordinance in that there was no history of serious or persistent problems detected.

RECOMMENDATION:

The Keizer Police Department has no reason to recommend denial of the liquor license renewals for the establishments which sell and/or serve alcoholic beverages within the City of Keizer.

JOT/pfc

CITY COUNCIL MEETING: March 4, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: RESOLUTION EXEMPTING BRAND NAME
SPECIFICATIONS PURCHASE OF GOODS FROM
COMPETITIVE BIDDING**

This matter is before the Council tonight for public hearing pursuant to Ordinance No. 2005-519. Staff is recommending that brand name specification materials be purchased from Springbrook Holding Co. LLC.

The City currently uses an outside vendor to allow customers to pay online. Such outside vendor's software does not interface with the current City's accounting system provided by Springbrook Holding Co. LLC. Springbrook Holding Co. LLC provides an additional software that interfaces with the accounting system used by the City. Purchasing of this software will provide better customer service to the citizens of Keizer as well as make better use of staff's time.

In order to purchase the CivicPay Online program from Springbrook Holding Co. LLC, the Council as the local contract review board for the City of Keizer must adopt findings and exemption of the purchase from the competitive bidding process pursuant to Ordinance No. 2005-519. I have attached a Resolution to accomplish the required action for your review.

RECOMMENDATION:

Open the public hearing and take testimony. Close the public hearing and if you have no further questions, adopt the attached Resolution Exemption of the Brand Name Specification Purchase of Goods from Competitive Bidding and Purchasing Brand Name Specification Materials from Springbrook Holding Co. LLC.

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 R2019-_____

4
5
6 EXEMPTION OF THE BRAND NAME SPECIFICATION
7 PURCHASE OF GOODS FROM COMPETITIVE BIDDING
8 AND PURCHASING BRAND NAME SPECIFICATION
9 MATERIALS FROM SPRINGBROOK HOLDING CO. LLC

10
11
12 WHEREAS, City's current vendor for online payments does not interface with
13 the City's accounting system provided by Springbrook Holding Co. LLC
14 ("Springbrook");

15 WHEREAS, it has been determined that better service to the public and more
16 efficient use of City staff would be attained by switching the online payment services
17 to Springbrook's CivicPay Online program;

18 WHEREAS, as local contract review board for the City of Keizer, the City
19 Council desires to exempt from competition and authorize the purchase of brand name
20 specification materials;

21 WHEREAS, notice of public hearing on the proposed exemption of competitive
22 public bidding requirements (brand name specification – AddOn Item for Springbrook
23 Accounting System) was published as required by Ordinance No. 2005-519;

24 WHEREAS, a public hearing was held to take comments on the findings for an
25 exemption of the purchase of brand name specification goods from Springbrook;

26 NOW, THEREFORE,

1 BE IT RESOLVED by the City Council of the City of Keizer that the City of
2 Keizer makes the following findings:

3 1. The nature of the contract for which special exemption is requested is
4 the purchase of brand name specification goods from Springbrook.

5 2. The Springbrook Accounting System does not interface with other
6 vendors for online payments by customers of the City. For better customer service,
7 changing to the CivicPay Online program from Springbrook is required. The estimated
8 contract price for the CivicPay Online program from Springbrook is a setup fee of
9 approximately \$10,950.00 and a yearly fee of approximately \$4,300.00

10 3. Purchasing CivicPay Online program from Springbrook will provide
11 customers with easier access to their accounts and will use less staff time. When staff
12 time is saved in one process, the time can be expended in other areas which is beneficial
13 to the citizens of Keizer. These reasons support a performance of public benefit.

14 4. It is unlikely that the exemption from the competitive bidding process
15 for the purchase of CivicPay Online program from Springbrook will encourage
16 favoritism in the awarding of the bid or substantially diminish competition for public
17 bidding, as this is a rare and unique circumstance and the number of suppliers for
18 these materials is extremely limited and because outside vendors do not interface
19 with the Springbrook Accounting System.

20

1 5. The proposal is to have this purchase be exempt from alternative
2 contracting methods.

3 6. It is necessary to order the goods described herein as soon as possible
4 to allow installation and a trial period to be completed in a timely manner. The
5 estimated date by which it would be necessary to let the contract in this case is
6 March 25, 2019 which allows approximately eight weeks to put the system in place
7 before the projected June 1, 2019 date.

8 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
9 the Council approves the findings set forth above.

10 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
11 the purchase of the CivicPay Online program from Springbrook is exempt from
12 competitive bidding requirements based upon the findings set forth herein.

13 BE IT FURTHER RESOLVED that the City Manager of the City of Keizer is
14 authorized to enter into the orders attached hereto to purchase the CivicPay Online
15 program from Springbrook.

16 ///

17 ///

18 ///

19 ///

20

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

3 PASSED this _____ day of _____, 2019.

4

5 SIGNED this _____ day of _____, 2019.

6

7

8

9

Mayor

10

11

12

City Recorder

SPRINGBROOK MASTER LICENSE AGREEMENT

This Master License Agreement ("MLA") is entered into by and between Springbrook Holding Company, LLC, a Delaware corporation with a principal place of business at 1000 SW Broadway, Suite 1900 Portland, Oregon 97205 ("Springbrook") and Customer identified on the Order ("Customer").

Purchase or use of the Software (defined below) is subject to this Springbrook On-Premise Software License & Support Agreement (this "Agreement"). This Agreement shall become effective as of the last date of signature (the "Effective Date").

1. Software License

- 1.1. License Grant. The Springbrook software products ("Software") purchased by Customer under this Agreement, as listed in Customer's order form or a master agreement to which this Agreement is incorporated, are protected under the laws of the United States and the individual states and by international treaty provisions. Springbrook retains full ownership in the Springbrook Software and grants to Customer a nonexclusive, nontransferable, non-sublicensable right and license to use the Software for internal business purposes only and for the quantity of units as designated in the ordering document(s) use to purchase the Software ("Order Form"). Each Order Form will form part of this Agreement. The Software will be delivered or made available to Customer for electronic download from Springbrook's File Transfer Protocol ("FTP") site. For purposes hereof, the "License Term" begins on the date Springbrook delivers the Software license keys to the Customer and extends for the period specified in the applicable Order Form (unless earlier terminated in accordance with this Agreement). Customer is liable to Springbrook for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.
- 1.2. Restrictions on Use. Except as otherwise expressly provided in this Agreement, Customer shall not (and shall not permit any third party to):
- (a) sublicense, sell, resell, transfer, assign, distribute, share, lease, make any external commercial use of, outsource, use on a timeshare or service bureau basis, or use in an application service provider or managed service provider environment, or otherwise generate income from software;
 - (b) obscure, alter, or remove any confidentiality or proprietary rights notices contained in the Software or any documentation related thereto;
 - (c) cause the decompiling, disassembly, or reverse engineering of any portion of the Software, or attempt to discover any source code or other operational mechanisms of the Software (except where such restriction is expressly prohibited by law without the possibility of waiver, and then only upon prior written notice to Springbrook);
 - (d) modify, adapt, translate or create derivative works based on all or any part of the Software;
 - (e) use any third-party software provided with the Software other than the Software;
 - (f) modify any proprietary rights notices that appear in the Software or components thereof;
 - (g) use any Software in violation of any applicable laws and regulations; or
 - (h) use the Software to (1) store, download or transmit infringing, libelous, or otherwise unlawful or tortious material, or malicious code or malware, or (2) engage in phishing,

spamming, denial-of-service attacks or other fraudulent or criminal activity, (3) interfere with or disrupt the integrity or performance of third party systems, or the Software or data contained therein, or (4) attempt to gain unauthorized access to the Software.

- 1.3. **Proprietary Rights** Springbrook shall retain all intellectual property rights in and to the Software and Documentation, and any improvements, design contributions, updates, or derivative works thereto, and any knowledge or processes related thereto and/or provided hereunder. Customer acknowledges that the rights granted under this Agreement, as they pertain to Maintenance and Support and to the Software license, do not provide Customer with title to or ownership of the Software.
- 1.4. The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has named user licenses. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Springbrook may audit Customer's use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds its licensed allowance, Customer agrees to pay all costs of its overuse, retroactive to the date of non-compliance, based on Springbrook's (or its authorized partner's) then-current pricing. Any assessed costs for overuse will be due and payable by Customer upon assessment. Customer agrees that Springbrook's assessment of overuse costs pursuant to this section is not a waiver by Springbrook of any other remedies available to Springbrook in law and equity for Customer's unlicensed use of the Software.
- 1.5. Customer may choose to obtain products and services that are provided or supported by third parties ("Third-Party Services") for use with the Software. Third-Party Services are provided pursuant to the terms of the applicable third-party license or separate agreement between the licensor of the Third-Party Services and Customer, and Springbrook assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third Party Services.

2. Maintenance and Support. "**Support**" is defined as Springbrook's obligations to respond to support requests as described in Exhibit A. "**Maintenance**" is defined as Springbrook's obligations related to error resolution, bug fixes, and the provision of Software updates and upgrades made generally commercially available to Springbrook in its sole discretion, as all described in Exhibit A ("**Update**"). All updates will be delivered or made available to Customer for electronic download from Springbrook's FTP site or via such other delivery method as agreed to by the Parties in writing. Subject to the Customer's payment of the fees set forth in the applicable Order Form(s), Springbrook will provide Maintenance and Support for the Software. For time-limited licenses of the Software (as set forth in the Order Form, "**Term License**"), the fees for Maintenance and Support are included in the fees for the Software. For Perpetual licenses, (i) Springbrook shall invoice Customer the applicable fees for Maintenance and Support ("**Maintenance and Support Fees**") upon execution of the Order Form, and (ii) subject to payment of the Maintenance and Support Fees, Springbrook will provide Support for the Maintenance and Support period set forth in the Order Form, as it may be renewed (the "**Maintenance and Support Term**"). If Maintenance and Support terminates with respect to any perpetual licenses and the Customer is in good standing under this Agreement, the Customer may reinstate Maintenance and Support on payment of the cumulative Maintenance and Support Fees applicable for the period during which Maintenance and Support lapsed,

plus Maintenance and Support Fees for the reinstated Maintenance and Support Term. Notwithstanding anything herein to the contrary, if Customer receives Support from an authorized partner of Springbrook ("Partner"), then the support terms agreed upon by Customer and such Partner shall govern in lieu of those set forth in Exhibit A, and Springbrook shall have no support obligations to Customer.

2.1. Support Commitment. Springbrook will commence and complete the Support Services described in this Agreement in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Springbrook's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications, available at <https://accela.box.com/v/sprbrk-software-specs> (which URL and content may be updated by Springbrook from time to time) ("Specifications"). Springbrook may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, Customer's exclusive remedy will be repair or replacement, as determined by Springbrook

2.2. Additional Costs. Among other things, Springbrook will bill Customer on an hourly basis for the following services;

- (a) Support or Maintenance in cases where repeated operator-produced error by the same user continues to occur despite notification to Customer;
- (b) Support and Maintenance services associated with applications not purchased by Customer from Springbrook, as documented in an appropriate Order Form or Statement of Work;
- (c) Support and maintenance services outside the scope of this Agreement;
- (d) Support and maintenance services necessitated by Customer's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Software and compliance with local, state and federal regulations and auditors requirements;
- (e) Support and Maintenance associated with Customer's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Products;
- (f) Costs associated with Customer's creation or modification of data in Springbrook's database except through the appropriate use of Springbrook Software;
- (g) Costs associated with Customer's own actions to integrate Springbrook Software with applications or services not purchased from Springbrook;
- (h) Costs associated with Customer's failure to meet the terms and conditions of Section 2 of this Agreement;
- (i) Costs associated with additional labor or out of pocket expenses incurred while providing support to Customer in cases where Springbrook has requested but Customer has denied remote access into a user workstation or the server housing Springbrook's Software; and
- (j) Labor and travel costs associated with providing on-site for services covered by this Agreement.

3. Payment Terms

3.1. Pricing. Customer will be invoiced for those amounts and at those prices set forth in an Order Form (an "Invoice"). Fees do not include any customization of the Software (nor support for any such customizations, unless otherwise agreed in writing). If Customer's usage of the Software is in excess of those amounts set forth in the Order Form, Customer may be billed for those overages. Customer acknowledges that purchases under this Agreement are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Springbrook regarding future functionality or features.

3.2. Payments. Customer shall pay Invoices within thirty (30) days of the invoice date (the "Invoice Due Date"). All payment obligations are non-cancelable and all amounts paid are non-refundable, except for amounts paid in error that are not actually due under this Agreement. The fees paid by Customer are exclusive of all taxes, levies, or duties imposed by taxing authorities, if any, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding taxes based on Springbrook's income. Springbrook shall have no responsibility for any Invoices that are not received due to inaccurate or missing information provided by Customer. Customer shall pay interest on all payments not received by the Invoice Due Date at a rate of one and a half percent (1.5%) per month or the maximum amount allowed by law, whichever is lesser. All amounts due under this Agreement shall be paid by Customer in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If requested by Springbrook, Customer will obtain and furnish to Springbrook tax receipts or other certificates issued by the competent taxation office showing the payments of the withholding tax within a reasonable time after payment. Following notice, Springbrook shall be entitled to suspend Customer's access to the Software if payments are not received within thirty (30) days of the Invoice Due Date. Maintenance and Support Fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Maintenance and Support Fees ("Standard Annual Price Increase"). Notwithstanding anything herein to the contrary, if Customer makes its payments pursuant to this Agreement to a Partner, then the payment terms agreed by Customer and such Partner shall govern to the extent anything in this Section 3 conflicts with such Partner payment terms.

4. Confidentiality

4.1. Definitions. "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information.

4.2. Notwithstanding the foregoing, the following specific classes of information are not "Confidential Information" within the meaning of this Section: (a) information which is in Recipient's possession prior to disclosure by Disclosing Party; (b) information which is available to Recipient from a third party without violation of this MLA or Disclosing Party's intellectual property rights; (c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; (d) information which is subpoenaed by governmental or judicial authority; and (e) information subject to disclosure pursuant to a state's public records laws.

4.3. Confidentiality Term. The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this MLA ("Confidentiality Term").

4.4. Confidentiality Obligations. During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

4.5. Equitable Relief. The Receiving Party acknowledges that unauthorized disclosure of the Disclosing Party's Confidential Information could cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or equity

4.6. Publicity. During the term of this MLA, including the term of any amendment hereto, Springbrook may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Springbrook product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Springbrook web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Springbrook's products or services without Customer's prior written authorization.

5. Term and Termination

5.1. Term. The term of this Agreement begins on the Effective Date and will remain in effect until all Term Licenses (and Maintenance and Support Terms, if applicable) expire or until this Agreement is otherwise terminated in accordance with the terms hereof, whichever occurs first (the "Term"). This Agreement may be renewed at any time by execution of an Order Form referencing this Agreement, and any such renewal will be deemed part of the "Term" hereunder.

5.2. Termination. Springbrook or Customer may terminate if the other party materially breaches this Agreement and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Springbrook may immediately terminate this Agreement and/or Customer's license to the Software upon Customer's breach of Section 1.2. Either party may also terminate this Agreement upon written notice if the other party suspends payment of its debts or experiences any other insolvency or bankruptcy-type event.

5.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, (i) with respect to Term Licenses, all rights granted to Customer shall terminate and Customer shall destroy any copies of the Software and related documents within Customer's possession and control; (ii) with respect to perpetual licenses, these will survive termination of this Agreement unless Springbrook terminates the Agreement for Customer's breach of this Agreement in which case all rights granted to Customer shall

terminate and Customer shall destroy any copies of the Software and related documents within Customer's possession and control; and (iii) each Receiving Party will return or destroy, at the Disclosing Party's option, the Disclosing Party's Confidential Information in the Receiving Party's possession or control.

5.4. Springbrook may terminate this Agreement in the event the Software and/or is phased out across Springbrook's customer base. In such event, Springbrook will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Springbrook generally-available offering with comparable functionality.

5.5. Survival. All fees that have accrued as of such expiration or termination, and Sections 1, 2, 3, 4, 5, 6.3, 7, and 8, will survive any expiration or termination hereof.

6. Warranties

6.1. Limited Warranty. Springbrook warrants that during the first thirty (30) days following the date the Software is purchased, the Software will, in all material respects, conform to the functionality described in the then-current Specifications for the applicable Software version. Springbrook's sole and exclusive obligation, and Customer's sole and exclusive remedy, for a breach of this warranty shall be that Springbrook shall be required to use commercially reasonable efforts to repair or replace the Software to conform in all material respects to the Specifications, and if Springbrook is unable to materially restore such functionality within thirty (30) days from the date of written notice of such breach, Customer shall be entitled to terminate the license to the affected Software upon written notice and Springbrook shall promptly provide a pro-rata refund of the Software license fees (or Maintenance and Support Fees, for perpetual licenses) that have been paid in advance for the remainder of the License Term for the applicable Software (beginning on the date of termination). Customer must notify Springbrook in writing of any warranty breaches within such warranty period, and Customer must have installed and configured the Software in accordance with the Specifications to be eligible for the foregoing remedy

6.2. Warranty of Non-infringement. Springbrook warrants that it has full power and authority to grant the Software license set out in Section 1.1 and that, as of the effective date of this Agreement, the Software does not infringe any existing intellectual property rights of any third party. If a third-party claims that the Software does infringe, Springbrook may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. Springbrook will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

6.3. Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, ALL SOFTWARE AND MAINTENANCE AND SUPPORT ARE PROVIDED "AS IS" AND SPRINGBROOK AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION OF THE SOFTWARE. SPRINGBROOK EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE SOFTWARE OR MAINTENANCE AND SUPPORT OR THAT THE SOFTWARE WILL BE COMPATIBLE OR WORK WITH ANY CUSTOMER OR THIRD-PARTY SOFTWARE OR HARDWARE.

7. Mutual Indemnification

- 7.1. Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Springbrook, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's use of the Software or (ii) Customer has used the Software in a manner that violates this Agreement or applicable law.
- 7.2. Indemnification by Springbrook. Springbrook will defend (or at Springbrook's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Software, as furnished by Springbrook hereunder, infringes or misappropriates the intellectual property rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. In the event that the use of the Software is, or in Springbrook's sole opinion is likely to become, subject to such a claim, Springbrook's, at its option and expense, may (i) replace the applicable Software with functionally equivalent non-infringing technology, (ii) obtain a license for Customer's continued use of the applicable Software, or (iii) terminate the license and provide a pro-rata refund of the Software license fees (or Maintenance and Support Fees, for perpetual licenses) that have been paid in advance for the remainder of the License Term for the applicable Software (beginning on the date of termination). The foregoing indemnification obligation of Springbrook will not apply: (i) if the Software is modified by Customer or its agent; (ii) if the Software is combined with other non-Springbrook products, applications, or processes, but solely to the extent the alleged infringement is caused by such combination; or (iii) to any unauthorized use of the Software. The foregoing shall be Customer's sole remedy with respect to any claim of infringement of third party intellectual property rights
- 7.3. Indemnification Requirements. In connection with any claim for indemnification under this Section 7.3, the indemnified party must: (i) provide the indemnifying party prompt written notice of such claim; (ii) reasonably cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; and (iii) give sole authority to the indemnifying party to defend or settle such claim.

8. LIMITATION OF LIABILITY. The limits below will not apply to the extent prohibited by applicable law.

- 8.1. IN NO EVENT WILL SPRINGBROOK'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY
- 8.2. NEITHER SPRINGBROOK NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SOFTWARE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE, WHETHER BASED ON

WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

9. Other Terms and Conditions

9.1. Dispute Resolution This Agreement is governed by the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Santa Clara County, California. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this Agreement will not prevent that party from thereafter objecting to that breach or any other breach of this Agreement.

9.2. Assignment Springbrook may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.

9.3. Entire Agreement. This Agreement shall govern each Order Form, sales quotation, proposal, purchase order, or other ordering document that references this Agreement. The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

9.4. Severability and Amendment If any particular provision of this Agreement is determined to be invalid or unenforceable, that determination will not affect the other provisions of this Agreement, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this Agreement will be effective unless it is described in writing and signed by the Parties.

Exhibits Follow

EXHIBIT A
SPRINGBROOK SOFTWARE SUPPORT POLICY
(ON-PREMISE)

This Springbrook Support Policy ("Support Policy") is a policy governing the use of Springbrook software as service products (the "Service(s)") under the terms of the services agreement (the "Agreement") between Springbrook Holding Company, LLC and its affiliates ("Springbrook", "us" or "we") and the purchaser of Springbrook's Service ("Customer"). This Support Policy may be updated from time to time by Springbrook in its sole discretion.

Updates

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Springbrook's discretion. Springbrook is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Support Commitment

In support of the Services, Springbrook will provide Customer with the following first line support:

Telephone Support. Springbrook's Customer Resource Center (CRC), a live technical support facility, will be available to Customer from 5:00 a.m. until 5:00 p.m. Pacific time Monday through Friday, excluding Springbrook's observed holidays.

Email Support. Springbrook provides an electronic mail address (help@sprbrk.com) to which Customer may submit routine or non-critical support requests. Email Support Requests will be addressed by Springbrook during its regular business hours of 5:00 a.m. until 5:00 p.m. Pacific time Monday through Friday.

Online Support Materials. Springbrook will make available to Customer certain archived client-side software updates and other technical information in Springbrook's online support databases. This Online Support will be continuously available to Customers.

Upgrade/Downgrade of Severity Level

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production database, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

Third Party Product Support

If any third-party software is supplied by Springbrook, Springbrook disclaims all support obligations for such third-party software, unless expressly specified by Springbrook in Customer's Agreement.

Exclusions

The following Support Exclusions are not covered by this Support Policy: (a) Support required due to Customer's or any End User's or third party's misuse of the Services; (b) Support during times outside of Springbrook's regular business hours stated above; (c) Support necessitated by external factors outside of Springbrook's reasonable control, including any force majeure event or Internet access or related problems.

EXHIBIT B
RESPONSE AND RESOLUTION GOALS

Critical

Definition. System or application is non-functional or seriously affected and there is no reasonable workaround available (e.g., business is halted).

Response goal. Confirmation of receipt within 1 business hour. Update as information arrives or at the interval agreed with the Customer.

Resolution goal. Upon confirmation of receipt, Springbrook begins continuous work on the case. Springbrook will put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated, provided there is an agency representative available to assist with issue diagnosis and testing during the resolution process.

High

Definition. System or application is affected and there is no workaround available or the workaround is impractical (e.g., system response is very slow, day to day operations continue but are impacted by the work around).

Response goal. Confirmation of receipt within 4 business hours.

Resolution goal. Springbrook will put forth our best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.

Medium

Definition. System or application feature is non-functional and a convenient workaround exists (e.g., non-critical feature is unavailable or requires additional user intervention).

Response goal. Confirmation of receipt within 8 business hours.

Resolution goal. Springbrook will put forth our best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.

Low

Definition. System or application feature works, but there is a minor problem (e.g., incorrect label, or cosmetic defect).

Response goal. Confirmation of receipt within 24 business hours.

Resolution goal. Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

**EXHIBIT C
ORDER FORM(S)**

[Order Form to be inserted]



Keizer, OR - City of

January 15, 2019

**Porsche Chambers-Winston
Account Manager
5038202231
porsche.chambers-winston@sprbrk.com**



KEIZER, OR - CITY OF - ORDER FORM

Software

License, Maintenance and Hosting

Product Code	Product Name	Description	Qty	Sales Price	Total Price
AT00	AT - AddOn Item Transaction	CivicPay transaction fee	1.00	\$1.00	\$0.00
AS00	AS - Addon Item - SaaS	CivicPay Online	10,750.00	\$0.60	\$6,450.00

Grand Total: \$6,450.00



KEIZER, OR - CITY OF - ORDER FORM

Order Detail	
General Information	
Customer Name	Keizer, OR - City of
Customer Contact	Tim Wood
Customer Address	930 Chemawa Road, Keizer, Oregon, 97307
Governing Agreement(s)	This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms will govern as applicable, based on the Customer's purchase: https://accela.box.com/v/sprbrk-onpremise-terms .
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> - Software Licenses & Subscriptions start on the date of delivery by Springbrook; and - Maintenance, Hosting and Support start on Springbrook's delivery of the software hosted and/or supported.
Order Duration	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> - Any Software Licenses or Hardware are one-time, non-refundable purchases. - Subscriptions, Maintenance, Hosting and Support ("Recurring Services") continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). - Fees for Recurring Services will be subject to an automatic annual increase by five percent (5%) of the prior year's Recurring Fees ("Standard Annual Price Increase").
Special Order Terms	- In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days.
Special Payment Terms	None unless otherwise specified in this section.



KEIZER, OR - CITY OF – ORDER FORM

Accounts Payable Contact Information <i>(Required)</i>			
First Name	Tim	Last Name	Wood
Title	Finance Director		
Phone Number	503-656-3413		
Email Address:	woodt@kelzer.org		
Billing Address	930 Chemawa Road, Kelzer, Oregon, 97307		
Delivery Address	930 Chemawa Road, Kelzer, Oregon, 97307		
Method of Invoicing	All invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs.		
Special Invoicing Need	Invoice Delivery by Post is Required		
Signature Section <i>(Required)</i>			
Vendor	Springbrook Holding Company, LLC	Customer	Kelzer, OR - City of
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Additional Signatures Section <i>(Optional)</i>			
Customer		Customer	
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Purchase Order Reference <i>(Optional)</i>			
<p>If Customer requires PO number on invoices, it must be provided to the right and Customer must provide Springbrook copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.</p>			PO# (If required):



Keizer, OR - City of

January 15, 2019

Porsche Chambers-Winston
Account Manager
5038203321
porsche.chambers-winston@sprbrk.com



KEIZER, OR - CITY OF - ORDER FORM

Software

License, Maintenance and Hosting					
Product Code	Product Name	Description	Qty	Sales Price	Total Price
AT00	AT - AddOn Item Transaction	CivicPay transaction fee	1.00	\$1.00	\$0.00
SS39	SS39 - 3PP	Selectron IVR subscription (Civic Pay)	10,750.00	\$0.40	\$4,300.00
SS39	SS39 - 3PP	Selectron IVR message block 10K messages (Civic Pay)	1.00	\$4,500.00	\$4,500.00

Grand Total: \$8,800.00



KEIZER, OR - CITY OF – ORDER FORM

Order Detail	
General Information	
Customer Name	Keizer, OR - City of
Customer Contact	Tim Wood
Customer Address	930 Chemawa Road, Keizer, Oregon, 97307
Governing Agreement(s)	This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms will govern as applicable, based on the Customer's purchase: https://accela.box.com/v/sprbrk-onpremise-terms .
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> - Software Licenses & Subscriptions start on the date of delivery by Springbrook; and - Maintenance, Hosting and Support start on Springbrook's delivery of the software hosted and/or supported.
Order Duration	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> - Any Software Licenses or Hardware are one-time, non-refundable purchases. - Subscriptions, Maintenance, Hosting and Support ("Recurring Services") continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). - Fees for Recurring Services will be subject to an automatic annual increase by five percent (5%) of the prior year's Recurring Fees ("Standard Annual Price Increase").
Special Order Terms	- In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days.
Special Payment Terms	None unless otherwise specified in this section.



KEIZER, OR - CITY OF – ORDER FORM

Accounts Payable Contact Information <i>(Required)</i>			
First Name	Tim	Last Name	Wood
Title	Finance Director		
Phone Number	503-868-3413		
Email Address:	woodt@keizer.org		
Billing Address	930 Chemawa Road, Keizer, Oregon, 97307		
Delivery Address	930 Chemawa Road, Keizer, Oregon, 97307		
Method of Invoicing	All invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs.		
Special Invoicing Need	Invoice Delivery by Post is Required		
Signature Section <i>(Required)</i>			
Vendor	Springbrook Holding Company, LLC	Customer	Keizer, OR - City of
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Additional Signatures Section <i>(Optional)</i>			
Customer		Customer	
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Purchase Order Reference <i>(Optional)</i>			
<p>If Customer requires PO number on invoices, it must be provided to the right and Customer must provide Springbrook copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.</p>			PO# <i>(If required)</i> :

COUNCIL MEETING: March 4, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

**SUBJECT: RESOLUTION - AUTHORIZING CITY MANAGER TO ENTER INTO
COMMUNITY CENTER USE AGREEMENT AND ADDENDUM WITH
LAKEPOINT COMMUNITY CHURCH**

BACKGROUND:

Since 2010, Lakepoint Community Church has rented space in the Community Center for their Sunday service. The initial rental agreement provided one large size room (Iris B) and two small rooms (McNary C and Chemawa B) at a weekly rate of \$300 for a four-hour period. Since this time, their congregation has grown and they are now using the entire facility each Sunday for a rental fee of \$635. The reduced rate was negotiated with Lakepoint based on their consecutive weekly use, doing their own room sets, resetting the rooms following the service, and the low desirability of the requested time period. In addition to Sunday service, Lakepoint Community Church rents rooms for other church activities during the month at the regular facility rental rate. Lakepoint has been an excellent client and community partner.

ISSUE:

The current agreement with Lakepoint Community Church expires on March 13, 2019. During the last contract term (2017-2019), we increased the rental rate by \$100 per use. For the coming two-year period, we are not requesting an increase in rental fee. In the past, the City has provided the Community Center free of charge for one Saturday in September for the Keizer Community Serve Fest. Due to the success of this event, they have now outgrown the Community Center and will be holding the event at Claggett Creek Middle School. However, they are working on another community outreach event, so the agreement was amended in Section 2 to provide the flexibility for this new event. The remainder of the terms in the agreement have not been changed.

FINANCIAL IMPACT:

Lakepoint Church provides approximately \$34,000 per year in rental revenues for the Community Center.

RECOMMENDATION:

It is recommended the City Council adopt the Resolution Authorizing the City Manager to Enter into Community Center Use Agreement and Addendum with Lakepoint Community Church for 2019-2021.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2019-_____

4
5
6 AUTHORIZING THE CITY MANAGER TO ENTER INTO
7 COMMUNITY CENTER USE AGREEMENT AND ADDENDUM
8 WITH LAKEPOINT COMMUNITY CHURCH
9

10
11 WHEREAS, Lakepoint Community Church has been renting the Keizer
12 Community Center since 2010 to hold its church service each Sunday;

13 WHEREAS, the current agreement expires on March 12, 2019;

14 WHEREAS, Lakepoint Community Church desires to enter into a two year
15 agreement beginning on March 13, 2017 and terminating on March 12, 2019;

16 WHEREAS, the City Council wishes to allow Lakepoint Community Church to
17 use the Keizer Community Center for two years as set forth in the attached agreement
18 and addendum;

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that the City
21 Manager is authorized to enter into the Community Center Use Agreement and
22 Addendum to Community Center Use Agreement with Lakepoint Community Church,
23 copies of which are attached hereto and by this reference incorporated herein.
24
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 _____, 2019.

4

5 SIGNED this _____ day of _____, 2019.

6

7

8

Mayor

9

10

City Recorder

11

12



CITY OF KEIZER Community Center Use Agreement

Keizer City Hall
930 Chemawa Road NE
Keizer, OR 97303
PO Box 21000, Keizer, OR 97307
Phone: (503) 390-3700
Fax: (503) 390-3787

Event Information

Title of Event: Lakepoint Community Church
Type of Event: Church Service
Date(s) of Event: See Addendum Attached Estimated Group Size: 150
Initial Access Time: 7:00 AM PM Final Exit Time: 1:00 AM PM
(First entrance to the building to set up.) *(The time final cleanup and exit occurs.)*
Event Start Time: 11:00 AM PM Event End Time: 12:15 AM PM
Room(s) Requested: Iris A, Iris B, Claggett Creek A, Chemawa B, McNary C, Kitchen, Lobby, Police Lobby

Event Contact Information

Company or Organization (if applicable): International Church of the Foursquare Gospel, DBA Lakepoint Community Church
Responsible Person: Rachel Taylor
Primary Phone: 503-428-3141 (home) Secondary Phone: 503-428-3141 (cell)
503-428-3141 (work)
Mailing Address: PO Box 20253, Keizer, OR 97307
Email Address: rachel.t@lakepoint.net
Secondary Contact: _____
Primary Phone: _____ Secondary Phone: _____
Email Address: _____

Additional Information

Food Service: Yes No Caterer: Not Applicable
Will you be using the catering kitchen? Yes No *(\$50 fee if not included in your rental fee)*
Alcohol Service: Yes No Alcohol Caterer: Not Applicable
Alcohol Service Times: Starting at: N/A AM PM Ending at: N/A AM PM
Are you charging attendees a fee, admission, or reimbursement charge of any kind? Yes No
How did you learn about the Keizer Community Center: Current User

Signature is required on page 8

Do you need use of any of the following (check all that apply):

- | | | | | | |
|----------------------------|---|--------------------|---|---------------------|------------------------------|
| Stage (\$200 fee): | <input checked="" type="checkbox"/> Yes | Microphone: | <input type="checkbox"/> Yes | White Board: | <input type="checkbox"/> Yes |
| Wired Internet (\$25 fee): | <input type="checkbox"/> Yes | Wireless Internet: | <input type="checkbox"/> Yes | Presentation Stand: | <input type="checkbox"/> Yes |
| Projector (\$25 fee each): | <input type="checkbox"/> Yes | Screen: | <input checked="" type="checkbox"/> Yes | House Sound System: | <input type="checkbox"/> Yes |

Facility Use Fees

Room	Capacity	Size	Rental Fee	Refundable Deposit
Iris Ballroom	Reception- 480 Theater- 900	Up to 9,000 square feet 115' x 71'	\$250 per hour (minimum 8 hour rental)	\$1500
Iris A	Classroom- 75 Reception- 144 Theater- 250	Up to 3,000 square feet 39' x 71'	\$100 per hour (minimum 4 hour rental)	\$750
Iris B	Classroom- 75 Reception- 144 Theater- 250	Up to 3,000 square feet 40' x 71'	\$100 per hour (minimum 4 hour rental)	\$750
Iris C	Classroom- 75 Reception- 144 Theater- 250	Up to 3,000 square feet 36' x 71'	\$100 per hour (minimum 4 hour rental)	\$750
Two Iris Rooms	Reception- 288 Theater- 500	Up to 6,000 square feet 79' x 71' or 76' x 71'	\$200 per hour (minimum 4 hour rental)	\$1150
Claggett Creek	Classroom-30 Reception- 48 Theater- 100	23' x 36'	\$25 per hour (minimum 3 hour rental)	\$300
Chemawa	Classroom-30 Reception- 48 Theater- 100	24' x 36'	\$25 per hour (minimum 3 hour rental)	\$300
McNary	Classroom-30 Reception- 48 Theater- 100	24' x 36'	\$25 per hour (minimum 3 hour rental)	\$300

Additional rental information:

- Discounts are offered for Iris Ballroom, Iris A, Iris B and Iris C. 25% discount for Keizer citizens or Keizer based 501(c)(3) organizations. 20% discount for government partners.
- Use of the catering kitchen is included with the rental of Iris Ballroom, Iris A, Iris B and Iris C. If not included in the rental, a \$50 fee will be charged for use.

Comments or additional information about your event:

Rental of Stage is included in Use Fees

* * * * *

****PLEASE NOTE** THE RESERVATION IS NOT SECURED UNTIL ALL REQUIREMENTS, INCLUDING PAYMENT, HAVE BEEN MET, AND THE AGREEMENT HAS BEEN APPROVED BY THE CITY MANAGER OR HIS DESIGNEE. Please make checks payable to City of Keizer.**



CITY OF KEIZER
Community Center Use Agreement Terms

Welcome to the City of Keizer Community Center (hereinafter "City"). It is our pleasure to have you as a client (hereinafter "Client") and to offer you the use of our facility for your event. Outlined in this agreement and in the Addendum to Community Center Use Agreement are the terms of your facility usage.

A. RESERVATIONS.

A1. Community Center Use Agreement. Room reservations are only secure when a completed Community Center Use Agreement has been received by the City along with full payment of the Refundable Deposit.

A2. Refundable Deposit. A refundable Deposit is required to be paid at the time of application. The Deposit amount is based on the size of the area you are renting. (See chart on Page 2 for Deposit amount.) In the event of cancellation, facility damages, or the facility not cleaned as outlined in the post event instructions, all or a portion of the Deposit may be forfeited. For cancellation of an event, the forfeiture will be calculated as described in Section A6.

A3. Facility Use Fee. The use fee for the contracted room(s) is required to be paid in full at least sixty (60) days prior to the event date. If payment is submitted less than sixty (60) days prior to the event, a late fee of \$100 will be charged.

A4. Kitchen Use Fee. Use of the kitchen is included with the rental fee of the medium and large rooms. A \$50 fee is required for use of the kitchen when renting small rooms. The kitchen in the Keizer Community Center is intended for warming purposes only. A portion of the Deposit may be forfeited if the kitchen is not cleaned as outlined in the post event instructions.

A5. Late Fee. A late fee of \$100 shall be charged if any of the insurance certificates and endorsements, caterer information or other documents required by this agreement are submitted less than fourteen (14) days prior to the event. In the event that the documentation is submitted, but is not sufficient, such late fee shall be imposed if the proper information is not resubmitted at least seven (7) days before the event.

A6. Cancellation Fee. If Client cancels prior to sixty (60) days before the event, 90% of the facility use fee shall be refunded. In the event of a cancellation less than sixty (60) days before the event, 50% of the facility use fee will be forfeited. Cancellation fee will be forfeited from the Deposit on file.

A7. Administrative Fee. If damages occur, a \$100 administrative fee shall be charged in addition to the charges for damages (see Section E1).

B. SITE USE POLICIES.

B1. Set-up. Space design details shall be coordinated with event center staff and finalized no later than fourteen (14) days prior to the date of the event. Room set-up must comply with all fire safety regulations and actual event attendance may not exceed the maximum capacity. If a change from the confirmed room set-up is required on the day of the event, and additional staff is necessary, a labor charge of \$20 per hour, per worker, will be charged to Client.

B2. Decorations and Equipment

- **Ceiling and Light Fixtures** - No decorations or equipment may be hung from the ceiling or light fixtures. Free standing decorations cannot exceed 9 feet in height.
- **Floor** - Nothing may be adhered to the floor, unless Client receives prior written approval by the City.
- **Walls and Doors** - The City only permits use of blue painter's tape or Post-It type products on the walls and doors.
- **Candles** - Candles must be dripless and enclosed in a non-flammable container of sufficient height to cover potential flame. **NO** open flames are permitted.
- **Explosives** - Fireworks (including sparklers), fog/smoke effect machines, and explosive effects are strictly prohibited. City Staff reserves the right to have any person(s) in violation of this policy removed from the property and to end an event in the case of a risk to the safety of others.
- **Flowers** - Loose real flower petals are not permitted on the floor. Use of synthetic flower petals are permitted but must be properly cleaned up at the conclusion of the event.
- **Strictly Prohibited Inside and Outside** - Birdseed, bubbles, confetti, dry ice, glitter, hay/straw, inflatable bounce houses/castles, mechanical rides, party poppers, rice, silly string, sky lanterns, trampolines, and aerial remote control devices (including drones).
- The City reserves the right to review and approve or deny any other requests that may be potentially hazardous, unsafe or cause damage that is not listed above.

B3. Outside Vendors. The City does not have recommended, preferred or required contracted services or businesses. You may choose any person, business, vendor, or event coordinator that you wish. The City does not have storage availability outside of your rental period. If you contract with outside vendors for rental equipment, the equipment must be delivered no earlier than the reserved time and day of your event and then be removed at the end of your event.

B4. Food and Non-Alcoholic Beverage Catering Vendors. Events open to the general public must be catered by a licensed caterer. Upon request, City Staff can provide a list of caterers that have provided the City with required caterer insurance information. (Note: This does not constitute a recommendation or endorsement of the caterer by the City.) The Client may contract with any licensed caterer who has a written agreement with the City, or who is willing to enter into an agreement with the City, and Client will be responsible for all communication with the caterer. Except for events open to the general public, groups are permitted to bring in or serve their own food and non-alcoholic beverages. **The Client is responsible for ensuring that City receives all required caterer information, including a written agreement with City, insurance and a copy of catering license (see Section E2 for insurance requirements) at least fourteen (14) days prior to the event.**

B5. Alcohol Catering Vendors. All alcoholic beverages must remain within the contracted areas and only be served during the alcohol service times noted on page 1 of this agreement. **The City strictly prohibits**

guests from serving their own alcohol and/or bringing any alcoholic beverages onto the City property.

The Client will be required to use an alcohol caterer who has a written agreement with the City or who is willing to enter into an agreement with the City if alcoholic beverages are being served. The Client will be responsible for ensuring that all required alcohol caterer information, including a written agreement with the City, insurance certificates (see Section E2) and a copy of the OLCC documentation acceptable to the City be given to City Staff at least fourteen (14) days prior to the date of the event. The City will not permit the serving of alcoholic beverages to anyone under the age of 21 or visibly intoxicated persons. The City may place reasonable conditions on the event to protect persons and property.

B6. Signs. One freestanding temporary sign may be placed in the parking lot. No balloons, signs or other materials are allowed on the exterior of the building. All signs must be removed immediately following your event. Signage for the event must comply with the City of Keizer Sign Regulations. For information on the City of Keizer sign regulations, please call the Keizer Community Development Department (503-856-3441).

B7. Parking. Parking is limited. There are approximately 200 parking spots available for City Hall, Keizer Heritage Center, Carlson Skate Park and Community Center use.

B8. Service Animals. Service animals are permitted within the Community Center. However, non-service animals are not permitted without prior written approval by City staff. Please contact City staff for additional regulations and information.

B9. Green Efforts. The City is committed to recycling, reducing and reusing as many products as possible. We work hand in hand with our employees, vendors, customers, partners and visitors to minimize our collective impact on the environment. To aid in the recycling efforts, the City will provide blue recycle bins for any event that wishes to utilize them. Disposing of potentially harmful waste down storm drains on City property is prohibited. Illegal dumping of waste into the public storm system is a violation under the City of Keizer Stormwater Discharge Ordinance. If evidence of disposal of waste in the storm drain is found, fines may be imposed, as well as remediation and restoration of all dumping impacts, with all costs being charged to Client.

C. SAFETY POLICIES.

C1. Hazardous Materials Prohibited. The Client agrees not to allow any material, substance, equipment or object to be brought onto the property, which may be a hazard to the life of, or cause bodily injury to any person on the premises. Persons who are allowed to carry firearms under the provisions of the Oregon Revised Statutes 166.291 may do so in the Community Center. Illegal substances, illegal firearms or other weapons are strictly prohibited. Police will be notified if anyone is found possessing illegal substances or weapons on City grounds.

C2. Private Security Professionals. The City will hire Private Security Professionals based on room use for events where alcoholic beverages are being served. Client shall pay a \$25 per hour fee for each Private Security Professional required. If such Private Security Professionals are scheduled, unless Client gives City ten (10) days written notice that the event will not include alcoholic beverages, Client shall pay this fee regardless of whether alcoholic beverages are served or not.

C3. Smoking. The City of Keizer Community Center is a non-smoking/vaping facility. Smoking and vaping is prohibited inside the building, and within ten (10) feet from any entrance.

C4. Emergency Procedure. Client is responsible for ensuring that participants are informed of and follow the emergency procedure of the facility. When a fire alarm is triggered, the speaker system will give notification to leave the facility in addition to a loud alarm and flashing lights. Client and guests shall use the following procedure in evacuation of the facility:

1. Exit using the nearest door.
2. Be sure all visitors exit along with Client.
3. Client will act as Safety Monitor, checking the rented facility, kitchen and restrooms as he/she exits.
4. All guests and Client will meet at the Gazebo in Chalmers Jones Park (across the parking lot).
5. Client is responsible for inventory of participants. It is suggested that Client have a sign in sheet or guest book.
6. In the event of an evacuation, Client must check in with the City Safety Committee Chair or designee and should provide an inventory of participants to such person.

C5. Facility Security. Client is responsible for ensuring that the facility is secure and that entry to the facility is not permitted to anyone other than their approved attendees. **Propping of doors for entry or reentry is strictly forbidden.** It is recommended that Client use a monitor to allow entry to his/her attendees. Any damages as a result of propping doors open will be charged as set forth in Section E1.

D. USE OF FACILITY.

D1. Non-Exclusive Use. The City and other parties shall have the right to occupy or permit the use of any portion of the facility not granted to the Client under this agreement to any person, firm or entity regardless of the nature of the use of such other space.

D2. Hours. The hours of the event are to be selected by the Client and scheduled with City Staff. The facility is available for use daily between 7:00 AM and 12:00 AM (midnight). If alcohol service is included in your event, service must be concluded no later than 11:30 p.m. The event must be concluded on or before the scheduled event end time. If post-event requirements are not completed by the contracted exit time, client will incur the additional hourly room rental rate and staffing fees. There shall be no refunds for events ending prior to the scheduled end time.

D3. Equipment Available. The City provides tables, chairs, screens, microphone, lectern, white board, and public Wi-Fi with the above rental fee.

E. GENERAL PROVISIONS.

E1. Damages. The Client agrees to pay the City the reasonable value of the cost of repairing or replacing damage to the facility, the facility's furnishings, any artwork damaged in the facility, or the grounds of the

City caused by the Client or their employees, agents, sub-contractors, exhibitors or guests. By signing this agreement, the Client assumes full responsibility for all persons connected with the Client's event and use of the facility.

The City is not responsible for any personal or vendor property left on the premises. Additional charges to Client for damages, cleaning, additional staff time, damages to artwork, etc. will be deducted directly from the Deposit. Any remaining balance after all deductions will be refunded to Client. If there is no remaining Deposit balance and there are charges remaining, Client agrees to pay the remaining balance.

Should the damages exceed the Deposit, the Client will pay the cost of repairing or replacing the damage.

E2. Insurance. The Client shall, at its sole cost and expense, procure and maintain through the term of this Facility Use Agreement a Comprehensive General Liability insurance policy providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the facilities used hereunder in the amount of \$1,000,000. **The Comprehensive General Liability Insurance required by this Agreement shall be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer shall be included as additional insured in said insurance policy. The "City of Keizer" includes its officers, agents, contractors, and employees.** Client must provide the City with the proof of the insurance and additional insured endorsement evidencing such insurance at least fourteen (14) days prior to the date of the contracted event. Failure to provide the proof of insurance and endorsement will result in cancellation of the event.

Caterer and/or Alcohol Caterer shall secure at its own expense and keep in effect during the term of this Agreement General Liability Insurance and Liquor Liability Insurance, if applicable with minimum limits of \$1,000,000 per occurrence. The insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer shall be included as additional insured. The "City of Keizer" includes its officers, agents, contractors, and employees. Evidence of the insurance and additional insured endorsement must be provided to City at least fourteen (14) days prior to the date of the contracted event. Failure to provide the proof of insurance and endorsement will result in cancellation of the event.

E3. Indemnification. Client shall be responsible for and shall pay and discharge any and all claims of any nature whatsoever under this Agreement. Client shall indemnify and defend the City and its officers, agents, contractors and employees for and against any and all loss damage, injuries, action, causes of action, or liability of any kind whatsoever resulting from all operations, activities, or undertakings of Client or any of Client's guests, employees, agents, volunteers or independent contractors. Notwithstanding the above, if City directly authorizes an activity by any party other than Client during the period of this Agreement, this paragraph shall not apply to claims arising out of that activity.

E4. Force Majeure. The parties' performance under this Community Center Use Agreement is subject to acts of God, war, government regulation, threats or acts of terrorism or similar acts, disease, State Department or other official agency travel advisory, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other cause beyond the parties' control, which would tend to make it inadvisable, illegal, or impossible for such party or its members to perform their obligations under the Community Center Use Agreement. Either party may cancel this Community Center Use Agreement for any one or more of such reasons upon written notice to the other party.

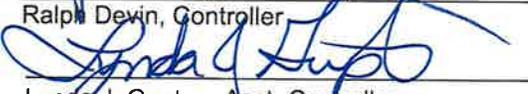
E5. Emergency Operation Center. The Keizer Community Center also serves as the City's Emergency Operation Center (EOC). There will be no practice drills or exercises in the Community Center if all or a part of the Community Center is reserved for your event or some other event. However, in the remote possibility that an actual emergency occurs, it is possible that your use would be cancelled or postponed. In such event, you would receive a full refund of all use fees paid to the City.

E6. Cancellation for Cause. Client agrees and understands that Client and all guests, vendors, caterers and others in attendance must follow the reasonable directions of the event host, Private Security Professionals and other City representatives at all times. If after verbal warning any persons fail to abide by such direction, the City has the right to terminate the event immediately and eject ALL attendees. In such event, no refund of the use fee shall be issued.

E7. No Damages for Cancellation. Except for Section E6 above, should Client's event be cancelled by the City due to any reason set forth in this Agreement, or for any other reason beyond the control of the Client, Client agrees and understands that other than refund of all use fees, the City of Keizer shall not be liable for any damages or charges whatsoever.

E8. Signature. Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

I have read, understand and signed this Community Center Use Agreement document. I will make restitution for any damage incurred during room use. I am of legal age and have the authority to sign this Agreement on behalf of the organization, if any, intending to use the facility. I understand the City of Keizer as a public entity is subject to Oregon Public Records Law and this Agreement is a public record and subject to disclosure upon request.

Signature of Responsible Person:  Date: 02-21-2019
 Ralph Devlin, Controller

 Lynda J. Gupton, Asst. Controller

For Office Use Only			
Community center use agreement has been: Denied <input type="checkbox"/> Approved <input type="checkbox"/>			
Approved by: _____	Printed Name: _____	Date: _____	
Fees Quoted: _____			
Facility Use: _____	Event Staff: _____	Security: _____	_____
Equipment: _____	Deposit: _____	Total Fees: _____	_____

For Payment Use Only			
<input type="checkbox"/> Room <input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____ Balance: _____
<input type="checkbox"/> Room <input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____ Balance: _____
<input type="checkbox"/> Room <input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____ Balance: _____
<input type="checkbox"/> Room <input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____ Balance: _____

<input type="checkbox"/> Room	<input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____	Balance: _____
<input type="checkbox"/> Room	<input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____	Balance: _____
<input type="checkbox"/> Room	<input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____	Balance: _____
		Amount: _____	Receipt #: _____	Date: _____	Balance: _____

ADDENDUM TO COMMUNITY CENTER USE AGREEMENT

PARTIES: INTERNATIONAL CHURCH OF THE
FOURSQUARE GOSPEL, DBA
LAKEPOINT COMMUNITY CHURCH ("Church")

CITY OF KEIZER, an Oregon
Municipal Corporation ("City")

The Community Center Use Agreement between City and Church is hereby amended as follows:

1. In consideration of the longer term use by Church of City's community rooms, the facility use charge is \$635 per use. The facility use charge shall be paid on a monthly basis in advance for the number of Sundays in the month. Such monthly facility use charge shall be paid at least fourteen (14) days prior to the first use by Church and fourteen (14) days prior to the first Sunday of the month thereafter. Use shall include the entire Community Center (Iris A, Iris B, Claggett Creek A, Chemawa B, McNary C, the Lobby and the Kitchen) and the Police Lobby. Each Sunday the time of use shall be limited to a maximum of six (6) hours.
2. Church will be allowed use of the entire Community Center free of charge for a period of eight (8) hours on a Saturday or Sunday for one community based service event. The event must be scheduled at least nine (9) months in advance.
3. Other than the use described in Section 1 and 2 above, any use of the Community Center by Church will be charged at the regular facility use fee at the time of use.
4. The term of the use shall begin March 13, 2019 and terminate March 12, 2021, if not terminated earlier as set forth below.
5. Church shall be responsible to reasonably clean the facility after each use, including, but not limited, vacuuming, spot removal, and garbage removal. Church will not be responsible for cleaning the restrooms unless Church attendees' use necessitate extraordinary cleaning.
6. Church shall be responsible to set up the premises for Church's use immediately prior to Church's use and Church shall return the premises to the posted normal room presets immediately following each use unless notified in advance by City. City will endeavor to have 250 chairs stacked on the north wall and large screens placed in Iris A and Iris B.
7. Church will display a sign provided by City to indicate the Police Department is closed for police business related matters each Sunday.

8. Church will return the Police Lobby back to the regular layout at the end of each use.
9. Church acknowledges that no food or drink is allowed in the Police Lobby.
10. Church is not authorized to use any of the interview rooms adjacent to the Police Lobby.
11. Church must ensure that an adult is present at all times during use of the Police Lobby.
12. Church understands that a prescription drug drop off box is located within the Police Lobby and Church will monitor minors while in the Police Lobby. Pursuant to Section E3 of the Community Center Use Agreement, Church agrees to indemnify and defend City from any and all liability with regard to access to such prescription drug drop off box.
13. City will provide three key cards with access to the Community Center set forth in Section 1 above subject to City's access policy. City will provide one key card with access to the Police Lobby subject to City's access policy. Doors to the Police Lobby will not be programmed to be unlocked and a key card must be used for this area. City will provide limited equipment storage closet space (located in the McNary room), but Church will be responsible for locks for equipment closets. The City will be supplied all keys to such locks prior to them being installed. The locks and key shall be considered City property and shall be relinquished upon termination of the Church's use under this Agreement.
14. Church agrees and acknowledges that City will endeavor to keep each Sunday morning available for Church use during the term of this Agreement. However, upon a minimum of one hundred and twenty (120) days written notice by City, Church will relinquish use of the facilities and Church shall not be responsible for payment for such date. Such circumstances will be limited to three (3) times per 12 month period and no more than one Sunday in any given month, except for Emergency Operation Center use per Section E5.
15. City will require and Church will pay deposits in the amount of \$350.00 to be used for cleanup and repair necessitated by Church use. Such deposits have been received by City. Should it be necessary, City will use some or all of such deposits and upon demand, Church will replenish deposit to the amount of \$350.00.
16. The Keizer Community Center also serves as the City's Emergency Operation Center (EOC). There will be no practice drills or exercises in the Community Center if all or a part of the Community Center is reserved for Church's event or some other event. However, in the remote possibility that an actual emergency occurs, it is possible that Church's use would be cancelled or postponed. In such

event, Church would receive a full refund of all use fees paid to the City for such date.

17. City and Church may terminate this Agreement upon sixty (60) days written notice to the other party.

18. Except as amended herein, all other terms of the Community Center Use Agreement between the parties shall remain in full force and effect.

CHURCH

CITY

LAKEPOINT COMMUNITY CHURCH

CITY OF KEIZER, an
Oregon municipal corporation

By: _____

Ralph Devin, Controller

By: _____

Christopher C. Eppley,
City Manager

By: _____

Lynda J. Gupton, Asst. Controller

CORPORATE RESOLUTION

RESOLVED: By the Board of Directors of International Church of the Foursquare Gospel, a religious corporation, the two thirds vote of the church membership present at a duly called meeting, the certification of the church council of the **KEIZER NORTH, OREGON #33052 Foursquare Church** having been received and the recommendation of the North Pacific District Supervisor having been secured in accordance with corporation Bylaws, that authorization be granted to lease the facilities of the City of Keizer Community Center located at 930 Chemawa Road NE, Keizer, Oregon, to be used on Sundays from 7:00 am to 1:00 pm for a period of 2 years, beginning on March 13, 2019 and ending on March 12, 2021, for Six Hundred Thirty-Five Dollars (\$635) per week.

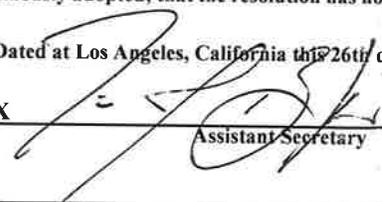
FURTHER RESOLVED: That any two of the following individuals acting together, are hereby authorized to sign on behalf of and in the name of aforesaid Corporation and under its corporate seal all instruments necessary to provide for purchase, sale, loan, easement, lease or other real property transactions: Ron Thigpenn, Lynda J. Gupton, Adam Davidson, Tim J. Baskin, Ralph Devin, Jonathan Phillips.

END OF RESOLUTION

I, Tim J. Baskin Assistant Secretary of INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL, a religious corporation of California, do certify that the above is a true and correct copy of a resolution duly adopted by the Board of Directors of aforesaid corporation at a meeting held on the 21st day of February, 2019; that the resolution was unanimously adopted; that the resolution has not been rescinded, but is in full force and effect.

Dated at Los Angeles, California this 26th day of February, 2019.

X


Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

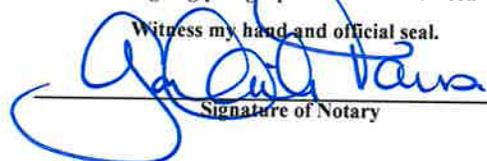
On February 26, 2019, before me, Gabriela Torres, Notary Public personally appeared

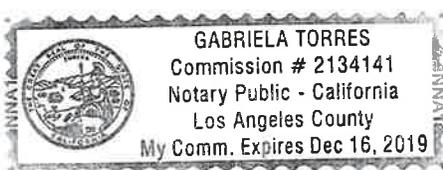
Tim J. Baskin
Name of Person signing

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.


Signature of Notary





MINUTES
KEIZER CITY COUNCIL WORK SESSION
Monday, February 11, 2019
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 5:45 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
- Tracy Davis, City Recorder

DISCUSSION
a. City Council Orientation

City Attorney Shannon Johnson gave a slide presentation covering the statewide land use system, quasi-judicial and legislative decisions, the Area C "Big Box amendment, ex parte contacts and bias, conflict of interest, non-land use decisions, Roberts Rules of Order, public meetings and executive sessions, public records, social media and interaction with the public.

Mayor Clark then reviewed various sections of the Council Rules of Procedures and provided tips for success. City Recorder Tracy Davis reviewed the travel and reimbursement policies.

Discussion took place with staff fielding questions regarding various subjects.

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:15 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: _____



MINUTES
KEIZER CITY COUNCIL
Tuesday, February 19, 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
Anne Farris, Youth 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

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

None

COMMITTEE REPORTS

Zaira Flores-Marin, Keizer, shared information regarding the most recent Parks Board meeting noting that a matching grant had been awarded for exercise equipment in Claggett and Country Glen parks and that the solar project providing electricity for the Peggy & Jerry Moore Community Garden has been completed.

PUBLIC TESTIMONY

Susan Rogers, Salem, invited everyone to the HIV Alliance Open House on March 6 and shared information about the Alliance.

PUBLIC HEARING
a. Windsor Island Golf Center Liquor License Application

Mayor Clark opened the Public Hearing.

City Manager Chris Eppley read his staff report.

Rich and Heather Howard, Keizer, owners, shared information about the facility and future plans.

With no further testimony Mayor Clark closed the Public Hearing.

Councilor Freeman moved that the Keizer City Council recommend approval of the application for a liquor license for Windsor Island Golf Center under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer and to forward this recommendation to the Oregon Liquor Control Commission for final approval. Councilor

Herrera seconded.

Councilor Parsons indicated that she had actual conflict of interest and would therefore abstain from voting.

Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: Parsons (1)

ABSENT: None (0)

ADMINISTRATIVE ACTION

a. RESOLUTION – Adopting Land Use and Sign Permit Fees Unrelated to Partitions and Subdivisions; Repealing R2018-2896

City Attorney Shannon Johnson summarized his staff report and paused to allow an opportunity for public comment. There were no comments from the audience.

Councilor Freeman moved that the Keizer City Council adopt a Resolution Adopting Land Use and Sign Permit Fees Unrelated to Partitions and Subdivisions; Repealing R2018-2896. 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. Civic Center Digital Message Board

Mr. Johnson summarized his staff report and reviewed the options available. Discussion followed regarding signage on the building, size of the reader board, vandalism, applying for a variance, and placement.

Councilor Freeman moved that the Keizer City Council direct staff to remove the second line of lettering on the building and approve the 17.5 square foot size electronic message sign. 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 Freeman moved that the Keizer City Council authorize the Keizer City Manager to apply for a Conditional Use Permit for the electronic message sign. 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 – 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

Councilor Freeman moved for approval 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)

COUNCIL LIAISON REPORTS

Councilor Kohler reported on Claggett Creek Watershed Council meeting and announced upcoming meetings and events.

Councilor Reid reported on the Traffic Safety/Bikeways/Pedestrian Committee meeting, reviewed meetings that she had attended and announced upcoming meetings and events.

Councilor Freeman urged everyone to participate in the Civic Center cleanup event on March 16, commended Public Works and the contractor who worked on the Robindale sewer, reviewed meetings and events she had attended and announced upcoming ones.

Councilor Smith reported on the Marion County Commissioner breakfast.

Councilor Parsons shared information about the Keizer Police Citizen Academy and events she had attended, and announced upcoming meetings and volunteer openings.

Councilor Herrera complimented Nate Brown on the recent Revitalization Open House, announced various activities he is taking part in to increase Latino involvement, and expressed his condolences to the Carl Beach family for their loss.

Youth Councilor Anne Farris announced several events at McNary and noted that volunteers are needed for Capital College Night in April.

Mayor Clark noted that the Keizer Little League Park Long Range Planning Task Force meeting date had been changed and commended Elizabeth Sagmiller and staff for their good work on the Stormwater permit. She shared information regarding the upcoming Council of Governments dinner as well as meetings and events she had attended, and announced upcoming meetings and events not yet covered in earlier

reports. She also expressed her condolences to the families of Carl Beach and Evelyn Wood.

OTHER BUSINESS Community Development Director invited everyone to the Buildable Lands Inventory/Housing Needs Analysis Open House noting that this was the 'kingpin' to all the questions about the urban growth boundary.

WRITTEN COMMUNICATIONS Mayor Clark shared thank you notes from Dianne Monroe and Tom and Sheryl Bauer, and letters from Salem Mayor Chuck Bennett and FEMA.

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, 5:45 p.m. – Long Range Planning Task Force Meeting

March 18, 2019, 7:00 p.m. – City Council Meeting

ADJOURNMENT Mayor Clark adjourned the meeting at 8:15 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: _____