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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, January 5, 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**
 - a. **Volunteer Coordinating Committee Recommendation for Keizer Public Art Commission (KPAC)**
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 December 10, 2025 Special Meeting Minutes**
 - b. **Approval of December 15, 2025 Regular Session Minutes**
 - c. **RESOLUTION - Authorizing the City Manager to Award and Enter Into a Contract with Turney Excavating Inc. for 2026 Waterline Replacement Project**
 - d. **Event Center Use Fee Waiver - Keizer Community Library Summer Reading Program Performances**
8. **PUBLIC HEARINGS**
 - a. **RESOLUTION - Authorization for a Supplemental Budget - General Fund - Police Department K9**

RESOLUTION - Authorization for a Supplemental Budget - General Fund - Police Department Workers Compensation

RESOLUTION - Authorization for a Supplemental Budget - Administrative Services Fund - Public Works Non-Departmental Retirement

9. ADMINISTRATIVE ACTION

- a. **RESOLUTION - Repeal of Resolution R93-616; Reopening of Fourth Place**
- b. **Management Contract for the Keizer Little League Sports Complex**
- c. **RESOLUTION - Authorizing City Manager to sign Addendum to Parks Management Agreement Between the City of Keizer and For the Love of the Game**
- d. **Recognizing National Observances and Commemorative/Heritage Months**
- e. **RESOLUTION - Authorization for Disposition of Police Service Dog "Max"**
- f. **2026-2030 Keizer Strategic Plan Review**
- g. **2026 Keizer Community Survey**

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, January 12, 2026 - 6:00 p.m.

**City Council Work Session
Urban Growth Boundary
Bailey Road Property**

Tuesday, January 20, 2026 - 6:00 p.m.

City Council Regular Session

Monday, January 26, 2026 - 6:00 p.m.

City Council Work Session

Monday, February 2, 2026 - 6:00 p.m.

City Council Regular Session

14. ADJOURNMENT

City of Keizer Mission Statement

Keep City Government Costs And Services To A Minimum By Providing City Services To The Community In A

Coordinated, Efficient, And Least Cost Fashion

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Volunteer Coordinating Committee Recommendation for Keizer Public Art Commission (KPAC)

Proposed Motion

I move the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint James Merrill to Position #5 on the Keizer Public Art Commission for the term expiring June 30, 2026.

I. Summary

The Volunteer Coordinating Committee met on December 11, 2025, to review and interview an applicant.

II. Background

- A. The Volunteer Coordinating Committee serves in an advisory capacity to the City Council and is responsible for making recommendations for appointments to various Boards and Commissions. The Committee is also responsible for the recognition of City volunteers.

III. Current Situation

- A. Two openings have been advertised for the Keizer Public Arts Commission, an application was collected, and the Volunteer Coordinating Committee has interviewed a candidate for two openings on the Keizer Public Art Commission. They have made the following appointment recommendation for the City Council's consideration: James Merrill to Position #5 on the Keizer Public Art Commission for the term expiring June 30, 2026.
- B. Position # 6 on the Keizer Public Art Commission for the term expiring June 30, 2028 was not filled, so that position was re-opened.

IV. Analysis

- A. **Strategic Impact** - N/A

B. **Financial** - N/A

C. **Timing** - The Keizer Public Art Commission currently has one opening for Position No. 6.

D. **Policy/Legal** - The City Council approves the recommendation for this appointment.

V. Alternatives

A. Approve the appointment.

B. Not approve appointment.

VI. Recommendation

Staff recommends the City Council accept the recommended appointment from the Volunteer Coordinating Committee.

Attachments

None

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”



MINUTES
KEIZER CITY COUNCIL
Wednesday, December 10, 2025

Zoom:

<https://us02web.zoom.us/j/87310362577?pwd=sVZWKGj2orZNLRx4wVypOdRXtBwR.1>

Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the special meeting to order at 3:30 p.m.

ROLL CALL

Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President
Daniel Kohler, Councilor
Marlene Parsons, Councilor
Lore Christopher, Councilor
Felicia Gupstill, Youth Councilor

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Joseph Lindsay, City Attorney
Melissa Bisset, City Recorder

Absent:

Soraida Cross, Council Vice
President
Kyle Juran, Councilor

MEMORANDUM OF UNDERSTANDING SIGNING CEREMONY WITH IYO CITY, JAPAN

a. Signing Ceremony for the Memorandum of Understanding

City Manager Adam Brown summarized the staff report.

Council President Starr moved to approve Resolution R2025- Authorizing the Mayor to Sign Memorandum of Understanding with City of Iyo, Ehime Prefecture, Japan to Establish a Sister City Relationship. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Kohler, Starr, Christopher, and Parsons (5)

NAYS: None (0)

ABSTENTIONS: None (0)

Keizer City Council Special Meeting

Minutes
Wednesday, December 10, 2025 – Page 1

ABSENT: Cross, Juran (2)

Mr. Ryuji Marumoto of the Regional Creative Division, City of Iyo, graciously introduced the attendees of the signing ceremony. The City of Iyo then provided an overview of the Memorandum of Understanding.

Following the explanation, the Mayors of both Cities affixed their signatures to the Memorandum of Understanding. Commemorative photographs were taken, after which representatives from both Cities offered remarks and engaged in a brief exchange regarding the Sister City Program.

Both Mayors expressed their sincere anticipation for future collaboration in the areas of cultural exchange, economic development, and educational partnerships, as outlined in the Sister City Program.

ADJOURNMENT

Mayor Clark adjourned the meeting at 4:15 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”



MINUTES
KEIZER CITY COUNCIL
Monday, December 15, 2025
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 via Zoom
Felicia Guptill, Youth Councilor

Absent:

Soraida Cross, Council Vice
President

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Shane Witham, Planning Director
Joseph Lindsay, City Attorney
Bill Lawyer, Public Works Director
Andrew Copeland, Police Chief
Garrett Klever, Human Resources
Director
Melissa Bisset, City Recorder

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

- a. **Discussion regarding deeming it important that Councilor Christopher appear electronically and be considered "in attendance" (Council Rules of Procedure Section 3.10 - Attendance Duty)**

Mayor Clark asked the Council to consider deeming it important that Councilor Christopher appear electronically and be considered "in attendance" pursuant to Council Rules of Procedure Section 3.10 - Attendance Duty.

Council President Starr moved to deem it important that Councilor Christopher appear electronically and be considered "in attendance" (Council Rules of Procedure Section 3.10 - Attendance Duty) Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Kohler, Starr, Juran, Christopher, and Parsons (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Cross (1)

COMMITTEE REPORTS

Liam Stitt, Youth Liaison, for the Parks and Recreation Advisory Board, summarized the recent meeting.

Robin Barney, Chair of the Community Diversity Engagement Committee (CDEC), summarized the recent meeting and highlighted a CDEC proposal for an "All Nations Day" or an "All Flags Day" event for a one-day multicultural festival to be held at the City Center and surrounding grounds later this summer. The proposed event would feature cultural vendors, performances, food trucks, and educational activities, utilizing the City Center gazebo and stage for entertainment, nearby park areas for vendors, and central grassy areas for demonstrations and cooling stations. The CDEC emphasized minimizing the use of taxpayer funds through sponsorships, in-kind donations, and limited fundraising, with marketing support from the Keizertimes.

Council members asked clarifying questions regarding planning structure, dates, logistics, and similarities to Salem's WorldBeat Festival, and expressed strong support for the concept, leadership, and intent to return a budget and detailed proposal in February. The City Council unanimously supported directing the CDEC to move forward with development of the event proposal and to report back as soon as possible.

PUBLIC COMMENTS

Tammy Kunz, Keizer, expressed concern related to an accident near Ken and Karen Schmidt's home. Mr. Schmidt explained the accident. Public Works Director Lawyer did not recommend placing boulders in the right of way near their home. Mr. Lawyer explained that he cannot place City resources on private property. Mr. Lawyer recommended that the Schmidt's place a jersey barrier. Mayor Clark directed Ken and Karen Schmidt to work with the Planning and Public Works Director.

Matt Naegeli, shared that the signs for the Miracle of Lights Event were different than the previous year and expressed concern about the four locations of the signs and explained that it was resulting in dangerous maneuvers by drivers. He expressed his concern for safety and a lack of action related to his concerns. Staff would work with the event organizers on moving the signs. Chief Copeland noted that next year's permit could include rules about sign location.

CONSENT CALENDAR

a. Approval of December 1, 2025 Regular Session Minutes

Council President Starr moved that the Keizer City Council approve the Consent Calendar. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Kohler, Juran, Christopher, and Parsons (6)
NAYS: None (0)
ABSTENTIONS: None (0)

ABSENT: Cross (1)

ADMINISTRATIVE ACTION

a. **ORDINANCE - Relating to Auto-Oriented Uses in Keizer Station Area B; Amending Keizer Code Appendix A, Section 2.1104.04 and Section 2.110.05**

Planning Director Shane Witham summarized the staff report.

Council President Starr moved to adopt an Ordinance No. 2025- Relating to Auto-Oriented Uses in Keizer Station Area B; Amending Keizer Code Appendix A, Section 2.110.04 and Section 2.110.05. Councilor Kohler seconded. Motion passed unanimously as follows upon first reading:

AYES: Clark, Kohler, Starr, Juran, Christopher, and Parsons (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Cross (1)

PUBLIC HEARINGS

a. **RESOLUTION - Authorizing City Manager to Sign Purchase and Sale Agreement with CPD Real Co LLC**

Mayor Clark opened the Public Hearing.

City Attorney Joseph Lindsay summarized the staff report. There was a question about the date of the property appraisal. Mr. Lindsay explained that it provided good evidence of value which was the requirement.

With no further testimony, Mayor Clark closed the Public Hearing.

Council President Starr moved to adopt Resolution R2025- Authorizing City Manager to Sign Purchase and Sale Agreement with CPD Real Co LLC. Councilor Kohler seconded. Motion passed unanimously as follows:

AYES: Clark, Kohler, Starr, Juran, Christopher, and Parsons (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Cross (1)

OTHER BUSINESS

City Manager Brown noted that the evening's Work Session would be rescheduled.

Mayor Clark asked the Council to consider deeming it important that Councilor Kohler appear electronically by Zoom at both of the regular meetings in January and be considered "in attendance" pursuant to Council Rules of Procedure Section 3.10 - Attendance Duty.

Council President Starr moved that the Council allow Councilor Kohler to appear electronically and be considered "in attendance" in our meetings in January (Council Rules of Procedure Section 3.10 - Attendance Duty) for Council Meetings including Work Sessions. Councilor Parsons seconded. Motion passed unanimously as follows:

AYES: Clark, Kohler, Starr, Juran, Christopher, and Parsons (6)

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

Council President Starr agreed to a friendly amendment to Councilor Kohler's request that his appearing by Zoom will also include Work Sessions. Councilor Parsons seconded. Motion passed unanimously as follows:

AYES: Clark, Kohler, Starr, Juran, Christopher, and Parsons (6)
NAYS: None (0)
ABSTENTIONS: (0)
ABSENT: Cross (1)

STAFF UPDATES

Human Resources Director Klever provided an update on the Public Works Director recruitment.

Assistant City Manager Wood encouraged everyone to continue to conserve water to possibly save costs on the sewer services portion of their bill.

Chief Copeland reported that there was a Holiday Lights Parade with a very large turnout. Officer Martin Powell was specifically recognized for coordinating the parade route and traffic control. Assistance was provided by the Salem Police Department, which supplied motorcycle officers and cadets, and by Marion County. Chief Copeland expressed appreciation for their support and noted mutual assistance with the Salem Lights Parade. There would be an upcoming Coffee with a Cop. Chief Copeland shared that Shop with a Cop was held the past weekend and there were 135 law enforcement officers and 900 children included in the event.

Councilor Christopher expressed her gratitude to Council President Starr for her efforts on the Holiday Lights Parade.

Public Works Director Lawyer shared that it was an honor to ride on the Public Works float as Grand Marshal with his granddaughter.

Planning Director Witham reported that two of his children had graduated from college the past week.

City Attorney Joseph Lindsay asked about two upcoming art programs in relation to the location of the street art and City staff being decision makers on the location. It was noted that there would be a Resolution for the Council to consider if the programs were moved forward. Mr. Lindsay also asked for Council consensus about revisiting insurance amount requirements for vendors at the Event Center. Council expressed interest in learning more and revisiting the matter.

COUNCIL MEMBER REPORTS

Mayor Clark and the Councilors each reviewed the events and meetings that they had attended as well as upcoming events. Upcoming Holiday Giving and Volunteer opportunities were shared.

AGENDA INPUT

There was no discussion on Agenda Input.

ADJOURNMENT

Mayor Clark adjourned the meeting at 7:24 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Bill Lawyer, Public Works Director
Subject: 2026 Waterline Replacement Project

Proposed Motion

I move the City Council adopt Resolution R2026-_____ Authorizing the City Manager to Award and Enter Into a Contract with Turney Excavating Inc. for 2026 Waterline Replacement Project.

I. Summary

The project includes the replacement of approximately 1,400 feet of steel water main with ductile iron, new fire hydrants, valves, service updates and all other component parts necessary to completely replace the steel water main.

II. Background

- A. The Public Works Department solicited bids for the replacement of the steel water main on Dearborn Ave. N between Delight Street N. and Shoreline Dr. N.
- B. A total of 16 bids were received and opened on Thursday, December 18th, 2025 at 2:00pm. The bids ranged from a high of \$1,250,917.70 to a low of \$425,616.40. The lowest responsive bid was submitted by Turney Excavating Inc.
- C. The engineers' estimate for the project is \$500,000.00.

III. Current Situation

- A. The existing steel pipeline is due for replacement.
- B. Staff selected this street for replacement because the street needs to be resurfaced and is on the list for paving this summer.

IV. Analysis

- A. **Strategic Impact** - Replacement of steel water mains citywide is identified in the adopted 2012 Water Master Plan Update, Capital Improvement Program.

- B. **Financial** - Funds for this project are identified in the City Council adopted Fiscal Year 2025-2026 Water Facility Fund budget.
- C. **Timing** - Approval of this request will allow the water main to be replaced prior to the resurfacing of the street.
- D. **Policy/Legal** - City Council approval is required to award this contract.

V. Alternatives

- A. Adopt Resolution R2026-_____ authorizing the City Manager to enter into a contract with Turney Excavating Inc. for the 2026 Waterline Replacement Project.
- B. Take no action — Not approving this project will not allow the water main to be replaced prior to the street being resurfaced.

VI. Recommendation

Staff recommends the City Council adopt Resolution R2026- _____ authorizing the City Manager to enter into a contract with Turney Excavating Inc. for the 2026 Waterline Replacement Project.

Attachments

- 1. RES_CC_Authorizing City Manager to Enter Into Contract for 2026 Waterline Replacement Project_1 5 2026

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2026-_____

4
5 AUTHORIZING THE CITY MANAGER TO AWARD AND ENTER
6 INTO A CONTRACT WITH TURNEY EXCAVATING INC. FOR
7 2026 WATERLINE REPLACEMENT PROJECT
8

9 WHEREAS, replacement of water mains citywide is identified in the adopted
10 Water Master Plan Update Capital Improvement Program;

11 WHEREAS, the City solicited bids for the replacement of water mains on a portion
12 of Dearborn Avenue North between Delight Street North and Shoreline Drive North in
13 the City;

14 WHEREAS, sixteen bids for this project were received and opened. Turney
15 Excavating Inc. submitted the low responsive bid for a total amount of \$425,616.40. The
16 City Engineer has reviewed and certified the bids;

17 WHEREAS, a notice on intent to award the bids was sent to the bidders on
18 December 29, 2025;

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that the City Manager
21 is hereby authorized to award the contract to, and if no objections are received, enter into
22 a contract with Turney Excavating Inc. for a total of \$425,616.40 to replace water mains
23 within the City. Funding for this project is from the Water Facility Fund.
24
25

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

3 PASSED this _____ day of _____, 2026.

4

5 SIGNED this _____ day of _____, 2026.

6

7

8

9

Mayor

10

11

12

City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Event Center Use Fee Waiver - Keizer Community Library Summer Reading Program Performances

Proposed Motion

I move the City Council approve a waiver of the Event Center use fee of \$1,453.15 for the Keizer Community Library's Summer Reading Program Performances on:

- April 30, 2026
- June 24, 2026
- July 8, 2026
- July 22, 2026
- August 5, 2026
- August 19, 2026.

I. Summary

The Keizer Community Library has requested a use fee waiver for the Event Center for their Summer Reading Program Performances for six dates. The Summer Reading Program Performances, which includes story time and professional performers, is free and open to the public.

The Keizer Community Library would like to use a medium-sized room for 2.5 to 3.0 hours on six different dates totaling \$1,453.15 in use fees (use fees include the normal 25% discount for Keizer based 501(c) non-profit organizations). In addition, the Keizer Community Library would be responsible for a \$750 refundable deposit.

Staff will be required to set up the room prior to the event, be available during the event, and clean/restore the room after the event. The approximate staff time for the 6 events is 24 hours, totaling \$1,200.

II. Background

A. The City has received a completed Event Center Use Agreement on November 3,

2025.

- B. The City Council has waived the use fee for the Keizer Community Library events in the past.
- C. The events are free to attend and open to the public.

III. **Current Situation**

- A. As of this date, no other requests for room reservations have been received that would conflict with the requested dates and times.

IV. **Analysis**

- A. **Strategic Impact** - Not Applicable
- B. **Financial** - The financial impact of this request is a reduction in the use fee income of \$1,453.15 for the Event Center.
- C. **Timing** - The first event is scheduled to occur on April 30, 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 \$1,453.15.
- B. Take no action and the City will charge the applicable use fees for access to the Event Center.

VI. **Recommendation**

Staff recommends the City Council approve the requested waiver for the Event Center use fees of \$1,453.15.

Attachments

1. Ltr_CC_Keizer Community Library Use Fee Waiver Request_01 05 226
2. RES_CC_R2024-3435_2023-01-02 - Adopting Use Policies and Rates for the Keizer Event Center_11 17 2025

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."



Keizer Community Library

imagination and discovery

TO: Keizer City Council

FROM: BJ Toewe, Keizer Community Library Board Member

RE: Request free use of Iris Room B

DATE: December 9, 2025

Keizer Community Library seeks Council approval to use Iris Room B without charge for seven events for children during the next year.

City Council support of Keizer Community Library has been incredibly helpful during the past several years. As more Keizer residents have become aware of the library and its user-friendly services, the number of active library cardholders has grown from 300 in September 2021 to over 1,500.

Current library programs, especially those presenting professional performers, are attracting larger audiences. An annual grant from Maps Foundation has enabled the Library to offer several summer performances for children every other Wednesday, alternating with a craft or science activity on the Cultural Center's patio. Our request is that the City again partner with the library by holding free summer performances for children in Iris Room B on the following summer Wednesdays in 2025: June 24, July 8, July 22, August 5 and August 19. We would need to use the room for the set-up, program and break down from 10:00 am until 12:30 pm.

In addition, we would request use of a meeting room on Thursday, April 30, as our bilingual outreach coordinator would like to hold a "Día del Niño" for families and would need to schedule a room from 4:30 – 7:30 pm.

All of these times are currently available for use and have been tentatively held, pending your decision.

Your collaboration remains critical. There is no suitable accommodation available at the Keizer Cultural Center for these children's performances that the Library is offering. A partnership between the City of Keizer and Keizer Community Library will benefit Keizer families and support the importance of reading and literacy for children of all ages.

Thank you for considering our request.



Keizer Community Library

imagination and discovery

Hi Lily and Daisy,

These are the dates that the Library would like to request free use of Iris B. Would you please check on them to see if they are available before I send you my formal request?

June 24, July 8, July 22, August 5 and August 19. We would need to use the room for the set-up, program and break down from 10:00 am until 12:30 pm.

Thursday, April 30 "Dia del Niño" from 4:30 – 7:30 pm.

- Thursday, April 30 "Dia del Niño" from 4:30 – 7:30 pm.
- Wednesday, June 24 from 10am to 12:30pm - Magic Show
- Wednesday, July 8 from 10am to 12:30pm - JuggleMania
- Wednesday, July 22 from 10am to 12:30pm - The Reptile Man
- Wednesday, August 5 from 10am to 12:30pm - Music with 3 hand Stephen
- Wednesday, August 19 from 10am to 12:30pm - Henrik Bothe Library Circus

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024-3435

4
5 ADOPTING USE POLICIES AND RATES FOR THE
6 KEIZER EVENT CENTER; **REPEALING**
7 **RESOLUTION R2023-3423**
8

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

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

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

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

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

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

20 NOW, THEREFORE,

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

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

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

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

13 b. No insurance is required for non-alcoholic events when client is
14 using one or two small rooms.
15

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

18 1. Base Use Rates. The following base use rates shall be charged for the
19 Keizer Event Center:
20

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

- 1 f. Government and quasi-government entities, e.g., City of Salem,
2 Marion County, State of Oregon, Salem-Keizer School District,
3 Keizer Fire District, Salem-Keizer Transit District, Keizer Chamber
4 of Commerce, League of Oregon Cities, Mid-Willamette Valley
5 Council of Governments, are entitled to a twenty percent (20%)
6 discount on the base use rates outlined in 1(b) and 1(c) herein.
7 (Small rooms are not discounted.)
8 g. City-hosted activities directly benefiting City operations are entitled
9 to a fifty percent (50%) discount on the base use rates outlined in
10 1(b) subject to the following:
11 i. Registration fees charged to participants shall total no more
12 than the actual out-of-pocket costs of the event.
13 ii. This discount is only available for one or two medium rooms.
14 The large ballroom and small room rates are not discounted.
15 iii. For Friday, Saturday or Sunday dates, the event may not be
16 reserved more than six (6) months prior to the event.
17 iv. No alcohol is allowed for City hosted events. Insurance is not
18 required.
19 h. The above discounts are not transferrable.
20

21 2. Exempt Uses. The following uses are exempt from payment of use rates
22 and insurance requirements, except caterer insurance if applicable. No
23 alcohol is allowed for these events:
24

- 25 a. City Meetings. City Council/Urban Renewal Agency meetings,
26 City/Urban Renewal Agency committee, task force, or staff
27 meetings, trainings, recruitments or exercises.
28 b. Neighborhood Associations. Recognized neighborhood
29 associations may hold their regular meetings, up to twelve (12)
30 meetings per year in one or two small rooms.
31 c. Keizer-based Youth Sports. Keizer-based youth sports
32 organizations may hold up to three (3) events per year using one
33 medium room or one or two small rooms.
34 d. Town Hall/Community Forums. City, Urban Renewal Agency,
35 Salem Area Mass Transit District, Marion County, and other
36 governmental agencies may hold town hall/community forums for
37 the purpose of gathering public input.
38 e. Keizer Library. The Keizer library may hold up to two (2) book sale
39 events per year using up to one medium room for up to three days.
40 f. City Employee/City Volunteer Training. Training and meetings for
41 City employees or City volunteers are exempt. Other governmental
42 employees or volunteers may also attend. No fee may be charged to

- 1 participants other than the actual meal cost, if a meal is served.
- 2 g. City-Hosted Educational Outreach Events. No registration fee may
- 3 be charged to the participants.
- 4 h. Outside Committees/Groups. With City Manager approval,
- 5 organizations connected with the City or benefitting City residents
- 6 such as Keizer United, Claggett Creek Watershed Council, and
- 7 Community Emergency Response Team may hold one meeting per
- 8 month in one or two small rooms. No registration fee may be
- 9 charged to the participants.

10

11 3. Other Agreements Exempt. Organizations with specific agreements for

12 Event Center Room use are not subject to the above rates. The City

13 Manager is authorized to negotiate and reduce the use rates for

14 organizations who request repeating scheduled use for a term not exceeding

15 two (2) years.

16

17 4. Council Approved Uses. The City Council may reduce or waive rates,

18 deposits or other costs for certain uses if, in the Council's sole discretion,

19 the use is a significant benefit to the Keizer community considering such

20 factors as the City's fixed and non-fixed costs, staff resources, wear and

21 tear on the facility, and other factors deemed appropriate by Council.

22

23 5 Additional Facility Charges. The City Manager is authorized to adopt and

24 impose surcharges for rental rates for additional facilities, including, but not

25 limited to stages, audio/visual equipment, computer equipment, kitchen

26 usage and additional labor expenses. The City Manager is authorized to

27 impose deposits, fees or additional charges as City Manager may deem

28 appropriate in their discretion.

29

30 6 Use Rates Subject to Facility Agreement. The use rates set forth herein are

31 subject to the provisions of the Facility Use Agreement as authorized by the

32 City Manager. The City Manager is authorized to amend the use rates if in

33 the City Manager's discretion such amended rates provide increased

34 transient occupancy taxes, other identifiable economic benefits to the

35 citizens of the City as a whole, or other identifiable fiscal benefits to the

36 City of Keizer administratively.

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

5 BE IT FURTHER RESOLVED that this Resolution shall take effect on January 1,
6 2024.

7 PASSED this 2nd day of January, 2024.

8
9 SIGNED this 2nd day of January, 2024.

10
11
12
13
14
15

Anthony Clark
Mayor

Dawn Wilson
Deputy City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Supplemental Budgets

Proposed Motion

I move the City Council adopt Resolution R2026-____ Authorization for Supplemental Budget - General Fund - Police Department K9.

I move the City Council adopt Resolution R2026-____ Authorization for Supplemental Budget - General Fund - Police Department Workers Compensation.

I move the City Council adopt Resolution R2026-____ Authorization for Supplemental Budget - Administrative Services Fund - Public Works Non-Departmental Retirement.

I. Summary

The supplemental budget is to:

- Recognize and appropriate \$22,000 of additional working capital in the General Fund - Police Department to provide resources for the purchase and training of a new K9.
- Transfer \$150,000 from contingency to the General Fund - Police Department to provide for workers compensation claims incurred.
- Transfer \$85,000 from contingency to Administrative Services Fund - Public Works Non-Department to provide for retirement costs.

II. Background

The supplemental budgets relate to:

- The Police Department has determined that it is necessary to retire and replace one of the two existing K9's. The Police Department has approximately \$70,000 in K9 program donations available for the acquisition and training. This budget adjustment is to recognize and appropriate \$22,000 of additional working capital in the General Fund - Police Department to provide resources for the purchase and training of a new K9.

- The City's workers compensation insurance policy requires that the City pay a low base premium amount and then pay claims as they are received up to a maximum premium amount. This budget adjustment is to transfer \$150,000 from contingency to the General Fund - Police Department to provide for workers compensation claims incurred.
- In anticipation of the Public Works Director's retirement this budget adjustment is to transfer \$85,000 from contingency to Administrative Services Fund - Public Works Non-Department to provide for retirement costs.

III. **Current Situation**

- A. The supplemental budget was noticed in the December 26, 2025 edition of Keizertimes.

IV. **Analysis**

- A. **Strategic Impact** - Not applicable
- B. **Financial** - The supplemental budget will amend the 2025-26 City of Keizer Adopted Budget by:
- Recognize and appropriate \$22,000 of additional working capital in the General Fund - Police Department to provide resources for the purchase and training of a new K9.
 - Transfer \$150,000 from contingency to the General Fund - Police Department to provide for workers compensation claims incurred.
 - Transfer \$85,000 from contingency to Administrative Services Fund - Public Works Non-Department to provide for retirement costs.
- C. **Timing** - The supplemental budget, if adopted, will impact the Fiscal Year 2025-26 - City of Keizer Adopted Budget.
- D. **Policy/Legal** - Oregon Budget Law (ORS 294) provides that a supplemental budget may be adopted when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning.

V. **Alternatives**

- A. Adopt the attached resolutions authorizing the supplemental budget.
- B. Take no action and City Staff will need to identify alternate appropriations available.

VI. **Recommendation**

Staff recommends the council open the public hearing, take any testimony, close the hearing and adopt the attached resolutions.

Attachments

1. RES_CC_Authorization for Supplemental Budget - General Fund - K9_01 05 2026
2. RES_CC_Authorization for Supplemental Budget - General Fund - Workers
Compensation_01 05 2026
3. RES_CC_Authorization for Supplemental Budget - Administrative Services - Public
Works NonDepartmental - Retirement_01 05 2026

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2026-_____

AUTHORIZATION FOR SUPPLEMENTAL BUDGET - General Fund - Police Department - K9

WHEREAS ORS 294 provides that a supplemental budget may be adopted when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2026:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
General Fund				
Working Capital Carryforward	5,440,700	22,000	-	5,462,700
Police Department - Materials and Services	1,369,200	22,000	-	1,391,200
This supplemental budget request is to recognize and appropriate additional working capital carryforward of \$22,000 to provide resources for the acquisition and training of a police K9.				

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2026-_____

**AUTHORIZATION FOR SUPPLEMENTAL BUDGET - General Fund - Police Department -
Workers Compensation**

WHEREAS ORS 294 provides that a supplemental budget may be adopted when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2026:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
General Fund				
Contingency	200,000	-	150,000	50,000
Police Department - Personnel Services	9,917,500	150,000	-	10,067,500
This supplemental budget request is to transfer \$150,000 from contingency to the General Fund - Police Department to provide appropriations for workers compensation claims received.				

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2026-_____

AUTHORIZATION FOR SUPPLEMENTAL BUDGET - Administrative Services - Public Works NonDepartmental - Retirement

WHEREAS ORS 294 provides that a supplemental budget may be adopted when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2026:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
Administrative Services				
Contingency	700,000	-	85,000	615,000
Public Works NonDepartmental - Personnel Services	722,900	85,000	-	807,900
This supplemental budget request is to transfer \$85,000 from contingency to the Administrative Services - Public Works NonDepartmental personnel services to provide for retirement costs.				

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Shane Witham, Planning Director
Subject: Removal of Barricade on 4th Place North

Proposed Motion

I move the City Council adopt Resolution R2026-____ Repeal of Resolution R93-616; Reopening of Fourth Place.

I. Summary

The Keizer Fire District has requested the City remove a "temporary" barricade that was placed on 4th Place North. This recent request has been made due to safety concerns for accessibility and for consistency with fire code provisions. The issue was brought to light during the review of a land use partition request for property located at 307 Kestrel St. N. Ultimately, staff supports the Fire District's request, but since this barricade was placed by Council Resolution, removal of the barricade requires City Council authorization. The installation of the "temporary" barricade was authorized by Council Resolution R93-616 on February 16, 1993. In performing research on the history of this issue, staff found that there was significant discussion surrounding this issue both in the early 1990's and again in 2005 when there was consideration to make the "temporary" closure permanent. Staff is recommending that Council authorize the removal of barricade as requested by the Keizer Fire District, for public safety and consistency with the Fire Code.

II. Background

- A. Council Resolution R93-616 was passed on February 16, 1993 authorizing the temporary closure of 4th Place North. This request was made due to excessive vehicular traffic in the neighborhood due to McNary High School traffic. At that time, the Fire District was initially opposed to the installation of a barricade, but also provided information that if a closure of 4th Place were to happen, that it would need to be done with a gate so the Fire District would still be able to utilize the area for access to the neighborhood. It is unclear as to why there was no gate installed, but the barricade does not currently allow for any access on 4th Place.
- B. The matter was brought back before the City Council in 2005 for consideration to permanently close 4th Place. This issue was raised as a result of the Legal Department performing some cleanup on outstanding issues, where it was found

that there had been no formal/finalized action taken after the initial 1993 Resolution. The following is a brief summary of meetings and actions taken:

1. City Council - August 1, 2005: Council directed staff to hold a public hearing on the matter.
2. City Council - September 19, 2005: Public hearing held. Keizer Fire District provided testimony in opposition to closing 4th Place, citing safety concerns. Testimony was received supporting the permanent closure from several neighbors along with a "petition" that was circulated in the surrounding neighborhood containing 32 signatures. City Council referred the issue to the "Traffic Safety Commission" for a recommendation.
3. Traffic Safety Commission - October 27, 2005: voted to recommend that 4th Place be closed permanently and that an additional landscaping barrier be provided, along with installation of new fire hydrants to address concerns raised by the Fire District.
4. City Council - December 5, 2005: Council discussed the issue and ultimately chose to table the issue, due to uncertainty with future development possibilities on the Saint Edwards Church property.

III. Current Situation

- A. A request has been made by the Keizer Fire District to re-open 4th Place North. (attached)
- B. Staff supports the request by the Keizer Fire District. The excessive traffic situation which necessitated the original closure no longer exists. McNary High School doesn't access Sandy Drive. Improvements have been made to McNary which include a new access point to Claggett Street. Simply put, the issues and concerns expressed by the neighborhood on Sandy Drive and Kestrel Street in the early 90's which resulted in the installation of the barricade are no longer relevant due to the operations and function of McNary High School and therefore 4th Place should be re-opened.
- C. A letter was mailed to all properties on Sandy Drive and the Kestrel St neighborhood notifying them this issue would be considered at the January 5th meeting.(attached) Staff has not received any calls or questions regarding this matter at this time.

IV. Analysis

- A. **Strategic Impact** - na
- B. **Financial** - na
- C. **Timing** - This is before council for consideration at the request of the Keizer Fire District. A letter was sent to the surrounding neighborhood notifying them this issue would be discussed at this council meeting.
- D. **Policy/Legal** - 4th Street was "temporarily" closed by Resolution R93-616 and therefore requires council action to be re-opened.

V. Alternatives

- A. Adopt the attached Resolution.
- B. Take no action - 4th Place remains closed "temporarily".
- C. Direct staff to prepare a resolution permanently closing 4th Place.

VI. Recommendation

Staff recommends that Council adopt the attached Resolution and direct staff to remove the barricade and re-open 4th Place North.

Attachments

- 1. R93-616_1993-02-16
- 2. 4th and Kestrel barricade map
- 3. Fire DistrictRequest
- 4. LTR_neighborsSandy and Fourth ajb edits_12 8 2025
- 5. RES_CC_Repeal of R93-616 - Temporary Bloking of Fourth Place_1 5 2026

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R93- 616

3 IN THE MATTER OF THE TEMPORARY
4 BLOCKING OF FOURTH PLACE

5 WHEREAS, some of the local residential streets near McNary
6 High School are often subject to excessive vehicular traffic;

7 WHEREAS, Fourth Place is one local residential street that
8 has particularly excessive vehicular traffic;

9 WHEREAS, the City Council finds that the excessive vehicular
10 traffic is detrimental to the neighborhood in the area of Fourth
11 Place;

12 WHEREAS, the three entrances to McNary High School currently
13 provide ample access to the school and will not be directly
14 affected by the blocking of Fourth Place; NOW, THEREFORE,

15 BE IT RESOLVED by the City Council of the City of Keizer that
16 Fourth Place shall be temporarily blocked at Sandy Drive by a
17 moveable gate to be installed as approved by the Public Works
18 Director;

19 BE IT FURTHER RESOLVED that the City Council shall review the
20 matter no later than June 21, 1993, to determine whether further
21 or different action is appropriate.

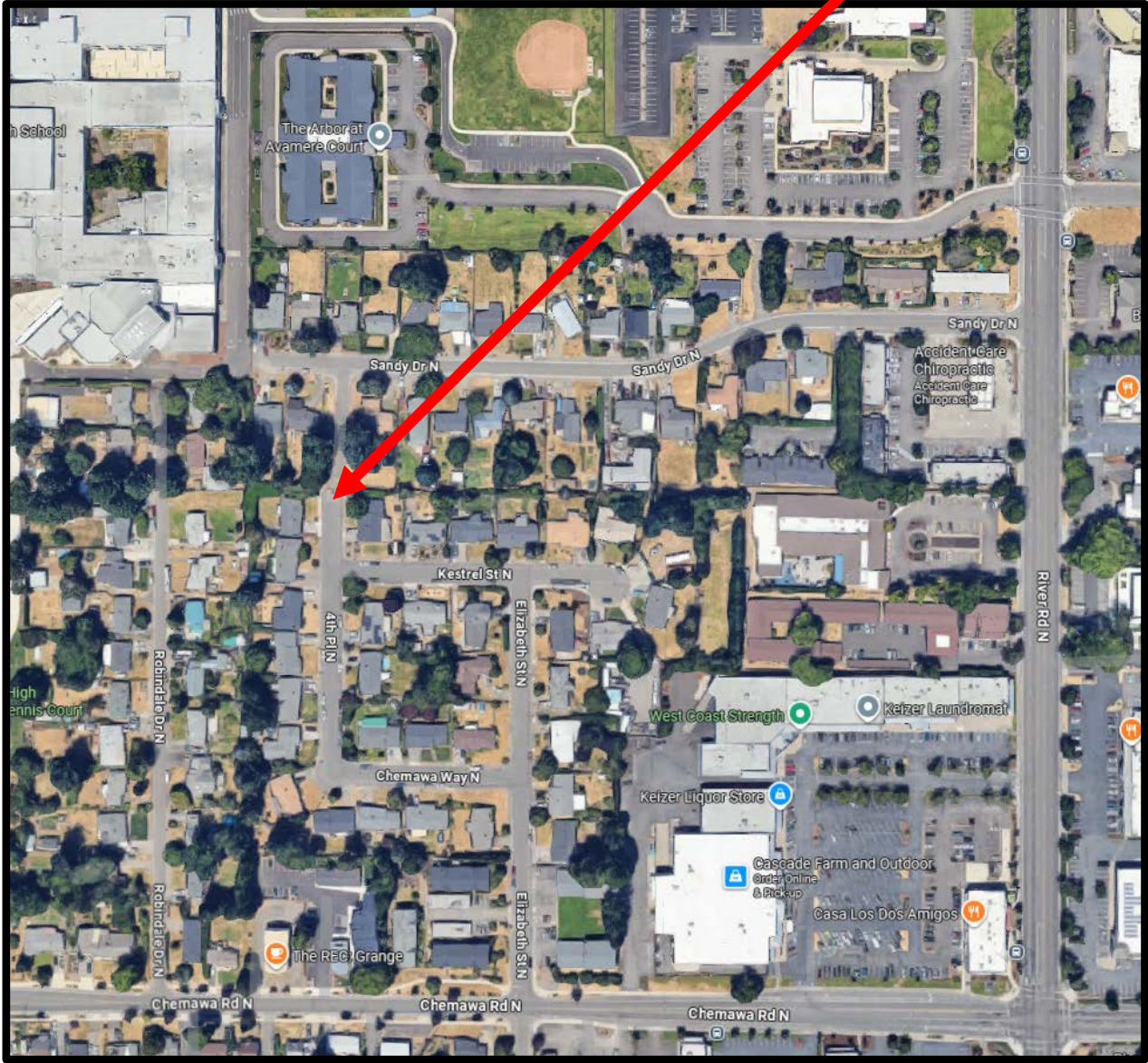
22 PASSED this 16th day of February, 1993.

23 SIGNED this 18th day of February, 1993.

24 Dennis Felt
25 Mayor

26 Gracy K. Davis
27 City Recorder

28 824.094





661 Chemawa Rd NE Keizer, OR 97303

Tel: (503) 390-9111 Fax: (503)390-8299

KEIZER FIRE DISTRICT

Adam Brown
City Manager
City of Keizer
930 Chemawa Road NE
Keizer, OR 97303

Dear Mr. Brown,

The Keizer Fire District requests that the City reopen the portion of 4th Place North, previously closed by the City in 1992. While the closure was intended to be temporary, it has long raised concerns about emergency access and response times, and with planned neighborhood development, restoring this secondary route is critical for public safety. Circumstances in the neighborhood and local traffic patterns have changed, making restoration of this route critical for public safety.

Adequate access ensures faster emergency response, safer evacuation, and reduces risk for current and future residents. Reopening 4th Place North aligns with fire and life safety best practices, Oregon Fire Code, and supports responsible, safe community growth.

We value our ongoing partnership with the City and remain committed to collaborating on solutions that strengthen public safety and resilient community development. We welcome the opportunity to discuss this further and provide any information needed.

Thank you for your attention to this critical issue.

Sincerely,

Ryan Russell
Fire Chief



City of Keizer

Phone: (503) 856-3440 • Fax: (503) 390-8288
930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, OR 97307-1000

December 10, 2025

Dear Neighbor,

The City Council will consider a request from the Keizer Fire District to remove the existing barricade on 4th Place North at its meeting on January 5, 2026, beginning at 6:00 p.m. in the Council Chambers at Keizer City Hall (930 Chemawa Rd NE). We are providing this notice to keep you informed, share background on the issue, and ensure you are aware of the opportunity to follow or participate in the discussion. A staff report with additional detail will be included in the City Council agenda packet, available on the City's website www.keizerOR.gov by December 31, 2025.

Background / History

In 1993, the Keizer City Council passed Resolution R93-616 temporarily closing 4th Place to vehicular traffic in response to neighborhood concerns related to McNary High School traffic and undesirable activity in the area. The topic returned to the Council in 2005, at which time the Council opted to maintain the temporary closure rather than make it permanent, citing uncertainty around future development in the vicinity, including Saint Edwards Church and access changes at McNary High School. Neighborhood engagement and interest were significant during those discussions.

Current Issue

The City Manager recently received a request from Chief Ryan Russell of the Keizer Fire District to reopen 4th Place due to fire and life safety considerations, including compliance with the Oregon Fire Code. City staff supports this request as a best practice for public safety. The original conditions that led to the temporary closure have since changed, including redesigns to McNary High School and the absence of school access from Sandy Drive. Given the history, the sensitivity of this issue, and the potential impact on nearby residents, we felt it was important to provide you with this notice in advance of Council's consideration.

If you have any questions or would like additional information, please feel free to contact me. We value your engagement and appreciate your attention to this matter.

Shane Witham
Planning Director

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2026-_____
4

5
6 REPEAL OF RESOLUTION R93-616; REOPENING OF
7 FOURTH PLACE
8
9

10 WHEREAS, Council temporarily blocked Fourth Place at Sandy Drive by
11 Resolution R93-616 on February 16, 1993;

12 WHEREAS, Council has revisited this temporary blocking of Fourth Place over
13 the years and made the determination to keep the temporary blocking in place;

14 WHEREAS, new development has or is about to occur that is affected by this
15 temporary blocking and Keizer Fire District believes that it would be appropriate to
16 reopen Fourth Place to allow for adequate emergency vehicle access to the new
17 development as well as providing additional ingress and egress for the neighborhood;

18 WHEREAS, a notice has been sent to the neighborhood regarding consideration
19 of reopening of Fourth Place;

20 WHEREAS, Council has considered the matter and determined that it is
21 appropriate to remove the temporary blocking on Fourth Place;

22 NOW, THEREFORE,

23 BE IT RESOLVED by the City Council of the City of Keizer that Fourth Place be
24 reopened to the public.
25

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that Resolution R93-616 (In the Matter of the Temporary Blocking of Fourth Place) is hereby repealed in its entirety.

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Keizer Little League Park Facility Management Agreement

Proposed Motion

I move that the Keizer City Council adopt Resolution R2026-____ Authorizing City Manager to Sign Facility Management Agreement with KLLP SFM, LLC.

or

I move that the Keizer City Council table the matter to January 20, 2026, for a decision.

or

I move that the Keizer City Council direct staff to work on an agreement with the Sports Facilities Companies that would begin during the 2027 calendar year.

I. Summary

The City has had a contract with For the Love of the Game to manage the Keizer Little League Park since 2021. The City of Keizer was interested in options for the park moving forward and with the consent of the current operator, the City requested proposals from interested parties. Both parties have agreed to end that relationship if another party is found to manage the facility. Staff has negotiated an agreement that limits the financial risk of the City of Keizer.

II. Background

- A. The City of Keizer entered into a 10-year contract with For the Love of the Game, Inc. (FTLOTG) on November 16, 2021. FTLOTG has operated the facility in accordance with the agreement.
- B. The City of Keizer was interested in providing a greater level of service for the park and sought permission from FTLOTG to solicit proposals. FTLOTG granted permission to the City to seek other service providers.
- C. The City issued a request for proposals. A committee of staff and stakeholders reviewed the proposals and interviewed two organizations before making a

recommendation to the City Council. On October 6, 2025, the City Council approved a notice of intent to award a contract with The Sports Facilities Companies (SFC) which authorized staff to begin negotiations on an agreement.

III. **Current Situation**

- A. Staff has worked with the preferred vendor over the last two months to come up with a contract which we believe maximizes the potential of the facility and provides assurances that the City is limited in exposure to any additional financial burden.
- B. The agreement is structured under a cost plus model. The City pays a management fee plus actual costs and SFC renders all revenue back to the City.
- C. There are several protections for the City built into the agreement.
 - 1. The language in 3.1 guarantees that the city will not lose money and that the revenues brought in by the facility will cover all expenses.
 - 2. Section 4.3 gives either party six months notice to terminate the agreement early. If things are not going well, the City or the manager can notify each other and, while still providing services through the remaining 6 months, terminate without penalty.
 - 3. Lastly, the agreement is contingent upon the facility being budgeted. If the management of the park is not budgeted, then the agreement is terminated.
- D. The agreement establishes the standard of care for the facility to ensure that it is kept in a safe and attractive condition.
- E. Our local baseball and softball clubs have been provided with several opportunities to comment on the agreement and have been instrumental in bringing to pass the agreement that is now before you.

IV. **Analysis**

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - The agreement with The Sports Facilities Companies is expected to provide additional transient lodging tax at our local hotels and additional commerce at our local businesses through greater utilization rates.

The financial impact is that we will need to have working capital to begin the operation of the facility. The net yearly impact is \$0, but an amount sufficient to keep the operations liquid (i.e. enough to cover expenses and revenues) throughout the year is needed up front. The current financial projection expects a \$17,736 profit during the first year.

Working with the City SFC anticipates that \$145,000 will provide enough funds to remain liquid. That could come by moving \$125,000 of the transient lodging tax currently targeted for the artificial turf fields phase III to the Little League Complex, plus adding the \$20,000 already budgeted to the park this year for a capital improvement plan. The \$125,000 will need to be replaced with transient lodging tax from the next fiscal year so that the artificial turf project can be completed. The

Keizer Little League Field Complex will have a direct impact on the transient lodging tax collected from the new hotel coming into operation in the next fiscal year, which provides a good rationale for using those funds.

If the agreement is adopted, the City will need to adopt a supplemental budget to transfer the existing appropriations for the start-up capital to recognize and appropriate the ongoing operating revenues and expenses. An expected five-year operating budget is attached.

- C. **Timing** - We are getting late into the year to make this change. The Council should consider acting by January 20, 2026 to realistically make the change this year. Otherwise, the Council could direct staff to wait until calendar year 2027 to have an agreement in place.
- D. **Policy/Legal** - Only the City Council can award this agreement. It must be done in accordance with the termination of the agreement with For the Love of the Game. For the Love of the Game is willing and prepared to continue to run the facility should the Council decide to target the change for the next calendar year.

The City Attorney has been involved in the negotiations and has reviewed and approved the agreement.

V. Alternatives

- A. Adopt the attached Resolution.
- B. Table a decision until the January 20, 2026, meeting.
- C. Request staff to work with The Sports Facilities Companies to prepare an agreement for the following year.

VI. Recommendation

Staff recommends the Council adopt the attached Resolution approving the contract between the City of Keizer and KLLP SFM, LLC for the operation and maintenance of the Keizer Little League sports complex.

Attachments

- 1. RES_CC_Authorizing City Manager to Enter Into Facility Management Agreement with KLLP SFM_1 5 2026
- 2. AGMT_KLLP SFM LLC_Keizer FACILITY MANAGEMENT AGREEMENT_1 5 26
- 3. ProForma_Keizer OR_Sports Facilities Companies KLL_12 31 2025

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2026-____

4
5
6 AUTHORIZING CITY MANAGER TO SIGN FACILITY
7 MANAGEMENT AGREEMENT WITH KLLP SFM. LLC
8

9
10 WHEREAS, the City and For the Love of the Game entered into a Park
11 Management Agreement in 2021;

12 WHEREAS, the City and For the Love of the Game agreed to terminate the Park
13 Management Agreement if another vendor was found to operate the facility;

14 WHEREAS, a Request for Proposal was issued on August 6, 2025;

15 WHEREAS, the proposals were independently evaluated by the evaluators
16 identified in the Request for Proposals;

17 WHEREAS, presentations were given to the evaluators and the evaluators
18 recommend that the agreement be awarded to The Sports Facilities Companies;

19 WHEREAS, the proposers were notified that the evaluation resulted in the award
20 of the Agreement to The Sports Facilities Companies;

21 WHEREAS, the parties have been negotiating the terms of an agreement and
22 during the negotiations, The Sports Facilities Companies has set up an entity named
23 KLLP SFM, LLC and desire to enter into an Agreement under that entity name;

24 WHEREAS, the Council has considered the agreement and desires to enter into
25 an agreement with KLLP SFM, LLC as set forth herein;

1 NOW, THEREFORE,

2 BE IT RESOLVED by the City Council of the City of Keizer that the City
3 Manager is authorized to sign the Facility Management Agreement with KLLP SFM,
4 LLC, a copy of which is attached as Exhibit “A” and by this reference incorporated
5 herein if the addendum to the Parks Management Agreement with For the Love of the
6 Game, Inc. is approved by Council.

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

9 PASSED this _____ day of _____, 2026.

10 SIGNED this _____ day of _____, 2026.

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Mayor

City Recorder

FACILITY MANAGEMENT AGREEMENT

between

CITY OF KEIZER

and

KLLP SFM, LLC

Dated: _____, 2026

FACILITY MANAGEMENT AGREEMENT

THIS FACILITY MANAGEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2025 (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 not 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 Section 6.4 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 **Generally.** 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 **General Manager and Management-Level Employees.** 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 **Work Environment.** 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 **Post-Termination Employment.** 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 omissions 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, statutes, 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:

OWNER:
CITY OF KEIZER
an Oregon municipal corporation

Print Name:

BY: _____

Its _____

Attest:

MANAGER:
KLLP SFM, LLC,
a Florida limited liability company

Print Name:

BY: _____
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 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. 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. Rain-Outs. 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 of Sixteen 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 (1st) 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.

Total Revenue and Expenses

Revenue	Year 1	Year 2	Year 3	Year 4	Year 5
Outdoor Rental Baseball/Softball Tournaments	\$87,600	\$88,800	\$99,000	\$100,320	\$106,722
Outdoor Baseball/Softball	\$7,150	\$8,662	\$11,068	\$12,253	\$13,601
Outdoor Field Rental	\$114,524	\$120,250	\$138,889	\$145,833	\$153,125
Gate Fees	\$95,445	\$96,390	\$97,335	\$98,280	\$99,225
Food & Beverage	\$429,003	\$435,990	\$484,003	\$491,690	\$497,700
Hotel Rebates	\$15,776	\$15,871	\$15,965	\$16,060	\$16,155
Retail	\$19,198	\$19,748	\$20,316	\$20,905	\$21,073
Sponsorship/Advertisement Revenue	\$56,250	\$56,250	\$60,000	\$71,250	\$75,000
Total Revenue	\$824,946	\$841,961	\$926,577	\$956,591	\$982,601
Cost of Goods Sold	Year 1	Year 2	Year 3	Year 4	Year 5
Outdoor Rental Baseball/Softball Tournaments	\$8,760	\$8,880	\$9,900	\$10,032	\$10,672
Outdoor Baseball/Softball	\$2,431	\$2,945	\$3,763	\$4,166	\$4,624
Outdoor Field Rental	\$5,726	\$6,013	\$6,944	\$7,292	\$7,656
Gate Fees	\$13,041	\$13,230	\$13,419	\$13,608	\$13,797
Food & Beverage	\$235,952	\$239,795	\$266,202	\$270,430	\$273,735
Hotel Rebates	\$0	\$0	\$0	\$0	\$0
Retail	\$13,438	\$13,823	\$14,221	\$14,633	\$14,751
Sponsorship/Advertisement Expense	\$16,875	\$16,875	\$18,000	\$21,375	\$22,500
Total Cost of Goods Sold	\$296,223	\$301,561	\$332,450	\$341,535	\$347,736
Gross Margin	\$528,723	\$540,401	\$594,127	\$615,056	\$634,865
<i>% of Revenue</i>	64%	64%	64%	64%	65%
Facility Expenses	\$31,991	\$29,391	\$29,824	\$30,263	\$30,705
Operating Expense	\$331,596	\$325,692	\$335,410	\$343,284	\$351,283
Management Payroll	\$115,000	\$119,600	\$124,384	\$129,359	\$134,534
Payroll Taxes/Benefits/Bonus	\$32,399	\$33,536	\$35,386	\$36,731	\$38,078
Total Operating Expenses	\$510,986	\$508,219	\$525,005	\$539,638	\$554,600
EBITDA	\$17,736	\$32,182	\$69,122	\$75,418	\$80,265
<i>% of Revenue</i>	2.2%	3.8%	7.5%	7.9%	8.2%



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Termination of Keizer Little League Management Services with For the Love of the Game

Proposed Motion

If a new management agreement is awarded:

I move that the City Council adopt Resolution R2026-____ Authorizing City Manager to Sign Addendum to Parks Management Agreement Between the City of Keizer and for the Love of the Game.

I. Summary

The City has had a contract with For the Love of the Game to manage the Keizer Little League Park. Both parties have agreed to end that relationship if another party is found to manage the facility.

II. Background

- A. The City of Keizer entered into a 10-year contract with For the Love of the Game, Inc. (FTLOTG) on November 16, 2021. FTLOTG has operated the facility in accordance with the agreement.
- B. The City of Keizer was interested in providing a greater level of service for the park and sought permission from FTLOTG to solicit proposals. FTLOTG granted permission to the city to seek other service providers.

III. Current Situation

- A. The City solicited proposals to manage the Keizer Little League baseball and softball park. Three proposals were received and evaluated on paper and in person.
- B. An agreement with the Sports Facilities Companies has been negotiated by staff.
- C. FTLOTG has worked with the City amicably and in good faith on the attached agreement to end their relationship with the City to manage the complex if the City

finds another operator.

- D. Three (3) dugouts were blown apart during a recent windstorm. In good faith, FTLOTG has agreed to fix those dugouts.
- E. Furthermore, FTLOTG has committed to getting the two mowers in good working order.
- F. FTLOTG is willing to continue operation of the facility if the City does not enter into an agreement with another entity to manage the facility.

IV. Analysis

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - The City has not had to contribute any funds towards the agreement with FTLOTG. FTLOTG has agreed to distribute remaining funds that would have went towards future premises improvements, to benefit Keizer's youth baseball and softball programs that could include scholarships and/or equipment.
- C. **Timing** - As we get closer to the beginning of the new year. Timing is more critical because schedules for the sports seasons need to be booked. A decision to retain FTLOTG or go with the new operator should be made by the January 5, 2026 meeting.
- D. **Policy/Legal** - Any amendment to the original agreement requires formal action that is reduced to writing and adoption by the Council.

V. Alternatives

- A. Adopt the attached Resolution authorizing the City Manager to enter into the agreement as proposed if a new agreement is approved.
- B. Defer decision on the agreement until a future date if the other agreement is tabled to the same meeting.
- C. Take No Action — The City will continue its operation with FTLOTG for the next year, given the lateness of the season.

VI. Recommendation

Staff recommends adopting the attached Resolution approving the addendum to the agreement as proposed if a new management agreement is approved. If the other agreement to take over management responsibilities is tabled, then the Council should defer their decision to the same meeting.

Attachments

- 1. RES_CC_Authorizing CM to Sign Addendum to Parks Management Agreement_Keizer Little League City Park_1 5 2026
- 2. DOC_FTLOTG_ADDENDUM TO PARKS MANAGEMENT AGREEMENT BETWEEN THE CITY OF KEIZER_12 31 2025

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2026-____

4
5
6 AUTHORIZING CITY MANAGER TO SIGN ADDENDUM TO
7 PARKS MANAGEMENT AGREEMENT BETWEEN THE CITY OF
8 KEIZER AND FOR THE LOVE OF THE GAME
9

10
11 WHEREAS, the City and For the Love of the Game entered into a Parks
12 Management Agreement on November 16, 2021;

13 WHEREAS, the parties have agreed to terminate the relationship under the Parks
14 Management Agreement if another party is found to manage the Keizer Little League
15 City Park;

16 WHEREAS, the parties have negotiated the terms of an addendum to the
17 agreement and desire to enter into such Addendum;

18 NOW, THEREFORE,

19 BE IT RESOLVED by the City Council of the City of Keizer that the City
20 Manager is authorized to sign the Addendum to the Parks Management Agreement with
21 For the Love of the Game, Inc., a copy of which is attached as Exhibit "A" and by this
22 reference incorporated herein if an agreement with another organization is approved by
23 Council.
24
25
26

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

3 PASSED this _____ day of _____, 2026.

5 SIGNED this _____ day of _____, 2026.

Mayor

City Recorder

ADDENDUM TO PARKS MANAGEMENT AGREEMENT BETWEEN THE CITY OF
KEIZER (“CITY”) AND FOR THE LOVE OF THE GAME (“MANAGER”)

City and Manager have enjoyed a Parks Management Agreement (“Agreement”) since November 16, 2021. Following some more recent discussions between the parties, Manager allowed City to go through an RFP process in order to possibly identify another contractor/company to contract for the same scope of services covered in this Agreement. These discussions involved the understanding that if a new contractor/company was identified and ready to be contracted, Manager would mutually agree with the City to terminate the Agreement at that time.

Termination of the Agreement shall be effective immediately upon execution of the Addendum and the Agreement shall be deemed fully terminated by mutual consent. The City expressly acknowledges that Manager has fully performed all obligations required under the Agreement through the date of termination.

The termination of the Agreement shall be deemed no-fault, and shall not be construed as a default, breach, failure of performance, or wrongdoing by Manager in any manner whatsoever. The City expressly affirms that Manager is in good standing and that no adverse findings exist. The City agrees to fully honor and perform the use agreement Manager has agreed to with Player’s Choice Sports (NAFA affiliated) for the 2026 and 2027 seasons. This obligation is binding of the City and shall survive the termination of this Agreement. Should any issue arise with these sub-agreements, the City shall be solely responsible for resolving the matter and shall hold Manager harmless from any claims.

Manager has agreed to repair the recent wind-damaged dugouts on fields 1, 3, & 8. Ownership of the large zero-turn mower was transferred to the manager at the beginning of the contract which is shown in the second paragraph of section 4 of the agreement. Manager has also agreed to get the two zero turn mowers in good working order. The Manager agrees to gift back the larger zero-turn mower to the City of Keizer. Work on both items may need to be continued beyond the termination date, but both agree to work as expeditiously as possible.

Upon termination of this Agreement, neither party shall have any further obligations or liability except as noted above to the other under the Agreement. Manager agrees to distribute the remaining funds that would have went towards future premises improvements to benefit Keizer’s youth baseball and softball programs that could include scholarships and/or equipment. Each party releases the other from any and all claims, known or unknown, arising from or related to the Agreement and its termination. The City shall indemnify, defend, and hold harmless Manager from any third-party claims arising out of the City’s future decisions, actions, or contract awards relating to the Keizer Little League Park.

This addendum constitutes the complete and exclusive understanding of the parties with respect to the termination of the Agreement and supersedes all prior discussions and representations.

CITY:

City of Keizer

By: _____

Adam J. Brown

Keizer City Manager

Dated: _____

MANAGER:

For the Love of the Game, Inc.

By: _____

Jerry Q. Walker or designee

President

Dated: _____

APPROVED AS TO FORM:

Keizer City Attorney



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Recognizing National Observances and Commemorative/Heritage Months

Proposed Motion

No motion required.

I. Summary

City Council is asked to review the list of national observances and commemorative/heritage months for the upcoming year. No proclamation requests were submitted by the annual deadline.

II. Background

- A. Requests for proclamations must be submitted to the City Recorder through the online request form by December 15 each year. Council approval is required to recognize national observances and commemorative/ heritage months.
- B. Council adopts a list of recurring proclamations that are placed on a proclamation calendar. The Council last adopted the National Observances and Commemorative/ Heritage Months on April 21, 2025 by Resolution R2025-3567.
- C. Section 14 of the Council Rules of Procedure limits proclamation presentations to one per meeting.

III. Current Situation

- A. No proclamation requests were submitted by the December 15 deadline. With the start of the new year, Council should review the attached resolution listing national observances and commemorative/ heritage months. Council may make changes to the list, propose additional observances, or take no action.

IV. Analysis

- A. **Strategic Impact** - NA

B. **Financial** - No financial impact.

C. **Timing** - The list of national observances and commemorative/heritage months will be effective with Council approval.

D. **Policy/Legal** -

- City Council approval is required to revise the national observances and commemorative/heritage months.
- Section 14 of the Council Rules of Procedure limits the number of proclamation presentations to one per meeting.

V. **Alternatives**

A. Review the attached Resolution and make no revisions.

B. Propose other changes to the national observances and commemorative/heritage month listing and direct staff to return with a Resolution at the January 20, 2026 Council meeting.

C. Take no action.

VI. **Recommendation**

Discuss the proclamation list, and if desired, direct staff to return with a Resolution revising the list at the January 20, 2026 City Council meeting.

Attachments

1. RES_2025-3567_04 21 2025

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-3567

RECOGNIZING NATIONAL OBSERVANCES AND
COMMEMORATIVE/HERITAGE MONTHS; **REPEAL OF
RESOLUTION R2025-3565**

WHEREAS, the City Council adopted Resolution R2025-3565 (Recognizing
National Observances and Commemorative/Heritage Months) on April 7, 2025;

WHEREAS, the Council has reviewed recognition requests on April 7, 2025 and
wish to revise the recognized national observances and commemorative/heritage months
as outlined below;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the following
national observances and commemorative/heritage months are hereby recognized by the
City of Keizer and shall be presented at a City Council regular session meeting:

- **Black History Month (February)**
- **Women's History Month (March)**
- **National Disability Employment Awareness Month and National
Developmental Disability Awareness Month (March)**
- **Child Abuse Prevention Month (April)**
- **Volunteer Recognition Month (April)**
- **Jewish American Heritage Month (May)**
- **Asian American Native Hawai'ian Pacific Islander Heritage Month (May)**
- **Lesbian, Gay, Bisexual, Transgender and Queer Pride Month (June)**
- **Juneteenth Proclamation (June)**
- **National Suicide Prevention Month (September)**

- **National Hispanic Heritage Month (September)**
- **Indigenous Peoples' Day (October)**
- **Domestic Violence Awareness Month (October)**
- **Native American Heritage Month (November)**
- **National Veterans and Military Families Month (November)**
- **Human Rights Day (December)**

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that recognition may include the following types of activities among others in the discretion of the City Manager:

- Acknowledgement on the City's reader board,
- Acknowledgement on the City's website/social media with links to additional educational materials,
- Displaying educational materials.

BE IT FURTHER RESOLVED that the above observances are to be announced as a formal proclamation.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the following national observances and commemorative/heritage months are hereby recognized by the City of Keizer, but will not be presented at a City Council regular meeting, but as a formal proclamation:

- **Foster Care Awareness (April)**
- **Vietnamese-American Remembrance Day (April 30)**
- **Older Americans Month (May)**
- **Frontline Worker Appreciation Month (May)**
- **Constitution Week (September)**
- **Filipino American History Month (October)**

- 1 • **Ruby Bridges Walk to School Day (November)**
- 2 • **Small Business Saturday (November)**

3 BE IT FURTHER RESOLVED that this action by the City Council is in the form
4 of engaging the City's own speech activities and in no way creates any type of public
5 forum or limited public forum.

6 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
7 Resolution R2025-3565 is hereby repealed in its entirety.

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

10 PASSED this 21st day of April, 2025.

11 SIGNED this 21st day of April, 2025.

12
13
14
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16
17
18
19


Mayor


City Recorder



To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Andrew Copeland, Police Chief
Tim Hein, Lieutenant

Subject: Disposition of Keizer Police Department K9 Max

Proposed Motion

I move that the city council adopt Resolution R2026-____ Authorization for Disposition of Police Service Dog "Max".

I. Summary

The Keizer Police Department has identified K9 Max as no longer suitable for police work. As a result, it is recommended that K9 Max be retired. Additionally, the Keizer Police Department, pursuant to applicable Cod 20-1 (previously ordinance 90-167), recommends K9 Max be sold to his handler, Officer Jeremy Darst.

II. Background

- A. K9 Max was purchased from Adlerhorst International and was assigned to K9 Handler Jeremy Darst. They began a rigorous training program on January 24, 2022. K9 Max has nearly four years of police service.

III. Current Situation

- A. The Keizer Police Department has identified K9 Max as no longer suitable for police work.

IV. Analysis

- A. **Strategic Impact** - None.
- B. **Financial** - None.
- C. **Timing** - Approval of this request will allow K9 Max to retire and be sold to his handler, Officer Jeremy Darst.

D. **Policy/Legal** - Keizer Code Section 20-1.

V. Alternatives

A. Adopt the attached resolution.

B. Take no action and K-9 Max will not be retired.

VI. Recommendation

Staff recommends that the City Council adopt the attached Resolution authorizing K9 Max to be retired and sold to his handler, Officer Jeremy Darst.

Attachments

1. RES_CC_Disposition of Police Service Dog Max_1 5 2026

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2026-_____

4
5 AUTHORIZATION FOR DISPOSITION OF
6 POLICE SERVICE DOG "MAX"

7
8 WHEREAS, the City of Keizer's Police K-9 dog, Max, is no longer suitable for
9 police work;

10 WHEREAS, the City of Keizer Police Department desires to retire Max to his
11 handler;

12 WHEREAS, Keizer Code Section 20-1 provides for the disposition of police
13 service dogs;

14 WHEREAS, the City Council desires to sell Max to his handler for the sum of
15 \$1.00 and his handler, Officer Darst, desires to acquire Max and agrees to assume all
16 responsibility for Max including maintenance, condition, and conduct;

17 NOW, THEREFORE,

18 BE IT RESOLVED by the City Council of the City of Keizer that the police
19 service dog known as "Max" shall be sold to Officer Darst for the sum of \$1.00 upon the
20 condition that Officer Darst obtain a license for Max and agrees in writing to accept full
21 future responsibility for Max including Max's maintenance, condition, and conduct.

1 BE IT FURTHER RESOLVED that Officer Darst shall further agree in writing
2 that Max will not be used in any way to generate income or profit for any person,
3 including Officer Darst, other than profits from breeding.

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

6 PASSED this _____ day of _____, 2026.

7

8 SIGNED this _____ day of _____, 2026.

9

10

11

Mayor

12

13

14

City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Keizer Strategic Plan Review

Proposed Motion

I move that the Keizer City Council schedule to meet in worksession on February 9 to review the 2026–2030 Draft Keizer Strategic Plan presented by the Strategic Plan Work Group.

or

I move that the Keizer City Council accept the 2026–2030 Draft Keizer Strategic Plan as presented by the Strategic Plan Work Group.

I. Summary

Staff is bringing forward the Draft Strategic Plan (2026–2030) for City Council review and direction on how Council would like to review the recommendation from the work group. The draft plan includes the City's mission, vision, and values; goal areas with action tables; and an implementation framework intended to align the City's budget, agenda/staff reports, and performance reporting with Council priorities.

II. Background

- A. The City began the process of developing a five-year strategic plan in calendar years 2023 and 2024. A cross-department strategic planning team and several city council work sessions were used to create a draft. Input from almost 1,000 people was used with tens of thousands of lines of data. Additionally, the plan went through every city board and committee for consideration.
- B. The draft plan was put on hold until the Spring of 2025 when the City Council created a work group to review the proposed plan. Prior to meeting with the work group, the City Manager reviewed the plan with a volunteer, Mo Avishan, who is a subject-matter expert on strategic plans. His work experience involved strategic planning for Hewlett Packard.
- C. The Strategic Plan work group met over the course of 3 meetings to finalize a recommendation to the Keizer City Council in the fall of 2025. The Council work

group included Councilor Lore Christopher, Council President Shaney Starr, and Councilor Kyle Juran.

III. **Current Situation**

- A. What you have attached to this staff report is the final product of the Council work group. We are requesting that the Council set a time to review the final product of the work group to finalize the 2026-2030 Strategic Plan. The work session on February 9th was planned for a review of the council's biannual goals. It makes sense to add the strategic plan review to this work session.
- B. Also attached is an outward-facing document that can be used to track progress on the Council's strategic plan. Target dates will be identified and reviewed each year through the annual goal-setting process that precedes the budget process.

IV. **Analysis**

- A. **Strategic Impact** - The Draft Strategic Plan is intended to serve as the City's roadmap for both long-term projects and day-to-day operations, with defined goal areas and implementation tools to align work with Council's strategic vision.
- B. **Financial** - The draft plan contemplates aligning strategic priorities with the City's annual budget process, including a phase to review goals and action plans and report on successes and performance indicators. Specific costs will depend on which actions the Council prioritizes, scheduling, staffing capacity, and whether outside services are needed for implementation of particular actions.
- C. **Timing** - The draft plan anticipates that prioritization will occur after Council adoption and will be based on Council direction and City capacity and resources.
- D. **Policy/Legal** - The Strategic Plan is the Council's direction for improving and maintaining services provided by the City in alignment with our elected leadership.

V. **Alternatives**

- A. Set a time to review the plan proposed by the work group.
- B. Approve the plan as proposed by the work group.

VI. **Recommendation**

Staff recommends that the Council set a time to review the most recent draft provided by the work group so that the plan can be formally adopted.

Attachments

- 1. DOC_CC_Keizer Strategic Plan Draft_12 31 2025
- 2. DOC_CC_Keizer Strategic Plan Draft Scorecard_12 31 2025

"Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury."



City of **KEIZER**

Strategic Plan 2026-2030

City of Keizer
930 Chemawa Road NE
Keizer, OR 97303
www.keizeror.gov

503-390-3700

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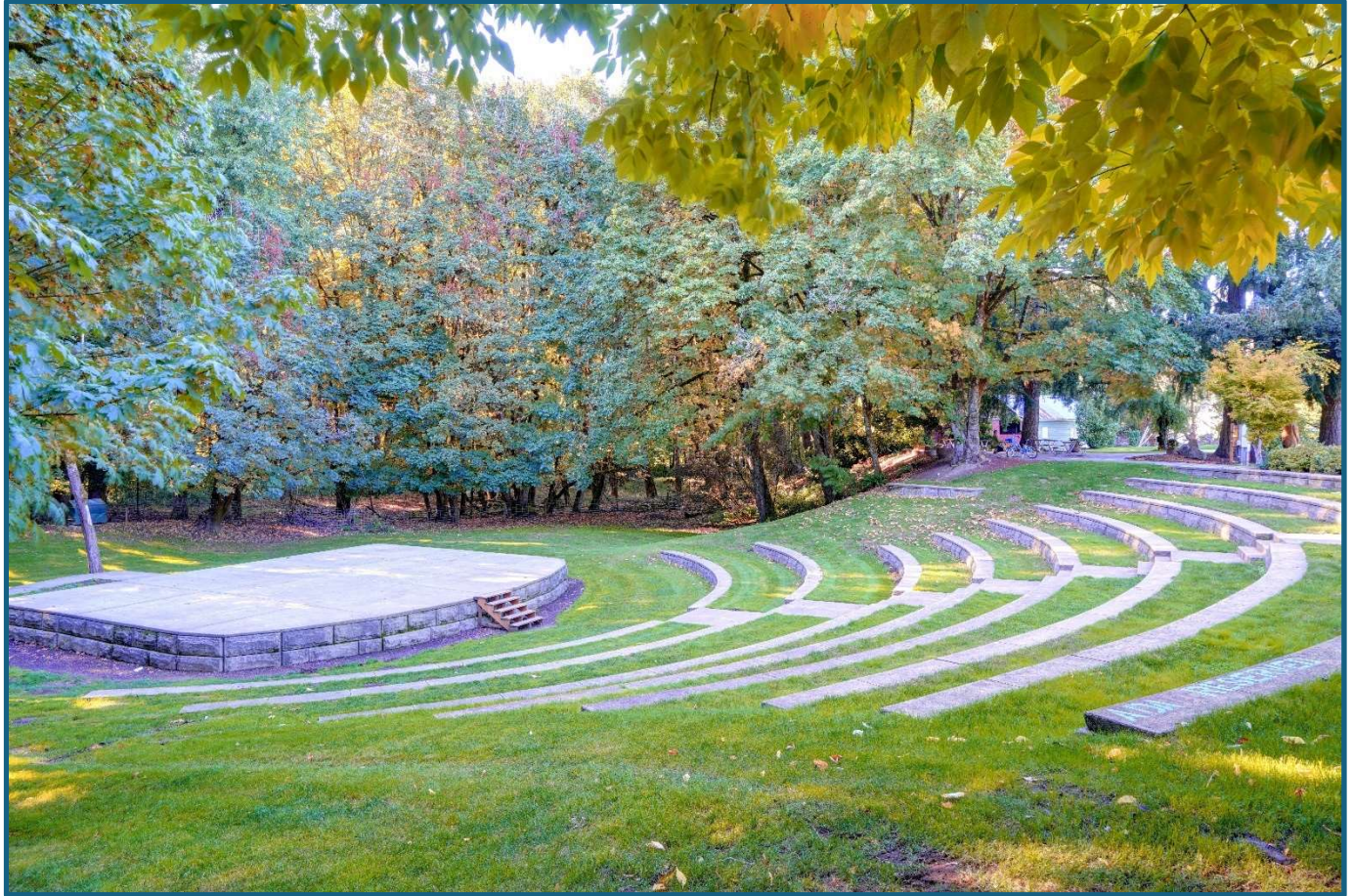
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MESSAGE FROM THE STRATEGIC PLANNING TEAM

Keizer has upheld a strong tradition of pride, spirit, and volunteerism since its incorporation in 1982, fostering a close-knit community. With nearly 6% population growth over the last decade, Keizer has experienced increasing diversity and new businesses, providing opportunities to plan the future while preserving its small-town charm. As the town grows, residents and the City Government work collaboratively to address challenges and sustain the values that make Keizer a unique place to live, work, and play.

To accommodate the growth, Keizer's City Government initiated a five-year strategic plan aimed at aligning community priorities with organizational goals. By engaging hundreds of community members, volunteers, and City staff, the plan reflects shared aspirations for housing, economic growth, and enhanced amenities. This strategic plan will guide the City's decision-making and ensure progress on vital community issues, supported by partnerships and annual updates to stay responsive to residents' needs. Thanks to Keizer's engaged and supportive community, the town is well-equipped for a promising future.



INTRODUCTION

The City of Keizer's Five-Year Strategic Plan is a guiding document designed to shape the city's future while addressing present-day challenges and opportunities. Rooted in community values and stakeholder input, the plan outlines a clear mission, vision, and strategic priorities that align with the desires of residents, officials, and community leaders.

Developed through extensive collaboration, the plan incorporates:

- Community feedback from surveys and public forums.
- Insights from the 2024 City of Keizer's Draft Strategic Plan.
- A benchmarking comparison with cities of similar sizes.

This document aims to serve as a roadmap, inspiring action, accountability, and measurable progress to ensure Keizer remains a thriving and vibrant community.

Current Status and Measurements

A. Overview

To effectively plan for Keizer's future, it is essential to establish a baseline understanding of the city's current state. This includes:

- Assessing city services in areas like safety, security, education, recreation, and planning and public works. (Appendix 2)
- Benchmarking against cities of similar population size to identify strengths and gaps. (Appendix 3)
- Conducting a Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis to explore internal and external factors impacting Keizer. (Appendix 4)

B. Key Findings

- Housing availability challenges affecting a growing population.
- High community concern regarding traffic congestion, lack of North-South access.
- High community satisfaction with public safety and recreational spaces.
- Opportunities to enhance arts and culture programs to strengthen community engagement.

DRAFT

MISSION, VISION AND VALUES

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."

This mission statement modernizes and integrates principles of fiscal responsibility, safety, unity and the local economy, addressing feedback that these aspects were missing from prior drafts. And including the main focus of fiscal responsibility that the original City of Keizer mission statement focused on.

Original Mission Statement: *"Keep city government costs and services to a minimum by providing city services to the community in a coordinated, efficient and least cost fashion."*

Vision Statement

Keizer is a model community, with a small town feel that is healthy, safe, and vibrant for generations to come.

Values

The City of Keizer is committed to the following principles:

1. **Pride:** A deep sense of commitment, ownership, and collective responsibility for the well-being and prosperity of the community.
2. **Spirit:** The embodiment of the city's collective energy, resilience, and passion for fostering a thriving and connected community. Keizer's spirit is the driving force behind the city's ability to adapt, innovate, and grow while maintaining its small-town charm.
3. **Volunteerism:** Active commitment of residents to strengthen their community through service, collaboration, and engagement. It embodies the willingness to contribute time, skills, and resources to enhance public services and create a more connected and thriving city.
4. **Accountability:** Unwavering commitment to transparency, responsible governance, and ethical stewardship of public resources. Decisions are made with fiscal responsibility, operational efficiency, and responsiveness to community needs, reinforcing trust between residents, businesses, and leadership.

DRAFT

STRATEGIC PLAN GOALS

1. Public Safety

Provide a safe and secure community by protecting the people, property, and economy of the City of Keizer.

2. Transportation & Infrastructure

Provide the infrastructure for a safe, efficient, and reliable multi-modal system in the best condition available resources allow.

3. Economic and Community Development

Demonstrate a supportive attitude toward employers, business, and property owners that promotes economic development and high standards of livability in the City of Keizer.

4. Operational Excellence and Community Centered Service

Provide efficient, effective, and responsive government.

5. Fostering an Engaged Community

Strengthen community relationships through improved communication to foster a welcoming and accessible community for all.

6. Community Growth

Responsibly plan and invest in community infrastructure and built environment to foster sustainable growth that preserves Keizer's small-town feel.





Goal 1 – Public Safety

Provide a safe and secure community by protecting the people, property, and economy of the City of Keizer.

Strategic Issue Statement

Crime and its impact on the livability and economic viability of business is of significant concern to our citizens. Public safety continues to be the top priority of the Keizer City Council, with nearly three-quarters of the city's general fund designated to keep the Keizer Police Department fully staffed, officers on the road, technology and services, supervision, and utilize sanctions available for offender accountability and reduction of future criminal activity.

Keizer City Council Priorities

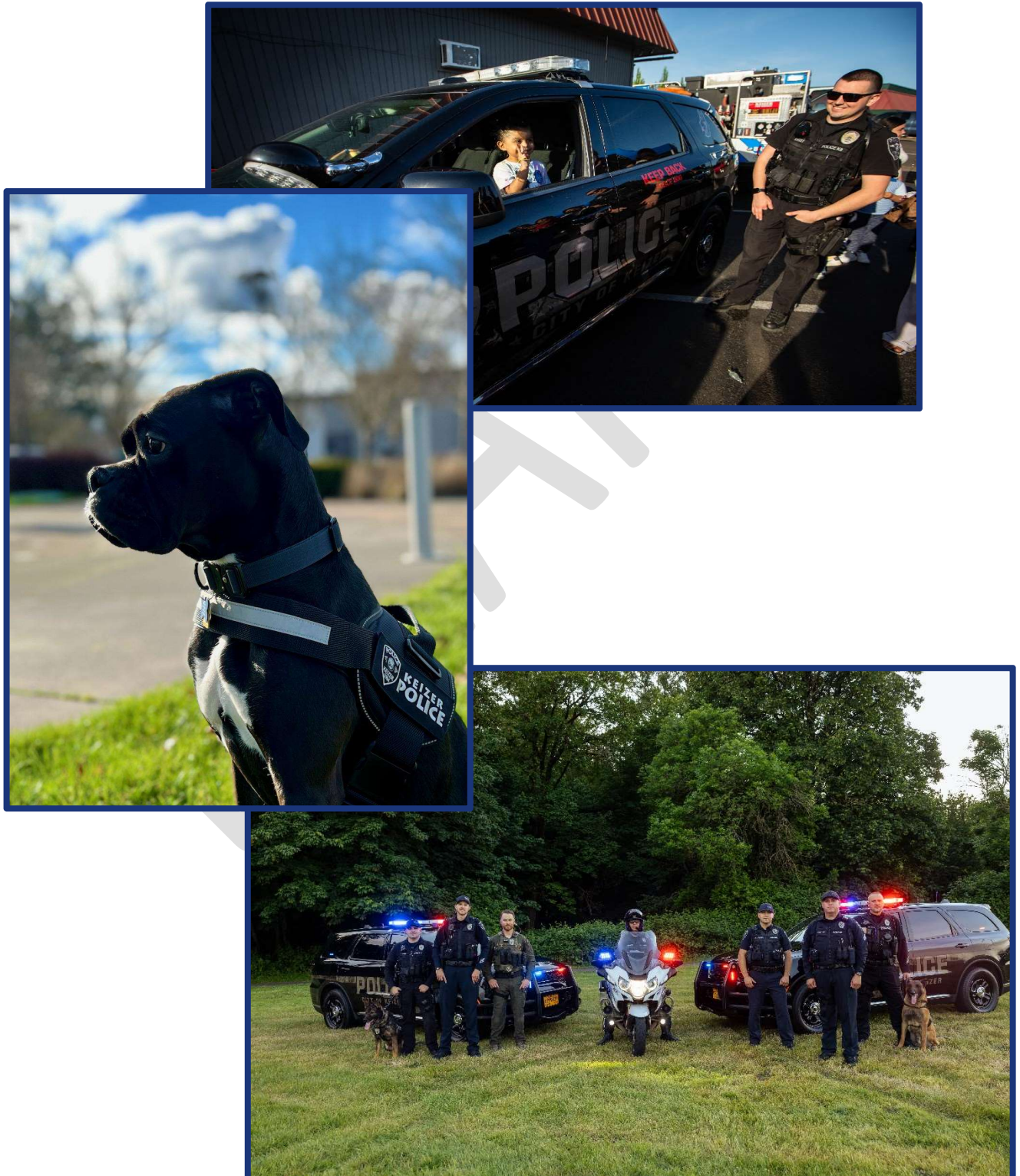
- Fully staffed Police Department
- Reduced graffiti and crime in parks and neighborhoods
- Preparation for continuity of operations and hazard mitigation in emergencies
- Reduce unlawful camping and unauthorized use of public and private property
- Complete Emergency Operations Plan revision

TASKS
Develop a long-term staffing and funding plan for the Police Department, seeking community input and approval.
Complete camera installation on streets and in parks per the City's camera priority installation plan.
Finish revision of citywide Emergency Operations Plan and Continuity of Operations Plan.
Conduct 4 city tabletop emergency management exercises partnering with Marion County.
Develop License Plate Reader (LPR) camera public safety data sharing with Marion County and City of Salem.
Coordinate work with organizations within Marion County to reduce individuals camping on City streets and mitigate the community impacts as shown by the annual point in time (PIT) count in January.
Add Incident Command System (ICS) depth by training backup positions for each command staff position in the emergency operations center (EOC).
Implement voluntary Keizer Emergency Preparedness Registration so first responders have contact information for quick response.
Adopt revisions to the City Emergency Operations Plan (EOP).

Supporting Plans/ Report

- Keizer Police Department Staffing Report
- Keizer Parks Master Plan

- Marion County Public Safety Coordinating Council Strategic Plan
- Mid-Willamette Homeless Alliance Continuum of Care Plan
- Keizer Emergency Operations Plan
- Marion County Emergency Operations Plan
- Camera Priority Installation Plan





Goal 2 – Transportation & Infrastructure

Provide the infrastructure for a safe, efficient, and reliable multi-modal system in the best condition available resources allow.

Strategic Issue Statement

Ensuring a safe, efficient, and reliable transportation network, along with well-maintained infrastructure, is essential for fostering economic growth and community well-being in Keizer. Limited resources necessitate prioritization and strategic planning to address aging systems, congestion, and emerging mobility needs.

Keizer City Council Priorities

- Sidewalks on all Keizer roadways. Make annual progress toward goals
- Addressing Traffic Congestion, primarily on River Road
- Complete update of the Transportation Systems Plan (TSP)
- Continue River-Cherry Overlay Zone implementation

TASKS
Complete update of the Transportation System Plan (includes plans for sidewalk infill and crosswalks)
Continue annual maintenance plan for residential streets.
Maintenance plan for residential streets
Continue implementation the River-Cherry Overlay District
Prepare a report to explore alternative north-south routes to identify solutions to traffic congestion on River Road in coordination with Mass transit.
Develop a plan to connect parks, trails, and neighborhoods to each other (e.g., Keizer Rapids Park to Salem Riverfront, trails between parks, etc.)
Implement sidewalk gap and repair program, establish an annual minimum budget of \$100,000, explore alternative funding options including a special levy
Prepare a report on burnt out street lights and a create a replacement plan.

Supporting Plans

- Keizer Transportation Systems Plan
- Keizer Parks Master Plan
- Keizer Comprehensive Plan
- Keizer Development Plan



Goal 3 – Economic and Community Development

Demonstrate a supportive attitude toward employers, business, and property owners that promotes economic development and high standards of livability in the City of Keizer.

Strategic Issue Statement

Economic and Community Development promotes strategic alliances between community members, civic and business leaders, business developers and government agencies, and other interested parties to strengthen communities and economies. Economic development is the concerted effort of policymakers, community leaders, and entrepreneurs to grow the economy, increase employment, and improve the standard of living in the City of Keizer.

Keizer City Council Priorities

- Identify and sell city-owned property
- Re-visit Willow Lake Settlement Agreement to expand land availability
- Evaluation of Urban Growth Boundary (UGB) options
- Complete Parks Master Plan revision
- Complete Housing Capacity Analysis
- Complete Economic Opportunities Analysis

TASKS
Develop a comprehensive economic development strategy (CEDS) to have ready projects for state and federal funding.
Complete the Economic Opportunities Analysis.
Prepare and implement an annual marketing plan for the Keizer Event Center.
Identify visitor patterns to enhance visitor experience via Travel Salem's capabilities at least twice a year.
Update the Parks Master Plan to incorporate enhancements to the Keizer Rapids Park for economic activity opportunities (as above).
Provide a recommendation from staff to the City Council on whether to implement an Urban Renewal District.
Create and adopt a five-year plan for how we will use Transient Lodging Tax funds for economic development.
Challenge the Willow Lake Settlement Agreement to expand developable land uses within the Urban Growth Boundary.
Sell City-owned properties in Keizer to pay down PERS debt.
Prepare a recommendation and develop an implementation plan for middle housing, ensuring diverse housing options within Keizer's Urban Growth Boundary while aligning with community needs and zoning regulations.
Rotate and add new art to River Road.
Adopt Keizer Public Arts Commission (KPAC) Master Plan.

Supporting Plans

- Keizer Transportation Systems Plan
- Keizer Development Plan
- Keizer Comprehensive Plan
- Economic Opportunities Analysis
- Housing Needs Analysis





Goal 4 - Operational Efficiency and Quality Service

Provide efficient, effective, and responsive government through stewardship and accountability.

Strategic Issue Statement

Running a well-organized and trustworthy government means making smart financial decisions, being responsible, and staying accountable to the community. As Keizer grows and changes, it's important to keep decision-making open and fair, use resources wisely, and build strong relationships with residents. Listening to the community, using facts to shape policies, and regularly improving city services will make sure the government stays effective and responsive.

Keizer City Council Priorities

- Ensure transparent budgeting and resource allocation
- Strengthen Community Engagement
- Optimize City Services and Infrastructure – Continuously evaluate and refine municipal services to enhance responsiveness, accessibility, and operational effectiveness

TASKS
Complete an internal assessment to evaluate organizational efficiency and cost-saving measures.
Implement a process improvement program and recommendations from the internal assessment.
Conduct technology audit and needs analysis to determine the most effective and cost-efficient use of the City's use of software and technology.
Develop succession plans for all mission-critical, senior staff positions.
Create an Asset Management Plan for all city property with a value over \$5,000.
Conduct a condensed review of the Water Master Plan.
Determine a policy for water, sewer, storm capital, specifically continuing a pay-as-you-go or changing to a debt financing model.
Complete research and recommendation for a utility discount program for residents under 60 years old and in need.
Continue Water Main Replacements as defined by the Water Master Plan.

Supporting Plans

Water Master Plan



Goal 5 - Engaged Community

Strengthen community relationships through improved communication to foster a welcoming and accessible community for all.

Strategic Issue Statement

Creating a strong and welcoming community in Keizer starts with clear and open communication. When people, businesses, and local leaders listen to each other and share ideas, trust grows and everyone feels included. By using different ways to connect—like meetings, social media, and public events, Keizer can make sure all voices are heard and important issues are understood. Encouraging people to speak up and work together will help build a city where everyone feels valued and involved. Keeping communication open and improving how people connect will bring the community closer and make it stronger.

Keizer City Council Priorities

- Expand Accessible Communication Channels
- Strengthen Public Participation Opportunities
- Improve Language and Accessibility Services
- Foster Partnerships with Local Organizations

TASKS
Develop and implement a citywide communications plan (e.g., community e-newsletter, social media policy).
Utilize and test innovative engagement tools to receive community feedback.
Complete website redesign.
Conduct four Town Hall Listening Session annually to educate, inform and listen to the community on important community topics.
Conduct a bi-annual community survey.
Develop a training program for volunteers.
Identify policy for translation and interpretation services and create a policy for how and when the City contracts for the services.

Supporting Plans



Goal 6 – Community Growth

Responsibly plan and invest in community infrastructure and built environment to foster sustainable growth that preserves Keizer’s small-town feel

Strategic Issue Statement

As Keizer grows, it’s important to plan wisely and invest in roads, parks, and buildings in a way that keeps the City welcoming and connected. Expanding services and infrastructure must be done carefully to support new businesses and housing without losing the close-knit, small-town feel that makes Keizer special. By focusing on development that protects green spaces, and improving transportation, the City can create a strong foundation for the future while keeping the community’s identity intact.

Keizer City Council Priorities

- Seeking community direction on how to grow
- Seeking community direction on types of housing
- Not adding to Traffic congestion

TASKS
Complete Housing Capacity Analysis.
Complete two town Halls and online survey on Urban Growth Boundary options.
Complete two Town Halls as a housing summit on options. Get community feedback by hosting two dedicated Town Hall listening sessions in 2026 focused on housing availability, housing challenges, opportunities, and policy solutions to guide Keizer’s future development.
Finalize and adopt housing production strategy.
Develop a public works facility plan.
Conduct a public utilities analysis.

Supporting Plans

APPENDIX 1 - ACKNOWLEDGEMENTS

CITY COUNCIL

Cathy Clark, Mayor

Shaney Starr, Council President

Soraida Cross, Council Vice-President

Marlene Parsons, Councilor

Kyle Juran, Councilor

Lore Christopher, Councilor

Dan Kohler, Councilor

STAFF STRATEGIC PLANNING TEAM

Executive Leadership Team

Adam Brown, City Manager

Garret Klever, Human Resources
Director

Tim Wood, Assistant City Manager

Bill Lawyer, Public Works Director

Melissa Bisset, City Recorder

Shane Witham, Planning Director

Andrew Copeland, Chief of Police

Joe Lindsay, City Attorney

Additional Staff Strategic Plan Team

Jenny Ammon, Environmental & Technical
Division Manager

Kristen Myers, Human Resources Specialist

Chris Nelson, Lieutenant

Ben Crosby, Code Enforcement Officer

Pat Taylor, Water Division Manager

Mike Griffith, Storm Operations & Streets
Division Manager

Lily Vonn, Event Center Manager

Trevor Wenning, Lieutenant

APPENDIX 2 - City Service Assessment of safety, security, education, recreation, community planning, and public works.

The City of Keizer provides essential services that help keep residents safe, secure, informed, and engaged in recreational activities. Below is an assessment of how the City serves these needs.

Safety & Security

Keizer works hard to ensure a safe community through its Police Department, emergency services, and neighborhood programs. The Keizer Police Department focuses on crime prevention, traffic safety, and community outreach, helping residents feel protected. Keizer Fire District provides fire and medical emergency services, responding quickly to accidents and health crises. Programs like Neighborhood Watch encourage residents to look out for each other and report suspicious activity.

Education

While the City of Keizer does not operate its own school system, it is part of the Salem-Keizer School District, which provides public schools for students of all ages. Schools in the district focus on strong academics, career training, and extracurricular activities to support student success. The City works with schools to promote public safety, youth programs, and educational events that enhance learning experiences for students.

Recreation

Keizer offers great places for outdoor activities, sports, and community events. Parks like Keizer Rapids Park provide walking trails, picnic areas, sports fields, and playgrounds for families and visitors. The city supports recreational programs for youth and adults, including organized sports, arts and cultural events, and seasonal festivals. The Keizer Event Center hosts activities that bring people together, promoting a fun and active lifestyle.

Community Planning

Public Works

Overall, Keizer continues to improve these services to ensure a safe, welcoming, and connected community for all residents.

Recommendations for Improving City Services in Keizer

To further enhance safety, security, education, and recreation in Keizer, the City can consider the following improvements:

Safety & Security

1. **Expand Problem Oriented Policing (POP) Efforts** – Strengthen relationships between police officers and residents by increasing neighborhood patrols, hosting community safety forums, and improving outreach programs.
2. **Improve Emergency Preparedness** – Conduct more public workshops on disaster preparedness and update emergency response plans to ensure resilience during natural disasters and major incidents.
3. **Enhance Traffic Safety Measures** – Install additional signage, crosswalks, and speed control measures in high-risk areas to improve pedestrian and driver safety.

Education

1. **Increase Collaboration with Schools** – Work closely with the Salem-Keizer School District to support programs that promote youth engagement, public safety education, and career readiness.

Recreation

1. **Enhance Park Facilities** – Upgrade Keizer Rapids Park and other recreational areas by adding more seating, shade structures, and improved accessibility features.
2. **Increase Community Event Programming** – Organize more cultural festivals, sports events, and arts workshops to strengthen community engagement.
3. **Expand Youth Sports and Recreation Opportunities** – Develop more programs to encourage outdoor activity and teamwork, ensuring affordable and inclusive access for families.

Community Planning

Public Works

APPENDIX 3 - BENCHMARKING

This benchmarking data provides insights into how Keizer compares to similar cities and where strategic improvements can be made.

1. Public Safety

- **Keizer:** Well-rated police and emergency services, but growing demand for resources.
- **Grants Pass:** Community policing initiatives have improved safety.
- **Lake Oswego:** Low crime rates, with well-funded public safety programs.
- **Redmond:** Investments in emergency response infrastructure.
- **McMinnville:** Low crime rates, with proactive safety programs.
- **Oregon City:** Investing in technology and training for law enforcement.

2. Transportation, Infrastructure and Emergency Management

- **Keizer:** Participates in the **Salem-Keizer Area Transportation Study (SKATS)**, focusing on regional mobility and safety. Infrastructure planning aligns with state transportation safety initiatives. Emergency management efforts are coordinated with state agencies to ensure preparedness
- **Grants Pass:** The city has a **Transportation System Plan** aimed at improving connectivity and efficiency. Infrastructure projects face funding challenges, including a **canceled FEMA grant** for water plant replacement. Emergency management strategies are evolving to address these financial constraints.
- **Lake Oswego:** The city maintains a **comprehensive transportation plan** to enhance mobility and sustainability. Infrastructure investments focus on maintaining high-quality public amenities. Emergency management is well-structured, with dedicated resources for disaster preparedness
- **Redmond:** Transportation projects are actively managed by the **Oregon Department of Transportation**, with ongoing infrastructure improvements. The city monitors traffic impacts and road conditions to ensure smooth operations. Emergency management efforts are integrated with state-level initiatives
- **McMinnville:** The city has a **Transportation System Plan** emphasizing active transportation and connectivity. Infrastructure development supports economic growth and sustainability. Emergency management programs are regularly updated to enhance community resilience.
- **Oregon City:** The city faces infrastructure challenges highlighted in the **2023 Oregon Transportation Infrastructure Condition Report**. Transportation planning aligns with state-wide assessments. Emergency management strategies are evolving to address future risks and preparedness.

Each city has unique strengths and challenges in managing transportation, infrastructure, and emergency preparedness. Keizer and Lake Oswego emphasize regional coordination, while Grants Pass and Oregon City face funding hurdles. Redmond and McMinnville focus on sustainable growth, ensuring long-term resilience.

3. Economic and Community Development

- **Keizer:** Business incentives in place, but economic growth is slower compared to larger cities.
- **Grants Pass:** Tourism and small businesses drive economic growth, with a focus on outdoor recreation.
- **Lake Oswego:** Strong economic base with high-income residents and thriving retail and service sectors.
- **Redmond:** Rapid growth in construction and manufacturing industries.
- **McMinnville:** Strong economic base with agriculture, tourism, and small business growth.
- **Oregon City:** Historic tourism and retail sectors are key economic drivers.

Housing

- **Keizer:** Limited housing availability, with ongoing efforts to expand.
- **Grants Pass:** Housing initiatives are growing, with a focus on low-income housing projects supported by state grants.
- **Lake Oswego:** Housing costs are among the highest in Oregon, with limited housing options.
- **Redmond:** Rapid population growth has led to increased demand for housing, with new developments underway.
- **McMinnville:** Active housing projects, including workforce housing developments.
- **Oregon City:** Facing housing challenges similar to Keizer, with efforts to expand mixed-income housing.

4. Arts & Culture

- **Keizer:** Limited arts programs, with plans to expand cultural initiatives.
- **Grants Pass:** Active arts scene with galleries and annual events.
- **Lake Oswego:** Thriving arts community with public art installations and cultural festivals.
- **Redmond:** Growing arts presence, with community-driven initiatives.
- **McMinnville:** Thriving arts community with galleries, theaters, and cultural events.
- **Oregon City:** Strong historical and cultural presence, including museums and heritage sites.

5. Community Engagement

- **Keizer:** Volunteerism is a key focus, with plans to expand engagement programs.
- **Grants Pass:** Strong community involvement through local organizations.
- **Lake Oswego:** High levels of civic participation and community engagement.
- **Redmond:** Active community engagement through events and initiatives.
- **McMinnville:** High levels of resident engagement in local initiatives.
- **Oregon City:** Well-established community outreach programs.

APPENDIX 4 - SWOT ANALYSIS

Strengths

- **Strong Community Engagement** – Residents actively participate in civic life through volunteerism, neighborhood programs, and local events.
- **Fiscal Responsibility** – The city maintains a cost-effective approach to governance, ensuring sustainable financial management.
- **Safe and Well-Managed Neighborhoods** – Keizer's police and emergency services contribute to low crime rates and strong public safety.
- **Parks and Recreation** – Facilities like **Keizer Rapids Park** provide outdoor spaces, sports opportunities, and community events.
- **Small-Town Identity with Growth Potential** – Keizer balances a tight-knit community feel with economic and infrastructure development opportunities.

Weaknesses

- **Limited Housing Options** – A growing demand for diverse housing presents challenges for long-term residents.
- **Infrastructure Strain** – Roads, utilities, and emergency preparedness plans require ongoing upgrades to match community needs.
- **Economic Diversity and Job Opportunities** – Keizer relies on surrounding cities for employment rather than fostering large-scale job creation locally.
- **Communication and Engagement Limitations** – While strong, public outreach could be expanded to reach broader audiences through digital platforms and multilingual services.

Opportunities

- **Urban Renewal and Development** – Revitalizing River Road and other commercial areas can strengthen local businesses and attract new investment.
- **Strategic Housing Growth** – Expanding mixed-use housing ensures sustainable development without losing Keizer's small-town feel.
- **Technology Integration for Public Services** – Improved digital tools can boost civic engagement and streamline city operations.
- **Stronger Regional Partnerships** – Collaborating with state and local agencies enhances funding opportunities and infrastructure improvements.
- **Cultural and Recreational Expansion** – More events and public spaces celebrating Keizer's heritage and arts can strengthen community pride.

Threats

- **Budget Constraints** – Limited financial resources may restrict necessary improvements in infrastructure, public safety, and parks.
- **Environmental Challenges** – Climate-related risks, such as flooding and extreme weather, could impact emergency preparedness and sustainability efforts.
- **Urban Growth Boundary Restrictions** – Expansion limitations may slow economic growth and development without innovative planning solutions.
- **Public Trust and Engagement Gaps** – Without continued transparency and inclusivity, resident involvement in decision-making may decline.
- **Competing Growth in Nearby Cities** – Larger cities nearby may attract businesses and residents away from Keizer, requiring competitive strategies to retain local investment.



Goal One: Public Safety

Goal: Pursue a safe and secure community by protecting the people, property, and economy of the City of Keizer.

Measurements of Success for the Goal:

1. Overall feeling of safety in Keizer.
2. Feeling of safety in your neighborhood during the day.
3. Feeling of safety in Keizer's commercial area during the day.
4. Feeling of safety from property crime.
5. Feeling of safety from violent crime.
6. Feeling of safety from fire, flood or other natural disaster.

Tactics	Measurable Outcome/ Evidence of Success			
	Deliverable	Target Date	Present	Target
1.1 Develop a long-term staffing and funding plan for the Police Department, seeking community input and approval.	Funding plan that pays for current staff plan		0	1
1.2 Complete camera installation on streets and in parks per the City's camera priority installation plan.	Camera Installations			
1.3 Finish revision of citywide Emergency Operations Plan and Continuity of Operations Plan.	Approved Plan		Not Done	1
1.4 Conduct 4 city tabletop emergency management exercises partnering with Marion County.	4 exercises		0	4
1.5 Develop License Plate Reader (LPR) camera public safety data sharing with Marion County and City of Salem.	Sharing with Marion and City of Salem		Shared with Salem	1
1.6 Coordinate work with organizations within Marion County to reduce individuals camping on City streets and mitigate the community impacts as shown by the annual point in time (PIT) count in January.	Point in Time Count		PIT 9	PIT<10
1.7 Add Incident Command System (ICS) depth by training backup positions for each command staff position in the emergency operations center (EOC).	Trained and Ready for EOC		8	16
1.8 Implement voluntary Keizer Emergency Preparedness Registration so first responders have contact information for quick response.	Registered Businesses		0	200
1.9 Adopt revisions to the City Emergency Operations Plan (EOP)				



Goal 2: Transportation & Infrastructure

Goal: *Provide a safe, efficient, and reliable transportation system and maintain vital infrastructure in the best condition available resources allow.*

Measurements of Success for the Goal

1. Overall quality of the utility infrastructure in Keizer (water, sewer, storm water, electric, gas, broadband)
2. Traffic flow on major streets
3. Ease of travel by car in Keizer.
4. Ease of travel by public transportation in Keizer.
5. Ease of travel by bicycle in Keizer.
6. Ease of walking in Keizer.
7. Have you used bus, rail, or other transportation instead of driving?
8. Have you carpooled with other adults or children instead of driving alone?
9. Have you walked or biked instead of driving?
10. Quality of street Repair.

Tactics	Measurable Outcome/ Evidence of Success			
	Deliverable	Target Date	Present	Target
2.1 Complete update of the Transportation System Plan (includes plans for sidewalk infill and crosswalks)	Transportation System Plan (TSP)		Outdated	1
2.2 Continue annual maintenance plan for residential streets.	Street miles paved			
2.3 Continue implementation of the River-Cherry Overlay District.	Implementation Steps		?	?
2.4 Prepare a report to explore alternative north-south routes to identify solutions to traffic congestion on River Road in coordination with Mass transit.	Report		0	1
2.5 Develop a plan to connect parks, trails, and neighborhoods to each other (e.g., Keizer Rapids Park to Salem Riverfront, trails between parks, etc.)	Lane Miles of Trail		10.58	12
2.6 Implement sidewalk gap and repair program, establish an annual minimum budget of \$100,000, explore alternative funding options including a special levy	Establish Program		0	\$500,000
2.7 Prepare a report on burnt out street lights and a create a replacement plan.	Replacement Plan			



Goal Three: Economic & Community Development

Goal: Demonstrate a supportive attitude toward employers, business, and property owners that promotes economic development and high standards of livability in the City of Keizer.

Measurements of Success for the Goal

1. Overall economic health of Keizer.
2. Preservation of the historical or cultural character of the community.
3. Variety of housing options.
4. Availability of affordable quality housing. Opportunities to attend cultural/arts/music activities.

Quality of Economic Development.

Tactics	Measurable Outcome/ Evidence of Success			
	Deliverable	Target Date	Present	Target
3.1 Develop a comprehensive economic development strategy (CEDS) to have ready projects for state and federal funding.	Plan		0	1
3.2 Complete the Economic Opportunities Analysis.	Plan		0	1
3.3 Prepare and implement an annual marketing plan for the Keizer Event Center.	Plan		0	1
3.4 Identify visitor patterns to enhance visitor experience via Travel Salem's capabilities at least twice a year.	Two Analysis'		0	10
3.5 Update the Parks Master Plan to incorporate enhancements to the Keizer Rapids Park for economic activity opportunities (as above).	Approved Plan		In Process	1
3.6 Provide a recommendation from staff to the City Council on whether to implement an Urban Renewal District.	Recommendation		None	Yes/No
3.7 Create and adopt a five-year plan for how we will use Transient Lodging Tax funds for economic development.	Plan		0	1
3.8 Challenge the Willow Lake Settlement Agreement to expand developable land uses within the Urban Growth Boundary.	Court Opinion or User Challenge		0	Done
3.9 Sell City-owned properties in Keizer to pay down PERS debt.	Sell		0	24.5
3.10 Prepare a recommendation and develop an implementation plan for middle housing, ensuring diverse housing options within Keizer's Urban Growth Boundary while aligning with community needs and zoning regulations.	Recommendation		0	1



3.11 Rotate and add new art to River Road.	Art Rotations and Additions		0	8
3.12 Adopt Keizer Public Arts Commission (KPAC) Master Plan	Plan Adoption		0	1



Goal Four: Operational Efficiency & Quality Service				
	Goal: <i>Provide efficient, responsive and cost effective government through stewardship and accountability.</i>			
	Measurements of Success for the Goal 1. Rate overall appearance of Keizer. 2. Rate the value of services for the taxes paid to Tigard. 3. Rate overall confidence in Keizer government. 4. Rate quality of services provided by the City of Keizer.			
Tactics	Measurable Outcome/ Evidence of Success			
	Deliverable	Target Date	Present	Target
4.1 Complete an internal assessment to evaluate organizational efficiency and cost-saving measures.	Report		0	1
4.2 Implement a process improvement program and recommendations from the internal assessment.	Program in place		0	1
4.3 Conduct technology audit and needs analysis to determine the most effective and efficient use of the City's use of software and technology.	Study		0	1
4.4 Develop succession plans for all mission critical, senior staff positions.	Plan		0	1
4.5 Create an Asset Management Plan for all city property with a value over \$5,000.	Plan Approval		0	1
4.6 Conduct a condensed review of the Water Master Plan.	Council Conversation		0	1
4.7 Determine a policy for water, sewer, storm capital, specifically continuing a pay-as-you-go or changing to a debt financing model.	Council Decision		0	1
4.8 Complete research and recommendation for a utility discount program for residents under 60 years old and in need.	Program Recommended		0	1
4.9 Continue Water Main Replacements as defined by the Water Master Plan.	Miles of pipe replaced		?	?



Goal Five: Engaged Community					
	Goal: <i>Strengthen community relationships through improved communication and engagement to foster a welcoming and accessible community for all.</i>				
	Measurements of Success for the Goal 1. Contacted Keizer elected officials (in-person, phone, email, or web) to express your opinion. 2. Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.) 3. Watched (online or on television) a local public meeting. 4. Volunteered your time to some group/activity in Keizer. 5. Rate the job Keizer government does at welcoming resident involvement. 6. Rate informing residents with issues facing the community. 7. Rate Residents’ connection and engagement with their community.				
Tactics		Measurable Outcome/ Evidence of Success			
		Deliverable	Target Date	Present	Target
5.1 Develop and implement a citywide communications plan (e.g., community e-newsletter, social media policy).					
5.2 Utilize and test innovative engagement tools to receive community feedback.		Engage Platform Attempts		0	4
5.3 Complete website redesign.		New Website		Live	Live and Polished
5.4 Conduct four Town Hall Listening Session annually to educate, inform and listen to the community on important community topics.		Town Hall Sessions		4	0
5.5 Conduct a bi-annual community survey.		Community Survey		0	3
5.6 Develop a training program for volunteers.		Program		0	1
5.7 Identify policy for translation and interpretation services and create a policy for how and when the City contracts for the services.		Plan		1	0



Goal Six: Community Growth				
	Goal: <i>Responsibly plan and invest in community infrastructure and build environment to foster sustainable growth that preserves Keizer's small-town feel</i>			
	Measurements of Success for the Goal 1. How likely are you to remain in Keizer in the next five years? 2. Rate the overall direction Keizer is taking.			
Tactics		Measurable Outcome/ Evidence of Success		
		Deliverable	Target Date	Present Target
6.1 Complete Housing Capacity Analysis.		Report		0 1
6.2 Complete two town Halls and online survey on Urban Growth Boundary options.		Report to Council	January 9, 2026	2 2
6.3 Complete two Town Halls as a housing summit on options. Get community feedback by hosting two dedicated Town Hall listening sessions in 2026 focused on housing availability, housing challenges, opportunities, and policy solutions to guide Keizer's future development.		Town Hall Meetings		0 2
6.4 Finalize and adopt housing production strategy.		Strategy Document		0 1
6.5 Develop a public works facility plan.		Report		0 1
6.6 Conduct a public utilities analysis.		Report		0 1



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Keizer Community Survey

Proposed Motion

I move that the Keizer City Council approve the discretionary questions as presented in the proposed Keizer Community Survey.

or

I move that the Keizer City Council approve the discretionary questions as amended in the proposed Keizer Community Survey.

I. Summary

Keizer is launching a community survey that includes a section the City can customize to address current priorities and issues. The purpose of this discussion is to review and refine the proposed customized portion of the survey.

II. Background

- A. The 2025–2026 budget includes funding for a community survey to measure resident satisfaction with City services. Understanding how customers perceive service delivery is a best practice for both governments and businesses.
- B. Keizer will use The National Community Survey, a research-backed instrument with over 20 years of data. This platform allows us to compare results regionally and nationally against more than 500 communities across the United States. Several Oregon cities, including Beaverton, Tigard, Albany, Corvallis, West Linn, and Wilsonville, also use Polco's survey platform.
- C. Keizer's last community survey, conducted in 2007 by the Council of Governments, lacked robust analysis. In contrast, the Polco survey ensures statistically sound data collection and reporting.
- D. The timing aligns with the first year of the City's strategic plan. Staff recommends conducting the survey every two years, giving elected officials and staff time to

review results, adjust goals, and implement changes before the next measurement.

- E. The survey will use a hybrid approach: a random sample of households will receive a mailed invitation with a QR code for online participation. If no response is received, follow-up mailers will be sent, and eventually, a paper survey with prepaid return postage will be provided. Approximately 2,000 responses are needed for statistical significance.
- F. Residents outside the random sample can participate through an open online survey promoted via social media. These responses will be reported separately but included in Polco's overall analysis.
- G. Additionally, Polco provides an online engagement tool as part of the two-year contract. This feature enables real-time resident input on specific issues, offering multiple opportunities for ongoing public engagement.

III. Current Situation

- A. Staff has already deleted many questions that did not apply to Keizer.
- B. Some customization of questions is allowed in the survey. The purpose of the discussion today is to review the customized questions with you. The draft presented to you is based on current strategic priorities and issues facing the city now. The City Council can take out anything that is currently proposed in the customized section (questions 13-16) or suggest questions that you may prefer. If there are questions to be added, staff can work with Polco to professionally word the questions. The current customized questions are below for your consideration.
 - 1. How important is it to you that the City focus on each of the following (strategic goals)?
 - a. Public Safety
 - b. Transportation & Infrastructure
 - c. Economic & Community Development
 - d. Operational Efficiency and Quality of Service
 - e. Engaged Community
 - f. Community Growth
 - 2. The City currently adds fluoride to the municipal water system and is considering discontinuing this practice. Overall, do you support or oppose continuing fluoride treatment of the City's drinking water?
 - 3. Would you support paying additional taxes or fees to maintain current police staffing levels?
 - 4. Please indicate how much of a source, if at all, you consider each of the following to be for obtaining information about City of Keizer government and its activities, events, and services.
 - a. City website
 - b. K23 television channel

- c. Live Council/board broadcasts
- d. Talking with city officials
- e. Word of mouth
- f. Social Media

IV. **Analysis**

- A. **Strategic Impact** - The community survey will provide baseline data for the City's strategic plan. Over time, we can measure the long-term impact of the City's efforts to improve service delivery.
- B. **Financial** - The 2025-2026 included a budget of \$20,000. Polco has priced down their service to fit within the city's budget.
- C. **Timing** - We would like to send the survey out in late January or early February. Review of the customized section is important to maintain that timeline. Subsequent surveys will be conducted at the same time of the year to have equal measurement intervals and to mitigate any seasonal difference in responses.
- D. **Policy/Legal** - We are seeking the City Council's input on the customized questions.

V. **Alternatives**

- A. Approve the customized questions as recommended.
- B. Approve the customized questions as amended.

VI. **Recommendation**

Staff recommends approval of the customized questions with any amendments desired by the Keizer City Council.

Attachments

- 1. The NCS Instrument 2026 D4

“Agenda Management Services are being supported, in whole or in part, by federal award number 21.019 awarded to City of Keizer by the U.S. Department of the Treasury.”

The City of Keizer 2026 Community Survey

Please complete this survey if you are an adult (age 18 or older). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Keizer.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Keizer as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Keizer as a place to raise children	1	2	3	4	5
Keizer as a place to work.....	1	2	3	4	5
Keizer as a place to visit.....	1	2	3	4	5
Keizer as a place to retire.....	1	2	3	4	5
The overall quality of life in Keizer	1	2	3	4	5
Sense of community	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Keizer as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of Keizer	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Keizer.....	1	2	3	4	5
Overall design or layout of Keizer's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Keizer	1	2	3	4	5
(water, sewer, storm water, electric/gas, broadband)	1	2	3	4	5
Overall feeling of safety in Keizer	1	2	3	4	5
Overall quality of natural environment in Keizer.....	1	2	3	4	5
Overall quality of parks and recreation opportunities.....	1	2	3	4	5
Overall health and wellness opportunities in Keizer.....	1	2	3	4	5
Overall opportunities for education, culture, and the arts	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Somewhat unlikely</u>	<u>Very unlikely</u>	<u>Don't know</u>
Recommend living in Keizer to someone who asks.....	1	2	3	4	5
Remain in Keizer for the next five years.....	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day	1	2	3	4	5	6
In Keizer's downtown/commercial area during the day.....	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Keizer community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds.....	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.).....	1	2	3	4	5

6. Please rate each of the following in the Keizer community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in Keizer	1	2	3	4	5
Variety of business and service establishments in Keizer	1	2	3	4	5
Vibrancy of downtown/commercial area	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in Keizer	1	2	3	4	5
Overall image or reputation of Keizer	1	2	3	4	5

7. Please also rate each of the following in the Keizer community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets	1	2	3	4	5
Ease of public parking	1	2	3	4	5
Ease of travel by car in Keizer	1	2	3	4	5
Ease of travel by public transportation in Keizer	1	2	3	4	5
Ease of travel by bicycle in Keizer	1	2	3	4	5
Ease of walking in Keizer	1	2	3	4	5
Well-planned residential growth.....	1	2	3	4	5
Well-planned commercial growth.....	1	2	3	4	5
Well-designed neighborhoods.....	1	2	3	4	5
Preservation of the historical or cultural character of the community	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing.....	1	2	3	4	5
Overall quality of new development in Keizer.....	1	2	3	4	5
Overall appearance of Keizer	1	2	3	4	5
Cleanliness of Keizer	1	2	3	4	5
Water resources (beaches, lakes, ponds, riverways, etc.)	1	2	3	4	5
Air quality	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.)....	1	2	3	4	5
Recreational opportunities	1	2	3	4	5
Availability of affordable quality food	1	2	3	4	5
Availability of affordable quality health care	1	2	3	4	5
Availability of preventive health services.....	1	2	3	4	5
Availability of affordable quality mental health care.....	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts	1	2	3	4	5
Availability of affordable quality childcare/preschool	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride	1	2	3	4	5
Neighborliness of residents in Keizer.....	1	2	3	4	5
Opportunities to participate in social events and activities.....	1	2	3	4	5
Opportunities to attend special events and festivals	1	2	3	4	5
Opportunities to volunteer.....	1	2	3	4	5
Opportunities to participate in community matters.....	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	<u>No</u>	<u>Yes</u>
Contacted the City of Keizer (in-person, phone, email, or web) for help or information	1	2
Contacted Keizer elected officials (in-person, phone, email, or web) to express your opinion	1	2
Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.)	1	2
Watched (online or on television) a local public meeting	1	2
Volunteered your time to some group/activity in Keizer.....	1	2
Campaigned or advocated for a local issue, cause, or candidate	1	2
Voted in your most recent local election.....	1	2
Used bus, rail, subway, or other public transportation instead of driving.....	1	2
Carpooled with other adults or children instead of driving alone.....	1	2
Walked or biked instead of driving.....	1	2

The City of Keizer 2026 Community Survey

9. Please rate the quality of each of the following services in Keizer.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Public information services	1	2	3	4	5
Economic development.....	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Street repair.....	1	2	3	4	5
Street cleaning	1	2	3	4	5
Street lighting.....	1	2	3	4	5
Snow removal.....	1	2	3	4	5
Sidewalk maintenance.....	1	2	3	4	5
Bus or transit services	1	2	3	4	5
Land use, planning, and zoning	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Affordable high-speed internet access	1	2	3	4	5
Garbage collection.....	1	2	3	4	5
Drinking water.....	1	2	3	4	5
Sewer services	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.)	1	2	3	4	5
Power (electric and/or gas) utility	1	2	3	4	5
Utility billing	1	2	3	4	5
Police/Sheriff services.....	1	2	3	4	5
Crime prevention.....	1	2	3	4	5
Animal control	1	2	3	4	5
Ambulance or emergency medical services.....	1	2	3	4	5
Fire services.....	1	2	3	4	5
Fire prevention and education	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts).....	1	2	3	4	5
Keizer open space.....	1	2	3	4	5
Recycling	1	2	3	4	5
Yard waste pick-up	1	2	3	4	5
City parks	1	2	3	4	5
Recreation programs or classes	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Health services.....	1	2	3	4	5
Public library services	1	2	3	4	5
Overall customer service by Keizer employees (police, receptionists, planners, etc.)	1	2	3	4	5

10. Please rate the following categories of Keizer government performance.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to Keizer	1	2	3	4	5
The overall direction that Keizer is taking	1	2	3	4	5
The job Keizer government does at welcoming resident involvement.....	1	2	3	4	5
Overall confidence in Keizer government.....	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest	1	2	3	4	5
Being open and transparent to the public	1	2	3	4	5
Informing residents about issues facing the community	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5
Treating residents with respect.....	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The City of Keizer.....	1	2	3	4	5
The Federal Government.....	1	2	3	4	5

12. Please rate how important, if at all, you think it is for the Keizer community to focus on each of the following in the coming two years.

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of Keizer	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Keizer	1	2	3	4
Overall design or layout of Keizer's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4
Overall quality of the utility infrastructure in Keizer (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Keizer	1	2	3	4
Overall quality of natural environment in Keizer	1	2	3	4
Overall quality of parks and recreation opportunities	1	2	3	4
Overall health and wellness opportunities in Keizer	1	2	3	4
Overall opportunities for education, culture, and the arts	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

13. The City is finalizing its strategic priorities for the coming years. How important is it to you that the City focus on each of the following?

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Public Safety (e.g., police, fire, emergency response)	1	2	3	4
Transportation & Infrastructure (e.g., streets, traffic, utilities)	1	2	3	4
Economic & Community Development (e.g., local businesses, jobs, downtown vitality)	1	2	3	4
Operational Efficiency & Quality of Service (e.g., cost-effective services, responsiveness)	1	2	3	4
Engaged Community (e.g., public input, civic participation)	1	2	3	4
Community Growth (e.g., housing, population growth, long-term planning)	1	2	3	4

14. The City currently adds fluoride to the municipal water system and is considering discontinuing this practice. Overall, do you support or oppose continuing fluoride treatment of the City's drinking water?

☐ Strongly support ☐ Somewhat support ☐ Somewhat oppose ☐ Strongly oppose

15. Would you support paying additional taxes or fees to maintain current police staffing levels?

☐ Yes → go to D15a ☐ No ☐ Not sure

15a. If you would support paying more to maintain current police staffing levels, which option would you prefer?

- ☐ An added fee on my City services bill (e.g., water and sewer)
☐ An increase in property taxes
☐ No preference

16. Please indicate how much of a source, if at all, you consider each of the following to be for obtaining information about City of Keizer government and its activities, events, and services.

	<u>Major source</u>	<u>Minor source</u>	<u>Not a source</u>
City website	1	2	3
K23 television channel	1	2	3
Live council/board broadcasts	1	2	3
Talking with city officials	1	2	3
Word-of-mouth	1	2	3
Social media (Facebook, YouTube, Instagram)	1	2	3

The City of Keizer 2026 Community Survey

Our last questions are about you and your household.

Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone	1	2	3	4	5	6
Visit social media sites such as Facebook, X (formerly Twitter), Nextdoor, etc.	1	2	3	4	5	6
Use or check email.....	1	2	3	4	5	6
Share your opinions online	1	2	3	4	5	6
Shop online.....	1	2	3	4	5	6

D2. Please rate your overall health.

☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months?

Do you think the impact will be:

☐ Very positive ☐ Somewhat positive ☐ Neutral ☐ Somewhat negative ☐ Very negative

D4. How many years have you lived in Keizer?

- ☐ Less than 2 years
☐ 2-5 years
☐ 6-10 years
☐ 11-20 years
☐ More than 20 years

D5. Which best describes the building you live in?

- ☐ Single-family detached home
☐ Townhouse or duplex (may share walls but no units above or below you)
☐ Condominium or apartment (have units above or below you)
☐ Mobile home
☐ Other

D6. Do you rent or own your home?

- ☐ Rent
☐ Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

- ☐ Less than \$300 ☐ \$2,500 to \$3,999
☐ \$300 to \$599 ☐ \$4,000 to \$6,999
☐ \$600 to \$999 ☐ \$7,000 to \$9,999
☐ \$1,000 to \$1,499 ☐ \$10,000 or more
☐ \$1,500 to \$2,499

D8. Do any children 17 or under live in your household?

- ☐ No ☐ Yes

D9. Are you or any other members of your household aged 65 or older?

- ☐ No ☐ Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

- ☐ Less than \$25,000 ☐ \$100,000 to \$149,999
☐ \$25,000 to \$49,999 ☐ \$150,000 to \$199,999
☐ \$50,000 to \$74,999 ☐ \$200,000 to \$299,999
☐ \$75,000 to \$99,999 ☐ \$300,000 or more

D11. Are you of Hispanic, Latino/a/x, or Spanish origin?

- ☐ No ☐ Yes

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

- ☐ American Indian or Alaskan Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White
☐ A race not listed

D13. In which category is your age?

- ☐ 18-24 years ☐ 55-64 years
☐ 25-34 years ☐ 65-74 years
☐ 35-44 years ☐ 75 years or older
☐ 45-54 years

D14. What is your gender?

- ☐ Woman
☐ Man
☐ Identify in another way → go to D14a

D14a. If you identify in another way, how would you describe your gender?

- ☐ Agender/I don't identify with any gender
☐ Genderqueer/gender fluid
☐ Non-binary
☐ Transgender man
☐ Transgender woman
☐ Two-spirit
☐ Identify in another way

Thank you!

Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 14050, Houston, TX 77221-9904