

CITY OF KEIZER MISSION STATEMENT

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

A G E N D A

KEIZER CITY COUNCIL

SPECIAL SESSION

Monday, August 1, 2016

6:00 p.m.

Robert L. Simon Council Chambers

Keizer Civic Center

Keizer, Oregon 97303

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

a. City Council Position Number One Applicant Presentation

b. RESOLUTION – Validating Appointment to City Council Position Number One

4. OTHER BUSINESS

5. ADJOURNMENT

Upon request, auxiliary aids and/or special services for those with disabilities will be provided. To request services, please contact us at (503) 390-3700 or through Oregon Relay 1-800-735-2900 at least two working days (48 hours) in advance.

SPECIAL COUNCIL MEETING: August 1, 2016

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCILOR MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: CITY COUNCIL POSITION NUMBER ONE APPOINTMENT

ISSUE:

On May 16, 2016 Dennis Koho submitted a letter of resignation effective July 1, 2016 from Position Number One on the Keizer City Council. Council President Koho was elected in November 2012 and was serving a four-year term scheduled to expire in January 2017. The City Charter specifies the Council shall declare an office vacant upon the resignation of a Council member. At the meeting on July 5, 2016, the Council adopted a Resolution declaring Council Position Number One vacant.

The Charter states that a vacant elective office shall be filled by appointment by a majority of the remaining members of the Council. With the adoption of the City Council Rules of Procedure, an appointment process has been established.

A press release was distributed explaining that citizens interested in being considered for the appointment should submit their resume and a letter of interest outlining their qualifications for the position. As of the July 22nd deadline, two letters of interest were received. Mark Caillier and Eamon Bishop has been invited to attend tonight's special session to give a brief presentation.

The City Council Rules of Procedure outline the appointment process as follows:

16.4 Process for Appointment – Upon declaration of the vacancy, the Council shall adopt a timeline for the appointment process. A press release will be issued inviting members of the community, who meet the qualifications as outlined in the Charter, to submit a letter of interest and resume. Only candidates who have submitted the letter and resume by the deadline determined by the Council may be considered. Within 45 days of the declaration of vacancy, the Council shall appoint the replacement Councilor as set forth in this Section.

16.5 Presentation Process – The candidates shall be invited to make a presentation before the City Council. The presentation process is as follows:

1. Presentation length: Five minutes. There is to be no discussion or questions by the Council whatsoever, except for the written questions noted below.
2. Order of the presentations: Drawn from the official bucket.
3. Candidates will be requested to sequester themselves outside the Council Chambers until time for their presentation so they will not gain advantage by listening to the other candidates. They may remain in the audience after their presentation.
4. Each of the six current council members may submit a written question to be given the candidates. The candidates may choose to address the questions in their presentations. The deadline for submittal of the questions shall be one week before the presentation.
5. Following close of the presentation, all candidates who have submitted a letter of interest and resume shall be considered and formal nominations shall not be made.

16.6 Appointment Vote – The Presiding Officer or City Attorney shall review the appointment process with members of the audience prior to any votes being taken. Written ballots shall be prepared containing the names of all of the candidates. The following voting process will be followed:

- a) Each of the remaining members of the Council shall select one candidate and mark their ballot accordingly. If one candidate receives the majority of the votes of the remaining members of the Council, such candidate shall be appointed to fill the vacant position.
- b) If no candidate receives a majority vote of all remaining members of the Council on the first ballot, a second ballot shall be distributed. The second ballot shall contain the names of the two candidates receiving the most votes from the first ballot, unless a tie resulted from the first ballot. In a first place tie situation, all first place candidates will be placed on the second ballot. If there is one first place candidate and tied second place candidates then all first and second place candidates will be placed on the second ballot. Each remaining member of the Council shall select one candidate and mark their ballot accordingly. The candidate receiving a majority of the votes of the remaining members of the Council shall then be appointed to the vacant position.
- c) If no candidate receives a majority vote of all remaining members of the Council on the second ballot, a third and final ballot shall be distributed. The third and final ballot shall contain the names of the two candidates receiving the most votes from the second ballot, unless a tie resulted from the second ballot. In a first

place tie situation, all first place candidates will be placed on the third and final ballot. If there is one first place candidate and tied second place candidates then all first and second place candidates will be placed on a third and final ballot. Each remaining member of the Council shall select one candidate and mark their ballot accordingly. The candidate receiving the majority of the votes of the remaining members of the Council shall be appointed to the vacant position. In case of a tie vote on this third and final vote, the Council will select the replacement Councilor according to the procedure outlined in Section 16.7 – Tie Votes – Appointment Process.

d) By Resolution, the Council shall validate the appointment.

RECOMMENDATION:

It is recommended the Mayor announce the presentation process. It is further recommended when the presentation has been concluded, the City Council follow the voting procedures for Council vacancies as outlined in Section 16 of the City Council Rules of Procedure. Upon conclusion of the voting process, it is recommended the City Council adopt the attached Resolution Validating Appointment to City Council Position Number One. The successful candidate will be sworn in at tonight's regularly scheduled City Council meeting.

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

ESJ/tmh

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CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2016-_____

VALIDATING APPOINTMENT TO CITY COUNCIL
POSITION NUMBER ONE

WHEREAS, on May 16, 2016 Councilor Dennis Koho tendered his resignation from
City Council Position Number One Effective July 1, 2016;

WHEREAS, Councilor Koho was elected in November 2012 and his four-year term is
scheduled to expire January 2017;

WHEREAS, the City Charter states a vacant elective office shall be filled by
appointment by a majority vote of the remaining members of the City Council. The City
Council is required to validate the appointment;

WHEREAS, the remaining members of the City Council at the special meeting on this
date voted on the appointment to fill the vacancy in Council Position Number One;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the appointment of
_____ is hereby validated and that _____
shall fill the vacancy in City Council Position Number One for the remainder of the term.

BE IT FURTHER RESOLVED that this Resolution shall be effective upon its passage.

PASSED this _____ day of _____, 2016.

SIGNED this _____ day of _____, 2016.

Mayor

City Recorder

AGENDA

KEIZER CITY COUNCIL **REGULAR SESSION**

Monday, August 1, 2016

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. Council Position Number One – Oath of Office

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**

8. **ADMINISTRATIVE ACTION**

a. **ORDINANCE** – Regulating the Maintenance, Reconstruction, Alteration and Repair of Sidewalks; Repealing Ordinance No. 86-074
RESOLUTION – Establishing Permit Fee Relating to Alteration, Reconstruction, or Repairs of Sidewalks

9. **CONSENT CALENDAR**

a. **RESOLUTION** – Authorizing Disposition of Surplus Property (Police Department Vehicles)

- b. RESOLUTION – Authorizing Disposition of Surplus Property (Police Department Vehicles)
- c. RESOLUTION – Authorizing the City Manager to Enter Into An Agreement with Emery and Sons Construction Inc. for Otter Way Storm Drain Outfall Repair
- d. RESOLUTION – Designating Contract Signers for Banking Services and Authorizing Finance Director and City Manager to Designate Signers for Other Banking Functions: Repealing R2006-1663
RESOLUTION – Authorizing the Finance Director to Sign Master Service Agreement (Governmental Entities) and Other Financial Documents with U.S. Bank
- e. Approval of July 18, 2016 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

August 8, 2016

5:45 p.m. – City Council Work Session

- Police Staffing

August 15, 2016

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

September 6, 2016 (Tuesday)

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

14. ADJOURNMENT

Upon request, auxiliary aids and/or special services will be provided. To request services, please contact us at (503)390-3700 or through Oregon Relay at 1-800-735-2900 at least two working days (48 hours) in advance.

CITY COUNCIL MEETING: August 1, 2016

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: CITY COUNCIL POSITION #1 – OATH OF OFFICE

BACKGROUND:

On July 1, 2016 Councilor Dennis Koho resigned from his position on the Keizer City Council. Councilor Koho was elected in November 2012 and his four-year term was scheduled to expire in January 2017. At the July 5th, 2016 meeting, the City Council declared Council position #1 vacant and began the appointment process to fill this vacancy as outlined in the City Council Rules of Procedure.

ISSUE:

The deadline for submissions of letters of interest and resumes for this vacancy was July 22, 2016. The City received letters of interest and resumes from Eamon Bishop and Mark Caillier. Presentations will be given by both candidates at the special 6:00 p.m. meeting on Monday, August 1st. Upon conclusions of the presentation, the Council will vote to fill this vacancy.

RECOMMENDATION:

It is recommended Keizer City Attorney Shannon Johnson administer the oath of office to the selected candidate and then the new Councilor will take his spot at the dais.

CITY COUNCIL MEETING: August 1, 2016

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: ORDINANCE REGULATING THE MAINTENANCE,
RECONSTRUCTION, ALTERATION AND REPAIR OF
SIDEWALKS**

The City Council adopted Ordinance No. 86-074 (An Ordinance Regulating the Reconstruction, Alteration and Repair of Sidewalks) on December 15, 1986. At the time that the Ordinance was adopted, the state statutes placed the responsibility for maintenance and repair of sidewalks on the property owners and the courts have upheld the right of cities to make the property owners responsible. However, Keizer's current Ordinance speaks generally of the responsibility of the abutting property owner's, but not specifically make the abutting property owner's liable to persons injured. Because of this, there is exposure to the City for injuries that should be the responsibility of the abutting property owner.

The current Ordinance should be amended to make it clear of the maintenance, repair, and liability responsibilities of the City and the property owner. Therefore, it is appropriate to adopt a new Ordinance. Such Ordinance is attached for your consideration.

Also attached for your consideration is a Resolution establishing permit and inspection fees relating to reconstruction, alteration and repair of sidewalks. Staff is recommending a \$70.00 fee to defray staff costs in administering the program.

RECOMMENDATION:

Though this is not scheduled for public hearing, state law requires an allowance for comment before adopting fees. The Mayor should invite comment after my staff report. If there are no questions, staff recommends adopting the attached Ordinance and Resolution.

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

ESJ/tmh

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A BILL
FOR
AN ORDINANCE

ORDINANCE NO.
2016-_____

REGULATING THE MAINTENANCE, RECONSTRUCTION,
ALTERATION AND REPAIR OF SIDEWALKS; **REPEALING**
ORDINANCE NO. 86-074

WHEREAS, the City Council has reviewed the general condition of sidewalks in
the City of Keizer;

WHEREAS, the City Council has reviewed the City’s financial resources;

WHEREAS, the responsibility for maintenance and repair of sidewalks prior to
November 1982 was by statute placed on property owners;

WHEREAS, the courts have upheld the right of cities to place the responsibility
for maintenance and repair of sidewalks upon the property owners;

WHEREAS, the City Council adopted Ordinance No. 86-074 regulating the
reconstruction, alteration and repair of sidewalks on December 15, 1986;

WHEREAS, the City Council has determined that it is in the best interest of the
public health, safety, and welfare that responsibility for maintenance and repair of
sidewalks continue to be placed upon the abutting property owners in the City;

WHEREAS, it is appropriate that abutting property owners be liable for injuries
caused by defective sidewalks;

1 The City of Keizer ordains as follows:

2 Section 1. FINDINGS. The City Council of the City of Keizer makes the
3 following findings:

4 (A) The general condition of sidewalks overall in Keizer is adequate and not a
5 danger to the public.

6 (B) Keizer is without sufficient staff resources for the continual inspection and
7 repair of sidewalks or the removal of trees, shrubs or roots obstructing or damaging
8 sidewalks.

9 (C) Keizer is without sufficient funds to hire additional staff to continually
10 inspect or repair sidewalks within the City.

11 (D) Keizer is without sufficient funds to undertake the ongoing inspection,
12 repair and maintenance of sidewalks within the City.

13 Section 2. SIDEWALK MAINTENANCE STANDARDS; INSPECTIONS.

14 (A) The standards for the maintenance of sidewalks in usable condition are
15 attached hereto as Exhibit “1” and by this reference incorporated herein. The City
16 Manager may prescribe additional standards for the maintenance of sidewalks in usable
17 condition if the City Manager deems it appropriate to maintain the effective use of
18 sidewalk surfaces by pedestrians.

19 (B) Whenever the City Manager or designee learns of any condition in a
20 sidewalk which may not conform to the standards specified in subsection (A) of this

1 section, the City Manager or designee shall cause the sidewalk to be inspected and, if not
2 in compliance with the standards herein, shall proceed as provided in Section 4.

3 (C) As used herein, “sidewalk” means all paved surface lying between the
4 curb-lines or the lateral lines of the public roadway and the adjacent property lines, or
5 lying within a public easement adjacent to a public roadway, that is intended for the use
6 by pedestrians.

7 (1) “Sidewalk” does not include “Bicycle Lane” or “Bicycle Path” as those
8 terms are defined by Oregon statutes.

9 Section 3. DUTIES OF ABUTTING OWNER.

10 (A) It shall be the affirmative duty of every owner of property abutting a
11 sidewalk to maintain the sidewalk in accordance with the standards adopted pursuant to
12 Section 2.

13 (B) It shall be the duty of such owner, either upon notice given pursuant to
14 Section 4, or upon acquiring actual knowledge that the sidewalk abutting such owner’s
15 property does not comply with the standards adopted pursuant to Section 2 do all of the
16 following:

17 (1) Immediately post barricades or warning devices reasonably calculated to
18 provide notice of the defect to pedestrians using the sidewalk;

19 (2) Cause repair or reconstruction of the sidewalk to the then current
20 specifications after obtaining a permit if required by Section 7;

1 (3) Insure that the barricades or warning devices remain in place until the
2 reconstruction or repairs are completed.

3 Section 4. NOTICE TO REPAIR; ACTION UPON REFUSAL; APPEAL.

4 (A) If, upon inspection as provided in Section 2, the City Manager or designee
5 determines that a sidewalk or portion thereof does not meet the standards provided in
6 Section 2, the City Manager or designee shall cause written notice of the defect to be
7 mailed to the owner or owners of the property abutting the sidewalk. Such notice shall
8 describe the defect, require compliance as provided in Section 3, and this section, and
9 give notice of the applicable provisions of this section. The notice shall be mailed to the
10 subject property AND to the address listed in the Marion County Tax Assessor's record.

11 (B) The notice shall give notice of the property owner's liability pursuant to
12 Section 5.

13 (C) Unless exempt under Section 7, the notice shall require that a permit to
14 undertake repair or reconstruction as required by Section 7 be obtained within ten (10)
15 calendar days of the date of the notice, and that the work be completed within the time
16 period determined by the City Manager or designee considering limitations of weather
17 and season, not to exceed sixty (60) days. Such period may be extended in the City
18 Manager's or designee's discretion upon written application showing good cause
19 therefor. The notice shall also state that warning devices or barricades must be placed
20 and maintained by the owner until repair/replacement is complete.

1 (D) If, in the opinion of the City Manager or designee, the defect in the
2 sidewalk represents an immediate and extreme hazard, the City Manager or designee
3 may cause barricades or warning devices to be immediately placed to give warning of the
4 hazard; and shall, if the abutting property is occupied, give written notice to the occupant
5 that such barricades or warning devices have been erected, from which time it shall be
6 the responsibility of both the owner and occupant to maintain adequate barricades or
7 warning devices continually in place. Within ten (10) days of notice under this section,
8 both the owner and occupant shall be responsible for placing substitute barricades or
9 warnings in which event the City Manager or designee shall cause the City's equipment
10 to be removed.

11 (E) Any person to whom the notice prescribed in subsection (A) of this section
12 is directed may appeal therefrom to the Council by giving written notice of appeal to the
13 City Recorder within ten (10) days of the date the notice was mailed or delivered
14 whichever is the earlier date. The notice of appeal shall state one or more of the
15 following grounds:

16 (1) That the alleged defect is not in violation of the standards adopted
17 under Section 2.

18 (2) That the alleged defect is not hazardous in fact because of special
19 conditions in the particular case.

20 (3) That the compliance period is unreasonable.

1 (4) That a requested extension of the compliance period was
2 unreasonably denied.

3 (5) That the person to whom notice has been given is not the owner of
4 the property adjacent to the allegedly defective sidewalk.

5 (F) Upon receiving a notice of appeal, the City Recorder shall set the matter
6 for public hearing before the Council and give notice thereof to the appellant. Following
7 the hearing, the Council may affirm, reverse, or modify the City Manager's or designee's
8 action.

9 (G) If no appeal is filed within the time provided in subsection (E) of this
10 section and if required, no required permit has been obtained or the repairs are not
11 completed as required by the notice, or if the direction of the Council following an
12 appeal is not complied with, the City Manager or designee may proceed as provided in
13 Section 6.

14 Section 5. LIABILITY FOR DAMAGES.

15 (A) The owner of property abutting to a sidewalk that fails to comply with
16 applicable standards shall be liable to any person suffering bodily injuries, property
17 damage, or both, as a result of any breach of the duty imposed upon the owner under
18 Section 3.

19 (B) In the event any action naming the City or any of its officers, employees, or
20 agents is brought as a result of any alleged defective condition in a sidewalk, the owner

1 of property abutting the defective sidewalk shall indemnify and defend the City, its
2 officers, employees and agents, if the defective condition was the result of the duty
3 imposed upon the owner under Section 3.

4 (C) Neither the City nor its officers, employees, or agents acting in the course
5 and scope of their duties shall be liable to any person who asserts a claim based upon
6 bodily injuries or property damage as a result of any breach of the duty imposed upon the
7 owner under Section 3.

8 Section 6. PROCEDURE FOR INITIATING SIDEWALK REPAIR AFTER
9 NOTICE.

10 (A) If a property owner fails to take action in accordance with Section 4 and
11 the notice sent to the property owner, then the City Manager or designee may, but is not
12 required to, proceed to construct, reconstruct, clean, repair, or take such action as is
13 necessary to bring a sidewalk or the space below or around the sidewalk into
14 conformance with this Ordinance. The decision to take any action under this subsection
15 is in the sole discretion of the City Manager or designee taking into account such factors
16 that include, but are not limited to, available funding and the severity of the existing
17 sidewalk defect.

18 (B) Where the City Manager or designee takes action under subsection 6(A) of
19 this Ordinance, the City Manager or designee shall keep an accurate account of the cost
20 of labor, including inspection services, and material required for the construction,

1 reconstruction, cleaning, repair, or other action necessary to bring the sidewalk into
2 compliance with this Ordinance. Such cost, plus an amount equal to ten percent of the
3 cost of labor and materials to defray administrative costs, including, but not limited to
4 preparing and serving the notice, engineering, and advertising, shall be a lien upon the
5 owner's property.

6 (C) When the City shall have done, or shall have caused to be done, any work,
7 as described above, and when the cost thereof shall have been determined, the City shall,
8 by first-class and certified mail, notify the owner or owners of the premises abutting or
9 adjoin the sidewalk or property between the same and the adjacent land that the work has
10 been done and that the cost thereof is being charged to the owner and shall become a lien
11 against and upon the premises, which notice shall be in writing, giving the description of
12 the premises affected, the cost of work done and a brief description of the type of work
13 done, and shall notify the owner that unless said costs are paid within thirty (30) days
14 from the date of giving notice that the costs shall be entered in the lien records of the
15 City.

16 (D) If the cost is not paid within thirty (30) days from the giving of the notice
17 described in Section 6(C) above, the Council shall, by Ordinance, direct the City
18 Recorder to enter in the docket of City liens the amount assessed upon the particular tract
19 or parcel of land with the names of the record owners thereof. Upon such entry in the
20 lien docket the amount so entered shall be immediately due and payable and shall be a

1 lien and charge upon the respective lots, tracts or parcels of land against which the same
2 are placed. Such lien shall be first and prior to all other liens, except as otherwise
3 provided by law. Interest shall be charged at the rate of nine percent (9%) per annum
4 until paid on all amounts not paid within thirty (30) days from the date of such entry.
5 The collection or foreclosure of such lien shall be done or performed substantially in the
6 same manner as assessments for local improvements. Minor irregularities and
7 informalities shall be disregarded.

8 Section 7. PERMIT TO RECONSTRUCT OR REPAIR REQUIRED. No
9 person shall alter, reconstruct or repair any sidewalk without first obtaining a permit to
10 do so from the City. If the total area of reconstruction or repair is less than fifteen (15)
11 lineal feet and not located in a driveway or Americans with Disabilities Act ramp area,
12 then such person is exempt from this permit requirement. Regardless of whether a
13 permit is required, all work on the sidewalk area shall meet applicable requirements,
14 including, but not limited to, the requirements of the Americans with Disabilities Act.

15 Section 8. APPLICATION. Application for the permit required by Section 7
16 shall be made to the Public Works Department and shall describe the location, width,
17 length, and material proposed to be used, and shall contain such other information as the
18 City Manager or designee may deem necessary to secure compliance with the provisions
19 of this Ordinance. The applicant shall be accompanied with a permit fee in the amount
20 as prescribed by Resolution of the City Council.

1 Section 9. DUTY OF PROPERTY OWNERS TO KEEP SIDEWALKS SAFE,
2 CLEAN, ETC.

3 (A) To allow safe use by the public, it shall be the duty of the owners, lessees,
4 and occupants of all property abutting upon or adjacent to any sidewalk to keep such
5 sidewalk as reasonably free from excess accumulation of ice, snow, dirt, vegetation, or
6 debris as circumstances shall allow.

7 (B) The owners, lessees, and occupants shall be liable to any person suffering
8 bodily injuries or property damage as a result of any breach of a duty imposed under
9 subsection (A) of this section.

10 (C) In the event any action naming the City or any of its officers, employees, or
11 agents is brought as a result of any failure to comply with the duty imposed under
12 subsection (A) of this section, the owner of the property abutting the defective sidewalk
13 shall indemnify and defend the City, its officers, employees, and agents, in the event it is
14 established in such action that the occurrence or condition giving rise to the action could
15 have been prevented had such owner not breached a duty imposed under subsection (A)
16 of this section.

17 (D) Neither the City nor its officers, employees, or agents acting in the scope of
18 their duties shall be liable to any person having a remedy under subsection (B) of this
19 section.

20 (E) Whenever any owner, lessee, or occupant of any property neglects to

1 perform the duty imposed under subsection (A) of this Section, the City Manager or
2 designee shall post and mail a notice and order the owner, lessee, or occupant to remedy
3 such neglect. Such notice shall describe the neglect, require compliance as provided in
4 this section, and give notice of the property owner's liability pursuant to this section.
5 The notice shall be effective upon posting upon the owner's property. In case the person
6 then fails to make such sidewalk safe or to clean the same or to clear the same of ice,
7 snow, dirt, vegetation, or debris within such time as the City Manager or designee may
8 have specified in the notice and order, then the City Manager or designee shall proceed
9 as provided in Section 11(B) or 11(C).

10 Section 10. COMPLIANCE WITH ORDINANCE. It shall be unlawful for the
11 owner, lessee, or occupant of any property, or for any contractor, agent or employee of
12 such persons, to construct, reconstruct, or repair any sidewalk in any manner contrary to
13 the provisions of this Ordinance, or any permit or order issued under this Ordinance. It
14 shall be unlawful for the owner, lessee, or occupant of any property to fail to maintain
15 any sidewalk in accordance with the provisions of this Ordinance.

16 Section 11. PERMIT REVOCATION; INFRACTION; REMEDIES.

17 (A) Permit Revocation.

18 (1) The City Manager or designee may revoke a permit required by this
19 Ordinance upon a finding that:

20 (a) Inaccurate information was used to obtain the permit;

1 (b) The applicant is not complying with the terms of the permit
2 or the provisions of this Ordinance;

3 (c) The work is, or threatens to become a hazard to property or
4 public safety; is adversely affecting or about to adversely affect adjacent property or
5 rights-of-way; or is otherwise adversely affecting the public health, safety, or welfare.

6 (2) The City Manager or designee shall issue a written notice specifying
7 the nature of the violation or problem which must be remedied prior to resuming other
8 work on the project.

9 (B) Compliance. Any owner who fails to comply with the requirements of this
10 Ordinance, including any notice hereunder, or does not comply with the terms of a
11 required permit; or who undertakes an activity regulated by this Ordinance without first
12 obtaining a required permit; or who fails to stop work if a permit has been revoked, shall
13 be subject to a city infraction not to exceed \$500 per violation. Each day that a violation
14 continues shall constitute a separate violation.

15 (C) The remedies provided in this Ordinance are cumulative and not mutually
16 exclusive and are in addition to any other rights, remedies and penalties available to the
17 City under any other provision of law.

18 Section 12. REPEAL OF ORDINANCE NO. 86-074. Ordinance No. 86-074
19 (An Ordinance Regulating the Reconstruction, Alteration and Repair of Sidewalks) is
20 hereby repealed in its entirety, but such Ordinance shall remain in force for the purpose

1 of enforcing any violation under such Ordinance that existed prior to the date of this
2 Ordinance.

3 Section 13. EFFECTIVE DATE. This Ordinance shall take effect thirty (30)
4 days after its passage.

5 PASSED this _____ day of _____, 2016.

6

7 SIGNED this _____ day of _____, 2016.

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Mayor

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City Recorder

EXHIBIT “1”

SIDEWALK REPAIR CRITERIA

Sidewalk defects that, in the judgment of the City Manager or the City Manager’s designee, would cause a pedestrian or jogger to trip or slip, or that would deflect or abruptly stop a wheeled vehicle, such as a wheelchair or skateboard, etc., shall be repaired. The following criteria are a guide to the City Manager or the City Manager’s designee in evaluating if a sidewalk presents a public hazard warranting its repair. In all cases, the judgment of the City Manager or the City Manager’s designee will be the controlling factor in the determination of whether or not a sidewalk creates a hazard requiring correction.

1. Adjoining sections or portions thereof whose edges differ vertically by more than $\frac{3}{4}$ inch.
2. Any section having a crack(s) or hole(s) greater than two inches wide by two inches deep.
3. Sections that have a sudden dip or rise in grade (tangents with slope difference more than 2 inches per foot with no radius at the intersection point).
4. Sections having depressions, reverse cross-slope (draining water away from street) or below curb grade so as to impound mud or water.
5. Sections that have raveled or spalled resulting in aggregate protruding more than $\frac{3}{4}$ inch above the surface.
6. Paved or landscaped areas between the curb and sidewalk that protrude above the sidewalk and cause water to pond, drain, or flow along the sidewalk. This condition shall be corrected by lowering the area to a grade line between curb and sidewalk.
7. Repairs of utility vaults, valves or boxes that are not to proper grade shall be the responsibility of the appropriate utility company or City, together with any adjacent sidewalk defects in connection with such appurtenances.
8. The City Manager may refer to the City Council the decision in its discretion to determine reconstruction responsibility for sidewalk defects that occur as a result of major flooding or any other similar occurrence.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2016-_____

ESTABLISHING PERMIT FEE RELATING TO ALTERATION,
RECONSTRUCTION OR REPAIR OF SIDEWALKS

WHEREAS, the Keizer City Council adopted an Ordinance Regulating the
Maintenance, Reconstruction, Alteration and Repair of Sidewalks;

WHEREAS, the City Council of the City of Keizer wishes to establish a permit
fee relating to alteration, reconstruction or repair of sidewalks to help cover the cost of
processing the applications and conducting inspections;

WHEREAS, the City Council requested public input regarding the proposed fee
on August 1, 2016;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that a permit fee of
\$70.00 is adopted for applications relating to alteration, reconstruction or repair of
sidewalks.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer, that the
fee identified herein shall automatically be adjusted every three years using the Portland
Consumer Price Index for Wage Earners beginning July 1, 2018.

BE IT FURTHER RESOLVED that the automatic adjustments be rounded
pursuant to the following methodology:

- 1 1. Fees that are one dollar or less shall be rounded to the nearest cent.
- 2 2. Fees that are over one dollar and up to ten dollars shall be rounded to the
- 3 nearest five cent increment.
- 4 3. Fees over ten dollars and up to one hundred dollars shall be rounded to the
- 5 nearest whole dollar.
- 6 4. Fees over one hundred dollars shall be rounded to the nearest five dollar
- 7 increment.
- 8 5. When an indexed fee is half way or more between the lower increment and the
- 9 higher increment, the fee will be increased to the next increment.
- 10 6. When an indexed fee is less than half way between the lower increment and
- 11 the higher increment, the fee will be set to the lower increment.

12 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately

13 upon the date of its passage.

14 PASSED this _____ day of _____, 2016.

15 SIGNED this _____ day of _____, 2016.

16

17 _____

18 Mayor

19

20 _____

21 City Recorder

COUNCIL MEETING: August 1, 2016

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: CHRIS EPPLEY
CITY MANAGER**

**THROUGH: JOHN TEAGUE
CHIEF OF POLICE**

SUBJECT: SURPLUS OF POLICE VEHICLES

ISSUE:

The City of Keizer owns the following police vehicles that are of no further use to the Keizer Police Department:

2000 Dodge Durango VIN 1B4HS28N0YF268626. Mileage: 157,116.

This vehicle is assigned to the Community Response Unit and has an estimated value of \$1,200.

1990 Honda Accord EX VIN JHMCB7663LC087843. Mileage: 167,963.

This vehicle is assigned to the Community Response Unit and has an estimated value of \$1,200.

2004 Honda VIN 1HGCM66514A036904. Mileage: 133,900. Totaled and Reconstructed title.

This vehicle is assigned to the Community Response Unit and has an estimated value of \$1,500.

RECOMMENDATION:

Authorize the vehicles to be auctioned following the procedures set forth in Surplus Property Ordinance 2008-579.

Transfer the proceeds of the vehicle sales to the Keizer Police Department to fund the cost of a replacement vehicle for the Community Response Unit.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2016-_____

4
5 AUTHORIZING DISPOSITION OF SURPLUS PROPERTY
6 (POLICE DEPARTMENT VEHICLES)
7

8 WHEREAS, Ordinance No. 2008-579 allows for surplus property to be disposed of;

9 WHEREAS, the Keizer Police Department vehicles identified on the attached list
10 have been identified as being of no further use for public purposes;

11 WHEREAS, the above referenced Ordinance allows the disposal of City-owned
12 surplus property by several methods, including any method that in the City's discretion is in
13 the best interests of the City;

14 WHEREAS, staff has recommended the disposal of the vehicles identified on the
15 attached list as surplus property because they are no longer useful or needed;

16 WHEREAS, the City Manager approves of the disposal of the police vehicles
17 identified on the attached list as surplus property;

18 NOW, THEREFORE,

19 BE IT RESOLVED that the City Council of the City of Keizer declares the vehicles
20 identified on the attached list to be surplus property.

21 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
22 identified vehicles be disposed of by auctioning as allowed under the procedures set forth in
23 Ordinance No. 2008-579.

24 ///

25 ///

26 ///

1 BE IT FURTHER RESOLVED that the City Manager is authorized to take any and
2 all necessary acts to effectuate the disposal of the surplus property.

3 BE IT FURTHER RESOLVED that the proceeds of the surplus property auction
4 shall be applied to the police miscellaneous revenue in the General Fund to be used to fund
5 the cost of a replacement vehicle for the Community Response Unit.

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

8 PASSED this _____ day of _____, 2016.

9
10 SIGNED this _____ day of _____, 2016.

11
12
13 _____
14 Mayor

15
16 _____
17 City Recorder

EXHIBIT "A"

2000 Dodge Durango VIN 1B4HS28N0YF268626. Mileage: 157,116.
Estimated value of \$1,200.

1990 Honda Accord EX VIN JHMCB7663LC087843. Mileage: 167,963.
Estimated value of \$1,200.

2004 Honda VIN 1HGCM66514A036904. Mileage: 133,900. Totaled and Reconstructed title.
Estimated value of \$1,500.

COUNCIL MEETING: August 1, 2016

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: CHRIS EPPLEY
CITY MANAGER**

**THROUGH: JOHN TEAGUE
CHIEF OF POLICE**

SUBJECT: SURPLUS OF POLICE VEHICLES

ISSUE:

The City of Keizer owns the following police vehicles that are of no further use to the Keizer Police Department:

(3) 2012 Dodge Charger Police vehicles. VINs 2C3CDXAG4CH266731, 2C3CDXAG8CH266733, 2C3CDXAG6CH266732. Mileage: Approx. 60,000-65,000.

These vehicles are assigned to the Patrol Division and have an estimated value of approximately \$10,000 each. Each have been in service for four (4) years and are scheduled to be replaced with three (3) Ford Interceptor Utility vehicles this fall. These vehicles will be offered for sale to other law enforcement agencies before a public auction.

RECOMMENDATION:

Authorize the vehicles to be transferred or auctioned following the procedures set forth in Surplus Property Ordinance 2008-579.

Proceeds of the vehicle sales to be transferred to the General Fund to offset the cost of the replacement vehicles.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2016-_____

4
5 AUTHORIZING DISPOSITION OF SURPLUS PROPERTY
6 (POLICE DEPARTMENT VEHICLES)
7

8 WHEREAS, Ordinance No. 2008-579 allows for surplus property to be disposed of;

9 WHEREAS, the Keizer Police Department vehicles identified on the attached list
10 have been identified as being of no further use for public purposes;

11 WHEREAS, the above referenced Ordinance allows the disposal of City-owned
12 surplus property by several methods, including any method that in the City's discretion is in
13 the best interests of the City;

14 WHEREAS, staff has recommended the disposal of the vehicles identified on the
15 attached list as surplus property because they are no longer useful or needed;

16 WHEREAS, the City Manager approves of the disposal of the police vehicles
17 identified on the attached list as surplus property;

18 NOW, THEREFORE,

19 BE IT RESOLVED that the City Council of the City of Keizer declares the vehicles
20 identified on the attached list to be surplus property.

21 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
22 identified vehicles be disposed of by auctioning as allowed under the procedures set forth in
23 Ordinance No. 2008-579.

24 ///

25 ///

26 ///

1 BE IT FURTHER RESOLVED that the City Manager is authorized to take any and
2 all necessary acts to effectuate the disposal of the surplus property.

3 BE IT FURTHER RESOLVED that the proceeds of the surplus property auction
4 shall be applied to the police miscellaneous revenue in the General Fund to be used to fund
5 the cost of a replacement vehicles.

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

8 PASSED this _____ day of _____, 2016.

9
10 SIGNED this _____ day of _____, 2016.

11
12
13
14 _____
15 Mayor

16
17 _____
City Recorder

EXHIBIT "A"

2012 Dodge Charger VIN 2C3CDXAG4CH266731.
Estimated value of \$10,000.

2012 Dodge Charger VIN 2C3CDXAG8CH266733.
Estimated value of \$10,000.

2012 Dodge Charger VIN 2C3CDXAG6CH266732.
Estimated value of \$10,000.

CITY COUNCIL MEETING: August 1, 2016

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: OTTER WAY STORM DRAIN OUTFALL REPAIR

DATE: July 25, 2016

BACKGROUND:

This past spring staff was contacted about a failure of the storm drain outfall line on Otter Way North. Upon inspection and evaluation of the problem staff discovered the existing pipe had failed causing erosion in the hillside and that the actual outfall of the pipe was not located in a preferred location. Staff also discovered there was no easement recorded for the pipeline or the outfall.

Staff worked with the property owner and engineering staff to obtain a proper recorded easement for the pipeline and outfall and determined that late summer was the optimum time of year to perform the necessary repairs to lessen the impact to the hillside and allow the harvest of the crops being raised at the base of the hillside.

Bids were solicited through the informal bidding process to complete the work. A total of 3 bids were received and opened on July 22nd 2016. The bids ranged from a high of \$97,196.60 to a low of \$81,788.00 with Emery & sons Construction Inc. submitting the lowest certified bid.

This project involves replacement of approximately 125 lineal feet of 10” concrete storm drain pipe, construction of a new outfall structure, slip lining approximately 80 feet of 10” concrete pipe, and restoration of the project site.

FISCAL IMPACT:

Funds for this project are available in the City Council adopted FY-16-17 Stormwater Fund budget – Line Item 70.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract with the low responsive bidder, **Emery & Sons Construction Inc.** in the amount of **\$81,788.00.00** for the Otter Way Storm Drain Outfall Repair Project.

Please contact me with any questions or concerns.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2016-____

4
5 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
6 AGREEMENT WITH EMERY & SONS CONSTRUCTION INC. FOR
7 OTTER WAY STORM DRAIN OUTFALL REPAIR

8
9 WHEREAS, an inspection and evaluation of a failure of the storm drain line on

10 Otter Way North indicated that the existing pipe had failed causing erosion in the
11 hillside;

12 WHEREAS, it was also discussed that the actual outfall of the pipe was not
13 located in a preferred location and that there was no easement recorded for the pipeline
14 or the outfall;

15 WHEREAS, staff negotiated with the property owners to obtain appropriate
16 easements for the storm drain pipe and outfall;

17 WHEREAS, staff solicited bids for the project, and three bids were received and
18 opened. Emery & Sons Construction Inc. submitted the low bid in the amount of
19 \$81,788.00. This bid has been reviewed and certified by the City Engineer;

20 NOW, THEREFORE,

21 BE IT RESOLVED by the City Council of the City of Keizer that the City
22 Manager is hereby authorized to enter into an agreement with Emery & Sons
23 Construction Inc. for a total cost of \$81,788.00 to perform the Otter Way storm drain
24 outfall repair project. Funding for this project is from the Stormwater Fund.

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

3 PASSED this _____ day of _____, 2016.

4

5 SIGNED this _____ day of _____, 2016.

6

7

8

9

Mayor

10

11

12

City Recorder

CITY COUNCIL MEETING: August 1, 2016

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: U.S. BANK AGREEMENTS; DESIGNATION OF CONTRACT SIGNERS

The City has been banking with U.S. Bank for several years. Upon replacement of the Finance Director, U.S. Bank has requested that the City sign a new Master Services Agreement and other financial documents to revise the appropriate signers for the City. The Master Service Agreement (Governmental Entities) attached to the Resolution designates the Mayor, the City Manager and the Finance Director as contract signers. Contract signers basically can do any banking function relating to the account. Some of the other financial documents attached to the Resolution designate certain other persons to perform functions such as initiating wire transfers and confirming wire transfers.

The City Council adopted Resolution R2006-1663 that designated checking account signers to sign checks on February 21, 2006. As a result of the new Master Services Agreement, it is appropriate to repeal Resolution R2006-1663 and replace it with the attached Resolution that designates contract signers. Staff has attempted to maintain financial control measures in place while matching the U.S. Bank documentation in such Resolution. For example, while the bank only requires one of the contract signers to perform services such as opening, adding, modifying, or closing accounts, the proposed Resolution requires two contract signers.

The proposed Resolution designates the Mayor, the City Manager, and the Finance Director as the only persons who can sign checks on the City's bank account. The Resolution allows the Finance Director or City Manager to designate persons for signers of other matters such as initiating wire transfers and confirming wire transfers.

Staff believes that it is appropriate to enter into the attached agreements and for Council to implement the designation of the contract signers, check signers, and the authorization to the Finance Director and City Manager for other financial signers.

RECOMMENDATION:

Adopt the attached Resolutions as follows:

1. Resolution Designating Contract Signers for Banking Services and Authorizing Finance Director and City Manager to Designate Signers for Other Banking Functions.
2. Resolution Authorizing the Finance Director to Sign Master Service Agreement (Governmental Entities) and Other Financial Documents With U.S. Bank.

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 R2016-____

4
5 DESIGNATING CONTRACT SIGNERS FOR BANKING SERVICES
6 AND AUTHORIZING FINANCE DIRECTOR AND CITY
7 MANAGER TO DESIGNATE SIGNERS FOR OTHER BANKING
8 FUNCTIONS; REPEALING RESOLUTION R2006-1663
9

10 WHEREAS, on February 21, 2006, the City Council designated checking account
11 signers to sign checks by Resolution R2006-1663;

12 WHEREAS, the Council has determined that there is a need to designate persons
13 for banking functions in addition to check signing;

14 WHEREAS, the Council has determined that the designations should be made in a
15 manner that keeps financial control measures in place to protect public assets;

16 NOW, THEREFORE,

17 BE IT RESOLVED by the City Council of the City of Keizer that any two of the
18 following persons are authorized to be contract signers for banking services:

- 19 a. Mayor Cathy Clark;
20 b. City Manager Christopher C. Eppley;
21 c. Finance Director Timothy E. Wood.

22 BE IT FURTHER RESOLVED that the following persons are authorized to sign
23 checks on the City's bank accounts:

- 24 a. Mayor Cathy Clark;
25 b. City Manager Christopher C. Eppley;

1 c. Finance Director Timothy E. Wood.

2 BE IT FURTHER RESOLVED that all other authorized employees for banking
3 functions (initiating wire transfers, confirming wire transfers, treasury management
4 services, etc.) other than opening, adding, modifying, or closing accounts and signing
5 checks shall be designated by Finance Director Timothy E. Wood or City Manager
6 Christopher C. Eppley.

7 BE IT FURTHER RESOLVED that Resolution R2006-1663 (Designating
8 Checking Account Signers) is hereby repealed in its entirety.

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

11 PASSED this _____ day of _____, 2016.

12

13 SIGNED this _____ day of _____, 2016.

14

15

16

Mayor

17

18

19

City Recorder

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2016-____

4
5 AUTHORIZING THE FINANCE DIRECTOR TO SIGN MASTER
6 SERVICE AGREEMENT (GOVERNMENTAL ENTITIES) AND
7 OTHER FINANCIAL DOCUMENTS WITH U.S. BANK
8

9 WHEREAS, the City has been banking at U.S. Bank for many years;

10 WHEREAS, it is necessary to change the designated check signers;

11 WHEREAS, U.S. Bank is requiring a new Master Services Agreement;

12 WHEREAS, it is appropriate to revise other banking documents at the same time
13 that a new Master Services Agreement is signed;

14 WHEREAS, the City Council has considered this matter and wishes to move
15 forward with such documentation;

16 NOW, THEREFORE,

17 BE IT RESOLVED by the City Council of the City of Keizer that the Finance
18 Director is authorized to sign the Master Services Agreement (Governmental Entities)
19 with U.S. Bank attached hereto and by this reference incorporated herein.

20 BE IT FURTHER RESOLVED that the Finance Director is authorized to sign
21 Appendix A, Appendix B, and the U.S. Bank Wire Transfer Authorization attached
22 hereto and by this reference incorporated herein.
23
24

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

3 PASSED this _____ day of _____, 2016.

4

5 SIGNED this _____ day of _____, 2016.

6

7

8

9

10

11

Mayor

City Recorder



Master Services Agreement (Governmental Entities)

Customer Tax Identification Number: _____

I, Timothy E. Wood, HEREBY CERTIFY that I am Finance Director
of City of Keizer, OR ("Customer"). I further certify that I have full power and lawful authority to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action required by its resolutions and other organizational documents, records or agreements to authorize the individuals listed below to act on behalf of Customer in all transactions contemplated under this MSA. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s). Customer hereby agrees as follows:

DEPOSIT ACCOUNTS:

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.

2. Any one (1) of the persons whose names and signatures appear in Appendix A (individually, an "Account Signer") are hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and are also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.

3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.

4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

TREASURY MANAGEMENT SERVICES:

5. Bank's treasury management services ("Treasury Management Service(s)") are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services.

6. Any one (1) of the persons whose names and signatures appear in Appendix B (individually, a "Treasury Management Signer") are empowered in the name of and on behalf of the Customer to enter into all transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.



Master Services Agreement (Governmental Entities)

MONEY CENTER AND SAFEKEEPING SERVICES:

7. Any one (1) of the persons referenced in Appendix M (individually, a "Money Center Signer") are each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank's Money Center division (the "Money Center") and any securities custodial business through the Bank's Safekeeping Department (the "Safekeeping Department"), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as "Money Center Services" and "Safekeeping Services", respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

FOREIGN EXCHANGE:

8. Bank is authorized by Customer to enter into foreign exchange transactions. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the foreign exchange services provided by Bank. Customer agrees to provide Bank with a copy of documents requested by Bank.

FOREIGN CURRENCY ACCOUNTS:

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names and signatures appear in Appendix C (individually, a "Foreign Currency Account Signer") are hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

OTHER SERVICES:

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

GENERAL:

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.

12. Any and all transactions by or in behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.

13. Customer agrees to furnish Bank with the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.



Master Services Agreement (Governmental Entities)

Each of the undersigned (individually and collectively, the "Contract Signers") certifies that, based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same.

Each of the Contract Signers further certifies that he or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with Customer authorizing Customer to act on such entity's behalf.

Each of the Contract Signers further certifies that the Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said signer.

The undersigned Contract Signers have executed this MSA as of the _____ day of August,
20 16 .

Contract Signer
Signature: _____
Print Name: Cathy Clark
Print Title: Mayor

Contract Signer
Signature: _____
Print Name: Christopher C. Eppley
Print Title: City Manager

Contract Signer
Signature: _____
Print Name: Timothy E. Wood
Print Title: Finance Director

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

For Internal Use Only:

Review _____ Validation Method _____ TL Review _____ Imaged _____



Appendix A

Account Signers

Customer Information

Customer Name: City of Keizer, Oregon

Tax Identification
Number: _____

Account Information

Account Name	Account Number	Tax Identification Number
City of Keizer		

Authorized Account Signers

Name	Title	Specimen Signature
Cathy Clark	Mayor	
Christopher C. Eppley	City Manager	
Timothy E. Wood	Finance Director	

The Contract Signer listed below represents and warrants to the Bank that: (i) the signatures listed above are the true and authentic signatures of the Authorized Account Signer(s); (ii) that each Customer listed above has taken all action required by its respective organizational documents to appoint the Authorized Account Signer(s); and (iii) he/she is authorized to complete this Appendix A for each Customer listed above.

Contract Signer Signature: _____

Print Title: Finance Director

Print Name: Timothy E. Wood

Date: August , 2016

CTN

For Internal Use Only:

Authorized Signers are related to the Master Services Agreement dated: _____

Review _____ Validation Method _____ TL Review _____ Imaged _____

Appendix B

Treasury Management Signers

Customer Information

Customer Name:	City of Keizer, Oregon	Tax Identification Number:
----------------	------------------------	----------------------------

Authorized Treasury Management Signers

[illegible]

The Contract Signer listed below further represents and warrants to the Bank that the signatures listed above are the true and authentic signatures of the Authorized Treasury Management Signer(s) and that Customer has taken all action required by its organizational documents to appoint the Authorized Treasury Management Signer(s).

Contract Signer Signature: _____	Print Title: _____	Finance Director
Print Name: Timothy E. Wood	Date: _____	August , 2016

For Internal Use Only:
Authorized Signers are related to the Master Services Agreement dated: _____

Review _____ Validation Method _____ TL Review _____ Imaged _____



U.S. Bank

Wire Transfer Authorization

The purpose of this form is to obtain information and authorization to add, modify or delete your Wire Transfer Service with U.S. Bank. Please complete the form in its entirety. Incomplete forms may cause a delay in the setup process for the wire service you have requested.

A separate form is required if any options defined on this form are different for individual users.

Note: Do not complete this form if CMT access is needed; complete the U.S. Bank CMT Authorization form.

If hand writing form, use blue or black pen and block lettering only.

Company Name: City of Keizer, Oregon **Phone Number:** 503-390-3700

Tax ID (TIN) Number: _____ **Lead Account Number:** _____

NOTE: Bank recommends designating at least three Authorized Users. Each individual listed on this form should serve as an Initiator or a Confirmer, but not both. Notwithstanding Bank's recommendation, if Customer identifies an Authorized User to act as both Initiator and Confirmer, Customer hereby authorizes U.S. Bank to process a wire initiated and confirmed by such Authorized User.

Initiator(s)

Customer authorizes the following individual(s) to initiate wire transfers from the accounts listed below. A Wire PIN will be assigned and mailed to each new Initiator. When requesting to delete initiators, users with International Wire (MT101) access will also be deleted unless otherwise noted in the comments section of this form.

Customer authorizes each initiator identified above to initiate wire transactions within the transaction limit threshold listed. A callback will occur on any wire initiated for more than the assigned threshold. Please review each bullet carefully.

- U.S. Bank mandates callbacks to a Confirmer for **voice initiated non-repetitive** wire transfers \$10,000 or more.
- Repetitive Wire transfers exceeding the limit indicated in the fields below will trigger a callback to a Confirmer.
- A value of zero (\$0) in either of the fields below will trigger callbacks on **ALL PIN** initiated wire transfers, including those initiated through Voice, SinglePoint, and CMT.
- A value entered less than the limits defined in SinglePoint or CMT will trigger a callback on the wires initiated through those applications.

If no dollar amount is listed, the Initiator will be set up with an unlimited dollar threshold amount.

Add Initiator	Modify Initiator	Delete Initiator	Initiator Name	Non Repetitive Wire Initiator Limit	Repetitive Wire Initiator Limit	Initiator Phone Number
☒	☐	☐	Karen Sergent	0	0	
☒	☐	☐	Heidi Locher	0	0	
☐	☐	☐				
☐	☐	☐				
☐	☐	☐				
☐	☐	☐				
☐	☐	☐				
☐	☐	☐				
☐	☐	☐				
☐	☐	☐				
☐	☐	☐				
☐	☐	☐				

Account Number(s)

Customer authorizes the above listed individual(s) to initiate wire transfers from accounts listed below in accordance with the Initiator's limits.

1. _____	6. _____	11. _____	16. _____
2. _____	7. _____	12. _____	17. _____
3. _____	8. _____	13. _____	18. _____
4. _____	9. _____	14. _____	19. _____
5. _____	10. _____	15. _____	20. _____



U.S. Bank

Wire Transfer Authorization

Confirmer(s)

Customer authorizes the following individual(s) to confirm wire transfers initiated from all accounts in the customer profile, in accordance with the Initiator's limits. A maximum of 15 Confirmers can be designated. For additional security, a Wire PIN and limit may be assigned to each Confirmer by completing the Confirmer with PIN/ Limits Authorization Form. When requesting to delete confirmers, users with International Wire (MT101) access will also be deleted unless otherwise noted in the comments section of this form.

Add Confirmer	Modify Confirmer	Delete Confirmer	Confirmer Name	Confirmer Phone Number (Required)	Confirmer Priority (Optional)
☒	☒	☒	Timothy E. Wood		1
☒	☒	☒	Stephanie Breeze		2
☐	☐	☐			
☐	☐	☐			
☐	☐	☐			
☐	☐	☐			
☐	☐	☐			
☐	☐	☐			
☐	☐	☐			
☐	☐	☐			
☐	☐	☐			
☐	☐	☐			
☐	☐	☐			
☐	☐	☐			
☐	☐	☐			

Standard Mail Wire Advice

DELETE: Customer selects the option to delete the Standard Mail Wire Advice on all accounts listed on this form. Standard Mail Wire Advice is the default setup for incoming and outgoing wires on all accounts.

☐ Delete **Outgoing and Incoming** Mail Wire Advices ☐ Delete **Outgoing** Mail Wire Advice Only ☐ Delete **Incoming** Mail Wire Advice Only

PIN Mailing Address

When establishing a new Initiator(s), a PIN mailing address is required. Customer authorizes U.S. Bank to mail the Wire PIN(s) to the attention of the newly authorized Initiator(s) at the address indicated below. A separate authorization form is required for each Initiator if a different address is to be used for mailing the PIN. When a replacement Wire PIN is required, complete the Wire Transfer PIN Reissue Authorization form.

Street Address: 930 Chemawa Rd NE (no P.O. Boxes)

City: Keizer State: OR Zip: 97303 Country: USA

Comments/Additional Instruction



U.S. Bank

Wire Transfer Authorization

Customer Approval

By signing this Authorization Form, Customer represents and warrants that all selections, designations, and/or other instructions contained herein are accurate and have been authorized by Customer, that the Services requested herein shall be governed by the U.S. Bank Services Terms and Conditions or other contract governing the provision of Treasury Management services approved in writing by Bank, that the Customer has read and understood the Instructions for completing U.S. Bank Wire Transfer Authorization Form, and that the signer listed below is an authorized signer. Bank may rely on the information contained in this Authorization Form until it has been revoked in writing by Customer and Bank has had a reasonable opportunity to act on any such revocation. Customer acknowledges and agrees that U.S. Bank may conclusively rely on facsimiles or other photocopies or images of this Authorization Form as an original document.

Remittance Transfer Provider - 12 CFR Part 1005 (Regulation E)

If Customer is classified as a Remittance Transfer Provider under Regulation E, Customer represents, warrants and agrees that:

(a) Customer shall perform and comply with the requirements of 12 CFR Part 1005, including, but not limited to, providing the disclosures to the consumer (sender) as set forth in section 1005.31, being responsible for the error resolution procedures and the provision of any remedies to the consumer (sender) as set forth in section 1005.33, and being responsible for the cancellation and refund of Remittance Transfers as set forth in section 1005.34;

(b) Bank is acting as an agent and not as a Remittance Transfer Provider when performing activities on behalf of Customer; and

(c) Even if Bank is deemed a Remittance Transfer Provider under applicable law, Customer shall take all actions necessary to comply with the obligations of a Remittance Transfer Provider.

Customer agrees to indemnify and hold Bank harmless from and against any and all loss, liability, damage, costs and expenses (including attorneys' fees) that Bank may sustain in reliance on Customer's representations and warranties set forth herein.

☐ **Customer will initiate international wire transfers on behalf of consumers.**

Authorized Signer
(please print):

Timothy E. Wood

Title: Finance Director

August ,

Signature: _____

Date: 2016

Phone

Number: _____

For U.S. Bank Internal Use Only

TM Implementation: Authorized Signer is listed on TM Contract/Appendix B ☐ Yes Date: _____ Verified by: _____

Relationship Manager or Account Officer signature required if a contract is not currently on file or the Authorized Signer above is not listed on the contract. **I hereby verify that the above signer is authorized to approve services on behalf of the customer.**

Account Officer's
Name: (please
print)

Title: _____

Officer
Code: _____

Signature: _____

Date: _____

Phone

Number: _____

For U.S. Bank Wire Operations Use Only

Input by: _____

Date: _____

Verified by: _____

Date: _____



U.S. Bank Wire Transfer Authorization

Instructions for completing U.S. Bank Wire Transfer Authorization Form

The purpose of these instructions is to help you complete the U.S. Bank Wire Transfer Authorization Form. Use the U.S. Bank Wire Transfer Authorization Form to add, modify or delete wire Initiators or Confirmers with U.S. Bank. This form should also be used to authorize wire capabilities for SinglePoint users. **A separate form is required if any options defined on this form are different for individual users.**

Note: Do not complete this form if CMT access is needed; complete the U.S. Bank CMT Authorization form.

Company Name: (Required) Enter your company's full legal name.
Phone Number: (Required) Enter your company's phone number. This field has three characters for Area Code or Country ID and 13 characters for phone number.
Tax ID Number: (Required) Enter your company's 9-digit tax identification number.
Lead Account Number: (Required if you are currently initiating Wire Transfers at U.S. Bank) If you do not know what the lead account is, indicate **any** existing U.S. Bank account from which you currently initiate Wire Transfers. The purpose of providing this information is to help identify your existing Wire Transfer setup.

Initiator(s)

This section is required if you are adding a new wire transfer service or adding, modifying or deleting an Initiator.

Add Initiator: Check this box to add a new Initiator to initiate wire transfers.
Modify Initiator: Check this box to modify an existing Initiator. Examples include: modifying the Initiator's phone number, name, limits, etc.
Delete Initiator: Check this box to delete an existing Initiator from initiating capabilities on all wire transfer accounts. When deleting an initiator, users with International Wire (aka MT101) access will also be deleted with this request. If you wish to retain international wire access, add the following note in the comments: **Do not delete MT101 access.**
Initiator Name: (Required) Enter Initiator's full name. When modifying or deleting an Initiator, the existing Initiator name(s) must be listed on the form exactly as they currently appear on your wire setup. If an Initiator is modifying their name; specify the new name in the Initiator(s) section and indicate in the Comments/Additional Instruction section of this form the Initiator's former name and that it should be changed.
Non-Repetitive Wire Limit: (Required) Enter the Initiators maximum Non-Repetitive Wire Limit.
Repetitive Wire Limit: (Required) Enter the Initiators maximum Repetitive Wire Limit.
Initiator Phone Number: (Required) Enter authorized Initiator's phone number. This field has three characters for Area Code or Country ID and 13 characters for phone number.

The confirmation process for a voice initiated wire transfer is an additional security measure. Transaction PIN Limit thresholds are established for the purpose of determining when a callback will be required by the customer. U.S. Bank mandates callbacks to a Confirmer on voice initiated non-repetitive wire transfers valued at \$10,000 or more, regardless of any transaction PIN limit threshold indicated for the Users and also requires a callback when the transaction PIN limit threshold is exceeded.

If the transaction limit fields are left blank, when establishing a new Initiator, the transaction threshold will default to \$999,999,999.99.

When modifying the Transaction PIN Limit threshold for an existing Initiator(s), if the field is left blank, no change will be made. To change the dollar threshold, complete each field with the new threshold amount, the word "unlimited," or \$999,999,999.99 to indicate the Initiator's new callback limits.

When adding an account to an existing initiator if the field is left blank, the PIN limit threshold will default to unlimited.

Non-Repetitive Transaction Limit:

- If a callback to a Confirmer is desired for ALL voice initiated non-repetitive wire transfers, enter zero (\$0). When using SinglePoint or CMT to initiate wires, do not enter zero (\$0) in this field, see Note below*.
- If a callback to a Confirmer is desired for voice initiated non-repetitive wire transfers under the \$10,000 bank mandated limit, enter the dollar amount.
- If a callback to a Confirmer is desired for voice initiated non-repetitive wire transfers above a specific dollar limit, enter the dollar amount.

Repetitive Transaction Limit:

- If no callback to a Confirmer is desired for voice initiated repetitive wire transfers, leave blank.
- If a callback to a Confirmer is desired for ALL voice initiated repetitive wire transfers, enter zero (\$0).
- If a callback to a Confirmer is desired for voice initiated repetitive wire transfers above a specific dollar limit, enter the dollar amount.

NOTE: Placing a zero, or a value less than the limit established in SinglePoint and CMT, in this field would result in a callback on the non-repetitive wires initiated through SinglePoint and CMT. To require a callback on only the Voice initiated non-repetitive wires requested over the phone, complete the Callback On Voice Initiated Non-Repetitive Wire Authorization form. By completing the authorization form, a callback will occur on the non-repetitive wires submitted by phone but will not impact the wires initiated through SinglePoint or CMT.

Account Number(s)

Account numbers are required when adding a new Initiator or adding a new account to an existing Initiator. To delete an account, use the Wire Account Maintenance Form. List all authorized U.S. Bank accounts from which the Initiator is or will be authorized to initiate transfers. If the form cannot accommodate all account numbers, a separate list of accounts in numerical order can be attached. All pages of the attached account listing must be signed by an Authorized Signer and U.S. Bank representative.



U.S. Bank

Wire Transfer Authorization

Confirmer(s)

This section is required if you are adding a new wire transfer service or adding, modifying or deleting a Confirmer. A Confirmer is the individual at your company that will receive a phone call from U.S. Bank to approve wire transfers initiated by your company when a callback is either required or requested. The Confirmer is responsible for confirming ALL wires on any and ALL accounts. You cannot restrict accounts by Confirmer. By designating a Confirmer for your company, this individual is responsible for confirming wires entered by ALL Initiators when a callback is required. A maximum of 15 Confirmers can be designated.

Add Confirmer: Check this box if you are adding a new Confirmer.

Modify Confirmer: Check this box if you are modifying an existing Confirmer. Examples include; modifying phone number for existing user, modifying name of existing user, modifying the Confirmer Order, etc.

Delete Confirmer: Check this box if you are deleting a Confirmer from confirming capabilities on all wire transfer accounts. Deleting a Confirmer, will delete Confirmers with International Wire (aka MT101) access with this request. If you wish to retain international access, add the following note in the comments: **Do not delete MT101 access.**

Confirmer Name: (Required) Enter the Confirmer's full name. Existing Confirmer name(s) must be listed on the form exactly as they currently appear on your wire setup. If a user is modifying their name, specify the new name in the Confirmer section and indicate in the Comments/Additional Instruction section of this form the Confirmer's former name and that it should be changed.

Confirmer Phone Number: (Required) Enter the Confirmer's phone number. This field has three characters for Area Code or Country ID and 13 characters for phone number.

Confirmer Priority: (Optional) Indicate 1, 2, 3 etc. This is the order in which the bank will contact the Confirmers. For example, if you specify 1, the bank will attempt to contact that Confirmer first to confirm an initiated wire transfer. If that person is not available, the bank will attempt to contact the person you have identified to be priority number 2. If an order is specified for Confirmer(s) on the form, the priority order should be specified for all other Confirmers listed. The order of callback will be determined by U.S. Bank if no callback order is specified.

Note: On confirming with PIN: For additional security, a Wire PIN and limit may be assigned to each Confirmer by completing the **Confirmer with PIN Company Level Authorization Form**. All users at your company must use the same confirmation method, either with or without a PIN.

Standard Mail Wire Advice

Complete this section to delete a Standard Mail Wire Advice. Mailed Wire Advices are sent to all new U.S. Bank wire transfer customers providing them with the wire detail of incoming or outgoing wires. U.S. Bank recommends customers receive this wire notification whether it is through mail, fax, voice advices or SinglePoint information reporting. Outgoing advices are generated whenever an account is debited for a wire to another account. Incoming advices are generated whenever an account is credited for a wire to the account. To Add/Modify/Delete any other type of notification service, complete a Wire Advice Method Authorization.

Delete Outgoing and Incoming Mail Advice: Select this option to delete the current Standard Mail (Outgoing and Incoming) Wire Advice for the account(s) indicated in the table.

Delete Outgoing Mail Advice: Select this option to delete just the Outgoing Mail Advice for the account(s) listed in the table.

Delete Incoming Mail Advice: Select this option to delete just the Incoming Mail Advice for the account(s) listed in the table.

PIN Mailing Address

This section is required if you are establishing a new Initiator. A separate form should be used if the PIN mailing address is different for any user listed on this form.

NOTE: A Customer's Wire PIN, for security reasons, may never be delivered to the attention of a U.S. Bank Employee or to a P.O. Box.

Street Address: (Required for new Initiators) Enter the mailing address for the Initiator PINs. No P.O. Boxes are permitted, the address must be a street address. This information is required for all new Initiators.

Note: To request a Wire PIN to be reissued, complete the Wire Transfer PIN Reissue Authorization Form.

Comments

Include any additional comments in this section.

Customer Approval

An authorized signer for your company must complete this section. The authorized signer(s) for your company can be found on the Master Services Agreement Appendix B or B-1, Voice Wire Transfer Agreement, the Treasury Management Service Agreement, or other contract governing the provision of Treasury Management services approved in writing by Bank, on file for your company at U.S. Bank.

Remittance Transfer Provider - 12 CFR Part 1005 (Regulation E) Customer will initiate International Non Repetitive Wire Transfers on behalf of consumers. Check this box only if you will be sending international wire transfers on behalf of consumers to comply with Remittance transfer regulation.

Authorized Signer: (Required) Print the name of the authorized signer.

Title: Print the official title of the authorized signer.

Signature: (Required) Provide the original signature of the authorized signer.

Date: Enter the date the form was signed.

For U.S. Bank Internal Use Only

TM Implementation section should only be completed by Treasury Management Implementation. If customer signer is not a contract signer, signature section should be completed by an Account Officer at U.S. Bank. If you do not have an officer code, use your branch number.

For U.S. Bank Wire Operations Use Only

This section is to be completed by a representative of Wire Operations at U.S. Bank.



MINUTES

KEIZER CITY COUNCIL

Monday, July 18, 2016

Keizer Civic Center, Council Chambers

Keizer, Oregon

CALL TO ORDER

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

Present:

Cathy Clark, Mayor
Marlene Parsons, Councilor
Kim Freeman, Councilor
Amy Ryan, Councilor
Roland Herrera, Councilor
Bruce Anderson, Councilor

Staff:

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

Absent:

Position #1 Vacant

FLAG SALUTE

Scout Cameron Schwabauer led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

None

COMMITTEE REPORTS

Jim Taylor, Keizer, reported that the Parks Board has been discussing stabilized funding options for the parks and hopes to have something to submit to Council after the August meeting. He urged Councilors to review the table showing master plan improvements remaining to be accomplished in the City's parks and provided an update on completed improvements at the Keizer Little League fields and those remaining.

Josh Eggleston, Keizer, reported that the Planning Commission had a Public Hearing on private access easements. He reviewed the amendments noting that the Commission had unanimously recommended them for Council approval.

PUBLIC TESTIMONY

Jim Taylor, Keizer, stated that several people had complained to him about jet skis being used on the portion of the Willamette served by Walsh Landing. He noted that complaints have been made to Polk County but they have indicated that they do not have the resources to patrol that part of the river. Discussion took place regarding restrictions and the difficulty of enforcing them. Mr. Taylor suggested that jet skis be prohibited in that

part of the river due to its close proximity of residences. Mayor Clark responded that the Marine Board funded the boat ramp to accommodate all marine vehicles which would include jet skis so that prohibition would likely not be an option. City Manager Chris Eppley indicated that he would research whether or not prohibition of jet skis would be possible. Councilor Ryan suggested that perhaps signage saying laws will be enforced would be effective.

PUBLIC

HEARINGS

a. Keizer Development Code Text Amendment (Sections 2.110 – Commercial Mixed Use, Section 2.434 – Mobile Food Vendor, Section 1.200 Definitions, Section 2.308 Signs)

Mayor Clark opened the Public Hearing.

Community Development Director Nate Brown explained that the proposed revisions relate to standards governing mobile food vendors. The Planning Commission voted unanimously to recommend the proposed amendment after extensive review. The amendment allows food vendors to operate under special permitted use with a specific standard applying to mobile food units. Sign Code revisions are part of this. Currently mobile food vendors are allowed for 90 days. In the past this has proven to be a significant limitation. The amendment would allow mobile food vendors using an annual permit with various requirements. He reviewed the requirements and discussion followed regarding permanent covered eating structures, portable toilets, operating on school property, the location of the commercial mixed use zone, pods, enforcement and education.

With no further testimony Mayor Clark closed the Public Hearing.

Councilor Parsons moved that Keizer City Council direct staff to prepare an ordinance with findings to adopt Keizer Development Code text amendments to Sections 2.110 – Commercial Mixed Use, Section 2.434 – Mobile Food Vendor, Section 1.200 Definitions, Section 2.308 Signs. Councilor Freeman seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Position #1 Vacant (1)

ADMINISTRATIVE ACTION

a. Waiver of Community Center Fee – Alyssa Malchow Breast Cancer Fundraising Event

Mr. Eppley reminded Council that they had been asked at the last meeting to waive the Community Center fees for this fundraising event. He read significant portions of the staff report from Community Center Manager Tracy Davis and discussion followed regarding options available.

Councilor Parsons moved that Keizer City Council waive all fees except for the \$140 staffing and the \$100 for security and the refundable cleaning deposit. Councilor Herrera seconded.

Mayor Clark indicated that she was in support of this event but offered a friendly amendment to charge the \$500 discounted rate. Councilors Parsons and Herrera accepted the amendment.

Clarification: event will pay: \$500 + Cost for security if alcohol is served + \$140 for staffing costs + the refundable cleaning deposit.

Motion passed as follows:

AYES: Clark, Parsons, Freeman, Herrera and Anderson (5)

NAYS: Ryan (1)

ABSTENTIONS: None (0)

ABSENT: Position #1 Vacant (1)

**b. Municipal
Judge Report –
Councilor
Check In**

Councilor Herrera reported that he had twice observed Attendance Court and found the Judge interaction with the parents and students commendable; the Judge's goal is to fix the problem not to punish. Councilor Herrera added that the school administrator was there to work with the students and their parents.

Chief Teague explained that the Attendance Court program is a 2 year old pilot project in Keizer that will hopefully be rolled out to the rest of the district in the future. He explained that the Police Department is not in the business of parenting kids, but that this is a public safety issue because when kids are in school it improves their lives, reduces crime and increases public safety.

**c. RESOLUTION -
Establishing
the Amount of
the Sewer
System
Development
Charge for
Wastewater
Treatment
Facilities;
Repealing R92-
556**

City Attorney Shannon explained that this is a pass-through account with funds going to Salem. Keizer has agreed to pay whatever fees Salem adopts and they recently raised their rates. He noted that because this is a fee increase it is necessary for Council to ask for comment.

Mayor Clark asked if there were any comments. No one responded.

Councilor Parsons moved that Keizer City Council adopt a Resolution Establishing the Amount of the Sewer System Development Charge for Wastewater Treatment Facilities; Repealing R92-556. Councilor Freeman seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Position #1 Vacant (1)

**CONSENT
CALENDAR**

- a. RESOLUTION – Amending the City's Deferred Compensation Plans to Include VantageTrust II Multiple Collective Investment Funds Trust
- b. RESOLUTION – Authorizing the City Manager to Purchase 2017 Ford Transit Connect Cargo Van for the Public Works Department and Authorizing Disposition of Surplus Property
- c. RESOLUTION – Authorizing the City Manager to Enter Into Lease Agreement with Ricoh USA Inc. for Council Chambers, Municipal Court, Police Evidence, and Human Resources Copiers
- d. Approval of July 5, 2016 Regular Session Minutes

COUNCIL LIAISON REPORTS

Mayor Clark pulled item d.

Councilor Parsons moved for approval of items a, b and c of the Consent Calendar. Councilor Freeman seconded. Motion passed as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Position #1 Vacant (1)

Mayor Clark made a correction on the July 5, 2016 Regular Session Minutes. ('Councilor' to 'Mayor')

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

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Position #1 Vacant (1)

Councilor Freeman reported on the Traffic Safety/Bikeways/Pedestrian Committee meeting and thanked Mike Griffin and Trevor Wenning for their responsiveness to the committee requests/questions. She added that she had attended the Keizer Chamber Board meeting and an Affordable Housing Committee meeting and explained that this committee is part of the Homeless Task Force and would be combining with the Finance Committee. She announced National Night Out on August 2 and urged volunteers to apply for several City committee openings.

Councilor Anderson reported on the Salem Water Wastewater Task Force meeting noting that the main issue centered on an exemption for Creekside Golf Club and making things more equitable without impacting other rate bearers.

Councilor Ryan provided a progress report on the mural at Town & Country Lanes and congratulated the Police Department on the recent Blast Camp urging that it be expanded next year.

Mayor Clark, speaking for the Council, added that thoughts and prayers are with the communities that have seen such negative and horrific loss of life. She noted that Keizer Police and citizens are neighbors and they take care of each other; Keizer citizens love their police.

Councilor Parsons announced that she had attended the Marion County Commissioner breakfast and the Chamber Board installation luncheon. She added that she had sent an email to the Post Office to get a zip code specific to Keizer only and to get the postal service machine back at the Keizer branch.

Councilor Herrera reported that he had attended the Latino Business Alliance with Danielle Bethel and watched former Keizerite Austin Biben-

Dirkx pitch for the Round Rock Express. He added that the San Diego chicken will be at the Thursday Volcano game.

Mayor Clark reported on a recent Mid-Willamette Valley Area Commission on Transportation meeting and Marion County Fair, urged everyone to attend the Keizer Rotary Amphitheater concerts and Back to School night at the Keizer Heritage Center and announced that the Keizer Heritage Board of Directors has new members. She reviewed upcoming events including Strategic Economic Development Corporation Board of Directors and Homeless Task Force meetings, Oregon Mayors' Conference and Keizer Homegrown Theater Shakespeare in the Park.

OTHER BUSINESS

Chief John Teague announced National Night out on August 2 and urged neighborhoods to register on the Police Department website. He provided details on the recent Blast Camp, announced an upcoming Child Safety Seat Clinic and a Healing Service between the faith community and Police.

Public Works Director Bill Lawyer provided an update on the roundabout construction.

Community Development Director Nate Brown reported that he would be going to a training session put on by FEMA relating to the new District Court decision that links the Floodplain Management Program to the Endangered Species Act. He added that there may be significant ramifications.

City Attorney Shannon Johnson reminded Council of the Special Council meeting on August 2 at 6 p.m. for selection of a Councilor to fill Position #1.

Mayor Clark formally appointed Councilor Bruce Anderson to the Salem Water Wastewater Task Force and thanked him for attending the recent meeting.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

August 1, 2016

6:00 p.m. – City Council Special Session

- City Council Position #1 Appointment

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

August 8, 2016

5:45 p.m. – City Council Work Session

- Police Staffing

August 15, 2016

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

ADJOURNMENT Mayor Clark adjourned the meeting at 9:00 pm.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

~ Vacant ~
Councilor #1 –

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

Councilor #5 – Amy Ryan

Councilor #3 – Marlene Parsons

Councilor #6 – Bruce Anderson

Minutes approved: _____

Written Communications/Testimony and Submitted Documents

Clint Holland
Submitted
8-1-16

PARK MANAGEMENT AGREEMENT

PARTIES:

CITY OF KEIZER, an Oregon
municipal corporation

(hereinafter "City")

KEIZER LITTLE LEAGUE, INC., an Oregon
non-profit corporation

(hereinafter "Manager")

RECITALS:

A. City owns real property and improvements located at 5245 Ridge Drive, Keizer, Marion County, Oregon consisting of approximately 15.4 acres and known as Keizer Little League City Park (hereinafter "Park").

B. City has need of services to manage, operate and maintain the Park.

C. Manager desires to manage, operate and maintain the Park as a public resource, subject to Manager's use of the facilities as set forth herein.

D. This Agreement is intended to grant no property interest or lease rights to Manager, or any third party that may result in the loss of property tax exempt status of the Park.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties do mutually agree as follows:

AGREEMENT:

1. Term. Unless terminated as set forth herein, the term of this Agreement shall be from January 1, 2014 to October 31, 2014, or until this Agreement is terminated or renewed as herein provided. The City may renew this Agreement for two (2) one-year terms after review and acceptance of the proposed field slot fees, performance and provision of services. Such review and acceptance shall occur no less than four (4) months prior to the conclusion of each contract period.

2. Improvements. Manager agrees that all improvements on the premises are the property of City and are considered to be part of the premises that is the subject of this Agreement. Manager further agrees that all permanent improvements made upon the premises by Manager or any other person or entity after the date of this Agreement become part of the premises and the property of City, City shall not be liable for any costs, or materials and/or labor associated with the initial construction work or improvements made to the premises or personal property included in the premises or for any future

improvements made to the premises except as expressly agreed to in writing by City. Manager shall not cause or permit any change in Park layout, any addition or deletion of any permanent improvements, or any action on the part of Manager or permitted by Manager that affects the Park without the prior separate written consent of City. City reserves the right to make changes, additions and deletions with regard to any present or future improvements on the premises. If City chooses to make changes, additions or deletions with regard to the improvements, it shall give Manager ninety (90) days notice prior to the proposed change. The parties may, by mutual consent, waive that ninety (90) day period. City is not obligated to any specific project or funding unless City Council approval is granted.

3. Use and Conditions. Subject to the terms and conditions set forth herein, Manager agrees to manage the Park in its entirety for the term of the Agreement as follows:

- A. Authorized representatives of Manager and City will meet annually to review the overall management of the Park. The City of Keizer Public Works Director or designee shall be a "Liaison" of the City to the Manager's Board and shall be informed of all scheduled meetings of the Board.
- B. Manager will maintain all Park scheduling oversight year-round and retain all rental revenue from outside use of the facility to offset a portion of the costs in maintaining the facility. Field usage will be shared on an equitable basis by Keizer-based youth organizations in accordance with the Outside Use Facility Reservation Policy. The Policy that shall apply for the 2014 season is attached as Exhibit "A". Such Policy (except for field usage rates) shall not be changed without the written consent of the City Manager/designee. All field usage rates shall be approved by the City Council on an annual basis. Manager must allow reasonable access to the fields by any and all users subject to the provisions set forth herein.

Keizer Little League, Inc., as a youth baseball program shall separately pay to Manager the field slot rates which shall be accounted for separately pursuant to the Request for Proposals.

- C. Prior to March 1 each year, Manager shall provide to the City for approval a business plan to ensure that the focus of the organization is on youth programming, facility enhancement, restoration and maintenance, and/or revenue. Manager shall also provide a budget for park maintenance prior to March 1 each year for City approval.
- D. Any individuals not affiliated with groups or organized teams may use the Park or individual fields at any time the Park is open if such use does not interfere with the priority or reserved use, cause safety concerns, or cause undue wear and tear in Manager's reasonable discretion.

- E. Keizer Little League Park may be open after sunset where fields are appropriately lighted from March 1 to October 31 Monday through Saturday. The Park will close and the lights will be off at 11:00 p.m. Other than the lighted fields, the Park shall close as specified in Keizer Park Regulations. No power equipment shall be operated at the Park between 10:00 p.m. and 7:00 a.m. Compliance with this condition does not exempt such activity from application of the Keizer Noise Ordinance.
- F. In order to provide better lines of communication for day-to-day concerns during the Manager season, prior to March 1 each year, Manager shall provide City a written list of the annual activity schedule, and an updated list of management contacts, including the names and contact phone numbers for the "Director on Duty" as well as the alternate. Any updates or amendments to such list shall be promptly given in writing by Manager to City. Manager shall also provide a current roster of all officers and personnel along with appropriate contact information. The Director on Duty shall have authority to represent Manager and to speak directly to City personnel and address problems raised by City personnel or others that require timely resolution. The Director on Duty shall at all times act neutrally, fairly, and objectively without regard for the Director's affiliation with any organization. The Director's duty shall be for safe and fair management of the Park. City shall contact Manager's president on matters that do not require immediate resolution. Manager's president shall have authority to bind Manager on any and all issues, except those issues which would require an amendment of this Agreement. Any updates or changes to the schedule and lists shall be given to City in writing as they occur.
- G. Manager shall develop volunteer opportunities for individuals and groups. All volunteers must be qualified for the particular volunteer project and may be required to undergo a criminal background check. Though not a requirement, one of the goals of volunteer labor is to reduce the cash outlay for field maintenance expenses, thereby reducing future field usage rates.
- H. Manager shall provide sporting equipment as needed and keep these items stored neatly when not in use.
- I. Manager will appropriately handle any and all matters related to parking for scheduled events.
- J. Manager will market and promote the park in a manner that is respectful of the community upon approval by the City.

Complaints from either members of the public, users of the Park or others shall be first submitted in writing to Manager. Complaints shall not be submitted to the City.

Manager shall have a reasonable period of time to remedy or otherwise respond depending on the nature of the complaint. If the remedy or response is not satisfactory to the complainant, the complainant may request the City Manager or designee to review the matter.

In the event of a dispute, the decision of the City concerning the use, operation or management of the Park shall be final and binding. The City reserves the right to make final determination on all policies and procedures relative to the operation and management of the Park, but specifically excluding any management or operation of Manager's program. Manager shall have no right, without prior written approval of the City Manager, to use or authorize the use of the Park for any other purposes other than baseball, softball, soccer, football or other sporting events.

The City, acting through the City Manager, reserves the right, in its sole discretion, to cancel, terminate or interrupt any event, and cause one or more patrons to be dismissed during any event, if necessary to protect the public or property. However, no action shall occur without consultation with the Director on Duty. City shall not be liable to Manager or any third parties for any loss or damages by any such determination or action by the City Manager, or his/her designee taken in good faith for the benefit or protection of the City and the public generally, or the protection of the Park.

Manager may request ratification by the City Council of any actions by the City Manager, and may require any continuing actions by the City Manager to be approved formally by the City Council.

4. Maintenance. Except as noted below, Manager shall, throughout the term of this Agreement, at its own cost and without any expense to City, keep and maintain the entire premises, including all improvements thereto, in good, sanitary and neat order, condition and repair throughout the entire year. Manager covenants and warrants that Manager will leave the premises in good, sanitary and neat order, to the satisfaction of City upon termination of this Agreement. City shall not be obligated to make any repairs or in any way maintain the premises at any time throughout the term of this Agreement. Notwithstanding the above, in the event a repair, maintenance or improvement is required by law only because the subject property is a City park and said repair, maintenance or improvement would not have been required if the property were owned by Manager, then the cost of such repair, maintenance or improvement shall be the sole responsibility of City. City will provide minimal maintenance generally consistent with the level of maintenance provided to all other City parks. This maintenance will consist of weekly mowing, annual fertilization of turf areas, and annual weed control applications to turf and shrub beds, as weather conditions allow. Manager shall immediately repair all safety issues as identified by the City or that are known or discoverable by Manager.

Manager shall strive to generate sufficient revenue to offset all costs incurred for the maintenance of the park. All net revenue earned by Manager and generated directly from the use of the facilities shall only be used for field maintenance expenses and capital

improvements. Maintenance includes, but is not limited to, the lighting system, scoreboards, bleachers, fences, backstops, and all other baseball/softball specific improvements. No other use of the facility-generated revenue shall be permitted. Such revenue shall include, but not be limited to field slot payments, net tournament income, net field-related sponsor income, and net concession income.

In addition to the requirements set forth in Section 17, on or before July 30 each year this Agreement is in effect, Manager shall supply financial records for the preceding season in a form reasonably acceptable to the City's Finance Department.

5. Maintenance Standard. Manager agrees to perform all maintenance of the premises including all improvements, throughout the calendar year during the term of this Agreement in a cost efficient manner. Such maintenance shall include the following:

- A. Supervision - Manager shall direct and guide the efforts and use of all maintenance workers, equipment and materials to manage the ball field complex and to maintain it in proper order and form. Manager shall supply to City a supervision plan for each activity to be held in the park no later than seven (7) days prior to the beginning of each activity.
- B. Vandalism - Manager shall monitor and repair any and all vandalism to turf, water systems, "dugout" structures, other buildings, fencing, and other structures or facilities.
- C. Field Maintenance - Manager shall be responsible for field maintenance, including, but not limited to, infield mowing, lining the fields, raking the infields and warning tracks, fertilization, overseeding, and weed control. Manager shall allow no cars or heavy equipment on the playing fields without prior authorization of City staff.
- D. Water Systems - Manager shall maintain and repair the water system past the meters and irrigate as necessary.
- E. Structural - Manager shall maintain, repair and paint as necessary all backstops, bleachers, dugouts, score keeping stands, fences, barriers, signs, parking lots, concession stand, field house, and other property and improvements.
- F. Restroom/Portable Toilets - Manager shall maintain, repair and clean the permanent restroom facilities. City shall provide sufficient chemical toilets necessary to meet the needs of the park. City shall be responsible for servicing the chemical toilets as needed.
- G. General Housekeeping - Manager shall remove and dispose of all litter and garbage and keep the area in a clean and safe condition. All coaches

are to be advised that all litter must be placed in the proper receptacles at the end of each game. Manager must have a plan in place to handle garbage for both tournaments and regular league play. In addition to the above, Manager shall at all times, during the term of the Agreement, maintain the premises, and all property and equipment brought onto the premises by Manager or used by Manager on the premises, in a safe condition. If at any time during the term of this Agreement it appears to City that any maintenance or repairs as outlined above are needed on the premises, City shall notify Manager in writing. City shall give Manager thirty (30) days to perform the requested maintenance or repair. If Manager fails to perform as required by City, City may do the necessary repairs or maintenance and any reasonable costs incurred by City shall be paid by Manager within thirty (30) days after written demand for payment has been delivered to Manager. Election by City hereunder to do the necessary repairs or maintenance and charge the cost to Manager shall not prohibit City from electing to declare Manager in default pursuant to the provisions of this Agreement. Nothing contained on this paragraph shall be construed to relieve Manager of its responsibility for diligent maintenance as required under this Agreement.

- H. Damage. Manager shall immediately give notice to City of any and all damage or potentially dangerous situation, however caused. Such notice shall be given both by phone calls and emails to both parties below:

Bill Lawyer 503-856-3555 – LawyerB@Keizer.org
Tracy Davis 503-856-3412 – DavisT@Keizer.org

For after hour notifications, notice shall be given as outlined above, as well as phone call to 503-393-1608.

Manager will promptly advise the City of any other problem that is not addressable by the Manager so that City can rapidly respond to these needs.

- I. Rain-Outs. Manager shall supply a rain-out telephone line and/or website to alert participants regarding canceled games and practices. Practices will not be allowed on fields in which games have been postponed due to wet or unplayable field conditions. Field maintenance volunteers will decide the playability of the fields utilizing players' safety considerations as well as turf viability considerations. All participants, without exception, are expected to comply with the decision of the field maintenance volunteers and/or City Manager or his/her designee regarding field playability.

6. Concessions. Manager shall have the exclusive right to operate concession stands located on the premises subject to the following policies:

- A. Manager may, at its sole cost and expense, develop, operate, and maintain a food and drink concession stand on the premises available to the general public. Manager shall not sell any alcoholic beverages on the premises.
- B. Manager will provide whatever refrigeration, cooking, dispensing and other equipment it deems appropriate for concession operation.
- C. Manager shall not assign or subcontract its concession rights or any interest therein without the prior written consent of the City, and any such assignment or subcontract without written consent shall be void and shall at the option of the City, terminate this Agreement.
- D. Manager shall at all times conduct its operations and assure that the operations of all subcontractors and employees are conducted in full compliance with all applicable laws, ordinances and administrative regulations of federal government, the State of Oregon, Marion County, the City of Keizer, and the agencies of any and all of them. Any license or certificate required by such authorities as the Marion County Health Department and others must be obtained and posted at all times.
- E. All foods, drinks, beverages, confections, refreshments, etc., sold or kept for sale by Manager shall conform to all applicable food laws, ordinances, and regulations in all respects. No adulterated, misbranded, deceptively labeled, or impure articles shall be sold or kept for sale by Manager. All merchandise kept on hand shall be stored and handled with due regard for freshness and sanitation.
- F. The City shall have the right, at any time during period of concession operation, to enter any part of any structure or mobile facility, and conduct whatever inspection City deems necessary to insure compliance with this Agreement.

7. Licenses and Taxes. Manager shall obtain and pay for all licenses and permits required for operation on the Park; shall pay all ad valorem real and personal property and excise taxes, if any or any tax that might be levied upon the Park as a result of this Agreement or for any other reason resulting from operation of the Park; and shall pay all royalties arising from the sale of patented, copyrighted material or trademarks in its operation. Manager shall indemnify City and hold City harmless from any and all costs or damages of any kind under this section.

8. Utilities. City shall provide water services to the Park without charge to Manager. Manager shall pay all charges for garbage collection (including provision for garbage cans and dumpsters), and other utilities on the premises (electricity, sewer, phone, cable TV, and natural gas). Manager shall pay all charges for temporary and permanent utility hookups, connections, or installations.

Manager shall be responsible for all maintenance, refurbishment, and repair for all of the permanent infrastructure and improvements as set forth in the Physical Assets list attached as Exhibit "B" and by this reference incorporated herein.

9. Security. It will be the responsibility of Manager to maintain adequate security on the premises. The City will furnish no more than the normal and routine police protection as provided in any park, subject to demands for police throughout the City from time to time. Manager will furnish the City with the appropriate keys or combinations to enter all areas of property which may be secured. All keys will be registered and can only be duplicated by either of two individuals. One individual as designated by Manager, the other will be the Public Works Director. A complete list of all individuals having keys to the premises shall be provided to City.

10. Naming. Manager may propose the naming of any existing or future monuments, statues, buildings, structures and fields. Final approval of such proposed names shall be in the sole discretion of the Keizer City Council, following recommendation by the Parks and Recreation Advisory Board.

11. Discipline and Control. Subject to prior approval as required elsewhere herein, selection, compensation, direction, discipline, and control of Manager's employees, agents, volunteers and subcontractors shall be the sole responsibility of Manager. Manager shall be responsible for removing from the premises any employee, agent, volunteer or subcontractor who is disorderly, dishonest, dangerously careless, or any person violating any law, ordinance, or regulation. Manager shall enforce the "no alcoholic beverages" and tobacco-free rules, and handle crowd control at the park.

The Director on Duty has authority to eject such persons as authorized representative of Manager.

12. Insurance. City will insure all buildings and improvements on the property against loss or damage by fire or other hazard. The City will not insure or replace building contents or personal property owned by Manager.

Manager shall maintain in effect throughout the term of this Agreement for all Manager's activities, personal injury and property damage liability insurance of at least two million dollars covering the premises. Such insurance shall specifically insure Manager against all liability assumed by it thereunder, as well as liability imposed by law. City, its officers, agents, contractors, and employees shall be named as an additional insured on any such policy of insurance procured by Manager as required under this

Agreement. City and Manager will require personal injury liability insurance of at least one million dollars naming the City, its officers, agents, contractors, employees, and Manager as additional insured for other groups using the Keizer Little League City Park for any organized event. Standard certificates of insurance shall be provided to the City by March 1 each year this Agreement is in force.

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

14. Assignment and Subcontracting. Manager shall not assign or transfer this Agreement, or any interest thereon. Any such assignment shall be void, and shall, at the option of the City, terminate this Agreement. Manager shall not subcontract any of its responsibilities hereunder without the express written consent of the City.

15. Default. Upon failure by Manager to perform any term, condition, or covenant of this Agreement within thirty (30) days after written notice from City has been sent by regular mail, addressed to:

Keizer Little League
PO Box 20572
Keizer, Oregon 97307

and also to the Representatives provided to the City as required in section 3(E) of this Agreement, specifying the nature of the failure with reasonable particularity, City shall have the option to declare Manager to be in material breach and default hereunder and shall enable City to pursue its legal remedies including but not limited to those referred to in this Agreement. If the failure is of such a nature that it cannot be completely remedied within the said thirty (30) day period, the failure will not be a default if Manager begins correction of the failure within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to correct the failure as soon as possible.

16. Remedies. Upon default, and after the notice period described above, City may elect to terminate this Agreement and bring an action to recover any damages suffered by City as a result of Manager's actions or as a result of any breach by Manager of any term, covenant or condition of this Agreement.

17. Financial Records/Audit. Manager must maintain professional and proper accounting records and make such records available to City upon request. The City, at its' sole expense, may audit any and all of Manager's records. Manager shall cooperate in all respects. Should such audit disclose material discrepancies, the City may terminate this Agreement at its' option with no less than thirty (30) days written notice.

18. Attorney Fees. If suit or action is instituted to enforce or interpret this Agreement or in conjunction with any claim or controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the Court may adjudge reasonable as attorney fees at trial and on appeal of the suit or action.

19. Amendments. Amendments to this Agreement shall be recognized only if reduced to writing and executed by formal action of the Board of Directors of Keizer Little League, Inc. and by formal action of the City Council of the City of Keizer.

20. Relationship of the Parties. The City and Manager have entered into this Agreement for the purpose of establishing an independent contractor relationship between the City and Manager. This Agreement is not, nor should it be construed as, a lease or an agreement in the nature of a lease. No covenant of quiet enjoyment shall be implied in this Agreement. It is further understood and agreed by and between the parties that nothing herein shall constitute or be construed to be an employment, partnership, joint venture, or joint employer relationship between the City, its successors or assigns on the one part, and Manager, its successors or assigns on the other part.

Manager has no property interest or possessory interest in the Park. Manager shall have the right to use the Park pursuant to the terms in this Agreement.

21. Non-Discrimination. Manager agrees not to discriminate against any employee or applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public.

22. Agreement. This Agreement is the entire, final and complete agreement of the parties and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives.

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IN WITNESS WHEREOF, the parties hereto have executed this document as of the date first above written.

CITY:

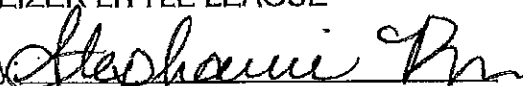
CITY OF KEIZER

By: 

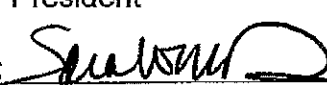
City Manager

MANAGER:

KEIZER LITTLE LEAGUE

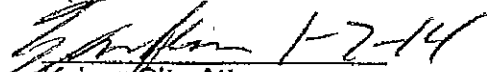
By: 

President

By: 

~~Secretary~~ Player Agent

Approved as to form:


Keizer City Attorney