

Accessibility and Accommodation Requests

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

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

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, April 20, 2026
6:00 PM

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
 - a. **PROCLAMATION**: Volunteer Recognition Month
 - b. KeizerFEST Update from Keizer Chamber of Commerce
5. **COMMITTEE REPORTS (COMMITTEES, NEIGHBORHOOD ASSOCIATIONS, YOUTH LIAISON)**
 - a. West Keizer Neighborhood Association Annual Report
 - b. Northwest Keizer Neighborhood Association Annual Report
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 March 30, 2026 Work Session Minutes
 - b. Approval of April 6, 2026 Regular Session Minutes
 - c. Approval of April 13, 2026 Work Session Minutes
 - d. **RESOLUTION** - Authorizing Disposition of Unclaimed Found Personal Property
8. **PUBLIC HEARINGS**

- a. **RESOLUTION** - Authorizing City Manager to Sign Purchase and Sale Agreement with John E. Batzer, Trustee of the North Pacific Trust, SM3KZR LLC, and Keizer Petroleum LLC (Keizer Station Area C-1)

9. **ADMINISTRATIVE ACTION**

- a. **RESOLUTION** - Authorizing Chief of Police to Enter Into Intergovernmental Agreements with Salem-Keizer School District 24J (Safety and Support Response Team Officer; and Youth Safety and Support Officer)

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, May 4, 2026 - 6:00 p.m.
City Council Regular Session

Monday, May 11, 2026 - 6:00 p.m.
Budget Committee Meeting

Tuesday, May 12, 2026 - 6:00 p.m.
Budget Committee Meeting

Thursday, May 14, 2026 - 6:00 p.m. - If needed
Budget Committee Meeting

Monday, May 18, 2026 - 6:00 p.m.
City Council Regular Session

14. **ADJOURNMENT**

City of Keizer Mission Statement

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

City of Keizer, Oregon



Proclamation

WHEREAS, the City of Keizer has built a strong community through a foundation of volunteerism; and

WHEREAS, upon incorporation in 1982, the motto was adopted – “Pride, Spirit, and Volunteerism” which describes our way of life; and

WHEREAS, many residents of this community contribute to the well-being and welfare of all our people by giving tirelessly of their time, resources and energy; and

WHEREAS, many volunteers assist the City of Keizer in performing a multitude of duties, often providing services that might otherwise be reduced or non-existent; and

WHEREAS, many of our volunteers serve through city government on City Council, Boards, Commissions, and Task Forces; and

WHEREAS, our City’s greatest resource is our people who are dedicated to the betterment of our community; and

WHEREAS, the City of Keizer values each and every one of our many volunteers and wish to extend our deepest appreciation to all.

NOW, THEREFORE, the Keizer City Council assembled here in Regular Session, does hereby proclaim the month of April 2026 as

VOLUNTEER RECOGNITION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 20th day of April 2026.

*MAYOR CATHY CLARK
City of Keizer, Oregon*



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: West Keizer Neighborhood Association Annual Report

Proposed Motion

I move the City Council accept the report of the West Keizer Neighborhood Association and extend recognition to the West Keizer Neighborhood Association for an additional year.

I. Summary

As outlined in Keizer Code, Section 2-275 and 276, Neighborhood Associations shall make an annual report to the City Council between March 1 and April 30 each year. The report may be made in writing or presented orally.

The report shall include at least the following elements:

1. A listing of all meetings with attendance noted.
2. A brief summary of all issues dealt with by the association.
3. A summary of special association activities outside regular meetings.
4. A report of all efforts to solicit the participation and input of all members of the association.
5. An analysis of the association's success in meeting its responsibilities as outlined in section 2-274(3).
6. An affirmation that the association is in compliance with the neighborhood's bylaws at the time of the annual report.

If the Council finds the association has continued to meet the requirements for recognition as outlined in section 2-274 (attached to this Staff Report), it can, by motion, extend recognition for an additional year.

II. Background

- A. The West Keizer Neighborhood Association has continuously submitted their annual reports and maintained recognition.

III. Current Situation

- A. The West Keizer Neighborhood Association annual report will be presented to the City Council by Rhonda Rich.

IV. Analysis

- A. **Strategic Impact** - Neighborhood Associations play a meaningful role in connecting Keizer residents with city government. They directly support Goal Five of the Strategic Plan: fostering a connected and involved community.
- B. **Financial** - The West Keizer Neighborhood Association is provided funding through the City budget process.
- C. **Timing** - Extending recognition for an additional year will allow the West Keizer Neighborhood Association to continue their mission.
- D. **Policy/Legal** - The presenting of this annual report by the West Keizer Neighborhood Association is in conformance with Keizer Code Section 2-275. If the Council finds that this neighborhood association is meeting the standards set forth in the Keizer Code Section 2-274, then the Council can extend recognition for another year.

V. Alternatives

- A. The Council may accept the report and extend recognition to the West Keizer Neighborhood Association for an additional year.
- B. The Council may choose to not accept the report or extend recognition to the West Keizer Neighborhood Association for an additional year.

VI. Recommendation

Staff recommends the City Council accept the report and extend recognition to the West Keizer Neighborhood Association for an additional year.

Attachments

1. DOC_Neighborhood Association Code - Recognition_03 02 2026
2. WKNA 2025 Annual Report Summary

Sec. 2-274. - Standards for recognition.

The following standards must be met by a neighborhood association seeking and maintaining recognition:

- (1) *Bylaws*. The association shall adopt bylaws that contain the following provisions at a minimum:
 - a. Any person who resides, operates a business, or owns property within the boundary shall be a member with the right to participate and vote.
 - b. Membership or participation shall not be limited based on any protected class under state or federal law.
 - c. There shall be no dues, but voluntary contributions may be solicited.
 - d. The association shall hold an annual general meeting, with the time, date, and place of the meeting widely publicized throughout the neighborhood prior to the meeting. Other general meetings may be held as desired.
 - e. Regular meetings of the association board shall be held at a publicized date, time, and place. All association board meetings shall be open to the public. All members present may vote on issues with the results recorded separately from votes of the association board.
 - f. Minutes shall be taken of all board and general meetings, with the minutes made available to any person so requesting. A copy of the minutes shall be filed with the city recorder.
 - g. The association shall have a board of directors with a president, vice president, and secretary who shall be elected annually by those present at the annual meeting. The association may establish additional elected positions on the board. The board roster, including names and contact information shall be filed with the city recorder. The association shall provide an address to the city for mailing purposes. The board of directors shall fill any officer position vacancies by the third meeting following the vacancy to meet the required three board positions. For additional vacancies, the bylaws must address what is considered timely in filling additional board positions above the minimum three officers.
 - h. A copy of the bylaws shall be reviewed for compliance by the city council upon initial adoption and any amendments made by the neighborhood association.
 - i. The bylaws shall be filed with the city recorder and maintained and updated to reflect amendments by the neighborhood association.
- (2) *Boundary*. The association shall adopt by motion a fixed geographic boundary meeting the following general guidelines:

- a. The neighborhood should generally encompass at least 300 dwelling units or smaller clearly defined areas.
- b. The neighborhood should generally encompass a logical geographic and social area with generally rectangular boundaries and without any gerrymandering.
- c. The neighborhood should generally focus on a single elementary school attendance area.
- d. Neighborhood boundaries should generally follow natural or human-made barriers, such as creeks and arterial streets. When a boundary must follow a local street, it should follow rear property lines rather than divide the neighborhood between houses facing each other.
- e. The boundary should encompass adjacent vacant or underdeveloped land.
- f. The boundary should extend to the city limits.
- g. The boundary should leave no isolated areas or pockets not included in another neighborhood association's boundary.
- h. The council shall have the final determination of a neighborhood's boundary and is not necessarily bound to the above guidelines. This determination shall be reflected in the resolution of recognition.

(3) *Responsibilities.* The following responsibilities must be assumed and carried out by a neighborhood association:

- a. The association must strive to accurately represent the best interest of its members when expressing neighborhood opinion, recommendations, and concerns before any public body.
- b. The association solicits the participation or input of all members through newsletters, media coverage, personal contact, flyer distribution, and social media. Associations must maintain an active and up-to-date online presence that adheres to city council social media standards. All official webpages shall maintain at least three administrators having access to the site and its contents.
- c. The association must actively engage with city government through participation, input, and recommendations on issues brought to it by the city or initiated by the neighborhood itself.
- d. The association must hold regular board and general meetings, with timely, appropriate notification to members. The association must maintain at least a minimum attendance of three members at regular, general meetings.
- e. The association must strive to improve the livability of the neighborhood and of the community as a whole through education, activities, projects, and participation.
- f.

The association must attend an annual joint session with the city council on a date set by the city.
(Ord. No. 2024-875, § 5, 5-20-2024; Ord. No. 2025-891, § 1(Exh. A), 5-5-2025)

Sec. 2-275. - Maintaining recognition—Annual report.

A recognized neighborhood association shall make an annual report to the city council at a council meeting between March 1 and April 30 each year. This report may be in writing (with a ten page maximum) or presented orally. A written report is preferred. The report shall include at least the following elements:

- (1) A listing of all meetings with attendance noted.
- (2) A brief summary of all issues dealt with by the association.
- (3) A summary of special association activities outside regular meetings.
- (4) A report of all efforts to solicit the participation and input of all members of the association.
- (5) An analysis of the association's success in meeting its responsibilities as outlined in section 2-274(3).
- (6) An affirmation that the association is in compliance with the neighborhood's bylaws at the time of the annual report.

(Ord. No. 2024-875, § 6, 5-20-2024; Ord. No. 2025-891, § 1(Exh. A), 5-5-2025)

Sec. 2-276. - Maintaining recognition—Council action.

If the council finds the association has continued to meet the requirements for recognition as outlined in section 2-274, it can, by motion, extend recognition for an additional year.

(Ord. No. 2024-875, § 7, 5-20-2024)

**2025 Annual Association Report for
West Keizer Neighborhood Association
Summary**

Elections were held at the 2025 WKNA Annual Meeting in January.
(Years served on the WKNA Board of Directors)

Rhonda Rich, President (20 years)

Robb Witters, Vice President (5 years)

Carolyn Homan, Secretary (13 years)

Directors: Art Mauer (14 years), Carol Phipps (7 years),
Kris Adams (5 years), Brenda Lamb (2 years)

Board member assignments to Keizer committees & responsibilities as follows: Parks Advisory Board-Carol , Planning Commission- Robb, Traffic Safety Bikeways/Pedestrian Committee- Brenda, Keizer United- Kris & Rhonda, Cummings School PTA- Kris & Rhonda, WKNA Little Library- Kris

Gary Blake was recognized for his service to WKNA in May (17 years - 2 years as President) with a plaque and cake. Gary was known for being the “Caretaker of Palma Ciega Park”.

A memorial plaque designed by Carol Doerfler’s husband, Martin was mounted on a bench overlooking the river at Palma Ciega Park in July. Carol, a long-time member and former WKNA president was instrumental in preserving this small West Keizer Park on the Willamette River.

General Meetings held on the 2nd Thursday at 7pm of each month at the Keizer Event Center except for June, July, August and Dec.

Thank you to City Councilors Shaney Starr & Kyle Juran, WKNA liaisons for sharing up to date information on Keizer’s governmental decisions and inviting our members to become involved.

Thank you to Lily Von & Jon Holtorff for always providing an inviting space for our meetings.

Thank you to all of the speakers mentioned who gave their time to come to our meetings, share information and answer questions.

January 9th – (17 attendees) WKNA General meeting, Keizer Police Chief Andrew Copeland, guest speaker. Board elections held.

February 13th – WKNA General meeting cancelled by ice storm

March 13th – (45-50 attendees) WKNA General meeting – Joint session of all Keizer Neighborhood Associations for Mayor’s State of the City address by Mayor Cathy Clark.

Rhonda presented a plaque honoring Copper Creek Mercantile for ongoing support as sponsor of a food collection barrel organized by WKNA to benefit Keizer Community Food Bank. **Accepting the award on behalf of Copper Creek was Steve Weadick, long-time CCM employee. Since 2020, 10,441 pounds of food and \$2,834 have been collected at the site.**

April 10th -(21 attendees) WKNA General – Chief Hector Blanco and Deputy Fire Marshall Anne-Marie Storms on Community Risk Response program and wild fire protection and preparation; Fire Board candidates Colleen Busch and Corri Johnson; and Francisco Saldivar on the Chemeketa Community College bond issue.

May 8th –(38 attendees) WKNA General meeting. City Manager Adam Brown speaks on plans to amend Parks Master Plan to accommodate a pavilion project. Keizer Community Library representatives Mayra Rosales, Library Board member, and Spanish Outreach Coordinator Maribel Monroy present information on the Spanish outreach efforts.

June 5th- (17 attendees) Special meeting for information on NNO. Lt. Hein urges hosts to register at the the KPD website. Jennifer Palanuk, Keizer United, encourages people to register and receive a bucket of supplies for their neighborhood party. Cathy Heald from the local CERT

and Corinne Hines, AmeriCorps volunteer with Cascades Region of American Red Cross shared information.

No general meetings in July and August.

Sept. 11th –(27 attendees) General meeting with Detroit Mayor Jim Trett as guest speaker to talk about the planned drawdown of Detroit Reservoir, the future of the Detroit Lake Recreation Area and rebuilding in the area after the devastating 2020 wildfires

Oct. 9th – (16 attendees) WKNA General meeting; guest speaker is Shane Witham, City Planning Director. Updates on various current and planned developments were provided and Councilor Starr brought attendees up to date on the KRP pavilion project.

Nov. 13th - (24 attendees) WKNA General meeting. Stacey Perry, Environmental Education Coordinator for the City of Keizer talked about protecting our local waterways and groundwater. Matt Lawyer, chair of the City’s Parks Advisory Board, discusses the pavilion project at KRP, along with City Councilors Lore Christopher and Kyle Juran and Council President Shaney Starr.. A decision was made to continue outreach at a Town Hall meeting in 2026.

Publicity thru WKNA email list (**420 subscribers**),www.westkeizerna.org, City of Keizer website, Chamber of Commerce on line calendar, Keizertimes (weekly under “Recurring Events”), Facebook (**429 followers**).

The WKNA website manager is Barbara Smith Henke. Administrators are Rhonda, Robb, Carolyn and Carol.

Yard signs are posted the weekend before our meetings thanks to Art Mauer and Dennis Phipps.

Facebook is managed by Carolyn Homan.

“WKNA Today” newsletter- emailed & posted on website
Published three times a year: April, August and December
Committee members are Robb Witters, Carolyn Homan, Carol Phipps
& Rhonda Rich

Informational flyers, brochures and newsletters are provided in brochure boxes at West Keizer parks, Cummings school, Keizer Chamber of Commerce & City Hall , Keizertimes office and Keizer Heritage Center.

Keizertimes - appreciate their partnership -advertised in 4 editions.

Keizer Chamber of Commerce - Visitor Guide & Business Directory

WKNA Little Library at Rafael St. and Shoreline - bookmarks

Outreach is also accomplished through Special Activities:

Cummings Elementary School

Teacher Appreciation week
School Grounds Beautification
Back to School Night
Cummings Neighborhood Family Council -
three family fun events, January, July & October

Community

Joint NA meeting: State of the City
Keizer Fire Dept. Open House
National Night Out
Keizer United meetings
Food Barrels at BiMart & Copper Creek Mercantile
Soggy Day in the Park
Trashy Tuesday
Keizer Rapids Park Annual bird walk - Salem Audubon Society
Big Toy Paint Project

Issues addressed by WKNA:

Pedestrian Flag Pilot Program

Flags and holders were placed on each side of Chemawa Rd. N. at the crosswalk leading to Keizer Rapids Park to enhance pedestrian visibility as they cross Chemawa. The program was led by Brenda Lamb, the Traffic Safety/Bikeways/Pedestrian Committee Vice-Chair and WKNA Board member. Robb Witters presented an application from WKNA to the TSBP committee which was accepted. Pedestrians could send comments using a QR code. Responses received were all positive.

Pavilion Concept /amendment to Keizer Rapids Park Master Plan

Discussions began at WKNA meetings in February to inform members of the proposal of a pavilion/indoor recreational facility to be added back into the KRP master plan. Information was shared and continued discussions were held at the May and November meetings. WKNA supported getting more citizen input on the proposal. Board members attended a town hall meeting scheduled by the City in early 2026 to reach out to more people. Discussions with the Parks Board are ongoing. A recommendation will be sent to City Council.

Speeding on Manbrin Dr. N./Speed Limit sign installed

Residents on Manbrin Dr. brought to WKNA their concerns about speeding on Manbrin Dr. west of River Rd. They subsequently testified at the Traffic Safety/Bikeways/Pedestrian Committee in May. In support, the WKNA initiated a traffic study through the Neighborhood Traffic Management Program. A condensed study was performed by the Keizer Police. The study concluded that there was not a speeding problem. Residents persisted and asked for a 25 mph Speed Limit sign to be installed at the corner of Manbrin and Rowan. The City Council approved the request.

Lighting schedule at Keizer Rapids Park Community Fields

Following concerns about the amount of noise from games and other activities going late into the night, residents testified at Parks Board meetings to ask for lights to be off at 9:00pm. Park rules were amended that programming/games shall be completed by 9:00 p.m. and the lighting shall be dimmed at 9:00 p.m. and the fields will be closed at 9:30 p.m.

Special Event Notification to neighbors of Keizer Rapids Park Turf Fields

Complaints received from neighbors east of the turf fields following filming of a Nike ad at the park. Nike shot the ad at night, which required very bright lights that shone east into the adjoining neighborhood. Residents weren't notified until the morning of the activity and also were not made aware large flood lights necessary for the night shooting would be directed right at houses east of the park, causing sleep disruption. WKNA Board members subsequently met with the City Manager to discuss using an existing "alert" system to notify neighbors of "unusual" park activities in the future. Neighbors were notified to use a QR code to sign up for alerts.

Supporting our Community

WKNA strives to be involved in projects to make the neighborhood's 5 parks more accessible and attractive for park users, thus discouraging homeless camps and illicit activity such as graffiti. Board member liaisons frequently monitor park conditions and maintain brochure boxes as a permanent presence in the parks.

We advocate for the welfare for our children through the Neighborhood Family Council at Cummings School through CBEL and the PTA.

We aid in alleviating food insecurity in our community through the management of Food Barrels at Copper Creek Mercantile and BiMart.

1,449 lbs. from BiMart
2,069 lbs. + \$1,010 from Copper Creek Mercantile

3,518 lbs. + \$1.010

We encourage emergency preparedness through our support of KFD activities and programs.

The WKNA will continue this year with activities that support our purpose for existing as stated in our bylaws and our mission statement.

We want to thank the City Council for your support from the General Fund Budget and use of the Civic Center meeting room.

We request that you extend recognition for the WKNA for the year 2026.

Submitted by:
Rhonda Rich, WKNA President
Carolyn Homan, WKNA Secretary

2026 WKNA Board Members

<i>Rhonda Rich, President</i>	rhondarich9@aol.com
<i>Mandi Hansen, Vice President</i>	mandi.j.hansen@gmail.com
<i>Carolyn Homan, Secretary</i>	willie88car@gmail.com
<i>Art Mauer, Director</i>	
<i>Carol Phipps, Director</i>	
<i>Kris Adams, Director</i>	
<i>Brenda Lamb, Director</i>	

Please see the addendum to the 2025 WKNA Annual Report for more details regarding meetings, activities and issues.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Northwest Keizer Neighborhood Association Annual Report

Proposed Motion

I move the City Council accept the report of the Northwest Keizer Neighborhood Association and extend recognition to the Northwest Keizer Neighborhood Association for an additional year.

I. Summary

As outlined in Keizer Code, Section 2-275 and 276, Neighborhood Associations shall make an annual report to the City Council between March 1 and April 30 each year. The report may be made in writing or presented orally.

The report shall include at least the following elements:

1. A listing of all meetings with attendance noted.
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5. An analysis of the association's success in meeting its responsibilities as outlined in section 2-274(3).
6. An affirmation that the association is in compliance with the neighborhood's bylaws at the time of the annual report.

If the Council finds the association has continued to meet the requirements for recognition as outlined in section 2-274 (attached to this Staff Report), it can, by motion, extend recognition for an additional year.

II. Background

- A. The Northwest Keizer Neighborhood Association has continuously submitted their annual reports and maintained recognition.

III. Current Situation

- A. The Northwest Keizer Neighborhood Association annual report will be presented to the City Council by Tammy Saldivar and Griffin Walker.

IV. Analysis

- A. **Strategic Impact** - Neighborhood Associations play a meaningful role in connecting Keizer residents with city government. They directly support Goal Five of the Strategic Plan: fostering a connected and involved community.
- B. **Financial** - The Northwest Keizer Neighborhood Association is provided funding through the City budget process.
- C. **Timing** - Extending recognition for an additional year will allow the Northwest Keizer Neighborhood Association to continue their mission.
- D. **Policy/Legal** - The presenting of this annual report by the Northwest Keizer Neighborhood Association is in conformance with Keizer Code Section 2-275. If the Council finds that this neighborhood association is meeting the standards set forth in the Keizer Code Section 2-274, then the Council can extend recognition for another year.

V. Alternatives

- A. The Council may accept the report and extend recognition to the Northwest Keizer Neighborhood Association for an additional year.
- B. The Council may choose to not accept the report or extend recognition to the Northwest Keizer Neighborhood Association for an additional year.

VI. Recommendation

Staff recommends the City Council accept the report and extend recognition to the Northwest Keizer Neighborhood Association for an additional year.

Attachments

1. DOC_Neighborhood Association Code - Recognition_03 02 2026
2. NWKNA Annual Report 2025-2026

Sec. 2-274. - Standards for recognition.

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 - d. The association shall hold an annual general meeting, with the time, date, and place of the meeting widely publicized throughout the neighborhood prior to the meeting. Other general meetings may be held as desired.
 - e. Regular meetings of the association board shall be held at a publicized date, time, and place. All association board meetings shall be open to the public. All members present may vote on issues with the results recorded separately from votes of the association board.
 - f. Minutes shall be taken of all board and general meetings, with the minutes made available to any person so requesting. A copy of the minutes shall be filed with the city recorder.
 - g. The association shall have a board of directors with a president, vice president, and secretary who shall be elected annually by those present at the annual meeting. The association may establish additional elected positions on the board. The board roster, including names and contact information shall be filed with the city recorder. The association shall provide an address to the city for mailing purposes. The board of directors shall fill any officer position vacancies by the third meeting following the vacancy to meet the required three board positions. For additional vacancies, the bylaws must address what is considered timely in filling additional board positions above the minimum three officers.
 - h. A copy of the bylaws shall be reviewed for compliance by the city council upon initial adoption and any amendments made by the neighborhood association.
 - i. The bylaws shall be filed with the city recorder and maintained and updated to reflect amendments by the neighborhood association.
- (2) *Boundary*. The association shall adopt by motion a fixed geographic boundary meeting the following general guidelines:

- a. The neighborhood should generally encompass at least 300 dwelling units or smaller clearly defined areas.
- b. The neighborhood should generally encompass a logical geographic and social area with generally rectangular boundaries and without any gerrymandering.
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- f.

The association must attend an annual joint session with the city council on a date set by the city.
(Ord. No. 2024-875, § 5, 5-20-2024; Ord. No. 2025-891, § 1(Exh. A), 5-5-2025)

Sec. 2-275. - Maintaining recognition—Annual report.

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Sec. 2-276. - Maintaining recognition—Council action.

If the council finds the association has continued to meet the requirements for recognition as outlined in section 2-274, it can, by motion, extend recognition for an additional year.

(Ord. No. 2024-875, § 7, 5-20-2024)



Northwest Keizer Neighborhood Association

Annual Report 2025-2026

Keizer City Council – April 20, 2025

Madam Mayor, Council President Starr, Keizer City Councilors – We are the Northwest Keizer Neighborhood Association (NWKNA)

The NWKNA development began in March 2022 with the first three Board members. We now have a Board of six members – three officers and three members-at-large, with one Board opening. We have an election for our Board members during our April meeting.

Our bylaws have been reviewed and updated this year to allow board members to own property in the boundaries, rather than needing the primary residence to be within the boundaries, and to allow business owners to be a part of the Board. The NWKNA Board affirms that we are in compliance with both our old bylaws and our 2026 bylaws revision.

Our annual report was last submitted to the City of Keizer in April 2025.

Our General Meetings are on the 3rd Wednesday at 7 pm each month at the Keizer Event Center. As required by our bylaws, our General Meeting agendas are posted on the NWKNA and City of Keizer websites with our meetings open to the public.

We have averaged 10 neighbors and others in attendance at each of the General Meetings. The NWKNA Secretary has maintained the sign-in roster for all our General Meetings and meeting counts are included later in this Annual Report.

Our Board Meetings are held at the REC Grange and the Keizer Event Center. Meeting times are posted on the NWKNA website and our Board Meetings are open to the public.

Our General Meetings have included Officer Powell from the Keizer Police Dept and Stacey Perry from the City of Keizer. Businesses in Keizer have also attended our meeting. Robin from the Keizer Times gave us a history of the publication. Jonathan Thompson spoke about the Chamber. Kevin Dial from Valor Mentoring shared the goals of his organization. Jennifer Palanuk from Keizer United invited folks to attend their meetings and informed us on what the organization does in the community. Claudia Mendoza from Keizer Elementary talked about student needs. We have donation boxes for both Simonka Place and the Keizer Food Bank at every meeting.

We have had dialogs and responded on traffic issues, sidewalk issues, graffiti, City budget, and new developments within our boundary with our residents and the City of Keizer. One neighborhood couple informed us of a missing curb cut in the sidewalk, making accessibility a struggle to get to Keizer Rapids Park. We brought this to the attention of Public Works who has scheduled it to be addressed in the spring.

NWKNA worked with Keizer Elementary and its Parent -Teacher Committee along with other Keizer organizations to hold Community Resource and Bike Skills events. We worked with Claudia Mendoza (Community School Outreach Coordinator) and Jason Gundlach (Principal) at Keizer Elementary School to set up a donation wishlist called “Mendoza’s Care and Connect Closet” to support students in need. This includes outreach on our website (northwestkeizer.org/keizerelementary) and physical flyers in both English and Spanish.

We have worked with Keizer Code Enforcement and the McNary JrROTC program on a regular basis to set up the Community Graffiti Program. This program hosts monthly cleanup sessions, weather-pending.

NWKNA hosted a National Night-Out event on Lacey St. in 2025 and is planning to do it again in 2026.

Our focus in 2025-2026 has been on improving our outreach to our neighborhood and community through the NWKNA and City of Keizer websites and other social media.

Outreach Efforts

The NWKNA website continues to be our primary outreach tool. The site features upcoming meeting information, general and board meeting notes, a community event listing, a local business listing, links to tools on the city’s website, neighborhood photos, and a contact form to get in touch with the NA board. The site has also been designed to be mobile-friendly. We audited the site this year and made updates throughout to make it more user-friendly.

We have analytics running behind the scenes of the website. We’ve had 783 total users and 1,561 views of the site from March 2025 to February 2026, showing a decent amount of returning users and a traffic increase of approximately. This is a 56% increase in total users and a 67% increase in views compared to last year. While our homepage shows the most traffic, both our “Meetings” page, “Contact” page, and “About” page are also well trafficked. We recently added messaging on the site to solicit feedback on how we make our meetings more valuable to our neighborhood.

We have a catch-all email address of info@northwestkeizer.org that sends any incoming emails to all board members, including the contact form on the site.

This year we continued our use of printed banners, flyers, T-shirts, yard signs, door hangers and business cards. All of these materials contain unique QR codes to our website so that we can track which printed materials are resulting in additional website traffic. Group outreach with the other Keizer Neighborhood Associations included a banner at Keizer Rapids Park and ads in the Keizertimes and Chamber publication. We created the design for the banner in Keizer Rapids Park and the ad in the Chamber publication.

On the social media front, we continue to use our Facebook page to regularly post upcoming meetings to local Keizer Facebook groups. We also post upcoming meetings to Nextdoor.

In working with the City Recorder, all our meeting announcements/agendas, General and Board minutes are posted on both our website and that of the City of Keizer’s.

Time, expertise and resources for the design and development of the NWKNA website continue to be donated by board member Griffin Walker, including ongoing web hosting and security updates. For 2025-2026, there’s been an approximate donation of \$3500 worth of services, including graphic design of outreach materials and updates and improvements to the website.

Future Efforts

We will be participating in National Night Out this summer and continuing to guide the Community Graffiti Program. We will also be moving forward with attempting to be the first neighborhood in Keizer to feature street art, partnering with McNary High School, Keizer Public Works and the Keizer Art Commission.

Thank you so much for the City Council and City Staff's support for our Neighborhood Association this past year and for the support in the future.

Griffin Walker and Tammy Saldivar

President and Vice President NWKNA

Meeting Attendance

- April 2025 - 9 attendees
- May 2025 - 11 attendees
- Sept 2025 - 9 attendees
- October 2025 - 10 attendees
- November 2025 - 11 attendees
- December 2025 - 9 attendees
- January 2026 - 11 attendees
- February 2026 - 10 attendees

See <https://northwestkeizer.org/meetings/> for a full list of meetings.



MINUTES
KEIZER CITY COUNCIL
Monday, March 30, 2026
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 6:06 p.m. Mayor Clark announced that there was not a quorum of the Community Diversity Engagement Committee, so the meeting would only be a Work Session of the City Council.

ROLL CALL

Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Council Vice
President
Kyle Juran, Councilor
Marlene Parsons, Councilor
Lore Christopher, Councilor

Absent:

Daniel Kohler, Councilor

Staff:

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

CDEC ACCOMPLISHMENTS AND GOALS

a. 2025 Accomplishments and 2026 Goals

It was noted that the following Community Diversity Engagement Committee (CDEC) members were in attendance: Chair Tammy Kunz, Vice Chair Fausto Ramos, Member Robin Barney.

Mayor Clark noted that all of the CDEC members were new members in 2025.

Chair Kunz reviewed the list of accomplishments in 2025.

There was a question about who determines the guest speakers and if it was a committee decision.

It was noted that each committee member was assigned to find a guest speaker for the various proclamation presentations.

The "Key Findings and Recommendations" prepared by Raymond White would be provided to the CDEC members.

There was discussion about interpreting services, the Americans with Disabilities Act (ADA) requirements, related to American Sign Language (ASL) interpretation.

City Manager Adam Brown commented that broadcasting services were over \$100,000 per year, and Public Educational and Governmental (PEG) funds in the future would no longer be able to be used for operations. Staff was looking into an autonomous system that would help provide a more inclusive system and be more cost-effective.

Chair Kunz commented about knowing the various languages the community speaks and providing translated material. There was a discussion about being mindful of the staff time being used for special requests.

There were comments about having the CDEC review particular programs, such as their review of the Pilot Pedestrian Flag Program. Mr. Brown provided an overview of the Pedestrian Flag Program, noting that it would be coming before the City Council. There was a question about how it was known that the program was a success.

Gratitude was expressed to the CDEC for the work they were able to accomplish.

There was a plan to complete three off-site meetings in 2026.

McNary students would be helping with the Volunteer Training Video. It was noted that the Script would be provided to the Council, and there was a suggestion to have a review of the video before the end of the school year in case of any edits needed.

The Rack Cards were ready to be printed. There were suggestions to bring them to the Chamber of Commerce, Cultural Center, the Rec: Grange, and other high-traffic areas. Members of the committee would hand them out at events and as they were out and about.

There was a question about how the committee would be encouraging neighborhood participation and committee member presence at neighborhood events. There would be additional conversation at a CDEC meeting.

Discussion ensued regarding the postponement of All Nations Day. The City Council expressed their interest in having the event on October 12 — Columbus/ Indigenous Peoples Day. The CDEC would look at workable dates and report back on a date for All Nations Day.

There was a question about what information they would be gathering related to Community Outreach and Listening. There was a suggestion for an action plan to be included in the initiative, as well as a measurement.

Neighborhood Associations would be added to the initiative "Inter-Committee Collaboration."

There was a suggestion to be more detailed in the monthly committee reports.

There was agreement for the CDEC and Council to meet annually.

There was support for the 2026 Planned Goals of the CDEC.

ADJOURNMENT

Mayor Clark adjourned the meeting at 7:16 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____



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

CALL TO ORDER

Mayor Clark called the meeting to order at 6:02 p.m.

ROLL CALL

Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Soraida Cross, Council Vice
President
Kyle Juran, Councilor
Daniel Kohler, Councilor
Marlene Parsons, Councilor
Lore Christopher, Councilor
Felicia Guptill, Youth Councilor

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Joseph Lindsay, City Attorney
Keare Blaylock, Public Works Director
Andrew Copeland, Police Chief
Garrett Klever, Human Resources
Director
Melissa Bisset, City Recorder

Absent:

Shaney Starr, Council President

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

- a. **Discussion regarding deeming it important that Council President Starr 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 Council President Starr appear electronically and be considered "in attendance" pursuant to Council Rules of Procedure Section 3.10 - Attendance Duty. It was noted that Council President Starr was currently not present; however, by taking action on the matter, she would be able to attend electronically if she were able to connect.

Councilor Kohler moved to deem it important that Council President Starr appear electronically and be considered "in attendance" (Council Rules of Procedure Section 3.10 - Attendance Duty)

Councilor Cross seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Starr (1)

b. PROCLAMATION: Child Abuse Prevention Month

Peter Carrillo, Director of Prevention, Development, and Community Engagement for Liberty House Children's Advocacy Center, shared about Child Abuse Prevention Month.

Mayor Clark read the Proclamation recognizing April as Child Abuse Prevention Month. Mayor Clark presented the proclamation to Mr. Carrillo.

c. Introduction of Police Department K9 Bolt

Officer Webb introduced Bolt, the Police Department's new K9. It was noted that there was a partnership with Marion County with the K9s.

COMMITTEE REPORTS

a. Greater Northeast Keizer Neighborhood Association Annual Report

Tammy Kunz, President, and Jacqueline Green, Vice President, of the Greater Northeast Keizer Neighborhood Association (GNEKNA) shared about the work of GNEKNA. There were questions about the numbers in attendance and the demographics cited in the report. Thanks were expressed for their work.

Councilor Kohler moved the City Council accept the report of the Greater Northeast Keizer Neighborhood Association and extend recognition to the Greater Northeast Neighborhood Association for an additional year. Councilor Cross seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Starr (1)

b. Greater Gubser Neighborhood Association Annual Report

Patti Tischer, President and Laura Daniel, Secretary of the Greater Gubser Neighborhood Association, were present to answer questions. Councilor Christopher thanked them for their work with the Keizer Miracle of Lights and National Night Out. There was discussion about expenses and the budgeted amount of funds. Ms. Tischer explained that she is very frugal and uses coupons and discounts. Gratitude was expressed to Ms. Tischer.

Councilor Kohler moved the City Council accept the report of the Greater Gubser Neighborhood Association and extend recognition to the Greater Gubser Neighborhood Association for an additional year. Councilor Cross seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Starr (1)

Trevor Lewis, Multi-Modal Safety Committee, shared that the Committee does a lot of listening. They were preparing for the upcoming Work Session with the City Council in June. He expressed gratitude to the Keizer Community for attending the meetings and sharing their thoughts. There were comments about safety improvements on Verda Lane and future considerations for Wheatland Road. He reminded the community about the upcoming Monster Cookie Ride and KeizerFEST events.

Kim Steen, Keizer Public Arts Commission (KPAC), shared that a winner was chosen for the Holiday Art Contest. They had two new members on the Commission. KPAC was looking at new locations for art in Keizer. It was noted that the winner of the Holiday Art Contest was chosen anonymously. The mural work was temporarily delayed due to health reasons.

Colleen Busch, President of the South East Keizer Neighborhood Association, announced that they recently held their elections.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

Councilor Kohler read the Consent Calendar. Councilor Christopher asked that item d. be removed.

Councilor Kohler moved that the Keizer City Council approve the Consent Calendar, items A through C. Councilor Cross seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Starr (1)

There was a suggestion to add a donation link for Peer Court on the front page of the website.

Councilor Kohler moved that the Keizer City Council approve the Peer Court Dedicated Fund Five Year Review. Councilor Christopher seconded.

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Starr (1)

Sheriff Nick Hunter shared about the Marion County Reentry Initiative.

Roy McClain, Director, Vetcare, Westcare shared about their program and the Annual Red, White and Boots Benefit.

- a. Approval of March 16, 2026 Regular Session Minutes**
- b. Event Center Use Fee Waiver - Marion County Reentry Initiative Breakfast**

- c. **Event Center Fee Waiver - Vetcare, Westcare Oregon - 2nd Annual Red, White and Boots Benefit Gala**
- d. **Peer Court Dedicated Fund Five Year Review**

PUBLIC HEARINGS

- a. **Public Hearing for the Sale of Real Property in Keizer Station Area C1**

Mayor Clark opened the Public Hearing.

City Manager Adam Brown summarized the staff report. Mayor Clark asked if there were any public comments, and there were no public comments. City Attorney Lindsay shared that part of the reason for leaving the public hearing open was that the real property transaction had to be noticed in the newspaper several weeks in advance, which saved the City money and also allowed for the public two opportunities to speak.

Councilor Kohler moved to continue the public hearing on the Keizer Station Area 1 property sale, continuing until April 20th. Councilor Cross seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Starr (1)

With no further testimony, Mayor Clark announced that the public hearing would continue on April 20, 2026.

ADMINISTRATIVE ACTION

- a. **RESOLUTION - Authorizing City Manager to Sign Agreement With Oregon Department of Transportation and City of Salem for Flashing Yellow Arrows at Intersections Along River Road Project**

Public Works Director Keare Blaylock summarized the staff report. She noted that the project may not be complete for approximately two years. Discussion followed regarding the grant funding for the project and the small City contribution.

Councilor Kohler moved to adopt Resolution R2026- Authorizing City Manager to Sign Agreement with Oregon Department of Transportation and City of Salem for Flashing Yellow Arrows at Intersections Along River Road Project. Councilor Cross seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Starr (1)

- b. **RESOLUTION - Authorizing a Temporary Suspension of the Ordinance Prohibiting Street Vendors**

RESOLUTION - Authorizing Temporary Use and Signs Subject to Conditions for KeizerFest

(2026)

City Manager Adam Brown summarized the staff report. Dan Clem, Executive Director, Keizer Chamber of Commerce, shared excitement about KeizerFEST. He expressed his appreciation to Staff and Council for the collaboration.

Councilor Kohler moved to adopt Resolution R2026- Authorizing a Temporary Suspension of the Ordinance Prohibiting Street Vendors. Councilor Cross seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Starr (1)

Councilor Kohler moved to adopt Resolution R2026- Authorizing Temporary Use and Signs Subject to Conditions for KeizerFEST (2026). Councilor Cross seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Starr (1)

City Attorney Lindsay explained that two resolutions were required because they establish the Council's rules, and only the Council has the authority to suspend those rules.

c. Sunset of the Strategic Planning Work Group

City Manager Adam Brown summarized the staff report. Mayor Clark thanked the Work Group for their work on the Strategic Plan.

Councilor Christopher moved to sunset the Keizer Strategic Planning Work Group. Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Starr (1)

d. Volunteer Pedestrian Flag Program

Public Works Director Keare Blaylock summarized the staff report. Brenda Lamb, Multi-Modal Safety Committee and Tammy Saldivar were present to discuss the Program. Ms. Lamb felt that it was a good program and an affordable way to make crossings safer. Ms. Saldivar shared that they were receiving positive feedback at their pilot location. There was a QR code where the City could keep feedback on the Program. The costs of the flags were discussed. Discussion ensued regarding Pedestrian Flag locations.

City Manager Brown explained that the Neighborhood Associations would be managing the Pedestrian Flag Program. In order for a new location to be approved, it would need to go through the Multi-Modal Safety Committee and the City. Start-up fees were approximately \$150.

There was a suggestion on the Application to add that the applicant needed to be a Keizer resident or business.

It was suggested that under Requirements and Sponsor Responsibilities, regarding the safety warning, there should be standardized safety language on the signs or that the City provide the signs. There was a suggestion to have safety orange required for all of the flags. Ms. Blaylock explained that there could be adjustments made to include the safety standardization. There was a request to include the requirement on the application that the location must be a marked crosswalk.

Councilor Juran expressed hesitation about using City staff time on the Program, noting decreasing City funding. There were questions about the amount of staff time that would be required and the frequency of checking the flags. City Manager Brown felt that the staff time required would be minimal. There was a question about including the messaging in English and Spanish.

Councilor Kohler moved that the City Council approve the Multi-Modal Safety Committee's recommendation to allow community members to implement the Pedestrian Flag Program in the public right-of-way with Public Works' approval, as amended. Councilor Parsons seconded.

Mayor Clark commented that with the changes discussed, the motion would include as amended with the four changes:

- Keizer residents or business
- City approved signage
- Standard flag color
- Add marked crosswalk to the application

Councilors Kohler and Parsons accepted the friendly amendment.

There was a suggestion to have the applicant monitor the flag location weekly and for the flags to be in good condition. There were very few locations in the City that would qualify to participate in the program.

Mr. Brown provided some research about Pedestrian Flag programs being effective in keeping people safe.

Councilor Kohler expressed his concern about the City's liability and the perceived thoughts about increased safety. Based on his time on the Traffic Safety Bicycle Pedestrian Committee, how former staff persons didn't support this type of a program, and that there were potential liability issues, he cannot support this program.

Council Vice President Cross felt that there was still a lot of work to be done, such as asking City County Insurance Services more questions.

City Attorney Lindsay explained the potential risk related to the Program.

Chief Copeland said that they were only allowed in crosswalks and felt there should be education around it, and people should not assume that because they are holding a flag, they are safe. He felt that it could help indicate that someone was in the crosswalk.

Michael Welsch, Multi-Modal Safety Committee Member, felt that the program would be effective.

Councilor Kohler expressed his concern for pedestrian safety and the Program.

Mayor Clark and Councilor Christopher expressed their support for the Program. There was a suggestion to review the program in one year.

There was a friendly amendment to include a review of the program in one year. There were no objections to the friendly amendment.

Council Vice President Cross felt that the signs should be in Spanish as well. There was consensus by the Council to have the signage in English and Spanish.

City Attorney Lindsay suggested that adding bilingual language (English and Spanish), stating “for use in crosswalk only,” could help prevent the flags from being used in other locations.

Roll Call Vote was taken. Motion failed as follows:

AYES: Clark, Christopher, and Parsons (3)

NAYS: Kohler, Cross, and Juran (3)

ABSTENTIONS: None (0)

ABSENT: Starr (1)

OTHER BUSINESS

Councilor Cross asked to resign from Greater Northeast Keizer Neighborhood Association as she had a difficult time making the meeting due to other commitments. She noted that Councilor Parsons had done a great job filling in and suggested that she take over the assignment.

Councilor Kohler moved to suspend the rules to take up the matter. Councilor Christopher seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Starr (1)

Councilor Christopher moved to reassign the liaison position for the Greater Northeast Keizer Neighborhood Association to Councilor Parsons. Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Starr (1)

Councilor Cross announced that she was resigning from the Community Diversity Engagement

Committee for the same reasons.

Councilor Kohler moved to suspend the rules to take up the matter. Councilor Christopher seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Starr (1)

Councilor Juran moved to reassign the liaison position on the Community Diversity Engagement Committee to Council President Starr. Councilor Kohler seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Starr (1)

Councilor Christopher requested that the speed limit on Chemawa up to Lockhaven be 30 miles per hour the entire way to be consistent and to review the speed limit studies.

STAFF UPDATES

City Manager Brown reminded the Community to participate in the Community Survey.

Chief Copeland reported that he and Council Vice President Cross attended a fundraiser, and it was similar to tonight's presentation about Vetcare. Chief Copeland, Dan Clem Executive Director from the Keizer Chamber of Commerce, and City Manager Brown would be giving a presentation on a condensed version of the Police Analysis on Thursday at 6:00 p.m. at the Crossroads Community Church.

City Attorney Joseph Lindsay reminded the Council to be neutral about collective bargaining as negotiations were beginning.

COUNCIL MEMBER REPORTS

Mayor Clark and the Councilors each reviewed the events and meetings that they had attended as well as upcoming events.

Council Vice President Cross praised Event Center Manager Lily Von for her presentation about the meeting rooms at the Society of Government Meeting Professionals' annual conference.

AGENDA INPUT

Monday, April 13, 2026 - 6:00 p.m.

City Council Work Session - Neighborhood Associations

Monday, April 13, 2026 - 7:00 p.m.

City Council Executive Session

Monday, April 20, 2026 - 6:00 p.m.

City Council Regular Session

Monday, May 4, 2026 - 6:00 p.m.

City Council Regular Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:26 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____



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

CALL TO ORDER

Mayor Clark called the meeting to order at 6:03 p.m.

ROLL CALL

Roll call was taken as follows:

Present:

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

DISCUSSION

The following Neighborhood Association Representatives were present:

- Patti Tischer, President, Greater Gubser Neighborhood Association (GGNA)
- Laura Daniel, Secretary, GGNA
- Tammy Kunz, President, Greater Northeast Keizer Neighborhood Association (GNEKNA)
- Jacqueline Green, Vice President, GNEKNA
- Griffin Walker, President, North West Keizer Neighborhood Association (NWKNA)
- Tammy Saldivar, Vice President, NWKNA
- Hersch Sangster, Community Liaison NWKNA
- Crista Medrano, Secretary, NWKNA
- Colleen Busch, President, Southeast Neighborhood Association (SEKNA)
- Don Davis, Vice President, SEKNA
- Rhonda Rich, President, West Keizer Neighborhood Association (WKNA)
- Mandi Hansen, Vice President, WKNA

- Carolyn Homan, Secretary, WKNA
- Kris Adams, Board Member, WKNA

a. Neighborhood Associations

Mayor Clark asked the neighborhood associations what they hoped to accomplish during this meeting.

Griffin Walker, President of Northwest Keizer Neighborhood Association (NWKNA), wanted to talk about ways that the City could help advertise Neighborhood Associations.

Rhonda Rich, President of the West Keizer Neighborhood Association (WKNA), was interested in discussing the Budget.

Tammy Kunz, President of the Greater Northeast Keizer Neighborhood Association (GNEKNA), shared that they were doing more outreach this year and were interested in discussing the Budget.

Don Davis, Vice President of Southeast Keizer Neighborhood Association (SEKNA), asked how they could be more involved.

Patti Tischer, President of Greater Gubser Neighborhood Association (GGNA), would like to improve the mapping of the individual Neighborhood Associations and the collective map.

Mayor Clark asked for feedback on the Neighborhood Association Ordinance.

There was a suggestion about potentially moving the joint Annual Neighborhood Association meeting to a different time, as it was a busy time for Budget requests and the Annual Report for the Council. There was discussion about moving the date of the Annual Work Session and potentially moving the timeframe of the Annual Reports.

Discussion ensued regarding the Annual Report being a calendar year, and it was noted that the Ordinance would be clarified to include a calendar year for the time period of the Annual Report. There was a suggestion to have the Annual Reports done between January 1st and the last day of February.

There were comments about the new City website and its capabilities for meeting notice subscriptions. There was a suggestion to add a "notify me" subscription for planning notices as well. The City Attorney would work on updated Code language regarding email subscriptions in Section 2-272.

There was a conversation about the limited amount of mail being received and where it was being delivered.

Discussion ensued regarding the capabilities of the Geographical Information System (GIS). The City would work on gathering numbers related to the number of residences and businesses in the Neighborhood Associations. There was a request for printable PDFs of the Interactive GIS map.

There was a request to provide a template for minutes to the Neighborhood Associations for Americans with Disabilities Act (ADA) accessibility compliance. There was a request to look at the website minutes and make sure that at least the last year was posted on the City website.

It was requested that Section 2-274 (h) be amended to include a regular review of the Bylaws. There was a suggestion to include a review of the Bylaws during the Annual Report every three years. City Attorney Lindsay suggested that templates also be provided for Bylaws and Annual Reports.

There was a request to have a large printed map of the Neighborhood Associations. There was a request to also have a standard paper copy-sized map as well.

There were suggestions for the City to post information about Neighborhood Associations quarterly on the City's social media accounts and provide a link for better exposure. There was a request to have one main calendar for the Neighborhood Associations or to include it in the calendar with all the City Board, Commission, and Committee meetings.

There was a suggestion to change the language on the Council Agendas to include Neighborhood Associations.

There was a request to include Neighborhood Associations meeting notices on the City's social media accounts.

The joint Neighborhood Association Community Fields Banner has received 10 scans since October. There was also a joint ad with the Chamber of Commerce, but it had not gone out yet, as there had been difficulties with the vendor. There had also been advertisements in Keizertimes, and there had been some difficulty. It was noted that Keizertimes was also going all digital.

Advertising options, including flyers, rack cards, direct bulk mailings, neighborhood boxes to distribute information, door hangers, yard signs, and drawings for a raffle, were discussed.

There was a comment that not all the areas in Keizer were covered by a Neighborhood Association.

It was noted that the Budget Committee did not favor separate funding requests from individual Neighborhood Associations and indicated a preference for consolidating those requests into a joint Budget allocation.

There were comments about the great West Keizer Neighborhood Association newsletter. A suggestion was made to capture the audience during National Night Out.

Discussion ensued regarding a citywide mailing, using postcards, that incorporated all the Neighborhood Associations.

National Night Out events in the Neighborhood Associations were discussed.

It was noted that there would be a joint work session of the Multi-Modal Safety Committee to

review the Neighborhood Traffic Management Program.

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:04 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Disposition of Unclaimed Found Personal Property

Proposed Motion

I move that the City Council adopt Resolution R2026-____ Authorizing Disposition of Unclaimed Found Personal Property.

I. Summary

Personal property found by citizens, employees and guests are oftentimes surrendered to the City. The storage space available to the City is full. State law has procedures for unclaimed property that is valued over \$250 and the City has an ordinance for City-owned surplus property, but neither of these procedures address unclaimed found property currently being stored by the City.

II. Background

- A. Personal property that is found by citizens, employees and guests are oftentimes surrendered to the City. If the property is valued at over \$250, it is directed to the police department for handling. Other items are stored at a storage space in city hall.
- B. State law has procedures for unclaimed property that is valued over \$250.
- C. City Ordinance has procedures for City-owned surplus property.
- D. Neither of those procedures address the unclaimed found personal property that is currently being stored by the City.
- E. The City has been storing this unclaimed property since 2018 and the storage space available to store the property is full.

III. Current Situation

- A. The City has been storing unclaimed personal property since 2018. The City is now at a point where the storage space available for storing this property is full. The majority of the unclaimed found personal property currently being stored by the City

is clothing, glasses, cell phones, keys, etc. Staff believes that none of the property stored has a value over \$250.00. Therefore, staff is recommending that the Council authorize disposal of any unclaimed found personal property that was surrendered to the City prior to October 31, 2025 be disposed of in any manner that is reasonable at the City Manager's or designee's discretion. The thought is that items lost over six months ago are not items the owners are likely to still be looking for.

IV. Analysis

- A. **Strategic Impact** - None.
- B. **Financial** - None.
- C. **Timing** - The storage area is full and there is not another place to store these type of items.
- D. **Policy/Legal** - Since state law or City Ordinance has no process for this, it is recommended that Council direct the disposal of the items in open session.

V. Alternatives

- A. Adopt the attached Resolution.
- B. Take no action and the items will not be disposed of.

VI. Recommendation

Staff recommends that the City Council adopt the attached Resolution.

Attachments

1. RES_CC_Authorizing Disposition of Found Property_4 20 2026

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2026-_____

4
5
6 AUTHORIZING DISPOSITION OF UNCLAIMED
7 FOUND PERSONAL PROPERTY
8

9
10 WHEREAS, found personal property is surrendered to the City by citizens and
11 employees;

12 WHEREAS, City has been storing unclaimed found personal property since 2018;

13 WHEREAS, the City has limited storage space available for unclaimed found personal
14 property;

15 WHEREAS, state law has procedures for unclaimed property that is valued at over
16 \$250.00;

17 WHEREAS, Ordinance No. 2008-579 has a procedure for disposal of City-owned
18 surplus property, but does not address unclaimed found personal property;

19 WHEREAS, the majority of the unclaimed found property surrendered to the City is
20 clothing, glasses, cell phones, keys, and other personal property;

21 WHEREAS, City believes that the unclaimed found property surrendered to the City
22 does not have a value over \$250.00;

23 WHEREAS, staff has recommended the disposal of any unclaimed found personal
24 property surrendered to the City prior to October 31, 2025;

25 NOW, THEREFORE,
26

1 BE IT RESOLVED that all unclaimed found personal property surrendered to the City
2 prior to October 31, 2025 shall be disposed of in any manner that is reasonable at the City
3 Manager's or designee's discretion.

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: Public Hearing for the Sale of Real Property in Keizer Station Area C1

Proposed Motion

I move that the Keizer City Council close the public hearing.

and

I move that the Keizer City Council adopt Resolution R2026-____ Authorizing City Manager to Sign Purchase and Sale Agreement with John E. Batzer, Trustee of the North Pacific Trust, SM3KZR LLC, and Keizer Petroleum LLC (Keizer Station Area C-1).

I. Summary

City Council approved the Letter of Intent for property in Keizer Station Area C-1 on February 17, 2026, and the Purchase and Sale Agreement is the next implementing step. Staff noticed the public hearing believing that the purchase and sale agreement would be finalized for the April 6, 2026 meeting. The City Council opened the public hearing on April 6, 2026 and continued the public hearing until the April 20, 2026 meeting.

II. Background

- A. On February 17, 2026, the City Council approved a Letter of Intent for the Keizer Station Area C-1 transaction.
- B. Prior to that meeting, staff advised Council that work on the Purchase and Sale Agreement had already begun and that the Letter of Intent was being presented for Council approval as an initial transaction step.
- C. The Letter of Intent was described on the record as a non-binding document reflecting the parties' intent to proceed in good faith, with the detailed Purchase and Sale Agreement to return to Council for later consideration.

III. Current Situation

- A. State law requires that a public hearing be held prior to the disposal of any real

property. The Council is required to present the general terms and the value of the property and to receive public comment.

- B. The City opened the public hearing on April 6, 2026 and kept it open until April 20, 2026. No additional public comments have been received.
- C. The purchase and sale agreement has been approved by all other parties and can be approved upon closure of the public hearing.

IV. **Analysis**

- A. **Strategic Impact** - The sale of the property supports the city's Economic and Community Development goal in the approved strategic plan. Specifically, it complies with the task to sell city-owned properties in Keizer to pay down PERS liability.
- B. **Financial** - The cost to advertise the public hearing in a newspaper of general circulation in the City is \$150. The purchase and sale agreement is being negotiated in accordance with the letter of intent.

The purchase and sale agreement was restructured to include offsite reimbursement costs and Keizer Station Area C Master Plan assessments into the purchase price. Those amounts will be held in escrow at closing until the time permits are submitted.

Proceeds from the City's portion of the sale will be used to pay back the City Street Fund and Transportation Fund. Approximately \$1 million from the Street Fund was used to purchase the property along Chemawa Road and \$450,000 was used to purchase the property at 5660 McLeod Lane. Any remaining proceeds will go towards the City's PERS unfunded actuarial accrued liability (UAAL).

- C. **Timing** - Conducting a public hearing is required in the sale of publicly owned property. The public hearing should be held and if no questions, it can be closed and the Council can approve the Purchase and Sale Agreement.
- D. **Policy/Legal** - Oregon law generally requires a public hearing before a city sells real property, unless an alternative statutory process applies. The final agreement has been reviewed by the City Attorney for legal sufficiency.

Proof of value is required to be shown. Attached is the executive summary of the appraisal that shows the proof of value for the property.

V. **Alternatives**

- A. Open the public hearing, accept comments, close the public hearing and adopt the attached Resolution.
- B. Open the public hearing, accept comments, close the public hearing and direct staff to amend the Purchase and Sale Agreement.
- C. Do not close the public hearing and adopt the resolution. The public hearing will need to be re-advertised in the local newspaper if the council wants to move forward

with the transaction.

VI. Recommendation

Staff recommends the Keizer City Council hold the public hearing, take testimony, deliberate, close the public hearing and adopt the attached resolution.

Attachments

1. Signed Letter of Intent - US Market - Keizer Petroleum_2 18 2026
2. DOC_Keizer_PBV Appraisal Summary_10 22 2025
3. RES_CC_Purchase and Sale Agreement with Keizer Petroleum_4 20 2026
4. Purchase and Sale Agreement - Lockhaven Road Acquisition - Keizer Petroleum Clean With Exhibit_4 14 2026 - Special Warranty Deed

January 28, 2026

City of Keizer
Keizer, Or 97303

US Market
1311 Lancaster DR NE,
Salem OR 97301

RE: Letter of Intent to Purchase approximately 3.8 acres of land located at 5620-5780 McLeod Ln NE, and 2115-2289 Chemawa Rd NE in Keizer OR

Dear City of Keizer,

This agreement (Letter of Intent) outlines general terms and conditions upon which US Market (the "Buyer") is prepared to enter negotiations with **City of Keizer, North Pacific Trust & SM3KZR LLC** (the "Sellers"). The terms set forth in this letter are not binding. The parties intend to work towards negotiating similar and additional terms in a "Purchase and Sale Agreement" to be signed by all parties.

General Offer Terms

Property: Approximately 3.58 acres of Land (See Exhibit 1) located at 5620-5780 McLeod Ln NE and 2115-2289 Chemawa Rd NE in Keizer OR

Purpose: Develop energy station & food related business uses allowed within the current zone code and master plan.

Offering Price: \$4,600,000

Deposit: \$250,000 Cash in escrow.

Conditions: To be completed by developer, at developer sole expense
❖ Due Dilligence & Feasibility (120 calendar days)

Due Diligence Period: Buyer shall have 120 calendar days from a fully executed Purchase and Sale Agreement to confirm feasibility of the project, review entitlements, complete any reports/studies necessary to evaluate the opportunity and remove conditions to purchase.

Buyer agrees and understands that the City of Keizer's obligations and duties as a municipal government to follow, enforce, and adopt laws and ordinances are necessarily separate and apart from the relationship of the parties created herein, and that any good faith enforcement or adoption of laws or other acts the City of Keizer may take in its role as municipal government shall not be restricted by the fact that the City of Keizer enters into any purchase and sale agreement for real property.

Seller's Obligations: It shall be each respective Sellers' responsibility to deliver their respective Properties free of all liens of any kind and with all property and business taxes current at Closing. Buyer understands that a reimbursement district currently exists and will continue to exist for the Properties along with additional reimbursement costs for offsite transportation improvements and a water tower that become payable when permits are applied for.

ESTIMATED FEES:

Reimbursement fees for Area C1 of Keizer Station include the following:

A reimbursement for infrastructure improvements already made to area C from previous development totals \$497,017 which is due at the time of initial development.

Offsite Transportation Costs for Area C1 is \$62,459.58.
Water Tank in the estimated amount of \$14,168.62

Development fees such as SDCs are owed to the City of Salem and to the City of Keizer.

The current order and master plan requires that a signal be built at McCleod and Chemawa when a fixed number of trips is exceeded by a developer. If the issues revolving around the light are not settled to the satisfaction of all parties then a renegotiation would have to occur with all parties.

Sellers agree to indemnify Buyer from any existing environmental issues that may exist on their respective Properties at Closing. If any environmental issues are discovered in Buyer's Phase 1 report or asbestos survey, Buyer shall provide a copy of the report to the appropriate Seller for Seller's review. That Seller shall be responsible for any further testing and remediation that may be required.

Possession of the Properties shall be delivered to Buyer on the Closing Date in the same condition the Properties existed on the date that Buyer executes a Purchase and Sale Agreement and including any conditions to be performed under these Sellers' Obligations.

Sellers shall deliver the Property free and clear of all other tenancies and parties in possession and free of all hazardous substances.

Non-Binding Effect: This Letter of Intent, except where expressly provided herein, does not represent an offer by US Market to purchase lands from the City of Keizer, North Pacific Trust, and SM3KZR LLC or otherwise participate in any transaction. The Parties intend to enter into a legally binding obligation only pursuant to definitive agreements (a purchase and sale agreement) to be negotiated and executed between the Parties only after a public hearing as required by state law.

Authorization: Each party warrants and represents to the other parties that they have authority to sign this Letter of Intent on behalf of their respective entities.

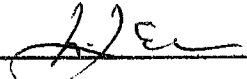
Representation: The City of Keizer is represented by City Attorney, Joseph Lindsay with respect to this Letter of Intent. This LOI shall not be construed as if it had been prepared by one of the parties, but rather as if all parties had prepared it.

Expiration: This Letter of Intent shall expire thirty (30) business days from approval by the Keizer City Council.

Sincerely,

Acknowledged and accepted by:

Buyer:
Keizer Petroleum LLC

By: 

Date: 2/4/26

Seller:
City of Keizer

By: 

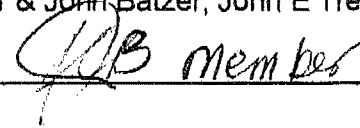
Date: 2/18/2024

SM3KZR LLC

By:  member

Date: 2-03-26

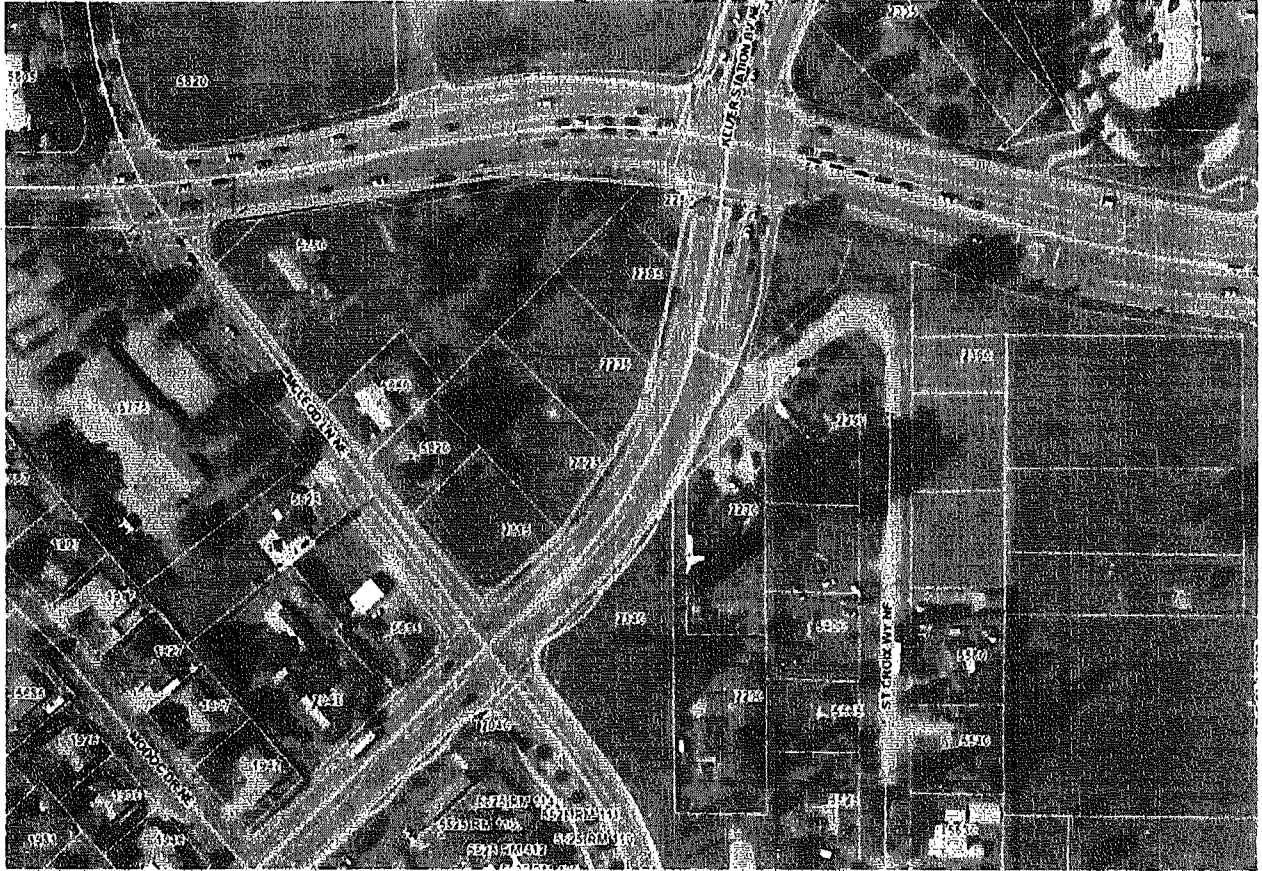
North Pacific Tr & John Batzer, John E Tre

By:  member

Date: 2-03-26

EXHIBIT 1
Subject Property

Eight Parcels totaling approximately 3.58 acres located at
5620-5780 McLeod Ln NE, and 2115-2289 Chemawa Rd NE in Keizer OR





POWELL BANZ
VALUATION

VALUATION SERVICES

Real Estate Appraisal
Consulting
Litigation
Estate Planning
Feasibility Analysis
Rent Surveys

PROPERTY TYPES

Land
Subdivisions
Multi-Family
Single-Family
Industrial
Office
Medical
Retail
Public
Religious
Parks / Open Space
Farms / Agricultural
Specialty

SERVING

Oregon
Washington
Idaho
Northern California

Powell Banz Valuation, LLC

1467 13th Street SE
Salem, Oregon 97302
(503) 371-2403 voice
(503) 371-2613 fax
www.powellbanz.com

**REAL ESTATE
APPRAISAL REPORT**



(Photo 13969-20 taken November 21, 2025)

KEIZER STATION AREA C1

Lockhaven Drive NE, McLeod Lane NE and Chemawa Road NE
Keizer, Oregon 97303

PREPARED FOR

City of Keizer
c/o Adam Brown, ICMA-CM
City Manager
PO Box 21000
Keizer, Oregon 97307

PREPARED BY

Daniel P. Harms, MAI
Jonathan B. Banz, MAI, AI-GRS
PBV File Number: P251349

EFFECTIVE DATE OF VALUE

"As Is" Date of Value: November 21, 2025

POWELL BANZ VALUATION, LLC



December 5, 2025

City of Keizer
c/o Adam Brown, ICMA-CM
City Manager
PO Box 21000
Keizer, Oregon 97307

RE: KEIZER STATION AREA C1
Lockhaven Drive NE, McLeod Lane NE and Chemawa Road NE
Keizer, Oregon 97303

Dear Mr. Brown:

As requested, the captioned properties have been valued using generally accepted appraisal principles and practices. This appraisal report is intended to comply with the development and report requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) and the Appraisal Institute. A copy of the signed professional service agreement is included in the Addenda.

The subject site is 3.58 AC of commercial/mixed use development land that is improved with several dilapidated residences and a dilapidated outbuilding.

It is partially-owned by the City of Keizer, and partially-owned by non-city-entities.

We have performed no services as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this agreement.

Based upon our investigation and analysis of available information, the concluded value under the requested scenario, as of November 21, 2025, was:

"AS IS", FEE SIMPLE, MARKET VALUE SCENARIOS	DATE	VALUE
Entire Subject Property	November 21, 2025	\$4,180,000
City-Owned Subject Property	November 21, 2025	\$2,190,000
Non-City-Owned Subject Property	November 21, 2025	\$2,005,000
Estimated Marketing/Exposure Time		One year per property

The concluded values are predicated upon the extraordinary assumption that the concluded expenditures after sale (derived from City of Keizer estimates) are accurate.

This assumption may have affected the assignment results, and if determined to be false, the concluded values will need to be revisited.

This appraisal is subject to the conditions and comments presented in this report. If any questions arise concerning this report, please contact the undersigned.

Sincerely,

POWELL BANZ VALUATION, LLC



Daniel P. Harms, MAI
OR State Certified General Appraiser
No. C001113
Expiration Date: January 31, 2026



Jonathan B. Banz, MAI, AI-GRS
OR State Certified General Appraiser
No. C000896
Expiration Date: June 30, 2026

JBB: dph
Appraisal Report
P251349

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2026-_____

4
5
6 AUTHORIZING CITY MANAGER TO SIGN PURCHASE AND SALE
7 AGREEMENT WITH JOHN E. BATZER, TRUSTEE OF THE NORTH
8 PACIFIC TRUST, SM3KZR LLC, AND KEIZER PETROLEUM LLC
9 (KEIZER STATION AREA C-1)

10
11
12 WHEREAS, City Council authorized the City Manager to sign a Letter of Intent
13 with John E. Batzer, Trustee of the North Pacific Trust, SM3KZR LLC, and Keizer
14 Petroleum LLC with regard to 3.58 acres of property located at 5620-5780 McLeod Ln
15 NE and 2115-2289 Chemawa Road NE, Keizer, Oregon, commonly known as Keizer
16 Station Area C-1;

17 WHEREAS, the parties have negotiated a Purchase and Sale Agreement;

18 WHEREAS, a notice of hearing as provided in ORS 221.725 was completed and
19 public hearing was opened on April 6, 2026 and continued to and held on April 20,
20 2026;

21 WHEREAS, the City Council enters the findings set forth below:

22 NOW, THEREFORE,

23 BE IT RESOLVED as follows:
24

1 Section 1. PUBLIC HEARING. A public hearing was held before the City Council on
2 April 6, 2026 and April 20, 2026. Notice of such hearing was published concerning the above
3 referenced sale.

4 Section 2. FINDINGS. The notice requirements of ORS 221.725 have been complied
5 with. The nature of the proposed sale and the general terms thereof, including other evidence of
6 the market value of the property have been fully disclosed by the City Council at the public
7 hearing. Any resident of the city has been given an opportunity to present written or oral
8 testimony at the hearing.

9 The property is zoned Commercial Retail and Mixed Use and is developable. The
10 property is not necessary for City use. The subject property is useful to the proposed buyer in
11 that it provides developable ground.

12 Section 3. DECISION TO SELL. Following the public hearing, the City Council voted
13 to sell the subject property to the buyer, on the terms set forth in the attached Purchase and Sale
14 Agreement.

15 Section 4. AUTHORIZATION TO CITY MANAGER. The City Council hereby
16 authorizes the City Manager to enter into the attached Purchase and Sale Agreement and to take
17 all acts necessary to consummate the transaction as contemplated therein.

18 In addition, the City Manager is authorized to enter into amendments to the Agreement
19 as necessary and appropriate, so long as the purchase price is not amended without formal
20 Council approval.

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

Mayor

9

10

City Recorder

11

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is entered into on _____, 2026 (last date of execution), by and between the City of Keizer, an Oregon municipal corporation, John E. Batzer, Trustee of the North Pacific Trust, and SM3KZR LLC (collectively “*Seller*”), and Keizer Petroleum LLC (“*Purchaser*”).

RECITALS

A. Seller owns certain real property located in Keizer, Marion County, Oregon, as more particularly described in Section 1 below (the “*Property*”).

B. Purchaser desires to acquire all the Property from Seller, and Seller is willing to sell and convey all the Property to Purchaser, on and subject to the terms of this Agreement (the “*Agreement*”).

AGREEMENT

1. Purchase and Sale of the Property. Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, on the terms and conditions set forth in this Agreement. The Property consists of:

- (a) The land described in Exhibit “A” attached hereto and all easements, rights, strips, gores, rights-of-way, and any other rights or interests appurtenant thereto.
- (b) All of the improvements currently situated on the Land (the “*Improvements*”);
- (c) All of Seller’s rights (if any) in all of the following intangible property now or hereafter existing with respect to the Property (the “*Intangible Property*”):
 - (1) All plans and specifications, all building permits and other permits pertaining to the construction of the Improvements and all warranties, guaranties and sureties now or hereafter received in connection with the construction of or equipment on the Improvements;
 - (2) All licenses, permits, approvals, certificates of occupancy and franchises relating to the zoning, land use, ownership, operation, occupancy, construction, or maintenance of the Improvements;
 - (3) All service and maintenance contracts and equipment leases in connection with or used by the Seller in the operation of the Improvements.

2. Purchase Price. The total purchase price for the Property is \$5,200,000.00. The breakdown after closing and reimbursement escrow costs is as follows:

City of Keizer	\$2,274,663 (50.5%)
North Pacific Trust	\$265,751.71(5.9%)
SM3KZR	\$1,963,867.46 (43.6%)

3. Earnest Money Deposit. Within three business days of the execution of this Agreement by all parties (herein referred to as the “*Effective Date*”), Purchaser shall deliver to First

American Title Company of Oregon (the “*Escrow Agent*”) in Salem, Oregon a cash sum in the amount of \$250,000.00 as earnest money (the “*Deposit*”).

4. Payments.

4.1 Payment of Purchase Price. The purchase price, subject to the payments below, must be paid to Seller through the Escrow Agent by Purchaser in all cash by wire transfer on the Closing Date (as defined in Section 12.1); subject to application of the Deposit and the adjustments and credits as provided in this Agreement.

4.2 Payment of Off-Site Transportation Costs. No sooner than when public improvement construction permits are issued to Purchaser or building permits are issued to Purchaser, whichever occurs first, Purchaser shall pay to the City of Keizer Purchaser’s contribution to the off-site transportation costs for Keizer Station Area C-1. The estimated amount based on the current master plan which may be amended is \$62,459.58. As part of closing, this amount will be paid from the purchase price into the reimbursement escrow account established by the parties to be held until the time of development triggers this payment in accordance with the Keizer Station Area C Master Plan.

4.3 Contribution to Water Tower Assessment. No sooner than when public improvement construction permits are issued to Purchaser or building permits are issued to Purchaser, whichever occurs first, Purchaser shall pay to the City of Keizer Purchaser’s contribution to the cost of construction of the water tower allocated to Keizer Station Area C-1. The estimated amount based on the current master plan which may be amended is \$14,168.62. As part of closing, this amount will be paid from the purchase price into the reimbursement escrow account established by the parties to be held until the time of development triggers this payment in accordance with the Keizer Station Area C Master Plan.

4.4 Payment of Reimbursement District Costs. No sooner than when public improvement construction permits are issued to Purchaser or building permits are issued to Purchaser, whichever occurs first, Purchaser shall pay to the City of Keizer Purchaser’s share of the reimbursement costs for Keizer Station Area C-1. The estimated amount based on the adopted reimbursement district is \$488,714.29 plus 3% per year interest from April 2, 2018 until the date of payment of the reimbursement fee. The actual total amount will be calculated when the public improvement construction permits are issued or building permits are issued, whichever occurs first. As part of closing, this amount will be paid from the purchase price into the reimbursement escrow account established by the parties to be held until the time of development triggers this payment in accordance with the Keizer Station Area C Reimbursement District.

4.5 Development of Property. Nothing contained herein shall be interpreted as requiring Seller to pay any costs for utility connections to serve the Property (even if the utilities originate off-site) or costs and fees related only to improvement of the Property. For example, and not limiting the intent of this paragraph, Purchaser shall pay all applicable permit fees, system development charges, and development costs solely attributable to the Property. Purchaser shall pay costs of installing and maintaining required trees and other landscaping on

the Property. The Property is currently subject to a master plan approval order and development is subject to complying with the conditions stated therein.

5. Inspection Contingency.

5.1 Inspection Rights. Purchaser has until midnight at the end of the 120th day following the Effective Date (the “Review Period”) to satisfy itself concerning all aspects of the Property, including, without limitation, the physical condition thereof; the insurance policies, contracts, leases, and all other financial aspects of the Property; the availability of any governmental permits and approvals; and the feasibility of using the Property for Purchaser’s intended use. Purchaser has the right to perform any tests, inspections, and feasibility studies on the Property as Purchaser may deem necessary. Seller will permit and, to the extent reasonably required by Purchaser, will assist Purchaser in providing access to Seller’s architects, engineers, contractors, subcontractors, managers, analysts, and appraisers in connection with Purchaser’s review of the Property. Purchaser will make appropriate arrangements with Seller as to the time and duration of Purchaser’s inspections.

5.2 Inspection Expenses. All costs and expenses of all of Purchaser’s tests, inspections, and studies will be paid by Purchaser when due, regardless of whether this transaction closes.

5.3 Inspection Indemnity. Purchaser will indemnify, defend, and hold harmless Seller from and against any and all costs, losses, damages, expenses, liabilities, actions, liens, or claims arising from or related to any activities on or about the Property by Purchaser or any agent, employee, contractor, or invitee of Purchaser. This agreement to indemnify, hold harmless, and defend Seller shall survive closing or any termination of this Agreement.

5.4 Removal of Inspection Contingencies. If, by the end of the Review Period, Purchaser has not notified Seller in writing that Purchaser accepts the Property and all aspects thereof in its then-current condition, this Agreement will automatically terminate, whereupon the Deposit will be refunded to Purchaser within five days thereafter. This Agreement thereafter will be null and void and neither party will have any obligation to the other, except as otherwise provided herein. If Purchaser elects, Purchaser may offer Seller the opportunity to correct any items Purchaser determines to be unacceptable by providing Seller with written notice prior to the end of the Review Period of what must be corrected, by what dates, and in what manner (the “Correction Notice”). Within seven (7) days after Seller is given the Correction Notice Seller may notify Purchaser in writing of whether and to the extent Seller will effect and pay for any corrections (the “Notice of Intent to Correct”), all of which will be completed prior to the Closing Date. If Seller fails to give a Notice of Intent to Correct within said seven days, Seller will be deemed to have refused to agree to such corrections. Within ten (10) days after Seller gives a Notice of Intent to Correct (or after the last day of the period within which the notice is to be given if it is not), Purchaser may elect to (a) cancel this Agreement, whereupon the Deposit must be immediately refunded to Purchaser, or (b) agree to waive its inspection contingencies as provided in this section, whereupon Seller must promptly commence and proceed with diligence to completion prior to the Closing Date with the correction of the items that Seller agreed to

undertake in its Notice of Intent to Correct. The failure of Purchaser to give notice of its waiver to Seller within such ten-day period will be deemed an election to cancel.

5.5 Environmental Assessments. Purchaser is responsible for obtaining its own environmental inspections of the Land and Improvements. Purchaser agrees to provide Seller with a true and complete copy of all environmental studies, tests, and reports that Purchaser obtains in connection with its inspection of the Land or Improvements and with independent splits and samples of each soil, groundwater, or other substance or material that may be obtained by Purchaser or its consultant in form and quantity sufficient for independent analysis. Purchaser will pay for all costs of its environmental inspections regardless of whether this sale closes. If any person is required to make any report to any governmental agency as the result of any environmental inspection, the report will be submitted solely by Seller.

6. Title to the Property. Within five (5) days after the Effective Date, Purchaser will order a preliminary title report from the Escrow Agent with respect to the Property (“*Title Report*”). The Title Report must be accompanied by legible copies of all special exceptions listed therein. A supplemental preliminary title report may be requested by either party during the term of this Agreement. Purchaser shall have until ten (10) business days following delivery of such Title Report to Purchaser to deliver an objection notice to Seller setting forth any objections to any exceptions contained therein or amended Title Report, if any. Thereafter, Seller shall have ten (10) business days after receipt of such notice to give Purchaser: (a) written notice that Seller shall use all commercially reasonable efforts to remove title matters to which Purchaser objects in its notice on or before Closing; or (b) written notice that Seller elects not to cause such title matters to be removed. If Seller gives Purchaser notice under clause (b), Purchaser shall have five (5) business days to elect to proceed with the purchase or terminate this Agreement. If Purchaser shall fail to give Seller written notice of its election within said five (5) business days, Purchaser shall be deemed to have elected to proceed with the transaction contemplated under this Agreement. If Purchaser notifies Seller in writing in a timely fashion of its election to not proceed with the transaction contemplated hereunder, the Deposit and all interest earned thereupon shall be returned to Purchaser and thereafter no Party shall have any further obligations hereunder except as provided elsewhere herein. If Seller gives notice under clause (a) above and fails to remove all the objections prior to the Closing and Purchaser is unwilling to accept title subject to such objections in its sole and absolute discretion, Purchaser shall have, as its right and remedy on account of such failure by Seller, the right to terminate this Agreement, in which event the Deposit and all interest earned thereupon shall be returned to Purchaser.

7. Land Use Schedule. Purchaser shall pursue approval of a Keizer Station Area C Master Plan amendment, if required, including the traffic impact analysis and other transportation studies, and completion of a lot line adjustment/partition/subdivision to create the legal lot(s) or parcel(s) if needed, with Seller’s reasonable participation and assistance. The costs of any and all land use actions is the responsibility of the Purchaser.

8. Traffic Signal. Purchaser and Seller understand that the properties are subject to the Keizer Station Area C Master Plan and Keizer Station Area C Reimbursement District. Any amendment to that master plan or increase in development may trigger the need for a traffic

signal to be constructed at the corner of McLeod and Chemawa roads. Before closing, Purchaser agrees to pay for a transportation engineer to perform a traffic impact analysis (TIA) to determine if the proposed development and uses of the site will result in an increase in trips requiring the construction of this traffic signal. If this is the case, Purchaser may opt to renegotiate with Seller around the costs associated with the construction of the traffic signal or if the parties are unable to agree to the terms of an amended Purchase and Sales Agreement (PSA), Purchaser can give Seller written notice of election to terminate the PSA and the Earnest Money Deposit shall be refunded to Purchaser.

9. Seller's Representations

9.1 *Content of Representations.* Seller represents to Purchaser as to their respective property as follows:

(a) **No Notice of Violation of Zoning and Other Laws.** Seller has not received any written notice from any governmental authority alleging that any improvements on the Property violate any building codes, building or use restrictions, or zoning ordinances, rules, or regulations.

(b) **No Litigation.** To Seller's knowledge, there is no pending or threatened litigation or administrative action or claim with respect to the Property.

(c) **No Condemnation.** To Seller's knowledge, there is no pending or contemplated eminent domain, condemnation, or other governmental taking of the Property or any portion thereof.

(d) **No Government Obligations.** To Seller's knowledge, there are no unperformed obligations that are currently due relative to the Property to any governmental or quasi-governmental body or authority, except for obligations under the Keizer Station Area C Master Plan Order and any associated amendments or subsequent land use decisions thereto. See Subsection (e) below.

(e) **Utility Transportation, Off-site Requirements, Reimbursement District, and Traffic Signal Requirement.** The Property is subject to all requirements and conditions of the Master Plan approval for Keizer Station – Area C and the Keizer Station Area C Reimbursement District. Purchaser understands and agrees that the Property must be connected to all appropriate utilities and all conditions applicable to the Property set forth in the Master Plan Order must be complied with as set forth in such Order and any amendments thereto. This includes, but is not limited to any utility infrastructure and off-site improvements that may be required except as noted in Section 8 herein.

(f) **Authority of Seller.** Seller's execution of, delivery of, and performance under this Agreement are undertaken according to authority validly and duly conferred on Seller and the signatories hereto.

(g) **No Breach of Agreements.** This Agreement and the consummation of the transaction evidenced by this Agreement do not violate any other agreement to which Seller is a party.

(h) **Nonforeign Status.** Seller is not a “foreign person” as defined in IRC §1445(f)(3), and Seller is not a “transferor” as defined in ORS 314.258(2)(b).

(i) **Contracts.** There are no outstanding contracts made by Seller with respect to the Property that have not been fully performed or paid for, as the case may be, and Seller will cause to be discharged all mechanics’ or materialmen’s liens arising from any labor or materials furnished to the Property. Seller will identify all contracts with respect to the Property (including service contracts and maintenance agreements), if any, and provide a detailed list to Purchaser in writing prior to closing. Seller has not previously sold, transferred or conveyed the Property and Seller has not entered into any executory contracts for the sale of the Property, nor do there exist any rights of first refusals or options to purchase the Property.

(j) **Marketability.** Seller is the sole owner of the Property in fee simple free and clear of any right to or claim of possession by any other party.

(k) **Leases.** There are no existing leases or occupancy agreements or other agreements for the use of the Property.

(l) **Hazardous Materials.** To Seller’s knowledge, the Property never has been in violation of, or subject to any existing or pending investigation under, any Environmental Law, nor does Seller have any knowledge of any threatened investigation under any Environmental Law, and Seller has not received any written report, notice or other information, or otherwise been advised under Oregon law or any other applicable, local, state or federal law, regarding Hazardous Materials on, under or affecting the Property or requiring the removal of any Hazardous Materials from the Property, of possible liability of any person or entity pursuant to any Environmental Law, or of any actual administrative or judicial proceedings in connection with any of the foregoing. Seller has provided a copy of the Phase I Environmental Study to buyer.

For the purposes of this Agreement, the following terms have the following meanings:

(A) **“Environmental Law”** means any federal, state or local law, statute, ordinance, order, permits, licenses, approvals, authorization or regulation pertaining to health, industrial hygiene or the environment including, but not limited to: CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980), RCRA (Resources Conservation and Recovery Act of 1976), and common law tort principles applicable thereto (including nuisance and trespass).

(B) **“Hazardous Material”** means any substance, material or waste which is classified or regulated as being “toxic” or “hazardous,” or a “pollutant” or which is similarly designated, classified or regulated, under any Environmental Law.

9.2 *Seller's Knowledge.* In each event in which any representation of Seller is limited “to Seller’s knowledge” or similar phrase, that knowledge must include only the actual, personal knowledge (and not the implied, imputed, or constructive knowledge) of the City Manager of the City of Keizer, the managing member of SM3KZR, or the trustee of the North Pacific Trust, without any investigation or inquiry whatsoever.

9.3 *Effect of Purchaser's Knowledge.* Purchaser agrees that in the absence of an intent on the part of Seller to fraudulently conceal information about the Property or fraudulently mislead Purchaser, Purchaser will not have the right to rely on any representation of Seller, and Seller will not be liable for any breach of any such misrepresentation, if and to the extent Purchaser is given access to data or information relating to the Property before the Closing Date that reveals, or Purchaser’s tests or inspections before the Closing Date reveal, or Purchaser otherwise knows before the Closing Date of any information that reveals the representation to be incorrect, and in any of such events Purchaser nevertheless elects to close this purchase.

10. Purchaser’s Representations

Purchaser represents, warrants, and covenants to Seller as follows:

10.1 *Purchaser's Existence and Authority.* Purchaser is a validly existing and duly organized limited liability company under the laws of the State of Oregon and has the full right and authority to conduct its business under the laws of the state of Oregon.

10.2 *No Third-Party Consents.* The execution of this Agreement by Purchaser and Purchaser’s performance of all its obligations hereunder are not subject to any approval or consent of any person, board, committee, or third party.

10.3 *No Litigation.* Purchaser is not a party to any litigation or civil or criminal proceedings; no petitions in bankruptcy have been filed by or against Purchaser; and none of Purchaser’s assets are currently subject to any insolvency, receivership, or foreclosure proceedings.

10.4 *No Breach of Agreements.* This Agreement does not breach or violate any term or provision of any other agreement or contract to which Purchaser is a party.

11. Conditions to Closing

11.1 *Purchaser's Conditions.* Purchaser acknowledges that Seller does not guarantee the satisfaction of the conditions precedent listed in this Section 11.1 and that Seller’s failure to satisfy the conditions (for any reason other than Seller’s bad faith) will not be deemed to be a default hereunder but will merely be a failure of a condition to closing, in which event Purchaser’s sole remedy will be to (1) waive the condition(s) and any claim against Seller with respect thereto, including, without limitation, as provided in Section 9.3, or (2) terminate this Agreement and receive a refund of the Deposit. Furthermore, at Seller’s election, Seller will be permitted to extend the Closing Date for any period of time up to thirty (30) days to satisfy any

of the conditions set forth in this Section 11.1. Purchaser's obligation to close this transaction is subject to the satisfaction of each of the following conditions:

(a) Purchaser's approval of the preliminary title report pursuant to Section 6.

(b) Purchaser's approval of the suitability of the Property for Purchaser's intended use and/or otherwise reasonably related to the purchase of the Property including without limitation the economic feasibility of such purchase. Seller shall permit Purchaser and its agents, at Purchaser's sole expense and risk, to enter the Property at reasonable times after reasonable prior notice to Seller to conduct any and all inspections, tests, and surveys concerning hazardous materials, soils conditions, wetlands, and all other matters Purchaser may elect affecting the suitability of the Property. Purchaser shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to Purchaser's entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive closing or any termination of this Agreement. This condition shall be deemed satisfied or waived unless Purchaser delivers written notice to Seller of the failure of this condition within one hundred and twenty (120) days of the Effective Date.

(c) Purchaser's reasonable acceptance of any matters disclosed by the documents listed below. Within fifteen (15) days after the execution date, Seller shall deliver to Purchaser, at Purchaser's address shown above, legible and complete copies of the following documents and any other items relating to the ownership, operation, and maintenance of the Property, to the extent now in existence and to the extent such items are within Seller's possession or control: Surveys, Environmental Reports, Geotechnical Reports, Wetlands Assessments, Site Plans, Engineering Studies, Zoning documents related to the Property, and any other documents affecting the future development of the Property. In the event Seller receives any additional document related to the Property between the execution date and the Closing Date, Seller shall provide such document to Purchaser for review and approval. Such document shall be provided within five (5) days of receipt by Seller. Purchaser is entitled to have a Phase I environmental study completed at Purchaser's expense. If any environmental issues are discovered in Purchaser's Phase I report or asbestos survey, Purchaser shall provide a copy of the report to Seller for Seller's review. Seller shall be responsible for any further testing and remediation that may be required. This condition shall be deemed satisfied or waived unless Purchaser delivers written notice to Seller of the failure of this condition within one hundred and twenty (120) days of the Effective Date. However, as to any document Seller receives after the end of such period, this condition shall be extended for a period of fourteen (14) days after Purchaser's receipt of such document.

(d) Purchaser's reasonable acceptance of the final Order approving the Keizer Station Area C Master Plan amendment, including, without limitation, the required conditions for construction of Purchaser's improvements on the Property, and any required covenants, conditions, restrictions and easements that will encumber the Property. Purchaser may withhold its acceptance for any good faith reason, including, but not limited to, lack of adequate ingress/egress to and from the Property, adoption of uses or standards reasonably undesirable to Purchaser, or the cost of on- or off-site improvements. This condition shall be deemed satisfied

or waived unless Purchaser delivers written notice to Seller of the failure of this condition within thirty (30) days of the date such Order becomes final, including the exhaustion of appeals, if any (the “**Order Condition**”).

Without limiting Purchaser’s discretion in approving the conditions described in this Section 11.1, Purchaser understands and agrees that the Property is subject to the requirements of the Keizer Station Plan and Keizer Station Area C Reimbursement District.

(e) Purchaser obtaining financing on terms and conditions reasonably acceptable to Purchaser. This condition shall be deemed satisfied or waived unless Purchaser delivers written notice to Seller of the failure of this condition within one hundred and twenty (120) days of the Effective Date.

(f) Seller’s fulfillment of each of its obligations under this Agreement in all material respects unless waived by Purchaser in accordance with this Agreement.

(g) The continuing accuracy of all Seller’s representations in this Agreement in all material respects.

(h) The Title Company must be ready, willing, and able to issue an owner’s policy of title insurance in the amount of the Purchase Price, as set forth in the Title Report.

The foregoing conditions are for the benefit of Purchaser and may be waived, in whole or in part, by Purchaser only. If Purchaser gives written notice of failure of any condition as stated above, this Agreement shall be terminated, in which event the Deposit shall be refunded to Purchaser.

11.2 Seller’s Conditions. Seller’s obligation to close this transaction is subject to the satisfaction of each of the following conditions:

(a) Passage by the Keizer City Council of a resolution authorizing the sale, following the statutory public hearing required for sale of publicly owned property. This condition shall be deemed satisfied or waived unless Seller delivers written notice to Purchaser of the failure of this condition within sixty (60) days of the Effective Date.

(b) Delivery by Purchaser and reasonable acceptance by Seller of preliminary and conditional loan commitment from Purchaser’s lender. This condition shall be deemed satisfied or waived unless Seller delivers written notice to Purchaser of the failure of this condition within one hundred and thirty (130) days of the Effective Date.

(c) Purchaser’s fulfillment of each of its obligations under this Agreement.

(d) The continuing accuracy of all Purchaser’s representations in this Agreement.

The foregoing conditions are for the benefit of Seller and may be waived, in whole or in part, by Seller only. Any waiver must be in writing. Unless waived, if any condition is not

satisfied by the date specified, this Agreement shall be terminated, in which event the Deposit shall be refunded to Purchaser.

12. Closing

12.1 Closing Date. This transaction will be closed on or before one hundred and twenty (120) days after the date of this Agreement (the “**Closing Date**”). Each party may extend the Closing Date one (1) time by up to seven (7) days if the extension is required by illness, transportation delays, the unavailability of the Escrow Agent, or other causes beyond the party’s reasonable control. In addition, Purchaser may extend the Closing Date until ten (10) days after the Order Condition is satisfied, at any time upon written notice delivered to Seller before the Closing Date.

12.2 Manner and Place of Closing. This transaction will be closed by the Escrow Agent in Salem, Oregon, or at such other place as the parties may mutually agree to in writing. Closing will take place in the manner and in accordance with the provisions set forth in this Agreement.

12.3 Prorations, Adjustments.

(a) All ad valorem real property taxes, assessments, and utility expenses (collectively, the “**Expenses**”) will be prorated and adjusted between the parties as of the Closing Date. Except for ad valorem real property taxes, assessments, and utility expenses, the other Expenses between the Sellers shall be in the same prorations as the Purchase Price listed in Section 2. The ad valorem real property taxes, assessments, and utility expenses shall be prorated only between the real property tax lot owner and the Purchaser. At closing, Purchaser will be given a credit against the purchase price equal to the sum of all accrued but unpaid Expenses and Purchaser will pay to Seller all prepaid but not yet accrued Expenses. Taxes or additional penalties that would be due as a result of removal of the Property from any tax deferral or special use assessment program, if any, will be assumed by Purchaser.

(b) Purchaser will pay the recording fees for Seller’s deed.

(c) Purchaser will reimburse Seller for one-half (1/2) of the premium for owner’s title insurance policy in favor of Purchaser in the amount of the purchase price.

(d) Seller and Purchaser will each pay one-half of the escrow and closing fees charged by the Escrow Agent.

(e) Purchaser will pay all costs and expenses related to Purchaser’s financing.

(d) Each party will pay its own attorney fees.

(e) Seller North Pacific Trust shall pay the City of Keizer a sum equal to \$992.50 to reimburse the City of Keizer for an environmental assessment on the property located at 5620 McLeod Lane NE, Keizer, Oregon.

12.4 *Events of Closing.* If the Escrow Agent has received the sums and is in a position to cause the title insurance policy to be issued as described below, this transaction will be closed on the Closing Date as follows:

(a) Seller will convey the real property to Purchaser by Special Warranty Deed, subject to the matters accepted or deemed accepted by Purchaser as set forth in the Title Report.

(b) Seller will provide Purchaser with (i) the Certificate of Nonforeign Status as provided in IRC §1445(b)(2) and (ii) a certificate or other documentary evidence complying with ORS 314.258 that is reasonably acceptable to Purchaser and the Escrow Agent and sufficient to assure Purchaser and the Escrow Agent that no withholding is required under ORS 314.258.

(c) The Escrow Agent will calculate the prorations agreed to herein, and the parties will be charged and credited accordingly.

(d) Any liens to be paid by Seller at closing will be paid and satisfied of record at Seller's expense.

(e) Purchaser will pay the entire purchase price to Seller in cash, minus the Deposit and any amounts paid into the reimbursement escrow account at closing by Purchaser set forth in Sections 4.2 through 4.4, as adjusted for the charges and credits set forth in this Agreement.

(f) The Escrow Agent will be committed to issuing the policy described in Section 12.5 upon recordation of the closing documents.

(g) Upon compliance with the parties' closing instructions, the Escrow Agent will record the deed to Purchaser at Purchaser's expense.

12.5 *Title Insurance.* As soon as possible after the Closing Date, the Escrow Agent will furnish Purchaser an owner's policy of title insurance in the amount of the purchase price for the Property, subject only to the Escrow Agent's standard preprinted exceptions and exclusions for the form and except for the matters accepted or deemed accepted by Purchaser under this Agreement.

12.6 *Possession.* Seller will deliver possession of the Property to Purchaser on the Closing Date.

12.7 *Acceptance of Property.* Purchaser acknowledges that Purchaser has assessed, or has had the opportunity to assess, the size, configuration, utility service, environmentally sensitive areas, means of access, permitted uses, status of title, value, condition, and all other material aspects of the Property, and, except as specifically stated herein, Purchaser is not relying on, nor has Purchaser been influenced by, any statement or representation of Seller or any agent or representative of Seller regarding any of such items. Except for any actionable breaches of Seller's representations contained herein, Purchaser's acceptance of the Property and the satisfaction or waiver of all Purchaser's conditions to closing will be evidenced solely by the

closing of this transaction and without any other act or confirmation by Purchaser. Purchaser does not have the option to close this transaction without accepting the Property in its then current condition, and Purchaser acknowledges that except for any Seller's breach of an express representation stated in this Agreement, Purchaser is acquiring the Property "AS IS, WHERE IS" in its current condition existing as of the Closing Date, without any representation or warranty of any kind or nature by Seller.

12.8 *Indemnification.* Purchaser will defend, indemnify, and hold harmless Seller from and against all actions, claims, losses, liabilities, damages, costs, and expenses (including without limitation reasonable attorney fees) that are caused by Purchaser's failure to perform any obligation for which Purchaser is responsible in accordance with the terms of this Agreement. Seller will defend, indemnify, and hold harmless Purchaser from and against all third-party claims for any breach of Seller's representation set forth in this Agreement and for premises liability regarding any injury or damage to the third party or its property that occurred on or about the Property before the Closing Date, except for any incidents or events connected with Purchaser's inspections pursuant to Section 11.1(b) of this Agreement.

12.9 *City of Keizer Held Harmless as Municipal Government.* Purchaser and other selling parties agree and understand that City of Keizer's responsibility and obligations under this Agreement do not and cannot bind City of Keizer as to its duties as municipal government which are necessarily separate and apart from its obligations hereunder. To that end, with regard to any actions that may affect Purchaser's operation of the Property in any manner whatsoever, Purchaser agrees that enforcement in good faith of any lawful ordinances or regulations or any other acts City of Keizer may take with regard to the adoption of appropriate and necessary laws and ordinances, or any other acts City of Keizer may take in its role as municipal government shall not be restricted by the fact that City of Keizer entered into this Agreement. However, nothing in this Section shall be interpreted to permit City of Keizer to act or fail to act in any way inconsistent with any common law, constitutional or statutory rights of Purchaser or the established duties and obligations of City of Keizer as a municipal body. If this transaction fails to close due to City of Keizer's responsibilities or obligations as a municipal corporation as described herein, Purchaser may terminate this Agreement and receive a refund of the Deposit. This provision shall survive closing or termination of this Agreement and shall not merge with the deed.

13. Defaults and Failure to Close

13.1 *Seller's Remedies.* In the event that this transaction fails to close on account of a default by Purchaser under this Agreement, the Deposit will be forfeited by Purchaser and retained by Seller as liquidated damages as Seller's sole remedy for the default. SUCH AMOUNT HAS BEEN AGREED BY THE PARTIES TO BE REASONABLE COMPENSATION AND THE EXCLUSIVE REMEDY FOR PURCHASER'S DEFAULT, SINCE THE PRECISE AMOUNT OF SUCH COMPENSATION WOULD BE DIFFICULT TO DETERMINE. Sellers agree to prorate the Deposit amount in accordance with the percentages in this Agreement in the case of default by Purchaser.

13.2 Purchaser's Remedies. If this transaction fails to close on account of a default by Seller under this Agreement, Purchaser's sole and exclusive remedy will be the return of the Deposit (with Purchaser thereby waiving any other remedy that Purchaser may have against Seller at law or in equity, including without limitation the right to specific performance).

13.3 Defaults. Except for (a) Purchaser's failure to pay any portion of the Deposit as and when due hereunder or (b) either party's wrongful failure to close or satisfy a condition to closing by the required Closing Date, neither party will be deemed in default under this Agreement unless the party is given written notice of its failure to comply with this Agreement and the failure continues for a period of ten (10) days after the date the notice is given. This section will not be construed as extending the time by which any notice or contingency waiver must be given.

13.4 Costs and Attorney Fees. If suit, action, arbitration, or mediation is instituted to interpret or enforce the terms of this Agreement or with respect to any dispute under this Agreement, the prevailing party is entitled to recover from the other party the sum that the court, arbitrator, or mediator may adjudge reasonable as costs and expert witness and attorney fees in any such proceeding, at trial, on any appeal or petition for review, and in any bankruptcy proceeding (including the adjudication of any issues peculiar to bankruptcy law), in addition to all other sums provided by law.

13.5 Waiver of Jury Trial. AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, EACH OF THE PARTIES HERETO WAIVES THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE OR ACTION UNDER THIS AGREEMENT.

14. Legal Relationships

14.1 Relationship of Parties. This Agreement creates only the relationship of Seller and Purchaser, and no joint venture, partnership, or other joint undertaking is intended hereby. No party hereto will have any rights to make any representations or incur any obligations on behalf of the other. No party has authorized any agent to make any representations, admit any liability, or undertake any obligation on its behalf. No party is executing this Agreement on behalf of an undisclosed principal. The parties that make up the Sellers only have the rights, responsibilities, and liabilities with respect to their individually owned properties.

14.2 No Third-Party Beneficiaries. No third party is intended to be benefited or afforded any legal rights under or by virtue of this Agreement.

14.3 Joint and Several Liability. If either party comprises more than one person or entity, the obligations of each person or entity comprising such party under this Agreement will be joint and several except as to when the City of Keizer acts as a municipal government.

14.4 Indemnified Parties. Any indemnification contained in this Agreement for the benefit of a party will extend to the party's members, directors, shareholders, officers, employees, and agents.

14.5 *Assignments and Successors.* Purchaser may not assign or otherwise transfer this Agreement or any interest herein, voluntarily, involuntarily, or by operation of law, without the prior written consent of Seller in each instance, which consent will not be unreasonably withheld. Purchaser will not be released from its obligations under this Agreement in the event of any assignment or transfer by Purchaser. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

15. General Provisions

15.1 *Notices.* Notices under this Agreement must be in writing and, if personally delivered or sent by facsimile, will be effective when received. If mailed, a notice will be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other party. Notices must be delivered, mailed, or sent by facsimile to the following addresses and telephone numbers:

Seller: City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307
Attn: Adam J. Brown
Fax: 503-393-9437

With a copy to:
Joseph A. Lindsay
PO Box 21000
Keizer, OR 97307
Fax: 503-856-3434

John Batzer, Trustee
Of North Pacific Trust
PO Box 970
Medford, OR 97298

SM3KZR LLC
PO Box 970
Medford, OR 97298

Purchaser: Keizer Petroleum LLC
Attn: Lal Sidhu
1311 Lancaster Dr NE
Salem, OR 97301

Any party may change its address for notices by at least fifteen (15) days' advance written notice to the others.

15.2 *Time of Essence.* Except as otherwise specifically provided in this Agreement, time is of the essence for each and every provision of this Agreement.

15.3 *Invalidity of Provisions.* If any provision of this Agreement, or any instrument to be delivered by Purchaser at closing under this Agreement, is declared invalid or is unenforceable for any reason, the provision will be deleted from the document and will not invalidate any other provision contained in the document.

15.4 *Neutral Construction.* This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and will be construed without regard to which party drafted all or part of this Agreement.

15.5 *Captions.* The captions of the sections and paragraphs in this Agreement are used solely for convenience and are not intended to limit or otherwise modify the provisions of this Agreement.

15.6 *Waiver.* The failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce the provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

15.7 *Subsequent Modifications.* This Agreement and any of its terms may be changed, waived, discharged, or terminated only by a written instrument signed by all the parties against whom enforcement of the change, waiver, discharge, or termination is sought.

15.8 *Saturdays, Sundays, and Legal Holidays.* If the time for performance of any of the terms, conditions, and provisions hereof falls on a Saturday, Sunday, or legal holiday, then the time of the performance will be extended to the next business day thereafter.

15.9 *Venue.* In any action brought to interpret or enforce any of the provisions of this Agreement, the venue will be in Marion County, Oregon.

15.10 *Applicable Law.* This Agreement will be construed, applied, and enforced in accordance with the laws of the state of Oregon. All sums referred to in this Agreement will be calculated by and payable in the lawful currency of the United States.

15.11 *Entire Agreement.* This Agreement constitutes the entire agreement of the parties with respect to the Property and supersedes and replaces all written and oral agreements previously made or existing between the parties.

15.12 *No Offer.* By providing an unexecuted copy of this Agreement to any person, the parties are deemed to have made an offer to sell or purchase or otherwise indicated its willingness to enter into any transaction with respect to the Property, and this Agreement will not be binding on any party unless and until it has been fully executed and delivered by all Sellers and Purchaser.

15.13 *No Recording.* Neither this Agreement nor any memorandum or short form thereof may be recorded.

15.14 *Representation.* The City of Keizer is represented by City Attorney, Joseph Lindsay with respect to this Purchase and Sale Agreement. This Purchase and Sale Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties had prepared it. In other words, Joseph Lindsay only represents the City of Keizer and is unable to speak for the other Sellers herein.

15.15 *Counterparts.* This Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same contract.

15.16 *Facsimile Copies.* Either party may rely on facsimile copies of this Agreement to the same extent as the originals.

15.17 *Statutory Warning (ORS 93.040(2)).* THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

SELLER:

PURCHASER:

CITY OF KEIZER, an Oregon Municipal Corporation

KEIZER PETROLEUM LLC

By: _____

By: _____

Printed Name: Adam J. Brown

Printed Name: _____

Its: City Manager

Its: _____

Date Executed: _____

Date Executed: _____

NORTH PACIFIC TRUST

By: _____

Printed Name: John Batzer

Its: Trustee

Date Executed: _____

SM3KZR LLC

By: _____

Printed Name: _____

Its: _____

Date Executed: _____

EXHIBIT "A"

Address	Account	Map/Tax Lot
-	520491	063W36CB00300
5780 McLeod Ln NE	520490	063W36CB00200
5660 McLeod Ln NE	520489	063W36CB00100
5620 McLeod Ln NE	520593	063W36CA03100
2115 Chemawa Rd NE	520590	063W36CA03000
2125 Chemawa Rd NE	520595	063W36CA03200
2235 Chemawa Rd NE	520598	063W36CA03300
2285 Chemawa Rd NE	520599	063W36CA03400
2289 Chemawa Rd NE	520492	063W36CA03500



To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Andrew Copeland, Police Chief
Chris Nelson, CID Lieutenant

Subject: Approval of Intergovernmental Agreements with Salem-Keizer School District for School Safety Services

Proposed Motion

I move that the City Council adopt Resolution R2026 - _____ Authorizing Chief of Police to Enter Into Intergovernmental Agreements with Salem-Keizer School District 24J (Safety and Support Response Team Officer; and Youth Safety and Support Officer).

I. Summary

Council approval is requested for intergovernmental agreements between the City of Keizer and the Salem-Keizer School District to continue providing school safety services. The agreements provide for the assignment of a Youth Safety and Support Officer (YSSO) and a Safety and Support Response Team (SSRT) detective, with the District reimbursing the City for personnel and associated program costs.

Approval of the agreements will allow these services to continue for a five-year term from July 1, 2026, through June 30, 2031, ensuring continued collaboration between the City and the Salem-Keizer School District to support student safety and early intervention efforts.

II. Background

The City of Keizer and the Salem-Keizer School District entered into a five-year Intergovernmental Agreement beginning July 1, 2021, to provide coordinated public safety services within District schools.

Under the agreement, the Keizer Police Department assigns personnel to serve as a Youth Safety and Support Officer (YSSO) and a Safety and Support Response Team (SSRT) member, working collaboratively with District administrators to support school safety, investigate criminal matters occurring on campus, participate in threat assessment processes, and provide coordinated response to safety concerns involving students or staff.

The District reimburses the City for personnel costs, including salaries, benefits, and related expenses, as well as limited overtime associated with school assignments, with annual cost

adjustments built into the agreement.

The partnership was designed to strengthen collaboration between the Police Department and the District while enhancing prevention, early intervention, and coordinated responses to safety issues affecting the school community.

III. **Current Situation**

- A. The existing Intergovernmental Agreement between the City of Keizer and the Salem-Keizer School District, approved in 2021, will expire on June 30, 2026. The proposed agreement would take effect on July 1, 2026, and continue through June 30, 2031, unless terminated earlier in accordance with its terms.

IV. **Analysis**

- A. **Strategic Impact** - This agreement supports the City's strategic priority of maintaining a safe and secure community through strong interagency partnerships. Continued collaboration between the Keizer Police Department and the Salem-Keizer School District enhances school safety through proactive threat assessment, early intervention, and coordinated responses to incidents affecting students and staff. Maintaining this partnership also strengthens information sharing and prevention efforts, contributing to safer school environments and improved overall community well-being.

- B. **Financial** -

Under the proposed agreements, the Salem-Keizer School District will reimburse the City of Keizer for two assigned detective positions: one Youth Safety and Support Officer (YSSO) and one Safety and Support Response Team (SSRT) officer. Each agreement provides an annual reimbursement of \$282,000, which includes the cost of one detective position, 25% of a supervisor's salary, and associated program oversight costs. Combined, the two agreements provide approximately \$564,000 in annual revenue to the City to support these services.

The agreements also allow reimbursement for assignment-related overtime, up to \$2,500 per month per position, and \$2,500 annually for fuel. Beginning July 1, 2027, the agreements provide for a four percent annual cost adjustment. Over the five-year term, the agreements will generate approximately \$2.82 million in total revenue from the Salem-Keizer School District, exclusive of reimbursed overtime costs.

- C. **Timing** - Council consideration is requested prior to the expiration of the current agreement on June 30, 2026, to ensure continuity of school safety services. If approved, the proposed agreement will take effect on July 1, 2026.
- D. **Policy/Legal** - The proposed agreement is authorized under ORS 190.010, which permits public agencies to enter into intergovernmental agreements for the joint provision of services. The agreement establishes the terms under which the City will provide school safety services to the Salem-Keizer School District and has been

prepared in accordance with applicable state law and City contracting requirements. Because the agreement is for five years and over \$50,000, the Council must authorize the signing of the agreement.

V. Alternatives

- A. Adopt the attached Resolution approving the proposed intergovernmental agreements with the Salem-Keizer School District for the Youth Safety and Support Officer (YSSO) and Safety and Support Response Team (SSRT) positions.
- B. Direct staff to negotiate modifications to the proposed agreements and return to Council with revised agreements for consideration.
- C. Decline to approve the agreements. If this option is selected, the current agreements will expire on June 30, 2026, and the City will discontinue providing these services to the Salem-Keizer School District.

VI. Recommendation

Staff recommends that the City Council adopt the attached Resolution.

Attachments

- 1. RES_CC_IGA for SSRT and YSSO_4 20 2026
- 2. A2026-289 Keizer SSRT
- 3. A2026-290 Keizer YSSO

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2026-_____

4
5 AUTHORIZING CHIEF OF POLICE TO ENTER INTO
6 INTERGOVERNMENTAL AGREEMENTS WITH SALEM-KEIZER
7 SCHOOL DISTRICT 24J (SAFETY AND SUPPORT RESPONSE
8 TEAM OFFICER; AND YOUTH SAFETY AND SUPPORT OFFICER)

9
10 WHEREAS, ORS Chapter 190 provides for intergovernmental agreements;

11 WHEREAS, the City of Keizer and the Salem-Keizer School District 24J (SKSD)
12 entered into Intergovernmental Agreements in 2021 for a Safety and Support Response
13 Team Officer and a Youth Safety and Support Officer;

14 WHEREAS, the City of Keizer and SKSD wish to continue the positive working
15 relationship in an effort to prevent serious safety concerns for students enrolled in the
16 schools and to assist in students' social and emotional development;

17 WHEREAS, SKSD wishes to continue to secure law enforcement services for a
18 Safety and Support Response Team Officer and a Youth Safety and Support Officer by
19 entering into Intergovernmental Agreements with the City for those services;

20 WHEREAS, the City Council of the City of Keizer has considered this matter and
21 wishes to move forward with such agreements;

22 NOW, THEREFORE,

23 BE IT RESOLVED by the City Council of the City of Keizer that the Chief of
24 Police is authorized to enter into the Intergovernmental Agreements attached and by this
25 reference incorporated herein.

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

**INTERGOVERNMENTAL AGREEMENT
A2026-289**

This Agreement is made between

CITY OF KEIZER

by and through the Police Department
("CITY"),

And

SALEM-KEIZER SCHOOL DISTRICT 24J,
an Oregon school district
("DISTRICT"),

for the purpose of providing youth support services pursuant to a Safety and Support Response Team Officer for the Salem-Keizer public schools during the 2026/2027 – 2030/2031 school years

RECITALS

- A. The DISTRICT is a public body under ORS Chapter 332 engaged in providing K-12 educational services in the Salem and Keizer area; and
- B. The CITY is a public body engaged in providing municipal services, including supporting youth, to its citizens; and
- C. The parties wish to establish a positive working relationship in a cooperative effort to prevent serious safety concerns for students enrolled in District schools and to assist in students' social and emotional development; and
- D. The parties have a public interest in maintaining a safe and secure environment on school campuses, district buildings and within our community, which is conducive to teaching and learning; and
- E. The parties find that the performance of this agreement will benefit the public; and
- F. This Agreement is entered into pursuant to ORS 190.010, *et seq.*

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits and obligations set forth herein, the parties hereby agree as follows:

1. CITY OBLIGATIONS: CITY shall provide youth support services as described in Exhibit "A," Memorandum of Understanding, which is attached hereto and incorporated herein by this reference, in DISTRICT schools, including specific individuals chosen by the CITY in collaboration with the DISTRICT and assigned as members of the Safety and Support Response Team (SSRT) as agreed upon in writing between the CITY and DISTRICT.

2. DISTRICT OBLIGATIONS:

2.1 The DISTRICT shall compensate the CITY for 100% for 12 months of services provided under this Agreement by payment of the total sum of \$282,200.00 .Payment will be divided into three equal installments of \$94,067.00 . The first payment is due the first day of July 2026. The second installment shall be due and payable on the first day of November 2026, and the third and final installment shall be due and payable on the first day of March 2027. Subsequent payments will be on the same days each year. If CITY is unable to fill this position on July 1, 2026, the total payment will be reduced on a pro rata basis based on the SSRT officer's start date. The adjustment will be made in the November 1, 2026 payment.

2.2 The DISTRICT shall pay twenty-five percent (25%) of the direct costs of each assigned CITY SSRT supervisor and associated expenses for the duration of this contract. This payment is included in the total set forth in Section 2.1.

2.3 The direct costs for one employee includes: salary and benefits, supplies, clothing allowance, DISTRICT-specific training, and other incidental expenses as agreed upon.

2.4 The CITY shall bill the DISTRICT for the equivalent of one hundred percent (100%) of all overtime incurred by the CITY's SSRT members overtime that is a direct result of the members assignments to the DISTRICT's teams. The CITY will bill the DISTRICT monthly for overtime expenses previously incurred, not to exceed \$2,500 monthly except by written authorization which may be retroactive.

2.5 The total sum for annual services set forth in Section 2.1 shall increase four percent (4%) each year beginning on July 1, 2027 and July 1 of each following year.

2.6 In addition to the annual cost for services set forth in Section 2.1, DISTRICT shall pay an annual cost of \$2,500 to the CITY in the

November 1 payment each year, for fuel.

2.7 CITY and the SSRT officer are subject to the terms of a collective bargaining agreement.

3. TERMINATION:

3.1 Unless terminated as provided in Sections 3.2 and 3.3 below, this Agreement shall be effective upon the authorizing signatures of both parties, and shall remain in effect up to and including June 30, 2027, together with four automatic one-year extensions.

3.2 This Agreement will automatically renew July 1 each year unless written notice of non-renewal is given by one party to the other party not less than one (1) year prior to renewal. Each notice must be given not later than June 30 each year. Notice cannot be given prior to July 1, 2027. Unless terminated earlier, this Agreement shall terminate June 30, 2031.

3.3 The CITY and DISTRICT may terminate this Agreement by mutual agreement at any time.

4. GENERAL PROVISIONS:

4.1 Neither party, nor the officers, employees or agents of either party, are employees or agents of the other for any reason. Each party shall be separately and exclusively responsible for all acts, errors or omissions of its own officers, employees and agents, except to the extent provided in Section 4.2 of this Agreement. Each party is solely responsible for the supervision, direction, wages, benefits and workers compensation coverage of its own employees.

4.2 Each party agrees to indemnify the other from and against each and every claim that the indemnitor would be legally obligated to pay if: (a) a claim asserting the same loss or injury were made directly against the indemnitor, whether or not such a direct claim is actually made; and (b) the loss or injury sustained by the claimant resulted from the acts, errors or omissions of the indemnitor or those for whose actions the indemnitor is legally responsible. The mutual right to indemnity is in addition to and not in lieu of any other right of contribution or indemnity that may exist in favor of either party under Oregon law; the right to indemnify extends to all officers, employees and agents of the indemnitee party for claims made against them because of their actions or capacity as such. "Indemnify" as used herein, means to indemnify, defend, save and hold harmless. Claims arising during the term of this Agreement shall survive expiration or termination of this Agreement.

4.3 Each party hereto agrees to obtain and maintain in force at all times during the term of this Agreement, a policy or policies of general liability insurance with liability limits of at least \$2,000,000.00, which names the other party, its employees, officers, and agents as additional insureds. The CITY and/or the DISTRICT, as government bodies, may fulfill the insurance obligations listed above through a program of self-insurance, provided that the self-insurance program complies with all applicable laws and provides insurance coverage equivalent to both type and level of coverage to that listed above.

4.4 Each party working under this Agreement is either an employer that will comply with ORS 656.017 or an employer that is exempt under ORS 656.126. Each party agrees that it is solely responsible for obtaining and maintaining insured or self-insured coverage for its own employees as required by that law.

4.5 This Agreement, including any attachments incorporated herein, represents the entire integrated agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior agreements, negotiations and representations relating to the same subject matter between the parties.

4.6 This Agreement may be amended only by a written instrument executed with the same formalities as this Agreement.

4.7 The parties hereto agree that they shall comply with all federal, state, and local laws, regulations, executive orders and ordinances that may be applicable to this Agreement. The parties agree that no person shall, on the grounds of race, color, religion, age, mental or physical disability, sexual orientation, creed, national origin, sex, marital status, familial status or domestic partnership, gender identity, or source of income, suffer discrimination in the performance of this Agreement when employed by either party. The parties further agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and they agree not to discriminate against minority-owned, women-owned or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, in awarding subcontracts as required by ORS 279A.110.

4.8 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230, and 279B.235.

4.9 Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed facsimile at the address or facsimile number set forth below:

If to the CITY: Andrew Copeland
Chief of Police
City of Keizer
PO Box 21000
Keizer, OR 97307
Fax: (503) 390-8295

If to the DISTRICT: Paul Odenthal
Chief Operations Officer
Salem-Keizer School Dist. 24J
PO Box 12024
Salem, OR 97309-0024
Fax: (503) 399-5579

Any notice delivered by personal delivery shall be deemed to be given upon actual receipt. Any notice sent by an overnight courier shall be deemed to be given five (5) days after dispatch. Any notice sent by United States mail shall be deemed to be given five (5) days after mailing. Any notice sent by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against either party, such facsimile transmission shall be confirmed by telephone notice to the other party.

4.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest

extent permitted the intent of the DISTRICT and CITY as set forth in this Agreement.

4.11 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the District of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

4.12 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

4.13 One or more waivers or failures to object by either party to any breach, violation, or default of any provision, term, condition or covenant contained in this Agreement shall not be construed or operate as a waiver of any subsequent breach, violation, or default of that or of any other provision, term, condition or covenant.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF KEIZER

SALEM-KEIZER SCHOOL DISTRICT 24J

BY: _____
Andrew Copeland
Chief of Police

Signed by:
Paul Odenthal
BY: _____
Paul Odenthal
Chief Operations Officer

DATED: _____

DATED: 3/20/2026 | 4:20 PM PDT

Exhibit "A"
Intergovernmental Agreement
Between
CITY OF KEIZER
and
SALEM-KEIZER SCHOOL DISTRICT 24J

EMPLOYMENT AND ASSIGNMENT OF Safety and Support Response Team member
(hereinafter "SSRT")

In the event the SSRT member is absent from work, the SSRT member or SSRT's supervisor will notify the Director of Safety and Risk Management Services (SRMS) or their designee.

In the event of a SSRT member's long term absence, the DISTRICT and the CITY will collaboratively determine if the temporary placement of another employee assigned as a SSRT member is warranted.

In the event of a long-term absence of a SSRT member, more than five consecutive business days or more, the CITY will work with the DISTRICT, through its SRMS Director, to ensure the SSRT will maintain appropriate and necessary coverage.

SSRT members will remain employees of the CITY and will not be employees of the DISTRICT. However, for purposes of information sharing, the SSRT will be considered part of the school DISTRICT administration team. The SSRT shall agree to sign a confidentiality agreement in compliance with FERPA and district policy. The DISTRICT and the CITY acknowledge that the SSRT member remains responsive to the supervision / authority of the CITY. SSRT member will be responsible for following all applicable laws and directives as it relates to sharing with district personnel information from law enforcement databases.

SSRT members report to the chain of command in their agency, but are also responsible to SRMS for mutually approved routine schedules. The CITY SSRT supervisor will work collaboratively with SRMS or their designee to determine training schedules, leave time (including personal and vacation) and other off campus non-SSRT duties.

SSRT members will meet at least monthly with SRMS to discuss any changes to schedules or other SSRT related duties, teaming, and ongoing collaboration.

DEDICATED HOURS

SSRT members are to be dedicated to support the work as defined by the DISTRICT. As such, the CITY will reasonably limit SSRT members' operational specialties or training disciplines. Those limitations may include limiting the number of instruction days/sessions or limiting the number of specialty unit training sessions attended. Should the CITY decide to allow a SSRT member to pursue non-SSRT related operational specialties, the CITY will work collaboratively with the district and SSRT leadership to ensure the SSRT has adequate coverage, and subsequently, a substitute member may be provided or the District will adjust payments according to the daily rate (100% of personnel and associated equipment costs) multiplied by the days absent, pursuant to Section 2.1 of this Agreement.

All SSRT members shall wear business attire, firearm and a prominently displayed badge and district identification, as their daily uniform, while working in their capacity pursuant to this Agreement. SSRT members who are engaging in work where there is a higher level of potential threat (such as the potential for weapons to be present), police action may take place (to include entering a home under the powers of a police officer to effect an arrest or investigate potential criminal allegations), or there is a requirement per department policy or law that a SSRT member be clearly identifiable as a law enforcement officer, the SSRT member may wear an alternate uniform. That uniform will contain, at a minimum, a department uniform or polo shirt with department patch and officer name or a jacket/vest with POLICE prominently displayed, a ballistic vest, clearly displayed badge, and firearm.

DUTIES OF THE SSRT MEMBER ARE AS FOLLOWS:

The Safety and Support Response Team (SSRT) is comprised of five individual sections:

1. Student Threat Assessment Team;
2. Marion County Adult Threat Advisory Team;
3. Sexual Incident Response Committee;
4. Suicide Risk Assessment Team;
5. Active participation within the Juvenile Fire Setter Intervention Network.

The SSRT is made up of community professionals dedicated to public and staff safety, as well as the educational success and safety of students who have engaged in, or are preparing to engage in, behaviors that could result in significant harm, injury, or death.

The SSRT is focused on providing preventive, inclusive, and culturally sensitive solutions to these behaviors. In all cases, it is the goal of the SSRT to be a deterrent to discipline with the focus on wrap-around services to aid the student in their educational success and success in their future as an adult.

SSRT law enforcement members are not School Resource Officers and are not charged with the duties or responsibilities of a School Resource Officer. Barring an emergency, or mandatory response set forth in policy or ethical obligations, the duties of a SSRT member include but are not limited to:

- Attending Mid-Valley Student Threat Assessment Team meetings (STAT)
- Attending Mid-Valley Sexual Incident Response Committee meetings (SIRC)
- Attending meetings of the Marion County Juvenile Fire setter Intervention Network
- Acting as a liaison in gathering and sharing information or records related to criminal investigations or incidents, involving SKPS, student, staff, or adults from all criminal justice resources as it pertains to the function of STAT, SIRC, Fire, and SRA Records. "Records" do not include those that cannot be released pursuant to Oregon Revised Statutes 192.559(9)(a), 419A.255 and, 419A.257.
- Participating as the law enforcement representative in all level 1 STAT, SIRC, and Fire assessments
- Participating as the law enforcement representative in all level 2 STAT and SIRC assessments
- Providing consultation to the Suicide Risk Assessment Team (SRA)
- Assisting SRA with any immediate danger to self or others safety holds, as determined by the SSRT officer.
- Providing consultation to the SRA for safety and welfare checks during school to help determine the appropriate response.
- Acts as a liaison to the mobile crisis response team
- Attending as a SKPS representative to the Marion County Threat Advisory Team
- Providing in-depth guidance of criminal justice systems to aid in STAT, SIRC, Fire setter, and SRA assessments
- Acting as a consultant to school teams related to the Safety and Support Response Team
- Providing guidance to families on how to navigate the criminal justice system, including providing support and/or resources to students who have been victimized, or to families who believe their child(ren) may be at risk of harm

- Review police reports to intervene proactively with mental health support, school response teams, and implementation of prevention strategies
- Assisting in any immediate safety and security response to any circumstance where it is believed violence is imminent or there is a risk of serious physical injury or death during the school week
- Attends training related to the SSRT systems, school safety systems, early intervention, trauma-informed practices, restorative justice, equity, and bias
- Acts as a liaison to local law enforcement agencies to build knowledge regarding prevention, school safety systems, early intervention, trauma-informed practices, restorative justice, equity, and bias
- Assisting SSRT in Level 1 and Level 2 annual training (developed and delivered as needed by the CITY and DISTRICT)

COMMUNICATION:

The CITY shall develop its own interdepartmental procedures on how its other law enforcement officers will communicate any criminal event to the SSRT. As needed, the SRMS management will address campus administrators and provide clear and complete information about SSRT roles, availability, and duties.

SSRT SELECTION:

The SRMS director or his / her designee will be part of any selection process for law enforcement candidates who wish to be a member of the SSRT.

SSRT MEMBER PERFORMANCE:

The DISTRICT through the Director of Safety and Risk Management shall communicate routinely on the performance of the SSRT member. The CITY SSRT supervisor will review the performance of the SSRT member on a routine basis to determine if they are meeting minimum expectations. If it is determined they are not meeting minimum expectations, the SSRT member will be advised in the areas they are deficient and provided a reasonable opportunity to correct their performance. If the SSRT member is unable to raise their work performance to meet minimum standards, the SSRT member may be reassigned from the SSRT.

Inadequate behavior or criminal behavior by a SSRT member will be addressed by the CITY immediately.

EVALUATION

It is mutually agreed that the DISTRICT and the CITY shall evaluate the SSRT Program at the conclusion of the school year.

**INTERGOVERNMENTAL AGREEMENT
A2026-290**

This Agreement is made between

CITY OF KEIZER

by and through the Police Department
("CITY"),

And

SALEM-KEIZER SCHOOL DISTRICT 24J,
an Oregon school district
("DISTRICT"),

for the purpose of providing youth support services pursuant to a Youth Safety and Support Officer for the Salem-Keizer public schools during the 2026/2027 – 2030/2031 school years

RECITALS

- A. The DISTRICT is a public body under ORS Chapter 332 engaged in providing K-12 educational services in the Salem and Keizer area; and
- B. The CITY is a public body engaged in providing municipal services, including supporting youth, to its citizens; and
- C. The parties wish to establish a positive working relationship in a cooperative effort to prevent serious safety concerns for students enrolled in District schools and to assist in students' social and emotional development; and
- D. The parties have a public interest in maintaining a safe and secure environment on school campuses, district buildings and within our community, which is conducive to teaching and learning; and
- E. The parties find that the performance of this agreement will benefit the public; and
- F. This Agreement is entered into pursuant to ORS 190.010, *et seq.*

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits and obligations set forth herein, the parties hereby agree as follows:

1. CITY OBLIGATIONS: CITY shall provide youth support services as described in Exhibit "A," Memorandum of Understanding, which is attached hereto and incorporated herein by this reference, in DISTRICT schools, including specific individuals chosen by the CITY in collaboration with the DISTRICT and assigned as members of the Youth Safety and Support Officer (YSSO) as agreed upon in writing between the CITY and DISTRICT.

2. DISTRICT OBLIGATIONS:

2.1 The DISTRICT shall compensate the CITY for 100% for 12 months of services provided under this Agreement by payment of the total sum of \$282,000.00 . Payment will be divided into three equal installments of \$94,067.00 . The first payment is due the first day of July 2026. The second installment shall be due and payable on the first day of November 2026, and the third and final installment shall be due and payable on the first day of March 2027. Subsequent payments will be on the same days each year. If CITY is unable to fill this position on July 1, 2026, the total payment will be reduced on a pro rata basis based on the YSSO officer's start date. The adjustment will be made in the November 1, 2026 payment.

2.2 The DISTRICT shall pay twenty-five percent (25%) of the direct costs of each assigned CITY YSSO supervisor and associated expenses for the duration of this contract. This payment is included in the total set forth in Section 2.1.

2.3 The direct costs for one employee includes: salary and benefits, supplies, clothing allowance, DISTRICT-specific training, and other incidental expenses as agreed upon.

2.4 The CITY shall bill the DISTRICT for the equivalent of one hundred percent (100%) of all overtime incurred by the CITY's YSSO members overtime that is a direct result of the members assignments to the DISTRICT's teams. The CITY will bill the DISTRICT monthly for overtime expenses previously incurred, not to exceed \$2,500 monthly except by written authorization which may be retroactive.

2.5 The total sum for annual services set forth in Section 2.1 shall increase four percent (4%) each year beginning on July 1, 2027 and July 1 of each following year.

2.6 In addition to the annual cost for services set forth in Section 2.1, DISTRICT shall pay an annual cost of \$2,500 to the CITY in the

November 1 payment each year, for fuel.

2.7 CITY and the YSSO officer are subject to the terms of a collective bargaining agreement.

3. TERMINATION:

3.1 Unless terminated as provided in Sections 3.2 and 3.3 below, this Agreement shall be effective upon the authorizing signatures of both parties, and shall remain in effect up to and including June 30, 2027, together with four automatic one-year extensions.

3.2 This Agreement will automatically renew July 1 each year unless written notice of non-renewal is given by one party to the other party not less than one (1) year prior to renewal. Each notice must be given not later than June 30 each year. Notice cannot be given prior to July 1, 2027. Unless terminated earlier, this Agreement shall terminate June 30, 2031.

3.3 The CITY and DISTRICT may terminate this Agreement by mutual agreement at any time.

4. GENERAL PROVISIONS:

4.1 Neither party, nor the officers, employees or agents of either party, are employees or agents of the other for any reason. Each party shall be separately and exclusively responsible for all acts, errors or omissions of its own officers, employees and agents, except to the extent provided in Section 4.2 of this Agreement. Each party is solely responsible for the supervision, direction, wages, benefits and workers compensation coverage of its own employees.

4.2 Each party agrees to indemnify the other from and against each and every claim that the indemnitor would be legally obligated to pay if: (a) a claim asserting the same loss or injury were made directly against the indemnitor, whether or not such a direct claim is actually made; and (b) the loss or injury sustained by the claimant resulted from the acts, errors or omissions of the indemnitor or those for whose actions the indemnitor is legally responsible. The mutual right to indemnity is in addition to and not in lieu of any other right of contribution or indemnity that may exist in favor of either party under Oregon law; the right to indemnify extends to all officers, employees and agents of the indemnitee party for claims made against them because of their actions or capacity as such. "Indemnify" as used herein, means to indemnify, defend, save and hold harmless. Claims arising during the term of this Agreement shall survive expiration or termination of this Agreement.

4.3 Each party hereto agrees to obtain and maintain in force at all times during the term of this Agreement, a policy or policies of general liability insurance with liability limits of at least \$2,000,000.00, which names the other party, its employees, officers, and agents as additional insureds. The CITY and/or the DISTRICT, as government bodies, may fulfill the insurance obligations listed above through a program of self-insurance, provided that the self-insurance program complies with all applicable laws and provides insurance coverage equivalent to both type and level of coverage to that listed above.

4.4 Each party working under this Agreement is either an employer that will comply with ORS 656.017 or an employer that is exempt under ORS 656.126. Each party agrees that it is solely responsible for obtaining and maintaining insured or self-insured coverage for its own employees as required by that law.

4.5 This Agreement, including any attachments incorporated herein, represents the entire integrated agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior agreements, negotiations and representations relating to the same subject matter between the parties.

4.6 This Agreement may be amended only by a written instrument executed with the same formalities as this Agreement.

4.7 The parties hereto agree that they shall comply with all federal, state, and local laws, regulations, executive orders and ordinances that may be applicable to this Agreement. The parties agree that no person shall, on the grounds of race, color, religion, age, mental or physical disability, sexual orientation, creed, national origin, sex, marital status, familial status or domestic partnership, gender identity, or source of income, suffer discrimination in the performance of this Agreement when employed by either party. The parties further agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and they agree not to discriminate against minority-owned, women-owned or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, in awarding subcontracts as required by ORS 279A.110.

4.8 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230, and 279B.235.

4.9 Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed facsimile at the address or facsimile number set forth below:

If to the CITY: Andrew Copeland
Chief of Police
City of Keizer
PO Box 21000
Keizer, OR 97307
Fax: (503) 390-8295

If to the DISTRICT: Paul Odenthal
Chief Operations Officer
Salem-Keizer School Dist. 24J
PO Box 12024
Salem, OR 97309-0024
Fax: (503) 399-5579

Any notice delivered by personal delivery shall be deemed to be given upon actual receipt. Any notice sent by an overnight courier shall be deemed to be given five (5) days after dispatch. Any notice sent by United States mail shall be deemed to be given five (5) days after mailing. Any notice sent by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against either party, such facsimile transmission shall be confirmed by telephone notice to the other party.

4.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest

extent permitted the intent of the DISTRICT and CITY as set forth in this Agreement.

4.11 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the District of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

4.12 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

4.13 One or more waivers or failures to object by either party to any breach, violation, or default of any provision, term, condition or covenant contained in this Agreement shall not be construed or operate as a waiver of any subsequent breach, violation, or default of that or of any other provision, term, condition or covenant.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF KEIZER

SALEM-KEIZER SCHOOL DISTRICT 24J

BY: _____
Andrew Copeland
Chief of Police

Signed by:
Paul Odenthal
BY: _____
Paul Odenthal
Chief Operations Officer

DATED: _____

DATED: 3/20/2026 | 4:20 PM PDT

Exhibit "A"
Intergovernmental Agreement
Between
CITY OF KEIZER
and
SALEM-KEIZER SCHOOL DISTRICT 24J

EMPLOYMENT AND CONFIDENTIALITY

The Youth Safety and Support Officer (YSSO) will remain an employee of the CITY and will not be an employee of the DISTRICT. The DISTRICT and the CITY acknowledge that the YSSO will remain responsive to the supervision / authority of the CITY.

For purposes of information sharing, the YSSO will be considered part of the DISTRICT administration team. The YSSO's primary relationship will be through the DISTRICT's Director of Safety and Risk Management Services (SRMS)

The YSSO will be responsible for following all applicable laws and directives related to sharing with district personnel information from law enforcement databases.

The YSSO shall agree to sign a confidentiality agreement in compliance with FERPA and district policy.

Any information that the YSSO conveys to the DISTRICT about a criminal investigation must remain confidential. The DISTRICT acknowledges that some information about some components of some criminal investigations cannot be shared with persons who are not peace officers.

YSSO will meet weekly with the Director of SRMS to discuss any changes to schedules or YSSO-related duties, review DISTRICT priorities, and ongoing collaboration. Both parties agree that programmatic changes to the YSSO position will be captured and memorialized in this exhibit on a yearly basis, prior to June 30th.

DEDICATED HOURS

The YSSO is to be dedicated to work for the DISTRICT. The YSSO's CITY supervisor and Director of SRMS will work collaboratively to ensure the YSSO meets CITY and DISTRICT obligations. As such, the CITY will make reasonable accommodations regarding the YSSO's obligations to work that is not for the DISTRICT, including, for example, training required by the CITY. Similarly, the DISTRICT will make reasonable accommodations for such requirements by the CITY.

In the event the YSSO is absent from work, the YSSO or YSSO's CITY supervisor will notify the SMRS or designee.

In the event of a long-term absence of a YSSO, five consecutive business days or more, the CITY will work with the DISTRICT, through its Director of SRMS to ensure the CITY will maintain appropriate and necessary coverage.

In the event of a YSSO's long term absence, the DISTRICT and the CITY will collaboratively determine if the temporary placement of another employee assigned as a YSSO is warranted.

When necessary, a substitute YSSO may be provided or the DISTRICT may adjust payments according to the daily rate (100% of personnel and associated equipment costs) multiplied by the days absent (see Intergovernmental Agreement 2.1).

CLOTHING

As the daily uniform, the YSSO shall wear casual business attire, a firearm (and a prominently displayed badge when the firearm is visible), and district identification.

When there is a higher level of threat or as otherwise determined by the Director of SRMS and the YSSO or as required by CITY policy, the YSSO may wear a typical police uniform.

DUTIES OF THE YSSO

In the context of DISTRICT policies and rules, the YSSO provides community-based policing support to the DISTRICT through its Director of SRMS; subsequently, the YSSO is obligated to develop fluency with the DISTRICT's policies and rules.

While the YSSO's primary duty is to investigate major crimes reported to the YSSO by the DISTRICT or as collaboratively agreed upon with the Director of SRMS, additional responsibilities include:

- Serve as liaison to the DISTRICT's Emergency Operations Center (EOC)
- Provide critical information and communications that affect the school environment
- Assist the director of SRMS in developing plans and strategies to prevent and/or mitigate dangerous situations that may occur on any DISTRICT owned property

DISCIPLINE NOT A DUTY

Student discipline is a DISTRICT function, distinct from the duties of the YSSO; subsequently, the YSSO shall not participate or be asked to participate in DISTRICT decisions or actions involving student discipline.

A criminal investigation conducted by a YSSO is acknowledged to be and shall remain independent of DISTRICT decisions or actions involving student discipline.

SEARCH, ARREST, AND INVESTIGATION PROCEDURES

When conducting investigations, searches, or making arrests on school property, the YSSO shall act in accordance with the United States Constitution, the Oregon Constitution, the statutes of the State of Oregon, CITY policies and procedures, and DISTRICT policies and procedures.

COMMUNICATION

The CITY shall develop its own interdepartmental procedures on how its other law enforcement officers will communicate any criminal event to the YSSO.

The DISTRICT will address campus administrators and provide clear and complete information about YSSO roles, availability, and duties.

Generally, DISTRICT staff will communicate statutorily required mandatory reports to the Oregon Department of Human Services, not to the YSSO.

YSSO SELECTION

The Director of SRMS or designee will be part of the selection of the YSSO.

YSSO PERFORMANCE AND EVALUATION

The DISTRICT and the CITY shall jointly develop an evaluation system.

The DISTRICT through the Director of SRMS shall routinely communicate to the CITY YSSO supervisor on the performance of the YSSO.

The CITY YSSO supervisor will review the performance of the YSSO on a routine basis to determine if the YSSO is meeting expectations. Inadequate performance or CITY policy violations by a YSSO shall be addressed by the CITY immediately.

If necessary and in collaboration with the Director of SRMS, the YSSO may be reassigned from the YSSO IGA.