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, August 3, 2026
6:00 PM
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **SPECIAL ORDERS OF BUSINESS**

5. **COMMITTEE REPORTS**

6. **PUBLIC COMMENTS**

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

7. **CONSENT CALENDAR**

   a. **Approval of July 20, 2026 Regular Session Minutes**

   b. **Approval of July 27, 2026 Joint Work Session Minutes**

   c. **Event Center Fee Waiver - 2026 Scouting America Memorabilia Auction (Ed Harris Memorial Trade-O-Ree)**

8. **PUBLIC HEARINGS**

   a. **ORDER - In the Matter of the Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of October 1, 2026**

9. **ADMINISTRATIVE ACTION**

   a. **Event Center Fee Waiver - Keizer-Iyo-Salem International Exchange Committee Reception and Classes**

   b. **ORDINANCE - Relating to Recognition of Neighborhood Associations; Amending**

Keizer Code Chapter 2, Article VIII

c. **ORDINANCE - Relating to Acquisition of Property Interests; Amending Keizer Code Chapter 2, Article VII**

d. **Keizer Sports Fields Management**

e. **Recommendation of Internal Oversight Committee**

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

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

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

Tuesday, September 8, 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.

MINUTES
KEIZER CITY COUNCIL
Monday, July 20, 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
Shaney Starr, Council President
Soraida Cross, Council Vice President
Kyle Juran, Councilor
Daniel Kohler, Councilor
Marlene Parsons, Councilor
Lore Christopher, Councilor

Absent:

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

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

There were no special orders of business.

COMMITTEE REPORTS

Jessica Blakeley, Salem Housing Authority, provided an update on affordable housing activities in Keizer. She thanked the Keizer Police Department for supporting youth programs, shared current housing assistance statistics for Keizer residents, and announced an upcoming National Night Out event at Sequoia Crossings.

She reported that the U.S. Department of Housing and Urban Development (HUD) directed cost-saving measures that would reduce Housing Choice Voucher payment standards beginning August 2nd, with changes affecting new leases immediately and existing voucher holders at their next recertification. She also explained that the Housing Authority had entered a HUD shortfall status and would implement additional cost-saving measures.

Ms. Blakeley noted that the Housing Authority Commission would consider transferring nine properties, including two in Keizer, to Habitat for Humanity to promote affordable homeownership. She also highlighted upcoming back-to-school resources, a fair housing and landlord symposium, and invited public participation at upcoming commission meetings.

Council President Starr moved that Counselor Christopher be allowed to attend via Zoom and considered present, and it's important to do so. Seconded by Councilor Kohler. Motion passed unanimously as follows:
AYES: Clark, Cross, Kohler, Starr, Juran, and Parsons (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Christopher (1)

Jill Gust, member of the Parks Recreation and Advisory Board, shared about the recent meeting.

Tammy Kunz, Greater Northeast Keizer Neighborhood Association, shared their upcoming events.

PUBLIC COMMENTS

Mayor Clark reviewed the public written comments.

Robert Becker, Manager of the Keizer Heritage Museum, shared the upcoming Keizur Exhibit at the Capitol from August 3rd thru 28th. This event highlights the role that Thomas Dove Keizur played in forming the Oregon Territory.

Dustin Karstetter, Keizer, clarified that his communication as a Keizer resident and shared his thoughts on the management of the turf fields by Keizer Community Fields Association. Mr. Karstetter provided written comments that would be distrusted to the council the following day.

C.J. Shaw, Keizer, shared his concerns about working with the Keizer Police Department. City Manager Brown would follow up.

Ronald Herrera, Keizer, shared that he made freeway signs that were displayed on a Sunday. He expressed his concern about how the signs were taken down. He stated that his intentions were not bad, and he asked where his signs were. It was noted that the Oregon Department of Transportation (ODOT) had jurisdiction on the bridge over the interstate. Councilor Kohler shared that he received two messages from constituents, and so he passed the messages along to the City Manager. City Manager Brown shared that the City did not do anything with the signs and did not know what happened to the signs.

Jeff Anderson, Keizer, asked about if there were a presentation of the findings of the investigation as 30 days had passed, he felt that the committee was not what it should be and asked that it be an open, transparent, and ethical process. He felt the committee was an embarrassment. He asked that the conclusions be open.

CONSENT CALENDAR

a. Approval of July 6, 2026 Regular Session Minutes

b. Approval of July 20, 2026 Work Session Minutes

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

It was noted that item b. was the Approval of the July 13, 2026, Work Session Minutes rather than July 20th.

Council President Starr moved for approval of the Consent Calendar. Councilor Kohler seconded. Motion passed as follows:
AYES: Clark, Starr, Cross, Juran, Kohler, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

PUBLIC HEARINGS

There were no public hearings.

ADMINISTRATIVE ACTION

a. Event Center Fee Waiver - Keizer Public Safety Foundation

Assistant City Manager Tim Wood summarized the staff report. Councilor Parsons mentioned that she was a Board Member of the Keizer Public Safety Foundation. Jill Gust, Secretary for the Keizer Public Safety Foundation, shared information about the Keizer Public Safety Foundation.

Council President Starr moved the City Council approve the requested waiver of the Event Center use fees of $1,700 for the Annual Keizer Public Safety Foundation Breakfast on September 11, 2026. Councilor Kohler seconded. Motion passed unanimously as follows:
AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

b. Lydia Street Vegetated Stormwater Facilities Bridge Enforcement

Public Works Director Keare Blaylock summarized the staff report.

Councilor Parsons shared that she would not be a part of the discussions as the homeowners on Lydia Street were her neighbors.

Council President Starr moved that the City Council rescind the enforcement action for the four property owners in question and direct staff to prioritize a redesign of linear roadside stormwater facilities in the Stormwater Capital Improvement Plan and allow property owners adjacent to stormwater treatment facilities on local streets to obtain temporary right-of-way encroachment permits, where feasible, until such time the facilities can be improved. Councilor Kohler seconded.

There was discussion about the timing of the Capital Improvement Plan.

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

c. Chamber Marketing Plan

City Manager Adam Brown summarized the staff report.

Dan Clem, Executive Director, Keizer Chamber of Commerce and Louis Risewick, Board President, provided a presentation on the marketing plan and activities for the last year. A report was distributed to the Council. Website improvements related to tourism were displayed. Folders were distributed to the Council that included sample postcards to go into hotel rooms and a printed business directory.

Discussion followed regarding Placer AI, updates to the Chamber's website, and whether the band would be able to perform in the parade the following year. It was noted that the Chamber website would be updated by August 1st.

The Chamber's marketing budget was discussed, and the City's contribution was a portion of the total cost of tourism marketing.

Councilor Christopher asked for the reports before releasing the City funds to the Chamber, so she could share them with the community.

City Manager Brown would bring the Marketing Plan to the Council in May. There was a suggestion to have a report produced by the Chamber twice a year before the release of funds.

Council President Starr moved that the Keizer City Council direct the payment of money allowed to the Chamber of Commerce be delegated to the City Manager in consultation and advisement with the City Council for either substantial completion or insufficient completion. Councilor Kohler seconded. Motion passed unanimously as follows:
AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

d. Discussion regarding renaming of the Sports Parks

There was a recess at 7:46 p.m. The meeting resumed at 8:01 p.m.

City Manager Adam Brown summarized the staff report. He noted that the three Councilors who requested the agenda item supported tabling it until the next Council meeting to allow time for additional considerations.

By unanimous consent of the Council, the item was tabled.

e. Discussion Related to Transient Occupancy Tax

City Manager Adam Brown summarized the staff report. He shared that the City Attorney consulted with the League of Oregon Cities and that an increase in the Transient Occupancy Tax (TOT) rate increase would need to go on the ballot. Mr. Lindsay reviewed the timeline in order for it to make it on the November ballot. Mr. Brown reviewed the percentages for allocations of the TOT.

Discussion ensued regarding the timing, process, and legal requirements related to the November Election. There was also a question about whether there should be a Charter Amendment in the November Election to allow for the Council to make amendments to the TOT in the future.

Angie Villery, President and CEO of Travel Salem, shared information about the Salem Tourism Promotion Area (STPA) and the role of the regional destination marketing organization (DMO). She described the benefits of the STPA and the discussions that had taken place with Keizer hoteliers about joining the program.

Ms. Villery felt that the hoteliers should be part of the conversation because the proposal would directly affect them, and expressed concern that they had not been included in discussions regarding the proposed changes. She stated that she was representing Travel Salem, the tourism industry, and the hoteliers, and encouraged continued transparency and stakeholder involvement before any changes were considered.

Written testimony from Kanwar Dhaliwal was read by Joey Jewell, Chief Sales Officer and Executive Director.

Greg Astley, Director of Government Affairs for the Oregon Restaurant and Lodging Association, expressed concern about the proposed tax increase being significant and stated that Keizer's lodging businesses should have been more involved in the process. He encouraged the Council to slow the process, engage directly with the lodging community, and pursue a transparent, collaborative approach that included stakeholder input and accountability.

Councilor Parsons hoped to get the funds to improve the sports facilities. Ms. Villery explained how the TPA works and how the hoteliers were a part of a committee that determined how the funds are distributed.

Ms. Villery shared that a TPA was a fee that was determined by the hoteliers, and she explained that participating hoteliers control whether the TPA is established, renewed, or discontinued. The collection and distribution of TPA fees were discussed.

<u>Council President Starr moved that we continue the meeting until we have completed the Agenda. Seconded by Councilor Parsons. Motion passed as follows:</u>
AYES: Clark, Starr, Cross, Juran, Kohler, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

City Attorney Lindsay explained serial meetings in reference to intermediaries.

The relationship between Travel Salem and hoteliers was discussed. There were 11 members on the Committee. There were three hoteliers in Keizer.

Ms. Villery and Mr. Astley explained that Keizer could establish its own TPA if the local hoteliers chose to do so, and that TPAs were governed by participating hoteliers, who determined whether they were renewed or discontinued. They also explained that TPA funds were administered by Travel Salem to support destination marketing.

Council President Starr clarified that the City Manager's staff report contained a recommendation for Council's consideration only and that the purpose of the agenda item was to discuss options and determine whether to provide direction to staff.

There was discussion about the timing of the agenda item.

City Attorney Lindsay clarified that the item was listed as a discussion item and that there was no ordinance included in the Council packet.

There were comments about the process for developing and managing a TPA. Ms. Villery stated that the Keizer hoteliers had been engaged in discussions regarding a proposed TPA and explained that participating hotels would determine the assessment amount, how the funds would be used, and whether to participate. Ms. Villery explained that TPA funds would be restricted to tourism promotion activities administered by Travel Salem and emphasized that joining the STPA would allow Keizer hotels to leverage existing marketing resources and expertise. She also noted that the Keizer hoteliers had wanted to maintain a lodging tax rate below Salem's.

Ms. Villery explained that Keizer hotels could voluntarily participate in the STPA through a voluntary agreement if they chose to do so.

Mr. Brown explained that he connected with the hoteliers and Travel Salem and set up a meeting with them.

There was no interest in the Council in moving forward with getting anything on the November ballot.

Council wished to have a work session as soon as possible on the matter with the hoteliers and anyone else identified by the City Manager.

f. Receive six month report from Sports Facilities Companies

Mike Higgins, Regional General Manager and Josh Callahan, Vice President of Venue Management with Sports Facilities Companies (SFC) reviewed the six month report on significant facility improvements, including repairs to infrastructure, irrigation, drainage, electrical systems, safety issues, field maintenance, staffing, scheduling, and tournament recruitment. SFC noted financial challenges due to canceled tournaments and lower-than-expected participation, which affected rental and concession revenues.

SFC presented potential solutions, including waiving its management fee for the next year, temporarily returning Little League Park maintenance to the City for six months, and managing the Community Fields at no additional cost to reduce the projected cash deficit while rebuilding tournament activity.

SFC shared that they wanted to minimize the impact on the City and wanted to work together with the City. A projection of the cash deficit for the next year from July 2026 through June 2027, and the cash flow by month were displayed.

Discussion followed regarding the maintenance of Keizer Little League park during the time that SFC would not be providing maintenance. It was noted that there would be costs to provide the maintenance.

There were questions about the amount of lost revenue from the canceled tournaments.

Maintenance of the mounds was discussed.

SFC hoped to make Keizer Little League Park a success story. SFC felt comfortable committing to the work. They had not paid themselves the management fee for the past three months, and they proposed forgiving the three months of management fees for May, June, and July.

Councilor Christopher shared her concerns that SFC was not being connected to the area and felt the general manager was being spread too thin.

City Manager Brown shared that the Council could give a six-month notice at any point and that future SFC expenses would require City budget authority. It was noted that funds invested in the park resulted in lasting upgrades and were not lost.

Mr. Higgins shared that they had conversations with rights holders, and their goal was to secure the 20 weekends during prime weather months. It was noted that the conversations were going well.

It was noted that the cash flow projections were conservative.

g. Parks Master Plan and Parks Committee Discussion

Item G. was postponed, and the agenda item would be discussed during the proposed work session with the Parks and Recreation Advisory Board. The City Recorder would work with the City Council and the Parks and Recreation Advisory Committee to schedule a joint meeting.

OTHER BUSINESS

There was no other business.

STAFF UPDATES

Mr. Brown noted that staff would watch the National Weather for any red flag warnings and get the information out to the public by probably using Everbridge, a mass communication system.

COUNCIL MEMBER REPORTS

It was noted that tonight's Executive Session was canceled.

AGENDA INPUT

Mayor Clark noted that the Agenda Input was published in the packet.

ADJOURNMENT

Mayor Clark adjourned the meeting at 10:21 p.m.

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

Minutes approved: ______________________

MINUTES
KEIZER CITY COUNCIL
Monday, July 27, 2026
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 6:01 p.m.

ROLL CALL

Roll call was taken as follows:

Present:
Cathy Clark, Mayor
Shaney Starr, Council President
Kyle Juran, Councilor
Daniel Kohler, Councilor
Marlene Parsons, Councilor
Lore Christopher, Councilor
Michael De Blasi, Chair (MMSC)
Michael Welsh (MMSC)
David Dempster (MMSC)
David Philbrick (MMSC)
Trevor Lewis (MMSC)
Lazlo Montoya Mendoza, Youth Liaison (MMSC)

Staff:
Adam Brown, City Manager
Tim Wood, Assistant City Manager
Joseph Lindsay, City Attorney
Keare Blaylock, Public Works Director
Tim Hein, Police Lieutenant
Melissa Bisset, City Recorder
Mike Griffin, Streets Division Manager
Martin Powell, Traffic Officer

Absent:
Soraida Cross, Council Vice President
Hersch Sangster, Vice Chair (MMSC)
Matt Myers (MMSC)

DISCUSSION

a. Topics from the Multi-Modal Safety Committee and Feedback from the Neighborhood Associations

City Manager Brown reviewed the topics for the meeting as described in the Staff Report.

Chair De Blasi introduced the Safety and Livability topic.

Committee Member Dempster commented on constraints with the current infrastructure and future development. He thought that if traffic was not improved, people would turn to public transit. There was discussion about educating the public about using transit.

Mayor Clark suggested focusing on what the City could control, such as transportation infrastructure.

Councilor Parsons commented on the increase in electronic bikes, electronic scooters, and motorcycles. Concern was expressed for safety. Discussion ensued regarding enforcement and education.

Chair De Blasi stated that the City could choose to have lower speed limits.

Committee Member Philbrick commented that Public Works and the Police Department were working together to give the Council guidance. There were comments about the flag program not being approved by the Council. Mr. Philbrick expressed frustration about speed limits. Discussion ensued regarding rapid flashing beacons, highlighting a recent project on Lockhaven Drive near Keizer Elementary School.

It was noted that a traffic study identified an appropriate location for a flashing beacon, which was later installed and activated, providing a safer pedestrian crossing along a lengthy stretch without a crosswalk. Discussion ensued on the potential for identifying additional locations where traffic engineering could support similar projects to improve pedestrian safety.

Public Works Director Keare Blaylock explained how poorly placed crosswalks sometimes make a situation more dangerous.

Scott Mansur, Traffic Engineer, DKS Associates, explained the types of locations where crosswalks were appropriate and where other measures were appropriate. He spoke about the various opinions and how they collect data to find the estimated location. He noted that placing rectangular rapid flashing beacons could cost around $150,000.

Public Works Director Blaylock shared that crosswalks were currently placed on a case-by-case basis.

Mr. Philbrick expressed his hope that recommendations from the Multi-Modal Safety Committee (MMSC) would come from working together with Public Works and the Police Department. He spoke about speed limits and citations in Keizer. He commented on speed limits and their impact on bicyclists, particularly along Verda Lane. Mr. Philbrick commented that the narrow bike lanes provided limited clearance when Cherriots buses pass bicyclists at higher speeds and suggested that lower vehicle speeds could improve safety for bicyclists and other road users.

There were comments about considering speed limits as the City becomes denser.

Pedestrian fatalities in Keizer were discussed.

It was noted that if traffic engineers studied every intersection in Keizer and made recommendations, the cost would be astronomical. The typical process was to evaluate from a risk standpoint. There were comments about the Transportation System Plan (TSP) and its focus on arterials and collectors. There was a suggestion to determine the cost of evaluating intersections, along arterials and collectors, as they would already be collecting data during the TSP update.

Chair De Blasi shared the recent update to the Neighborhood Traffic Management Program (NTMP) and noted that there had been frustration with the number of hurdles residents had to overcome to obtain a study. There was also concern about a recommendation to do nothing when an issue did not meet the criteria. He suggested adding temporary measures or pilot tests to the NTMP to evaluate their effectiveness.

Public Works Director Blaylock commented on the speed and volume criteria and that those must be met in order to move to an engineering study, because that's what the engineers would look at. Education in the sense of neighborhood outreach was discussed. Discussion ensued regarding education being paired with enforcement.

Council President Starr suggested that the MMSC come up with the top ten educational ideas and partner with the Police Department to do educational videos.

There was a request to have a conversation about:

- the 75 percent threshold;
- under Section 3.1, if there was not a neighborhood association to represent the applicant, the City would send a QR code to the affected people around the issue. There was a question about what if 75 percent do not respond; and
- the signature requirement to ask residents to knock on doors.

Council President Starr wanted a different way of responding to verbal complaints at meetings. She suggested adding a date on the application and improving the NTMP application process to provide a more user-friendly way for residents to submit concerns. She recommended documenting when applications that do not meet Level 2 thresholds were brought back to the Multi-Modal Safety Committee, along with the results of any further studies or temporary measures, so the MMSC could consider recommendations to Council.

It was noted that all public comments and complaints that had been brought forward would be gathered to track trends.

Discussion ensued regarding the 75 percent threshold and whether it was necessary. There were suggestions from the Greater Northeast Keizer Neighborhood Association advocating neighborhood traffic safety by allowing renters to sign petitions, lowering the threshold for safety improvements, creating a neighborhood safety fund for small, quick improvements, and providing easier online access to traffic information. The Committee was asked to consider whether any of the recommendations should be pursued.

Committee Member Philbrick felt that the NTMP had been good about bringing issues forward, but it had not been good for resolving issues. He suggested having an annual amount in the budget to address neighborhood issues. He felt there could be something simpler and more responsive than the current NTMP.

There was discussion about education, perceived speeding, and the costs of traffic-calming measures.

Mayor Clark commented that she had been lobbying with the League of Oregon Cities regarding the requirement for driver education.

Youth Liaison Lazlo Montoya Mendoza shared his thoughts about traffic speeds.

Discussion ensued regarding when engineers needed to be consulted.

Councilor Kohler suggested using McNary Youth to help with the production of the suggested educational videos.

There was a conversation about various traffic-calming measures and temporary measures to collect data.

There was a suggestion to have a cache of temporary tools that could be readily available.

Council President Starr asked for a one-page infographic on the steps for the NTMP to post with the application to make the process easier.

The MMSC would work on reviewing the NTMP and bring back a draft to Council for their review in November. Public Works Director Blaylock would prepare an initial draft for the MMSC to review.

ADJOURNMENT

Mayor Clark adjourned the meeting at 7:37 p.m.

MAYOR: APPROVED:

____
Cathy Clark

____
Dawn Wilson, Deputy City Recorder

Minutes approved: ________________________

City Council Meeting Date: August 3, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: Event Center Fee Waiver - 2026 Scouting America Memorabilia Auction

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Proposed Motion
I move the City Council approve the requested waiver of the Event Center use fee of $4,150 but charge $1,500 for the refundable security deposit for the 2026 Scouting America Memorabilia Auction (Ed Harris Memorial Trade-O-Ree) on October 3, 2026.

I. Summary

Dan Kohler, member of the Ed Harris Auction Committee – Boy Scouts of America Cascade Pacific Council, is requesting a waiver of fees for the use of the Keizer Community Center for the annual Scouting America Memorabilia Auction (Ed Harris Memorial Trade-O-Ree) on Saturday October 3, 2026.

This annual auction provides an opportunity for scouts to collect and trade scout memorabilia. Funds raised from this event go to an endowment which provides campership scholarships to scouts in need. The Cascade Pacific Council covers Keizer scout troops. The event is open to the public.

The use rate for the Event Center Iris Ballroom is $325.00 per hour. The Cascade Pacific Council is requesting access to the room from 8:30 am to 2:30 pm on the day of the event and from 4:00 pm to 10:00 pm the day before for setup. The total use fee for the event is $3,900. In addition, they have requested use of the stage and audio/visual equipment for an additional $250. The total fee waiver request is for $4,150. The Cascade Pacific Council would be required to pay the refundable security deposit of $1,500.

II. Background

A. Ed Harris was a very active supporter of scouting and supporting the kids who without assistance would not have the opportunity to experience the scout fun and training to be prepared for life.

   Ed started raising funds via patch sales. His developing patch trading in what was then the Columbia Pacific Council which is now Cascade Pacific Council is unmatched in the area. After his death in 2001, his patch trading and fund-raising has continued as the Ed Harris Memorial Trade -O- Ree.

Many hundreds of scouts have been to scout camps and other activities because of him and his legacy.

Last year, the Event Center held the Ed Harris Memorial Trade -O- Ree. The fee reduction allowed the use of the city's venue, allowing the ability to host more traders and raise more funds for so many needy scouts.

The two local Keizer troops and three cub packs are also positively affected in so many ways. Eagle projects, camp-o-rees and many other activities and acts of service are made possible through these efforts. We expect to host scores of scouts and scouters.

B. Fees for this event were waived in 2025 and 2023.

III. Current Situation

A. On May 27, 2026 the City approved the Event Center Use Agreement for the 2026 Scouting America Memorabilia Auction (Ed Harris Memorial Trade-O-Ree) which is a fundraiser for camperships for the Cascade Pacific Council of the Boy Scouts of America.

B. The City has received the refundable deposit and insurance information.

IV. Analysis

A. **Strategic Impact** - Not applicable.

B. **Financial** - The financial impact of this request is a reduction in use fee income for the Event Center of $4,150.

C. **Timing** - The event is scheduled for October 3, 2026.

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

V. Alternatives

A. Approve the waiver of the Event Center fees of $4,150

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

VI. Recommendation

Staff recommends the City Council approve the requested waiver of the Event Center use fee of $4,150 but charge $1,500 for the refundable security deposit for the 2026 Scouting America Memorabilia Auction (Ed Harris Memorial Trade-O-Ree) on October 3, 2026.

Attachments

1. RES_CC_R2024-3435_2023-01-02 - Adopting Use Policies and Rates for the Keizer Event Center_08 03 2026

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-3435

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

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

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

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

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

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

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

NOW, THEREFORE,

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

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

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

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

a. Only individuals twenty-one (21) years of age or older may consume alcohol in accordance with this policy.
b. No person shall sell, give or otherwise make available any alcoholic beverage to a person under the age of 21 years.
c. No person shall sell, give or otherwise make available any alcoholic beverage to any person who is visibly intoxicated.
d. Alcoholic beverages are permitted only in the Keizer Event Center and the adjoining lobby areas. Alcoholic beverages are prohibited outdoors and in other areas of the building.
e. Alcoholic beverages are allowed only in conjunction with a reserved event and only after written approval has been given by the City.
f. Alcoholic beverages will be served only by a licensed and bonded server pursuant to all Oregon Liquor Control Commission laws and regulations.
g. Alcoholic beverages will be served only when acceptable Oregon Liquor Control Commission documentation has been provided to the City.
h. Alcohol Caterer/server shall secure at its own expense General Liability Insurance with minimum limits of $2,000,000.00 per occurrence and Liquor Liability Insurance with minimum limits of $2,000,000.00 per occurrence unless specified by a specific contract approved by the City Attorney. The insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer, its officers, agents, contractors, and employees shall be included as additional insured in said insurance policy. Evidence of the insurance and additional insured endorsement must be provided to City at least fourteen (14) days prior to the date of the event. As part of the event reservation process, the applicant and caterer/server shall agree to defend and indemnify the City, its employees, agents and contractors from any and all claims in connection with alcohol use on the premises.
i. The City Manager may place reasonable conditions on the event to protect persons and property.

Insurance Policies: The following regulations apply to clients' use of the Keizer Event Center and lobby:
a. The client shall, at its sole cost and expense, procure and maintain through the term of the rental a Commercial General Liability insurance

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

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

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

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

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

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

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

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

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

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

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

h. The above discounts are not transferrable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED this 2nd day of January, 2024.

SIGNED this 2nd day of January, 2024.

Mayor

Deputy City Recorder

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503-856-3433

City Council Meeting Date: August 3, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Adam Brown, City Manager

Subject: Concierge Solid Waste Service

Proposed Motion

I move that the Keizer City Council adopt Order in the Matter of the Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of October 1, 2026.

I. Summary

Loren's Sanitation and Recycling, Inc. and Valley Recycling Disposal, Inc. are Keizer's franchised solid waste haulers, and Keizer regulates solid waste collection through private franchise agreements with those two haulers. Certain high-density housing forms, like cottage clusters and triplexes, may create site layouts where carts cannot be served by the typical roadway-based automated collection method. The current rate schedule states that roll cart service may not be appropriate for customers that do not provide access to the cart for automated equipment or who do not comply with service restrictions. The City Council discussed this on June 15, 2026 and directed staff to prepare an order for a rate amendment for a concierge (off-curb) surcharge.

II. Background

A. Keizer's solid waste collection system is served by Loren's Sanitation and Recycling, Inc. and Valley Solid Waste Management Corporation, operating as Valley Recycling Disposal, Inc.

B. The City Council determines and establishes solid waste collection rates. A franchisee may request a rate adjustment or new rate by filing an application with the City Manager; the City Manager investigates and makes a recommendation; a public hearing is set before Council; and Council issues an order establishing findings, rates, and effective dates.

C. Council's rate-review criteria include current and projected revenues, operating expenses, equipment acquisition and replacement, construction and maintenance costs, reasonable return, and special services.

D. The solid waste chapter states that collection rates should be just, fair, reasonable, and adequate, and that the City seeks to prohibit discriminatory rate or service practices and provide public collection service standards.

E. Current residential multi-family rates include categories for four units or less and five units or more with single billing.

F. Keizer's Development Code defines a cottage cluster as a grouping of at least four detached buildings per acre, with each building designed for separate households and oriented around a common courtyard.

G. Cottage clusters, triplexes, or other similar developments may be on a single lot under single ownership, or individual units may be on individually owned lots. Additionally, private drives may make it infeasible for haulers to turn around within the property.

III. <u>Current Situation</u>

A. Loren's Sanitation and Recycling, Inc. and Valley Recycling Disposal, Inc. have identified service conditions at high-density housing and similar developments, including cottage clusters, where collection vehicles cannot serve carts or containers using typical roadway-based service.

B. Where carts or containers must be moved manually, collected from internal areas, or otherwise served through a concierge-style process, the service may require labor and operating conditions beyond standard curbside automated collection.

C. The existing rate schedule's access limitation for roll cart service provides a basis for further analysis of whether an additional surcharge is appropriate when customers or developments cannot provide access for automated equipment.

D. The direction of the Council at the meeting on June 15, 2026, was to direct staff to prepare a proposed rate amendment, work with the franchised haulers, evaluate objective surcharge criteria, and return to Council for consideration through the required rate-setting process.

E. The City Manager investigated how other local governments handle the items and found that this is a common practice. Several examples are below:
   1. Bend $10.86 per container
   2. Eugene $4.96 per container
   3. McMinnville $17.64-$28.95 per container
   4. Salem $9.00 per container
   5. Sherwood $5.44 per container
   6. Wilsonville $12.40 oer container

IV. <u>Analysis</u>

A. **<u>Strategic Impact</u>** - Does not apply.

B. **<u>Financial</u>** - The requested action has a minimal financial impact. The City has a franchise fee on solid waste hauling so to the extent that revenues increase, the City gains a small percentage of that increase. Solid waste charges are customer charges paid to franchised haulers.

C. **Timing** - Newer high-density and middle-housing development patterns can create collection access issues that are not fully addressed by the current rate schedule. The current rate schedule became effective January 1, 2026, and recognizes that on-curb roll cart service may not be appropriate where access for automated equipment is not provided. Council approval would allow collection of solid waste off-the curb as an added service option.

D. **Policy/Legal** - Keizer Code requires Council approval of solid waste rate changes and provides the process for a franchisee request, City Manager investigation and recommendation, public hearing, and Council order establishing rates and effective dates. Keizer Code also requires rates to be just, fair, reasonable, and adequate and prohibits discriminatory rate or service practices. Staff should develop any concierge surcharge using objective service conditions, such as lack of truck-accessible cart staging, distance from collection point, number or type of carts, manual handling requirements, or similar cost drivers.

V. Alternatives

A. Alternative A: Adopt the attached Order approving the rate as proposed.

B. Alternative B: Set a different rate.

C. Take No Action: The City would continue using the existing solid waste rate schedule, and non-standard service conditions at high-density developments may remain unresolved.

VI. Recommendation

Staff recommends that the City Council open the public hearing and take testimony. If the Council has no further questions, close the public hearing and adopt the attached Order approving the rate schedule request from Loren's Sanitation and Recycling, Inc. and Valley Recycling Disposal, Inc.

Attachments

1. Order_CC_ Solid Waste Rates 2026_8 3 2026
2. Keizer Updated Rate Sheet 2026 V2

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

ORDER

IN THE MATTER OF THE AMENDMENT OF RATES FOR FRANCHISE SOLID WASTE COLLECTION WITHIN THE CITY OF KEIZER, EFFECTIVE AS OF OCTOBER 1, 2026

This matter comes before the Keizer City Council upon the request of Loren's Sanitation and Recycling, Inc. and Valley Solid Waste Management Corp., dba Valley Recycling & Disposal, Inc., Keizer's franchised solid waste/recycling haulers;

IT APPEARING that the certain order entitled "In the Matter of the Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of January 1, 2026" was adopted on November 3, 2025;

IT FURTHER APPEARING that the franchised solid waste collectors in Keizer have requested an addition to the rates to include a non-curb rate, the City Manager's office of the City of Keizer has investigated and reviewed the proposed solid waste collection rates and has recommended approval of the rates set forth in Exhibit "A" attached hereto;

IT FURTHER APPEARING that the collection rates, charges and services has been considered at a public hearing held at 6:00 p.m., August 3, 2026, by and before the City Council of the City of Keizer;

IT FURTHER APPEARING that the City Council of the City of Keizer expressly hereby finds that current projected revenues and expenses are reasonable; the collection

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rates should be established as set forth in Exhibit "A" attached beginning October 1, 2026; and the proposed rates and services will be just, fair, reasonable and sufficient to provide service to the public;

NOW, THEREFORE;

IT IS HEREBY ORDERED that the solid waste collection franchisees in the municipal city limits of the City of Keizer, to wit:

Loren's Sanitation and Recycling Service, Inc. and Valley Solid Waste Management Corp., dba Valley Recycling & Disposal, Inc. are authorized to charge maximum rates as listed in Exhibit "A" beginning October 1, 2026 as set forth in Exhibit "A", a copy of which is attached to this Order and by this reference incorporated herein, for solid waste collection service in the City of Keizer.

IT IS HEREBY FURTHER ORDERED that the collection franchisees notify their affected customers prior to implementing the new rates.

IT IS HEREBY FURTHER ORDERED that except as amended herein, all other rates, charges and services shall remain in effect without change.

IT IS HEREBY FURTHER ORDERED that the Order in the Matter of the Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of January 1, 2026" adopted on November 3, 2025 is hereby repealed on October 1, 2026.

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IT IS HEREBY FURTHER ORDERED that this Order shall be effective October 1, 2026, until replaced.

PASSED this ____________ day of ____________________, 2026.

SIGNED this ____________ day of ____________________, 2026.

____
Mayor

____
City Recorder

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FRANCHISED SOLID WASTE COLLECTION RATES

CITY OF KEIZER - Proposed Rate Change Effective January 1, 2026

	2025 Rate	Proposed January 1, 2026 Rate
(1) RESIDENTIAL - CURB SIDE CART SERVICE PACKAGES	20.84	21.28
(A) 20 gallon solid waste cart service only		
This service includes recycling		
(B) 20 gallon solid waste cart service	31.19	31.84
Service consists of one 20 gallon solid waste cart collected weekly, one 95 gallon mixed recycle cart collected bi-weekly, and one 95 gallon organic cart collected weekly		
(C) 35 gallon solid waste cart service	34.37	35.09
Service consists of one 35 gallon solid waste cart collected weekly, one 95 gallon mixed recycle cart collected bi-weekly, and one 95 gallon organic cart collected weekly		
Each occasional extra pick up (17 gallon equals 30lbs.)	3.81	3.89
Each occasional extra pick up (35 gallon equals 60lbs.)	7.60	7.76
Additional 35 gallon solid waste cart collected weekly	17.19	17.55
(D) 65 gallon solid waste cart service		
Service consists of one 65 gallon solid waste cart collected weekly, one 95 gallon mixed recycle cart collected bi-weekly, and one 95 gallon organic cart collected weekly	46.03	47.00
Each occasional extra pick up (17 gallon equals 30lbs.)	3.81	3.89
Each occasional extra pick up (35 gallon equals 60lbs.)	7.60	7.76
Additional 65 gallon solid waste cart collected weekly	27.62	28.20
(E) 95 gallon solid waste cart service		
Service consists of one 65 gallon solid waste cart collected weekly, one 95 gallon mixed recycle cart collected bi-weekly, and one 95 gallon organic cart collected weekly	53.56	54.68
Each occasional extra pick up (17 gallon equals 30lbs.)	3.81	3.89
Each occasional extra pick up (35 gallon equals 60lbs.)	7.6	7.76
Additional 95 gallon solid waste cart collected weekly	40.17	41.01
(F) Residential "On Call" service	9.53	9.73
Service includes one 35 gallon solid waste cart only. No yard debris or recycling service included.		
(G) Other Fees and Services		
Extra Yard Debris Cart - for full service residential customers only - per cart	8.93	9.12
Yard Debris Cart Only Service - for residential and non-residential services rate	17.01	17.37
Contamination Fee	15.32	15.64
Commingle Recycle Cart Only Service - for residential and non-residential customers rate	17.12	17.48
Senior Citizen / Disabled Head of Household discount off residential package if qualified as noted below*	20%	20%

*Customer must apply for and be approved for the City of Keizer Rate Assistance Program.
Customer must provide proof of approved status on Rate Assistance Program each year.
Once approved, 20% discount is applied to residential service package.

FRANCHISED SOLID WASTE COLLECTION RATES

CITY OF KEIZER - Proposed Rate Change Effective January 1, 2026

	2025 Rate	Proposed January 1, 2026 Rate
(2) RESIDENTIAL-MULTI FAMILY & MOBILE HOME PARKS		
(1) 4 Units or less		
20 gallon: full service	27.38	27.95
20 gallon: opt-out yard debris	19.64	20.05
35 gallon: full service	30.16	30.79
(2) 5 Units or more - single billing		
20 gallon: no yard debris	19.48	19.89
35 gallon: no yard debris	22.09	22.55

Residential Full Service Includes:

Haulers will make available color-coded calendar for each customer that specifies bi-weekly collection schedule
Haulers provide automated roll carts - included in service price
Customers will not place larger items or over fill cart. Overfilled carts will be charged accordingly.
Customers will not place hazardous chemicals, paint, corrosive materials or **hot ashes** into the carts
Roll cart service may not be appropriate for customers that do not provide access to the cart (for automated equipment) - or for non-compliance with restrictions outlined above.
Damaged carts will be billed at replacement cost
A vacation credit shall be given for Customers who stop service for a period of three consecutive weeks or longer. Not to exceed 2 times per year.

Premium off-curb service per month - per container rate **		9.30

**Off-Curb service is not mandatory. The rate defrays additional cost associated with this special service.

- Up to 30 ft. walk-in. Carts must be visible from curb. Carts subject to weight limits. Walkways must be safe.
- All off-curb customers must pay the fee, regardless of the number of homes on their private lane.
- Up to 300 ft. drive-in; with signed “Property Release”. (All affected property owners must sign.)
- All drive-ins must meet truck turnaround/serviceability standards. No backing into traffic.
- Each property must also meet those standards if truck enters private property from shared lanes.
- More than 300 ft.; for additional fee based on round-trip travel at the city approved Special Services rate.

Maximum Cart Weights

20 gallons - 40 lbs per week
35 gallons - 60 lbs per week
65 gallons - 120 lbs per week
95 gallons - 150 lbs per week

FRANCHISED SOLID WASTE COLLECTION RATES

CITY OF KEIZER - Proposed Rate Change Effective January 1, 2026

	2025 Rate	Proposed January 1, 2026 Rate
(3) COMMERCIAL ROLL CART SERVICE		
Commercial 35 gallon roll cart - curb	24.03	24.53
Commercial 65 gallon roll cart - curb	34.22	34.94
Commercial 65 gallon food waste	16.87	17.22
Commercial 95 gallon roll cart - curb	44.39	45.32

Haulers to provide automated roll carts - included in service price
Customers will not place larger items or over fill cart (lid must close completely prior to collection)
Customers will not place hazardous chemicals, paint, corrosive materials or **hot ashes** into the carts
Roll cart service may not be appropriate for customers that do not provide access to the cart (for automated equipment) - or for non-compliance with restrictions outlined above.
Commercial roll cart service includes one 95 gallon commingle cart - any additional carts will be billed at $2.00/month per cart
Cardboard service provided with container service
Cardboard service provided with cart services will be billed $10.00 per month container rental fee.

Maximum Cart Weights

35 gallons - 60 lbs per week | 65 gallons - 120 lbs per week | 95 gallons - 150 lbs per week

(A) BUNDLES, BOXES, SACKS, OR OVERFILLED CARTS

Rate based on volumes equivalent to 35 gallon cart

(4) CONTAINER SERVICE - Weekly Service, Monthly Rate		2025 Rate	Proposed January 1, 2026 Rate
(A) CONTAINER - MANUAL FRONT LOAD - LOOSE			
One yard	First stop	94.44	96.42
	Each added stop	84.44	86.42
One & one-half yard	First stop	132.88	135.67
	Each added stop	122.88	125.67
Two yard	First stop	170.28	173.86
	Each added stop	160.28	163.86
Three yard	First stop	244.26	249.39
	Each added stop	234.26	239.39
Four yard	First stop	310.14	316.65
	Each added stop	300.14	306.65
Five yard	First stop	379.35	387.32
	Each added stop	369.35	377.32
Six yard	First stop	445.79	455.15
	Each added stop	435.79	445.15
Eight Yard	First stop	551.77	563.36
	Each added stop	541.77	553.36

FRANCHISED SOLID WASTE COLLECTION RATES

CITY OF KEIZER - Proposed Rate Change Effective January 1, 2026

		2025 Rate	Proposed January 1, 2026 Rate
(B) CONTAINER - AUTOMATED FRONT LOAD - LOOSE			
Two yard	First stop	156.36	159.64
	Each added stop	146.06	149.64
Three yard	First stop	203.35	207.62
	Each added stop	193.05	197.62
Four yard	First stop	266.01	271.60
	Each added stop	256.01	261.60
Five yard	First stop	330.03	336.96
	Each added stop	320.03	326.96
Six yard	First stop	389.77	397.96
	Each added stop	379.77	387.96
Eight Yard	First stop	514.08	524.88
	Each added stop	504.08	514.88

One time container locking fee $162.00/per container
Hauler may, at their discretion, include a "no fee/no key" lock on recycling containers
Container delivery fee - $30.00 for container use on short term rental basis

(C) RESIDENTIAL SPECIAL CLEAN-UP CONTAINER		2025 Rate	Proposed January 1, 2026 Rate
Two yard	First stop	80.98	82.68
	Each added stop	46.41	47.38
Container must be accessible to truck: weight limit 750 lbs			
Three yard	First stop	124.90	127.52
	Each added stop	88.59	90.45
Container must be accessible to truck: weight limit 1000 lbs			

(D) CONTAINER - COMPACTED

Customer supplies the compactor and container. Rate for first and added stop is triple the rate for same size container for shredded, altered or mechanically compacted waste.

(5) DROP BOX SERVICE / COMPACTOR

All rates are plus disposal fee, rental charges, and mileage, where applicable
Minimum service: 10 cubic yard

(A) LOOSE MATERIAL			2025 Rate		Proposed January 1, 2026 Rate
10 yard	Temp box delivery fee	38.90	172.05	75.00	175.66
20 yard	Temp box delivery fee	38.90	173.93	75.00	177.58
30 yard	Temp box delivery fee	38.90	204.39	75.00	208.68
40 yard	Temp box delivery fee	38.90	262.92	75.00	268.44

	2025 Rate	Proposed January 1, 2026 Rate
(B) COMPACTED MATERIAL		
Cost per yard for service (25 YD MINIMUM)		
Customer supplies compactor or box (per yd for first 25 yds)	8.46	8.64
Minimum	211.50	216.00
Disposal fee x 1.11% the cost of disposal ticket		
(C) ADDITIONAL CHARGES		
Rental per day, after first 48 hours	9.07	9.26
Monthly rental	93.37	95.33
Mileage charge for more than five mile radius from base station, per running mile	1.46	1.49

FRANCHISED SOLID WASTE COLLECTION RATES

CITY OF KEIZER - Proposed Rate Change Effective January 1, 2026

(6) MEDICAL WASTE COLLECTION RATES

(A) Services provided by Marion Environmental Service

Commercial Medical Waste Collection Rate		**Current Rate**	**Rate August 1, 2025**	**Rate August 1, 2025**
	Heavy Volume	Low Volume	Heavy Volume	Low Volume
	60+ Boxes	1-59 Box	60+ Boxes	1-59 Box
20 Gallon Bx/Bg Keizer	17.50	23.00	33.35	44.95
Ea. Addtl. 20 Gallon Bx/Bg Keizer				
35 Gallon Bx/Bg Keizer	19.50	26.00	37.35	48.95
Ea. Addtl. 35 Gallon Bx/Bg Keizer				
Salem Hospital - Pick-up only - No Box/Bag Supplied			**Rate August 1, 2025**	
20 Gallon Bx/Bg Keizer	8.10		8.10	
35 Gallon Bx/Bg Keizer	8.67		8.67	
Items Purchased				
Lids				
20 Gallon ~ 35 Gallon Lids	4.40		4.40	
Sharps				
Sharps Containers	7.90		7.90	
Haulers Sharps Case	179.50		179.50	
Haulers Sharps Containers	4.50		4.50	

Box/Bags	Current Rate	**Rate August 1, 2025**
20 Gallon Bag only	1.20	1.20
20 Gallon Box only	5.85	5.85
20 Gallon Box~Bag	7.05	7.05
20 Gallon Bags per case/100	117.80	117.80
35 Gallon Bag only	1.75	1.75
35 Gallon Box only	6.70	6.70
35 Gallon Box~Bag	8.45	8.45
35 Gallon Bags per case/100	173.90	173.90
Storage Container Rental		
Monthly Renal	24.70	24.70

Minimum $30.00/$100.00 Hourly Rate Trip Charge = $1.66 per minute

	Current Rate	**Proposed Rate**
(B) RESIDENTIAL BIO-MEDICAL SHARPS CONTAINER (OAR 437-02-360)	14.01	14.30

One gallon specially designed container, delivered to the door. To be used until filled and then collected by hauler separately from municipal solid waste. May not be left at the curb for pick up.

FRANCHISED SOLID WASTE COLLECTION RATES

CITY OF KEIZER - Proposed Rate Change Effective January 1, 2026

(7) SPECIAL SERVICES AND MISCELLANEOUS SERVICES

If debris exceeds 10 yards, use drop box at hauler's discretion. Unless noted, prices reflect disposal only, trip charges may apply.

CALL BACK SERVICE	12.31	12.57

(A) JANITORIAL SERVICES, CALL BACKS, AND OTHER SPECIAL SERVICES

All fees in addition to disposal	Current One Man	**Proposed January 1, 2026** One Man	Current Two Man	**Proposed January 1, 2026** Two Man
1/4 hour	36.91	37.69	49.20	50.23
1/2 hour	73.80	75.35	98.41	100.48
3/4 hour	110.71	113.03	147.61	150.71
1 hour	147.61	150.71	196.81	200.94

All fees in addition to disposal charged at $13.00 per yard

Maximum trip charge 31.95

(B) TIRES	Current rate	**Proposed January 1, 2026** rate
Passenger tires (up to 16")	7.38	7.53
Passenger tires (up to 16") w/rims	9.84	10.05
Truck tires	17.22	17.58
Truck tires w/rims	29.53	30.15
Tractor tires - special service and disposal rates apply		

FRANCHISED SOLID WASTE COLLECTION RATES

CITY OF KEIZER - Proposed Rate Change Effective January 1, 2026

(C) LARGE MAJOR APPLIANCES AND FURNITURE

	2025 Rate	Proposed January 1, 2026 Rate
Appliances $10.00 - $15.00 service fee for large appliances - plus cost for freon removal, and hourly labor to remove and dispose.		
Special items:		
1.) large furniture (couch, dresser, etc.)	18.00 - 25.00	18.00 - 25.00
2.) small furniture (arm chair)	11.00 - 18.00	11.00 - 18.00
3.) hide-a-bed	24.00 - 30.00	24.00 - 30.00
4.) table & 3-4 chairs	11.53	11.53
5.) mattresses		
twin	10.08	10.08
twin box spring	9.38	9.38
full/queen	12.97	12.97
full/queen box spring	11.53	11.53
king	15.84	15.84
double twin box spring for king	14.41	14.41
(rates increase if items are wet)		
6.) bathtub/sink/toilet		
fiberglass tub/shower	15.00 - 20.00	15.00 - 20.00
cast iron tub/shower	will quote	will quote
sink/toilet	7.00 - 12.00	7.00 - 12.00
double sinks	will quote	will quote
7.) hot water heaters	13.00 - 21.00	13.00 - 21.00
8.) carpets	will quote	will quote
9.) computers & peripherals	16.00	16.00
10.) televisions & monitors 15-20"	16.00	16.00
20-32"	22.14	22.14
32"	28.30	28.30
larger	will quote	will quote

(8) RESTART (delinquent customers)

	2025 Rate	Proposed January 1, 2026 Rate
Restart delinquent account fee	12.31	12.31
Precise charge for receptacle pick-up and return, all areas:		
per set of carts	30.75	30.75
per container	30.75	30.75
per drop box	30.75	30.75

City Council Meeting Date: August 3, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: Event Center Fee Waiver - Keizer-Iyo-Salem International Exchange Committee Reception and Classes

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Proposed Motion

I move the City Council approve a waiver of the Event Center use fee of $1,235 for the Keizer-Iyo-Salem International Exchange Committee events on August 20th, August 24th and August 25, 2026.

I. Summary

The Keizer-Iyo-Salem International Exchange Committee has requested use of a small room in the Keizer Event Center from 8:00 am to 1:00 pm on August 20, and August 24, 2026 for classroom type instruction for middle school students visiting from Iyo, Japan. In addition, they have requested use of a medium room in the Event Center from 3:00 pm to 11:00 pm on August 25, 2026, for a formal reception.

The use fee for a small room, including audio/visual equipment, is $435 with a $300 refundable deposit. The use fee for the medium-sized room, including audio/visual equipment, is $800, with a $750 refundable deposit. In addition, Keizer-Iyo-Salem will be responsible for security services during the reception while alcohol is being served.

II. Background

A. This is the fourth year that the Keizer-Iyo-Salem International Exchange Committee has requested to use the Keizer Event Center.

B. The Event Center use fees have been waived for all past events.

III. Current Situation

A. The Keizer-Iyo-Salem International Exchange Committee has requested a waiver of the $1,235 Event Center use fee.

B. As of this date, no other requests for room reservations on this date have been received.

IV. Analysis

A. **Strategic Impact** - Not Applicable.

B. **Financial** - A use fee waiver will result in $1,235 less revenue for the Event Center Fund.

C. **Timing** - The Keizer-Iyo-Salem International Exchange Committee events are scheduled for August 20, August 24 and August 25, 2026.

D. **Policy/Legal** - Resolution R2024-345 - Adopting Use Polices and Rates for the Keizer Event Center: Repealing Resolution R2023-3423, indicates that the City Council may reduce or waive rates, deposits or other costs for certain uses if, in the council's sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City's fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.

V. Alternatives

A. Approve a waiver of the Event Center use fee of $1,235.

B. Take no action and the applicable use fee rates will apply for these events.

VI. Recommendation

Staff recommends the City Council approve a waiver of the Event Center use fees of $1,235 for the Keizer-Iyo-Salem International Exchange Committee events.

Attachments

1. LTR_CC_Keizer-Iyo-Salem International Exchange Fee Waiver Request_08 03 2026

KEIZER-IYO-SALEM INTERNATIONAL EXCHANGE COMMITTEE
Edward E. Davis, Chair

July 21 2026

Cathy Clark, Mayor
Adam Brown, City Manager
City of Keizer
930 Chemawa Rd. NE
P. O. Box 21000
Keizer, OR 07307-1000

Re: Keizer-Iyo-Salem International Exchange

Dear Cathy & Adam:

Thank you again for your support of our middle-school exchange program with the City of Iyo in the Ehime Prefecture of Japan.

Our program hosted 16 Iyo middle school students from 2010-2019. After a 3-year COVID break from 2020-2022, with the support of the City of Keizer, we've hosted 14 Iyo students each year since 2023. At a Wednesday evening arrival, students were connected in pairs with local host families. Following weekdays included morning classes to practice English and learn about American culture, followed by box lunches and various afternoon activities. Afternoon activities included visits to Keizer City Hall, Police & Fire Stations, Heritage Center & Library, the State Capitol & Willamette University, Mission Mill, Keizer Rapids Park, Riverfront Park (including Discover Village & the Carousel), etc.

As you know, through the connections enabled by this program, The City of Keizer and the City of Iyo have signed a memorandum of understanding to formalize a Sister City agreement. This exchange is intended to become part of the educational component of that relationship. The Keizer-Iyo Sister City Association (KISCA) has now been formed as a non-profit organization, and our committee is in process of signing a memorandum of understanding to transfer our remaining operating funds to KISCA for use in this and future years' exchanges.

945 Holiday Ct. S | Salem, OR 97302-5927
P: (503) 399-0689 | C: (503) 586-4685 | E: eddavis@comcast.net

KEIZER-IYO-SALEM INTERNATIONAL EXCHANGE COMMITTEE
Edward E. Davis, Chair

Our requests of the City of Keizer are as follows:

1) Allow us to use a meeting room at Keizer City Hall for our morning classes on Thursday, August 20th and Monday, August 24th.
2) Allow our visitors to host a formal reception on Tuesday evening, August 25th in the Keizer Event Center.
3) Accept a formal greeting to Mayor Clark, City Manager Brown, & other interested City officials from the Group Leader,
4) Allow our group access to City Hall & Council Chambers for an explanation of how our local governments work,
5) Attend, as guests, the formal reception & program hosted by our visitors on Tuesday evening, August 25th in the Keizer Event Center.
6) Waive any City and Event Center fees for the above events.

Chuck Itoh and I will be glad to attend a Council meeting to answer any questions you or your councilors may have about our program & request. Please know how much we appreciate your consideration, encouragement, and courtesy.

Sincerely,

Edward E. Davis, Chair
Keizer-Iyo-Salem International Exchange Committee

EED:e

cc: Katsumi “Chuck” Itoh

945 Holiday Ct. S | Salem, OR 97302-5927
P: (503) 399-0689 | C: (503) 586-4685 | E: eddavis@comcast.net

City Council Meeting Date: August 3, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Joseph Lindsay, City Attorney

Subject: Neighborhood Associations

Proposed Motion

I move that the City Council adopt Ordinance No. 2026-___ Relating to Recognition of Neighborhood Associations (if necessary: as amended); Amending Keizer Code Chapter 2, Article VIII

I. Summary

In the aftermath of the April 13, 2026, work session, the City Council directed staff to amend some specific wording in the neighborhood association ordinance in the Keizer Code. The matter was before the City Council at its June 15, 2026 meeting. The City Council directed staff to make additional amendments and return the matter to a future meeting.

II. Background

A. Keizer Code Chapter 2, Article VIII deals with recognition of neighborhood associations in the city of Keizer. The Keizer City Council met with representatives of all the existing neighborhood associations in a work session on April 13, 2026, for feedback and input into how these groups can work together.

B. The matter was brought before the Keizer City Council at its June 15, 2026 meeting and the Council directed staff to make additional amendments and bring the revisions back at a future date.

III. Current Situation

A. At the April 13, 2026, work session, City Council directed staff to amend some specific wording in the neighborhood association ordinance to reflect changes sought by the associations and the councilors. One change was to revise the city's responsibilities relating to the city's website. Another was to include standards that meetings should adhere to city suggested access and ADA compliance and that the boundaries shall be reviewed every three years by the neighborhood associations. The Council also moved to change when the annual reports by the neighborhood associations should be made.

B. Since the April work session, some other ideas and suggestions have been brought to the attention of the legal department. These are: whether official websites for neighborhood associations need to be truly public (not requiring befriending on Facebook), whether all meetings should be consistent by being held in-person at the event center with the online option utilizing the owl, and whether the City should require advanced permission before any use of other entities' logos by a neighborhood association in marketing or social media.

C. The matter was brought before the Council at its June 15, 2026 regular meeting. Several members of the neighborhood associations spoke about the revisions and Council directed staff to further refine the ordinance to reflect changes sought by the associations and the councilors.

D. Since the June regular meeting, some other ideas and suggestions have been brought to my attention. If Council desires further revisions than what is presented tonight, they need to be mentioned in tonight's meeting.

IV. Analysis

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

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

C. **Timing** - No particular timing needed.

D. **Policy/Legal** - Only the Council can amend the Keizer Code.

V. Alternatives

A. Adopt the ordinance as presented.

B. Adopt the ordinance as amended.

C. Do nothing.

VI. Recommendation

Staff recommends adopting the ordinance with further amendments as desired by the Council.

Attachments

1. ORD_CC_Amending Chapter 2 Article VIII - Neighborhood Associations_8 3 2026
2. EXH_CC_ARTICLE_VIII-Neighborhood Associations_8 3 2026

A BILL ORDINANCE NO. 2026-__________

FOR

AN ORDINANCE

RELATING TO RECOGNITION OF NEIGHBORHOOD ASSOCIATIONS; AMENDING KEIZER CODE CHAPTER 2, ARTICLE VIII

The City of Keizer ordains as follows:

Section 1. Keizer Code Chapter 2, Article VIII is hereby amended as set forth in Exhibit A, attached hereto and by this reference incorporated herein.

Section 2. In preparing this ordinance for publication and distribution, the City Recorder shall not alter the sense, meaning, effect or substance of this ordinance, but within such limitations, may:

(a) Renumber sections and parts of sections of the ordinance;

(b) Rearrange sections;

(c) Change reference numbers to agree with renumbered chapters, sections or other parts;

(d) Delete references to repealed sections;

(e) Substitute the proper subsection, section or chapter, or other division numbers;

(f) Change capitalization and spelling for the purpose of uniformity;

(g) Add headings for purposes of grouping like sections together for ease of reference; and

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

(h) Correct manifest clerical, grammatical or typographic errors.

Section 3. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

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

PASSED this ________ day of ___________________, 2026.

SIGNED this ________ day of ___________________, 2026.

____
Mayor

____
City Recorder

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

ARTICLE VIII. RECOGNITION OF NEIGHBORHOOD ASSOCIATIONS

Sec. 2-270. Purpose.

This article is intended to recognize that neighborhood associations are an important part of the involvement and volunteerism of the residents of the community in city government. Active neighborhood associations enhance the city's resident involvement program and provide an important two-way channel for information relative to the activities of the city. This article is intended to provide a framework for establishment and recognition of neighborhood associations and to acknowledge such associations as legitimate representatives of the residents and issues within their boundaries.

(Ord. No. 2024-875, § 1, 5-20-2024)

Sec. 2-271. Neighborhood associations.

A neighborhood association is any group of people organized within a geographical area for the purpose of studying and acting on issues affecting neighborhood and citywide livability and government operations, and that also actively solicits broad involvement by all residents within the association's boundary. A recognized neighborhood association is one that has been found by the city council to satisfy the standards of this article.

(Ord. No. 2024-875, § 2, 5-20-2024)

Sec. 2-272. Recognition.

The city council may officially recognize a neighborhood association as described in sections 2-273 and 2-274. For a recognized neighborhood association, the city will do the following, at a minimum:

(1) Email the association requests for comments and public hearing notices for all planning, zoning, and subdivision activities within its boundaries, unless specifically required by law to mail.

(2) Provide a notify me service on the city's website for~~Email~~ the association to obtain notices of other city issues that may result in action being taken impacting property or the residents within the association boundary, unless specifically required by law to mail.

(3) Provide a subscription service on the city's website for~~Email~~ the association to obtain agendas for all city commissions, boards, and city council meetings.

(4) Solicit the input of the association at early stages of major decision making, such as annual budget preparation and amendments to the comprehensive plan.

(5) Recognize the association as having standing in land use cases within its boundaries or within adjacent areas where there is a direct impact when input from the affected neighborhood association is received by the city ahead of or during any de novo hearing on the matter.

(6) Provide assistance in publicizing the activities of the association through press releases, city publications, and other media as resources allow.

(7) If a neighborhood association applies for and obtains the least costly local post office box option, the city will reimburse it for that cost out of the amount budgeted for the neighborhood association.

(8) If budgeted funds are available, a neighborhood association can seek reimbursement from the city funds dedicated to them in accordance with the neighborhood association reimbursement policy established by the council and provided by the finance department.

(Ord. No. 2024-875, § 3, 5-20-2024)

Sec. 2-273. Process for recognition.

A neighborhood association may petition the city council for official recognition. If the council finds that the standards outlined in section 2-274 are met, the association may be recognized by resolution.

(Ord. No. 2024-875, § 4, 5-20-2024)

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. The in-person meetings shall be held at the event center utilizing the owl for any on-line participation if requested. 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 in a city-suggested (required) manner that adheres to ADA compliance, 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. The official website needs to be open to the public and not require friending or joining in order to access posts. Any use of another entity's logos or names will be permitted by that entity in advance of the use.

c. The association must not post any non-official minutes of any city boards, commissions, task forces, or committees. Only official adopted city minutes should be posted to avoid conflicting information.

d~~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.

e~~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.

f~~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.

g~~f~~. The association must attend an annual joint session with the city council on a date set by the city, customarily in March.

(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 regarding the previous calendar year to the city council at a council meeting between January~~March~~ 1 and February 28~~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.

(7) Any updates to the neighborhood's bylaws.

(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)

Sec. 2-277. Terminating recognition.

At any time, the council may consider an association's alleged failure to meet the requirements for recognition. If the council finds the association has not continued to meet the requirements for recognition as outlined in section 2-274, the council may, by resolution, revoke recognition.

(Ord. No. 2024-875, § 8, 5-20-2024)

Secs. 2-278—2-302. Reserved.

City Council Meeting Date: August 3, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Joseph Lindsay, City Attorney

Subject: Relating to Acquisition of Property Interests

Proposed Motion

I move that the City Council adopt Ordinance 2026-___ Relating to Acquisition of Property Interests; Amending Keizer Code Chapter 2, Article VII.

I. Summary

After going through the codification process, the City is continuing to identify changes that need to be addressed in the Keizer Code. Here, the proposed ordinance will adopt the process that is currently being used relating to acquisition of property interests.

II. Background

A. The last time the City adopted a process to be used for acquisition of property interests was in 1986, by ordinance no. 86-070. The incorporated acquisition of property interests code therein was from 1986.

B. The process from 1986 requires updating.

C. Memorializing the current process being used is the best practice.

III. Current Situation

A. The proposed adoption of the acquisition of property interests code looks to memorialize the current practice being used.

IV. Analysis

A. **Strategic Impact** - NA

B. **Financial** - NA

C. **Timing** - It is helpful to get this done more sooner than later.

D. **Policy/Legal** - Adopting the current practice will erase any confusion about what practice to use and authority of signing documentation relating to acquisition of property interests.

V. Alternatives

A. Adopt the ordinance as presented.

B. Ask for staff to make changes.

C. Take no action, and the code will remain in place.

VI. Recommendation

Staff recommends adopting the ordinance as presented.

Attachments

1. ORD_CC_Amending Keizer Code Chapter 2 Article VII - Acquisition of Property Interests_8 3 2026
2. EXH_CC_Article VII - Acquisition of Property Interests_8 3 2026

A BILL

ORDINANCE NO. 2026-__________

FOR

AN ORDINANCE

RELATING TO ACQUISITION OF PROPERTY INTERESTS; AMENDING KEIZER CODE CHAPTER 2, ARTICLE VII

The City of Keizer ordains as follows:

Section 1. Keizer Code Chapter 2, Article VII is hereby amended as set forth in Exhibit A, attached hereto and by this reference incorporated herein.

Section 2. In preparing this ordinance for publication and distribution, the City Recorder shall not alter the sense, meaning, effect or substance of this ordinance, but within such limitations, may:

(a) Renumber sections and parts of sections of the ordinance;

(b) Rearrange sections;

(c) Change reference numbers to agree with renumbered chapters, sections or other parts;

(d) Delete references to repealed sections;

(e) Substitute the proper subsection, section or chapter, or other division numbers;

(f) Change capitalization and spelling for the purpose of uniformity;

(g) Add headings for purposes of grouping like sections together for ease of reference; and

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

(h) Correct manifest clerical, grammatical or typographic errors.

Section 3. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

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

PASSED this ________ day of ___________________, 2026.

SIGNED this ________ day of ___________________, 2026.

____
Mayor

____
City Recorder

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

ARTICLE VII. ACQUISITION OF PROPERTY INTERESTS

Sec. 2-227. Applicability of procedure.

Except as provided in sections 2-235~~4~~ through 2-238~~7~~, the procedure set forth in this article shall apply in all cases in which the city is acquiring an interest in property in its corporate capacity, whether or not such interest shall be an interest in fee.

(Ord. No. 86-070, § 1, 8-4-1986)

Sec. 2-228. Application.

Unless requested by the City, a~~A~~ny person or entity wanting to convey any interest in real property to the city or to dedicate an interest to the public, whether for right-of-way purposes or any other public purpose, shall complete an application set forth in Section 2-239 and provide~~d~~ it to~~by~~ the city recorder. The city may also request that the applicant submit a preliminary title report or other appropriate title assurances.

(Ord. No. 86-070, § 2, 8-4-1986)

Sec. 2-229. Keizer Parks and Recreation Advisory Board review.

If an application is being submitted for property to be used as a park, the application shall be submitted to the Keizer Parks and Recreation Advisory Board for its review and approval. Comments shall be solicited from the board, the planning department and the public works department. If the board determines that the application is complete, it shall submit a written report stating its findings of fact and conclusions based upon the application and other evidence presented and shall make a recommendation to the city council.

Sec. 2-230~~29~~. Planning Department and Public Works Department~~commission~~ review.

Any non-park property~~The~~ application shall be submitted to the city planning department and public works department by the city recorder~~commission~~ for its review and approval. Comments~~The planning commission~~ shall be solicited ~~comments~~ from the planning department~~, the city engineer~~ and the public works department ~~of public works~~. If the planning department and public works department~~commission~~ determines that the application is complete, it shall submit a written report stating its findings of fact and conclusions based upon the application and other evidence presented and shall make a recommendation to the city council.

(Ord. No. 86-070, § 3, 8-4-1986)

Sec. 2-231~~0~~. City council review.

The city council shall review the report and recommendation of the park and recreation advisory board or the planning department and public works department~~commission~~ but shall not be bound by it. The city council shall notify the applicant if it appears that the application or terms of the offer should change prior to the city considering acceptance. The applicant may then modify the application or terms of the offer and resubmit the offer to the city council. The city council is not bound to accept the offer because staff~~the planning commission~~

recommends acceptance or because the offer was resubmitted to the city council on terms proposed by the city council.

(Ord. No. 86-070, § 4, 8-4-1986)

Sec. 2-232~~1~~. City council acceptance.

An offer is not accepted with respect to an interest in property until the city council by resolution votes to accept the offer on the exact terms proposed by the offeror either in the initial offer or in resubmitted offers under section 2-231~~0~~.

(Ord. No. 86-070, § 5, 8-4-1986)

Sec. 2-233~~2~~. City attorney approval.

If the city accepts the offered interest in real property, the applicant shall prepare an appropriate conveyancing document. That document shall be submitted to the city attorney for approval as to form.

(Ord. No. 86-070, § 6, 8-4-1986)

Sec. 2-234~~3~~. Mayor's signature.

After completing the steps in sections 2-227 through 2-233~~2~~, including approval by the city attorney as to form, the mayor is authorized to accept the offered interest on behalf of the city.

(Ord. No. 86-070, § 7, 8-4-1986)

Sec. 2-235~~4~~. Public works exception.

Notwithstanding any contrary provision in this article, the mayor is authorized to accept any ~~transfer or~~ dedication of an interest on behalf of the city where that ~~transfer or~~ dedication is part of a street~~, sidewalk, water, sewer or other public~~ improvement project ~~that has been authorized by the city council~~ where the transfer or dedication instrument has been reviewed and approved by the city public works director and city attorney~~engineer~~. The public works director is authorized to accept any easement on behalf of the city where that granting is part of a street, sidewalk, water, sewer, utility, or other public improvement project where the transfer instrument has been reviewed and approved by the city public works director and city attorney.

(Ord. No. 86-070, § 8, 8-4-1986)

Sec. 2-236~~5~~. Purchase exception.

Notwithstanding any contrary provision in this article, the city council may negotiate directly, or through a city official or designated agent, to purchase, for value, property to be used for a public purpose without using the procedures set forth in this article.

(Ord. No. 86-070, § 9, 8-4-1986)

Sec. 2-237~~6~~. Land use decision exception.

Notwithstanding any contrary provision in this article, the mayor is authorized to accept any ~~transfer or~~ dedication that is required by a land use decision made by or on behalf of the city where the ~~transfer or~~ dedication instrument has been reviewed and approved by the city attorney.~~planning department and the city engineer.~~ The public works director is authorized to accept any transfer that is required by a land use decision made by or on behalf of the city where the transfer instrument has been reviewed and approved by the city attorney.

(Ord. No. 86-070, § 10, 8-4-1986)

Sec. 2-238~~7~~. Emergency exception.

Upon a finding by the city council that an emergency exists, the procedure in this article does not need to be followed; however, in all such cases approval by the city council is required before acceptance of the property and recording of the conveyance may be made.

(Ord. No. 86-070, § 11, 8-4-1986)

Sec. 2-239~~8~~. Application for conveyance.

APPLICATION FOR CONVEYANCE

of real property interest to the City of Keizer.

Applicant's Name: ____________

Address: ____________

Legal Description of Applicant's Property (attach separate sheet if necessary):

____

____

____

____

____

Type of Property interest held by applicant (check one):

_____Fee Title

_____Leasehold

_____Estate for Years

If Leasehold or Estate for years, on what date does applicant's interest in the property expire? ____________

Legal Description of property to be conveyed:

____

____

____

____

Name and address of any person or entity holding any interest, mortgage, trust deed or lien on the property:

____

____________ .

Type of property interest to be conveyed to city (check one):

_____Dedication for public use

_____Fee Title

_____Estate for Years

_____Leasehold

_____Other

Conditions and terms of the conveyance: ____________

____

____

Names and addresses of persons or entities owning adjoining property and/or other interested persons (attach separate sheet if necessary):

Name	Address

Reason for offering property to the city: ____________

____

____

Party who will be responsible for altering, improving, and/or maintaining property after acceptance: ____________ .

I certify that the information in this application is correct to the best of my knowledge.

DATE:	APPLICANT SIGNATURE:

Reviewed by Planning Department: Date:

Comments:

Reviewed by Public Works Department: Date:

Comments:

(Ord. No. 86-070, att., 8-4-1986)

Secs. 2-239—2-269. Reserved.

City Council Meeting Date: August 3, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Adam Brown, City Manager

Subject: Sports Fields Management

Proposed Motion

I move that the Keizer City Council direct staff to bring back an amendment to the agreement with Sports Facilities Companies to continue operation of the baseball softball park.

I. Summary

The City of Keizer entered into an agreement with the Sports Facilities Companies in January 2026 to operate what is now referred to as the Keizer Little League Park. As part of that contract, a six-month evaluation was built into the contract to evaluate the performance of the company and the fields. That six-month report was given at the last City Council meeting on July 20, 2026. The Council needs to be presented with options for the next steps and make a decision about how to proceed.

II. Background

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

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

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

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

III. Current Situation

A. The tournament operator pulled out and canceled several months worth of tournaments, which put SFC and the City in a difficult position. SFC gave their six-month presentation on July 20, 2026. In that presentation they offered a proposal, at staff's request, to continue work under the unfortunate financial condition of the park.

B. The first scenario requested was a furlough alternative where SFC would basically break from service at the baseball and softball park until the spring. SFC presented an option where the management fee would be eliminated for one year. The general manager would run the synthetic turf sports fields at Keizer Rapids Park for 6 months until the baseball softball season resumed in the spring. Their proposal also reduced the management fee to $10,000 for the remainder of the contract after June 2026. At that point, SFC would run both facilities. City staff would have to figure out how to run the park during the fall.

C. City staff requested that they provide another alternative where they continue to run the baseball softball park. In that proposal, they offered to reduce their monthly management fee for the remainder of the five-year term to $10,000.

D. The last option staff analyzed was the cost to do it using city employees.

E. In addition to operational costs, there are several capital needs that must be addressed.
    1. A new mower is needed. The complex has struggled with only one mower which needs work done on it. Salvage money is being received for the old zero turn mower that could not be put back into use. Two full-size zero turn mowers are needed to keep the complex properly groomed. Using cooperative purchase contracts with our local dealer, we can purchase a new commercial-use zero-turn mower for approximately $18,000
    2. The side by side has had $6,000 put into it to keep it running this year. It does not make sense to put additional money into it when a new gator under cooperative purchasing agreements can be purchased for around $12,000.
    3. Other capital needs are identified and spread out throughout the 5 year period.

F. An analysis of the options is shown below and in the attached tables. The options include running the baseball and softball park with the fields at Keizer Rapids Park and without the fields at Keizer Rapids Park:
    1. **SFC Furlough**— Sports Facilities Companies will not work on the baseball and softball park from August to March. In the interim, they will be scheduling tournaments for the Summer of 2027. The city will have to pick up maintenance of the grounds.
        a. Assumptions
            i. SFC will cease maintenance operations at the baseball and softball park. They may continue with some of the administrative responsibilities, like assisting with scheduling field times using the scheduling system already established. SFC will not collect a management fee from July 2026 to June 2027 and the fee thereafter will be $10,000 per month. There would be some

mechanism, by performance, to collect the 1 year's worth of management fee later in the contract.

    ii. SFC will handle all operations at the synthetic turf fields at Keizer Rapids Park including scheduling, operations, concessions, and maintenance.

    iii. City staff will need to pick up 2 1/2 employees to continue running the park during the 6 months that SFC is furloughed.

  b. Cost

    i. Total over contract period — $379,038

    ii. Average annual cost — $75,807

    iii. Money needed in this fiscal year — $190,314 without KRP, $90,314 with KRP

2. **SFC Continuation**- Sports Facilities Companies will continue to operate the baseball and softball park and pick up the artificial turf fields at Keizer Rapids Park.

  a. Assumptions

    i. SFC will continue to run the baseball and softball park and take over operation of the synthetic turf field complex at Keizer Rapids Park. They will reduce their management fee to $10,000 for the remainder of the 5-year contract. (This is a reduction of $6,000 per month to start off with)

    ii. SFC will handle all operations at the synthetic turf fields at Keizer Rapids Park, including scheduling, operations, concessions, and maintenance.

  b. Cost

    i. Total over contract period — $360,100

    ii. Average annual cost — $72,020

    iii. Money needed in this fiscal year — $171,376 without KRP, $71,376 with KRP

3. **City Run**— The City of Keizer will immediately take over operations of the baseball and softball park.

  1. Assumptions

    i. The City would need 3 full-time equivalent employees.

    ii. Revenues from sales and tournaments are calculated at 75% of SFC projects because we do not have the relationships and experience.

  2. Cost

    i. Total over contract period — $788,728

    ii. Average annual cost — $157,745

    iii. Money needed in this fiscal year — $313,182 without KRP,

$213,182 with KRP

IV. Analysis

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

B. **Financial** - The Keizer Little League Park has been run for nearly 40 years without any subsidy from the City of Keizer. It was built when volunteers were able to do most of the work. Because the city put no money into the park, they did not own any of the assets. The assets that were provided to the park five years ago and the ones left behind by others, were the only things remaining when Sports Facilities Companies took over. Consequently, the last two operators have had to make up for equipment that was never acquired, leftover used equipment, and donated items. This has made it a challenge for both of the last two operators to establish the facility as a premier baseball and softball park. Capital needs are included in these projections and a five-year capital list is attached.

   Both the short-term and long-term costs of operating the facility appear to staff, to be run most efficiently by continuing with SFC running the baseball softball complex. There is a net cost for any of the three proposals without the fields at Keizer Rapids Park. If the sports fields at Keizer Rapids Parks are put in the same fund as the baseball and softball park to form a recreation fund, then the revenue from both parks will show a positive cash flow in the next fiscal year. This will reduce the funded depreciation of the artificial turf at Keizer Rapids Park.

   The options explored do not take into consideration any dedicated funds from the transient occupancy tax, which could be used to make improvements to the park. If the transient occupancy tax is used, it could offset the loss of funded depreciation for the turf at Keizer Rapids Park.

   The Finance Director has proposed that we use the $200,000 in transient occupancy tax which was scheduled for Phase III of the Keizer Rapids Park Sports Fields to fund the continued operation. Money can be borrowed from the Transportation Fund to complete Phase III and repaid over five years.

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

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

V. Alternatives

A. Accept the proposal to continue with SFC under an amendment to the agreement with a checkup in one year in addition to all other agreement requirements.

B. Provide notice that no additional funding will be budgeted. Direct staff to explore an alternative delivery method or to do the work in-house by hiring additional personnel.

VI. Recommendation

After analyzing the alternatives of furloughing SFC, continuing with SFC, and performing recreation services in house, staff supports continuing with SFC with a review to be done in 1 year in addition to all other agreement requirements.

Attachments

1. Keizer Recreation FIelds 5 Yr Cash Flow Forecast_7 29 2026
2. Capital Budget_Five Year_7 29 2026
3. Agreement_SFC_Keizer LIttle League Executed_1 7 2026

SFC Furlough with 2.5 Keizer FTE for six months, no management fee during 2026-27

	Actual	Projection				
	2025-26	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**
Revenue						
Local Programming	**$ 29,988**	**$ 58,700**	**$ 100,155**	**$ 105,363**	**$ 111,931**	**$ 65,289**
Facility Rentals	**$ -**	**$ 39,307**	**$ 40,326**	**$ 41,536**	**$ 42,782**	**$ 17,936**
Events & Tournaments	**$ 11,200**	**$ 67,574**	**$ 121,619**	**$ 125,268**	**$ 129,026**	**$ 68,708**
Food and Beverage	**$ 43,391**	**$ 197,293**	**$ 387,015**	**$ 400,268**	**$ 413,856**	**$ 168,671**
Pro/Merch Shop	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Other Revenues	**$ 2,000**	**$ 15,000**	**$ 18,000**	**$ 21,600**	**$ 25,920**	**$ 31,104**
Total Revenues	**$ 86,579**	**$ 377,875**	**$ 667,115**	**$ 694,034**	**$ 723,515**	**$ 351,707**
Cost of Goods Sold						
Local Programming	**$ -**	**$ 14,675**	**$ 25,039**	**$ 26,341**	**$ 27,983**	**$ 16,322**
Facility Rentals	**$ 33,113**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Events & Tournaments	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Food and Beverage	**$ -**	**$ 64,480**	**$ 125,390**	**$ 125,674**	**$ 125,795**	**$ 50,601**
Pro/Merch Shop	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Other Revenues	**$ -**	**$ 3,000**	**$ 3,600**	**$ 4,320**	**$ 5,184**	**$ 6,221**
Labor	**$ 30,768**	**$ 165,577**	**$ 103,858**	**$ 107,590**	**$ 111,615**	**$ 51,297**
Total COGS	**$ 63,881**	**$ 247,733**	**$ 257,887**	**$ 263,924**	**$ 270,577**	**$ 124,441**
Gross Profit	**$ 22,698**	**$ 130,142**	**$ 409,228**	**$ 430,110**	**$ 452,938**	**$ 227,267**
EXPENSES						
Advertising / Marketing	**$ 2,082**	**$ 6,277**	**$ 7,366**	**$ 7,587**	**$ 7,814**	**$ 4,810**
Bank & Other Service Charges	**$ 391**	**$ 11,274**	**$ 15,686**	**$ 16,316**	**$ 17,004**	**$ 8,292**
General Office Expenses	**$ 38,704**	**$ 28,667**	**$ 29,527**	**$ 30,413**	**$ 31,325**	**$ 20,079**
Insurance	**$ 2,500**	**$ 2,625**	**$ 2,888**	**$ 3,176**	**$ 3,494**	**$ 1,830**
Management Company	**$ 105,104**	**$ -**	**$ 128,000**	**$ 129,000**	**$ 129,250**	**$ 66,500**
Salaries and Wages	**$ 42,195**	**$ 155,234**	**$ 143,965**	**$ 148,283**	**$ 152,732**	**$ 76,108**
Payroll Expenses	**$ 1,180**	**$ 23,721**	**$ 42,862**	**$ 44,192**	**$ 45,587**	**$ 24,482**
Professional Services	**$ 17,185**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Facility Maintenance	**$ 14,156**	**$ 27,920**	**$ 28,679**	**$ 29,540**	**$ 30,426**	**$ 13,759**
Utilities	**$ 10,068**	**$ 24,738**	**$ 25,831**	**$ 26,864**	**$ 27,939**	**$ 15,793**
TOTAL Expenses	**$ 233,565**	**$ 280,456**	**$ 424,804**	**$ 435,372**	**$ 445,571**	**$ 231,653**
NET OPERATING INCOME	**$ (210,867)**	**$ (150,314)**	**$ (15,575)**	**$ (5,261)**	**$ 7,366**	**$ (4,387)**
Previous Capital	**$ 145,000**					
Cash Needed for Operations	$ (65,867)					
Equipment		$ (40,000)	$ (42,500)	$ (20,000)	$ (100,000)	
Total Cash Need		$ (190,314)	$ (58,075)	$ (25,261)	$ (92,634)	$ (4,387)
Synthetic Fields at KRP - Net Revenue		$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
With Synthetic Fields at KRP Revenue	20,000.00	(90,313.59)	41,924.68	74,738.72	7,366.43	95,613.16

Total Cost over Contract
$ (379,038)

Average Annual Cost
$(75,807.55)

***This is a five-year forward-looking projection, it should be treated strictly as a planning tool built on a number of assumptions related to programming, event volume, food and beverage activity, expenses, capital timing, and overall market conditions. Actual results will vary, and these projections should not be interpreted as a guarantee or binding commitment by SFC. Accordingly, SFC cannot be held to these five-year forecast figures as actual performance will depend on a range of factors outside of any one party's control.

SFC Run

	Actual			Projection		
	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Revenue						
Local Programming	$ 29,988	$ 58,700	$ 100,155	$ 105,363	$ 111,931	$ 65,289
Facility Rentals	$ -	$ 39,307	$ 40,326	$ 41,536	$ 42,782	$ 17,936
Events & Tournaments	$ 11,200	$ 90,099	$ 121,619	$ 125,268	$ 129,026	$ 68,708
Food and Beverage	$ 43,391	$ 263,057	$ 387,015	$ 400,268	$ 413,856	$ 168,671
Pro/Merch Shop	$ -	$ -	$ -	$ -	$ -	$ -
Other Revenues	$ 2,000	$ 15,000	$ 18,000	$ 21,600	$ 25,920	$ 31,104
Total Revenues	$ 86,579	$ 466,164	$ 667,115	$ 694,034	$ 723,515	$ 351,707
Cost of Goods Sold						
Local Programming	$ -	$ 14,675	$ 25,039	$ 26,341	$ 27,983	$ 16,322
Facility Rentals	$ 33,113	$ -	$ -	$ -	$ -	$ -
Events & Tournaments	$ -	$ -	$ -	$ -	$ -	$ -
Food and Beverage	$ -	$ 85,974	$ 125,390	$ 125,674	$ 125,795	$ 50,601
Pro/Merch Shop	$ -	$ -	$ -	$ -	$ -	$ -
Other Revenues	$ -	$ 3,000	$ 3,600	$ 4,320	$ 5,184	$ 6,221
Labor	$ 30,768	$ 96,452	$ 103,858	$ 107,590	$ 111,615	$ 51,297
Total COGS	$ 63,881	$ 200,101	$ 257,887	$ 263,924	$ 270,577	$ 124,441
Gross Profit	$ 22,698	$ 266,062	$ 409,228	$ 430,110	$ 452,938	$ 227,267
EXPENSES						
Advertising / Marketing	$ 2,082	$ 6,277	$ 7,366	$ 7,587	$ 7,814	$ 4,810
Bank & Other Service Charges	$ 391	$ 11,274	$ 15,686	$ 16,316	$ 17,004	$ 8,292
General Office Expenses	$ 38,704	$ 28,667	$ 29,527	$ 30,413	$ 31,325	$ 20,079
Insurance	$ 2,500	$ 2,625	$ 2,888	$ 3,176	$ 3,494	$ 1,830
Management Company	$ 105,104	$ 136,500	$ 128,000	$ 129,000	$ 129,250	$ 66,500
Salaries and Wages	$ 42,195	$ 118,468	$ 143,965	$ 148,283	$ 152,732	$ 76,108
Payroll Expenses	$ 1,180	$ 40,969	$ 42,862	$ 44,192	$ 45,587	$ 24,482
Professional Services	$ 17,185	$ -	$ -	$ -	$ -	$ -
Facility Maintenance	$ 14,156	$ 27,920	$ 28,679	$ 29,540	$ 30,426	$ 13,759
Utilities	$ 10,068	$ 24,738	$ 25,831	$ 26,864	$ 27,939	$ 15,793
TOTAL Expenses	$ 233,565	$ 397,438	$ 424,804	$ 435,372	$ 445,571	$ 231,653
NET OPERATING INCOME	$ (210,867)	$ (131,376)	$ (15,575)	$ (5,261)	$ 7,366	$ (4,387)
Previous Capital	$ **145,000**					
Cash Needed for Operations	$ (65,867)					
Equipment		$ (40,000)	$ (42,500)	$ (20,000)	$ (100,000)	
Total Cash Need		**$ (171,376)**	**$ (58,075)**	**$ (25,261)**	**$ (92,634)**	**$ (4,387)**
Synthetic Fields at KRP - Net Revenue		$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
With Synthetic Fields at KRP Revenue	**20,000.00**	**(71,376)**	**41,925**	**74,739**	**7,366**	**95,613**

Total Cost over Contract
$ (360,100)
Average Annual Cost
$ (72,020)

***This is a five-year forward-looking projection, it should be treated strictly as a planning tool built on a number of assumptions related to programming, event volume, food and beverage activity, expenses, capital timing, and overall market conditions. Actual results will vary, and these projections should not be interpreted as a guarantee or binding commitment by SFC. Accordingly, SFC cannot be held to these five-year forecast figures as actual performance will depend on a range of factors outside of any one party's control.

Keizer Run with 3 FTE's, 75% Tournament/Concession, 6 month termination included

	Actual	Projection				
	2025-26	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**
Revenue						
Local Programming	$ 29,988	$ 58,700	$ 100,155	$ 105,363	$ 111,931	$ 65,289
Facility Rentals	$ -	$ 39,307	$ 40,326	$ 41,536	$ 42,782	$ 17,936
Events & Tournaments	$ 11,200	$ 67,574	$ 91,214	$ 93,951	$ 96,769	$ 51,531
Food and Beverage	$ 43,391	$ 197,293	$ 290,261	$ 300,201	$ 310,392	$ 126,503
Pro/Merch Shop	$ -	$ -	$ -	$ -	$ -	$ -
Other Revenues	$ 2,000	$ 15,000	$ 18,000	$ 21,600	$ 25,920	$ 31,104
Total Revenues	$ 86,579	$ 377,875	$ 539,957	$ 562,650	$ 587,794	$ 292,363
Cost of Goods Sold						
Local Programming	$ -	$ 14,675	$ 25,039	$ 26,341	$ 27,983	$ 16,322
Facility Rentals	$ 33,113	$ -	$ -	$ -	$ -	$ -
Events & Tournaments	$ -	$ -	$ -	$ -	$ -	$ -
Food and Beverage	$ -	$ 64,480	$ 94,042	$ 94,255	$ 94,346	$ 37,951
Pro/Merch Shop	$ -	$ -	$ -	$ -	$ -	$ -
Other Revenues	$ -	$ 3,000	$ 3,600	$ 4,320	$ 5,184	$ 6,221
Labor	$ 30,768	$ 235,200	$ 247,200	$ 259,200	$ 272,400	$ 142,800
Total COGS	$ 63,881	$ 317,355	$ 369,881	$ 384,116	$ 399,913	$ 203,294
Gross Profit	$ 22,698	$ 60,519	$ 170,075	$ 178,534	$ 187,881	$ 89,069
EXPENSES						
Advertising / Marketing	$ 2,082	$ 6,277	$ 7,366	$ 7,587	$ 7,814	$ 4,810
Bank & Other Service Charges	$ 391	$ 11,274	$ 15,686	$ 16,316	$ 17,004	$ 8,292
General Office Expenses	$ 38,704	$ 28,667	$ 29,527	$ 30,413	$ 31,325	$ 20,079
Insurance	$ 2,500	$ 2,625	$ 2,888	$ 3,176	$ 3,494	$ 1,830
Management Company	$ 105,104	$ 99,000	$ -	$ -	$ -	$ -
Salaries and Wages	$ 42,195	$ 133,200	$ 140,400	$ 147,600	$ 154,800	$ 81,000
Payroll Expenses	$ 1,180	$ -	$ -	$ -	$ -	$ -
Professional Services	$ 17,185	$ -	$ -	$ -	$ -	$ -
Facility Maintenance	$ 14,156	$ 27,920	$ 28,679	$ 29,540	$ 30,426	$ 13,759
Utilities	$ 10,068	$ 24,738	$ 25,831	$ 26,864	$ 27,939	$ 15,793
TOTAL Expenses	$ 233,565	$ 333,701	$ 250,377	$ 261,496	$ 272,803	$ 145,563
NET OPERATING INCOME	$ (210,867)	$ (273,182)	$ (80,302)	$ (82,961)	$ (84,922)	$ (56,494)
Previous Capital	$ 145,000					
Cash Needed for Operations	$ (65,867)					
Equipment		$ (40,000)	$ (42,500)	$ (20,000)	$ (100,000)	
Total Cash Need		**$ (313,182)**	**$ (122,802)**	**$ (102,961)**	**$ (184,922)**	**$ (56,494)**
Synthetic Fields at KRP - Net Revenue		$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
With Synthetic Fields at KRP Revenue	**20,000.00**	**(213,181.79)**	**(22,801.61)**	**(2,961.39)**	**(84,921.53)**	**43,505.86**

Total Cost over Contract
$ (788,728)

Average Annual Cost
$ (157,746)

***This is a five-year forward-looking projection, it should be treated strictly as a planning tool built on a number of assumptions related to programming, event volume, food and beverage activity, expenses, capital timing, and overall market conditions. Actual results will vary, and these projections should not be interpreted as a guarantee or binding commitment by SFC. Accordingly, SFC cannot be held to these five-year forecast figures as actual performance will depend on a range of factors outside of any one party's control.

Keizer Little League Park- Suggested Capital Project Tracker

FY 2026-27

Item		Cost	Notes;	Project Priotity	
Concessions Equipment-Turf Fields	$	6,000.00	Single door commercial freezer, single door commercial refriferator, other misc equip.	3	1=Playablity
Commercial Air Fryer- KLLP	$	5,000.00	Commercial Ventless Fryer. Will give ability to cook french fries and Chicken Fingers in larger volume.	3	2= Functionality
Trailer	$	2,000.00	Pull behind trailer to move mounds and to transport vehicles for repair, other field and garbage uses.	2	3=Revenue
Used U-Max Utility Golf Cart	$	4,000.00	Seek Used U-Max Golf Cart	2	4= Other Amenity/Park Improvement
Irrigation audit- Field Repairs	$	6,000.00	Irrigation audit, seed, aerate, irrigation repair, sod (4 fields). Not Capital, budget expense.	1	
Scoreboard Repairs	$	2,000.00	Get all scoareboards working. Could also budget as expense.	4	
Total- Year	$	25,000.00			

FY 2027-28

Item		Cost	Notes;	
New Gator	$	13,000.00	4x2 Utility John Deere Gator	2
(2) New Mounds	$	10,000.00	One Full Size and One Junior Size Mound	1
Irrigation audit- Field Repairs	$	7,500.00	Irrigation audit, seed, aerate, irrigation repair, sod (5 fields)	1
Total- Year	$	30,500.00		

FY 2028-2029

Item		Cost	Notes;	
Asphalt Walkway- Parking to Quad	$	10,000.00	Create asphalt walkway from parking lot to dugouts on fields 7/8.	4
(2) New Mounds	$	10,000.00	One Junior Size and One full size	1
Total Year	$	20,000.00		

FY 2029-30

Item		Cost	Notes;	
New dugouts for Quad & F6	$	100,000.00	Replace and increase size of dugouts in the quad. Fields 4,5,6,7,8. And Field 6	4
Total- Year	$	100,000.00		

FY 2030-31

Item		Cost	Notes;	
Turf Infield- Four fields in Quad	$	1,000,000.00	Full Turf infield for fields 4,5,7,8 in quad.	4
Total Year	$	1,000,000.00		

FY 2031-32

Item		Cost	Notes;	
Pave front parking lot	$	200,000.00	Pave front parking lot and pave entry walkway to the park trough concessions builliding.	4
Total Year	$	200,000.00		

Total 6 Year	$	1,375,500.00

FACILITY MANAGEMENT AGREEMENT

between

CITY OF KEIZER

and

KLLP SFM, LLC

Dated: January 7th, 2026

FACILITY MANAGEMENT AGREEMENT

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

RECITALS

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2
SCOPE OF SERVICES

2.1 **Engagement.**

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

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

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

ARTICLE 3
COMPENSATION

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

ARTICLE 4
TERM; TERMINATION

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

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

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

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

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

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

4.3 **Effect of Early Termination.**

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

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

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

ARTICLE 5
OWNERSHIP; USE OF THE FACILITY

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

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

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

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

ARTICLE 6
PERSONNEL

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

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

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

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

ARTICLE 7
PROCEDURE FOR HANDLING INCOME

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

ARTICLE 8
FUNDING

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

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

ARTICLE 9
FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES

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

Manager.

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

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

ARTICLE 10
AGREEMENT MONITORING AND GENERAL MANAGER

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

ARTICLE 11
INSURANCE

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

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

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

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

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

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

ARTICLE 12
COVENANTS AND REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

12.3 **Indemnification.**

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

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

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

ARTICLE 13
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

If to Owner:	City of Keizer, Oregon Attention: Adam Brown, City Manager 930 Chemawa Rd N Keizer, OR 97303
If to Manager:	KLLP SFM, LLC Attention: Jason Clement, Manager 17755 US Hwy 19 N. #300 Clearwater, FL 33764 Email: jclement@sportsfacilities.com
with a copy to:	Bruce Rector General Counsel KLLP SFM, LLC 17755 US Hwy 19 N. #300 Clearwater, FL 33764 Email: brector@sportsfacilities.com

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

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

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

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

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

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

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

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

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

13.18 **Intellectual Property.** Owner acknowledges that Manager has certain intellectual property, trade secrets and proprietary business techniques ("Intellectual Property") that it will on behalf of Owner to meet its obligations under this Agreement. Owner acknowledges that it obtains no ownership rights whatsoever in the Intellectual Property and, upon termination of this Agreement, Manager shall retain all rights to the Intellectual Property and remove such Intellectual Property from the Facility and its operations. For purposes of this Agreement, the term Intellectual Property shall include, without limitation, analytical tools and documented procedures for forecasting, performance tracking, operational and marketing systems that are unique to Manager's approach, staff training programs, program curriculum and agendas, rights to certain discounts or programs that Manager has negotiated for Manager-operated facilities, and other intellectual property which Manager has previously introduced to the Facility and of which Manager is an author.

[SIGNATURE PAGE TO FOLLOW]

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

Attest:

Joseph A. Lindsay

Print Name:

OWNER:
CITY OF KEIZER
an Oregon municipal corporation

BY: ______________________

Its City Manager

MANAGER:

Attest:

Kelly Baine

Print Name:

KLLP SFM, LLC,
a Florida limited liability company

BY: Jason Clement
Jason Clement
Its Manager

EXHIBIT A

MANAGEMENT SERVICES

During the Term, Manager will be responsible for all aspects of oversight for the staffing, marketing, maintenance, event management, sponsorship and advertising sales, and day-to-day operations of the Owner's Facility.

1. Staffing. Manager shall provide a full-time on-site General Manager and other employees as required to meet the operational needs of the Facility, within the budgeted percentage of labor.

2. Annual Business Plan. Manager will produce an Annual Business Plan two months prior to the beginning of any Operating Year in the Term; For the first year of the agreement, the Annual Business Plan will be done as soon as practicable after a January 12, 2026 strategic planning meeting with the full Council, and given the timing might differ from the usual calendar year; Manager shall update the Business Plan and submit the revised Business Plan to Owner for its review and approval. Owner shall give its comments and/or approval of the updated Business Plan within sixty (60) days after receiving the Business Plan from the Manager. In the event of disapproval of the Business Plan, the Manager shall use commercially reasonable efforts to operate the facility pursuant to the general terms of this Agreement and the prior Business Plan then in effect, until such time as the revisions to the Business Plan are agreed upon. The parties agree to have in person update meetings after 3 months and six months in the first year. In the event of disapproval of the Budgets, the Manager shall continue operating the facility pursuant to the Budgets then in effect, subject to increases in Operating Expenses required due to (i) increases in Gross Receipts; or (ii) other matters beyond the control of the Manager, until such time as Owner and the Manager agree upon the appropriate replacement Budgets. However, in the event Owner disapproves of a Business Plan, revised Business Plan/Budget hereunder, and Manager and Owner fail to reach an agreement on a new Business Plan, revised Business Plan or Budget within ninety (90) days of such disapproval, either party may terminate this agreement by providing the other party with written notice sixty (60) days prior to the date such party intends to terminate. Owner and the Manager agree to use good faith efforts to resolve any differences in opinion regarding the Business Plan and any portion thereof so that agreement on the Business Plan can be reached as soon as possible after the date Manager first submits the revised Business Plan for such year to the Owner.

3. Employment Matters. The Manager shall present the then current staffing, the incentive bonus plan for employees, and all salaries and payments to employees through the Payroll Account in the Annual Operations Budget. It is understood by all parties that reductions and additions to various positions may be made at Manager's discretion throughout the year due to business tempo, trends, opportunities, and budget requirements. If a change is recommended that will require expense above the budgeted labor percentage, the change will be submitted for Owner 's review and approval by Owner via reforecast and revised business plan or budget.

4. Independent Accounting Firm. From time to time, as Owner requests, Manager shall hire an independent certified public accounting firm to be paid for out of the Operating Budget of the Facility and to be selected by mutual agreement of Owner and Manager to audit the financial statements required under this Agreement.

5. Accounting Records and Reporting. During the Term, Manager shall maintain professional accounting records. Manager shall provide the financial statements in a format reasonably specified by Owner.

INTERNAL CONTROL. The Manager agrees to develop, install, and maintain reasonably appropriate accounting, operating, and administrative controls governing the financial aspects of the Facility, such controls to be consistent with professionally accepted accounting practices.

BANK ACCOUNTS. Manager shall establish, in its name, at a banking institution or institutions subject to the approval of Owner an operating account (the "Operating Account")

ACCOUNT FUNDING. Subject to the Manager's written notices to Owner as herein, Operating Expenses and capital improvements are made in accordance with the terms of this Agreement.

6. **Use and Conditions.** Subject to the terms and conditions set forth herein, Manager agrees to manage the Facility (hereinafter also the "Park") in its entirety for the Term of the Agreement as follows:

A. Manager shall ensure that the fields at the Park are available for play by local youth by March 1st of each year. Authorized representatives of Manager and Owner will meet at the end of each season, but no later than November 30 each year, to review the overall management of the Park to ensure that the focus of the organization is on youth programming, facility enhancement, and field restoration and maintenance. Manager shall also provide a list of management contacts to City which shall be updated with Owner within seven (7) days of any changes.

B. Manager will maintain all Park scheduling oversight year-round. Manager shall be responsible to schedule all youth leagues (Ages 18 & under), tournaments and sports activities, as well as all other groups, including adult leagues and tournaments. Manager understands that at a minimum, regular youth league play must be available Monday through Friday and scheduled in advance.

Manager shall supply Owner with a season by season schedule for the park. Manager must allow reasonable access to the fields by any and all users subject to the above paragraph. Manager will provide Owner a proposed field fee schedule no later than October 1st. Field fees shall be comparable to other public fields in the Salem-Keizer metro area. As used herein, "Keizer area teams" mean teams from leagues with their physical home office based in Keizer. The field fee shall be the Keizer area team fee, unless both teams are not Keizer-based league teams. Tournament field fees shall be the same for all organizers regardless of where they are based. Future field fees shall be approved by the City Council. Manager must allow reasonable access to the fields by any and all users subject to the provisions set forth herein.

C. Any individuals not affiliated with groups or organized teams may use the Park or individual fields at any time the Park is open if such use does not interfere with the priority or reserved use, cause safety concerns, or cause undue wear and tear in Manager's reasonable discretion. Manager agrees that when the park is not scheduled for use, the park will operate as a public facility, open to any and all users.

D. The Park may be open after sunset where fields are appropriately lighted from March 1 to October 31 Monday through Saturday. The Park will close and the lights will be off at 11:00 p.m. Other than the lighted fields, the Park shall close as specified in Keizer Park Regulations. No power equipment shall be operated at the Park between 10:00 p.m. and 7:00 a.m. Compliance with this condition does not exempt such activity from application of the Keizer Noise Ordinance. Park times and rules are subject to local ordinance and can be amended or changed at any time by the City Council.

E. In order to provide better lines of communication for day-to-day concerns during the season, prior to April 1 each year, Manager shall provide Owner a supervision plan for each activity to be held in the Park. Any updates or amendments to such list shall be promptly given in writing by Manager to Owner.

F. Manager may, but is not required to, facilitate volunteer opportunities for individuals and groups for Keizer Areas teams. All volunteers must be qualified for the particular volunteer project and may be required to undergo a criminal background check.

G. Manager shall make Owner's field equipment available to teams for use (bases, batting cage screens, etc. but not any individual player equipment) as needed and keep these items stored neatly when not in use.

H. Manager will appropriately handle any and all matters related to parking for scheduled events.

I. Manager will market and promote the Park in a manner that is respectful of the community.

J. Manager shall not form or sponsor any league or team that uses the Park.

K. Complaints from either members of the public, users of the Park or others shall be first submitted in writing to Manager. Complaints shall not be submitted to Owner. Manager shall have a reasonable period of time to remedy or otherwise respond depending on the nature of the complaint. If the remedy or response is not satisfactory to the complainant, the complainant may request the City Manager or designee to review the matter.

Manager will promptly notify the City of any problem that Manager is not able to resolve so that Owner can rapidly respond. However, notice to owner does not waive any obligation or duty of Manager.

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

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

For matters that are on-going or are likely to recur, Manager may request ratification by the City Council of any actions by the City Manager, and may require any continuing actions by the City Manager to be approved formally by the City Council.

M. In accordance with Manager's proposal, Manager will conduct an annual customer satisfaction survey and share it with Owner as soon as practicable but before any finalization of the following year's Operations Budget. Owner may conduct its own survey of Keizer Area Teams. If Owner opts to conduct its own survey, Owner agrees to share it with Manager.

N. <u>Rain-Outs.</u> Manager shall supply a rain-out telephone line, website, or other electronic notification system to alert participants regarding canceled games and practices. Practices will not be allowed on fields in which games have been postponed due to wet or unplayable field conditions. Manager or designee will decide the playability of the fields utilizing players' safety considerations as well as turf viability considerations. All teams, without exception, are expected to comply with this decision.

O. Concessions. All foods, drinks, beverages, confections, refreshments, etc., sold or kept for sale by Manager shall conform to all applicable food laws, ordinances, and regulations in all respects. No adulterated, misbranded, deceptively labeled, or impure articles shall be sold or kept for sale by Manager. All merchandise kept on hand shall be stored and handled with due regard for freshness and sanitation. Owner shall have the right, at any time during period of concession operation, to enter any part of any structure or mobile facility, and conduct whatever inspection Owner deems necessary to ensure compliance with this Agreement and the law.

P. Security. It will be the responsibility of Manager to maintain adequate security on the premises and its patrons. Owner will furnish no more than the normal and routine police protection as provided in any park, subject to demands for police throughout the City from time to time. Manager will furnish Owner with the appropriate combinations to enter all areas of property which may be secured. Manager will limit the number of keys for access to park facilities. All keys will be registered and can only be checked out and duplicated by the City Manager or his/her designee. A complete list of all individuals having keys to the premises shall be provided to Owner.

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

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

Manager has authority to eject such persons as necessary, but shall be responsible for any claims whatsoever in connection with such ejections.

7. **Maintenance**. Except as noted below, Manager shall, throughout the term of this Agreement keep and maintain the entire premises, including all improvements thereto, in good, sanitary and neat order, condition and repair throughout the entire year. Manager shall immediately repair as a Facility operating expense all safety issues as identified by Owner or that are known or discoverable by Manager. Manager covenants and warrants that Manager will leave the premises in good, sanitary and neat order, to the reasonable satisfaction of Owner upon termination of this Agreement. Owner shall not be obligated to make any repairs or in any way maintain the premises at any time throughout the term of this Agreement unless Owner agrees to do so in writing.

Damage. Manager shall immediately give notice to City of any and all damage or potentially dangerous situation, however caused. Such notice shall be given both by phone calls and emails in the order of importance as follows:

Parks/Facilities Mgr.	503-856-3569 - johnsonr@keizeror.gov
Public Works Dir.	503-856-3555 –TBD
City Manager	503-856-3414 – browna@keizeror.gov

For after hour notifications, notice shall be given as outlined above, as well as phone call to 503-393-1608. City may change the above parties by giving Manager ten (10) days written notice.

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

General Maintenance Standards

- The Manager shall maintain the municipal baseball park in a **safe, clean, fully functional, and aesthetically maintained condition** at all times.
- All work shall comply with applicable **local, state, and federal regulations**, including safety standards, accessibility requirements, and environmental regulations.
- The Manager shall provide all labor, equipment, supplies, materials, and supervision necessary to perform the required services as a Facility Operating Expense.

Field of Play Maintenance

Turf Areas

- Turf shall be kept healthy, evenly mowed, and free of weeds, disease, bare spots, and debris.
- Turf shall be kept level and free of rodent or other holes.
- Mowing height shall be maintained within ranges specified by Owner (commonly 1.5–2.5 inches).
- Edging along baselines, warning tracks, and infield boundaries shall be completed as needed to maintain clean lines.

Infield Dirt

- Infield mix shall be dragged before each scheduled game or event and as required to maintain a level, consistent playing surface.
- Manager shall maintain proper grading to ensure effective drainage.
- Manager shall fill, level, and compact worn or eroded areas as needed.

Pitcher's Mound and Batter's Boxes

- Mound and batter's boxes shall be maintained to regulation dimensions.
- Holes, divots, and erosion shall be repaired as needed to maintain safe and playable surfaces.

Bases, Rubbers, and Anchors

- Bases and pitcher's rubber shall be clean, securely anchored, level, and in good condition.
- Damaged or unsafe equipment shall be replaced immediately upon discovery or notification.
- Bases and pitcher's rubber shall be placed at the age appropriate position prior to the start of the game. (60 feet base paths, 70 feet base paths).
- Lines shall be chalked prior to the start of the game.

Irrigation and Drainage

- Manager shall inspect irrigation systems weekly during the growing season and monthly off-season.
- All irrigation heads shall be adjusted for proper coverage and free of leaks or obstructions.
- Drainage systems shall be maintained to prevent ponding or standing water. After precipitation, fields shall be returned to playable condition in a reasonable timeframe.

Fencing, Backstops, and Protective Netting

- Manager shall inspect fencing, backstops, and protective netting monthly.
- All fencing shall be secure, free of rust, protruding wires, gaps, or loose hardware.
- Backstop and dugout netting shall remain intact and free of tears. Repairs shall be made within five (5) business days of identification or notification unless conditions require immediate correction for safety.

Dugouts and Player Areas

- Dugouts shall be kept clean, free of litter, graffiti, and hazards.
- Benches, bat racks, and related fixtures shall be maintained in safe, functional condition.
- Shade structures and roofs shall be intact and free from deterioration.
- Garbage cans shall be provided for each dugout.

Sports Lighting

- Lighting fixtures, poles, and wiring shall be inspected semiannually.
- Illumination levels shall meet Owner's specified standards for safe play.
- Bulbs or fixtures that fail shall be replaced within ten (10) business days unless safety concerns dictate faster action.

Spectator Areas

- Bleachers shall be structurally sound, clean, and free of graffiti or hazardous conditions.
- Manager shall verify that all guardrails, handrails, and ADA-required features remain compliant and intact.
- Walkways, sidewalks, and ADA routes shall be kept clear of debris, trip hazards, and overgrown vegetation.

Restrooms, Concessions, and Support Facilities

Restrooms

- Cleaned and restocked daily during the active season and after scheduled events.
- Plumbing fixtures shall be functional, leak-free, and sanitary.
- Lighting shall be maintained in working order.
- Provide additional portable toilets as needed.

Concession Facilities

- Manager shall ensure interior and exterior cleanliness and report any structural or mechanical issues to Owner. Manager will comply with all laws pertaining to concessions.

Storage Areas

- Maintained in clean and organized condition.
- Contractor shall ensure that storage areas are secure when not in use.

Landscaping and Grounds

- Manager shall remove litter and debris from the facility daily during active use periods and at least weekly otherwise.
- Landscaping around the perimeter, including trees and shrubs, shall be maintained to ensure visibility, safety, and aesthetic appeal.
- Trash and recycling receptacles shall be emptied at a frequency adequate to prevent overflow.

Safety and Compliance

- Manager shall immediately correct or barricade any unsafe condition posing risk to players, staff, or visitors.
- All maintenance activities shall conform to applicable ADA standards, OSHA requirements, and Owner safety policies.
- Manager shall maintain a log of inspections, corrective actions, and safety concerns, available to the Owner upon request.

Appearance and General Condition

- All structures, signage, scoreboards, gates, and amenities shall be kept clean, readable, and in good repair.
- Graffiti shall be removed within 48 hours of identification or notification.
- The entire facility shall maintain a neat, professional appearance reflective of community standards.

EXHIBIT B

MANAGER COMPENSATION

During the Term of this Agreement, Owner shall pay Manager compensation for its services rendered as follows:

1. Base Management Fee;
2. Deferred Management Incentive Fee;
3. Sponsorship and Advertising Compensation;
4. Employee Compensation; and
5. Reimbursed Expenses

1. **Base Management Fee.** During the Term, Owner shall pay to Manager a monthly fee for its management services (the "Base Management Fee") in equal monthly installments ofSixteen Thousand Five Hundred Dollars ($16,500), per month. Upon the first anniversary of the Effective Date, and each anniversary of the Effective Date thereafter, the Base Management Fee shall increase as follows:

- Year 2: Seventeen Thousand Dollars ($17,000) per month
- Year 3: Seventeen Thousand Five Hundred Dollars ($17,500) per month
- Year 4 : Eighteen Thousand Dollars ($18,000) per month
- Year 5: Eighteen Thousand Five Hundred Dollars ($18,500) per month

2. **Deferred Management Incentive Fee.** To encourage Manager to grow revenues, Owner agrees to pay to Manager an incentive fee (the "Deferred Management Incentive Fee") in addition to the Base Management Fee identified above. After Owner is fully reimbursed through Facility Revenues for any start-up funds actually advanced to the Operating Account to begin Facility operations, Owner will begin to pay the Deferred Management Incentive Fee in an amount equal to fifteen percent (15%) any of the Facility's positive EBITDA in a calendar month. Such calculations shall be made by Manager within 30 days of the ending of any calendar month and paid to Manager within thirty (30) days of such calculation being delivered to Owner.

3. **Sponsorship and Advertising Compensation.** Due to the role that Manager will play in organizing the programs, negotiating agreements and pricing, and providing confidence to sponsors and advertisers, Manager will receive twenty percent (20%) of the gross revenue for sponsorship and advertising, including facility naming rights for all sponsorship and advertising sold throughout the life of the Manager's service.

Manager will also be paid fifteen percent (15%) of the total cost savings for sponsored equipment, scoreboards, fencing, or other budgeted items that are donated to the project as a sponsorship effort by the vendor or supplier. This will apply only if the item has been budgeted for and where the Owner has approved such budgeted items and where negotiations with a vendor result in a direct cost savings in trade for a sponsorship or promotion of the vendor at the facility site.

Payments for Sponsorship and Advertising Compensation will be made to Manager within thirty (30) days of the time when a sponsor/advertiser makes payment.

4. **Employee Compensation.** During the Term, Owner shall pay to Manager in equal monthly installments, the Employment Costs for all employees at the Facility (collectively, the "**Employee**

Compensation"). Manager will compensate all of its employees on a bi-weekly basis and therefore each Employee Compensation payment will become due and payable on the first (1st) day of each successive month. For purposes of this Agreement, the term "**Employment Costs**" shall mean the total salary and compensation for the Management Employees plus any fringe benefits including health insurance, etc., as well as any annual bonus to be paid.

5. **Reimbursed Expenses**. Manager shall be reimbursed with prior written approval by the Owner, for travel and other expenses necessary and directly related to the Management Services in compliance with the federal guidelines for travel and reimbursement. All travel reimbursement will be based on receipts to be furnished by Manager to the Owner. Travel expenses may include but are not limited to airfare, rental cars, parking fees, lodging and meals. All fees and reimbursements shall be paid to Manager within thirty (30) calendar days of invoicing. Manager will make a good-faith effort to keep these travel expenses to a minimum and within the federal guidelines.

City Council Meeting Date: August 3, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Joseph Lindsay, City Attorney

Subject: Recommendation of Internal Oversight Committee

Proposed Motion

Under Rule 16.1, the Council shall vote on the Committee recommendation. "I move to accept/deny the recommendation of the Internal Oversight Committee and direct the City Attorney to produce a draft memorandum of concern for the Council's consideration at the next general meeting on August 17, 2026."

I. Summary

The City Council voted to create an Internal Oversight Committee on June 15, 2026, to look into Councilor Juran's complaint about a member of the City Council, identified as the Mayor, potentially violating rules in Sections 5, 15, and 16. The Internal Oversight Committee met two and three days later and hired an outside attorney to conduct an investigation into the allegations in the complaint. Interviews of all involved were conducted in the thirty days allowed and the Confidential Workplace Investigation Report was then produced by the outside attorney and then presented to the Internal Oversight Committee during an executive session on July 22, 2026. After the executive session was complete, the Internal Oversight Committee went into open session to vote on the investigative findings in the report. After unanimously voting to agree with the findings of misconduct in the report, the Committee voted to recommend the sanction of a memorandum of concern to the City Council at the next general city council meeting. According to Rule 16.1, a memorandum of concern would require a four (4) member vote of the Council. The Council member in question shall not take part in the discussion or the vote.

II. Background

A. At the City Council meeting on June 15, 2026, during other business, Councilor Juran physically brought a complaint signed by himself and Councilor Lore Christopher to the dais for Council consideration. In order to take up the matter in that way, the City Council voted unanimously to suspend the rules and take up the matter. Next, a motion was moved and seconded to initiate an inquiry under Rule 16.1. It passed by a vote of five members of the Council. Next, a motion was made to create the "Inquiry Workgroup" aka the Internal Oversight Committee. In making the Motion, Councilor Juran explained that he was suggesting himself, Council President Starr, and Councilor Christopher. In explaining his motion, Councilor Juran said: "Additionally, as I read it, two community members may be added to the inquiry workgroup if requested by the affected parties. The community members would be selected by the Council members who are not involved in the inquiry. So that's how I understand that." Councilor Christopher seconded the motion on the creation of the workgroup. After some discussion/deliberation, four members of the Council passed the motion. There was no request by any affected party to add community members.

B. The Internal Oversight Committee met two and three days later (June 17 and June 18) in open session and hired an outside attorney to conduct an investigation into the allegations in the complaint. These involved Rules 5, 15, and 16. Interviews of all involved were conducted in the thirty days allowed and the Confidential Workplace Investigation Report was then produced by the outside attorney and later presented to the Internal Oversight Committee during an executive session on July 22, 2026. After the executive session was complete, the Internal Oversight Committee went into open session to vote on the investigative findings in the report. After unanimously voting to agree with the findings of misconduct in the report, the Committee voted to recommend the sanction of a memorandum of concern to the City Council at the next general city council meeting. According to Rule 16.1, a memorandum of concern would require a four (4) member vote of the Council. The Council member in question shall not take part in the discussion or the vote.

III. Current Situation

A. Rule 16.1 (d) states: If misconduct was found unanimously by the members of the City Council Committee, the Committee would present the investigation conclusion to the Council with a recommendation of any sanctions.

B. Without mentioning any privileged material from the June 1, 2026 executive session, the investigation conclusion by the outside attorney investigator as to the three rules (Rule 5.2, Rule 15.1, and Rule 16.1) are as follows: 1.) Rule 5.2 provides guidance on how Council members should act. Council members "shall not engage in personal attacks...shall not impugn the motives of any speaker at any time" and "conduct themselves in a manner appropriate to the dignity of their office." There are no definitions or examples of this conduct in the Rules. As such, the investigator must rely on the plain meaning of the words. "Attack" means an act of physical or unfriendly words, "impugn" means to assail by words or argument, and "dignity" means worthy of honor or respect. Considering these definitions, the investigator finds that Mayor Clark violated Rule 5.2 in her conduct towards Councilor Kohler. 2.) Rule 15.1 concerns the separation of responsibilities and roles. Members of the Council are not permitted to interfere with the City Manager and City Staff in the day-to-day business of running the City. The rule prohibits Council members from undermining the authority of the City Manager or Department Director and limits inquiries to those that may be answered readily as part of the staff's daily duties. The investigator finds that Mayor Clark violated Rule 15.1 when she contacted HR Director Klever about her concerns regarding Councilor Kohler's comments. And 3.) Rule 16.1 concerns the procedure for instigating a formal inquiry or investigation to ensure compliance with Council Rules and laws that govern public bodies. If there is an allegation of misconduct by a Council member, there are certain steps that must be taken before an inquiry or investigation may begin. The investigator finds that Mayor Clark's conduct did not rise to the level of inappropriately instigating an inquiry or investigation into Councilor Kohler.

C. Under Rule 16.1, the Council shall vote on the Committee recommendation. At the open session portion of the July 22, 2026 meeting, the Internal Oversight Committee voted unanimously to recommend a memorandum of concern.

IV. Analysis

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

B. **Financial** - There is no financial impact of voting for a memorandum of concern.

C. **Timing** - Rule 16.1 demands that the investigation be completed within 30 days of being initiated by Council. There is no timeline in the Rule about how soon the Council must vote on the recommendation. The 30-day timeline does give the "spirit" of trying to get this matter completed in a timely fashion.

D. **Policy/Legal** - Under Rule 16.1, the City Council has the right to make and enforce its own rules.

V. Alternatives

A. Vote to accept the recommendation of the Committee.

B. Vote to deny the recommendation of the Committee.

VI. Recommendation

Under Rule 16.1, Council members may issue a censure or memorandum of concern pursuant to the procedures in the rule.

Attachments

None