Accessibility and Accommodation Requests
For questions about accessibility or accommodations for persons with disabilities, or to request a translator, interpreter, or other communication aids, please contact Melissa Bisset at 503-856-3412 or bissetm@keizeror.gov. The City of Keizer is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). The Keizer Civic Center is wheelchair accessible.

To provide oral comments via electronic means, please contact the City Recorder's Office no later than 2:00 p.m. on the day of the meeting. Most regular City Council meetings are streamed live through www.KeizerTV.com and cable-cast on Comcast Channel 23 within the Keizer City limits.

AGENDA

KEIZER CITY COUNCIL
REGULAR SESSION

Monday, July 20, 2026
6:00 PM
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **SPECIAL ORDERS OF BUSINESS**

5. **COMMITTEE REPORTS**

6. **PUBLIC COMMENTS**

   This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.

7. **CONSENT CALENDAR**

   a. **Approval of July 6, 2026 Regular Session Minutes**

   b. **Approval of July 20, 2026 Work Session Minutes**

   c. **RESOLUTION - Authorizing City Manager to Sign Intergovernmental Agreement with ODOT to Update the Transportation System Plan**

8. **PUBLIC HEARINGS**

9. **ADMINISTRATIVE ACTION**

   a. **Event Center Fee Waiver - Keizer Public Safety Foundation**

   b. **Lydia Street Vegetated Stormwater Facilities Bridge Enforcement**

   c. **Chamber Marketing Plan**

   d. **Discussion regarding renaming of the Sports Parks**

e. Discussion Related to Transient Occupancy Tax

f. Receive six month report from Sports Facilities Companies

g. Parks Master Plan and Parks Committee Discussion

10. 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.

11. STAFF UPDATES

12. COUNCIL MEMBER REPORTS

13. AGENDA INPUT

Monday, July 27, 2026 - 6:00 p.m.
City Council & Multi-Modal Safety Committee Joint Work Session

Monday, August 3, 2026 - 6:00 p.m.
City Council Regular Session

Monday, August 10, 2026 - 6:00 p.m.
City Council Work Session - LOC Legislative Policy

Monday, August 17, 2026 - 6:00 p.m.
City Council Regular Session

Monday, August 24, 2026 - 6:00 p.m.
City Council Work Session — Keizer Event Center Policies and Keizer-Iyo Sister City Association

Tuesday, September 1, 2026 - 6:00 p.m.
City Council & Parks & Recreation Advisory Board Joint Work Session as per Parks & Recreation Advisory Board recommendation

14. ADJOURNMENT

City of Keizer Mission Statement

The City of Keizer is committed to fostering a safe, unified, and economically vibrant community while maintaining fiscal responsibility. By delivering city services in a coordinated, efficient, and cost-effective manner, we strive to provide exceptional value to residents, ensuring sustainability and responsiveness to community needs to enhance the quality of life for all.

MINUTES
KEIZER CITY COUNCIL
Monday, July 6, 2026
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 6:00 p.m.

ROLL CALL

Roll call was taken as follows:

Present:	**Staff:**
Cathy Clark, Mayor	Adam Brown, City Manager
Shaney Starr, Council President	Tim Wood, Assistant City Manager
Soraida Cross, Council Vice President	Shane Witham, Planning Director
Kyle Juran, Councilor	Joseph Lindsay, City Attorney
Daniel Kohler, Councilor	Keare Blaylock, Public Works Director
Marlene Parsons, Councilor	Andrew Copeland, Police Chief
Lore Christopher, Councilor	Garrett Klever, Human Resources Director
	Melissa Bisset, City Recorder

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

There were no special orders of business.

COMMITTEE REPORTS

a. Volunteer Coordinating Committee Recommendation for the Parks & Recreation Advisory Board and the Multi-Modal Safety Committee

City Recorder Melissa Bisset summarized the staff report.

<u>Council President Starr moved the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Liam Stitt to the Parks & Recreation Advisory Board and Lazlo Montoya Mendoza to the Multi-Modal Safety Committee as the Youth Liaisons for school year 2026-2027. Councilor Kohler seconded. Motion passed unanimously as follows:</u>
AYES: Clark, Kohler, Starr, Juran, Christopher, and Parsons (6)

NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Cross (1)

Michael Welsh, Multi-Modal Safety Committee (MMSC) Member, provided a summary of the most recent MMSC meeting.

It was noted that Councilor Cross had arrived at the meeting.

PUBLIC COMMENTS

Mayor Clark summarized the written comments.

Council President Starr discussed having a tracking document of complaints for the Multi-Modal Safety Committee.

Kris Lawyer, Joys of Living Assistance Dogs (JLAD), shared the work of JLAD and about their upcoming graduation. She noted that this year they would be including the fundraiser with their graduation.

Jane Tichenal, Keizer, hoped that the Council remained transparent, honest, and committed to integrity. She expressed concern about investigations not following proper procedures; encouraged collaboration among Council members; requested consistent procedural guidance from the City Attorney; and encouraged residents to stay informed, engaged, and participate in upcoming elections.

CONSENT CALENDAR

a. Approval of June 15, 2026 Regular Session Minutes

<u>Council President Starr moved for approval of the Consent Calendar Items a, b, d, and e. Councilor Kohler seconded.</u>
<u>Motion passed as follows:</u>
AYES: Clark, Starr, Cross, Juran, Kohler, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

Items c and f were pulled from the Consent Calendar.

b. Event Center Fee Waiver - Joys of Living Assistance Dogs (JLAD) Graduation

This item was approved under the Consent Calendar.

c. <u>RESOLUTION</u> — Declaring the House at 4860 Bailey Road Northeast, Keizer, Oregon to be Surplus and Authorizing its Demolition

Councilor Christopher mentioned that the City of Keizer would be partnering with Keizer Fire on a learn-to-burn with the house.

<u>Council President Starr moved the Council adopt Resolution R2026- Declaring the house at 4860 Bailey Road Northeast, Keizer, Oregon to be Surplus and Authorizing its Demolition. Councilor</u>

Kohler seconded. Motion passed as follows:
AYES: Clark, Starr, Cross, Juran, Kohler, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

d. RESOLUTION - Restating the City of Keizer Cafeteria Plan Under Section 125 of the Internal Revenue Code

This item was approved under the Consent Calendar.

e. RESOLUTION - Amending the 2020-2030 Public Art Master Plan; Repeal of Resolution R2026-3653

This item was approved under the Consent Calendar.

f. RESOLUTION - Supporting Marion County's Action Regarding Drawdown of Detroit Lake

Council President Starr moved the Council adopt Resolution R2026- Supporting Marion County's Action regarding drawdown of Detroit Lake. Councilor Kohler seconded. Motion passed as follows:
AYES: Clark, Starr, Cross, Juran, Kohler, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

PUBLIC HEARINGS

There were no public hearings.

ADMINISTRATIVE ACTION

a. Concierge Surcharge for Solid Waste Service for High Density Housing

City Manager Adam Brown summarized the staff report.

Greg Dipman, Valley Recycling and Disposal, and Marcus Gerber, Loren's Sanitation Service, explained that the service to move the carts to the curbs would be available for anyone who wanted it. If they did not want the additional service, they would need to bring it to the curb. It was noted that there was a hardship exemption.

Council President Starr moved that the Keizer City Council direct staff to work with Loren's Sanitation and Recycling, Inc. and Valley Recycling Disposal, Inc. and return to the City Council with a proposed amendment to the solid waste hauling rate schedule adding a concierge surcharge for high-density housing and similar developments where standard automated roadway service is not feasible. Councilor Kohler seconded. Motion passed unanimously as follows:
AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

b. <u>RESOLUTION</u> - Establishing the Amount of the Sewer System Development Charge for Wastewater Treatment Facilities; Repealing Resolution R2025-3602

Assistant City Manager Tim Wood summarized the staff report.

<u>Council President Starr moved to adopt Resolution R2026- Establishing the Amount of the Sewer System Development Charge for Wastewater Treatment Facilities; Repealing Resolution R2025-3602. Councilor Kohler seconded. Motion passed unanimously as follows:</u>
AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

c. Verda Lane Traffic Corridor Options

Public Works Director Keare Blaylock summarized the staff report. Discussion followed regarding the speed limits near the roundabout on the south portion of Verda. There was discussion about speed tables and the process for petitioning Oregon Department of Transportation (ODOT) when asking for changes to the speed limit. The current project south of Dearborn was anticipated to be done in the fall.

The inconsistency in speed limits were discussed. The importance of safe routes to school for children was highlighted. There was a suggestion to also look at a flashing beacon. It was noted that the Neighborhood Traffic Management Plan (NTMP) would be reviewed and updated.

Discussion ensued regarding traffic citations.

On the South end of Verda, there could be a speed study, and the City could petition ODOT for the speed to be reduced. It was noted that there would be a new flashing beacon on both sides of Verda at Alder.

There was consensus by the Council to direct staff to move forward with the placement of the flashing speed signs as recommended by the traffic engineer.

Ms. Blaylock continued discussing the staff report related to the North end of Verda. There was a comment about on-street parking and how it provides traffic calming. Discussion ensued regarding speed tables and the NTMP.

There was discussion about gathering feedback from the neighborhood residents, the previous placing of stop signs in the Gubser Neighborhood, and dynamic traffic signs.

Ms. Blaylock explained that Verda Lane was planned as an alternate North-South route and that permanent traffic changes could affect long-term traffic patterns by diverting traffic to River Road. She recommended deferring permanent changes until the Transportation System Plan (TSP) process was complete while considering interim measures in the meantime.

There was a request to also add street trees as a traffic-calming measure. Ms. Blaylock would review the tree inventory. If trees are placed, the property owners would be responsible for the nearby sidewalks.

d. **RESOLUTION - Adopting User Fees for the Keizer Rapdis Park Artificial Turf Fields; Repeal of Resolutions R2024-3506 and R2025-3571**

There was a ten-minute recess at 7:38 p.m. The meeting resumed at 7:49 p.m.

City Manager Adam Brown provided a history of the sinking fund concept and the Requests for Proposals related to the management and operations of the turf fields.

Mr. Brown commented that Sports Facilities Companies would be coming to provide a six-month report at the July 20th City Council Meeting and asked that the Council wait to provide direction until after that time.

There was discussion about the timing of the rate increases in relation to a potential change in management. It was noted that the fees aligned with the baseball/ softball fees at Keizer Little League. There was a suggestion to look at the fees annually.

Council President Starr moved to adopt Resolution R2026- Adopting User Fees for the Keizer Rapids Park Artificial Turf Fields; Repeal of Resolutions R2024-3506 and R2025-3571. Councilor Kohler seconded.

There was a question about where the additional $20 per hour would be going. Mr. Brown explained that it would go into Keizer Community Field Association's (KCFA's) bank account. Concern was expressed about how the funds would be used, and there was a question about whether the money could be directed to the sinking fund and maintenance.

Councilor Christopher asked for a friendly amendment to dedicate the additional revenue to the maintenance and replacement of the turf through a sinking fund.

Discussion ensued on the possibility of KCFA wanting to hire additional staff, where the additional funds would go, and if they could be dedicated to the sinking fund. The proposed amendment was clarified as follows:

Councilor Christopher proposed a friendly amendment to allocate the $20 fee increase by directing $10 to field maintenance and $10 to a sinking fund, and to require quarterly reports to include itemized expenditures. Because the friendly amendment was not accepted, Councilor Christopher then made a motion to amend.

Clerk's Note: The amendment language has been consolidated and edited for clarity while preserving the substance of the discussion and the proposed amendment.

Councilor Cross felt it would be fiscally irresponsible to raise the fees and give them to KCFA when they couldn't provide adequate documentation of its expenditures, so she would be a no vote.

Councilor Kohler commented on the increase for primetime. Mr. Brown estimated the increase would generate approximately $15,000 or more per quarter under the proposed shoulder-time incentive structure.

It was noted that there was different leadership by KCFA and that there were very frequent conversations about the management of the turf fields. Council President Starr did not have concerns about the use of the extra revenue from the increased fees because there were good communications and check-ins now in place.

Councilor Christopher withdrew her motion to amend. She stated that she was not comfortable raising the rates at this time without knowing who would be managing the fields going forward.

Councilor Kohler felt it was the right thing to do as they were asking for the increase.

It was noted that KCFA was now using QuickBooks for their accounting, and there should be improvement.

Mayor Clark called for the question. Motion passed as follows:
AYES: Clark, Kohler, Starr, Juran, and Parsons (5)
NAYS: Cross and Christopher (2)
ABSTENTIONS: None (0)
ABSENT: None (0)

e. Change in the Management and Operations of the Keizer Synthetic Turf Fields at Keizer Rapids Park

City Manager Adam Brown asked that the Council wait to amend the contract with The Sports Facilities Companies (SFCs) at this time, and there would be a presentation by SFCs at the next Council meeting. Council President Starr asked that all avenues be explored related to the lost revenues from the tournaments that were pulled.

OTHER BUSINESS

There was no other business.

STAFF UPDATES

Chief Copeland reported on BLAST Camp, noting that it was a huge success. He thanked all those involved in making it a success. He shared that 56 fireworks calls were responded to, and there were 13 citations issued. There were comments about the Wall of Honor.

Public Works Director Blaylock reported that there was an open recruitment for the Water Division Manager.

Planning Director Witham reported that challenges to the State's scenario planning process had not delayed the City's Transportation System Plan (TSP) grant or planning process. Mr. Witham shared that revisions requested by the City's Legal Department had been submitted to the State, and they anticipated bringing the agreement to the Council for consideration at a future meeting. He noted that work with the State and the Oregon Department of Transportation (ODOT) was continuing with progress expected within the month.

City Attorney Joseph Lindsay reported that the Resolution of Support would go to the County the following day.

COUNCIL MEMBER REPORTS

Mayor Clark and the Councilors reviewed the events and meetings that they had attended as well as upcoming events. It was noted and appreciated that the Police Department Cadet Program had placed flags over the weekend. There was a new mural at Los Dos Hermanos.

AGENDA INPUT

Monday, July 13, 2026 - 6:00 p.m.
City Council Work Session - Police Services Fee - Equivalent Service Unit (ESU) Modeling

Monday, July 20, 2026 - 6:00 p.m.
City Council Regular Session

Monday, July 27, 2026 - 6:00 p.m.
City Council & Multi-Modal Safety Committee Joint Work Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:44 p.m.

MAYOR:	APPROVED:
______________________	______________________
Cathy Clark	Dawn Wilson, Deputy City Recorder

Minutes approved: ______________________

MINUTES
KEIZER CITY COUNCIL
Monday, July 13, 2026
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 6:00 p.m.

ROLL CALL

Roll call was taken as follows:

Present:
Cathy Clark, Mayor
Shaney Starr, Council President
Kyle Juran, Councilor
Daniel Kohler, Councilor
Marlene Parsons, Councilor
Lore Christopher, Councilor

Staff:
Adam Brown, City Manager
Tim Wood, Assistant City Manager
Joseph Lindsay, City Attorney
Andrew Copeland, Police Chief
Melissa Bisset, City Recorder

Absent:
Soraida Cross, Council Vice President

DISCUSSION

a. Police Services Fee Presentation

It was noted that the City had spoken with the Keizer Chamber of Commerce regarding Police Services Fees.

Assistant City Manager Tim Wood presented on the Police Services Fee by providing an overview and explaining the types and sizes of accounts.

Mr. Wood shared the Police Services Fee increases for each type of account pursuant to Resolution R2026-3670.

There was discussion about the delinquency fee and the Senior/ Head of Household Low Income rate.

There was discussion about potentially indexing the fees in the future.

Mr. Wood reviewed the Police Services Fee using the Level Rate Structure with Commercial billed Equivalent Service Units (ESUs) for upcoming fiscal years, noting how the fee would impact businesses based upon the business type and size.

Mr. Wood explained that Police Services Fees were generally tied to water accounts, which may serve multiple businesses, and that water service cannot be disconnected for nonpayment of the fee.

Mr. Wood explained that there was approximately $20,000 of flexibility in the commercial fee model before any reductions would need to be offset by increasing rates elsewhere.

The size of an ESU was discussed.

Mr. Wood explained the timing of the restructuring of the fees.

It was noted that under the current model, businesses at one ESU would be paying less than residential. There was some Council interest in having a minimum be the same as a residential rate. Under the current model, there would be a three-month window where the one ESU business rate would be lower than the individual and then the rate would be the same in January.

There was discussion about the one through three ESU businesses. It was noted that convenience stores were in the one through three ESU accounts. It was noted that the convenience stores had a high call volume. Mr. Brown reviewed the calls for service numbers.

Chief Copeland shared that more than five calls per month were something that needed more attention.

Mr. Wood listed some of the businesses that fell into the one through three ESUs category.

Discussion ensued about calls for service.

Louis Risewick, President of the Keizer Chamber of Commerce, and Jonathan Thompson, Keizer Chamber Board Treasurer and Co-Chair of the Government Affairs Committee shared that they were both business owners and Keizer residents—and that they would be paying both as business owners and residents. Mr. Thompson asked if something could be done for the businesses in the one through six categories and if there could be a cap put on the fee for larger businesses. He also asked if houses of worship and sports parks could have a reduced rate.

Chief Copeland shared about calls for service to houses of worship.

Mr. Thompson asked about the rate being combined for four, five, and six ESU rates and suggested they pay at the four ESU rate.

Volcanos Stadium was discussed regarding the number of ESUs and how often they were open for business.

Discussion ensued regarding a potential cap for businesses with a large number of ESUs.

Mr. Wood shared that he had looked at a variety of models.

It was noted that the Police Fee Task Force had recommended a fee model with increasing ESU charges as ESU values increased, and it was asked whether staff had modeled the inverse approach, in which businesses with higher ESU values would pay a lower per-ESU rate while smaller businesses would pay a higher rate. Mr. Wood commented that an inverted model had been explored during the modeling process but was not pursued because it did not gain traction.

Mr. Wood also clarified that the modeling did not include grouping businesses into ESU ranges while charging the lowest ESU rate within each group.

The Council reached consensus to have staff prepare additional ESU fee modeling that included the following:

- A "floor" (minimum fee)
- Alternative cost groupings for businesses with one to six ESUs
- An inverted, graduated fee structure to evaluate potential impacts on larger businesses

The Council expressed a preference that staff use a percentage-based approach rather than fixed dollar amounts when preparing the modeling because it would be easier to work with.

It was noted that schools were not included in the commercial category and were assessed similarly to residential accounts. It was noted that the School District has a significant contract with the City to pay for Police Services. Marion County and Keizer Fire District were also treated similarly to residential.

Gratitude was expressed to the Police Department, City staff, and the Police Fee Task Force for their work.

ADJOURNMENT

Mayor Clark adjourned the meeting at 7:29 p.m.

MAYOR: APPROVED:

____________________________ ____________________________

Cathy Clark — Dawn Wilson, Deputy City Recorder

Minutes approved: ________________________

City Council Meeting Date: July 20, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Shane Witham, Planning Director

Subject: Intergovernmental Agreement with ODOT for updating the Transportation System Plan

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Proposed Motion

I move the City Council adopt Resolution R2026-___ Authorizing City Manager to Sign Intergovernmental Agreement with ODOT to Update the Transportation System Plan.

I. Summary

Updating the Transportation System Plan has been an identified goal of the City Council for several years. This project will be supported by a consultant team largely funded by ODOT with federal funds. The attached intergovernmental agreement includes a scope of work that specifies responsibilities for the City and ODOT. The City will be required to provide matching funds (10.27% of eligible costs) which is $54,296.75, along with staff time to manage the project.

II. Background

A. The City is updating the Transportation System Plan to address transportation needs for the City and to comply with state rules. New state requirements have been developed through the Climate Friendly and Equitable Communities (CFEC) rules and recently, Keizer participated in the creation of a Scenario Plan with regional partners. The TSP update will focus on Keizer priorities and will align with the scenario developed through the regional scenario planning process.

B. The regional scenario plan was submitted to the State Department of Land Conservation and Development (DLCD) on March 31, 2026 and is still under review by DLCD. Marion County proposed changes to the regional plan. However, this should not impact starting the TSP work.

III. Current Situation

A. ODOT has allocated funds for the update and a consultant team led by DKS Associates has been selected to shepherd the TSP update from start to finish. The execution of the IGA is the first step to "start the process" of updating the TSP, and outlines the responsibilities for the City and ODOT. Keizer is required to provide matching funds (10.27%) of $54,296.75, which will come from the City's Transportation Improvement Fund (SDC $).

B. The City will be responsible for leading the community engagement efforts with support from the consultant team, and it is anticipated that a robust public engagement effort will be integral to a successful project. The project will be led by the Planning Department in partnership with the Public Works Department.

C. ODOT will issue the Notice To Proceed for the contract with DKS Associates after the IGA is finalized, and the City has contributed the required matching funds.

D. Work is expected to begin in 2026 and it is anticipated to take up to 2 years to complete.

IV. Analysis

A. **Strategic Impact** - Strategic Plan Goal #2: Transportation and Infrastructure is directly related to updating the Transportation System Plan. The first task and Council Priority is to *"Complete update of the Transportation System Plan".*

B. **Financial** - The City's required match (10.27%) is $54,296.75, which will be paid from system development charges in the Transportation Improvement Fund.

C. **Timing** - The execution of the IGA is the "first step" required to begin the process of updating the Transporation System Plan. Once the IGA is executed and matching funds are released, the City will begin working with the consultant on establishing a timeline, committees, etc to start the process.

D. **Policy/Legal** - The IGA has been reviewed by the City Attorney and approved as to form.

V. Alternatives

A. Adopt the attached Resolution authorizing the City Manager to execute the IGA with ODOT (preferred).

B. Don't authorize the execution of the IGA - this would result in the City being unable to update the TSP.

VI. Recommendation

Staff recommends that Council adopt the attached Resolution.

Attachments

1. RES_CC_IGA for Transportation System Plan Update_7 20 2026
2. IGA-TSP

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2026-_____

AUTHORIZING CITY MANAGER TO SIGN INTERGOVERNMENTAL AGREEMENT WITH ODOT TO UPDATE THE TRANSPORTATION SYSTEM PLAN

WHEREAS, updating the Transportation System Plan is an identified goal of the City Council;

WHEREAS, the Oregon Department of Transportation has received federal financial to assist in updating transportation system plans;

WHEREAS, state funds are paid under the Intergovernmental Agreement (IGA) to DKS Associates to shepherd the transportation system plan update from start to finish;

WHEREAS, the City's matching funds for this project is 10.27% of eligle costs, along with staff time;

WHEREAS, the State and the City are authorized to enter into agreements under Oregon Revised Statutes Chapter 190;

WHEREAS, the State and the City wish to enter into the attached Intergovernmental Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to sign the attached Intergovernmental Agreement for City of Keizer Transportation System Plan Update.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

BE IT FURTHER RESOLVED that the matching funds shall be paid from the City's Transportation Improvement Fund (SDC funds).

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

PASSED this __________ day of _________________, 2026.

SIGNED this __________ day of _________________, 2026.

____
Mayor

____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

A172-G040925

ODOT Delivered Federal Project
On Behalf of City of Keizer
Transportation System Plan
Project Name: Keizer Transportation System Plan Update

THIS AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and the City of Keizer, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, ODOT may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all lawful functions and activities that ODOT has the authority to perform.

2. ODOT has selected Agency to receive federal financial assistance to update a transportation system plan (TSP) in accordance with State's Transportation Planning Rule (TPR), Oregon Administrative Rules (OAR) Chapter 660 Division 12. ODOT, through its Oversight and Stewardship Agreement with the Federal Highway Administration (FHWA), is responsible for administering the disbursement of federal transportation funds for the completion of this Project, as defined in paragraph 1 of this Agreement. The Parties intend for this Agreement to memorialize the roles and duties of the Parties with respect to the Project.

3. By the authority granted in ORS 366.425, State may accept deposits of money from any county, city, road district, person, firm or corporation for the performance of work on any public highway within the State. When said money is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.

4. The Project is being delivered by ODOT under ODOT Price Agreement Number Transportation Land Use Planning 2021 (TLUP '21), Work Order Contract Number **12**. Agency has collaborated with State as described in this related procurement to select a consultant to complete the scope of work authorized under Work Order Contract Number **12**.

NOW THEREFORE the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, the Parties agree that: (1) State will assist Agency with the preparation of an updated Agency TSP that is consistent with the State's TPR through a consultant hired by State, and (2) Agency shall work collaboratively with State and State's consultant, as set forth herein, to ensure that all best efforts are made to adopt the final TSP update, together hereinafter referred to as "Project," and further defined in Exhibit A - Agency Work, attached hereto and by this reference made a part hereof.

2. **Project Costs and Funding.**

   a. The Total Project Cost shall not exceed $**528,692.82**. Federal funds for this Project are limited to $**474,396.07**. Agency is responsible for the required match of $**54,296.75** (**10.27%)** percent of eligible costs) and for all remaining costs associated with the Project, both participating and non-participating.

   b. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.

   c. Eligible costs are Agency's actual Project costs that are reasonable, necessary and directly incurred in the development of the Project, documented in accordance with generally accepted accounting principles established by the Governmental Accounting Standards Board, and are for eligible or allowed uses of funds under the Oregon Constitution, the statutes and administrative rules of the state of Oregon, and this Agreement. State, in its sole discretion, determines whether a particular cost satisfies the criteria set forth in this paragraph and is an Eligible cost.

   d. State shall consult with Agency on Project decisions that impact the total Project cost prior to making changes to Project scope, schedule, or budget.

   e. Federal funds under this Agreement are provided under Title 23, United States Code.

   f. No federal funds will be paid to Agency under this Agreement. State does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Assistance Listing Number (ALN) number for this Project is 20.205, title Highway Planning and Construction.

   g. State will submit the requests for federal funding to FHWA. The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work ordered by Agency and performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.

h. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.

3. **Term.** The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on ***April 15, 2029***, unless extended by a signed amendment.

4. The Parties shall cooperate in planning and coordination of all public involvement and decision-making processes for the Project. State shall provide opportunities for review and input from Agency throughout the Project.

5. The Parties agree that State, or State's consultant under direction from State, will assume the lead responsibility in preparing necessary drafts, policies, and recommendations to adopt a final TSP.

AGENCY OBLIGATIONS

1. Agency agrees to complete the work shown in Exhibit A in a thorough and timely manner, to support completion of the Project in collaboration with State and State's consultant.

2. Agency agrees that State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.

3. Agency shall, upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit in the amount of $54,296.75 for the Project. Agency agrees collaborate with State to resolve the need for any additional deposits upon request from State, subject to budgeting and availability of funds.

4. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of State's participation for the Project, Agency shall pay any amount which, when added to Agency's advance deposit, will equal 100 percent (100%) of actual total State costs for the Project. Any portion of said advance deposit which is in excess of State's total costs will be refunded or released to Agency.

5. Return of Federal Funds. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds expended on the Project under this Agreement.

6. Agency certifies and represents that each individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of Agency's governing body, commission, board, officers, members or representatives, and to legally bind Agency.

7. Agency's Project Manager for this Project is: Shane Witham, Planning Director, 930 Chemawa Rd NE, Keizer, OR 97303; telephone: 503-856-3439; email: withams@keizeror.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall procure a contract for consultant services for the preparation and drafting of an update to its existing TSP, as defined and required in OAR Chapter 660 Division 12, including all necessary planning documents supporting that TSP.

2. State shall oversee and administer the consultant contract, including review and payment of all invoices. State shall work with Agency in performance of the Project as shown in Exhibit A. State shall consult with Agency as necessary in the development of the scope of services for the procurement documents.

3. State shall, upon execution of this Agreement, forward to Agency a letter of request for an advance deposit in the amount of $ 54,296.75 for payment of State's work on the Project. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project.

4. Upon completion of the Project, State shall either send to Agency an invoice for the amount which, when added to Agency's advance deposit, will equal 100 percent of the total State costs for the Project or State will refund to Agency any portion of said advance deposit which is in excess of the total State costs for the Project.

5. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.

6. State's Project Manager for this Project is: Brandon Williams, Senior Transportation Planner, 555 13th St NE, Salem, OR 97301; telephone: 503-986-7244; email: brandon.williams@odot.oregon.gov or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. Termination.

   a. This Agreement may be terminated by mutual written consent of both Parties.

   b. This Agreement may be terminated by State upon 30 days' written notice to Agency.

   c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

      i. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

      ii. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

      iii. If Agency fails to provide payment for its share of the cost of the Project.

      iv. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

      v. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

   d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

2. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment and or completion of the Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

3. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which

the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

4. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

5. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

6. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

7. The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS Chapters 279B and 279C, incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, both Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

8. All employers, including the Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than $500,000 must be included. Both Parties shall ensure that each of its contractors complies with these requirements.

9. **Americans with Disabilities Act and Rehabilitation Act Compliance**:

   a. General: The Parties agree to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"). The Parties shall ensure that the TSP includes a goal for all listed projects to comply with the ADA.

   b. Work Zone Access: The Parties shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. The Parties shall also ensure that advance notice of any temporary pedestrian route on or along the state highway is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of any work zone, in accordance with ODOT standards and processes.

   c. Information Accessibility: Each Party shall comply with all statutory requirements to ensure that it is providing information that is accessible to people with disabilities, as required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and 36 C.F.R. 1194 Appendix A. Each Party shall include information on how to request reasonable accommodation for access, due to a disability, in any public facing document.

10. Ownership of Work Product.

a. As used in this Agreement, "Work Product" means the TSP update drafted under this Agreement and every work of authorship, report, tangible or intangible item, or any other written deliverable that ODOT's consultant delivers or is required to deliver pursuant to this Agreement. "Work Product" does not include documents related to ODOT's administration of its consultant contract or oversight of the consultant.

b. Ownership of Work Product. All Work Product created pursuant to this Agreement shall be the exclusive property of Agency, whether or not such Work Product is considered a work made for hire.

   i. Agency hereby grants to ODOT an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of, the Work Product, and to authorize others to do the same on ODOT's behalf.

   ii. If state or federal law requires that Agency grant to the United States a license to the Work Product, or if state or federal law requires that ODOT or the United States own the Work Product, then Agency shall execute such further documents and instruments as ODOT may reasonably request in order to make any such grant or to assign ownership to the United States or ODOT.

c. This General Provisions, paragraph 10 survives expiration or termination of the Agreement.

11. Third Party Beneficiaries. State and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

12. Severability. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

13. Survival. Notwithstanding anything in this Agreement to the contrary, all provisions of this Agreement that, by their context, are intended to survive, shall survive Agreement expiration or termination, including without limitation, the rights and obligations set out in the Project Costs and Funding, Return of Federal Funds, Ownership of Work Product, Termination, Records, Contribution,

Dispute Resolution, Third Party Beneficiaries, Severability, Survival, Integration/Modification/Waiver, and payment provisions.

14. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

15. Integration, Modification, Waiver. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

16. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of this Agreement and any amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key No. 22664) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

CITY OF KEIZER, by and through its elected officials

By ________________________________

Title ________________________________

Date ________________________________

By ________________________________

Title ________________________________

Date ________________________________

LEGAL REVIEW APPROVAL (If required in Agency's process)

By ________________________________
Agency Counsel

Date ________________________________

Agency Contact:
Shane Witham
Planning Director
930 Chemawa Rd NE
Keizer, OR 97303
503-856-3439
withams@keizeror.gov

STATE OF OREGON, by and through its Department of Transportation

By ________________________________
Policy, Data & Analysis Division Administrator

Date ________________________________

APPROVAL RECOMMENDED

By ________________________________
Region 2 Planning Manager

Date ________________________________

APPROVED AS TO LEGAL SUFFICIENCY

By Karen Clevering, via email
Assistant Attorney General

Date 06/24/2026, email retained in file

State Contact:
Brandon Williams, Senior Transportation Planner
555 13th St NE
Salem, OR 97301
503-986-7244
brandon.williams@odot.oregon.gov

EXHIBIT A

Agency Work

This Exhibit A describes tasks to be performed by Agency towards the development and adoption of a TSP update.

Agency shall:

1. Meet with the Project Management Team (PMT) formed by State or State's consultant (which shall include the necessary ODOT and Agency staff). Agency shall serve as a member of the PMT formed by State;

2. Provide or ensure access to all information required by State or State's consultant for the preparation and drafting of any or all of the planning components required in the TSP;

3. Support the TSP development and adoption process by facilitating public meetings, including work groups, advisory committee meetings, local government meetings and community engagement meetings, related to adoption of the TSP;

4. Lead community engagement, including the preparation of a community engagement plan and conducting community engagement meetings as described in the community engagement plan, and documenting community engagement efforts and public input in sufficient detail and in a format suitable for inclusion in the draft TSP and related documents prepared by State's consultant;

5. Review all drafts of the TSP in part or in whole, as requested by State or State's consultant, to ensure that the TPR requirements are met and the proposed TSP is consistent or compatible with Agency's acknowledged comprehensive plan policies;

6. Review the draft TSP and confirm to State or State's consultant, and in a public meeting as necessary, the feasibility and adoptability of all proposed goals, policies and projects in the draft TSP; and

7. Take all steps necessary to adopt and implement a final TSP, including preparing findings addressing local ordinance requirements, presenting all ordinances necessary to adopt and implement the TSP and hold hearings on the same in front of final deciding bodies.

City Council Meeting Date: July 20, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: Event Center Fee Waiver - Keizer Public Safety Foundation

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Proposed Motion

I move the City Council approve the requested waiver of the Event Center use fees of $1,700 for the Annual Keizer Public Safety Foundation Breakfast on September 11, 2026.

I. Summary

The Keizer Public Safety Foundation has requested a waiver of the rental fee for use of two Iris Rooms in the Keizer Event Center for their first annual breakfast fundraiser on September 11, 2026. The event is from 7:00 am to 8:00 am and open to the public.

The use rate for the Event Center room Iris A and B is $187.50 per hour (includes a non-profit 25% discount) for 5 hours on September 11, 2026, totaling $937.50. In addition, the Keizer Public Safety Foundation has requested 3 hours on September 10, 2026 for setup, totaling $562.50. Use of the stage is an additional $200.

Staffing fees are included in the use fee. Staff will be required to set up the room prior to the event, cover during the event, and then clean/restore the room after the event.

II. Background

A. The City received a request from the Keizer Public Safety Foundation requesting a fee waiver for their annual breakfast on September 11, 2026.

B. This is the first fee waiver request from the Keizer Public Safety Foundation.

III. Current Situation

A. The City has received and approved the Event Center Use Agreement dated February 18, 2026.

B. No other events are scheduled for this date and time.

C. The insurance information and deposit has been received.

IV. Analysis

A. **Strategic Impact** - Not applicable

B. **Financial** - The financial impact of this request is a reduction in use fee income of $1,700 for the Event Center.

C. **Timing** - The event is scheduled for September 11, 2026.

D. **Policy/Legal** - Resolution R2024-3435 - Adopting Use Policies and Rates for the Keizer Event Center: Repealing Resolution R2023-3423, indicates that the City Council may reduce or waive rates, deposits or other costs for certain uses if, in the Council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.

V. Alternatives

A. Approve the waiver of the Event Center use fees of $1,700.

B. Take no action and the City will charge the applicable use fees for access to the room.

VI. Recommendation

Staff recommends the City Council approve the requested waiver of the Event Center use fees of $1,700 for the Annual Keizer Public Safety Foundation Breakfast on September 11, 2026.

Attachments

1. LTR_CC_09.11.2026 Keizer Public Safety Foundation Fee Waiver Request Letter_07 06 2026
2. RES_CC_R2024-3435_2023-01-02 - Adopting Use Policies and Rates for the Keizer Event Center_07 06 2026

Dear City of Keizer, City Council,

On behalf of the Keizer Public Safety Foundation, I respectfully request consideration of a fee waiver for our **First Annual Breakfast Fundraiser**, to be held on **September 11, 2026**, at the Keizer Event Center.

This event is designed to bring our community together in support of the men and women who serve Keizer every day—our police officers, firefighters, and first responders. The Foundation exists to strengthen the connection between public safety and the community by providing resources, support, and opportunities that enhance service and preparedness.

As our first annual fundraiser, this breakfast represents an important step in building a lasting community tradition centered on service, remembrance, and gratitude. A fee waiver would greatly assist us in keeping event costs low and ensuring that the maximum amount of funds raised directly supports public safety programs and initiatives that benefit the Keizer community as a whole.

We are grateful for the City of Keizer's ongoing support of community-focused organizations and events, and we appreciate your consideration of this request. Please let me know if additional information or documentation is needed.

Thank you for your time and continued partnership.

Warm regards,

L.K. Risewick

Leslie Risewick
President
Keizer Public Safety Foundation
Foundation

Jill Gust

Jill Gust
Secretary
Keizer Public Safety

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-3435

ADOPTING USE POLICIES AND RATES FOR THE KEIZER EVENT CENTER; **REPEALING RESOLUTION R2023-3423**

WHEREAS, the City Council adopted policies for community use of city hall facilities in 1986;

WHEREAS, the adopted policies for community use of city hall facilities has been amended several times with the last revision taking place in 2023;

WHEREAS, the City Council adopted the current use rates for the Civic Center Community Rooms pursuant to Resolution R2023-3423;

WHEREAS, the Keizer Community Center name has been used since the Civic Center was built in 2009;

WHEREAS, the City Council has reviewed the matter and finds that it is appropriate to amend the name, policies and fees for the Community Center;

WHEREAS, the City Council desires to amend the name, policies and fees;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Keizer Community Center shall be referred to as the Keizer Event Center and that staff is directed to revise all documentation referencing the name as agreements expire.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the following policies for use of the Keizer Event Center and lobby are hereby adopted:

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

Alcohol Policies: The following regulations apply to the allowance, sale or consumption of alcoholic beverages in the Keizer Event Center and lobby:

a. Only individuals twenty-one (21) years of age or older may consume alcohol in accordance with this policy.

b. No person shall sell, give or otherwise make available any alcoholic beverage to a person under the age of 21 years.

c. No person shall sell, give or otherwise make available any alcoholic beverage to any person who is visibly intoxicated.

d. Alcoholic beverages are permitted only in the Keizer Event Center and the adjoining lobby areas. Alcoholic beverages are prohibited outdoors and in other areas of the building.

e. Alcoholic beverages are allowed only in conjunction with a reserved event and only after written approval has been given by the City.

f. Alcoholic beverages will be served only by a licensed and bonded server pursuant to all Oregon Liquor Control Commission laws and regulations.

g. Alcoholic beverages will be served only when acceptable Oregon Liquor Control Commission documentation has been provided to the City.

h. Alcohol Caterer/server shall secure at its own expense General Liability Insurance with minimum limits of $2,000,000.00 per occurrence and Liquor Liability Insurance with minimum limits of $2,000,000.00 per occurrence unless specified by a specific contract approved by the City Attorney. The insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer, its officers, agents, contractors, and employees shall be included as additional insured in said insurance policy. Evidence of the insurance and additional insured endorsement must be provided to City at least fourteen (14) days prior to the date of the event. As part of the event reservation process, the applicant and caterer/server shall agree to defend and indemnify the City, its employees, agents and contractors from any and all claims in connection with alcohol use on the premises.

i. The City Manager may place reasonable conditions on the event to protect persons and property.

Insurance Policies: The following regulations apply to clients' use of the Keizer Event Center and lobby:

a. The client shall, at its sole cost and expense, procure and maintain through the term of the rental a Commercial General Liability insurance

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503-856-3433

policy providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the facilities used hereunder in the amount of $2,000,000, unless a different amount is approved by the City Attorney. The Commercial General Liability Insurance required shall be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer, its officers, agents, contractors, and employees shall be included as additional insured in said insurance policy. Client must provide the City with the proof of the insurance and additional insured endorsement evidencing such insurance at least fourteen (14) days prior to the date of the contracted event. Failure to provide the proof of insurance and endorsement will result in cancellation of the event.

b. No insurance is required for non-alcoholic events when client is using one or two small rooms.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the following use rates are hereby established:

1. Base Use Rates. The following base use rates shall be charged for the Keizer Event Center:

   a. Small room (828 - 864 square feet) - $35.00 per hour with a three hour minimum.
   b. Medium room (2,556 - 2,769 square feet) - $125.00 per hour with a four hour minimum.
   c. Large ballroom (8,165 square feet) - $325.00 per hour with an eight hour minimum.
   d. Keizer-based 501(c) organizations may host fundraiser activities using two Medium rooms or the Large ballroom for a base use fee of $600.00. This fee shall include the use of the facility and amenities. The user will be responsible to pay all fees associated with required staffing and security. The use under this provision is limited to one (1) event per calendar year per Keizer-based 501(c) organization and is limited to a maximum of twelve (12) hours usage.
   e. Keizer residents and Keizer-based 501(c) non-profit organizations are entitled to a twenty-five percent (25%) discount on the base use rates outlined in 1(b) and 1(c) herein. Keizer residents' use is limited to personal, non-business use only, including, but not limited to birthday parties, anniversary parties, and baby showers. (Small rooms are not discounted.)

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f. Government and quasi-government entities, e.g., City of Salem, Marion County, State of Oregon, Salem-Keizer School District, Keizer Fire District, Salem-Keizer Transit District, Keizer Chamber of Commerce, League of Oregon Cities, Mid-Willamette Valley Council of Governments, are entitled to a twenty percent (20%) discount on the base use rates outlined in 1(b) and 1(c) herein. (Small rooms are not discounted.)

g. City-hosted activities directly benefiting City operations are entitled to a fifty percent (50%) discount on the base use rates outlined in 1(b) subject to the following:

i. Registration fees charged to participants shall total no more than the actual out-of-pocket costs of the event.

ii. This discount is only available for one or two medium rooms. The large ballroom and small room rates are not discounted.

iii. For Friday, Saturday or Sunday dates, the event may not be reserved more than six (6) months prior to the event.

iv. No alcohol is allowed for City hosted events. Insurance is not required.

h. The above discounts are not transferrable.

2. Exempt Uses. The following uses are exempt from payment of use rates and insurance requirements, except caterer insurance if applicable. No alcohol is allowed for these events:

a. City Meetings. City Council/Urban Renewal Agency meetings, City/Urban Renewal Agency committee, task force, or staff meetings, trainings, recruitments or exercises.

b. Neighborhood Associations. Recognized neighborhood associations may hold their regular meetings, up to twelve (12) meetings per year in one or two small rooms.

c. Keizer-based Youth Sports. Keizer-based youth sports organizations may hold up to three (3) events per year using one medium room or one or two small rooms.

d. Town Hall/Community Forums. City, Urban Renewal Agency, Salem Area Mass Transit District, Marion County, and other governmental agencies may hold town hall/community forums for the purpose of gathering public input.

e. Keizer Library. The Keizer library may hold up to two (2) book sale events per year using up to one medium room for up to three days.

f. City Employee/City Volunteer Training. Training and meetings for City employees or City volunteers are exempt. Other governmental employees or volunteers may also attend. No fee may be charged to

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503-856-3433

participants other than the actual meal cost, if a meal is served.

g. City-Hosted Educational Outreach Events. No registration fee may be charged to the participants.

h. Outside Committees/Groups. With City Manager approval, organizations connected with the City or benefitting City residents such as Keizer United, Claggett Creek Watershed Council, and Community Emergency Response Team may hold one meeting per month in one or two small rooms. No registration fee may be charged to the participants.

3. Other Agreements Exempt. Organizations with specific agreements for Event Center Room use are not subject to the above rates. The City Manager is authorized to negotiate and reduce the use rates for organizations who request repeating scheduled use for a term not exceeding two (2) years.

4. Council Approved Uses. The City Council may reduce or waive rates, deposits or other costs for certain uses if, in the Council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.

5 Additional Facility Charges. The City Manager is authorized to adopt and impose surcharges for rental rates for additional facilities, including, but not limited to stages, audio/visual equipment, computer equipment, kitchen usage and additional labor expenses. The City Manager is authorized to impose deposits, fees or additional charges as City Manager may deem appropriate in their discretion.

6 Use Rates Subject to Facility Agreement. The use rates set forth herein are subject to the provisions of the Facility Use Agreement as authorized by the City Manager. The City Manager is authorized to amend the use rates if in the City Manager's discretion such amended rates provide increased transient occupancy taxes, other identifiable economic benefits to the citizens of the City as a whole, or other identifiable fiscal benefits to the City of Keizer administratively.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that Resolution R2023-3423 (Adopting Use Policies and Rates for the Keizer Community Center Rooms; Repealing Resolution R2018-2932) is hereby repealed in its entirety except for already booked events.

BE IT FURTHER RESOLVED that this Resolution shall take effect on January 1, 2024.

PASSED this 2nd day of January, 2024.

SIGNED this 2nd day of January, 2024.

Cathy Clark
Mayor

Dawn Wilson
Deputy City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

City Council Meeting Date: July 20, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Keare Blaylock, Public Works Director

Subject: VSF Bridges

Proposed Motion

I move that the City Council rescind the enforcement action for the four property owners in question and direct staff to prioritize a redesign of linear roadside stormwater facilities in the Stormwater capital improvement plan and allow property owners adjacent to stormwater treatment facilities on local streets to obtain temporary right-of-way encroachment permits, where feasible, until such time the facilities can be improved.

I. Summary

Four homeowners on Lydia Street received a Notice of Violation for constructing unpermitted bridges over vegetated stormwater facilities in the public right-of-way. These residents petitioned the City Council to allow them to keep the bridges or to help them find an acceptable alternative to address their concerns. The Council instituted two 180-day moratoriums on the enforcement order to allow staff and residents time to further evaluate the concerns and explore alternatives. Staff were directed to work with residents and return to Council to present a solution.

II. Background

A. On June 2025, Notices of Violation were issued to multiple property owners on Lydia Street regarding the unpermitted installation of bridges and rock, altering the City's vegetated stormwater facilities.

B. On August 18, 2025, residents petitioned the Council to allow them to keep the bridges or find alternative solutions to their concerns. The Council passed a motion directing staff to institute a 180-day moratorium on the enforcement order, to work with the residents to develop a viable solution to present to Council, and to initiate a risk assessment through CIS.

C. Staff began researching alternatives, interviewing DEQ and other municipalities, reviewing engineering design standards, and preparing options.

D. On March 2, 2026, staff requested an additional 180-day moratorium to continue efforts to develop a solution.

E. Staff continued to explore a multitude of options within the framework of the City's regulatory permit compliance, code and policies, engineering standards, risk management, and legal liability.

F. Staff met with Howard Robinson and other neighbors on site in April 2026 to discuss progress and options under consideration.

G. The PW Director reached out to Howard to share the staff's recommendation, which was well received.

H. On July 10, 2026, affected residents were mailed a letter notifying them of this meeting.

III. <u>Current Situation</u>

A. There are four open enforcement actions for unpermitted bridges existing in the public right-of-way in violation of Section 36-2 and Sec. 18-128 of the City code.

B. The Council's second 180-day moratorium on enforcement is in effect until September 2, 2026.

C. Staff explored numerous options ranging from low to high cost and low to high customer satisfaction. While the most viable solution was to create a step-out, staff ultimately determined that this would require a full restoration of the facility to ensure capacity, increasing the cost with no substantial increase in customer satisfaction.

D. Through the investigation, it was also determined that the Lydia facilities are near the end of life in terms of life-cycle management principles. Staff thinks it would be inefficient to fund the full restoration of a facility that doesn't meet current design standards and is problematic for property owners.

E. Staff concluded that these facilities, and other similar facilities in the City, should be redesigned when they reach the end of their functional life, rather than undergo rehabilitation. Given the financial constraints of the Stormwater Fund, the redesign and reconstruction of these facilities will need to be included in the capital outlay.

F. In the interim, enforcement actions for these types of facilities must continue to emphasize the preservation of functionality to ensure compliance with the City's NPDES MS4 Phase II permit.

G. While the City Engineer does not recommend that Council allow unpermitted obstructions in the public right-of-way, based on a review of the stormwater report for the Lydia subdivision, the four bridges do not substantially impact stormwater treatment. However, it's important to note that additional alterations to the facility could impact functionality.

H. Given this, the Council may elect to direct staff to issue a limited number of temporary right-of-way encroachment permits to property owners adjacent to linear vegetated stormwater facilities on local streets, where feasible (i.e., functionality can be maintained) until such improvements can be made.

IV. Analysis

A. **Strategic Impact** - No strategic plan impact.

B. **Financial** - There is no anticipated financial impact to the approved 2026-27 budget. The recommendation does require future obligation of funds for capital improvements to the stormwater facilities. The cost of improvements will be determined at a later date.

C. **Timing** - The 180-day moratorium expires September 02,2026.

D. **Policy/Legal** -

   A. The unpermitted structures are in violation of City codes Sec. 36-180 and Sec. 18-128.

   B. Unpermitted structures in the right-of-way pose a potential risk to public safety such that the City may be held liable for any injury or harm resulting from their use.

   C. The City may choose to issue temporary right-of-way encroachment permits to property owners who are willing to accept liability for the structures.

   D. Alterations to vegetated stormwater facilities that impact the functionality constitute a violation of the City's NPDES MS4 Phase II permit, Schedule A.3.e, which could result in fines, civil penalties, and/or termination of the permit by DEQ.

V. Alternatives

A. Extend the moratorium and direct staff to propose alternative options for the Council's consideration.

B. Rescind the enforcement and direct staff to prepare an amended budget for Council approval to accommodate immediate capital improvements to rehabilitate or redesign the vegetated stormwater facilities.

C. Rescind the enforcement and direct staff to prioritize the redesign of linear roadside stormwater facilities in the Stormwater capital improvement plan and allow property owners adjacent to stormwater treatment facilities on local streets to obtain temporary right-of-way encroachment permits wherever feasible until such time the facilities can be improved.

D. Take No Action. On September 3, 2026, staff will proceed to take the appropriate enforcement action to remedy the code violations.

VI. Recommendation

Staff recommends the Council rescind the enforcement and direct staff to prioritize the redesign of linear roadside stormwater facilities in the stormwater capital improvement plan and allow property owners adjacent to stormwater treatment facilities on local streets to obtain temporary right-of-way encroachment permits wherever feasible until such time the facilities can be improved.

Attachments

None

City Council Meeting Date: July 20, 2026

To:	Mayor Clark and City Council Members
Thru:	Adam J. Brown, City Manager
From:	Adam Brown, City Manager
Subject:	Chamber Marketing Plan

Proposed Motion

I move that the Keizer City Council direct the payment of money allowed to the Chamber of Commerce be delegated to the City Manager for substantial completion or insufficient.

I. Summary

As per the Chamber of Commerce agreement with the City of Keizer, the Chamber of Commerce is supposed to provide an updated marketing plan each year. The Chamber of Commerce has submitted a plan. It was unclear in the agreement whether the plan needed to be approved by city council each year.

II. Background

A. The City entered into an agreement with the Keizer Chamber of Commerce on July 22, 2025. The agreement was for visitors center and tourism promotion services.

B. As part of the agreement, the Chamber is to provide an annual marketing plan which will be the basis for a portion of the funding.

III. Current Situation

A. In the contract, under "Administrative and Management Functions", the Chamber "shall develop a marketing and annual board adopted budget designed to promote tourism-related activities in Keizer with an emphasis on using revenue for strategic, targeted advertising outside the local area." Furthermore, the agreement states that subsequent year's marketing plan and annual board adopted budget shall be submitted, in writing, to the City."

B. Although it is under the administrative and management function, there was some confusion by some councilors on whether the City Council was supposed to approve the old marketing plan and the new one. For clarity, I am bringing both before you for review.

C. If the council wishes to attach a value to each part of the marketing plan, this would be the opportunity to say how much each item is worth. This would provide clear and objective standards for determining payout.

D. Another alternative is to allow the City Manager to declare the plan either substantially complete or insufficient. Substantially complete would be greater than 50% incomplete. Insufficient would be less than 50% complete. Substantially complete would result in full funding and insufficient would result in no funding. The term of the contract has one more extension, at which time the council could review how this is working.

IV. Analysis

A. **Strategic Impact** - No strategic impact.

B. **Financial** - The budgeted funds for the Chamber of Commerce are 10% of the overhead costs, up to $25,000, and based on the marketing plan, the city will contribute an additional annual $25,000 toward marketing efforts. Upon receiving the report of last year's marketing plan, I determined that the marketing plan was substantially complete and released the total funds of $25,000 for last year. I received several questions about not having everything complete and whether that should have constituted a partial payment. If it be the council's pleasure to attach a monetary value to each item in the plan, I suggest that this be done at the beginning of the year, so that the City Manager has clear and objective criteria should the council only want to issue partial payment for items that may have not been completed.

   The 2026-27 City of Keizer Adopted Budget provides for up to $50,600 in payments to the Keizer Chamber of Commerce. The appropriations are accounted for in the General Fund — Transient Occupancy Tax Department.

C. **Timing** - The new fiscal year has begun. The budget was approved, which is a necessary item to receive funding as per Section 4 of the agreement.

D. **Policy/Legal** - It is unclear in the agreement if the council desired to approve each year's marketing plan and receive each year's plan. Policy direction from the council would be helpful on this point.

V. Alternatives

A. Direct the City Manager to declare the plan either substantially complete or insufficient. Substantially complete would be greater than 50% incomplete. Insufficient would be less than 50% complete. Substantially complete would result in full funding and insufficient would result in no funding.

B. Direct staff to bring the prior year's marketing plan report to council for acceptance in the future. Attach a value to each part of the plan to make the end of the year allocation of funding clear and reasonable.

C. Place a value on each section of the marketing plan to provide clear and objective standards for payout.

D. Direct staff to bring the new marketing plan for council approval each year.

VI. Recommendation

Staff recommends that the process remain administrative, and that funds be paid for substantial completion or insufficient, as authorized by the City Manager.

Attachments

1. Doc_Marketing Plan_Fulfillment for 2026 funding Year_3 2026
2. 2026-2027 Keizer Chamber Marketing Plan Outline_6 2026
3. AGT_CC_Chamber of Commerce for Visitors Center and Tourism Promotion Services_07 20 2026

Keizer Marketing Plan Outline

Keizer Chamber of Commerce 2025-2026

Our 2025-2026 Marketing Plan/Outline

The Keizer Chamber of Commerce is pleased to submit this additional information in promoting tourism and community and Chamber events. This outline was briefed on July 21, 2025 and also on Feb 2, 2026. This outline provides more data and information as requested: Upon your approval, we will invoice for 10% of our Overhead Expenses for tourism protion and tracking and a separate invoice for City Services.

Item # 1. A strong Search Engine Optimized strategy like the one used on keizerchamber.com has provided the following results: 29,146 hits for tourism, and 7,591 hits for Chamber businesses when people search for Keizer, OR. See Attachment A.
Item # 2 Play, Stay, & Eat" Guide for soccer and baseball tournament is producing 29 hits/ reservations before and during tournaments.
Item # 3 cell phone data via Placer.ai. (a) Christmas/Holiday Lights Parade: 42.4K Out-of-Market Visitors [Up2.3%] with over 22K visitors on Dec 13, 2025, and 52.1K Non-Resident Visitors [up 11.2%]. (b) KeizerFEST = 29,859 total attendance. See Attachment B.
Item # 4 Social Media Posts, see Attachment C.
Item # 5 Radio Stations We are promoting tourist events and travel information through KBZY radio which are on-going March - May 2026. The reach, value, and frequency at KBZY is as follows: Frequency of interviews Weekly 10 min promotions, KFEST 64 :30 commercials/ promotions, and weblinks to Chamber advertiser's page. We are working with KYKN and KSLM to generate the same messaging about tourism events. Coverage of KBZY market area/ footprint is at Attachment # D.
Item # 6 Recap of business plan objectives: (a) Hire a new permanent Executive Director - In 2025 we identified the need to make a change in leadership at the chamber. We brought on a new Executive Director with roots in our community and experience in non-profit and for-profit leadership, and (b) Expand KeizerFEST - Keizer's Premier Community Event - The move to Keizer Rapids Park has been good for KeizerFEST over the last four years. However, space limitations have hampered our ability to grow the event. With more space this year we were able to attract a full-service carnival company and expand our vendor area. This allows more of Keizer's small businesses to be showcased and brings additional people to the community.
Item # 7 Financial Recap. Bi-annual business income and expense reports, including budget to actual results, relevant to monies received by the City. Overhead 10% is $18,397.02. Profit for calendar year was $ 12,335.19. Reports are at Attachment E

Visitors' Center

We will maintain a consistent schedule for the Visitors' Center, striving to keep it open Monday through Friday from 8:00 AM to 4:30 PM. To enhance accessibility, we will ensure the website, including the business directory and event information, remains available 24/7. Future efforts will include expanding the range of resources available, such as additional information on local attractions, businesses, and City attractions and leisure, to better serve both residents and visitors.

Keizer Chamber Website. We will continue to increaste website traffic and user engagement by focusing on search engine optimization (SE)) and promoting key events like KeizerFEST. We will enh the Community Calendar to make it more user-friendly and inclusive of events from all community organizations, including:

Ad Inserts - Include KeizerFEST flyers in shopping bags for all customers.

Posters - Printed and hung at different businesses throughout Keizer.

Marketing Videos - highlighting specific events, KeizerFEST, Parade, Golf Tournament, Kickoff Party

Parades

KeizerFEST and Holiday Lights Parades draw thousands of people to River Road. Enhanced event marketing will emphasize the unique experiences these parades bring to Keizer, fostering greater community connection and economic impact.

Social Media - Multiple posts each week, Events, Paid ads, videos

Ad Inserts - Include KeizerFEST flyers in shopping bags for all customers.

Radio - Promote the parade and invite the audience to enjoy Keizer.

Newspaper articles and Advertisements

Attend Other Chamber Events

We will continue to attend events hosted by the Woodburn Area Chamber of Commerce and Salem Chambers of Commerce, ensuring Keizer's events and opportunities are highlighted. Our presence will foster stronger regional connections and promote Keizer as a destination.

Social Media Posts

Social Media posts will continue to be done 4-6 times per week across multiple platforms. Social Media posts include Events, Information that benefits small businesses in the community, Leisure attractions in Keizer, Actively solicit Member news to share.

Directory

We would like to transition the directory to an online format, ensuring it remains a vital resource for the community while reducing costs. This digital directory will feature enhanced search capabilities, up-to-date listings for local businesses, and a dedicated section for Community Events.

Online - Digital magazine with clickable links and interactive maps to include places of interest.

Physical copies are shared with businesses in the community as well as regional hotels.

Keizer Community Fields Tournament Guide

We will launch and help maintain an online guide tailored for visitors utilizing the Keizer Community Fields. The guide will include exclusive discounts from local businesses and recommendations for dining, lodging, and activities, making it a valuable tool for participants and organizers.

Website - Highlight the turf fields on the website with information about use and share contact information.

Social Media - Share events

Interactive Map

Marketing the Keizer Event Center

Collaborate with the Keizer Event Center to create a plan that shares the opportunities to utilize the space.

Website - Profile listing on the business directory

Social Media - Share events, highlight opportunities for use

Directory - Print and digital advertising, Interactive map.

Radio

We plan to expand our radio segment to include more diverse topics, such as interviews with local business owners, highlights of upcoming events, and updates on tourism initiatives. This will strengthen our outreach to a broader audience.

Regularly participate in shows and interviews across multiple stations. Including but not limited to KBZY, KYKN and KSLM.

Other Initiatives

We will explore additional tourism-related opportunities, such as developing themed event series, creating promotional videos, and partnering with regional tourism boards to further position Keizer as a vibrant, welcoming community.

ATTACHMENT A

KEIZER CHAMBER OF COMMERCE

Site Overview
All Traffic M/M

Jan 1, 2025 - Dec 31, 2025

Device category

Organic Traffic Metrics (M/M)

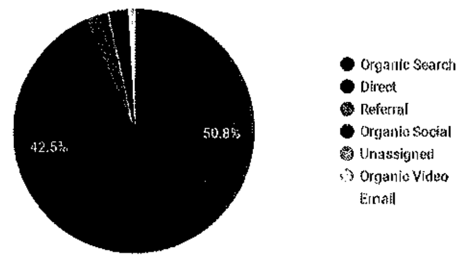
Sessions	Engaged sessions	Engagement rate	Engagement Time/User
39,137	25,108	64.15%	00:00:59
-4.4%	-7.8%	-3.6%	-5.6%

Top Line Traffic Metrics (M/M)

Sessions	Engaged sessions	Engagement rate	Engagement Time/User
77,179	45,958	59.55%	00:00:43
23.8%	17.6%	-5.0%	-27.7%

Channel Breakdown (M/M)

Session default ch...	Sessions	% Δ	Engaged sessions	% Δ
Organic Search	39,278	-4.0%	25,153.00	-7.7%
Direct	32,887	101.4%	17,347.00	80.5%
Referral	2,368	19.4%	1,919.00	201.3%
Organic Social	1,934	-30.0%	1,379.00	-19.2%
Unassigned	807	95.9%	83.00	492.9%
Organic Video	12	-	11.00	-
Email	5	25.0%	1.00	-66.7%



Source Breakdown (M/M)

Session source	Session medium	Sessions	% Δ
google	organic	35,098	-6.9%
(direct)	(none)	32,887	101.4%
bing	organic	2,810	28.3%
yahoo	organic	894	38.4%
(not set)	(not set)	672	77.8%
m.facebook.com	referral	537	-47.1%
duckduckgo	organic	508	10.4%
trafficheap.com	referral	501	-
Facebook	referral	456	-37.7%
wake-up-network.com	referral	445	-

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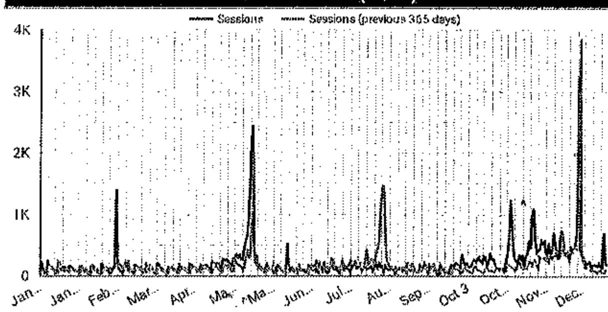
Total Sessions (M/M)



SOURCE: Google Analytics, Keizer Chamber of Commerce
Prepared by Lewis Media Group | 126 Chemawa Rd N Keizer, OR 97303 · (503) 602-9074

T/Events = 29,146
Combo = 7591

KEIZER CHAMBER OF COMMERCE

SEO Traffic
Landing Pages

Jan 1, 2025 - Dec 31, 2025

Device category

Top Organic Landing Pages (Δ M/M)

	Page path	Sessions	% Δ	Engaged sessions	% Δ	Engagement rate	% Δ	Engagement Time...	% Δ	Views	% Δ
1.	/keizerfest/	7,385	2...	4,958	-15.6%	67.59%	-13.8%	00:00:41	33.5%	10,299	-6.6...
2.	/	4,174	4.1...	3,698	1.6%	88.6%	-2.4%	00:00:29	-9.3%	6,756	8.6%...
3.	/events/details/keizer-holiday-lights-parade-2025-30407	4,160	-	1,931	-	46.42%	-	00:00:20	-	5,198	-
4.	/events	3,810	46...	3,467	-47.8%	91%	-1.8%	00:00:54	25.4%	6,665	-43...
5.	/events/details/keizer-holiday-lights-parade-30407	2,492	-	1,304	-	52.33%	-	00:00:24	-	3,338	-
6.	/holidays/	1,761	7...	1,080	-17.1%	61.33%	-10.6%	00:00:39	-5.7%	2,384	-0.4...
7.	/events/details/keizerfest-parade-29570	1,672	-	879	-	52.57%	-	00:00:24	-	2,141	-
8.	/list	1,089	10...	1,037	11.1%	95.22%	0.3%	00:00:34	-9.4%	2,561	13.5...
9.	/events/catgid/6	1,064	0.3...	960	1.1%	90.23%	0.8%	00:00:39	33.3%	1,963	17.9...
10.	/events/details/keizer-rapids-summer-sounds-concert-series-jfk-29708	893	-	645	-	72.23%	-	00:00:25	-	1,184	-
11.	/staff-board/	838	49...	697	47.4%	83.17%	-1.2%	00:01:04	2.6%	1,218	73.0...
12.	/list/member/willamette-valley-christian-school-1885	748	50...	485	421.5%...	64.84%	-14.2%	00:00:17	-6.1%	1,097	506...
13.	/list/member/lorens-sanitation-171	741	58...	535	56.9%	72.2%	-0.7%	00:00:20	-9.6%	1,058	50.3...
14.	/events/search	677	-30...	622	-31.3%	91.88%	-1.5%	00:00:36	6.5%	1,340	-22...
15.	/contact/	458	12...	425	13.0%	92.79%	0.2%	00:00:42	-12.5%	688	12.6...
16.	/inforeq/contactmembers	417	21...	401	20.4%	96.16%	-1.2%	00:01:32	38.0%	1,306	85.8...
17.	/keizer-chamber-runs/	388	12...	298	106.9%...	76.8%	-8.8%	00:00:26	81.0%	540	145...
18.	/membership/	380	12...	324	8.4%	85.26%	-3.6%	00:02:04	-0.7%	540	15.4...
19.	/list/member/g-g-auto-care-supply-inc-2588	356	-7...	264	-10.8%	74.16%	-3.8%	00:00:31	-18.6%	517	-8.7...
20.	/first-citizen/	340	-5...	252	-6.7%	74.12%	-1.5%	00:00:52	-23.2%	452	-10...

1 - 20 / 1790 < >

Top Organic Events Pages (Δ M/M)

Page path	Sessions	% Δ	Engaged sessions	% Δ	Engagement rate	% Δ	Engagement Time...	% Δ	Views	% Δ

No data

29,146 - Tour/Events
7,591 = Chamber

SOURCE: Google Analytics, Keizer Chamber of Commerce | Data segmented by Organic Traffic only
Prepared by Lewis Media Group | 126 Chemawa Rd N Keizer, OR 97303 • (503) 602-9074

KEIZER CHAMBER OF COMMERCE

SEO Traffic
Landing Pages

Jan 1, 2025 - Dec 31, 2025

Device category

Top Organic Landing Pages (Δ M/M)

	Page path	Sessions	% Δ	Engaged sessions	% Δ	Engagement rate	% Δ	Engagement Time...	% Δ	Views	% Δ
21.	/events/details/keizer-rapids-summer-sounds-concert-series-johnny-wheels-and-the-swamp-donkey-s-29706	338	-	273	-	80.77%	-	00:00:23	-	455	-
22.	/events/details/2025-keizerfest-golf-tournament-29571	326	-	248	-	76.07%	-	00:00:42	-	421	-
23.	/events/calendar	323	-4....	280	-11.1%	86.69%	-7.0%	00:00:20	-20.6%	501	-11....
24.	/know/	319	-18...	274	-18.7%	85.89%	-0.1%	00:00:59	-15.5%	476	-18....
25.	/list/search	306	-7....	277	-10.1%	90.52%	-3.0%	00:00:52	-41.6%	719	-20....
26.	/events/details/know-presents-2025-percey-auction-28849	280	6,9...	199	6,533.3...	71.07%	-5.2%	00:00:52	378.0%...	370	12,2...
27.	/login	276	30....	263	33.5%	95.29%	2.5%	00:00:33	-0.3%	517	34.6...
28.	/member/newmemberapp/	272	-4....	248	-3.5%	91.18%	1.5%	00:01:46	-6.9%	401	1.5%...
29.	/list/member/bricks-beyond-7152	241	46....	153	19.5%	63.49%	-18.2%	00:00:16	-30.1%	338	40.2...
30.	/events/details/keizer-rapids-summer-sounds-concert-series-glitterfox-29704	235	-	175	-	74.47%	-	00:00:21	-	297	-
31.	/list/member/keizer-lions-club-143	205	-17...	161	-14.4%	78.54%	4.0%	00:00:27	7.3%	298	-17....
32.	/wp-content/uploads/2025/03/KeizerFEST_2025_Schedule_2025-03-23.pdf	203	-	175	-	86.21%	-	00:00:03	-	282	-
33.	/events/	196	-31...	185	-31.5%	94.39%	0.3%	00:00:15	3.3%	248	-25....
34.	/leadership-keizer/	179	-38...	163	-26.6%	91.06%	19.0%	00:00:39	-39.8%	258	-32....
35.	/list/member/wheat-llc-306	174	48....	104	35.1%	59.77%	-9.2%	00:00:13	-39.0%	246	46.4...
36.	/list/member/city-of-keizer-47	168	17....	119	12.3%	70.83%	-4.4%	00:00:28	2.2%	239	14.9...
37.	/events/details/keiz	163	-	148	-	90.8%	-	00:00:30	-	219	-

21 - 40 / 1790

Top Organic Events Pages (Δ M/M)

Page path	Sessions	% Δ	Engaged sessions	% Δ	Engagement rate	% Δ	Engagement Time...	% Δ	Views	% Δ

No data

ATTACHMENT B

Placer.ai

Market Events

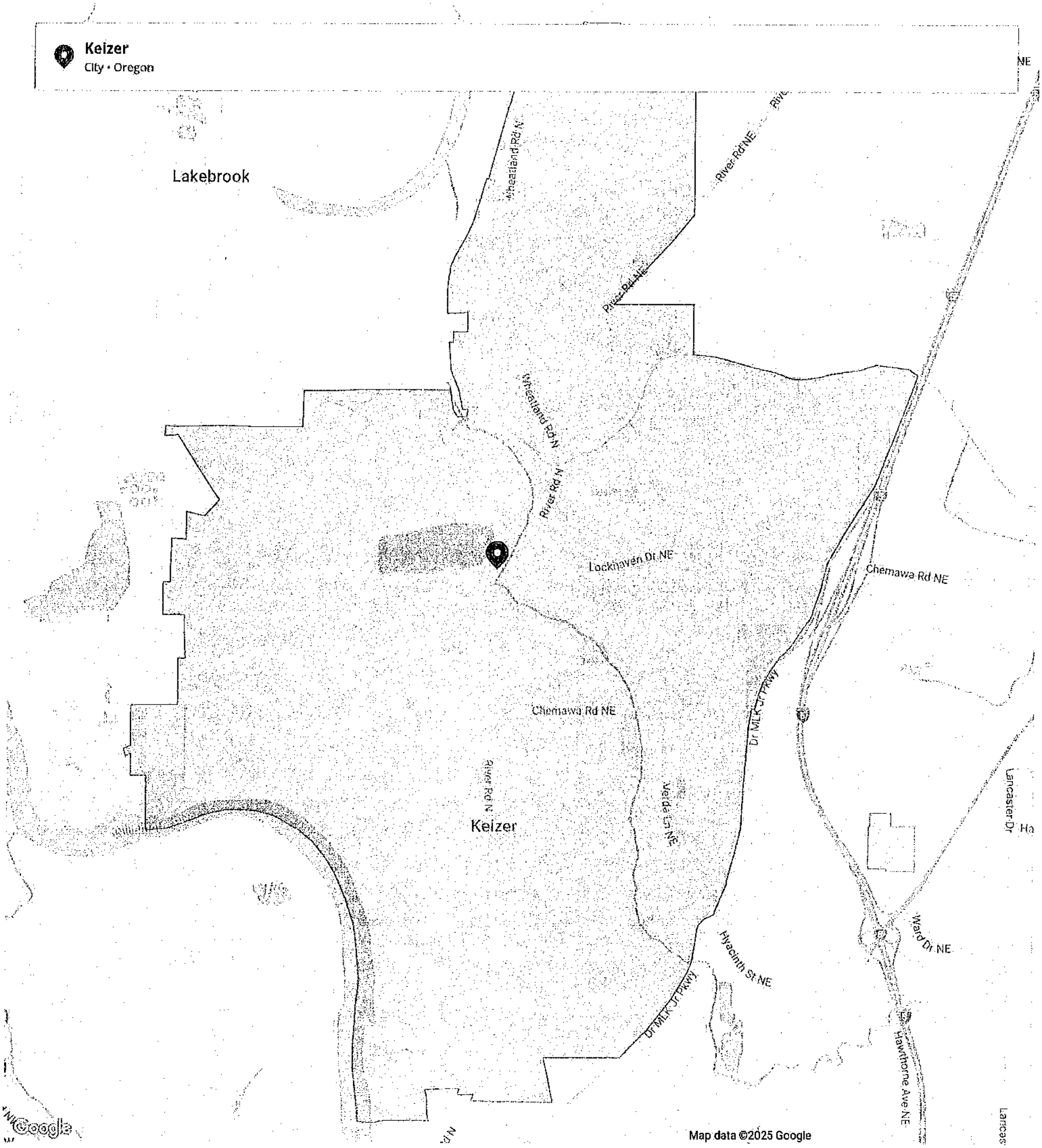
May 15 - May 18, 2025

Market:

Keizer
City • Oregon

Market Events

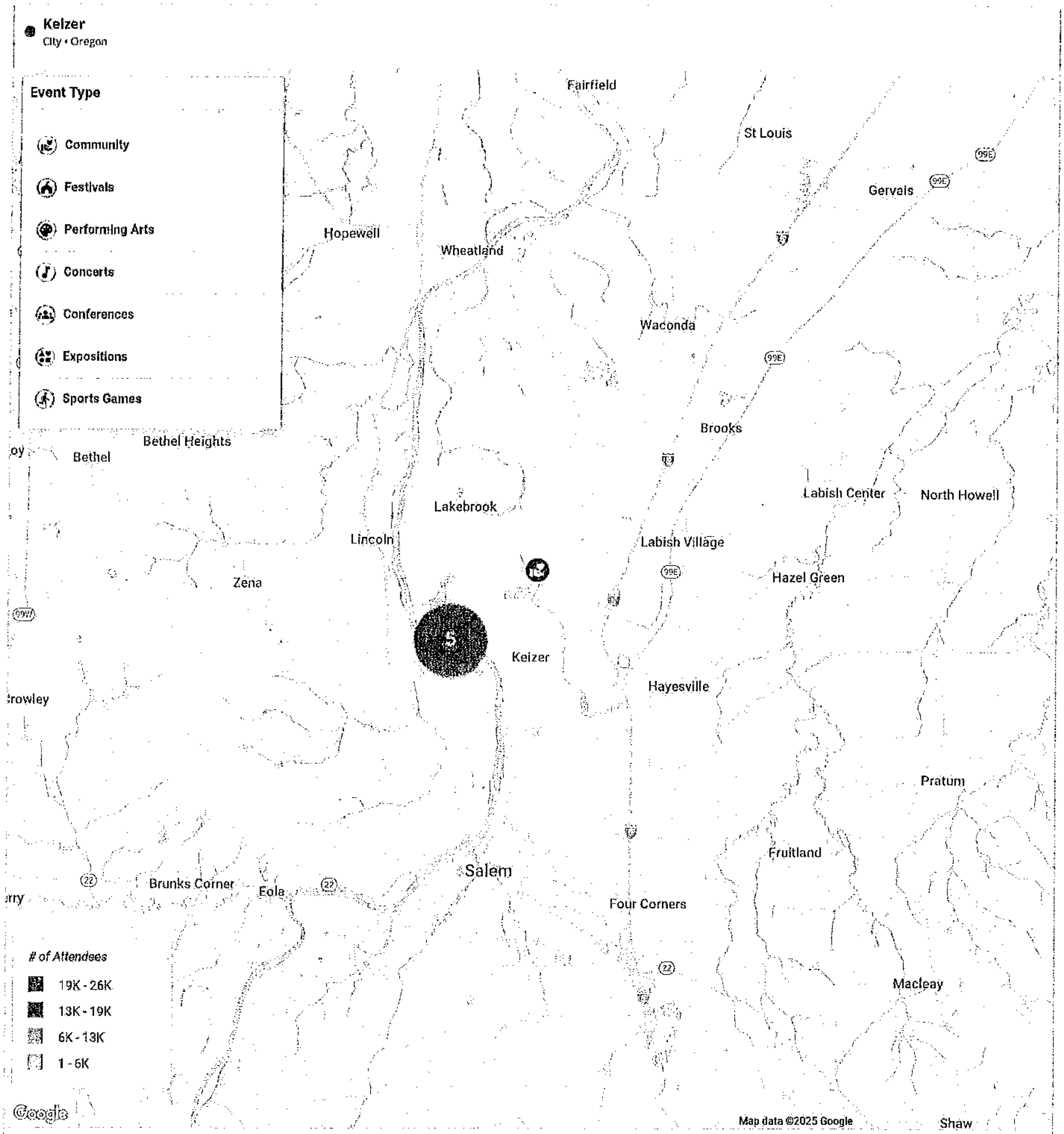
May 15 - May 18, 2025



Market Events

May 15 - May 18,,2025

Events



May 15th, 2025 - May 18th, 2025 | Data Source: Census 2023
Data provided by Placer Labs Inc. (www.placer.ai)

Market Events

May 15 - May 18,, 2025

Events - Category Summary

Keizer
City • Oregon

Event Category	*# of Events*	*Total Attendees*	*Avg. Impact*
Total	6	25,859	
Festivals	2	25,258	Important
Community	3	346	Moderate
Performing Arts	1	255	Moderate
Concerts	0	0	
Conferences	0	0	
Expositions	0	0	
Sports Games	0	0	

May 15th, 2025 - May 18th, 2025 | Data Source: Census 2023
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Market Events

May 15 - May 18, 2025

Events - Events Log

Keizer
City › Oregon

Event Name and Location	*Attendance*	*Impact*	*Start and End Date*
Keizer Fest / festivals	25K	Significant	May 15 - May 18, 2025
Jacquie Roar at KeizerFEST / festivals	258	Moderate	May 16, 2025 (1 Day)
Joe Stoddard / performing-arts	255	Moderate	May 17, 2025 (1 Day)
Keizer Riverwalk Art Fair / community	165	Moderate	May 16 - May 18, 2025

Keizer Fest

Duration: 4 days
Hours: May 15, Thu 12:00 am - May 18, Sun 11:59 pm
Address: --
Description: --

Jacquie Roar at KeizerFEST

Duration: 3 hours
Hours: 07:00 pm - 10:00 pm
Address: --
Description: --

Joe Stoddard

Duration: 2 hours
Hours: 04:30 pm - 06:30 pm
Address: --
Description: --

Keizer Riverwalk Art Fair

Duration: 2.2 days
Hours: May 16, Fri 10:00 am - May 18, Sun 03:00 pm
Address: --
Description: --

KeizerFEST Golf Tournament / community	93	Moderate	**May 16, 2025 (1 Day)**

Duration: 6 hours
Hours: 10:00 am - 04:00 pm

Address: --

Description: --

Gabriel Cox Band at KeizerFEST / community	88	Moderate	**May 16, 2025 (1 Day)**

Duration: 1 hours
Hours: 05:30 pm - 06:30 pm

Address: --

Description: --

May 15th, 2025 - May 18th, 2025 | Data Source: Census 2023
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Placer.ai

Market Visitors

Dec 10 - Dec 16, 2025

Market:

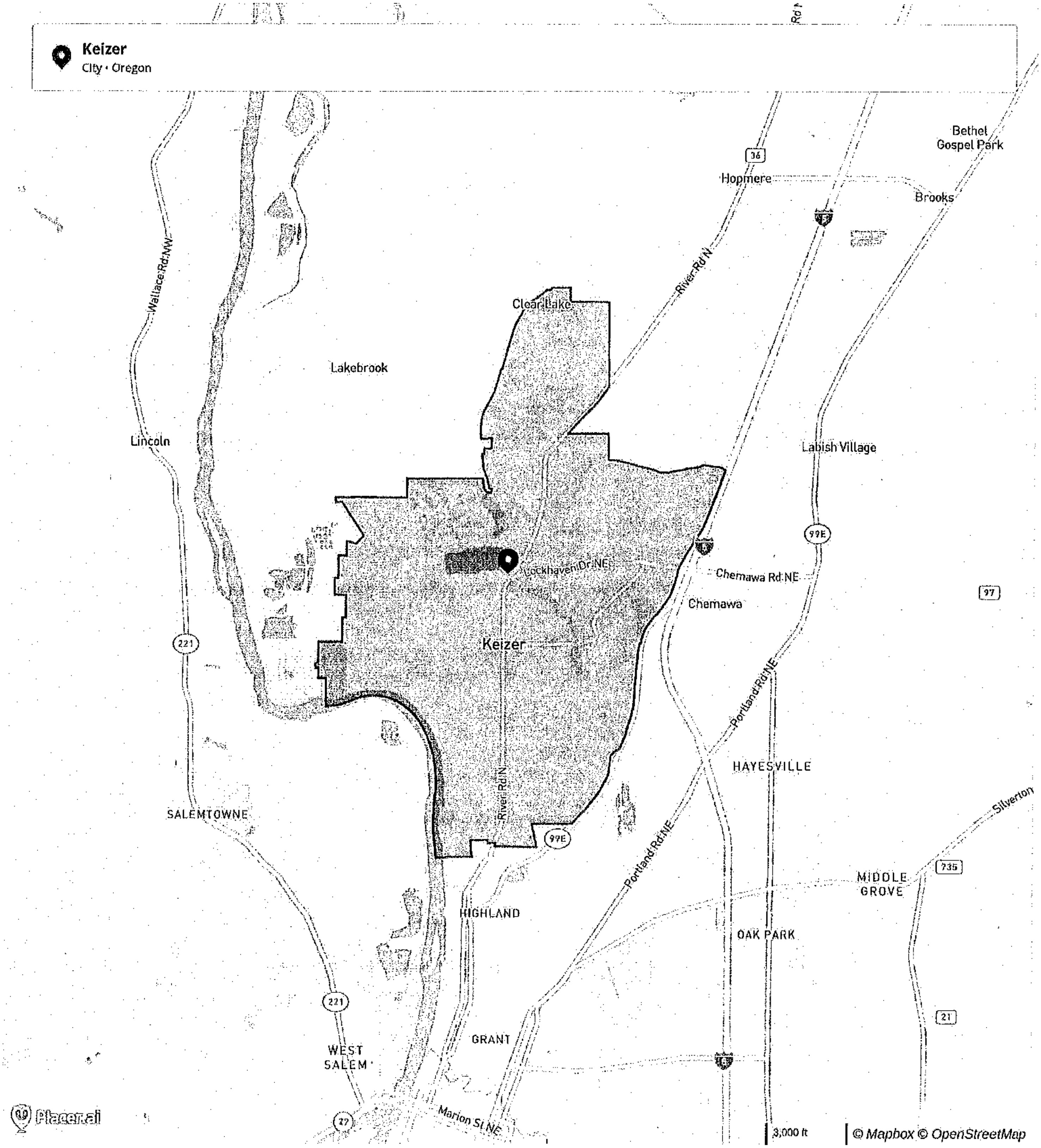
Keizer
City • Oregon

Applied Filters:

Audience Type: Inbound Visitor | Days: Fri, Sat, Sun | Home Distance: >20.00 mi

Market Visitors

Dec 10 - Dec 16, 2025



Market Visitors

Dec 10 - Dec 16, 2025

Visitation Metrics

Keizer
City • Oregon

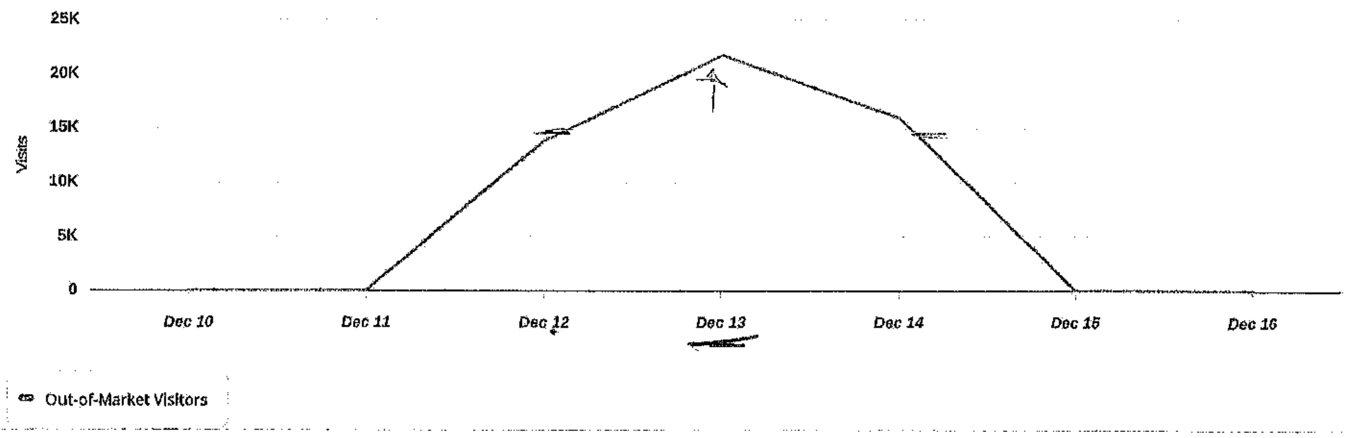
Out-of-Market Visitors	42.4K (+2.3% YOY)	Visits	51.5K (+11.3% YOY)
Avg. Days in Market	1.2	Avg. Daily Time Spent in Market	177 min
Median Daily Time Spent in Market	59 min		

Compared to: 1 Year Ago | Dec 10th, 2025 - Dec 16th, 2025
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Visits Trend

Keizer
City • Oregon



Daily | Visits | Dec 10th, 2025 - Dec 16th, 2025
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Market Visitors
Dec 10 - Dec 16, 2025

Visitor Origins

Zip Codes	Visits (% of Total)
97322 Albany, OR	1.9K (3.7%)
97330 Corvallis, OR	1.6K (3.1%)
97355 Lebanon, OR	1.5K (2.9%)
97321 Albany, OR	1.4K (2.7%)
97401 Eugene, OR	1.3K (2.6%)
97229 Bethany, OR	1.1K (2.1%)
97070 Wilsonville, OR	1.1K (2.1%)

Market Visitors

Dec 10 - Dec 16, 2025

Zip Codes	Visits (% of Total)
97333 Corvallis, OR	929 (1.8%)
97045 Oregon City, OR	919 (1.8%)
97013 Canby, OR	817 (1.6%)

Visits | * Showing data for top 10 Zip Codes of of this market | Dec 10th, 2025 - Dec 16th, 2025
Data provided by Placer Labs Inc. (www.placer.ai)

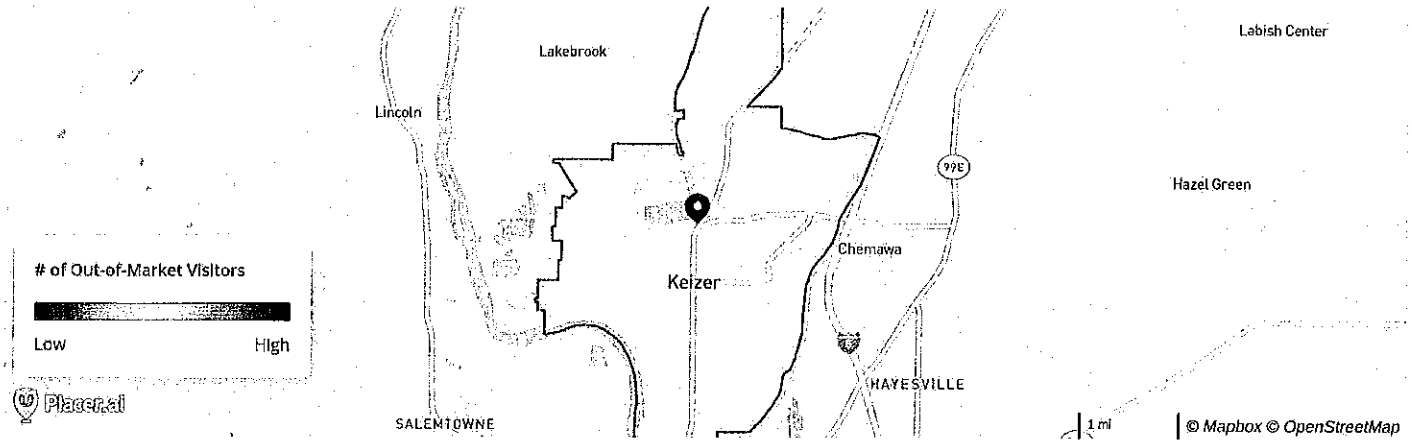
Placer.ai

Market Visitors

Dec 10 - Dec 16, 2025

Visitors' Home/Work Locations

Keizer
City • Oregon



* Home locations are obfuscated for privacy and randomly placed within a census block. They do not represent actual home addresses. Learn More

Dec 10th, 2025 - Dec 16th, 2025
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Visitor Demographics

Summary

Audiences	Median Household Income	Most Common Ethnicity	Bachelor's Degree or Higher	Persons per Household
Keizer Out-of-Market Visitors	$78.9K	White (69.4%)	40.7%	2.43
Oregon Residents	$80.9K	White (72.3%)	36.2%	2.49

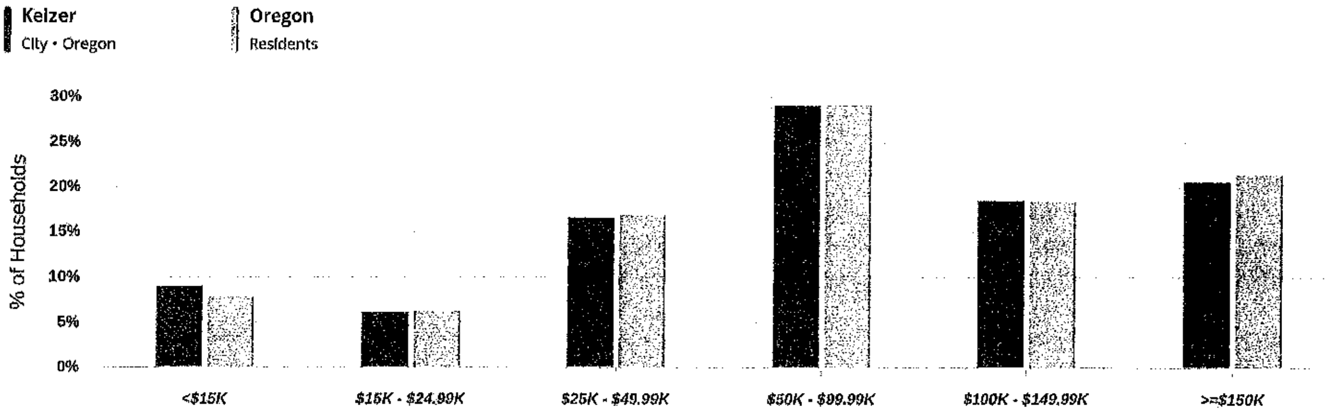
Dec 10th, 2025 - Dec 16th, 2025 | Data Source: Census 2023
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Market Visitors

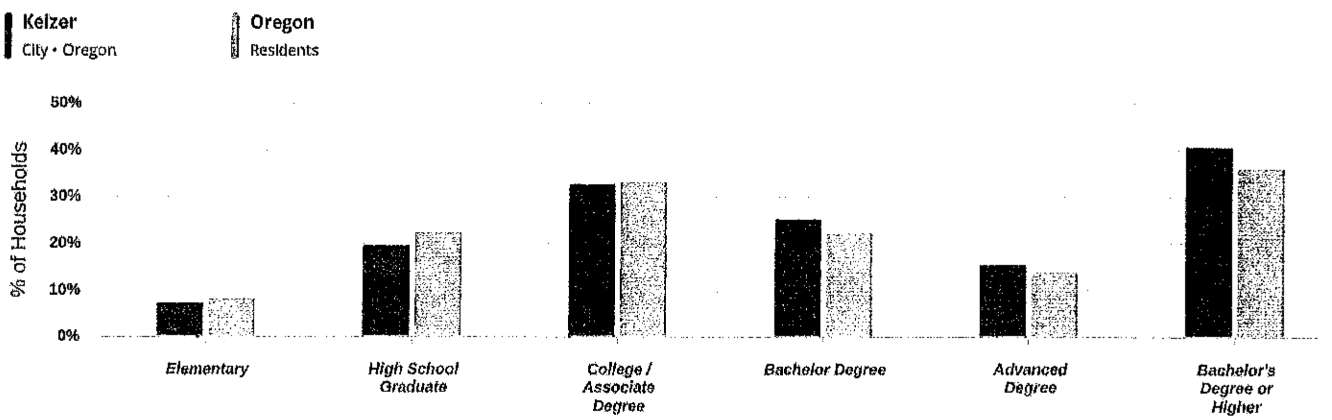
Dec 10 - Dec 16, 2025

Household Income



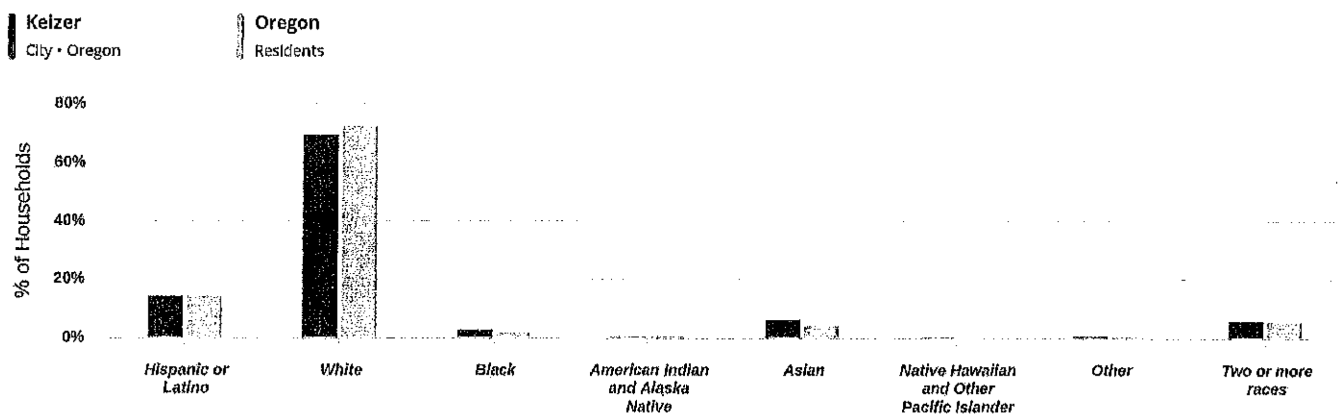
Dec 10th, 2025 - Dec 16th, 2025 | Data Source: Census 2023
Data provided by Placer Labs Inc. (www.placer.ai)

Education



Dec 10th, 2025 - Dec 16th, 2025 | Data Source: Census 2023
Data provided by Placer Labs Inc. (www.placer.ai)

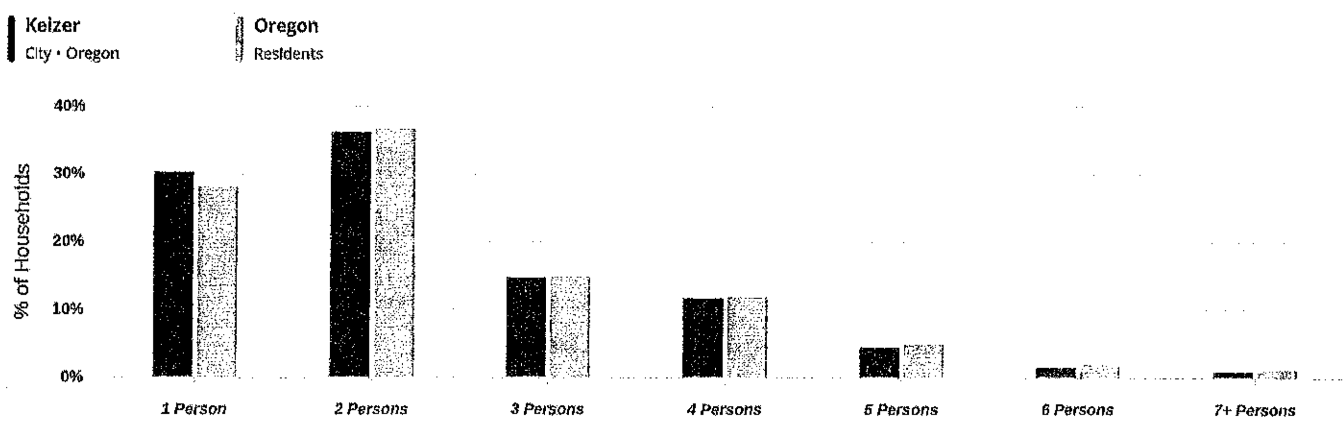
Ethnicity



Dec 10th, 2025 - Dec 16th, 2025 | Data Source: Census 2023
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Household Size



Dec 10th, 2025 - Dec 16th, 2025 | Data Source: Census 2023
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Market Visitors

Dec 10 - Dec 16, 2025

Visitors' Top Places

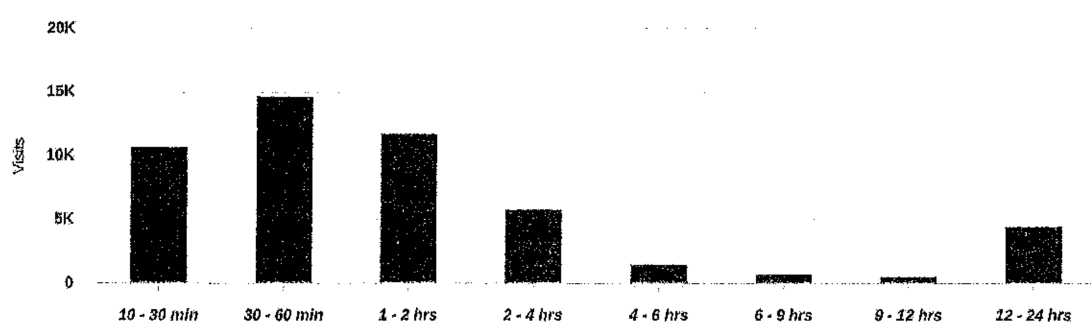
Keizer
City • Oregon

Rank	Name	City	Total Visitors
1	**Keizer Station** | 6425-6497 Keizer Station Blvd Ne, Keizer, OR 97303	Keizer	27.8K (65.62%)
2	**In-N-Out Burger** | 6280 Keizer Station Blvd, Keizer, OR 97303	Keizer	12.9K (30.42%)
3	**Target** | 6450 Keizer Station Blvd Ne, Keizer, OR 97303	Keizer	4.9K (11.6%)
4	**Chick-fil-A** | 5655 Ulali Dr, Keizer, OR 97303	Keizer	3.2K (7.64%)
5	**Volcanoes Stadium** | Field Of Dreams Way Ne, Keizer, OR 97303	Keizer	3.2K (7.57%)
6	**Outback Steakhouse** | 6260 Keizer Station Blvd, Keizer, OR 97303	Keizer	2.7K (6.41%)
7	**7-Eleven Full Site** | 5685 Ulali Dr, Keizer, OR 97303	Keizer	1.9K (4.37%)
8	**Ross Dress for Less** | 6465 Keizer Station Blvd, Keizer, OR 97303	Keizer	1.3K (3.07%)
9	**McDonald's** | 6025 Keizer Station Blvd Ne, Keizer, OR 97303	Keizer	1.2K (2.86%)
10	**Keizer Creekside** | 5452 River Rd N, Salem, OR 97303	Salem	1.2K (2.8%)

Category: All Categories | In Market Only | Dec 10th, 2025 - Dec 16th, 2025
Data provided by Placer Labs Inc. (www.placer.ai)

Daily Time Spent In Market

Keizer
City • Oregon



Avg. Stay	Median S...
177 min	59 min

Visits | Dec 10th, 2025 - Dec 16th, 2025
Data provided by Placer Labs Inc. (www.placer.ai)

Market Visitors

Dec 10 - Dec 16, 2025

Prior and Post Visits

Keizer / City • Oregon

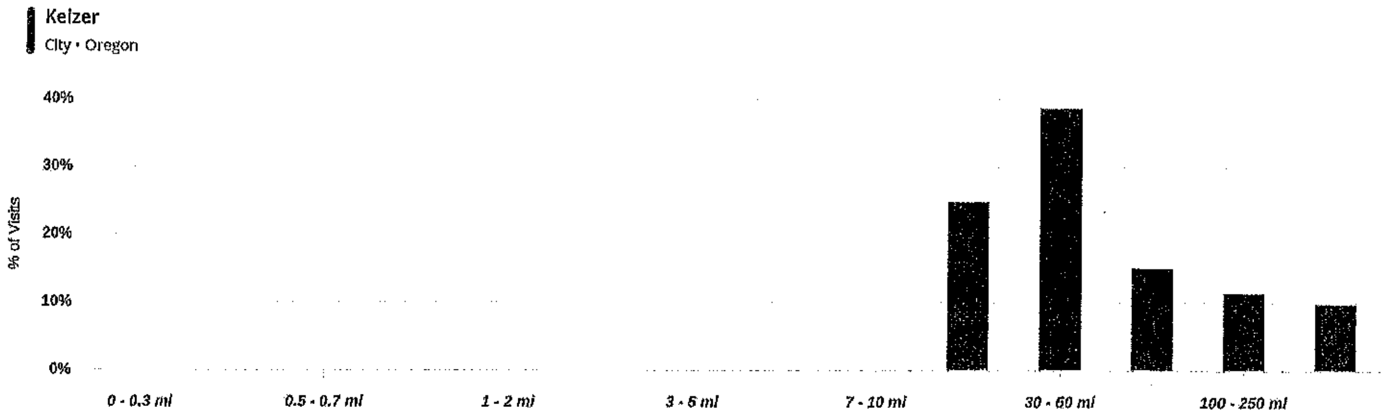
Prior			Post		
Rank	Property	Visits	Rank	Property	Visits
1	Home	25.5%	1	Home	40.5%
2	Shops & Services	16.1%	2	Shops & Services	10.3%
3	Dining	12.5%	3	Dining	9.1%
4	Shopping Centers	9.6%	4	Shopping Centers	7.6%
5	Leisure	5%	5	Leisure	5.3%
6	Apparel	3.3%	6	Groceries	3.7%
7	Hotels & Casinos	2.8%	7	Work	3%
8	Other	2.7%	8	Superstores	2.3%
9	Work	2.4%	9	Hotels & Casinos	2.2%
10	Groceries	2.3%	10	Other	2%

Dec 10th, 2025 - Dec 16th, 2025
Data provided by Placer Labs Inc. (www.placer.ai)

Market Visitors

Dec 10 - Dec 16, 2025

Travel by Distance



Home Location | % of Visits | Min Visits: 1 | Dec 10th, 2025 - Dec 16th, 2025
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Market Overview

Dec 10 - Dec 16, 2025

Market:

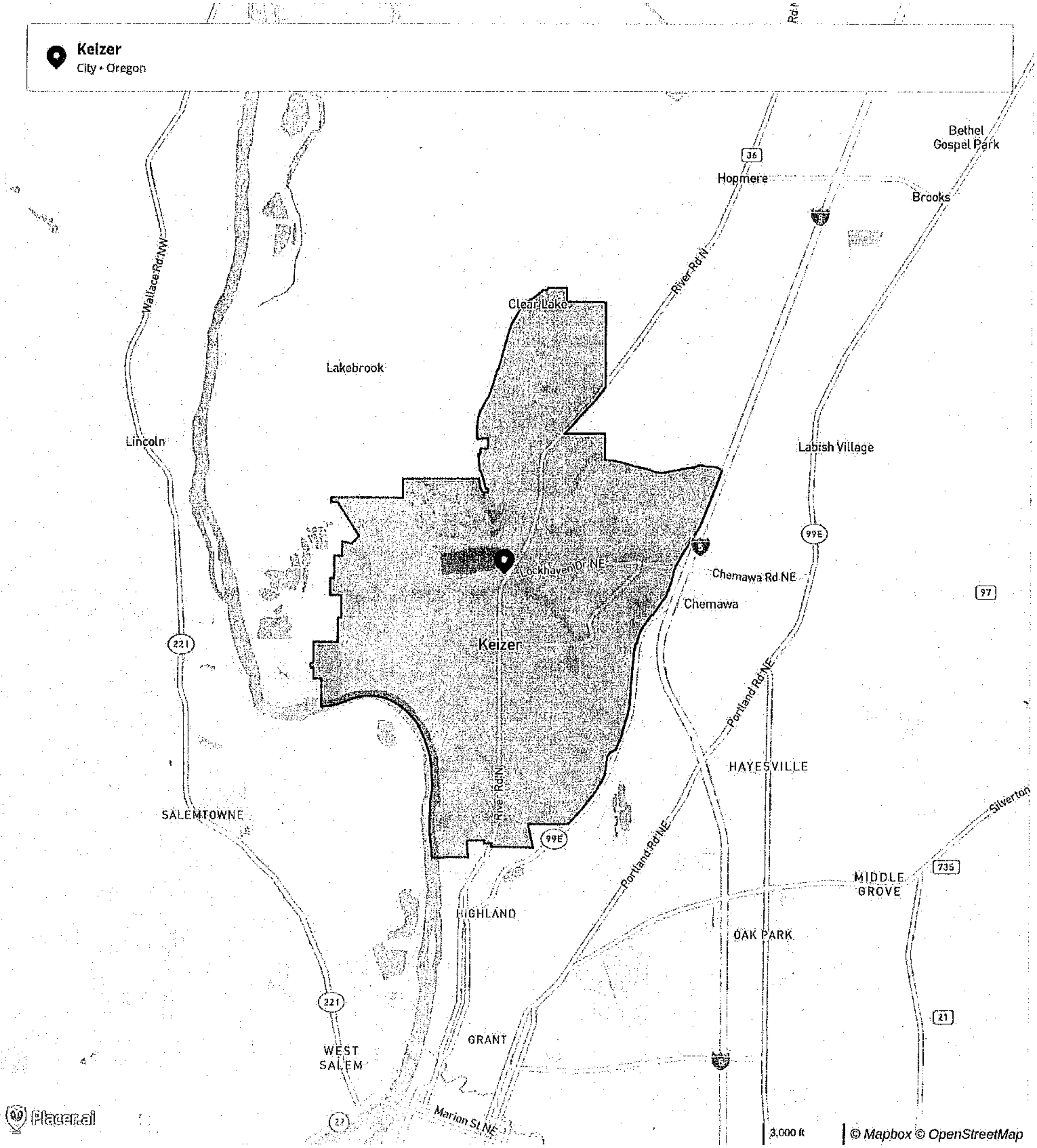
Keizer
City • Oregon

Applied Filters:

Days: Fri, Sat, Sun | Home Distance: >20.00 mi

Market Overview

Dec 10 - Dec 16, 2025



Market Overview

Dec 10 - Dec 16, 2025

Market Population Metrics

Keizer
City • Oregon

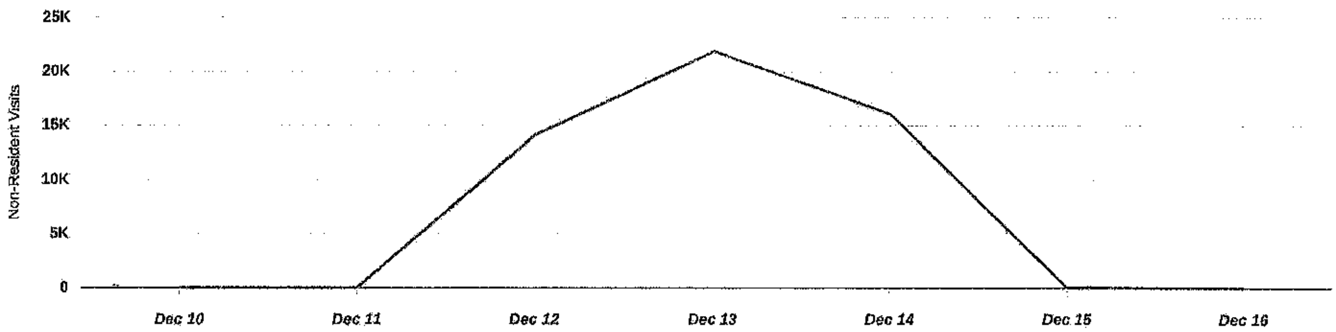
Resident Population (Census 2023)	38.9K (-0.2% vs. 2022)	Employees	--
Out-of-Market Visitors	42.4K (+2.3% YOY)	Daytime Population (STI: Workplace 2024)	34.7K
Non-Resident Visits	52.1K (+11.2% YOY)		

Compared to: 1 Year Ago | Dec 10th, 2025 - Dec 16th, 2025
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Population Trend

Keizer
City • Oregon



* Counting out-of-market visitors and inbound commuters visits to the market. To include residents, use the daily population metric.

* Insufficient data for a split view, try the other reports or filter by audience

Daily | Visits | Dec 10th, 2025 - Dec 16th, 2025
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Market Overview

Dec 10 - Dec 16, 2025

Top Visited Places

Keizer
City • Oregon

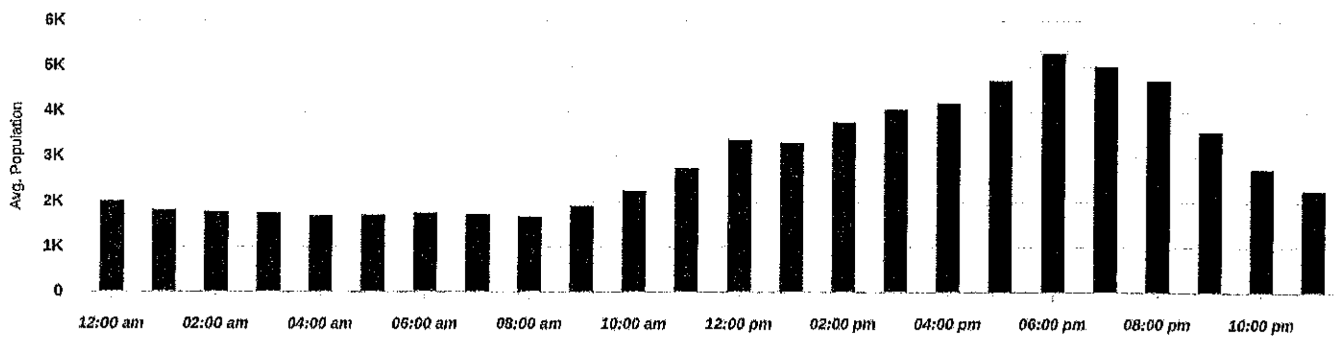
Rank	Name	City	Total Visits
1	**Keizer Station** | 6425-6497 Keizer Station Blvd Ne, Keizer, OR 97303	Keizer	210.1K
2	**Target** | 6450 Keizer Station Blvd Ne, Keizer, OR 97303	Keizer	42.4K
3	**Keizer Creekside** | 5452 River Rd N, Salem, OR 97303	Salem	37.5K
4	**In-N-Out Burger** | 6280 Keizer Station Blvd, Keizer, OR 97303	Keizer	32K
5	**Safeway** | 4990 River Rd N, Keizer, OR 97303	Keizer	27.1K
6	**WinCo Foods** | 5450 River Rd N, Keizer, OR 97303	Keizer	24.7K
7	**School House Square** | 5093 River Rd N, Keizer, OR 97303	Keizer	21.5K
8	**Keizer Village** | 3832 River Rd N, Keizer, OR 97303-4866	Keizer	20.3K
9	**Chick-fil-A** | 5655 Ulali Dr, Keizer, OR 97303	Keizer	17K
10	**Ross Dress for Less** | 6465 Keizer Station Blvd, Keizer, OR 97303	Keizer	14.1K

Category: All Categories | In Market Only | Dec 10th, 2025 - Dec 16th, 2025
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Hourly Activity

Keizer
City • Oregon



* Data is not sufficient to show breakdown by audience type. Showing totals only.

Avg. Population | Dec 10th, 2025 - Dec 16th, 2025
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Attachment #C

Google Analytics - Organic Social Traffic - Website:

(Traffic to website from non-paid organic links from Social Platforms)

January 1, 2025 – December 31, 2025

- Sessions: 1,934
- Engaged Sessions: 1,379
- Engagement Rate: 71.3%
- Ave. Engagement Rate per session: 22s
- Events per Session: 5.25
- Event Count - All events: 10,158

Definitions:

Sessions
The total number of visits to your website that originated from social media platforms.

Engaged Sessions
Visits from social media where the user actively interacted with the website (stayed at least 10 seconds, viewed multiple pages, or triggered a conversion event).

Engagement Rate
The percentage of social media visits that resulted in meaningful interaction with the website.

Average Engagement Time per Session
The average amount of time visitors from social media actively spent interacting with the website during a visit.

Events per Session
The average number of tracked actions (such as page views, clicks, downloads, or scrolls) that occur during a social media visitor's session.

Event Count – All Events
The total number of tracked interactions performed on the website by visitors who arrived from social media.

Social Media Platform Engagement

(Numbers reflect engagement directly on Social Platforms)

Keizer Chamber Facebook Pages:

- Keizer Chamber - https://www.facebook.com/keizerchamber/
- KeizerFEST - https://www.facebook.com/KeizerFEST/
- Keizer Holiday Lights Parade - https://www.facebook.com/KeizerHolidayLightsParade/
- KNOW – Keizer Network of Women - https://www.facebook.com/keizernetworkofwomen/
- MAK – Men of Action in Keizer - https://www.facebook.com/keizermen/
- Keizer Chamber Runs – KC Runs - https://www.facebook.com/KCRUNS/

Keizer Chamber Instagram Pages:

@keizerchamber

(We added @keizerfest this month.)

Statistics below are for the Top 3 Keizer Chamber FB Pages + Keizer Chamber Instagram

Partial Year Data Facebook:

2024: Most data was inaccessible. Visits & Reach showed data from approximately March 8th, 2024. So those numbers are partial years.

Facebook Statistics – Keizer Chamber

Keizer Chamber		
Meta Reports - FB	**2025 Totals**	**2024 Totals**
Views - All	527,900	Data unavail.
Views - Posts	471,500	Data unavail.
Views - Stories	56,400	Data unavail.
Views - Reels	45,000	Data unavail.
Follows	443	414
Followers	5,349	5,050
Posts Published	383	561
Visits	17,000	17,200
Link Clicks	825	1,100
Interactions - All	7,000	10,600

Facebook Statistics – KeizerFEST

KeizerFEST		
Meta Reports - FB	2025 Totals	2024 Totals
Views - All	233,500	not avail.
Views - Posts	209,600	not avail.
Views - Stories	21,400	not avail.
Views - Reels	52,200	not avail.
Follows	512	241
Current Followers - 3/9/2025	6,885	6,373
Posts Published	103	147
Visits	16,600	17,200
Link Clicks	790	218
Interactions - All	3,200	1,800

Facebook Statistics – Keizer Holiday Lights Parade

Keizer Holiday Lights Parade		
Meta Reports - FB	2025 Totals	2024 Totals
Views - All	18,400	not avail.
Views - Posts	18,400	not avail.
Views - Stories	0	not avail.
Views - Reels	1,800	not avail.
Follows	123	131
Current Followers	2,600	not avail.
Posts Published	7	17
Visits	6,300	11,300
Link Clicks	123	119
Interactions - All	167	324

Partial Year Data Instagram:

*2025: Views & Content Interactions only had data from August 21, 2025. Meta changed/renamed/reallocated several metrics and lost some historic data.

**2024: Most data was inaccessible as well. Visits & Reach showed data from approximately March 8th, 2024. So those numbers are partial years.

Instagram Statistics – Keizer Chamber

Keizer Chamber		
Meta Reports - Insta	2025 Totals*	2024 Totals**
Views - All	Data unavail.	Data unavail.
Views - Posts	Data unavail.	Data unavail.
Views - Stories	Data unavail.	Data unavail.
Views - Reels	Data unavail.	Data unavail.
Follows	464	Data unavail.
Followers	2,232	Data unavail.
Posts Published	205	337
Visits	2,000	1,700
Link Clicks	Data unavail.	Data unavail.
Reach	11,400	8,900

Analytics Keizer Chamber https://keizerchamber.com - ...

Go to report

All Users | Add comparison +

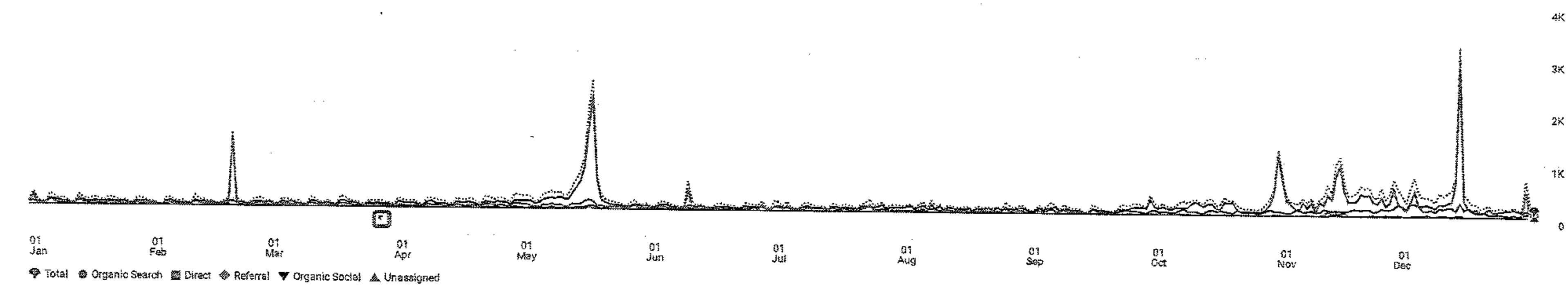
Last calendar year Jan 1 - Dec 31, 2025

Traffic acquisition: Session primary channel group (Default Channel Group)

Add filter +

Sessions by Session primary channel group (Default Channel Group) over time

Day



Plot rows | Search...

Rows per page: 10 | 1-7 of 7

	Session primary...Channel Group)	Sessions	Engaged sessions	Engagement rate	Average engagement time per session	Events per session	Event count All events	Key events All events	Session key event rate All events	Total revenue
	Total	77,179 100% of total	45,958 100% of total	59.55% Avg 0%	32s Avg 0%	5.85 Avg 0%	451,431 100% of total	0.00	0%	$0.00
1	Organic Search	39,278 (50.89%)	25,153 (54.73%)	64.04%	36s	5.74	225,281 (49.9%)	0.00 (–)	0%	$0.00 (–)
2	Direct	32,887 (42.61%)	17,347 (37.75%)	52.75%	17s	5.51	181,108 (40.12%)	0.00 (–)	0%	$0.00 (–)
3	Referral	2,368 (3.07%)	1,919 (4.18%)	81.04%	1m 17s	6.44	15,248 (3.38%)	0.00 (–)	0%	$0.00 (–)
4	Organic Social	1,934 (2.51%)	1,379 (3%)	71.3%	22s	5.25	10,158 (2.25%)	0.00 (–)	0%	$0.00 (–)
5	Unassigned	807 (1.05%)	83 (0.18%)	10.29%	6m 09s	24.16	19,498 (4.32%)	0.00 (–)	0%	$0.00 (–)
6	Organic Video	12 (0.02%)	11 (0.02%)	91.67%	1m 25s	10.08	121 (0.03%)	0.00 (–)	0%	$0.00 (–)
7	Email	5 (<0.01%)	1 (<0.01%)	20%	10s	3.40	17 (<0.01%)	0.00 (–)	0%	$0.00 (–)

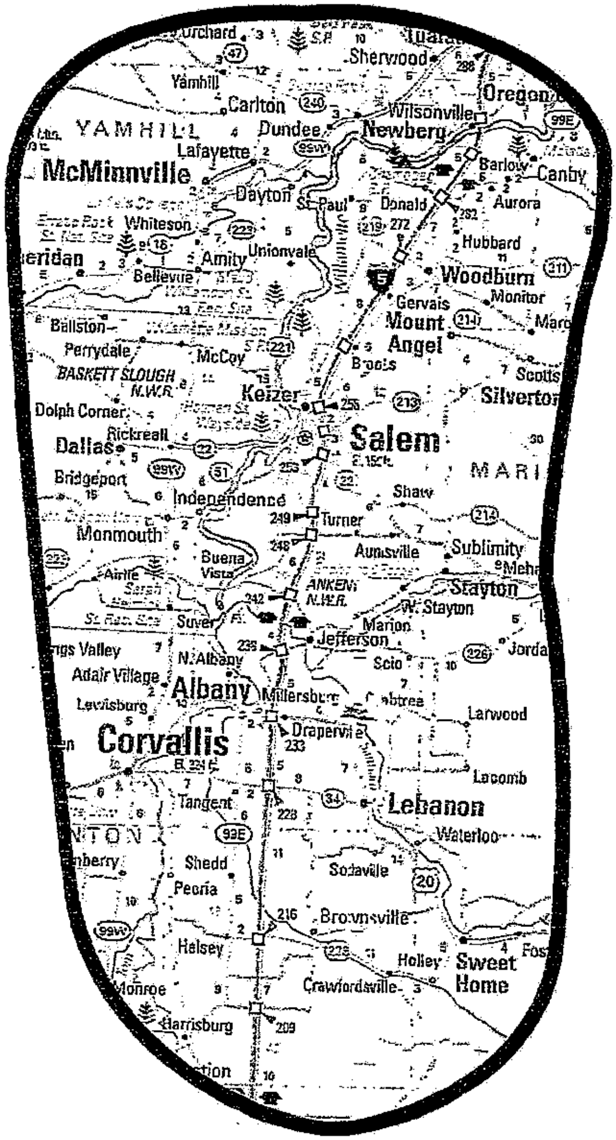
ATTACHMENT D

KBZY 1490 AM

BIG Foot Print

N

W



E

S

2654 Commercial S.E. Suite 204 Salem, OR 97302 • Phone 503-362-1490 • www.kbzy.com

ATTACHMENT E

Keizer Chamber of Commerce

2025-26 Fiscal Year Approved Budget

	24/25 Actual	25/26 Budget
Membership Dues Income	$146,345.91	$153,663.21
Fundraising Income & Sponsors	$171,839.50	$189,023.45
Registrant Fees	$32,177.00	$40,221.25
Program Income & Sponsors	$93,984.00	$108,081.60
TLT Support	$0.00	$50,000.00
Donations In-Kind	$4,680.00	$5,000.00
TOTAL INCOME	$449,026.41	$545,989.51

Accounting & Banking (OH)	$20,813.68	$21,854.36
Advertising	$3,704.20	$5,000.00
Event Expense	$69,893.73	$76,883.10
Outside Services	$178,997.68	$193,317.49
Charitable Donations	$1,300.00	$2,000.00
Office Expenses & Utilities (OH)	$23,083.65	$25,392.02
Rent & Repairs (OH)	$22,264.52	$24,045.68
Personnel Expenses (OH)	$152,300.32	$164,484.35
Insurance (WC & Liability) (OH)	$10,232.65	$10,744.28
Website	$20,026.85	$22,000.00
TOTAL EXPENDITURES	$502,617.28	$545,721.29

Net Income / (Loss)	**($53,590.87)**	**$268.22**

(OH) = Overhead Expense

Keizer Chamber of Commerce
2025-26 Fiscal Year Budget Update
December 31, 2025

	Budget	Actual	Over / (Under) Budget
Membership Dues Income	$153,663.21	$131,343.99	($22,319.22)
Fundraising Income & Sponsors	$189,023.45	$156,456.32	($32,567.13)
Registrant Fees	$40,221.25	$8,720.00	($31,501.25)
Program Income & Sponsors	$108,081.60	$41,197.95	($66,883.65)
TLT Support	$50,000.00	$40,000.00	($10,000.00)
Grants Income	$0.00	$5,000.00	$5,000.00
Donations In-Kind	$5,000.00	$3,840.00	($1,160.00)
TOTAL INCOME	$545,989.51	$386,558.26	($159,431.25)

Accounting & Banking (OH)	$21,854.36	$17,930.03	($3,924.33)
Advertising	$5,000.00	$4,164.90	($835.10)
Event Expense	$76,883.10	$45,757.69	($31,125.41)
Outside Services	$193,317.49	$117,707.52	($75,609.97)
Charitable Donations	$2,000.00	$2,472.59	$472.59
Office Expenses & Utilities (OH)	$25,392.02	$17,911.54	($7,480.48)
Rent & Repairs (OH)	$24,045.68	$24,172.70	$127.02
Personnel Expenses (OH)	$164,484.35	$120,147.96	($44,336.39)
Insurance (WC & Liability) (OH)	$10,744.28	$3,808.00	($6,936.28)
Website	$22,000.00	$19,861.92	($2,138.08)
TOTAL EXPENDITURES	$545,721.29	$373,934.85	($171,786.44)

Net Income / (Loss)	**$268.22**	**$12,623.41**	**$12,355.19**

(OH) = Overhead
10% of OH to date $18,397.02

<u>Keizer Marketing Plan Outline</u>

Keizer Chamber of Commerce

Visitors' Center

We will maintain a consistent schedule for the Visitors' Center, striving to keep it open Monday through Friday from 8:00 AM to 5:00 PM. To enhance accessibility, we will ensure the website, including the business directory and event information, remains available 24/7. Future efforts will include expanding the range of resources available, such as addition information on local attractions, businesses, and City attractions and leisure, to better serve both residents and visitors.

Website – A strong Search Engine Optimized strategy like the one used on Keizerchamber.com has provided a first page result when people search for Keizer, OR>

Social Media Posts – Link to places of interest and event in Keizer.

Radio Stations – Promote travel information and events.

Keizer Chamber Website

To increase website traffic and user engagement by focusing on search engine optimization (SEO) and promoting key events like KeizerFEST. We will enhance the Community Calendar to make it more user-friendly and inclusive of events from all community groups, improving its value as a resource for both residents and visitors. The KCC website now features our role and information related to support for tourism and more information about "Things to Do" in Keizer. The website has averaged over 50,000 visits per year.

KeizerFEST

We plan to continue our plans for this next May 2027 similar to the newly expanded plan we used in May 2026. We introduced new activities, partnership with more community organizations such as the Keizer Community Fields, Keizer Art Association, and leveraging a robust marketing campaign across all platforms. Our focus will continue to be increasing resident and visitor participation while driving economic benefits for local businesses. By partnering with Travel Salem, we are able to provide analytics (Placer.ai) that show out-of-town visitors and economic growth during the event.

Social Media – Specific Facebook pages for KeizerFEST with events created for each area of KeizerFEST. This includes, but is not limited to, the Parade, Golf Tournament, Entertainment in the tent, Carnival, Vendor Tests, Car Show, Kickoff Party, Sponsors' Lunch and the Mid-Willamette Valley Greeters.

Social Media Ads – Ads are created to reach an audience outside of the local market that typically engages with the KeizerFEST or Keizer Chamber of Commerce posts.

Ad inserts – Include KeizerFEST flyers in shopping bags for all customers.

Posters – Printed and hung at difference businesses through Leizer.

Marketing Videos – highlighting specific events, KeizerFEST, Parade, Golf Tournament, Kickoff Party.

Parades

KeizerFEST and Holiday Lights Parades draw thousands of people to River Road. Enhanced event marketing will emphasize the unique experiences these parades bring to Keizer, fostering great community connection and economic impact.

Social Media – Multiple posts each week, events, Paid ads, videos

Ad Inserts – Include KeizerFEST flyers in shopping bags for all customers.

Radio – Promote the parade and invite the audience to enjoy Keizer!

Newspaper - Articles and Advertisements.

Golf Tournament

The KeizerFEST Golf Tournament hosts over 120 people from around the valley to participate in a day of golf. Each hole is sponsored by a business in the area. This allow people in the community to meet businesses in the community during the tournament.

Social Meda – Share sponsor names, photos of the event, raise money for the Gift Basket Program.

Radio – Live broadcast from the golf tournament to increase exposure.

Attend Other Chamber Events

We will continue to attend events hosted by the Woodburn Area Chamber of Commerce and Salem Chambers of Commerce, ensuring Keizer's events and opportunities are highlighted. Our presence will foster strong regional connections and promote Keizer as a destination.

Social Media Posts

Social media posts will continue to be done 4-6 times per week across multiple platforms. Social Media posts include Events, Information that benefits small businesses in the community, Leisure attractions in Keizer, actively solicit Member news to share.

Business Directory

We would like to transition the directory to an online format, ensuring it remains a vital resource for the community while reducing costs. This digital directory will feature enhanced search capabilities, up-to-date listings for local businesses, and a dedicated section for Community Events.

Online – Digital magazine with clickable links and interactive maps to include places of interest.

Physical copies are shared with businesses in the community as well as regional hotels.

Keizer Community Fields Tournament Guide

We will launch and help maintain an online guide tailored for visitors utilizing the Keizer Community Fields. The guide will include exclusive discounts from local businesses and recommendations for dining, lodging, and activities, making it a valuable tool for participants and organizers.

Website – Highlight the turn fields on the website with information about use and share contact information.

Social Media – Share events

Interactive Map

Marketing the Keizer Event Center

Collaborate with the Keizere Event Center to create a plan that shares the opportunities to utilize the space.

Website – Profile listing on the business directory.

Social Media – Share events, highlight opportunities for use

Directory – Print and digital advertising, Interactive map.

Radio

We plan to expand our radio segment to include more diverse topics, such as interviews with local business owners, highlights of upcoming events, and updates on tourism initiatives. This will strengthen our outreach efforts to a broader audience.

Regularly participate in shows and interviews across multiple stations. Including but not limited to KBZY, KYKN and KSLM.

Other Initiatives

We will explore additional tourism-related opportunities, such as developing themed event series, creating promotional videos, and partnering with regional tourism boards to futher position Keizer as a vibrant, welcoming community.

AGREEMENT BETWEEN THE CITY OF KEIZER AND THE KEIZER CHAMBER OF COMMERCE FOR VISITORS CENTER AND TOURISM PROMOTION SERVICES

This agreement is made and entered into this 22 day of July 2025, between The City of Keizer, an Oregon municipal corporation ("City"), and the Keizer Chamber of Commerce ("Chamber"), an Oregon nonprofit corporation.

WHEREAS, the City desires to enter into this Agreement with Chamber for tourism promotion services for the City.

WHEREAS, the City Council has deemed it to be in the best interests of the City of Keizer to contract with the Chamber of Commerce to provide the services of promoting tourism to use in accordance with the terms and provisions hereinafter set forth.

WHEREAS, The Chamber is willing to provide tourism promotion services for the City, and the City is willing to compensate the Chamber for tourism promotion services with tourism-related taxes levied throughout the City.

WHEREAS, The City recognizes that the Chamber adds value to the City by using monies raised by the Chamber and its members, with money from the City, to put on community-wide events such as the parades and KeizerFEST. These events would not be possible with City funds and resources alone.

NOW, THEREFORE, for and in consideration of the sums to be paid by the City and the obligations to be performed by the Chamber as hereinafter set forth, the parties hereto mutually covenant, stipulate, and agree as follows:

TERMS OF AGREEMENT

Section 1. Definitions. The definitions of "Tourism", "Tourism Promotion", "Tourism Promotion Agency", "Tourism-Related Facility", "Tourist", "Unit of Local Government", and "Visitors Information Center" shall conform to ORS 320.300 or as amended by state law. Destination Management Organization means a group of travel industry stakeholders interested in optimizing tourism within a particular destination.

Section 2. Chamber's Obligations. In exchange for the payment provided in Sections 3 and 6, Chamber shall provide the following tourism promotion services to the City:

A. The Chamber shall, in consideration of the compensation provided herein, manage and operate a Visitors' Information Center including providing tourism promotion services which will include:

   1. Staffing for Visitors' Center for in-person and telephonic response/customer interaction. The chamber shall be allowed to charge against the account a reasonable share per year for the share of overhead (salaries, benefits, rent, utilities, supplies)

attributable to the services performed under the Agreement. The Chamber will be responsible for maintenance of the facilities to present a pleasing visual setting for visitors and the community. The Chamber will maintain the interior of the building in a clean and efficient manner.

2. Managing tourism-related programming through the development and marketing of community events such as KeizerFEST, the Bloomin Iris Parade, and the Keizer Holiday Lights Parade.

3. Updating of Chamber newsletter, website, and social media platforms to maintain a persistent presence for tourism in line with the City's economic identity.

4. Development, promotion, and inventory management for tourism-related materials.

B. Administrative and Management Functions. The Chamber shall develop a marketing plan and annual board adopted budget designed to promote tourism related activities in Keizer with an emphasis on using revenue for strategic, targeted advertisement outside of the local area. Such programs should include advertising methods designed to both promote conventions, tourism, local and special events, and to inform visitors as to the scenic and historic attractions, entertainment, restaurants, accommodations, and other matters of special interest to visitors. The initial marketing plan and board adopted budget shall be submitted, in writing, to the City within 30 days of the execution of this agreement. Subsequent year's marketing plan and annual board adopted budget shall be submitted, in writing, to the City by March 15th of each year this Agreement is in effect.

C. Financial Records. The Chamber shall maintain accurate and complete books of account, ledgers, receipts relating to monies received, and expenditures made in furtherance of this agreement. The City Manager, or any person authorized in writing by the City Manager, may examine during normal business hours, the books, papers and accounting records relevant to how the Chamber spends money received from the City after 30-day notification to the Chamber. Information regarding the contents of the books, papers and accounting records shall be considered confidential to the extent permitted by Oregon Public Records Law, provided that nothing shall prevent disclosure to others for the purpose of enforcing any provisions of this agreement. The financial records shall include, but not be limited to, relevant portions of a balance sheet(s) and income and expense reports. The Chamber shall maintain Financial Records for at least six years after the expiration of this Agreement and continue to make them available in the aforementioned manner for that same amount of time.

D. Services performed by the Chamber and all tentative or final results thereof shall be subject to performance auditing by the City at any time, upon request and timely notice to the Chamber. The Chamber shall present, in writing, and in person to the Keizer City Council an accounting of the city's funds used towards the agreement on a bi-annual basis. The presentation shall be made no more than 60 days after March 15th and September 15th. The presentation shall include:

1. Web hits, including search engine optimization (SEO) results differentiating between tourism and regular Chamber business where possible;
2. Usage data specifically on "Play, Stay & Eat Guide" for soccer and baseball tournaments.
3. A report on two (2) events per year using cell phone data from a system like Placer.ai.
4. Social media activity differentiating between tourism and regular Chamber business if possible;
5. Information on reach, frequency and value of work done with KBZY radio. Information for other radio stations may be included as available.
6. A brief recap of various achievements relative to the Chamber's business plan objectives;
7. Bi-annual income and expense reports, including budget to actual results, relevant to monies received by the City.

Section 3. City's Obligations. In exchange for the tourism promotion services provided by Chamber in accordance with Section 2, the City shall provide the following to the Chamber:

A. Provide compensation for visitor's center in the amount of 10% of overhead costs up to $25,000 with additional amounts available pending receipt of the annual marketing plan, as outlined in Section 2(B) and board adopted budget, subject to budget approval per Section 4 below. Overhead costs include:
   1. Accounting and banking
   2. Office expense and utilities
   3. Insurance
   4. Rent and repairs
   5. Personnel expenses

B. Provide waiver, subject to the City fee waiver policy, of city-related fees as sponsorships for the following events such as:
   1. First Citizen Banquet
   2. Percey Auction
   3. State of the City
   4. KeizerFEST
   5. Annual Tree Lighting

C. Provide in-kind police and public works support for the Bloomin Iris/KeizerFEST Parade and the Keizer Holiday Lights Parade.

D. The City shall receive and be provided the opportunity to give feedback on the marketing plan discussed in Section 2(B).

E. Based on the marketing plan discussed in Section 2(B) the city will contribute an additional annual $25,000 toward marketing efforts, subject to city budget approval per Section 4 below.

F. The City, in consultation with the Chamber, agrees to provide a member of the Keizer City Council to act as a liaison. The liaison's role is to serve as a way for the City and the Chamber to share information with each other.

Section 4. Budget Approval. City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this agreement through June 30, 2026. This agreement may be cancelled by City after that date if sufficient funds are not available or if the City does not obtain budget approval. Funds appropriated through the City's annual budget process will be for the following fiscal year.

Section 5. Term. This agreement is effective upon the signature of all parties and shall continue through June 30, 2026. This agreement may be extended in writing for two (2) one-year extensions pending review of agreement terms and approval of funding for the Chamber in the City of Keizer budget.

Section 6. Compensation. The City agrees to pay to the Chamber 10% of overhead costs up to $25,000, with additional amounts available to support the annual marketing plan (Sections 2(B) and 3(E)) and board adopted budget, divided into equal bi-annual payments for fiscal year 2025-2026. Initial installment will be paid to the Chamber within 30 days upon receiving the appropriate report as described in Section 2(B) of this agreement. Thereafter, while this agreement is in effect, City agrees to pay to the Chamber an amount as described in Section 3(A) divided into equal bi-annual payments with each installment being paid within 30 days upon receiving the appropriate report from Chamber, as described in Section 2(B) and 2(D). Overhead costs include:

1. Accounting and banking
2. Office expense and utilities
3. Insurance
4. Rent and repairs
5. Personnel expenses

Section 7. General. The Chamber's duties will be performed with the understanding that the Chamber has special expertise as to the services the Chamber is to perform as a Destination Management Organization (DMO). The City reserves the right to evaluate the effectiveness of the services performed by the Chamber and may terminate this agreement pursuant to Section 8 if it determines that the services are not effective.

Section 8. Termination. Either party, upon ninety (90) days' written notice to the other, may terminate this Agreement for cause, without further obligation. Waiver by either party of any breach or violation of this Agreement shall not be construed or deemed as a continuing waiver and shall not prevent the party from terminating this Agreement for any subsequent breaches or violations. This agreement is also subject to automatic termination on any June 30th if the annual Keizer City Budget for any given year does not approve of the funding for this agreement.

Section 9. Licensing and Taxes. Chamber shall be responsible for the acquisition and maintenance of all licenses and permits to carry Chamber's business. Chamber shall also be responsible for any taxes, whether real or personal, related to Chamber's business.

Section 10. Independent Contractor. Chamber is an independent contractor, holding itself out to the general public as an independent contractor. The parties intend that an independent contractor relationship will be created by this Agreement. The City is interested only on the results to be achieved; all conduct and control of the work will lie with the Chamber. Chamber is not to be considered an agent or employee of the City for any purpose, and the employees of Chamber are neither employees of the City nor entitled to any of the benefits that the City provides for its employees.

Chamber Board Members, Employees and Volunteers are not bound by employment rules for City employees while working on anything related to or outside of this contract .

Section 11. No Third-Party Beneficiaries. The City and Chamber are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

Section 12. Limitations. As provided in Section 10, Chamber is an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and workers compensation. As such, Chamber shall have no authorization, express or implied, to bind the City to any agreement, settlement, liability, or understanding, whatsoever, and agrees not to perform any acts as agent for the City.

Section 13. Notice. Any notice or notices provided for this Agreement or by law to be given or served upon either party shall be given or served by (1) personal service, (2) certified mail, return receipt requested, postage prepaid or (3) by email or facsimile followed by certified mailing of the original and addressed to:

City of Keizer	Keizer Chamber of Commerce
City Manager	Executive Director
PO Box 21000	4118 River Road N
Keizer, OR 97303	Keizer, OR 97303

Section 14. Assignment. Neither party may assign, subcontract, or otherwise transfer any rights and responsibilities under this Agreement except upon the written consent of the other party. If any assignment is made both the assigning party and assignee shall be bound by the terms of this Agreement. The City may terminate the Agreement if transferred or assigned without the prior written consent of the City.

Section 15. Amendments. This Agreement may be amended by written agreement of both parties.

Section 16. Laws of Oregon. This Agreement shall be governed by the laws of the State of Oregon both as to the interpretation and performance, and the venue shall be in Marion County.

Section 17. Waiver. The Chamber or the City's failure to enforce a provision of this Agreement shall not constitute a continuing waiver, shall not constitute a relinquishment of the City's or Chamber's right to performance and/or payment in the future and shall not operate as a waiver of the City's or the Chamber's right to enforce any other provision of this Agreement.

The persons signing below represent and warrant that they have the authority to sign this Agreement on behalf of the entity they are signing for:

Dated: 7.22.25	Dated: 7/25/25
THE CITY OF KEIZER	KEIZER CHAMBER OF COMMERCE
By:	By:

...oved as to form:

...City Attorney

City Council Meeting Date: July 20, 2026

To:	Mayor Clark and City Council Members
Thru:	Adam J. Brown, City Manager
From:	Adam Brown, City Manager
Subject:	Sports Parks Names

Proposed Motion

I move that the Keizer City Council direct staff to prepare the appropriate documentation and to follow the established procedure for renaming the two sports complexes in Kiezer.

I. Summary

Requests from Keizer Little League and City Council members have been received by staff to change the name of what is currently known as the Keizer Little League Park. Additionally, while we look for a sponsor for both the Little League Park and the new synthetic turf fields, we have struggled to define a name for the sports fields complex at Keizer Rapids Park.

II. Background

A. The Keizer Little League Park is over 40 years old. Until the last 10 years, it was run by Keizer Little League. In the time that it has not been run by Keizer Little League, since the name is Keizer Little League Park, calls for the park often end up with the president of the Keizer Little League Club instead of the city. Keizer Little League has requested that it be changed to eliminate confusion.

B. The athletic fields at Keizer Rapids Park were constructed and opened in 2024. They have been referred to as the "turf fields" by many; however, turf can be synthetic or real grass. We began calling them the artificial turf fields, and more recently have been calling them the synthetic turf fields, because that is more consistent with the industry standard for referring to these kinds of surfaces.

III. Current Situation

A. Several council members requested this item be put on the agenda, specifically Councilors Parsons, Christopher, and Council President Star. They are asking for the Council's approval to name the facilities the Keizer Sports Complex East and the Keizer Sports Complex West.

B. As sponsors are added to the complexes, the name can be adjusted to read the

"Business of Your Choice" Keizer Sports Complex East or the "Business of Your Choice" Keizer Sports Complex West.

C. This provides a consistent name for the facilities and eliminates the legacy burden on Keizer Little League. It also sets the city up for future sponsors and understanding that these are City facilities.

IV. <u>Analysis</u>

A. **<u>Strategic Impact</u>** - No strategic impact.

B. **<u>Financial</u>** - The only financial cost will be for new signage. The cost is in the order of magnitude of several hundreds of dollars.

C. **<u>Timing</u>** - There is no underlining time constraint. To finish the process, it would go through the Parks and Recreation Advisory Board and then the City Council.

D. **<u>Policy/Legal</u>** - The policy for renaming Keizer parks was set in 1996, but has been amended several times. The most recent change in policy was in 2020 by Resolution R2020-3069. The policy requires that naming rights go through the Public Works Department, then the Keizer Parks and Recreation Advisory Board. The policy requires that public input be accepted during the meetings of the Parks and Recreation Advisory Board and the City Council meeting. The policy is attached.

V. <u>Alternatives</u>

A. Direct staff to take the proposal through the Paks and Recreation Advisory Board.

B. Take No Action: Continue with the present names and references.

VI. <u>Recommendation</u>

Staff recommends that the Council direct staff to propose the names to the Keizer Parks and Recreation Advisory Board.

<u>Attachments</u>

1. R2020-3069_2020-04-20

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2020-3069

ADOPTING DONATION AND NAMING POLICIES FOR KEIZER PARKS; **REPEALING RESOLUTIONS R96-894, R2006-1750 AND R2009-1917**

WHEREAS, Resolution R96-894 (Establishing a Process for Naming of City Parks) was adopted by the Keizer City Council on April 15, 1996;

WHEREAS, Resolution R96-894 was amended by Resolution R2006-1740 on November 20, 2006;

WHEREAS, Resolution R2009-1917 (Adopting Policies for Keizer Parks and Recreation Donation Opportunities) was adopted by the Keizer City Council on February 2, 2009;

WHEREAS, the City Council wishes to repeal such Resolutions and replace it with new policies;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the attached "City of Keizer Park and Public Space Donation Opportunities and Naming of Parks and Public Spaces" is hereby adopted.

BE IT FURTHER RESOLVED that Resolutions R96-894 (Establishing a Process for Naming of City Parks), R2006-1740 (Amending Resolution No. R96-894), and

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

R2009-1917 (Adopting Policies for Keizer Parks and Recreation Donation Opportunities) are hereby repealed in their entireties.

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

PASSED this 20th day of April, 2020.

SIGNED this 20th day of April, 2020.

Cathy Clark
Mayor

City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

City of Keizer Park and Public Space Donation Opportunities and Naming of Parks and Public Spaces

The Keizer City Council and the Keizer Parks and Recreation Advisory Board appreciate individuals and organizations who wish to observe, acknowledge or remember a significant historical event, occasion, or individual through donations to improve public spaces, parks or buildings by planting trees, installing site furnishings or other amenities.

When carried out in a manner that helps accomplish a recognized need within Keizer and that adds to the quality of a public space, park or building, such donations are both a positive memorial and significant contribution to the community.

Donors are encouraged to consider methods that provide a meaningful contribution in the name of an individual or event without the need for a physical memorial. Assisting with the renovation of a feature or structure or the design and construction of a site, trail, structure, or the planting of a tree or grove of trees may be a lasting memory that also contributes to the quality of a site. The donation of land or the assistance with the acquisition of land can be a very significant and lasting memorial.

1. TYPES OF DONATIONS: Gifts donated to parks can be designated for a specific park or program or undesignated leaving use of the donation to the discretion of city staff. Donation opportunities are limitless but may include:

- Park Equipment (benches, picnic tables, kiosks, walkways)
- Playground Equipment
- Trees and shrub plantings
- Recreation Programs and Scholarships
- Sports Equipment
- Artwork
- Structures & facilities
- Property

Gifts may be tax deductible. Donors are advised to consult their own tax professional to determine deductibility. If requested, each individual, group, or organization will receive a letter of appreciation and appropriate tax verification information.

2. CRITERIA FOR ACCEPTING NON-CASH DONATIONS: The following general principles have been established to help determine the appropriateness of donations:

A. *Preserve the integrity and artistry of the parks, trails, and open spaces.* Donations should be placed in a park to enhance the master plan and be part of the overall landscape design of the site.

B. *Provide a "Quiet Reverence" instead of a public display.* Donations should allow the existing natural scenery and architecture to dominate. Donations should not detract from the quality of the visitor's experience or overpower the setting.

C. *Less is better than more.* A conservative approach is warranted and great consideration must be given to site design if a donation is located in scenic or historic environs of parks, trails, and open spaces.

D. *Incorporate Broad Community Values.* All donations should have significance that is readily apparent to the general public and not that of a small special interest group.

3. GUIDELINES FOR GENERAL CASH DONATIONS: The City and Keizer Parks and Recreation Advisory Board will work to visibly acknowledge cash donations in a manner that is appropriate for the given donation, that does not detract from the quality of a park or program, and that serves to encourage further donations to improve public facilities and programs. Sponsorships are temporary agreements with the City of Keizer for donations that fund events or recreational activities. The acknowledgement for sponsorships will be in the form of a sign and/or recognition published in event materials or other agreed upon recognition methods.

4. GUIDELINES FOR SPECIFIC CASH DONATIONS: The City may accept cash donations that the donor requires to be used for a specific project. Restricted cash donations will be carefully reviewed on a case-by-case basis. Projects will be approved only if they:

A. Maintain or improve the public space consistent with its existing or planned character and use. It is important that the character of natural areas, athletic fields, playgrounds, picnic areas, meeting spaces, and other public areas be maintained and enhanced. It is important that if the donation is intended as a memorial that it not transform the site into a location that is perceived as a site of memorials.

B. Are consistent with specific plans (if any) approved by the City for the proposed site. Only proposals that are consistent with such plans and advance the quality of the area as a public space will be approved.

C. Involve acceptable liabilities, expenses, and maintenance obligations for the City of Keizer over the expected life of the donation. Any proposal that may have significant impact on financial or other resources, and has not been explicitly approved as part of an existing plan, must be approved by the City Council.

5. GUIDELINES FOR SPECIFIC NON-CASH DONATIONS:

A. <u>Tree Donations</u>

The City accepts trees or financial donations for trees when the following guidelines are met:

1. Locating a tree in the proposed site is appropriate and would preserve the integrity and aesthetics of the site.
2. Special location requests will be considered with the final location to be determined by the City.
3. Tree species and size must be approved by the City.

4. Donations may be made at any time of the year but actual planting will take place during the best time of year for survival; usually in the spring or fall.
5. The City of Keizer will install or arrange for installation of all approved trees. When agreeable to both the City and the donor, installation can be carried out by the donor or another approved installer.
6. Trees will be pruned and maintained by the City to the same standard as other trees in the park.
7. In instances where trees do not survive, tree replacements will be provided if the City was responsible for planting the tree. Replacement trees may or may not be of the same variety and in the exact location as that of the original donation.
8. Due to concerns over maintenance, vandalism, and the more natural setting associated with a living memorial, plaques may not be included as part of the tree donation program.
9. Should donors wish to participate in the planting of a memorial tree, or wish to host a commemorative ceremony, they may make arrangements with the City to do so. Donors are responsible for all ceremonial arrangements and associated costs.

B. Shelters, Table and Bench Donations

Shelters, benches, tables and other amenities of a similar scale enhance the beauty and utility of Keizer's parks and public spaces. In making donations for a specific amenity or site, the following guidelines apply:

1. Staff will work to identify existing benches and other site amenities which need to be replaced or installed. Donors are encouraged to provide amenities at these locations.
2. Although suggestions will be considered for particular locations, placement must be approved by the City. Final decisions as to location will be determined by the City in consultation with the donor.
3. All park amenities will be designed, constructed, and installed in a manner that meets the standards and requirements of the City. The City maintains a list of commercially available tables and benches approved for use in Keizer parks and their approximate cost.
4. The City of Keizer will install or arrange for installation of all approved site furnishings, and amenities. When agreeable to both the City and the donor, installation can be carried out by the donor or another approved installer.
5. The City of Keizer will maintain site furnishings and amenities according to the maintenance schedule for the selected park or public space.
6. If intended as a memorial, appropriate plaques may be attached to the amenity provided the following standards are met:
   a) The size, placement, and wording of the plaque do not change or detract from the public use and enjoyment of the site.
   b) The plaque materials, construction, and installation meet City standards for durability and maintenance.

c) Should donors wish to plan a memorial or commemorative ceremony associated with a donated amenity, they may make arrangements with the City to do so. Donors are responsible for all ceremonial arrangements and associated costs.

7. If determined necessary by City, a financial donation covering the expected cost of the amenity, its installation, and a ten year maintenance plan shall be provided by the donor.
8. Keizer will maintain park amenities accepted as memorials for ten years in their original location, or in an area near their original location. After 10 years, the amenity may be removed or relocated without notice should park needs change.

6. DONATION PROCEDURES:

A. Cash donations shall be made payable to the City of Keizer.

B. Proposed non-cash or restricted cash donations must be submitted in writing on a form provided by the City. The form must contain a brief summary of the person who is being memorialized, if applicable.

C. The City will review proposed donations and approve those that meet an appropriate need of Keizer parks or public spaces, that are appropriate for the site, are consistent with city principles regarding memorials and that meet applicable standards relating to design, materials, construction, and installation.

D. Depending on the type of potential donation or memorial, other City Departments, the Parks and Recreation Advisory Board, the City Manager, the City Council, and others may review the proposal. Questions can include the desirability or consistency of a proposal within the context of existing plans, aesthetic impact, cost and maintenance implications for the City, liability, etc.

E. Specific donations will be documented in writing. Once such documentation has been agreed to by a donor and the City, and the associated funding or materials associated with the donation received by the City, the City will proceed with arranging for final design (if needed) and installation.

F. In no event shall any tree, shrub, other vegetation, shelter, bench, table, site furnishings or any other item of any type be placed on park or other public property without the express written consent of the City. If any item is placed without such permission, it is subject to removal without notice.

G. As used herein, "the City" shall mean the City Manager or his/her designee.

7. MAINTENANCE/REPLACEMENT OF DONATED ITEMS:

A. Maintenance of the landscaping at tree donation sites will be maintained by the City according to the maintenance schedule for the selected park or public space.

B. Donated trees become City property. Donations made previous to the adoption of this document are to be maintained by the City during its salvageable life span.

C. Donated park elements and/or their associated donation acknowledgement are City property. Accordingly, the City has the duty to maintain the donation only for the expected life cycle of the donation. If current information is on file, donor will be informed and given the opportunity to take further action at the expiration of the original life cycle.

D. Existing memorials may be replaced by another memorial or removed at any time with the approval of the Keizer Parks and Recreation Advisory Board.

E. Due to limited funding, donated park elements that are destroyed or damaged beyond repair will not be replaced. If appropriate, the City may repair such elements depending on funds being reasonably available.

8. GUIDELINES FOR DONATION NAMING RIGHTS: One of the most visible and sensitive forms of acknowledgement is the naming of a park or a facility within a park after an individual, company, or organization. The following process is for situations where new park land has been donated to the City or the funds for a specific major facility are donated. In an effort to treat all "naming" suggestions in a fair and open manner, and recognizing the potential for controversy surrounding such decisions, the following guidelines must be followed:

A. General Procedure for Naming Rights:

1. Naming suggestions from the public, advisory board members, organizations, and others should be made to the Parks Division in Keizer's Public Works Department in writing. The information provided should include justification for the name in order to aid in considering the suggestion.
2. After review by the appropriate City staff, the proposal will be placed on the agenda of the Keizer Parks and Recreation Advisory Board and will be brought forward with a recommendation from City staff. Public input will be solicited via normal publication methods and time will be provided for public input at a designated Keizer Parks and Recreation Advisory Board meeting. Procedures for naming and renaming of parks will at a minimum include the provisions outlined below pertaining to the naming of city parks.
3. The Keizer Parks and Recreation Advisory Board recommendation will be forwarded to the Keizer City Council for final action and official designation.

B. Criteria for Names: The following are criteria the Keizer Parks and Recreation Advisory Board will use in considering suggestions for names:

1. Names will be considered if appropriate for the park, facility, or amenity within a facility. The name must not duplicate, or be closely relate to, or pronounced similarly, to any other name within the Keizer system to minimize confusion to the general public; or be a name associated with a company whose business is deemed illegal; or be discriminatory or derogatory of race, gender, creed, religious or political affiliations, or other similar factors.
2. To be recommended, names should be relevant to the item being named, be reviewed by other individuals, corporations, and organizations who have made significant contributions to the completion of the park or facility being named, and meet one or more of the following criteria:
   a) Recognize a person or organization that has made an exceptional contribution to and a positive impact in the community, either through many acts over time or one exceptional contribution. Relevant contributions can include: significant funding or donations of material, time, and/or talent to build, maintain or develop a park or facility; donations enabling the acquisition, development or conveyance of land or facility; or other tangible or intangible contributions or positive impacts.
   b) Highlight a relevant, important historical event, natural phenomenon or geographic location.
   c) Names reflecting private business identities will be considered when it results from donations that made a park or facility available to the public that otherwise would not exist and reflects either the initial agreement concerning the donation and/or ongoing contributions helping to maintain or improve the park or facility. Names reflecting business donations will only be considered when the donation covers in excess of 50% of the costs associated with the facility.
3. The City's commitments for names are only for the period of time specified in the associated agreements.

9. GUIDELINES FOR NAMING AND RENAMING OF CITY PARKS: This process is for non-donation naming or renaming situations. The following process for naming and renaming of City Parks shall be followed:

A. Criteria: Park properties should be named for their location, or in memory of a deceased individual who has positively impacted the City of Keizer.

B. Public Input: In the case of a Neighborhood park, include a question on a park survey that is distributed to the neighbors of the park, asking their ideas for a name. If the park is larger and would be considered a Community park, ideas for a park name could be asked in the local paper, City Newsletter or water bill.

C. Parks and Recreation Advisory Board Review: All ideas will be reviewed by the Keizer Parks and Recreation Advisory Board and a recommendation forwarded to the City Council.

D. City Council Decision: The City Council will receive from the Keizer Parks and Recreation Advisory Board a review of the possible park names along with the recommendation.

E. Renaming: For the renaming of existing, named parks, the City Council may adopt a new name for a park after such review, recommendation the Parks and Recreation Advisory Board, and public input as the City Council may see fit without necessarily following Section 9(A) through 9(D) above.

City Council Meeting Date: July 20, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Adam Brown, City Manager

Subject: Transient Occupancy Tax

Proposed Motion

I move the City Council direct staff to prepare an ordinance amending Keizer Code Section 38-20 to increase the transient occupancy tax rate from 6% to 10%, with an effective date selected by Council and with direction to administer the increased revenue consistent with applicable Oregon law.

I. Summary

Keizer Code Section 38-20 currently imposes a transient occupancy tax of 6% of the rent charged by the operator for hotel occupancy. The requested action would increase the rate from 6% to 10% by ordinance because the rate is codified in Keizer Code Section 38-20 and the City Charter provides that Council exercises legislative authority by adopting ordinances. The proposed increase is 4 percentage points, which is approximately 66.7% higher than the current local tax rate. Oregon law allows a local transient lodging tax increase adopted after July 1, 2003, if the net revenue from the increased tax is used consistently with ORS 320.350.

II. Background

A. Keizer Code Section 38-20 provides that, for the privilege of occupancy in a hotel, a transient shall pay a tax in the amount of 6% of the rent charged by the operator.

B. The code defines hotel broadly to include hotels, inns, motels, bed and breakfasts, lodging houses, clubs, mobile home, trailer, and recreational vehicle park spaces, and similar structures when occupied for less than 30 days.

C. Operators collect the tax when rent is collected, must state the tax separately in records and receipts, and remit the tax to the City as provided in Keizer Code Section 38-26.

D. The tax is due from the transient to the operator when rent is paid, and collected taxes are due to the tax administrator quarterly on the 15th day of the month following each quarter. Operators may withhold 5% of the tax due, to cover collection and remittance administrative expenses.

E. Keizer Code Section 38-41 requires transient occupancy tax revenue to be accounted for by a special line item account commonly referred to as hotel tax and distributed pursuant to Council resolution.

F. Keizer's 2026–2030 Strategic Plan includes an Economic and Community Development task to create and adopt a five-year plan for the use of Transient Lodging Tax, also called Transient Occupancy Tax (TOT) funds for economic development.

G. The discussion about increasing taxes on transient stays was initiated in January 2026, when the council was discussing ways to fund improvements to the Keizer Little League Park. The facility usually hosts 20 weekend tournaments a year. The facility generates significant stays in city hotels. Lighting and installing synthetic turf at the complex will increase the prices we charge for leasing fields and hosting tournaments and draw higher level tournaments to Keizer.

H. The idea of a Tourism Promotion Area (TPA) similar to what is done in Salem was brought up. Under that scenario the hotel owners would decide how the funds would be spent. Proposals would have to be received each year and would need the hotel owners to sign off. The initial thought was to have a 4% TPA tax.

I. More recently, staff believed the idea of just increasing the transient occupancy tax from 6% to 10% would streamline the process since the council's objective is to put the majority of the money into the baseball softball complex which can be considered a tourism-related facility based on the hotel stays generated by its use.

III. <u>Current Situation</u>

A. The current local transient occupancy tax rate remains 6% under Keizer Code Section 38-20.

B. The requested action would increase the local rate to 10% and requires an ordinance amending the codified rate in Keizer Code Section 38-20.

C. Council may adopt an ordinance, which generally requires approval by a majority of Council at two meetings, or at a single meeting if all members present and voting approve unanimously, those present and voting constitute a quorum, and the proposed ordinance is available in writing to the public at least five calendar days before the meeting.

D. Ordinances normally take effect on the 30th day after adoption, or on a later date provided in the ordinance. An ordinance may take effect sooner if it contains an emergency clause.

E. An effective date should allow notice to lodging operators, alignment with quarterly tax administration, and accounting setup for the incremental 4 percentage-point increase.

IV. <u>Analysis</u>

A. **<u>Strategic Impact</u>** - This is progress towards the Economic & Community Development goal to create a plan for investing transient lodging tax funds for economic development over a five-year period.

B. **Financial** - The current 6% transient occupancy tax was grandfathered prior to 2003 when all future TOT's were subject to a rule where 70% had to go to tourism-related activities and 30% was unrestricted. The council is bound to a 20%/80% split on the current six (6) percentage points collected because of a previously issued council policy prior to 2003 which set the split at 20% toward tourism-related uses and 80% unrestricted. In the past year, the Oregon legislature amended that law which will allow a split of 50% for tourism-related activities and 50% unrestricted.

Operators may withhold 5% of tax to cover administrative expenses of collection and remittance, and Finance should track base 6% revenue separately from an incremental 4% increase in revenue for compliance, budgeting, and reporting, since the current 6% is grandfathered at the 20%/80% split between tourism related activities and unrestricted revenue and the new amount will be subject to either the 70%/30% split prior to January 1, 2027 or 50%/50% on January 1, 2027 or after.

The increase would raise the local tax rate by 4 percentage points, from 6% to 10%. We have estimated revenues on the current three hotels for the current year at $350,000 per year. The current 6% estimated at $350,000 broken down by the 20/80 rule is 20% for tourism-related uses and 80% unrestricted. An additional 4% would generate $236,000. Divided at the 50/50 rule it would be $118,000 for tourism related uses and $118,000 unrestricted. Between now and January it would be split using the 70/30 rule which results in $165,200 and $70,800 split.

It is not certain at this time if we would have to rescind the 4% and reinstitute it to switch from the 70/30 rule to the 50/50 rule, but it appears from House Bill 4148 that any new percentage implemented after July 1, 2003 reverts to subparagraph 6 which changes the percentage. Regardless, nearly 100% of our TOT funds can be attributed to tourism promotion or tourism facilities.

C. **Timing** - If Council wishes to proceed, the rate change should be adopted by ordinance with an effective date that provides adequate implementation time for lodging operators and City finance staff. Because local tax returns and remittances are quarterly, implementation at the beginning of a quarter may simplify administration. HB 4148 changes Oregon's allocation split for net revenue from new or increased local transient lodging taxes to at least 50% for tourism-related uses and no more than 50% for city or county services, with the amendments to ORS 320.350 operative January 1, 2027.

D. **Policy/Legal** - The amount restricted by state law to be used toward tourism includes tourism promotion and tourism related facilities. It also includes funding to Destination Management Organizations (DMO). Because the tax rate is contained in Keizer Code Section 38-20, the rate increase should be adopted by ordinance amending that section. ORS 320.350 currently requires at least 70% of net revenue from a new or increased local transient lodging tax to be used for tourism promotion, tourism-related facilities, or related debt, and no more than 30% for city or county services. HB 4148 / Chapter 121 changes that split to at least 50% for tourism-related expenses and no more than 50% for city or county services, with the ORS 320.350 amendments operative January 1, 2027. Beginning in 2027, local governments imposing a local transient lodging tax must file a biennial report with the Legislative Revenue Officer by September 1 of odd-numbered years; the report must include tax rates imposed, total revenue collected, and revenue uses for the preceding two fiscal years. The City Attorney should confirm the final ordinance form, effective date, and revenue-use language, including the transition between current law and the January 1, 2027 operative date of HB 4148.

V. Alternatives

A. Alternative A: Adopt the ordinance increasing the transient occupancy tax rate from 6% to 10%, with an effective date selected by Council and compliance direction for the incremental revenue.

B. Alternative B: Direct staff to return with a revised ordinance using a different rate, effective date, allocation approach, or additional implementation provisions.

C. Alternative C: Continue the matter to allow additional outreach to lodging operators, tourism partners, and other stakeholders before Council action.

D. Take No Action: The transient occupancy tax rate would remain 6% under Keizer Code Section 38-20.

VI. Recommendation

Staff recommends that the City Council direct us to prepare an ordinance amending Keizer Code Section 38-20 to increase the transient occupancy tax rate from 6% to 10%, establish an effective date that supports orderly implementation, and direct staff to administer the increased revenue consistent with applicable Oregon law.

Attachments

1. House Bill 4148 Enrolled
2. TOT Split Diagram

Enrolled

House Bill 4148

Sponsored by Representative WALTERS, Senators NERON MISSLIN, WEBER, Representative JAVADI; Representatives GAMBA, GRAYBER, HELM, MCDONALD, Senators CAMPOS, FREDERICK, MANNING JR (Presession filed.)

CHAPTER ....

AN ACT

Relating to local taxation; creating new provisions; amending ORS 320.350; and prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. ORS 320.350 is amended to read:

320.350. (1) A unit of local government that did not impose a local transient lodging tax on July 1, 2003, may not impose a local transient lodging tax on or after July 2, 2003, unless the imposition of the local transient lodging tax was approved on or before July 1, 2003.

(2) A unit of local government that imposed a local transient lodging tax on July 1, 2003, may not increase the rate of the local transient lodging tax on or after July 2, 2003, to a rate that is greater than the rate in effect on July 1, 2003, unless the increase was approved on or before July 1, 2003.

(3) A unit of local government that imposed a local transient lodging tax on July 1, 2003, may not decrease the percentage of total local transient lodging tax revenues that are actually expended to fund tourism promotion or tourism-related facilities on or after July 2, 2003. A unit of local government that agreed, on or before July 1, 2003, to increase the percentage of total local transient lodging tax revenues that are to be expended to fund tourism promotion or tourism-related facilities, must increase the percentage as agreed.

(4) Notwithstanding subsections (1) and (2) of this section, a unit of local government that is financing debt with local transient lodging tax revenues on November 26, 2003, must continue to finance the debt until the retirement of the debt, including any refinancing of that debt. If the tax is not otherwise permitted under subsection (1) or (2) of this section, at the time of the debt retirement:

(a) The local transient lodging tax revenue that financed the debt shall be used as provided in subsection (5) of this section; or

(b) The unit of local government shall thereafter eliminate the new tax or increase in tax otherwise described in subsection (1) or (2) of this section.

(5) Subsections (1) and (2) of this section do not apply to a new or increased local transient lodging tax if all of the net revenue from the new or increased tax, following reductions attributed to collection reimbursement charges, is used consistently with subsection (6) of this section to:

(a) Fund tourism promotion**,** [*or*] tourism-related facilities **or resiliency grants for small businesses in the restaurant and lodging industry**;

(b) Fund city or county services**, whether emergency or nonemergency services, provided directly by the city or county or by a special district in lieu of the city or county**; or

(c) Finance or refinance the debt of tourism-related facilities and pay reasonable administrative costs incurred in financing or refinancing that debt, provided that:

(A) The net revenue may be used for administrative costs only if the unit of local government provides a collection reimbursement charge; and

(B) Upon retirement of the debt, the unit of local government reduces the tax by the amount by which the tax was increased to finance or refinance the debt.

(6)**(a)** At least [*70*] **50** percent of net revenue from a new or increased local transient lodging tax shall be used for the purposes described in subsection (5)(a) or (c) of this section.

(b) No more than [*30*] **50** percent of net revenue from a new or increased local transient lodging tax may be used for the purpose described in subsection (5)(b) of this section.

(7)(a) Notwithstanding subsection (1) of this section, a unit of local government may use unexpended net revenue collected before the effective date of this 2026 Act from a new tax described in subsection (1) of this section in accordance with subsection (6) of this section.

(b) Notwithstanding subsection (2) of this section, a unit of local government may use unexpended net revenue collected before the effective date of this 2026 Act that is attributable to the rate of the local transient lodging tax in effect on July 1, 2003, and to any increase in the rate made on or after July 2, 2003, in accordance with subsection (6) of this section.

(c) Notwithstanding subsection (3) of this section, a unit of local government may, in accordance with subsection (6) of this section, decrease the percentage of total local transient lodging tax revenues that are actually expended to fund tourism promotion or tourism-related facilities regardless of when the percentage went into effect.

SECTION 2. The amendments to ORS 320.350 by section 1 of this 2026 Act become operative on January 1, 2027.

SECTION 3. The amendments to ORS 320.350 by section 1 of this 2026 Act apply to net revenue collected by units of local government before, on or after the effective date of this 2026 Act.

SECTION 4. (1)(a) A unit of local government that imposes a local transient lodging tax under ORS 320.345 to 320.365 shall file a biennial report with the Legislative Revenue Officer no later than September 1 of each odd-numbered year, beginning in 2027.

(b) Upon request by one or more cities or counties, the League of Oregon Cities or the Association of Oregon Counties, respectively, may file the report on behalf of the cities or counties.

(2) The report must include the following information with respect to total transient lodging tax revenue:

(a) For the preceding two fiscal years:

(A) The tax rates imposed, setting forth separately those rates that were imposed or increased on or before July 1, 2003, and those rates that were imposed or increased on or after July 2, 2003;

(B) Total revenue collected;

(C) The amount and percentage of revenue used to fund tourism promotion, including revenue expended under agreements with destination management organizations;

(D) The amount and percentage of revenue used to fund tourism-related facilities;

(E) The amount and percentage of revenue used to fund resiliency grants for small businesses in the restaurant and lodging industry; and

(F) The amount and percentage of revenue used to fund city or county services;

(b) The amount of revenue held in capital reserves, with a description of its intended purpose;

(c) Any changes to allocation methods or use definitions, including those approved by the voters or unit of local government; and

(d) A summary of advisory board meetings or oversight actions, if applicable.

(3)(a) Any destination management organization or other entity receiving local transient lodging tax revenue under an agreement entered into with a unit of local government shall submit a biennial report to the unit of local government for inclusion in the biennial report required under subsection (1) of this section.

(b) A report required under paragraph (a) of this subsection shall include a description of:

(A) The uses of the local transient lodging tax revenue received under the terms of the agreement, including, but not limited to, marketing, staffing and grants;

(B) Performance metrics of tourism promotion, including campaigns executed and audiences reached; and

(C) Compliance with the terms of the agreement and key deliverables satisfied.

(4) The Legislative Revenue Officer shall submit an aggregate summary of reports received under subsection (1) of this section for each biennium, in the manner provided in ORS 192.245, to the interim committees of the Legislative Assembly related to revenue, economic development and local government.

SECTION 5. Section 4 of this 2026 Act is repealed on January 2, 2041.

SECTION 6. (1) The Legislative Revenue Officer shall conduct a study of the percentage requirements for allowable uses of local transient lodging tax revenue under ORS 320.350 (6), as amended by section 1 of this 2026 Act.

(2) The study shall discuss the following, separately and under such further detailed headings as the Legislative Revenue Officer considers useful:

(a) The amount and percentage of revenue used to fund tourism promotion, including revenue expended under agreements with destination management organizations;

(b) The amount and percentage of revenue used to fund tourism-related facilities;

(c) The amount and percentage of revenue used to fund resiliency grants for small businesses in the restaurant and lodging industry; and

(d) The amount and percentage of revenue used to fund city or county services.

(3)(a) In conducting the study, the Legislative Revenue Officer may consult with interested stakeholders.

(b) Units of local governments shall provide the Legislative Revenue Officer with the data and other information necessary to conduct the study, including tax collections and expenditures.

(c) The Legislative Revenue Officer may use any information received under section 4 of this 2026 Act for purposes of the study required under this section.

(4) Not later than September 15, 2034, the Legislative Revenue Officer shall submit, in the manner provided by ORS 192.245, to the interim committees of the Legislative Assembly related to revenue, a report of the findings of the study.

SECTION 7. Section 6 of this 2026 Act is repealed on January 2, 2036.

SECTION 8. This 2026 Act takes effect on the 91st day after the date on which the 2026 regular session of the Eighty-third Legislative Assembly adjourns sine die.

Passed by House February 25, 2026

....
Timothy G. Sekerak, Chief Clerk of House

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Julie Fahey, Speaker of House

Passed by Senate March 5, 2026

....
Rob Wagner, President of Senate

Received by Governor:

........................M.,..., 2026

Approved:

........................M.,..., 2026

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Tina Kotek, Governor

Filed in Office of Secretary of State:

........................M.,..., 2026

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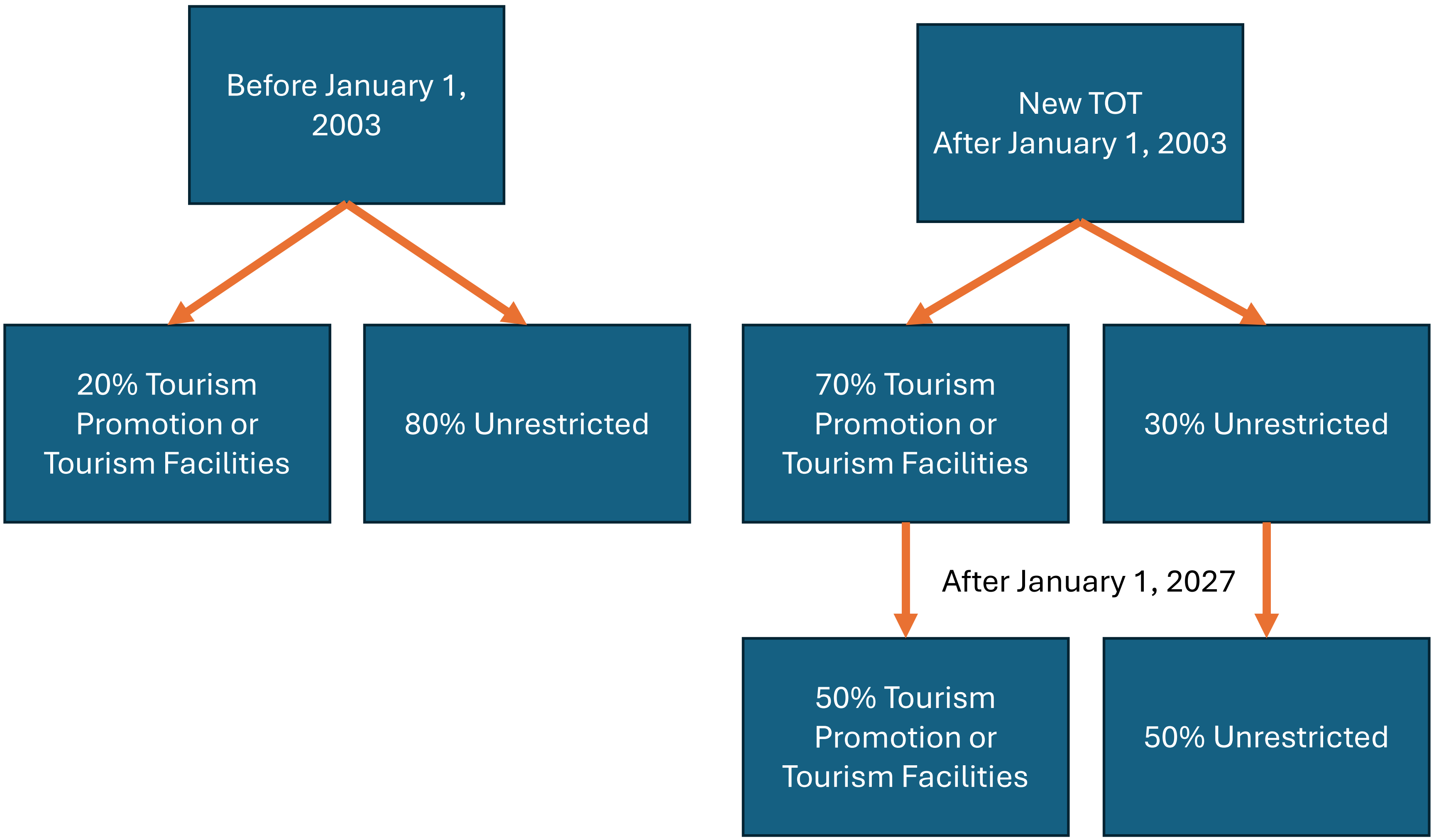
Tobias Read, Secretary of State


Before January 1, 2003
20% Tourism Promotion or Tourism Facilities
80% Unrestricted
New TOT
After January 1, 2003
70% Tourism Promotion or Tourism Facilities
30% Unrestricted
After January 1, 2027
50% Tourism Promotion or Tourism Facilities
50% Unrestricted

City Council Meeting Date: July 20, 2026

To:	Mayor Clark and City Council Members
Thru:	Adam J. Brown, City Manager
From:	Adam Brown, City Manager
Subject:	Six Month Report

Proposed Motion

Receive a presentation by Sports Facilities Companies (SFC).

I. Summary

The City of Keizer entered into an agreement with the Sports Facilities Companies in January 2026 to operate what is now referred to as the Keizer Little League Park. As part of that contract, a six-month evaluation was built into the contract to evaluate the performance of the company and the fields.

II. Background

A. The city introduced a Request for Proposals in the summer of 2025 to take over operations of the softball baseball park. A selection team recommended that the city negotiate a contract with The Sports Facilities Companies (SFC).

B. The contract was a management fee plus cost model, where the city would pay a monthly management fee plus the operational costs, and all the revenue, minus those expenses, would come back to the city.

C. The City fronted $145,000 in seed money to start the operation. It was expected that the seed money would be earned back. SFC began operations immediately, identifying needs for the facility that were unexpected. They made significant facility improvements expecting tournament revenue to offset the money put in up front to prepare the facility for operation.

D. Because of the lateness in taking over operations, they did not have a strong negotiating position to make demands with a tournament organizer.

III. Current Situation

A. The tournament operator pulled out and canceled seven consecutive weekends, which put SFC and the City in a difficult position.

B. SFC has proposed a way to move forward by taking advantage of the tournament rights that they have secured for next summer while keeping costs down. They have secured tournament holder rights for approximately 10 weekends.

C. SFC has made a significant concession in the agreement to eliminate their management fees for a year while continuing to schedule tournaments for the summer of 2027.

IV. Analysis

A. **Strategic Impact** - No strategic plan impact.

B. **Financial** - The City's contract with SFC requires approval for additional funding. Without tournament revenue, their financial projections would not be met. Because of timing, taking over in January after all tournaments are established and teams have made plans, they really only had one option for tournaments, which were the ones already scheduled when they took over operation by OG Sports.

Staff is putting together a cost to operate the facility with city employees. We are also exploring options with partners who may be able to operate the park on a short term agreement.

C. **Timing** - The Council needs to make a decision whether to budget additional funds to keep SFC operating the facility into the future or to move in a different direction.

D. **Policy/Legal** - The council has the authority to end the contract by either not granting additional funding or providing a six-month notice.

V. Alternatives

A. Accept the proposal to continue with SFC under an amendment to the agreement.

B. Provide notice that no additional funding will be budgeted. Direct staff to work with either a volunteer group or hire additional city staff to continue the operation of the park. Staff does not currently have expertise doing this and not enough staff to take over the operation. Additional staff would need to be hired.

VI. Recommendation

Staff recommends receiving SFC's 6 month report and debating whether the city wants to continue its relationship through an amendment to the agreement.

Attachments

1. Agreement_SFC_Keizer LIttle League Executed_1 7 2026

FACILITY MANAGEMENT AGREEMENT

between

CITY OF KEIZER

and

KLLP SFM, LLC

Dated: January 7th, 2026

FACILITY MANAGEMENT AGREEMENT

THIS FACILITY MANAGEMENT AGREEMENT (the "Agreement") is made and entered into this 7th day of January, 2026 (the "Effective Date"), by and between the City of Keizer, an Oregon municipal corporation, (the "Owner") and KLLP SFM, LLC, a Florida limited liability company (the "Manager").

RECITALS

WHEREAS, Owner owns the infrastructure, buildings, parking, lighting, sports playing surfaces, sports equipment, and all other hard assets associated with the athletic complex as the same exist now or may exist in the future including improvements related thereto specifically located at or near 5245 Ridge Drive NE in Keizer, Oregon, as the same exist now or may exist in the future, known as the "Keizer Little League Park" or any other name that may be identified in the future ("Facility");

WHEREAS, Manager has expertise in providing management services for athletic complex facilities throughout the United States;

WHEREAS, Owner and Manager desire for KLLP SFM, LLC to open, operate, and manage the Facility subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner and Manager agree as follows:

ARTICLE 1
DEFINITIONS

1.1. **Definitions.** For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: The "Agreement" shall mean this Management Agreement, together with all exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement), as amended, supplemented or restated from time to time.

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than Five Thousand Dollars ($5,000) and the depreciable life of the applicable item is, according to generally accepted accounting principles, in excess of five (5) years.

Commencement Date: shall have the meaning given to such term in Section 4.1 below.

Commercial Rights: Naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale and memorial gifts at or with respect to the Facilities.

Early Termination Fee: The term "Early Termination Fee" shall have the meaning ascribed to such term in Section 4.3(a) of this Agreement.

EBITDA: EBITDA shall mean the Facility's Earnings Before Interest Taxes Depreciation and Amortization.

Effective Date: "Effective Date" shall have the meaning ascribed to such term in the preamble of this Agreement.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facility threatening persons or property.

Event of Force Majeure: An act of God, fire, earthquake, hurricane, flood, riot, terrorist act, storm, washout, landslide, explosion, epidemic, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, any similar cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facilities existing as of the Effective Date.

Facility: The "Facility" shall have the meaning ascribed to such term in the Recitals to this Agreement.

FF&E: Furniture, fixtures and equipment to be procured for use at the Facilities.

General Manager: The employee of Manager acting as the full-time on-site general manager of the Facilities for a fixed portion of the year.

Keizer Area Teams: Teams from leagues whose physical home office is based in Keizer, Oregon. The current leagues that fit this definition are Keizer Little League and McNary Youth Baseball. Any additional league being added to this definition will require approval by Owner.

Laws: Means all applicable laws, statutes, rules, regulations and ordinances.

Management-Level Employees: The General Manager, Marketing Manager, Operations Manager, Membership Manager, Finance Manager, and Sports Programming Manager.

Manager: The term "Manager" shall have the meaning ascribed to such term in the Recitals to this Agreement.

Operating Account: A separate account in the name of the Manager at a licensed bank, to be designated by the Manager, where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: A line-item budget for the Facility that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facilities, including but not limited to the following:

(i) employee payroll, bonuses and benefits (including payments to any national benefit system, Owner-approved_relocation costs, and Owner-approved termination costs (including severance costs and payments in lieu of termination), and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) the Base Management Fee, (viii) printing and stationary costs, (ix) postage and freight costs, (x) equipment rental costs, (xi) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xii) security expenses, (xiii) telephone and communication charges, (xiv) essential travel expenses of Manager employees, (xv) cost of employee uniforms and identification, (xvi) exterminator and trash removal costs, if applicable (xvii) computer, software, hardware and training costs, (xviii) parking expenses, (xix) utility expenses, (xx) office expenses, (xxi) audit and accounting fees, (xxii) Owner approved legal fees, (xxiii) all Facility-specific bond and insurance costs, including but not limited to personal property, general liability, professional liability and worker's compensation insurance, (xxiv) commissions and all other fees payable to third parties *(e.g.* commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxv) cost of complying with any Laws, (xxvi)Owner approved costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of Owner that do not involve the negligence, malfeasance, or wrongdoing of Manager; (xxvii) loss, costs, damage, liability and any other obligations arising under or incurred under Service Contracts and other agreements relating to Facility operations that are not a result of any negligence, malfeasance, or wrongdoing by Manager, and (xxviii) and Facility-specific Taxes (except Manager will pay their own business taxes and income taxes and Manager employees pay their own personal taxes).. The term "Operating Expenses" does <u>not</u> include debt service on the Facility, Capital Expenditures or any Incentive Fees (all of which shall be the responsibility of the Owner).

Operating Year: Each twelve (12) month period during the Term, commencing on January 1 and ending on December 31, provided that the first Operating Year shall be a shortened year commencing on the Commencement Date and ending on December 31st of that year and the last Operating Year shall be a shortened year, ending upon the expiration of this Agreement.

Operations Manual: The document has been developed by Manager, which shall contain terms regarding the management and operation of the Facility including detailed policies and procedures to be implemented in operating the Facility, as agreed upon by both the Owner and the Manager.

Owner: The term "Owner" shall have the meaning ascribed to such term in the Recitals to this Agreement.

Payroll Account: A separate account in the name of Manager at a licensed bank through which all Facility staff and other personnel employed by Manager (including related payroll taxes), or engaged by Manager as an independent contractor, are paid.

Pre-Opening: Time period prior to the Grand Opening and beginning of events, programs and activities operations, and during which the facility is being constructed and the business development, operational preparations, and organizational development is taking place.

Recruitment Fee: The term "Recruitment Fee" shall have the meaning ascribed to such term in <u>Section 6.4</u> of this Agreement.

Regulatory Approvals: All applicable governmental or regulatory approvals, authorizations, consents, licenses or permits.

Revenue: All revenues generated by Manager's operation of the Facility, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party and paid to such third party.

Revenue Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facility and entered into in the ordinary course of operating the Facility.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facility, including without limitation agreements for consulting services, ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facility.

Taxes (and Fees): Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the Owner at the Facility, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facility, from any guests, or from any others using or occupying all or any part of the Facility.

Term: The term "Term" shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

ARTICLE 2
SCOPE OF SERVICES

2.1 **Engagement.**

(a) Owner hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facility, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described herein and in Exhibits A and B attached hereto.

(b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.

2.2 **Limitations on Manager's Duties**. Manager's obligations under this Agreement are contingent upon and subject to the Owner making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement and shall have no liability to the Owner or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by the Owner to timely provide such funds. Any payment shall be considered timely when any non-disputed invoice is paid within 30 days of being submitted to the City.

ARTICLE 3
COMPENSATION

3.1 **Management Fees**. In consideration of Manager's performance of its services hereunder, Owner shall pay Manager those payments as further set forth in Exhibit B attached hereto. Manager agrees that Owner will not incur a greater loss than agreed upon in the annual Operating Budget and will work to bring down expenses whenever Revenue is lower or weaker than forecasted in the budget.

ARTICLE 4
TERM; TERMINATION

4.1 **Term.** The term of this Agreement (the "Term") shall begin on the Effective Date and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall expire on the fifth (5th) anniversary of the Effective Date.

4.2 **Early Termination**. This Agreement may be terminated by Owner or Manager, with or without cause, at any time by providing the other party with written notice on or before the date such terminating party wishes to terminate this Agreement (the "Termination Date").

(a) For Owner's Convenience: Owner shall have the right to terminate this Agreement for any reason or no reason subject to subsection (b) and Section 4.3 below.

(b) For either Parties' Convenience: Manager or Owner shall have the right to terminate this Agreement for any reason or no reason upon six (6) months' written notice to the other.

(c) For Cause by Owner: Owner shall have the right to terminate this Agreement for Cause at any time. Upon termination by Owner for cause, Manager shall promptly vacate the Facility and no Early Termination Fee or other compensation, damages or lost profits related to early termination shall be due or payable to Manager. Cause for termination shall include, but not be limited to, a breach of fiduciary duty, dishonest or illegal conduct on the part of Management-Level employees, or failure to cure any breach of a material provision of the Agreement. Manager's failure to cure the breach of any material provision in this Agreement within twenty (20) days after receipt of written notice to cure from Owner detailing that breach; except that in the event that a cure is not objectively possible within twenty (20) days after that notice, Owner shall not be entitled to terminate for cause where Manager shall commence to cure the noticed breach as fully as possible within that twenty (20) day period and thereafter diligently and continuously pursue that cure to a successful completion within sixty (60) days after that notice.

(d) For Cause by Manager: Manager shall have the right to terminate this Agreement for Cause at any time. Upon termination for cause by Manager shall be contingent upon Manager promptly vacating the Facility and taking nothing of value from Owner without owner's written permission. Manager expressly waives any possessory lien rights or right of set-off it might have against any of Owner's property or assets. Cause for termination shall include, but not be limited to, Owner's (i) repeated failure to timely pay into the Operating Account budgeted Owner contributions; (ii) Owner's failure to cure the breach of any material provision in this Agreement within twenty (20) days after receipt of written notice to cure from Manager detailing that breach; except that in the event that a cure is not objectively possible within twenty (20) days after that notice, Manager shall not be entitled to terminate for cause where Owner shall commence to cure the noticed breach as fully as possible within that twenty (20) day period and thereafter diligently and continuously pursue that cure to a successful completion within sixty (60) days after that notice.

4.3 **Effect of Early Termination.**

(a) In the event that Owner terminates this Agreement for cause, Owner shall have the right to request that Manager vacate the property and cease all management activities related to the Facility. If either party exercises their six (6) month notice termination for convenience right or at the expiration of the Term of this Agreement, then Owner and Manager will work together to execute a smooth transition of the management of the Facility.

(b) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder, (ii) the Owner shall promptly pay Manager all fees due Manager up to the date of termination or expiration (subject to proration if the Term ends other than at the end of the Operating Year), (iii) Manager shall make available to the Owner all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facilities as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and (iv) without any further action on part of Manager or Owner, the Owner may but is not required to cause the successor Facility manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facility agreements entered into by Manager in furtherance of its duties hereunder. Manager shall facilitate any assignment for the above contracts in the event that the City opts to assume them. Notwithstanding the foregoing, Manager is under no duty to provide certain proprietary confidential materials or intellectual property to the Owner, including but not limited to national benchmarking formulas, key performance indicators reports, employee manuals, employee training materials, employee performance evaluations, financial forecasting formulas, Manager's internal databases or contact lists, Manager's operations manuals, and/or other intellectual property developed by and maintained by the Manager and which it may use in its regular course of business to provide services to clients similar to Owner. Manager is required by law to retain any public records for the relevant Oregon statutory period and make those available for that period upon any lawful request. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

(c) The parties understand that Owner is a local government in the State of Oregon whose operating budget is subject to annual budgetary decisions. Hence, the amount of monies in any given annual operating budget for this agreement are contingent upon the local government action and subject to change without violating this agreement.

ARTICLE 5
OWNERSHIP; USE OF THE FACILITY

5.1 **Ownership of Facility, Data, Equipment and Materials.** The Owner will at all times retain ownership of the Facilities, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Facility. Any data, equipment or materials furnished by Owner to Manager or acquired by Manager as an Operating Expense shall remain the property of Owner and shall be returned to Owner when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, Owner shall not have the right to use any third-party software licensed by Manager for general use by Manager at the Facility and other facilities managed by Manager, the licensing fee for which is proportionately allocated and charged to the Facility as an Operating Expense; such software may be retained by Manager upon expiration or termination hereof. Furthermore, Owner recognizes that the Operations Manual to be developed and used by Manager hereunder is proprietary to Manager and shall belong to Manager at the end of the Term; Owner shall not use or maintain copies thereof upon the end of the Term.

5.2 **Right of Use by Manager.** The Owner hereby gives Manager the right and license to use the Facility for the Term, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facility. The Owner shall provide Manager with a sufficient amount of suitable office space in the Facility from existing facilities at the location (exact office space to be mutually and reasonably agreed by the parties) and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, the Owner shall make available to Manager, at no cost, parking spaces adjacent to the Facility for all of Manager's full-time employees and for the Facility's event staff.

5.3 **Right of Use of Staff by Manager.** Manager shall have the right to utilize its employees if necessary and prudent to support manager's organization as a whole, including but not limited to temporary staffing coverage. Manager shall have the right to utilize the Facility to host events for its employees from time to time for the purpose of learning and development, at no cost to the operational budget other than that incurred by the staff who are regularly stationed at the Facility.

5.4 **Observance of Agreements.** The Owner may assume any Facility-specific Agreements executed by Manager during the Term of this Agreement but shall not be required to accept any assignment of any contract between Manager and a third party. Manager shall not be authorized to contract as an agent of the City of Keizer and is not authorized to bind City of Keizer into any contract. Manager and Owner will work together and Manager will seek Owner's prior agreement on any substantial revenue or service contracts.

ARTICLE 6
PERSONNEL

6.1 **<u>Generally</u>.** All Facility staff and other personnel shall be engaged or hired by Manager in its sole discretion, except that Owner shall preapprove the employment of Management-Level Employees (as defined in Section 1.1 herein), and shall be employees, agents or independent contractors of Manager, and not of the Owner. Manager shall select employees, in its sole discretion but subject to Owner's right to approve the Operating Budget. The Operating Budget shall define the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. Owner specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion.

6.2 **<u>General Manager and Management-Level Employees</u>.** Personnel engaged by Manager will include a full-time on-site General Manager and other Management-Level Employees. Hiring of the General Manager by Manager requires the prior approval of the Owner, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the Owner, temporarily fill such position with an interim General Manager for up to one hundred eighty (180) days without the necessity of obtaining the Owner's approval. In the event any Management-Level position is vacant and temporarily filled by one of Manager's employees that is temporarily assigned to the Facility, Owner shall pay to Manager the compensation approved by Owner in the annual budget for that position while Manager's employee fills it. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility.

6.3 **<u>Work Environment.</u>** Employees will be required to work to the standards outlined in the most current version of Manager's employee handbook and the law. Owner shall not require employees of Manager to vary from those employment standards either directly, or indirectly. Manager shall maintain a safe work environment, provide that work tools are safe, and that the work environment is consistent with policies and the law at all times. Manager shall report any unsafe conditions immediately to the Owner. If an unsafe condition or situation can be easily and immediately remedied by Manager, then Manager will act prudently, making the condition or situation safe. If this cannot be reasonably accomplished, the Manager shall notify Owner immediately and reasonable act to announce and/or ensure that the unsafe area is cordoned off until it is fixed or otherwise made safe.

6.4 **<u>Post-Termination Employment</u>.** In the event of termination, or in any case where Owner, and/or its affiliated agencies or entities, expresses an interest in hiring Manager's employee(s), Manager shall reserve the right to agree or deny such a request. In this event, the Manager's employee would not retain the Manager's intellectual material in any future employment.

ARTICLE 7
PROCEDURE FOR HANDLING INCOME

7.1 **Operating Account.** Except as otherwise agreed to by the parties in writing all Revenue derived from operation of the Facility shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitation contained in this Agreement, without needing to obtain the co-signature of an Owner employee or representative. Owner will have complete visibility to the Operating Account at all times. At the conclusion of each Operating Year, Manager and Owner will determine any excess amount of funds in the Operating Account, beyond what is needed for working capital and the anticipated needs of the Facility to cover expenses to be incurred in the next Operating Year (the "excess Funds"). Any Excess Funds shall be paid to the Owner. Such transfer of funds shall be made within sixty (60) days after the end of the Operating Year subject to the availability of funds. In the event of any termination of this Agreement, Manager shall transfer to Owner any remaining balance in the Operating Account after all budgeted Facility expenses incurred on or before the termination date have been paid from it.

ARTICLE 8
FUNDING

8.1 **Source of Funding.** Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Facility from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facility (as described in Article 7 above), or otherwise made available by the Owner. To ensure sufficient funds are available in the Operating Account, Owner will deposit in the Operating Account, on or before the Effective Date, the budgeted or otherwise agreed upon amount for the month beginning on the Effective Date. The Owner shall thereafter, on or before the first (1st) day of each succeeding month following the Effective Date, allow to remain in the Operating Account the budgeted or otherwise approved expenses for each such month. Manager will make reasonable efforts to communicate with Owner as soon as possible if the Manager's services are threatened by insufficient funds.

8.2 **Advancement of Funds.** Generally, Manager is not required to pay for or advance any of its own funds to pay for any Operating Expenses. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay Operating Expenses, Owner shall promptly reimburse Manager for the full amount of such advanced funds, plus interest at a rate to be mutually agreed upon. Owner agrees to pay Manager within thirty (30) days of receipt of an invoice. Owner will also fund an amount to be included in the budget, that will be accounted for as Owner's asset, to be used as operating funds and working capital. The "working capital" will be the baseline account balance for the Operating Account and Owner will contribute funds as needed to maintain that minimum of amount in the Operating Account.

ARTICLE 9
FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES

9.1 **Existing Contracts.** Owner will make reasonable efforts to provide to Manager, on or before the Effective Date, full and complete copies of all Existing Contracts. Manager shall administer and use reasonable commercial efforts to assure compliance with such Existing Contracts to the extent provided to

Manager.

9.2 **Execution of Contracts.** Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facility, on behalf of the Facility. Any such material agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties. If there are any subcontracts that the Owner needs to be a party to, then public contracting law shall be followed, and the City Manager will act as contracting agent.

9.3 **Transactions with Affiliates.** In connection with its obligations hereunder relating to the purchase or procurement of services for the Facility (including without limitation food and beverage services, ticketing services and Commercial Rights sales), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, if requested by Owner, provide reasonable evidence establishing the competitive nature of such prices and services, including if appropriate, competitive bids from other persons seeking to render such services at the Facility.

ARTICLE 10
AGREEMENT MONITORING AND GENERAL MANAGER

10.1 **Contract Administrator.** Each party shall appoint a contract administrator who shall monitor such party 's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facility, unless Manager notifies Owner of a substitute contract administrator in writing. Owner shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or Owner participation or approval shall mean the participation or approval of such party 's contract administrator.

ARTICLE 11
INSURANCE

11.1 **Types of Coverage; Certificates of Insurance.** Manager agrees to obtain insurance coverage in the following manner and amount. Manager shall within 10 days after the Effective Date furnish to the other party certificates of all of the insurance as well as certificates of renewal no later than ten (10) days prior to the expiration of each policy. Such insurance policies (as reflected by current certificates) held by Manager shall provide that the Owner be listed as additionally named insureds on the policies. Manager will provide reasonable notice to Owner upon receipt of any intention by Insurer to cancel, not renew or make any adverse change in coverage. All certificates, cancellation, nonrenewal or adverse change notices shall be mailed to the respective addresses listed in the definition of Additional Insured, or at such other address as an Additional Insured shall give Manager written notice. New Certificates of Insurance are to be provided to the Additional Insureds at least 15 days after coverage renewals. If requested by the Owner, Manager shall furnish complete copies of insurance policies, forms and endorsements.

11.2 **Owner's Policies.** Owner shall maintain its own insurances through City County Insurance Services at its current levels as they pertain to City of Keizer owned facilities. Owner will maintain liability and responsibility for any negligent acts or omissions of its own employees, agents, or officers involving the park and its facilities.

11.3 **Manager's Policies.** Manager shall be responsible for obtaining and administering insurance in connection with the Facility as follows:

(a) General Liability. Manager shall procure and maintain as a Facility Operating Expense a general liability policy (including contractual liability insurance, including an umbrella policy, and including hired, non-owned auto coverage, and abuse and molestation coverage) which insures Manager and which includes Owner as an additional insured, with a general liability policy (including contractual liability insurance) with a combined single limit of $1,000,000 per occurrence and a general annual aggregate limit of $4,000,000. All such insurance shall be on an occurrence basis.

(b) Professional Liability. Manager shall procure and maintain, as a Facility Operating Expense, a professional liability policy,

(c) Workers Compensation. Manager shall procure and maintain as a Facility Operating Expense worker's compensation insurance required under applicable Oregon state law.

ARTICLE 12
COVENANTS AND REPRESENTATIONS

12.1 **Owner's Covenants and Representations.** Owner makes the following covenants and representations to Manager, which covenants, and representations shall, unless otherwise stated herein, survive the execution and delivery of this Agreement:

(a) Owner's Status. Owner is a municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Oregon with full power and authority to enter into this Agreement and execute all documents required hereunder.

(b) Authorization. The making, execution, delivery, and performance of this Agreement by Owner has been duly authorized and approved by requisite action and this Agreement has been duly executed and delivered by Owner and constitutes a valid and binding obligation of Owner, enforceable in accordance with its terms and applicable laws.

(c) Effect of Agreement. To Owner's best knowledge, without duty of inquiry, neither the execution and delivery of this Agreement by Owner nor Owner's performance of any obligation hereunder: (i) will constitute a violation of any law, ruling, regulation, or order to which Owner is subject; or (ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document (A) to which Owner is a party or is otherwise bound, or (B) to which the Facility or any part thereof is subject.

(d) Ownership Rights. Owner shall obtain and retain the property interests in the Facility necessary to enable Manager to perform its duties pursuant to this Agreement peaceably and quietly. Nothing in this agreement creates a tenancy, rental, lease, or similar relationship that gives Manager any right to exclude Owner or, in large part, the public from the premises. This agreement acts in accordance with agreements discussed in OAR 150-307-0050(2)(b). Owner represents and warrants that Manager's performance of the services required by this Agreement shall not violate the property rights or interests of any other Person.

(e) Documentation. If necessary to carry out the intent of this Agreement, Owner agrees to execute and provide to Manager, on or after the Effective Date, any and all other instruments, documents, conveyances, assignments, and agreements which Manager may reasonably request in connection with the operation of the Facility.

12.2 **Manager's Covenants and Representations.** Manager makes the following covenants and representations to Owner, which covenants, and representations shall, unless otherwise stated herein, survive the execution and delivery of this Agreement:

(a) Corporate Status. Manager is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida and authorized to transact business throughout the United States with full corporate power to enter into this Agreement and execute all documents required hereunder. Manager agrees to register with the Oregon Corporation Division and maintain such during the life of this Agreement.

(b) Authorization. The making, execution, delivery, and performance of this Agreement by Manager has been duly authorized and approved by all requisite action of the board of directors of Manager, and this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms and applicable laws.

(c) Effect of Agreement. To Manager's best knowledge, without duty of inquiry, neither the execution and delivery of this Agreement by Manager nor Manager's performance of any obligation hereunder (i) will constitute a violation of any law, ruling, regulation, or order to which Manager is subject; or (ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document to which Manager is a party or is otherwise bound.

12.3 **Indemnification.**

(a) Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless the Owner and its officials, directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses") suffered by those parties, arising out of or in connection with any acts or omissions by Manager's employees, agents, contractors, successors, and assigns relative to this Agreement, plus any (i) grossly negligent act or omission, or willful misconduct, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement; or (ii) breach by Manager of any of its representations, covenants or agreements made herein.

(b) Owner will be primarily liable and responsible for any negligent acts or omissions of its own employees, agents, or officers involving the park and its facilities, will hold Manager harmless from any claims arising out of those acts and ommissions and will provide Manager with an insurance assigned defense if Manager is named as a party in any resulting litigation.

(c) Survival. The obligations of the parties contained in this Section shall survive the termination or expiration of this Agreement.

ARTICLE 13
MISCELLANEOUS

13.1 **Relationship.** Manager and Owner shall **not** be construed as joint venturers or general partners of each other, and neither shall have the power to bind or obligate the other party except as set forth in this Agreement. Manager understands and agrees that the relationship to Owner is that of independent contractor, and that it will not represent to anyone that its relationship to Owner is other than that of independent contractor. Nothing herein shall deprive or otherwise affect the right of either party to own, invest in, manage or operate property, or to conduct business activities, which are competitive with the business of the Facility. Manager covenants and agrees that even though it may have a management responsibility for other similar properties, which from "time to time" may be competitive with the Facility, Manager shall always represent the Facility fairly and deal with Owner on an equitable basis.

Manager has the right to display its brand and marks in the Facility and on the Facility's marketing materials in a manner that does not exceed 10% of the overall impression of the Facility's own brand. Manager has the right to use and store the database and contact information of the customers of the Facility. Manager will provide from time-to-time images and other marketing material that it owns and holds the license to for use by the Facility. Owner agrees not to use those images and that material in any manner outside of the operation of the Facility while Manager is engaged to operate it. Manager has the right to use images and marks from the Facility for its own marketing and promotions material in perpetuity, without restriction, except that Manager needs to abide by all laws relating to the use of images (i.e. copyright, personal privacy, etc.)

13.2 **Representations**. Owner represents and warrants: (i) that Owner has full power and authority to enter this Agreement; (ii) that to the best of Owner's knowledge, the property on which the Facility is located is zoned for the intended use; (iii) that all permits for the operation of the Facility have or will be secured and are or will be current; (iv) that the Facility and its operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders, or the like (including, but not limited to, those pertaining to hazardous or toxic substances); and (v) that no unsafe condition exists.

13.3 **Assignment**. This Agreement shall not be assigned by either party without the express written consent of the non-assigning party. Any such assignment made without proper consent shall be deemed void.

13.4 **Benefits and Obligations**. The covenants and agreements herein contained shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, executors, successors, and assigns.

13.5 **Fees for Legal Advice**. Subject to the prior written approval of the Owner, which approval shall not be unreasonably withheld, Owner shall pay reasonable expenses incurred by Manager in obtaining legal advice regarding compliance with any law affecting the Facility or any activities related to it. Any amount paid for legal advice shall not exceed the amount determined in the Operations Budget.

13.6 **Fees for Other Professional Services**. Subject to the prior written approval of the Owner, which approval shall not be unreasonably withheld, Owner shall pay reasonable expenses incurred by Manager in obtaining financial advice, tax and audit advice, code compliance and engineering advice, regarding compliance with any law affecting the Facility or any activities related to it. Any amount paid for other professional advice shall not exceed the amount determined in the Operations Budget.

13.7 **Building Compliance**. Except under Section 6.3, Manager does not assume and is given no responsibility for compliance of the Facility or any equipment therein with the requirements of any building codes or with any statute, ordinance, law, or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify Owner promptly, or forward to Owner promptly, any complaints, warnings, notices, or summonses received by Manager relating to such matters. For day to day operations, any unsafe situation will be handled per Section 6.3. Owner represents that to the best of Owner's knowledge, the Facility and all such equipment contained therein comply with all such requirements, and Owner authorized Manager to disclose the ownership of the Facility to any such officials and agrees to indemnify and hold Manager, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed by reason of any present or future violation or alleged violation of such laws, ordinances, statues, or regulations.

13.8 **Notices**. All notices provided for in this Agreement shall be in writing and served by registered or certified mail, return receipt requested, postage prepaid, at the following addresses until such time as written notice of a change of address is given to the other party:

If to Owner:

City of Keizer, Oregon
Attention: Adam Brown, City Manager
930 Chemawa Rd N
Keizer, OR 97303

If to Manager:

KLLP SFM, LLC
Attention: Jason Clement, Manager
17755 US Hwy 19 N. #300
Clearwater, FL 33764
Email: jclement@sportsfacilities.com

with a copy to:

Bruce Rector
General Counsel
KLLP SFM, LLC
17755 US Hwy 19 N. #300
Clearwater, FL 33764
Email: brector@sportsfacilities.com

13.9 **Interest on Unpaid Sums**. Any sums due Manager under any provision of this Agreement, and not paid by Owner within forty-five (45) days after such sums have become due, shall bear interest at the rate of one and one-half percent (1.5%) per month.

13.10 **Owner Responsible for Payments.** Upon termination of or withdrawal from this Agreement, Owner shall be given the opportunity but will not be required to assume any contracts or obligations of Manager and shall assume responsibility for payment of any outstanding bill and expense incurred by Manager on behalf of and for the benefit of the Facility and that had been authorized by Owner

13.11 **Headlines.** All headings and subheadings employed within this Agreement and in the accompanying schedules and exhibits are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

13.12 **Force Majeure.** Any delays in the performance of any obligation of Manager under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, , utility failures, , riots, extreme weather, and other similar causes not within the control of Manager and any time periods required for performance shall be extended accordingly. In the event of a catastrophic event/force majeure that makes services impossible for longer than two weeks, expenses and payments will cease, and Owner will have the right to terminate without penalty.

13.13 **Entire Agreement.** This Agreement, including any specified attachments, constitutes the entire agreement between Owner and Manager with respect to the management and operation of the Facility and supersedes and replaces any and all previous management agreements entered into or/and negotiated between Owner and Manager relating to the Facility covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Owner and Manager. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by Owner and Manager in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

13.14 **Rights Cumulative; No Waiver.** No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties may be exercised from "time to time" and as often as may be deemed expedient by those parties.

13.15 **Applicable Law**. The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Oregon. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Oregon in Marion County. or the United States District Court, Portland, Oregon. Each party consents to the sole and proper jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

13.16 **Acknowledgement.** The parties hereto acknowledge that they have been provided with a copy of this Agreement for review prior to signing it, that they have been given the opportunity to review it prior to signing it, that they have been given the opportunity to have this Agreement reviewed by their attorney prior to signing it, and that they understand the purposes and effect of this Agreement.

13.17 **Severability.** If any provision or provisions of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such provision or provisions had not been included.

13.18 **Intellectual Property.** Owner acknowledges that Manager has certain intellectual property, trade secrets and proprietary business techniques ("Intellectual Property") that it will on behalf of Owner to meet its obligations under this Agreement. Owner acknowledges that it obtains no ownership rights whatsoever in the Intellectual Property and, upon termination of this Agreement, Manager shall retain all rights to the Intellectual Property and remove such Intellectual Property from the Facility and its operations. For purposes of this Agreement, the term Intellectual Property shall include, without limitation, analytical tools and documented procedures for forecasting, performance tracking, operational and marketing systems that are unique to Manager's approach, staff training programs, program curriculum and agendas, rights to certain discounts or programs that Manager has negotiated for Manager-operated facilities, and other intellectual property which Manager has previously introduced to the Facility and of which Manager is an author.

[SIGNATURE PAGE TO FOLLOW]

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

Attest:

Joseph A. Lindsay

Print Name:

OWNER:
CITY OF KEIZER
an Oregon municipal corporation

BY: ______________________

Its City Manager

MANAGER:

Attest:

Kelly Baine

Print Name:

KLLP SFM, LLC,
a Florida limited liability company

BY: Jason Clement
Jason Clement
Its Manager

EXHIBIT A

MANAGEMENT SERVICES

During the Term, Manager will be responsible for all aspects of oversight for the staffing, marketing, maintenance, event management, sponsorship and advertising sales, and day-to-day operations of the Owner's Facility.

1. Staffing. Manager shall provide a full-time on-site General Manager and other employees as required to meet the operational needs of the Facility, within the budgeted percentage of labor.

2. Annual Business Plan. Manager will produce an Annual Business Plan two months prior to the beginning of any Operating Year in the Term; For the first year of the agreement, the Annual Business Plan will be done as soon as practicable after a January 12, 2026 strategic planning meeting with the full Council, and given the timing might differ from the usual calendar year; Manager shall update the Business Plan and submit the revised Business Plan to Owner for its review and approval. Owner shall give its comments and/or approval of the updated Business Plan within sixty (60) days after receiving the Business Plan from the Manager. In the event of disapproval of the Business Plan, the Manager shall use commercially reasonable efforts to operate the facility pursuant to the general terms of this Agreement and the prior Business Plan then in effect, until such time as the revisions to the Business Plan are agreed upon. The parties agree to have in person update meetings after 3 months and six months in the first year. In the event of disapproval of the Budgets, the Manager shall continue operating the facility pursuant to the Budgets then in effect, subject to increases in Operating Expenses required due to (i) increases in Gross Receipts; or (ii) other matters beyond the control of the Manager, until such time as Owner and the Manager agree upon the appropriate replacement Budgets. However, in the event Owner disapproves of a Business Plan, revised Business Plan/Budget hereunder, and Manager and Owner fail to reach an agreement on a new Business Plan, revised Business Plan or Budget within ninety (90) days of such disapproval, either party may terminate this agreement by providing the other party with written notice sixty (60) days prior to the date such party intends to terminate. Owner and the Manager agree to use good faith efforts to resolve any differences in opinion regarding the Business Plan and any portion thereof so that agreement on the Business Plan can be reached as soon as possible after the date Manager first submits the revised Business Plan for such year to the Owner.

3. Employment Matters. The Manager shall present the then current staffing, the incentive bonus plan for employees, and all salaries and payments to employees through the Payroll Account in the Annual Operations Budget. It is understood by all parties that reductions and additions to various positions may be made at Manager's discretion throughout the year due to business tempo, trends, opportunities, and budget requirements. If a change is recommended that will require expense above the budgeted labor percentage, the change will be submitted for Owner 's review and approval by Owner via reforecast and revised business plan or budget.

4. Independent Accounting Firm. From time to time, as Owner requests, Manager shall hire an independent certified public accounting firm to be paid for out of the Operating Budget of the Facility and to be selected by mutual agreement of Owner and Manager to audit the financial statements required under this Agreement.

5. Accounting Records and Reporting. During the Term, Manager shall maintain professional accounting records. Manager shall provide the financial statements in a format reasonably specified by Owner.

INTERNAL CONTROL. The Manager agrees to develop, install, and maintain reasonably appropriate accounting, operating, and administrative controls governing the financial aspects of the Facility, such controls to be consistent with professionally accepted accounting practices.

BANK ACCOUNTS. Manager shall establish, in its name, at a banking institution or institutions subject to the approval of Owner an operating account (the "Operating Account")

ACCOUNT FUNDING. Subject to the Manager's written notices to Owner as herein, Operating Expenses and capital improvements are made in accordance with the terms of this Agreement.

6. **Use and Conditions.** Subject to the terms and conditions set forth herein, Manager agrees to manage the Facility (hereinafter also the "Park") in its entirety for the Term of the Agreement as follows:

A. Manager shall ensure that the fields at the Park are available for play by local youth by March 1st of each year. Authorized representatives of Manager and Owner will meet at the end of each season, but no later than November 30 each year, to review the overall management of the Park to ensure that the focus of the organization is on youth programming, facility enhancement, and field restoration and maintenance. Manager shall also provide a list of management contacts to City which shall be updated with Owner within seven (7) days of any changes.

B. Manager will maintain all Park scheduling oversight year-round. Manager shall be responsible to schedule all youth leagues (Ages 18 & under), tournaments and sports activities, as well as all other groups, including adult leagues and tournaments. Manager understands that at a minimum, regular youth league play must be available Monday through Friday and scheduled in advance.

Manager shall supply Owner with a season by season schedule for the park. Manager must allow reasonable access to the fields by any and all users subject to the above paragraph. Manager will provide Owner a proposed field fee schedule no later than October 1st. Field fees shall be comparable to other public fields in the Salem-Keizer metro area. As used herein, "Keizer area teams" mean teams from leagues with their physical home office based in Keizer. The field fee shall be the Keizer area team fee, unless both teams are not Keizer-based league teams. Tournament field fees shall be the same for all organizers regardless of where they are based. Future field fees shall be approved by the City Council. Manager must allow reasonable access to the fields by any and all users subject to the provisions set forth herein.

C. 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. Manager agrees that when the park is not scheduled for use, the park will operate as a public facility, open to any and all users.

D. The 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. Park times and rules are subject to local ordinance and can be amended or changed at any time by the City Council.

E. In order to provide better lines of communication for day-to-day concerns during the season, prior to April 1 each year, Manager shall provide Owner a supervision plan for each activity to be held in the Park. Any updates or amendments to such list shall be promptly given in writing by Manager to Owner.

F. Manager may, but is not required to, facilitate volunteer opportunities for individuals and groups for Keizer Areas teams. All volunteers must be qualified for the particular volunteer project and may be required to undergo a criminal background check.

G. Manager shall make Owner's field equipment available to teams for use (bases, batting cage screens, etc. but not any individual player equipment) as needed and keep these items stored neatly when not in use.

H. Manager will appropriately handle any and all matters related to parking for scheduled events.

I. Manager will market and promote the Park in a manner that is respectful of the community.

J. Manager shall not form or sponsor any league or team that uses the Park.

K. 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 Owner. 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.

Manager will promptly notify the City of any problem that Manager is not able to resolve so that Owner can rapidly respond. However, notice to owner does not waive any obligation or duty of Manager.

In the event of a dispute, the decision of Owner concerning the use, operation or management of the Park shall be final and binding. Owner reserves the right to make final determination on all policies and procedures relative to the operation and management of the Park. 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.

L. Owner, 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 Manager. 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.

For matters that are on-going or are likely to recur, 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.

M. In accordance with Manager's proposal, Manager will conduct an annual customer satisfaction survey and share it with Owner as soon as practicable but before any finalization of the following year's Operations Budget. Owner may conduct its own survey of Keizer Area Teams. If Owner opts to conduct its own survey, Owner agrees to share it with Manager.

N. <u>Rain-Outs.</u> Manager shall supply a rain-out telephone line, website, or other electronic notification system 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. Manager or designee will decide the playability of the fields utilizing players' safety considerations as well as turf viability considerations. All teams, without exception, are expected to comply with this decision.

O. Concessions. 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. Owner 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 Owner deems necessary to ensure compliance with this Agreement and the law.

P. Security. It will be the responsibility of Manager to maintain adequate security on the premises and its patrons. Owner 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 Owner with the appropriate combinations to enter all areas of property which may be secured. Manager will limit the number of keys for access to park facilities. All keys will be registered and can only be checked out and duplicated by the City Manager or his/her designee. A complete list of all individuals having keys to the premises shall be provided to Owner.

Q. Naming. Manager may propose a contracted naming of the Park or any existing or future monuments, statues, permanent 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.

R. 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/drugs" and tobacco/vaping-free rules, and handle crowd control at the park.

Manager has authority to eject such persons as necessary, but shall be responsible for any claims whatsoever in connection with such ejections.

7. **Maintenance**. Except as noted below, Manager shall, throughout the term of this Agreement keep and maintain the entire premises, including all improvements thereto, in good, sanitary and neat order, condition and repair throughout the entire year. Manager shall immediately repair as a Facility operating expense all safety issues as identified by Owner or that are known or discoverable by Manager. Manager covenants and warrants that Manager will leave the premises in good, sanitary and neat order, to the reasonable satisfaction of Owner upon termination of this Agreement. Owner shall not be obligated to make any repairs or in any way maintain the premises at any time throughout the term of this Agreement unless Owner agrees to do so in writing.

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 in the order of importance as follows:

Parks/Facilities Mgr.	503-856-3569 - johnsonr@keizeror.gov
Public Works Dir.	503-856-3555 –TBD
City Manager	503-856-3414 – browna@keizeror.gov

For after hour notifications, notice shall be given as outlined above, as well as phone call to 503-393-1608. City may change the above parties by giving Manager ten (10) days written notice.

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.

General Maintenance Standards

- The Manager shall maintain the municipal baseball park in a **safe, clean, fully functional, and aesthetically maintained condition** at all times.
- All work shall comply with applicable **local, state, and federal regulations**, including safety standards, accessibility requirements, and environmental regulations.
- The Manager shall provide all labor, equipment, supplies, materials, and supervision necessary to perform the required services as a Facility Operating Expense.

Field of Play Maintenance

Turf Areas

- Turf shall be kept healthy, evenly mowed, and free of weeds, disease, bare spots, and debris.
- Turf shall be kept level and free of rodent or other holes.
- Mowing height shall be maintained within ranges specified by Owner (commonly 1.5–2.5 inches).
- Edging along baselines, warning tracks, and infield boundaries shall be completed as needed to maintain clean lines.

Infield Dirt

- Infield mix shall be dragged before each scheduled game or event and as required to maintain a level, consistent playing surface.
- Manager shall maintain proper grading to ensure effective drainage.
- Manager shall fill, level, and compact worn or eroded areas as needed.

Pitcher's Mound and Batter's Boxes

- Mound and batter's boxes shall be maintained to regulation dimensions.
- Holes, divots, and erosion shall be repaired as needed to maintain safe and playable surfaces.

Bases, Rubbers, and Anchors

- Bases and pitcher's rubber shall be clean, securely anchored, level, and in good condition.
- Damaged or unsafe equipment shall be replaced immediately upon discovery or notification.
- Bases and pitcher's rubber shall be placed at the age appropriate position prior to the start of the game. (60 feet base paths, 70 feet base paths).
- Lines shall be chalked prior to the start of the game.

Irrigation and Drainage

- Manager shall inspect irrigation systems weekly during the growing season and monthly off-season.
- All irrigation heads shall be adjusted for proper coverage and free of leaks or obstructions.
- Drainage systems shall be maintained to prevent ponding or standing water. After precipitation, fields shall be returned to playable condition in a reasonable timeframe.

Fencing, Backstops, and Protective Netting

- Manager shall inspect fencing, backstops, and protective netting monthly.
- All fencing shall be secure, free of rust, protruding wires, gaps, or loose hardware.
- Backstop and dugout netting shall remain intact and free of tears. Repairs shall be made within five (5) business days of identification or notification unless conditions require immediate correction for safety.

Dugouts and Player Areas

- Dugouts shall be kept clean, free of litter, graffiti, and hazards.
- Benches, bat racks, and related fixtures shall be maintained in safe, functional condition.
- Shade structures and roofs shall be intact and free from deterioration.
- Garbage cans shall be provided for each dugout.

Sports Lighting

- Lighting fixtures, poles, and wiring shall be inspected semiannually.
- Illumination levels shall meet Owner's specified standards for safe play.
- Bulbs or fixtures that fail shall be replaced within ten (10) business days unless safety concerns dictate faster action.

Spectator Areas

- Bleachers shall be structurally sound, clean, and free of graffiti or hazardous conditions.
- Manager shall verify that all guardrails, handrails, and ADA-required features remain compliant and intact.
- Walkways, sidewalks, and ADA routes shall be kept clear of debris, trip hazards, and overgrown vegetation.

Restrooms, Concessions, and Support Facilities

Restrooms

- Cleaned and restocked daily during the active season and after scheduled events.
- Plumbing fixtures shall be functional, leak-free, and sanitary.
- Lighting shall be maintained in working order.
- Provide additional portable toilets as needed.

Concession Facilities

- Manager shall ensure interior and exterior cleanliness and report any structural or mechanical issues to Owner. Manager will comply with all laws pertaining to concessions.

Storage Areas

- Maintained in clean and organized condition.
- Contractor shall ensure that storage areas are secure when not in use.

Landscaping and Grounds

- Manager shall remove litter and debris from the facility daily during active use periods and at least weekly otherwise.
- Landscaping around the perimeter, including trees and shrubs, shall be maintained to ensure visibility, safety, and aesthetic appeal.
- Trash and recycling receptacles shall be emptied at a frequency adequate to prevent overflow.

Safety and Compliance

- Manager shall immediately correct or barricade any unsafe condition posing risk to players, staff, or visitors.
- All maintenance activities shall conform to applicable ADA standards, OSHA requirements, and Owner safety policies.
- Manager shall maintain a log of inspections, corrective actions, and safety concerns, available to the Owner upon request.

Appearance and General Condition

- All structures, signage, scoreboards, gates, and amenities shall be kept clean, readable, and in good repair.
- Graffiti shall be removed within 48 hours of identification or notification.
- The entire facility shall maintain a neat, professional appearance reflective of community standards.

EXHIBIT B

MANAGER COMPENSATION

During the Term of this Agreement, Owner shall pay Manager compensation for its services rendered as follows:

1. Base Management Fee;
2. Deferred Management Incentive Fee;
3. Sponsorship and Advertising Compensation;
4. Employee Compensation; and
5. Reimbursed Expenses

1. **Base Management Fee.** During the Term, Owner shall pay to Manager a monthly fee for its management services (the "Base Management Fee") in equal monthly installments ofSixteen Thousand Five Hundred Dollars ($16,500), per month. Upon the first anniversary of the Effective Date, and each anniversary of the Effective Date thereafter, the Base Management Fee shall increase as follows:

- Year 2: Seventeen Thousand Dollars ($17,000) per month
- Year 3: Seventeen Thousand Five Hundred Dollars ($17,500) per month
- Year 4 : Eighteen Thousand Dollars ($18,000) per month
- Year 5: Eighteen Thousand Five Hundred Dollars ($18,500) per month

2. **Deferred Management Incentive Fee.** To encourage Manager to grow revenues, Owner agrees to pay to Manager an incentive fee (the "Deferred Management Incentive Fee") in addition to the Base Management Fee identified above. After Owner is fully reimbursed through Facility Revenues for any start-up funds actually advanced to the Operating Account to begin Facility operations, Owner will begin to pay the Deferred Management Incentive Fee in an amount equal to fifteen percent (15%) any of the Facility's positive EBITDA in a calendar month. Such calculations shall be made by Manager within 30 days of the ending of any calendar month and paid to Manager within thirty (30) days of such calculation being delivered to Owner.

3. **Sponsorship and Advertising Compensation.** Due to the role that Manager will play in organizing the programs, negotiating agreements and pricing, and providing confidence to sponsors and advertisers, Manager will receive twenty percent (20%) of the gross revenue for sponsorship and advertising, including facility naming rights for all sponsorship and advertising sold throughout the life of the Manager's service.

Manager will also be paid fifteen percent (15%) of the total cost savings for sponsored equipment, scoreboards, fencing, or other budgeted items that are donated to the project as a sponsorship effort by the vendor or supplier. This will apply only if the item has been budgeted for and where the Owner has approved such budgeted items and where negotiations with a vendor result in a direct cost savings in trade for a sponsorship or promotion of the vendor at the facility site.

Payments for Sponsorship and Advertising Compensation will be made to Manager within thirty (30) days of the time when a sponsor/advertiser makes payment.

4. **Employee Compensation.** During the Term, Owner shall pay to Manager in equal monthly installments, the Employment Costs for all employees at the Facility (collectively, the "**Employee**

Compensation"). Manager will compensate all of its employees on a bi-weekly basis and therefore each Employee Compensation payment will become due and payable on the first (1^{st}) day of each successive month. For purposes of this Agreement, the term "**Employment Costs**" shall mean the total salary and compensation for the Management Employees plus any fringe benefits including health insurance, etc., as well as any annual bonus to be paid.

5. **Reimbursed Expenses**. Manager shall be reimbursed with prior written approval by the Owner, for travel and other expenses necessary and directly related to the Management Services in compliance with the federal guidelines for travel and reimbursement. All travel reimbursement will be based on receipts to be furnished by Manager to the Owner. Travel expenses may include but are not limited to airfare, rental cars, parking fees, lodging and meals. All fees and reimbursements shall be paid to Manager within thirty (30) calendar days of invoicing. Manager will make a good-faith effort to keep these travel expenses to a minimum and within the federal guidelines.

City Council Meeting Date: July 20, 2026

To: City Council

From: Adam Brown, City Manager

Subject: Parks Long Term Discussion

Proposed Motion

No motion proposed

I. Summary

At their meeting on June 9, the Parks and Recreation Advisory Board members discussed the merits of reviewing each City park while the plan is open for review. A recommendation was made to Council based on that conversation. No action was taken when it came to the City Council on June 15, 2026.

II. Background

A. The Parks Master Plan was opened to review a specific addition at Keizer Rapids Park. That recommendation regarding that issue has been discussed and made by the Parks and Recreation Advisory Board. The City Council has not yet deliberated that recommendation at their meeting.

B. In the meantime, the Parks and Recreation Advisory Board readdressed the Parks Master Plan revision at their regular meeting on June 9, 2026 to discuss whether the other parks should be reviewed prior to the City Council adopting the amendments to Keizer Rapids Park.

III. Current Situation

A. The Parks and Recreation Advisory Board had a thorough discussion about whether the rest of the plan should be considered, since the plan has been opened for the revisions at Keizer Rapids Park. The discussion resulted in concurrence on a recommendation to the Keizer City Council to wait for approval of amendments to the Parks Master Plan until the rest of the plan could be reviewed in a structured process with the community.

B. At the agenda conference in preparation for this meeting, it was decided to put this issue back in front of the council, to see what they would like to do with the committee and how the Parks and Recreation Advisory Board should be involved in that process.

C. The Parks and Recreation Advisory Board is a board of nine (9), which is inconsistent with all of the other city boards and commissions except the budget committee, which is set by state statute. It is staff's understanding that the Parks & Recreation Board consisted of nine members because, at some point, many of the board members actually took care of parks. That is not the case anymore, so the Council may want to consider the makeup of the Parks & Recreation Board to align more closely with the other Boards and Commissions.

IV. Analysis

A. **Strategic Impact** - Amending the Parks Master Plan is a goal in the strategic plan.

B. **Financial** - It is anticipated that all the work will be done internally without a consultant but with staff and volunteers. The only cost will be the time and materials for staff, which can be absorbed in department budgets.

C. **Timing** - The plan is expected to take 10-12 months from the start, which is consistent with other master planning processes.

D. **Policy/Legal** - The Parks and Recreation Advisory Board has made a recommendation to the City Council as an Advisory Board and the council has the opportunity to debate that recommendation. One of the suggestions is that the Parks & Recreation Advisory Board run the Master Plan update. A few councilors have suggested to me that the Advisory Board should be reduced to seven members from the current size to match the other boards and commissions.

V. Alternatives

A. Amend the constitution of the Parks and Recreation Advisory Board to the size of other boards and commissions.

B. Approve the recommendation as presented and move forward with the Parks Master Plan proposal from the Parks and Recreation Advisory Board. Staff will communicate with Chair Matt Lawyer.

C. Direct the Parks and Recreation Advisory Board to be the body that runs the Master Plan update in lieu of establishing a new taskforce. Staff will communicate amendments with Chair Matt Lawyer.

D. Take No Action. Staff will prepare the recommendations already made by the Parks and Recreation Advisory Board and present them to the City Council for adoption.

VI. Recommendation

Staff recommends the City Council discuss their preference of the Parks and Recreation Advisory Board and how they wish the master planning process to proceed.

Attachments

None