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

Tuesday, September 8, 2026
6:00 PM
Robert L. Simon Council Chambers - 930 Chemawa Road NE, Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **SPECIAL ORDERS OF BUSINESS**

   a. **PROCLAMATION - Suicide Prevention Month**

5. **COMMITTEE REPORTS**

   a. **Volunteer Coordinating Committee Appointment Recommendations for the Planning Commission, Keizer Public Arts Commission, and the Youth Councilor for the City Council.**

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 August 17, 2026 Regular Session Minutes**

   b. **Approval of August 24, 2026 Special Meeting Minutes**

   c. **Approval of August 24, 2026 Work Session Minutes**

   d. **RESOLUTON - Authorization to Enter into a Five-Year Agreement with Quadient Leasing USA Inc for the Lease of an IX-7 Mailing Machine**

8. **PUBLIC HEARINGS**

9. **ADMINISTRATIVE ACTION**

   a. **DISCUSSION - Amending the City of Keizer Police Services Fee; Repealing Resolution R2026-3670**

b. **ORDINANCE - Relating to Recognition of Neighborhood Associations; Amending Keizer Code Chapter 2, Article VIII (Second Reading)**

c. **DISCUSSION - National Observances and Commemorative/Heritage Months - National Bullying Prevention Month**

d. **ORDINANCE - In the matter of the application of Pacific National Development, Inc. for a comprehensive plan map amendment from Special Policy Area Limited Use to Low Density Residential (Overlay), a zone change from Agricultural Industrial to Single Family Residential-Odor Impact Overlay Zone, and a subdivision located at 5710 Windsor Island Road North, Keizer, Oregon (Case 2026-05).**

e. **RESOLUTION - Authorizing the Mayor to enter into separate service contracts for Pro Tem judicial services between the City of Keizer and Aaron P. Hisel and Patrick J. Mercurio**

f. **Sports Facilities Companies Bi-monthly Report**

g. **RESOLUTION - Sports Facilities Companies Amendment & Termination of KCFA Contract**

h. **PRESENTATION - Community Survey**

10. OTHER BUSINESS

This time is provided to allow the Mayor, City Council members, or staff an opportunity to bring new or old matters before the Council that are not on tonight's agenda.

11. STAFF UPDATES

12. COUNCIL MEMBER REPORTS

13. AGENDA INPUT

Monday, September 14, 2026 - 6:00 p.m.
City Council & Parks and Recreation Advisory Board - Joint Work Session (Parks Tour)

Monday, September 21, 2026 - 6:00 p.m.
City Council Regular Session

Monday, September 28, 2026 - 6:00 p.m.
City Council and Parks and Recreation Advisory Board - Joint Work 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.

Proclamation

WHEREAS, September is recognized nationally as Suicide Prevention Month, dedicated to raising awareness, promoting education, and encouraging open dialogue to reduce the stigma surrounding mental health challenges; and,

WHEREAS, suicide is a serious public health issue affecting individuals, families, and communities across the United States, including the City of Keizer, affecting people of all ages; and,

WHEREAS, in 2024, the year for which we have the most recent data, 941 Oregonians died by suicide, and of those, 101 were youth under the age of 24; and,

WHEREAS, local resources are available to prevent suicide, and timely access to mental health resources, support networks, and community programs can save lives; and,

WHEREAS, raising awareness through education and community engagement helps empower individuals and families to recognize warning signs and seek support early.

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

Suicide Prevention Month

in the City of Keizer, and urges all people to join in spreading awareness, promoting understanding, and supporting efforts to prevent suicide and foster mental wellness.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 8th day of September 2026.

_____

MAYOR CATHY CLARK
City of Keizer, Oregon

City Council Meeting Date: September 8, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Melissa Bisset, City Recorder

Subject: VCC's Recommendation Appointment Recommendations for the Planning Commission, Keizer Public Arts Commission, and the Youth Councilor for the City Council.

Proposed Motion

I move the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Robb Witters, Bruce Anderson, and Samuel Goesch to the Planning Commission, James Merrill and Nichole Clark to the Keizer Public Arts Commission, and Thomas Morgan to the City Council as the Youth Councilor for school year 2026-2027.

I. Summary

The Volunteer Coordinating Committee met on August 13, 2026, to review and interview applicants.

II. Background

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

III. Current Situation

A. There are currently open positions on the Planning Commission and Keizer Public Arts Commission, and the City Council for the Youth Councilor. Applications were collected, and the Volunteer Coordinating Committee has interviewed several candidates for the six openings. They have made the following appointment recommendations for the City Council's consideration: Robb Witters, Bruce Anderson, and Samuel Goesch to the Planning Commission, James Merrill and Nichole Clark to the Keizer Public Arts Commission, and Thomas Morgan to the City Council as the Youth Councilor for school year 2026-2027.

B. Applicant Robb Witters is an incumbent on the Planning Commission. Applicants Bruce Anderson and Samuel Goesch have previously served on the Planning

Commission many years ago.

C. James Merrill recently served on the Keizer Public Arts Commission.

IV. Analysis

A. **Strategic Impact** - Fostering an Engaged Community

B. **Financial** - N/A

C. **Timing** - The Planning Commission and Keizer Public Arts Commission, and the City Council for the Youth Councilor. If the City Council makes the two appointments, there will be no remaining openings on these committees.

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

V. Alternatives

A. Approve the appointments.

B. Not approve appointments.

VI. Recommendation

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

Attachments

None

MINUTES
KEIZER CITY COUNCIL
Monday, August 17, 2026
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

CALL TO ORDER

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

ROLL CALL

Roll call was taken as follows:

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

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
Melissa Bisset, City Recorder

It was noted that Councilor Kohler was on his way. Councilor Kohler arrived to the meeting at 6:09 p.m.

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

There were no special orders of business.

COMMITTEE REPORTS

Youth Liaison Liam Stitt, Parks Recreation and Advisory Board, shared that a parks matching grant for up to $1,500 was approved to enhance the Keizer Rapids Park Pickleball Courts, playground maintenance was discussed for the Keizer Rapids Park, mud wasps were nesting in playground structures, and staff cautioned against placing yellow bee or wasp traps near picnic areas because they attract wasps. There were comments about the Junior Reserve Officers' Training Corps (ROTC) program.

Commissioner Lindsay King, Planning Commission, shared that the Planning Commission held a public hearing on the proposed Master Plan Amendment, Property Line Adjustment, and Conditional Use Permit for the triangular parcel at Keizer Station Boulevard and Chemawa Road. The Commission recommended approval with conditions. Commissioner King shared that at Windsor Island Road, a 118-lot subdivision zone change was scheduled for City Council consideration on August 17th, the Oregon Department of Transportation (ODOT) agreement for the Transportation System Plan had been partially signed, and a tenant improvement permit had been filed for Trader Joe's at Keizer Station.

PUBLIC COMMENTS

Jacqueline Green, Keizer, commented about the Internal Oversight Committee, the investigation process, and concerns with transparency.

CONSENT CALENDAR

Council President Starr moved the City Council approve the Consent Calendar. Seconded by Councilor Kohler. Motion passed unanimously as follows:
AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

a. Approval of August 3, 2026 Regular Session Minutes

b. Approval of August 10, 2026 Work Session Minutes

c. Approval of August 10, 2026 Special Session Minutes

d. 2025-26 Surplus Property Report

PUBLIC HEARINGS

a. Comprehensive Plan Map Amendment/Zone Change/Subdivsion Case 2026-05: 5710 Windsor Island Rd N

Mayor Clark opened the Public Hearing.

City Attorney Lindsay reviewed the approval criteria for the Comprehensive Plan Map Amendment, Zone Change and Subdivision.

City Attorney Lindsay asked if there were any conflicts of interest on the Council. There were none.

City Attorney Lindsay asked if there were any substantial biases on the Council that they couldn't be fair in making a decision. There were none.

City Attorney Lindsay asked if there had been any ex-parte contact by the Council. There were none.

Planning Director Shane Witham summarized the staff report. Mr. Witham displayed site maps of the proposed development. He displayed Condition #22 along with a related map. Mr. Witham

explained that the proposed revision to Condition 22 would prioritize the east-side connection, with a sidewalk and enhanced crosswalks at nearby intersections as an alternative if the connection could not be completed within 18 months. He noted this was the primary change proposed to the Hearings Officer's decision. Staff spoke with Wildwood Villa about a potential right-of-way acquisition. He reviewed the proposed condition suggested by Public Works.

Mr. Witham displayed a map showing a suggested pathway along Windsor Island Road along Willdwood Villa.

There was a question about the heights of houses in the proposed development. Mr. Witham clarified that the City did not impose a height limit, but the developer had indicated a willingness to limit the homes to one story and provide a fence.

There was a question regarding enhanced pedestrian crossings. Public Works Director Blaylock explained that the applicant's traffic engineer would conduct an engineering study and provide a design for City approval, which could include a rapid-flashing beacon, marked crosswalk, or signage. It was noted that there was uncertainty regarding whether Condition 22A would be feasible.

There were questions about what could be done to ensure that the most safe and comprehensive option was required. Ms. Blaylock shared that Public Works would approve the design. Ms. Blaylock also suggested a reduced speed limit.

Mayor Clark asked about the stormwater facilities potentially serving as pocket parks, and Mr. Witham noted that this had not been discussed. Mayor Clark suggested discussing neighborhood parks and expressed concern about having only one access point to the neighborhood. Mr. Witham noted that the Traffic Impact Analysis (TIA) did not identify a need for an additional roadway. Mayor Clark also asked what would ensure the proposed walkway to the elementary school remained open and accessible. Mr. Witham explained that the Planning Department was requiring the connection as allowed by City code, but the City could not guarantee access through school district property.

Alan Sorem, Attorney for Pacific National Development, introduced the applicant's team, including Mark Cross, Civil Engineer, and Kelly Sandow, Traffic Engineer. The team provided an overview of the proposed development and addressed questions regarding residential development, parks, emergency access, the elementary school connection, and Condition 22.

Mr. Sorem responded that the applicant would be willing to negotiate about Park land outside of the scope of the hearing.

He commented about talking to the school district and principals about keeping access open. The applicant was supportive of Condition 22.

Kelly Sandow, Traffic Engineer, Sandow Engineering, provided details of the Intersection Analysis. All the intersections reviewed met all the current standards. Ms. Sandow stated that the traffic study found all intersections met the applicable level-of-service and volume-to-capacity standards and that no intersection widening or other traffic mitigation improvements were required. She explained the high standards for putting in a traffic signal. She commented on

pedestrian safety and enhanced crosswalks and speed reduction.

Mark Cross, Rhine-Cross Group, Engineer, summarized the site layout, emergency access, the proposed school walkway, and the potential for incorporating recreational features into the stormwater facilities. He noted that the secondary emergency access would meet fire code requirements and explained the proposed location of the school walkway. Mr. Cross also covered considerations for safely combining stormwater facilities with park amenities.

Councilor Parsons asked if the School District was aware of the development. Mr. Sorem explained that the School District was well aware, as they receive the land use notices. He shared that it takes one-two years to build out a development.

Councilor Kohler asked about the existing roads and the traffic and how traffic would be handled. Ms. Sandow stated that the additional traffic would not create queuing or capacity issues and that no additional turn or through lanes were needed.

The emergency access road would be made of gravel that meets the standard to hold Fire Department apparatus. There would be gates or bollards that would be unlockable by the Fire District and City.

Ms. Sandow explained that trip generation was based on national industry standards published by the Institute of Transportation Engineers (ITE). The analysis assumes an average of 10 trips per home per day and one trip per home during the peak hour. The standard was based on thousands of studies conducted throughout the United States and was also the standard used by the City and State.

Council President Starr shared that there were many complaints about traffic safety. Mr. Witham explained that the current TIA requirements are based on established review criteria and are reviewed by the City's traffic engineer, but noted that the City Council could pursue a different standard.

Concern was expressed regarding the one-in and one-out access to the neighborhood. Mr. Sorem shared that they have a very good idea of the traffic impact by stating that the specific subdivision was being reviewed concurrently with the zone change, providing a clear understanding of the expected traffic loads. The proposed access roads and the Windsor Island Road intersection were evaluated for traffic impacts and queuing. With regards to queuing timing, Ms. Sandow shared that there could be no parking striping to provide less congestion, as the road would be wide enough. There would be no homes fronting that area.

There was recess at 7:44 p.m. The meeting resumed at 7:56 p.m.

Mayor Clark acknowledged the written public testimony received from:
• Larry and Cathie Raaf, Keizer, Letter of Support
• Richard Warner, Keizer, Letter of Support
• Taejun and Mikyung Lim, Keizer, Letter of Support
• Jeffrey Bienvenu, Keizer, concerns regarding Windsor Island Road Subdivision, request for traffic and safety evaluation of the intersection of Windsor Island Road and Lockhaven Road as part of consideration of proposed development.

• Richard and Jolene Boyd, Keizer, Letter of Support
• Sarah Hecker, Eugene, RiverBend Materials, regarding Keizer, requests that recognition of existing truck traffic be incorporated into any potential pedestrian walkway over the road.

Jeremy Grenz, Keizer, thanked the property owner, developer, staff, and Hearings Officer for their work and expressed strong support for the application. He stated that the applicant had provided adequate evidence to meet the review criteria and agreed with the Hearings Officer's analysis balancing Goals 9 and 10. Mr. Grenz said Goal 9 should not be used to preserve Agricultural Industrial-zoned land over needed housing and believed the proposal would provide a greater overall benefit to the City than potential development under the existing zoning.

Mike Weaver, Keizer, spoke in support of the application. He noted concerns regarding the potential for two-story homes adjacent to McNary Estates and stated that he had worked out an agreement with the developer to ensure that the 10 homes backing up to McNary Estates Drive would remain single-story.

Kris Adams, Keizer, provided a history of the area, noting that it had been a busy and dangerous area. She loved how everyone had come together to focus on safety.

Mr. Sorem shared that they supported the conditions of approval and the staff report. Tract D was an undeveloped area, and the applicant was open to stripping along that undeveloped area.

There were comments about redevelopment in the future. Mr. Sorem clarified that the agreement to maintain single-story homes along the McNary Estates boundary would be included in a covenant. The applicant also noted that current state law allows certain single-family lots to be divided or converted to other middle housing types, but that was not part of the current proposal.

The applicant hoped to record the plat as soon as possible. The applicant hoped to begin building within the next year, and noted that it was a single-phase subdivision.

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

Council President Starr moved the City Council direct staff to prepare an ordinance for Council adoption, approving Comprehensive Plan/Zone Change/Subdivision Case 2026-05. Councilor Kohler seconded.

Mayor Clark suggested exploring the option of using Tracts B and C as neighborhood green space to address the need identified in the Parks Master Plan. Council discussed whether the developer or City would own and maintain the spaces. Council President Starr expressed concern about committing the City to additional park maintenance costs and suggested that staff and the developer explore the options and return with a mutually agreeable recommendation. The discussion also included the potential for the proposed trail connection near the school to serve as part of the neighborhood's recreational amenities, subject to school district access.

There was unanimous consent among Councilors Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons to explore the option of using Tracts B and C as neighborhood green space.

Motion passed unanimously as follows upon first reading:

AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

ADMINISTRATIVE ACTION

a. Authorization to Apply for OR-DEQ Grant Funding for the Willow Lake Stormwater Realignment Project

Public Works Director Keare Blaylock summarized the staff report. It was noted that having a design completed would open up future grant opportunities.

Council President Starr moved the City Council authorize the City Manager, or designee, to apply to the Oregon Department of Environmental Quality Sewer Overflow and Stormwater Reuse Municipal Grants Program for up to $400,000 for the Willow Lake Stormwater Realignment Project. Councilor Kohler seconded.

Councilor Parsons noted that she lived on Lydia and would recuse herself from voting.

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

b. ORDINANCE - Relating to Recognition of Neighborhood Associations; Amending Keizer Code Chapter 2, Article VIII

City Attorney Joseph Lindsay summarized the staff report.

Rhonda Rich, West Keizer Neighborhood Association President, asked for clarification under the recognition section. She suggested adding association general meetings. She asked about allowing the association board to meet outside the Event Center. She shared that they typically meet at Board Member's homes and that they make it public. She felt that it was more personable to meet at a home or within the boundaries.They felt it was more neighborly to meet at a board in their own neighborhood. She commented on the cumbersome nature of the use of technology for board meetings. They asked if it was an option and not a requirement.

There was a suggestion to have the board meetings in a public place. Discussion ensued regarding the use of audio/ visual technology.

Jacqueline Green, Greater Northeast Keizer Neighborhood Association, expressed concern about the requirement for neighborhood associations to hold meetings at Keizer City Hall, stating that it created an obstacle to resident participation. She urged the City to allow online, hybrid, or neighborhood-based meetings at accessible community locations and provide related technology and administrative support.

Hersch Sangster, Northwest Keizer Neighborhood Association (NWKNA), expressed concern about the requirement for board meetings to be held at City Hall. He noted that the NWKNA

currently meets at the REC, where meetings were open to the public, and would like to continue doing so. Mr. Sangster supported allowing NWKNA flexibility to meet at public locations within Keizer, provided meetings were open to the public and properly noticed.

Colleen Busch, Southeast Keizer Neighborhood Association President, supported flexibility for board meetings, noting that the meetings serve as more intimate planning sessions and should not be limited to the Event Center. She also suggested coordinating the neighborhood associations' financial reporting with the City's budget process.

Discussion ensued regarding the reporting period and aligning with the City's fiscal year.

Council President Starr moved that the City Council adopt Ordinance No. 2026-___ Relating to Recognition of Neighborhood Associations as amended; Amending Keizer Code Chapter 2, Article VIII. Councilor Kohler seconded.

Mayor Clark felt that the process had been less collaborative than it could have been. She was concerned that consistency could limit flexibility and creativity, which she believed neighborhood associations need to adapt to their residents' needs, as they understand those needs better than the City does. Mayor Clark stated that she would no vote.

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

c. Consider Memorandum of Concern

Mayor Clark did not participate as per Council Rules of Procedure.

City Attorney Joseph Lindsay summarized the staff report. There was a request for the draft Memorandum of Concern to be read aloud by the City Attorney. City Attorney Lindsay read the draft.

Council Vice President Cross stated that she did listen to the tape. She acknowledged that there had been a lot of community distrust and wanted to acknowledge that it was unfortunate. Council Vice President Cross stated that she intended to make a motion to release the June 1st Executive Session tape to the public. She asked about who was in the room after the Executive Session meeting adjourned.

Council President Starr stated that after most Council members had left the room following the Executive Session, Mayor Clark, City Manager Brown, and Council President Starr remained. She recalled that Mayor Clark stated that she had messed that up and that there was conversation that everyone has had moments that were not their finest. Council President Starr also remembered asking why Mayor Clark had not spoken directly with Councilor Kohler about concerns regarding a document, and stated that Mayor Clark referenced a strained relationship. City Manager Brown generally agreed with Council President Starr's recollection.

Council Vice President Cross moved to approve the memorandum of concern as

written. Councilor Juran seconded. Motion passed as follows:
AYES: Cross, Starr, Christopher, and Juran (4)
NAYS: Parsons (1)
ABSTENTIONS: Kohler (1)
ABSENT: None (0)

Councilor Cross moved to suspend the rules to take up the matter of releasing the Executive Session tape from June 1st. Councilor Parsons seconded. Motion passed unanimously as follows:
AYES: Christopher, Clark, Cross, Kohler, Starr, Juran, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

Council Vice President Cross stated that she was making a motion to release the June 1st executive session tape to the public, stating that the community should hear the recording and make its own determination. Council Vice President Cross also encouraged the use of the Dignity Index to promote respectful dialogue and reduce division.

Councilor Cross moved that we release the executive session tape. Councilor Parsons seconded. Motion passed unanimously as follows:
AYES: Christopher, Clark, Cross, Kohler, Starr, Juran, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

Mr. Lindsay explained that there was a contractual right to keep the City Manager's evaluations confidential to the extent permitted by law. He also noted that executive sessions were used to protect the City Council's position when discussing privileged matters.

There was discussion about reviewing the tape and redacting any portions related to the City Manager's performance evaluation. City Manager Brown requested an opportunity to listen to the tape to protect his character and ensure he was not defamed.

Council President Starr made a friendly amendment that Mr. Lindsay and Mr. Brown agree to review that tape and then redact only the portions that are specific to Mr. Brown's evaluation. Council Vice President Cross accepted the friendly amendment as the mover, and Councilor Parsons accepted as the seconder. Motion passed unanimously as follows:
AYES: Christopher, Clark, Cross, Kohler, Starr, Juran, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

Councilor Christopher moved to suspend the rules to take up the matter to release the Investigative Report to the entire City Council as a confidential memo.

Council President Starr moved to extend the meeting through the item 9.e., Current Legislative Agenda for 2027 Session. Seconded by Councilor Kohler. Motion passed unanimously as follows:
AYES: Christopher, Clark, Cross, Kohler, Starr, Juran, and Parsons (7)

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

Mayor Clark noted that she had no knowledge of what was in the Scope of Work before she answered the investigation questions.

There was a request to also receive the Scope of Work. It was noted that the Council was entitled to both the Scope of Work and the Investigative (final) Report and both could be released under attorney-client confidentiality. City Attorney Lindsay would send the final report and the Scope of Work to the Council.

Councilor Kohler stated that the situation was unfortunate and, with the facts now presented and the tape released, it was time for the Council to move forward with the City's work.

Mayor Clark noted that the Council would receive the Investigative Report and Scope of Work. Mayor Clark expressed disappointment about hearsay discussed during the meeting. She supported moving forward but emphasized the importance of improving how difficult conversations would be handled in the future.

d. Sunset Internal Oversight Committee

Council President Starr moved that the Keizer City Council sunset the Internal Oversight Committee. Councilor Juran 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)

e. Current Legislative Agenda for 2027 Session

City Manager Adam Brown summarized the staff report.

Council President Starr moved that the Keizer City Council adopt the Legislative Agenda as presented and that the City Manager be allowed to submit the top five priorities to the League of Oregon Cities and that the City Manager be authorized to submit letters of support as needed during the session for all of the nine (9) topics and direction approved by the Council and testimony by the Mayor or Council Members aligned with those positions. Councilor Kohler seconded.

There was a question about if it precludes a representative to the Legislature.

Council President Starr made a friendly amendment to add and/or testimony provided by City Council as requested. Council President Starr accepted her friendly amendment.

The Council discussed ensuring that written and spoken testimony presented on behalf of the City was aligned with the Council's adopted legislative agenda and policies. It was noted that Council members may testify in their individual capacity as citizens, but testimony presented on behalf of the City should reflect the Council's adopted position.

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

It was noted that the seconder didn't get asked to accept the friendly amendment.

Mayor Clark clarified for the record that the motion was amended with a friendly amendment that passed unanimously as follows:
AYES: Clark, Cross, Kohler, Starr, Juran, Christopher, and Parsons (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

Council Vice President Cross moved that Soraida (Council Vice President Cross) gets five more minutes. Council Christopher 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)

Council Vice President Cross requested that the sports facilities club contract be placed on the next agenda for reconsideration. City Manager Brown clarified that the amendment to the agreement still required Council approval and would be on the next agenda.

f. PRESENTATION - Community Survey

This item was not discussed due to the meeting time limit.

OTHER BUSINESS

This item was not mentioned due to the meeting time limit.

STAFF UPDATES

There were no staff updates due to the meeting time limit.

COUNCIL MEMBER REPORTS

There were no Council Member Reports due to the meeting time limit.

AGENDA INPUT

This item was not mentioned due to the meeting time limit.

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:39 p.m.

MAYOR: APPROVED:

_____ _____

Cathy Clark Dawn Wilson, Deputy City Recorder

Minutes approved: _____

MINUTES
KEIZER CITY COUNCIL
Monday, August 24, 2026
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

CALL TO ORDER

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

ROLL CALL

Roll call was taken as follows:

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

Staff:
Adam Brown, City Manager
Tim Wood, Assistant City Manager
Joseph Lindsay, City Attorney
Melissa Bisset, City Recorder
Lily Von, Keizer Event Center

Absent:
Council Vice President Soraida Cross

DISCUSSION

a. Discussion regarding deeming it important that Councilor Cross appear electronically for the August 24, 2026 Work Session and be considered "in attendance" (Council Rules of Procedure Section 3.10 - Attendance Duty)

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

Council President Starr moved the Keizer City Council deem it important that Councilor Cross appear electronically for the August 24, 2026, Work Session and be considered "in attendance." Councilor Kohler seconded. Motion passed unanimously as follows:
AYES: Clark, Kohler, Starr, Juran, Christopher, and Parsons (6)
NAYS: None (0)
ABSTENTIONS: None (0)

ABSENT: Cross (1)

ADJOURNMENT

Mayor Clark adjourned the meeting at 6:02 p.m.

MAYOR: APPROVED:

_____ _____

Cathy Clark Dawn Wilson, Deputy City Recorder

Minutes approved: _____

MINUTES
KEIZER CITY COUNCIL
Monday, August 24, 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 (via Zoom)
Kyle Juran, Councilor
Daniel Kohler, Councilor
Marlene Parsons, Councilor
Lore Christopher, Councilor

Staff:
Adam Brown, City Manager
Tim Wood, Assistant City Manager
Joseph Lindsay, City Attorney
Melissa Bisset, City Recorder
Lily Von, Event Center Manager

IYO SISTER CITY

a. Iyo Sister City and Keizer Iyo Sister City Association

City Manager Adam Brown shared that there would be a discussion on the relationship between the City and its sister-City, Iyo, along with a Memorandum of Understanding (MOU) with Keizer-Iyo Sister City Association (KISCA).

Ed Davis shared about KISCA, which was a nonprofit corporation. He noted that KISCA did not expect any outside funding. He shared that the immediate goal was to work with the Council on their comfort level with how they would like KISCA to function in the support role. They would like to continue the middle school exchange program and fundraising. They wanted to work with the Council in a collaborative way to flesh out what the expectations should be.

Jennifer Benevidez, KISCA Board Member, shared about her interest in joining KISCA and that the program would provide youth with opportunities to learn about different cultures, communities, finances, and how the world works, with fewer boundaries and greater involvement and access for youth. She said they were planning to go to Iyo in February as a group if they were able to raise sufficient funding, potentially with support from the Board and host families. She felt that building

the relationship with Japan was very important at this point.

Mr. Davis explained that in Iyo, the school district was part of the City. There was a budget from Iyo City to send over children. He noted that a great way for the City to support the program was through allowing the students to use the Event Center.

It was hoped that the final signing of the Sister City Agreement would take place in February.

John Borden, KISCA Board Member, shared that he had been a host family for the past 10 years.

Council President Starr felt that the structure of KISCA was on point. She noted that non-profits often start with a steering committee. She shared that she was ready to step away and let others step in, noting that the Board was organized and had accomplished the major steps needed to get the organization up and running, including incorporating, developing bylaws, filing the 1023, and working to secure insurance. She said she was excited about the organization's progress and suggested that former Board members could remain as a resource for their expertise without necessarily continuing to serve on the Board.

It was noted that if there was funding, the people who would probably go to Japan in February would be the Mayor and City Manager. There was a suggestion to ask the Oregon Ethics Commission (OGEC) about the City Manager and Mayor being on the Board or ex-officios.

Mayor Clark noted that following the previous meeting, she incorporated the items discussed into a nonprofit bylaws template she used in her work. She had provided the draft to Mr. Brown and Mr. Borden for an initial review before bringing it to the Board. She noted that the draft included discussion of whether the Mayor and City Manager should serve as Board members or ex officio members, which would be a decision for the organization. She also said that she appreciated the opportunity to look at how other Cities, including those in Oregon, have structured similar organizations.

It was noted that the bylaws were currently in rough draft state.

There were comments about the students having visited the Museum.

Council Vice President Cross felt it was important for the community to know who the donors were, how the Councilors voted, and the costs of the trips, especially if City Manager Brown and Mayor Clark went on this trip.

The expectation was that there would be an MOU between KISCA and the City.

Council President Starr shared that part of the reason she was resigning was because she did not believe that she should participate in drafting an MOU that would subsequently come before her as a Councilor for a vote.

City Manager Brown shared that a first draft of the MOU was prepared.

Mayor Clark highlighted the various sectors in the Program. There were five key areas

enumerated in the MOU with Iyo City and the City of Keizer.

Council President Starr shared that there were elected officials who were advisory members and not voting members and that could be an option.

There was a hope to grow the number of volunteers in key areas, including community leadership, local and state tourism, local schools or school districts, cultural organizations, business and economic development, and City government. It was emphasized that the organization was seeking a broad range of expertise rather than simply adding volunteers, so members could draw on specific knowledge when needed. It was also noted that there would likely be an emerging need for host families in the future.

Mr. Brown explained that nonprofit boards have been instrumental in retaining the Sister City relationship over the years.

The trip would be between four and seven days, and the estimated cost for hotel, food, and travel was around $3,000 per person. The KISCA Board would be checking with two additional travel agents on the costs.

EVENT CENTER

a. Event Center Staff Report

Assistant City Manager Tim Wood shared about the Event Center on the financial history since inception, usage policies and rates, layout, and pricing.

Mr. Wood shared that the charges for service needed to be increased, and he hoped for bigger multi-day events.

There was a question about ordering new chairs and where the previously budgeted funds had gone. It was explained that the funds had been carried forward into the current budget and remained available. The increase in personnel services was also discussed, and the amount accounted for two full-time employees and approximately $45,000 in temporary labor.

The financial history was discussed. It was noted that charges for services had decreased in 2025-2026. Mr. Wood explained that the State's travel training had been scaled back and that fewer birthday parties had reduced the number of events being held.

Sunday events were discussed. There had been attempts to partner with local hotels, and there would be continued efforts to establish partnerships.

It was noted that caterers must have insurance and health permits.

Discussion ensued regarding maintenance in the Event Center. There were concerns expressed about needing new audio/video (AV) equipment and chairs.

New printed marketing material would be available within the next month.

It was noted that Event Center staff handled maintenance within the Event Center.

Council President Starr expressed her appreciation to Event Center Manager Lily Von and Event Center Assistant Jon Holtorff for their quality of work.

Discussion ensued regarding AV in the Event Center.

Mr. Wood reviewed the barriers to growth.

There was conversation about the evolution of the Event Center.

Discussion ensued regarding the finances of the Event Center. Mr. Brown explained that determining whether the asset was worth continuing to subsidize was a policy decision for the governing body. He noted that, if financial performance were the only consideration, the organization might conclude that it should discontinue the operation.

Mr. Brown also explained that a significant loss in business this year was due to reduced government-sector gatherings and from concerns about gathering for certain groups, which had affected that segment of business.

Mr. Wood reviewed the current Waiver Policy and History. He provided a range of options on how the fee waivers could be addressed, including providing enough direction to staff and having staff determine if the fee waiver request met the standards set.

Staff recommended a Consumer Price Index (CPI) increase starting on July 1, 2027.

Mr. Wood reviewed the rate study and staff recommendations as outlined in the meeting material.

There was a suggestion to include wear and tear on the building in the fees. There was a suggestion to have the one-time-a-year fundraising rate be $1,950 to cover more of the expenses. Conversation ensued regarding looking into a fuller cost-recovery model.

There was discussion about working with caterers and not having a catering kitchen. It was noted that the caterers that the City worked with did not have complaints about this space.

The list of Capital needs was reviewed.

There were comments about the percentage of discounts, the timing of the proposed CPI increase, and a suggestion to look for a grant.

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:31 p.m.

MAYOR: APPROVED:

_____ _____

Cathy Clark Dawn Wilson, Deputy City Recorder

Minutes approved: _____

City Council Meeting Date: September 8, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: RESOLUTION - Authorization to Enter into a Five-Year Agreement with Quadient Leasing USA Inc for the Lease of an IX-7 Mailing Machine

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Proposed Motion

I move that the City Council adopt resolution R2026-____ A Resolution Authorizing the City Manager to Enter Into a Lease Agreement with Quadent Leasing USA Inc. For Lease of an IX-7 Mailing Machine.

I. Summary

The City's existing mailing machine lease with Quadient Leasing USA Inc is set to expire in September 2026. The City would like to enter into a new lease agreement with Quadient utilizing the State of Oregon's Oregon Buys eProcurement System, contract number 11290.

II. Background

A. The City's existing mailing machine lease was entered into in August 2021 and is set to expire in September 2026.

B. The City processes approximately12,000 pieces of mail on an annual basis.

C. The existing IX-7 Mailing Machine is starting to require service calls on a regular basis.

III. Current Situation

The City would like to enter into a new lease agreement with Quadient utilizing the State of Oregon's Oregon Buys eProcurement System, contract number 11290.

IV. Analysis

A. **Strategic Impact** - Not applicable

B. **Financial** - The lease amount under Oregon Buys, contract 11290, is $448.59 per month and included in the City's existing appropriations in the 2026-27 City of Keizer Adopted Budget - Administrative Services Fund.

C. **Timing** - The City's existing lease agreement is set to expire at the end of September 2026.

D. **Policy/Legal** - Due to the length of the agreement City Council authorization is required.

V. Alternatives

A. Authorize the City Manager to enter into a five-year agreement with Quadient Leasing USA Inc for the lease of an IX-7 mailing machine.

B. Take no action

VI. Recommendation

Staff recommends the City Council authorize the City Manager to enter into a five year agreement with Quadient Leasing USA Inc for the lease of an IX-7 Mailing Machine.

Attachments

1. RES_CC_Quadient Lease_09 08 2026

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2026-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH QUADIENT LEASING USA INC. FOR LEASE OF AN IX-MAILING MACHINE

WHEREAS, the City of Keizer currently has a leasing agreement with Quadient Leasing USA Inc. that is set to expire in September 2026; and

WHEREAS, the City would like to enter into another leasing agreement with Quadient Leasing USA Inc. for similar services; and

WHEREAS, the Oregon Buys eProcurement System, contract number 11290 allows the City of Keizer to utilize the procurement process of the State of Oregon for this vender;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized the enter into a five-year lease agreement with Quadient Leasing USA Inc. for the lease of an IX-7 Mailing Machine.

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BE IT FURTHER RESOLVED that this Resolution shall take effect immediately

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

upon the date of its passage.

PASSED this _____ day of _____, 2026.

SIGNED this _____ day of _____, 2026.

_____
Mayor

_____
City Recorder

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

City Council Meeting Date: September 8, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: DISCUSSION - Amending the City of Keizer Police Services Fee; Repealing Resolution R2026-3670

Proposed Motion

I move the City Council direct staff to prepare a resolution to modify the police services fee rate to incorporate an inverted rate structure with five tiers for the commercial per equivalent service model for adoption at the next regular council meeting.

I. Summary

During the July 13, 2026 work session, the City Council requested staff prepare additional analysis of the Police Services Fee - Commercial Account Equivalent Services Unit (ESU) Model for consideration in amending Resolution R2026-3670 - Amending the City of Keizer Police Services Fee; Repealing Resolution R2023-3376.

II. Background

A. The City Council adopted Resolution R2026-3670 - Amending the City of Keizer Police Services Fee; Repealing Resolution R2023-3376 at the May 18, 2026, City Council Meeting. The resolution and projected Police Services Fee analysis are attached.

B. In addition, the City Council requested that an additional work session be held to review the commercial account ESU model for assessing the Police Services Fee.

C. The City Council held the additional work session on July 13, 2026, requesting more analysis be prepared showing the impacts of:

1. Using the residential/multifamily rate as a minimum rate for commercial accounts, and
2. Considering a discounted rate for houses of worship and sports facilities, and
3. Considering an inverted equivalent service unit rate structure in which the per ESU unit decreases as the units increase.

III. Current Situation

A. Additional analysis of the commercial rate structure has been completed.

B. In general, there is a four to one ratio between the commercial ESU versus the residential/multifamily per dwelling unit model. For each $1.00 increase/decrease in the commercial ESU rate, the residential/multifamily per dwelling unit rate would need to increase/decrease by $0.25 to compensate.

IV. Analysis

A. **Strategic Impact** - This request falls under the Council's Public Safety Strategic Goal. Specifically, the plan contains a task to "develop a long-term staffing and funding plan for the Police Department, seeking community input and approval."

B. **Financial** - Resolution R2026-3670 - Amending the City of Keizer Police Services Fee anticipates commercial utility accounts will provide approximately $431,000 in service revenues. Any modifications to the rates or structure would require a compensating change to ensure the total fees received equals $431,000.

1. Using the residential/multifamily rate as a minimum rate for commercial accounts -

   Effective September 1, 2026 the per residential household police services fee is $10.62 and the commercial police services fee is $6.90 per ESU. This results in one ESU commercial accounts paying less than a residential household from September 1 until December 31, 2026. Effective January 1, 2027, the residential per household and the commercial per equivalent service unit rate is equal.

   If the Council were to establish a minimum charge for commercial ESU equal to the residential household rate of $10.62 there would be 37 commercial accounts impacted, representing 37 ESU's. Increasing the ESU rate to $10.62 would generate an additional $138 per month or $552 from September 1 to December 31, 2026. The additional revenue only reduces the commercial rate per ESU from $6.90 per month to $6.89 per month from September 1 to December 31, 2026. The reasoning however, in moving it to the residential rate was symbolic that no business should pay less than the residential.

2. Considering a discounted rate for houses of worship and sports facilities -

   If the Council were to charge houses of worship as if they were residential, there would be 22 accounts impacted, representing 354 ESU's. The loss of revenue would be $3,772 per month and would require the commercial per ESU rate to increase from:

   - $6.90 to $8.00 per month from September to December 31, 2026; and/or
   - $14.34 to $15.44 per month from January to June 30, 2027.

If the Council were to charge sports facilities as if they were residential, there would be 6 accounts impacted, representing 223 ESU's. The loss of revenue would be $2,466 per month and would require the commercial per ESU rate to increase from:

- $6.90 to $7.59 per month from September to December 31, 2026; and/or
- $14.34 to 15.03 from January to June 20, 2027.

If the Council were to reclassify the baseball stadium from commercial to governmental in recognition of the contractual relationship with the City, there would be a loss of revenue of $1,659 per month and would require the commercial per ESU rate to increase from:

- $6.90 to $7.36 per month from September to December 31, 2026; and/or
- $14.34 to $14.80 per month from January to June 30, 2027.

3. Considering an inverted equivalent service unit rate structure in which the per equivalent service unit decreases as the units increase -

   City staff prepared multiple versions of an inverted rate structure based on dividing the ESU's into 3, 4 and 5 different tiers. In addition, the inverted rate structure looked at what the police services fee would need to be if there was $1.00 - $5.00 difference between the rates applied to each tier. Based on the analysis, City Staff is recommending a five-tiered model with $1.00 between each tier.

				Monthly Bill	
Tier	Accounts	ESU	Rate	Low	High
1 - 8 ESU	198	764	$13.40	$ 13.40	$ 107.20
9 - 18 ESU	60	740	12.40	111.60	223.20
19 - 37 ESU	27	724	11.40	216.60	421.80
38 - 73 ESU	16	769	10.40	395.20	759.20
74 - 200 ESU	6	796	9.40	695.60	1,880.00

C. **Timing** - Resolution R2026-3670 - Amending the City of Keizer Police Services Fee is scheduled to take effect September 1, 2026 with the first impact felt with the billing due October 22, 2026.

D. **Policy/Legal** - Only the City Council can approve the Police Services Fee rates and structure.

V. Alternatives

A. Direct staff to return with a resolution amending the commercial ESU model by incorporating a five tier inverted rate structure that would begin on January 1, 2027.

B. Propose an alternate rate structure.

C. Take no action and the rate and structure outlined in R2026-3670 - Amending the City of Keizer Police Services Fee will take effect September 1, 2026.

VI. Recommendation

Staff recommends the City Council provide the opportunity for public comment and direct staff to prepare a resolution amending the commercial ESU model by incorporating a five-tier inverted rate structure that would take effect January 1, 2027.

Attachments

1. RES_CC_R2026-3670_2026-05-18 - Amending the City of Keizer Police Services Fee_08 17 2026
2. ATT_CC_Police Services Fee Rate and Revenue Projection_08 17 2026
3. ATT_CC_Police Services Fee - Inverted Rate Structure_08 17 2026 Report

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2026-3670

AMENDING THE CITY OF KEIZER POLICE SERVICES FEE;
REPEALING RESOLUTION R2023-3376

WHEREAS, by Ordinance 2017-775 as codified in Keizer Code, Article IX, Division 2, the City Council imposed police services fee on all Premises within the Keizer City limits;

WHEREAS, Keizer Code, Article IX, Division 2, Section 2-326 provides for the amount of the police services fee to be set by Resolution of the City Council;

WHEREAS, by Resolution R2023-3376, the City Council established the amount of the police services fee;

WHEREAS, Resolution R2023-3376 states that the Council shall review the amount of the fee annually;

WHEREAS, the City Council wishes to increase the police services fees;

WHEREAS, the City has met the requirement for providing an opportunity for public comment prior to the adoption of this amended fee resolution;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the amount of the police services fee and associated charges established by Keizer Code, Article IX, Division 2 shall be as set forth in Exhibit "A" attached hereto and by this reference incorporated herein. The increases shall occur on September 1, 2026 under the column Proposed Effective 9/1/2026 and the additional increases shall occur on January 1, 2027 under the column Proposed Effective 1/1/2027.

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

BE IT FURTHER RESOLVED that the terms used in this Resolution shall have the meaning set forth in Keizer Code, Article IX, Division 2, Section 2-324.

BE IT FURTHER RESOLVED that the term ESU (Equivalent Service Unit) shall mean an area which is estimated to place approximately equal demand on the public facilities as defined in the Keizer Development Code (Keizer Code, Appendix A) as "Dwelling, single household". One (1) ESU shall be equal to 3,000 square feet of impervious surface.

BE IT FURTHER RESOLVED that the amount of the fee shall be reviewed annually by Council.

BE IT FURTHER RESOLVED that Resolution R2023-3376 (Establishing the City of Keizer Police Services Fee) shall be repealed in its entirety on September 1, 2026.

BE IT FURTHER RESOLVED that this Resolution shall become effective from and after the September 2026 billings and all successive billings.

PASSED this 18th day of May, 2026.

SIGNED this 18th day of May, 2026.

Cathy Clark
Mayor

Melissa Brisbt
City Recorder

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

Exhibit "A"

City of Keizer
Police Services Fee Comparison
May 18, 2026

	Proposed Effective 1/1/2027	Proposed Effective 9/1/2026	Existing Fee	
Residential per dwelling unit	$ 14.34	$ 10.62	**Single/Duplex**	$ 6.90
Commercial/Non-dwelling unit per Equivalent Service Unit	$ 14.34	$ 6.90	**Multi-Family Dwelling Units**	$ 5.95
Senior [1] /Head of Household Low Income [2]	$ 7.17	$ 5.31	**Senior [1] /Head of Household Low Income [2]**	$ 1.93
Delinquency Fee [3]	$ 37.00	$ 37.00	**Commercial Utility Accounts**	$ 6.90
Administrative Fee [3]	10%	10%	**Delinquency Fee [3]**	$ 37.00
			Administrative Fee [3]	10%

(1) For Single-Family/Duplex unit only. Responsible party must apply and show proof that they are over 75 years of age.

(2) For Single-Family/Duplex unit only. Responsible party must apply and show household income is equal to or less than 30% of the Salem/Keizer area median income, based on family size, as published annually by the U.S. Department of Housing and Urban Development.

(3) Imposed fourteen (14) days after the police services fee is considered delinquent.

City of Keizer
Police Services Fee Projected Rate and Revenue

Level Rate Structure with Commercial Billed ESU
Police Services Fee Rate Increase by Fiscal Year

	Single Family Residential	Commercial	Government	Irrigation	Multi-family Per Unit	Discount	Annual Revenue	Percent Rate Increase
2026-27 [A]	$ 6.90	$ 6.90	$ 6.90	$ 6.90	$ 5.95	$ 1.93	$ 209,800	-
2026-27 [B]	10.62	6.90	10.62	10.62	10.62	5.31	766,933	54%
2026-27 [C]	14.34	14.34	14.34	14.34	14.34	7.17	1,667,700	35%
2027-28 [D]	17.21	17.21	17.21	17.21	17.21	8.60	3,668,900	20%
2028-29	19.79	19.79	19.79	19.79	19.79	9.89	4,135,800	15%
2029-30	22.76	22.76	22.76	22.76	22.76	11.38	4,714,500	15%
2030-31	25.03	25.03	25.03	25.03	25.03	12.52	5,268,500	10%
2031-32	27.54	27.54	27.54	27.54	27.54	13.77	5,836,600	10%

Level Rate Structure with Commercial Per ESU
Police Services Fee Rate Increase by Fiscal Year

	Single Family Residential	Commercial	Government	Irrigation	Multi-family Per Unit	Discount	Annual Revenue	Percent Increase
2026-27 [A]	$ 147,900	$ 4,200	$ 300	$ 1,400	$ 54,900	$ 1,100	$ 209,800	-
2026-27 [B]	455,267	104,700	800	4,367	195,867	5,933	766,933	266%
2026-27 [C]	922,100	326,300	1,650	8,850	396,750	12,000	1,667,650	117%
2027-28 [D]	2,028,600	717,900	3,600	19,500	872,800	26,400	3,668,800	120%
2028-29 [D]	2,286,800	809,300	4,100	22,000	983,900	29,800	4,135,900	13%
2029-30	2,606,800	922,600	4,600	25,100	1,121,600	33,900	4,714,600	14%
2030-31	2,913,100	1,031,000	5,200	28,000	1,253,400	37,900	5,268,600	12%
2031-32	3,227,200	1,142,200	5,700	31,000	1,388,500	42,000	5,836,600	11%

[A] Assumes no changes to the existing rate and structure
[B] Assumes new rate structure is implemented September 1, 2026
[C] Assumes rate increase effective January 1, 2027
[D] rate increase effective January 1 going forward

City of Keizer
Police Services Fee - Inverted Rate Structure

Tier	Accounts	ESU	Rate	Monthly Bill Low	Monthly Bill High	Rate	Monthly Bill Low	Monthly Bill High	Rate	Monthly Bill Low	Monthly Bill High	Rate	Monthly Bill Low	Monthly Bill High	Rate	Monthly Bill Low	Monthly Bill High
1 - 13 ESU	239	1208	$ 12.40	$ 12.40	$ 161.20	$ 13.45	$ 13.45	$ 174.85	$ 14.50	$ 14.50	$ 188.50	$ 15.55	$ 15.55	$ 202.15	$ 16.60	$ 16.60	$ 215.80
14 - 40 ESU	51	1216	11.40	159.60	456.00	11.45	160.30	458.00	11.50	161.00	460.00	11.55	161.70	462.00	11.60	162.40	464.00
41 - 200 ESU	17	1369	10.40	426.40	2,080.00	9.45	387.45	1,890.00	8.50	348.50	1,700.00	7.55	309.55	1,510.00	6.60	270.60	1,320.00

Tier	Accounts	ESU	Rate	Monthly Bill Low	Monthly Bill High	Rate	Monthly Bill Low	Monthly Bill High	Rate	Monthly Bill Low	Monthly Bill High	Rate	Monthly Bill Low	Monthly Bill High	Rate	Monthly Bill Low	Monthly Bill High
1 - 10 ESU	215	925	$ 12.90	$ 12.90	$ 129.00	$ 14.45	$ 14.45	$ 144.50	$ 16.00	$ 16.00	$ 160.00	$ 17.55	$ 17.55	$ 175.50	$ 19.10	$ 19.10	$ 191.00
11 - 27 ESU	58	911	$ 11.90	130.90	321.30	12.45	136.95	336.15	13.00	143.00	351.00	13.55	149.05	365.85	14.10	155.10	380.70
28 - 52 ESU	24	910	$ 10.90	305.20	566.80	10.45	292.60	543.40	10.00	280.00	520.00	9.55	267.40	496.60	9.10	254.80	473.20
53 - 200 ESU	10	1047	$ 9.90	524.70	1,980.00	8.45	447.85	1,690.00	7.00	371.00	1,400.00	5.55	294.15	1,110.00	4.10	217.30	820.00

Tier	Accounts	ESU	Rate	Monthly Bill Low	Monthly Bill High	Rate	Monthly Bill Low	Monthly Bill High	Rate	Monthly Bill Low	Monthly Bill High	Rate	Monthly Bill Low	Monthly Bill High	Rate	Monthly Bill Low	Monthly Bill High
1 - 8 ESU	198	764	$ 13.40	$ 13.40	$ 107.20	$ 15.45	$ 15.45	$ 123.60	$ 17.45	$ 17.45	$ 139.60	$ 19.50	$ 19.50	$ 156.00	$ 21.50	$ 21.50	$ 172.00
9 - 18 ESU	60	740	12.40	111.60	223.20	13.45	121.05	242.10	14.45	130.05	260.10	15.50	139.50	279.00	16.50	148.50	297.00
19 - 37 ESU	27	724	11.40	216.60	421.80	11.45	217.55	423.65	11.45	217.55	423.65	11.50	218.50	425.50	11.50	218.50	425.50
38 - 73 ESU	16	769	10.40	395.20	759.20	9.45	359.10	689.85	8.45	321.10	616.85	7.50	285.00	547.50	6.50	247.00	474.50
74 - 200 ESU	6	796	9.40	695.60	1,880.00	7.45	551.30	1,490.00	5.45	403.30	1,090.00	3.50	259.00	700.00	1.50	111.00	300.00

City Council Meeting Date: September 8, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Joseph Lindsay, City Attorney

Subject: ORDINANCE - Relating to Recognition of Neighborhood Associations; Amending Keizer Code Chapter 2, Article VIII

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 also before the City Council at its June 15, 2026 meeting. On August 3, 2026, the City Council again discussed amendments and further ordered staff to make a few additional changes to be considered at a future meeting. On August 17, 2026, the City Council voted to approve the Ordinance with amendments. Because the vote to approve the ordinance was not unanimous, the adoption of the ordinance requires approval by a majority of the Council at a second 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.

C. The matter was brought before the Keizer City Council at its August 3, 2026 meeting and the Council directed staff to make additional amendments and bring the revisions back at a future date.

D. The matter was brought before the Keizer City Council at its August 17, 2026

meeting and a majority of the Council approved the Ordinance with amendments.

E. Because the vote to approve the ordinance was not unanimous, the adoption of the ordinance requires approval by a majority of the Council at a second meeting.

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. At the August 3, 2026 regular meeting, some other ideas and suggestions were brought up. Those have also been incorporated into the suggested amendments presented herein.

E. At the August 17, 2026 regular meeting, additional ideas and suggestions were made. Those have also been incorporated into the suggested amendments presented herein.

IV. Analysis

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

B. **Financial** - City funding of neighborhood associations is tied to the neighborhood associations meeting the standards for recognition set by the City Council.

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 the suggested amendments.

Attachments

1. ORD_CC_Amending Chapter 2 Article VIII - Neighborhood Associations_8 17 2026
2. EXH_CC_ARTICLE_VIII.___RECOGNITION_OF_NEIGHBORHOOD_ASSOCIATIONS_8 31 2026 pdf

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

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(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

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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 in Keizer. The in-person meetings shall be held at ~~the event center~~a public place utilizing audio-video technology 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. Association general meetings shall be held at a publicized date, time, and place. The in-person meetings shall be held at the event center utilizing audio-video technology for any on-line participation if requested. All association meetings shall be open to the public. All members present may vote on issues with the results recorded.

~~g~~f. Minutes shall be taken of all association meetings and all general board ~~and general~~ meetings in a compatible~~city-suggested~~ manner with the city 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 within thirty days after adoption.

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. Any website and/or other social media pages need 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 including the fiscal report 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: September 8, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Tim Wood, Assistant City Manager

Subject: DISCUSSION - National Observances and Commemorative/Heritage Months - National Bullying Prevention Month

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Proposed Motion

I move the City Council adopt Resolution R2026-____ Amending National Observances and Commemorative/Heritage Months; repealing Resolution R2025-3567 to include National Bullying Prevention Month.

I. Summary

The Community Diversity Engagement Committee (CDEC) recommends that the City Council add National Bullying Prevention Month to the City's October proclamation calendar. At its August 6, 2026 meeting, CDEC unanimously approved a motion recommending that bullying awareness be added to the October calendar, with one member absent. The requested Council action would update the City's existing list of National Observances and Commemorative/Heritage Months established by Resolution R2025-3567.

II. Background

A. The City Council is asked to review the list of National Observances and Commemorative/Heritage Months on an annual basis.

B. Requests for proclamations must be submitted to the City Recorder through the online request form by December 15th each year.

C. City Council adopts a list of recurring proclamations that are placed on a proclamation calendar. The City Council last adopted the National Observances and Commemorative/Heritage Months on April 21, 2025 by Resolution R2025-3567.

D. Section 14 of the Council Rules of Procedure limits proclamation presentation to one per meeting.

III. Current Situation

A. The CDEC made a motion recommending that the City Council add a proclamation

in October in recognition of National Bullying Prevention Month.

B. National Bullying Prevention Month is a nationwide initiative held every October to educate the public about the impact of bullying, verbal, physical, social, and cyber, and to encourage collective action to prevent it. It began as a week-long event in 2006 and expanded to a month-long observance in 2010 due to its growing success.

C. The City currently recognizes Indigenous Peoples' Day and Domestic Violence Awareness Month in October.

IV. Analysis

A. **Strategic Impact** - Not applicable

B. **Financial** - Not applicable

C. **Timing** - October is National Bullying Prevention Month

D. **Policy/Legal** - CDEC serves in an advisory capacity, and the City Council has final authority to approve committee recommendations.

V. Alternatives

A. Amend Resolution R2025-3567 to include National Bullying Prevention Month,

B. Reconsider adding National Bullying Prevention Month during the annual review of the National Observances and Commemorative/Heritage Months in December 2026,

C. Take no action.

VI. Recommendation

Staff recommends that the City Council adopt Resolution R2026-____ Amending National Observances and Commemorative/Heritage Months; repealing Resolution R2025-3567.

Attachments

1. R2025-3567_2025-04-21 City Observances

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2025-3567

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

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

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

NOW, THEREFORE,

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

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

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

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

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

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

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

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

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

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

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

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

PASSED this 21st day of April, 2025.

SIGNED this 21st day of April, 2025.

Cathy Clark
Mayor

Melissa Bisset
City Recorder

Keizer City Attorney
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PO Box 21000
Keizer, Oregon 97307
503-856-3433

City Council Meeting Date: September 8, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Shane Witham, Planning Director

Subject: Ordinance Approving Comprehensive Plan/Zone Change/Subdivision Case 2026-05

Proposed Motion

I move the City Council Adopt Ordinance 2026- __ In the matter of the application of Pacific National Development, Inc. for a comprehensive plan map amendment from Special Policy Area Limited Use to Low Density Residential (Overlay), a zone change from Agricultural Industrial to Single Family Residential-Odor Impact Overlay Zone, and a subdivision located at 5710 Windsor Island Road North, Keizer, Oregon (Case 2026-05).

I. Summary

This matter is before City Council for adoption of an Ordinance approving Comprehensive Plan/Zone Change/Subdivision Case 2026-05 for property located at 5710 Windsor Island Rd N. Council previously held a public hearing on August 17, 2026, regarding this matter and voted unanimously to direct staff to prepare an ordinance for adoption approving the land use request.

II. Background

A. A Comprehensive Plan Map Amendment/Zone Change/Subdivision application was received by the City for property located at 5710 Windsor Island Rd N. The request to change the plan designation and zoning to Residential and subdivide the property into 118 lots to allow for the construction of a residential subdivision.

B. Public Hearings were held before the Hearings Officer on July 8, 2026, and before the City Council on August 17, 2026, regarding this proposal.

C. Notice of the hearings were mailed to property owners within 250 feet of the property, published in the newspaper, and physically posted upon the subject property announcing the time and place for the hearings.

D. After the close of the public hearing at the City Council meeting on August 17, 2026, City Council voted unanimously to direct staff to prepare an ordinance for the approval of Comprehensive Plan Map Amendment/Zone Change/Subdivision Case

2026-05 with conditions.

III. Current Situation

A. Staff has prepared an ordinance for adoption with findings and conditions for the land use request consistent with direction given by City Council at the August 17, 2026 meeting, which included the modified condition #22 presented at the August 17, 2026 meeting.

B. It should be noted that staff will explore options for possible recreation opportunities during the review and approval of the storm water facilities serving the subdivision, as was directed by Council. There is no specific condition included in this adopting ordinance, since it is unknown at this time what may or may not be possible.

IV. Analysis

A. **Strategic Impact** - The Strategic Plan identifies revisiting the Willow Lake Settlement agreement as a task to allow for better utilization of lands within the area. In addition, there is an identified need for additional residential land, and this request creates an opportunity for additional residential development.
B. **Financial** - N/A
C. **Timing** - Adoption of the Ordinance is the final step in the approval process of the land use request.
D. **Policy/Legal** - The process for review and approval of this land use request has been followed. Approval of the request is by adoption of an Ordinance by City Council.

V. Alternatives

A. Preferred Alternative: make a motion to adopt the Ordinance approving Comp Plan/Zone Change/Subdivision Case 2026-05.

B. Make a motion directing staff to modify the proposed ordinance with any identified corrections or changes desired by City Council.

C. Make a motion directing staff to modify the ordinance, denying Comp Plan/Zone Change/Subdivision Case 2026-05.

VI. Recommendation

Staff recommends that City Council adopt the attached Ordinance approving Comprehensive Plan/Zone Change/Subdivision Case 2026-05.

Attachments

1. ORDINANCE 2026- CASE 2026-05
2. ORD-exhibit A-criteria - case 2026-05
3. ORD-exhibit B -facts-findings-justifications- case 2026-05
4. ORD-exhibit C - action - case 2026-05

A BILL ORDINANCE NO. 2026-_____

FOR

AN ORDINANCE

IN THE MATTER OF THE APPLICATION OF PACIFIC NATIONAL DEVELOPMENT, INC. FOR A COMPREHENSIVE PLAN MAP AMENDMENT FROM SPECIAL POLICY AREA LIMITED USE TO LOW DENSITY RESIDENTIAL (OVERLAY), A ZONE CHANGE FROM AGRICULTURAL INDUSTRIAL TO SINGLE FAMILY RESIDENTIAL--ODOR IMPACT OVERLAY ZONE, AND A SUBDIVISION LOCATED AT 5710 WINDSOR ISLAND ROAD NORTH, KEIZER, OREGON (CASE NO. 2026-05)

The City of Keizer ordains as follows:

Section 1. THE APPLICATION. This matter came before the Keizer City Council upon the application of Pacific National Development, Inc. for an amendment to comprehensive plan from Special Policy Limited Use (Overlay) to Low Density Residential with Limited Use (Overlay) and zone change from Agricultural Industrial to Single Family Residential—Odor Impact Overlay Zone, and for a subdivision located at 5710 Windsor Island Road North, Keizer, Oregon. The subject property is also identified as being located within Township 6 South; Range 3 West; Section 34; Tax Lots 01300 and 01400. The properties are identified on the Marion County Tax Assessor's Map as tax lots 063W340001400 and 063W340001300. After a public hearing on July 8, 2026, the Keizer Hearings Officer recommended that the City Council approve the proposed Comprehensive Plan Map Amendment from Special Policy Area Limited Use to Low Density

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Residential Limited Use (Overlay), and recommended that the City Council approve the Zone Change from Agricultural Industrial to Single Family Residential—Odor Impact Overlay Zone, contingent upon the Council's approval of the Comprehensive Plan Map Amendment. The Hearings Office also recommended the planned subdivision with conditions.

Section 2. JURISDICTION. The land in question in this Ordinance is within the city limits of the City of Keizer. The City Council is the governing body for the City of Keizer. As the governing body, the City Council has the authority to make final land use decisions concerning land within the city limits of the City of Keizer.

Section 3. PUBLIC HEARING. A public hearing was held on this matter before the Hearings Officer on July 8, 2026 and before the City Council on August 17, 2026. The following persons either appeared at the Hearings Officer's hearing or at the City Council hearing or provided written testimony on the application:

1. Shane Witham, Planning Director
2. Rhine Cross Group, LLC, Applicant Representative
3. Mark Cross, Engineer
4. Kelly Sandow, Traffic Engineer
5. Dixie King, Resident
6. Jack and Sharon McLennan, Residents
7. Lance and Julie Petersen, Residents
8. Larry and Cathie Raaf, Residents
9. Ted Marr, Resident
10. Taejun and Mikyung Lim, Residents
11. Patricia Stupfel and Laura McInnis, Residents
12. Richard and Susan Warner, Residents
13. Diane Ramey and Nee Olson, Residents
14. Margaret Stephens, Resident
15. Jeffrey Bienvenu, Resident

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16. Richard and Jolene Boyd, Residents
17. Sarah Hecker of RiverBend Materials
18. John Blake, Resident

Section 4. EVIDENCE. Evidence before the City Council in this matter includes the staff report and attachments, applicant's application and materials, written statements and testimony submitted, for the August 17, 2026 Council meeting, and all evidence placed before and not rejected by the City Council.

Section 5. OBJECTIONS. No objections have been raised as to notice, jurisdiction, alleged conflicts of interest, evidence presented or testimony taken at the hearing.

Section 6. CRITERIA AND STANDARDS. The criteria and standards relevant to the decision in this matter are set forth in Exhibit "A" attached.

Section 7. FACTS, FINDINGS, AND JUSTIFICATION. The facts, findings, and justifications for City Council action in this matter are set forth in the hearings officer recommendation and staff recommendation attached to the staff report and set forth in Exhibit "B" attached

Section 9. ACTION. The decision of the City Council is set forth in Exhibit "C" attached.

Section 10. FINAL DETERMINATION. This Ordinance is the final determination in this matter.

Section 11. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days after its passage.

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Section 12. APPEAL. A party aggrieved by the final determination in a proceeding for a discretionary permit or a zone change may have it reviewed under ORS 197.830 to ORS 197.835.

PASSED this _____ day of _____, 2026.

SIGNED this _____ day of _____, 2026.

_____
Mayor

_____
City Recorder

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EXHIBIT "A"

Criteria and Standards

The criteria and standards relevant to this application are found in the Keizer Code, Appendix A, also referred to as the Keizer Development Code (KDC). The specific criteria are set forth below:

1. KDC 3.108.06 (Subdivision, Planned Unit Developments, and Manufactured Home Parks – Review Criteria)

2. KDC 3.109.04 (Comprehensive Plan Map Amendments – Criteria for Approval)

3. KDC 3.110.04 (Zone Change – Criteria for Approval)

No other specific criteria and standards were identified at the hearing.

EXHIBIT "B"

Facts, Findings, and Justification

FINDINGS: GENERAL

1. The applicant is Pacific National Development Inc.

2. The subject property is located at 5710 Windsor Island Rd N and is also identified as being located within Township 6 South; Range 3 West; Section 34; Tax Lots 01300 and 01400.

3. The property is designated Special Policy Area (SPA) limited use on the Comprehensive Plan and zoned Agricultural Industrial (AI).

4. The property is developed with a home and multiple outbuilding, and also contains a wireless telecommunications facility. The property can be served by public water and sewer.

5. Properties to the north, and west, are designated SPA on the Comprehensive Plan Land Use map and are zoned AI. In addition, property to the north of the proposed CP/ZC/subdivision area is designated Low Density Residential, is zoned Single Family Residential (RS), and is developed with single family homes (McNary Estates Phase 20).

Properties to the east (adjacent to the area proposed to be changed to RS and subdivided) contain a residential subdivision (Sagrada Circle) which is designated Medium Density Residential and is zoned Limited Density Residential (RL), as well as an elementary school which is designated Elementary School and is zoned Public.

Property to the south is developed with a Manufactured Home Park and is designated Medium High Density and zoned Medium Density Residential (RM).

6. The Hearings Officer held a public hearing on this application on July 8, 2026. The City Council held a public hearing on this application of August 17, 2026.

FINDINGS FROM STAFF RECOMENDATION

FACTS: COMPREHENSIVE PLAN MAP AND RELATED FINDINGS.

7. The Review Criteria for a Comprehensive Plan Map amendment are listed in Section 3.109.04 of the Keizer Development Code (KDC).

A. **3.109.04.A. Compliance is demonstrated with the statewide land use goals that apply to the subject properties or to the proposed land use designation. If the proposed designation on the subject property requires an exception to the Goals,**

the applicable criteria in the LCDC Administrative Rules for the type of exception needed shall also apply.

FINDINGS: This action will occur entirely within the city limits and no goal exceptions are required. Compliance with the Statewide Land Use Goals is reviewed below:

Goal 1 - Citizen Involvement: The proposed Comprehensive Plan Map and Zone change is being processed according to the provisions of the Keizer Development Code which include citizen involvement in the decision-making process. Notice of the public hearing and request for comments was mailed to surrounding properties and potentially affected parties, and a public process involving a public hearing, deliberation, and ordinance adoption will be followed. Consistent with local requirements citizens will be given an opportunity to comment and testify before the hearings officer and again before the City Council. The final decision rests with the City Council. This process is consistent with the provision for the opportunity for citizens to be involved in all phases of this planning process as required by this Goal and with implementing administrative rules within Oregon Administrative Rules. Staff therefore finds this request complies with this goal.

Goal 2 – Land Use Planning: The City of Keizer's Development Code has an established process for all decisions and actions related to this proposal which were acknowledged by LCDC (Land Conservation and Development Commission). This change is being reviewed consistent with those procedures outlined in the Comprehensive Plan and Development Code. The adoption proceeding is being conducted in a manner consistent with requirements of the Keizer Comprehensive Plan, Keizer Development Code, and applicable state law. Notice was published in the Keizer Times, public hearings will be conducted before the Hearings Officer, who will then make a recommendation to City Council. A public hearing will also be conducted before the city council. As such, the proposed Comprehensive Plan Map change is consistent with this statewide planning goal and administrative rules. Staff therefore finds this request satisfies this goal.

Goal 3 - Agricultural Lands: The purpose of this goal is to protect lands that are designated for agricultural uses. The property is designated Special Policy Area due to the impacts of the wastewater treatment plant and the property is zoned Agricultural Industrial. It should be noted the state definition of "agricultural" lands excludes lands inside an urban growth boundary. The property is not zoned Exclusive Farm Use and the proposal will not remove any land from an exclusive farm use designation. Though the property has historically been used for farming hazelnuts, the land is not protected agricultural land. Therefore, the proposed Comprehensive Plan Map amendment will

not be inconsistent with the Farm Land Goal or with any implementing administrative rules.

Goal 4- Forest Land: The intent of this goal is to protect lands that are designated for commercial forest uses. There are no lands designated within the city limits that allow commercial forestry. The proposed Comprehensive Plan Map change does not involve any land which is designated as forest land, nor will it impact the use of any forest lands. Therefore, this Goal and implementing administrative rules are not applicable to the proposed Comprehensive Plan Map amendment.

Goal 5– Open Spaces, Scenic and Historic Areas, and Natural Resources: The intent of the Natural Resources Goal is to protect various natural resources such as wetlands, waterways, big game habitat, etc. The city has a number of policies aimed to protect these natural resources that are within the city. The property does not contain any identified open space, scenic, or any natural resources such as riparian, wetlands, aggregate, etc. The proposed Comprehensive Plan Map change will allow the property to be developed with a proposed residential subdivision which will provide housing. This change will not affect any of the city's natural resources protection regulations or the lawful use of any properties that are within this overlay zone. Therefore, the Comprehensive Plan Map change will be consistent with this goal and with administrative rules designed to implement this goal.

Goal 6 - Air, Water and Land Resources Quality: The intent of this goal is to protect the city's air, water and land resource qualities. The city provides its residents with city water from groundwater sources. The future development of the property will be required to be connected to the municipal water system and so no wells will be drilled. New construction will be required to be connected to the established sanitary sewer system thereby reducing the likelihood of groundwater contamination from any failing on-site septic systems. The Comprehensive Plan Map amendment will result in allowing for a zone change and proposed residential subdivision. It should be noted that allowed uses in the Agricultural Industrial zone may have a greater adverse impact on the air quality of the immediate area, or even Keizer as a whole, than those created by residential development. Staff finds the Comprehensive Plan Map change to Low Density Residential will not impact the quality of air, water, or land resources and so complies with this goal and with administrative rules that implement this goal.

Goal 7– Areas Subject to Natural Disasters and Hazards: The purpose of this goal is to protect life and property from hazards resulting from flooding, steep slopes or other natural occurrences. The city has floodplain regulations that govern the placement of structures within identified 100-year floodplains. The property is not

located within an identified 100-year floodplain so there are no issues associated with floodplain hazards for this property. There are no identified steep slopes on the subject property. There are no other identified natural hazard areas on the subject property. The proposed Comprehensive Plan Map change will neither impact this goal nor any administrative rules. Staff therefore finds this request complies with this goal.

Goal 8– Recreational Needs: This goal requires the city to identify and plan for the current and future recreation needs of the residents of the city. There are a number of parks, playgrounds, and other recreational opportunities within the city limits. This property is not identified as being needed to serve future park or recreation needs. Systems development charges will be assessed at the time of development of the property, which will contribute to the City's overall park and recreation facilities. This land use action will neither reduce nor will it alter or impact any other identified park or recreation sites. Staff therefore finds this request meets with this goal.

Goal 9 - Economic Development: The intent of this goal is to ensure the city plans for its overall economic vitality during the 20-year planning period. The proposed Comprehensive Plan Map change will change the property from Agricultural Industrial to Low Density Residential. This proposed change could theoretically reduce the economic development/job opportunities created by that portion of the property, however the Agricultural Industrial zone allows uses with relatively low employee per acre ratios. The applicant points out that short term gains created by construction related employment opportunities will be created, along with longer term work from home opportunities. The proposed change will be a source of economic benefit to the City in those ways. In consideration of the existing limited economic output of the current orchard, the potential economic benefit of retaining the AI zone and the potential economic benefit that could be created through temporary construction-related economic benefit and work from home opportunities, staff finds the proposal is not inconsistent with this goal.

Goal 10 - Housing: This goal requires the city to plan and provide for the housing needs of its residents. This change will affect approximately 22.31 acres of land that has historically been zoned for Agricultural Industrial use and contains an orchard. The result of the land use action will be the creation of 118 residential lots allowing for residential dwellings. As such the proposed Comprehensive Plan Map change will have a positive impact on the city's overall housing inventory. Staff therefore finds this request satisfies this goal.

The applicant's written statement asserts the possibility of future housing on the remaining 14.4 acre portion of the property as an additional housing related benefit

and criteria argument. However, staff wishes to clarify that no request has been made to change the designation of that portion of the land and it is not currently being considered. The 14.4 acre portion of the property identified for "future development" in the applicant's submitted materials is located within the existing dual interest area agreement governed by the Willow Lake Settlement Agreement and is currently not under consideration by staff. Therefore, that portion of the applicant's argument for compliance with Goal 10 is irrelevant to this application.

Goal 11- Public Facilities and Services: The intent of this goal is to develop a timely, orderly and efficient arrangement of public facilities and services necessary to serve the residents of Keizer. The city provides its residents with water, sanitary sewer, has an established street system, administrative, police and public safety services are also provided by the city. The proposed Comprehensive Plan Map change will allow for the development of the site with a 118-lot residential subdivision. Public Facilities and Services are available to serve the site, and the applicant will be required to provide frontage improvements along Windsor Island Road N, build new streets and extend water and sewer lines to serve the development. This will ensure the adequacy of public facilities. Transportation facilities are discussed below. Staff therefore finds this request complies with this goal.

Goal 12- Transportation: The city has an adopted Transportation System Plan (TSP) that describes the city's transportation systems. This system includes street, transit, bike, and pedestrian systems. Windsor Island Road N is classified as a collector street in the TSP. The applicant submitted a Transportation Impact Analysis (TIA) and Transportation Rule (TPR) analysis as a part of their application which indicate the proposed change will not have a detrimental impact to the transportation system. Staff therefore finds this request is consistent with this goal.

Goal 13- Energy Conservation: This goal seeks to maximize the conservation of energy. All new construction requires compliance for review to applicable energy conservation standards. This will be reviewed and regulated through the building permit review and approval process at the time of future development. Staff therefore finds this request meets with this goal.

Goal 14- Urbanization: The intent of this goal to provide for an orderly and efficient transition from rural to urban land use. The city has an adopted Comprehensive Plan and zone code that complies with this goal. The subject property is within the urban growth boundary and is also within the city limits of the City of Keizer. This change will not result in the need for an extension of urban services to a rural area. The existing orchard has historically been used for "rural" purposes. The proposed change will

transition the use of the land from rural to urbanized uses in an orderly and efficient way. Staff therefore finds this request satisfies this goal.

Goal 15 – Willamette River Greenway: This goal seeks to protect, conserve, and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands adjacent to the Willamette River. While the Willamette River is located along the western flanks of Keizer the proposed Comprehensive Plan map change will not impact the Willamette River. Because the property involved in this application is not located within the Willamette River Greenway the proposed Comprehensive Plan Map change will have no impact on the ability of the city to regulate uses along the river or the Willamette River overlay zone regulations and staff therefore finds this goal is not applicable to this application.

Goal 16 (Estuarine Resources), Goal 17 (Coastal Shorelands), Goal 18 (Beaches and Dunes), and Goal 19 Ocean Resources) govern areas along the ocean. Since Keizer is not located along the coast these goals are not applicable. Staff therefore finds this goal is not applicable to this application.

Based on the above findings, staff concludes the proposal complies with the applicable Statewide Land Use Goals and therefore satisfies this review criteria.

B. **3.109.04 B. Consistency with the applicable goals and policies in the Comprehensive Plan is demonstrated.**

FINDINGS: The Comprehensive Plan identifies orderly urban growth, provision of housing opportunities, efficient use of public facilities, and compatibility of land uses as primary community objectives. In addition, the Plan identifies the need to provide sufficient residential land and housing opportunities to accommodate future growth, and specifically encourages policies that promote stabilization, infill, and improvement of existing neighborhoods while ensuring adequate land is available to accommodate future growth and a variety of housing types.

The proposed amendment will facilitate development of approximately 118 residential lots within an area already surrounded by urban development and public facilities. The property is adjacent to existing residential neighborhoods to the north, east, and south and is located near schools, transportation facilities, parks, and other public services.

The Comprehensive Plan also has specific goals/policies and processes for land use approvals in the area designated as the Special Policy Area. The Comp Plan acknowledges this area exists to protect the ongoing operations of the Willow Lake Wastewater Treatment Facility. As such, the area is considered as a Dual Interest Area and is governed by the Dual Interest

Area Agreement and Willow Lake Settlement Agreement which was adopted by Resolution 2000-1204. The settlement agreement delineates the boundary of the area of concern, which if changes were proposed to that area - would require a "regional planning action" as outlined in the Comprehensive Plan. Therefore, as a recommended condition of approval and as shown on the applicant's submitted materials (specifically as clarified by sheet ZC-01), the Comprehensive Plan Amendment is limited to the land area currently shown as the Special Policy Area - Limited Use.

The goals and policies in the Plan in relation to this application request are as follows:

1. **Section III.C. SIGNIFICANT NATURAL AND CULTURAL FEATURES– Goal 2 (a) (1)** Preserve and maintain agricultural lands within the UGB until needed for urban development.

   FINDINGS: The purpose of this goal is to protect lands that are designated for agricultural uses. The Comprehensive Plan Map change involves a property that is within the boundaries of the city limits of Keizer and is located within one of 3 areas identified in the Comp Plan as agricultural. The purpose of this goal is to preserve agricultural land until it is needed for urban development. The proposed change will allow for the land to be developed for residential use to an urbanized standard. The City has an identified need for residential land and generally speaking, true agricultural lands are located outside of urban growth boundary areas. Therefore, staff finds the proposed Comprehensive Plan Map amendment will comply with this goal within the Comprehensive Plan, since there is a need residential land and this will allow for development to an urban form.

2. **Section III.A. SIGNIFICANT NATURAL AND CULTURAL FEATURES – Goal 2 (a) (**2)Conserve open space and protect natural, cultural and scenic resources.

   FINDINGS: The intent of this goal is to protect various natural resources such as wetlands, waterways, big game habitat, etc. The city has a number of policies aimed to protect these natural resources that are within the city. The subject property does not contain any identified historic areas or designated historic structures. The property does not contain any identified open space, scenic, or any natural resources such as riparian, wetlands, aggregate, etc. that preclude or constrain its use. The proposed Comprehensive Plan Map change will allow the property to be developed with a residential subdivision. The property is nearby to Keizer Rapids Park, as well as Spong's Landing Park (in Marion county), which are designated as open space. This change will not

affect any of the city's natural resources protection regulations or the lawful use of any properties that are within this overlay zone. Therefore, the map change will be consistent with this goal within the Comprehensive Plan.

3. **Section III.A. SIGNIFICANT NATURAL AND CULTURAL FEATURES – Goal 2 (a) (**3)Maintain and improve the quality of air, water and land resources.

FINDINGS: The intent of this goal is to protect the city's air, water and land resource qualities. The city provides its residents with city water from groundwater sources. The proposed development will be required to connect to the municipal water system and no new wells will be drilled. The new construction will be required to be connected to the established sanitary sewer system thereby reducing the likelihood of groundwater contamination. In addition, there will be required storm water improvements to address runoff from the development that will prevent water resource contamination from point source discharge. The Comprehensive Plan Map change will result in the construction of a residential subdivision and not in any manufacturing uses on that portion of the site, so it will not result in the production of any odors and will have no adverse impact on the air quality of either the immediate area, or that of Keizer as a whole. Whereas, without the proposed change, the SPA designation with AI zoning could allow for a greater intensity development that may result in adverse impacts. Therefore, staff finds the proposed Comprehensive Plan Map change will not impact the quality of air, water, or land resources and so complies with this goal.

4. **Section III.A. SIGNIFICANT NATURAL AND CULTURAL FEATURES – Goal 2 (a) (**4) Protect life and property from natural disasters and hazards.

FINDINGS: The purpose of this goal is to protect life and property from hazards resulting from flooding, steep slopes or other natural occurrences. The city has floodplain regulations that govern the placement of structures within identified 100-year floodplains. According to FIRM map # 41047C0193G, dated January 19, 2000 the property is not located within an identified 100-year floodplain and so there are no issues associated with floodplain hazards. There are no identified steep slopes on the subject property so there will be no hazards resulting from steep slopes. There are no other identified natural hazard areas on the subject property. The proposed Comprehensive Plan Map change will be consistent with this goal within the Comprehensive Plan. Staff therefore finds this request meets with this goal.

5. **Section III.A. SIGNIFICANT NATURAL AND CULTURAL FEATURES – Goal 2 (a) (5)** Encourage energy conservation.

FINDINGS: This goal seeks to maximize the conservation of energy. All new construction requires compliance for review to applicable energy conservation standards. This will be addressed through the building permit and review process. Staff therefore finds this request meets with this goal.

6. **Section III.A. SIGNIFICANT NATURAL AND CULTURAL FEATURES – Goal 2 (a) (6)** Protect, conserve, enhance and maintain the natural, scenic, historical, economic and recreational qualities of lands along the Willamette River.

FINDINGS: This goal seeks to protect, conserve, and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands adjacent to the Willamette River. While the Willamette River is located along the western flanks of Keizer the proposed Comprehensive Plan map change will not impact the Willamette River. Because the property involved in this application is not located within the Willamette River Greenway the proposed Comprehensive Plan Map change will have no impact on the ability of the city to regulate uses along the river or the Willamette River overlay zone regulation. Staff therefore finds this request complies with this goal.

7. **Section III.A. SIGNIFICANT NATURAL AND CULTURAL FEATURES - Goal 2 (b) (1)** - Encourage agricultural lands within the UGB to continue in agricultural use until such lands are planned for public facilities and other development per the public facilities and urban growth management elements of this plan and with the applicable zone district requirements. The city's one parcel that is designated EFU should be evaluated to determine whether this zone designation is still appropriate or whether it should be re-designated to a more appropriate residential land designation.

FINDINGS: The purpose of this goal is to protect lands that are designated for agricultural uses until needed for urban development. The Comprehensive Plan identifies a lack of housing in the City of Keizer, including in areas that are fully served by City services. The map amendment involves a property that is identified as being located in one of three areas in Keizer that have an agricultural designation. However, it is or will be served by all necessary public utilities, fire protection, and transportation facilities to support the urbanization of the land. The amendment will allow for needed housing, in the proposed subdivision. Therefore, the amendment is consistent with this goal.

8. **Section III.A. SIGNIFICANT NATURAL AND CULTURAL FEATURES - Goal 2 (f) –** Encourage renewal and conservation of existing urban neighborhoods and buildings, and create a multi-centered land use pattern to decrease travel needs. In-filling of passed over vacant land should be encouraged. Emphasis on close locational relationships among developments for living, working, shopping and recreation should be encouraged through planned mixed-use zones.

FINDINGS: The planned map amendment will allow for the provision of needed housing (including those home sites included in this application) on property held specifically for that purpose. The Parent Tract is directly adjacent to other properties that are designated for and developed with residential uses. Further, it is near the River Road commercial corridor, a number of schools, Keizer Rapids Park, and Spong's Landing. In that regard, the Parent Tract is well situated to provide needed housing to the surrounding area. Therefore, the planned map amendment is consistent with this goal

9. **Section III.B. URBAN GROWTH AND GROWTH MANAGEMENT – Urban Growth Policies (b) (1)** Contain urban development within planned urban areas where basic services such as sewers, water facilities, police and fire protection can be efficiently and economically provided

FINDINGS: This map change will allow the proposed development to be located in an area that is already served by major public facilities, including water, sanitary sewer, storm drainage, and streets, and transit. The applicant will be required to connect to services and will be required to provide street frontage improvements along Windsor Island Rd as a condition of approval. Staff therefore finds this request meets this goal.

10. **Section III.B. URBAN GROWTH AND GROWTH MANAGEMENT – Urban Growth Policies (b) (2)** Conserve resources by encouraging orderly development of land by adopting efficiency measures that will further allow for the efficient use of urban land.

FINDINGS: The City has adopted housing density minimums, housing variety allowances, and lot development standards for residential zones within LDR designated land. The proposed subdivision will be reviewed by standards of the Code to ensure an efficient use of the land. The property is also near transit service on Windsor Island Road N and is served by existing City services. Therefore, the planned map amendment will allow for the efficient use of the property proposed to have a Comprehensive Plan Map designation of LDR. Therefore, the proposal

is consistent with this policy.

11. Section III.B. URBAN GROWTH AND GROWTH MANAGEMENT – Urban Growth Policies (b) (3) Preserve farmland and open space not needed for urban growth.

FINDINGS: The planned map amendment will allow land that is currently within the city limits to provide needed housing. The property will help the City meet its projected residential land needs inside the urban area, thereby avoiding the need to place needed residential units on land that is located outside the city limits of Keizer. Though the property has historically been used for agricultural purposes, it is not considered as protected farmland by the state definition. It is anticipated that lands within an Urban Growth Boundary will eventually develop and urbanize. Since there is a need for housing and urban growth, staff finds that the map amendment is appropriate and consistent with this policy.

12. Section III.B. URBAN GROWTH AND GROWTH MANAGEMENT – Urban Growth Policies (b) (9) Maintain an adequate land supply to meet the needs of the city - *(o)Promote effective urbanization of underutilized lands within the existing UGB.*

FINDINGS: The Comprehensive Plan identifies a need for additional residential land. The planned map amendment will employ surplus land (industrial/agricultural) to satisfy needed residential land, and this is consistent with this policy. In addition, the land is currently underutilized and due to the proximity to other residential development and exclusion from the dual interest area, staff finds that changing the designation for the approximately 22 acres of land to allow for a residential subdivision is consistent with this policy.

C. **Section III.B. URBAN GROWTH AND GROWTH MANAGEMENT**

Goal (2)(c) Encourage development in areas already served by major public facilities before

FINDINGS: The property is located within the UGB, and served by necessary public utilities, fire protection services, and transportation facilities. The planned map amendment will allow housing opportunities in an area that is already served by major public facilities, including water, sanitary sewer, storm drainage, and streets and transit. The Applicant plans to connect the subdivision to public services, including the public street network. Therefore, the planned map amendment is consistent with this goal.

D. **Section III.C. LAND-USE AND ECONOMIC DEVELOPMENT - RESIDENTIAL DEVELOPMENT GOALS, OBJECTIVES AND POLICIES:**

a) Residential Development Goal 1: Provide residential land to meet a range of needed housing types:

FINDINGS: Lands located to the northeast, east, and south of the property are designated Low Density Residential, Medium Density Residential, and Medium High Density Residential. The Project Location is planned to be improved with a residential subdivision, which will provide for an identified needed housing type. The property is currently underutilized and designated Special Policy Area. The applicant seeks to designate the property Low Density Residential to allow for the provision of needed single-family/ownership housing, including a residential subdivision on the Project Location. Therefore, the planned map amendment is consistent with this goal to provide additional residential land to meet needed housing types.

b) Residential Development Goal 2: Encourage the location of residential development where full urban services, public facilities, and routes of public transportation are available.

FINDINGS: The site is located within the city limits and can be fully served by all urban services. City water and sanitary sewer are available and as a condition of approval, the development will be required to serve the development with appropriate urban services. Street frontage improvements will be required along Windsor Island Rd as a condition of approval. Transit service is available nearby on Windsor Island Rd at Lockhaven. The Public works department is recommended the extension of a pedestrian connection to serve the new development and allow for residents to access public transportation. Therefore, with conditions, the proposal complies with this goal.

c) ***Residential Development Objective 2.1 Coordinate new residential development with the provision of an adequate level of services and facilities, such as sewers, water, transportation facilities, schools and parks.***

FINDINGS: The site is located within the city limits that can be fully served by all urban services. Street frontage improvements will be required along Windsor Island Road along the frontage of the parcel. Transit service is

available nearby on Windsor Island Rd. Keizer Rapids Park is a large regional park in the nearby area, and Spong's Landing is another regional park located in Marion County nearby. Educational services are provided by the Salem-Keizer School District and also be Chemeketa Community College. As part of their review the school district commented that they had reviewed the application and commented that sufficient school capacity exists in the elementary, middle, and high schools and that the subdivision is within the walk zone for both Keizer Elementary School and McNary High School. A bicycle and pedestrian connection is proposed from the subdivision to Keizer Elementary School, but there is a gap in the sidewalk facilities along Windsor Island Road from the Subdivision to existing pedestrian facilities. Public Works has recommended as a condition of approval the extension of the sidewalk on Windsor Island Road to allow for pedestrian connectivity. Therefore, as conditioned, the proposal complies with this objective.

d) Residential Development Goal 3: Stabilize and protect the essential characteristics of residential environments, including natural features.

FINDINGS: The proposed comprehensive plan change will result in the property (approximately 22 acres) being designated for residential use and subdivided into 118 lots. The development of the site will be required to comply with the standards within the RS zone district with regard to density, building setbacks, landscaping, building design, street improvements, and utility provisions, to ensure that it minimizes any impacts on the characteristics of the surrounding area. The portion of the property to the west (approximate 14 acres) will retain the SPA designation and AI zoning. Any future development outside of the proposed subdivision area will be regulated according the standards of the Keizer Code and will be subject to future land use approvals. Therefore, staff finds this request complies with this goal.

e) ***Residential Development Objective 3.1: Ensure compatibility among all types of new and existing residential uses, and between residential and non-residential uses.***

FINDINGS: The focus of this objective is to ensure compatibility between uses. In this case the property is adjacent to single family subdivisions, an elementary school, and a manufactured home park. The proposed change will locate Low Density Residential land directly adjacent to other Low, Medium, and Medium-High Density Residential Land as well as being adjacent to Elementary School designated land. The proposed subdivision request is reviewed later in this report. At the time of development of the subdivision, the

development will be required to comply with the standards within the RS zone district with regard to density, building setback, landscaping, etc., to ensure that it minimizes any impacts on the surrounding area. For these reasons, staff finds the proposal complies with this objective.

f) Residential Development Policy 3.1 (1) Protect existing and proposed residential areas from conflicting non-residential land uses while providing for compatible mixed-use development (residential and non-residential).

FINDINGS: Since only residential development is sought, this will correct an issue that currently exists due to the fact the existing Agricultural Industrial designation could result in incompatible development with the neighborhood on Windsor Island Rd. No mixed-use development is proposed, and is not permitted. Therefore, staff finds this proposal complies with this policy.

g) Residential Development Goal 4: Provide and allow for appropriate levels of residential development consistent with comprehensive plan designations.

FINDINGS: The proposed comprehensive plan map change to Low Density Residential will allow for the subdivision proposal to move forward. The subdivision proposes 118 lots on approximately 22 acres of land. This is equal to a density of approximately 5.4 units per acre, where the LDR designation allows for up to 8 units per acre. Therefore, the development proposal will be consistent with the proposed underlying designation of LDR. Therefore, staff finds this request complies with this goal.

h) Plan Diagram and Special Land Use Policy 1: Provide appropriately designated vacant buildable land in adequate quantities to meet the forecast needs of Keizer to 2033.

FINDINGS: Consistent with the comprehensive plan the city has identified that a deficit exists to meet projected housing needs, including those needed for future low-density needs. The proposed rezoning is located adjacent to existing residential development and near transit service. Sanitary sewer and water are able to serve the property and there is capacity in the systems to allow the connection of the site to these facilities. City services such as police and administration will be provided. Keizer Rapids park is nearby and provides many recreational opportunities to the general public and is available to future residents of this proposed development. The proposed comprehensive plan

map change to Low Density Residential will conform with the density provisions of this policy.

C. **Section 3.109.04 C. The Plan does not provide adequate areas in appropriate locations for uses allowed in the proposed land use designation and the addition of this property to the inventory of lands so designated is consistent with projected needs for such lands in the Comprehensive Plan.**

FINDINGS: The Comprehensive Plan and Housing Needs Analysis identify a need for additional residential land within the City. The Comprehensive Plan identifies a need for approximately 267.6 acres of additional residential land to meet projected residential growth demands.

The subject property contains approximately 22.31 acres and is one of the larger undeveloped properties remaining within the City that is capable of supporting residential development. The property is adjacent to established residential neighborhoods, public infrastructure, transportation facilities, and schools and is therefore appropriately situated to accommodate future residential growth.

The proposed amendment would facilitate development of approximately 118 residential lots and contribute toward addressing the City's documented housing need. Staff finds the addition of this property to the City's inventory of Low-Density Residential land is consistent with projected residential land needs and represents an appropriate location for future residential development.

Therefore, this criterion is satisfied.

D. **3.109.03 D. The Plan provides more than the projected need for lands in the existing land use designation.**

FINDINGS: The intent of this criteria is that changes proposed do not exacerbate existing deficiencies in existing land supplies. The City of Keizer’s land use inventory is found in the city’s Comprehensive Plan. That information indicates there is a need for additional Residential land, which this proposed change will provide. The Comprehensive Plan currently identifies the property as Special Policy Area. The SPA designation intends to protect operations of the Willow Lake Wastewater Treatment Plant and is due to historical concerns regarding odor and noise impacts associated with operation of the Plant on residential uses.

The Willow Lake Treatment Plant Dual Interest Area Agreement as defined in the Willow Lake Settlement Agreement (amended in 2001) clearly shows the property

proposed for development is no longer within the area restricted from development by the DIAA. Therefore, the SPA can be reduced in size (as is proposed) since it exceeds the required need outlined in the Comprehensive Plan through the provisions of the Dual Interest Area Agreement. (which is why the portion of property currently carries a "limited use" designation)

The applicant proposes to retain the Odor/Noise Impact Overlay Zone as part of the rezone (which is addressed separately) and staff recommends that as a condition of approval the re-designation from SPA to Low Density Residential (LDR) will also be designated "overlay". This is consistent with past practices and the other nearby properties that were rezoned/subdivided and developed with residential uses after the Willow Lake Settlement Agreement was modified in 2001 – shrinking the original boundary lines. (i.e.: McNary Estates Phase 20, Windsor Woods, Pierce Sub, Bowden Meadows all are designated LDR-overlay). The applicant has agreed to requiring a "waiver/easement" to be recorded against the properties to assure protections to the treatment plant operations.

The City has a greater documented need for residential land than for additional land within the existing designation. While the proposal would remove approximately 22.31 acres from the Special Policy Area designation, the protections associated with the Odor/Noise Impact Overlay Zone would remain in effect and continue to address potential compatibility concerns. Staff finds the existing designation is no longer necessary to the extent originally contemplated due to the current language of the DIAA and that re-designation of the property better serves the City's identified housing needs while maintaining appropriate protections for nearby wastewater treatment operations. Therefore, this criterion is satisfied.

E. **Section 3.109.03 E. The proposed land use designation will not allow zones or uses that will destabilize the land use pattern in the vicinity.**

FINDINGS: The proposed land use designation will not allow zones or uses that will destabilize the land use pattern in the vicinity of the proposed map change. The subject property is surrounded primarily by residential development. Existing residential neighborhoods are located north, east, and south of the property. An elementary school is located east of the site and additional residential development exists throughout the surrounding area.

The proposed Low-Density Residential designation would allow implementation through residential zoning districts intended to accommodate detached single-family dwellings and middle housing types. Such uses are compatible with the existing

residential character of the area. The proposal represents a logical extension of existing residential development and supports the Comprehensive Plan's objective of encouraging orderly urban growth and neighborhood compatibility. Residential development under the proposed designation would reinforce the existing development pattern rather than introduce incompatible or disruptive uses.

Staff finds the proposal will not destabilize the existing land use pattern in the vicinity. Therefore, this criterion is satisfied

F. **Section 3.109.03 F. Uses allowed in the proposed designation will not significantly adversely affect existing or planned uses on adjacent lands.**

FINDINGS: The proposed LDR designation allows residential uses similar in character and intensity to surrounding residential neighborhoods. Future development will be required to comply with all applicable provisions of the Keizer Development Code relating to setbacks, landscaping, transportation improvements, stormwater management, and public facilities, and is addressed through the subdivision review and approval criteria.

The property will remain subject to the Odor/Noise Impact Overlay Zone, which was established specifically to address potential impacts associated with operation of the treatment plant. Future residential development will be required to comply with applicable requirements for recording a “waiver/easement” to provide notice to future owners.

The property is not identified as containing significant natural resources, Willamette Greenway resources, or other protected resources that would be adversely affected by the proposed amendment. Any future development will remain subject to applicable local, state, and federal environmental regulations.

Staff finds the uses permitted under the proposed designation will not significantly adversely affect existing or planned uses on adjacent lands. Therefore, this criterion is satisfied.

G. **3.109.03 G. Public facilities and services necessary to support uses allowed in the proposed designation are available or are likely to be available in the near future.**

FINDINGS: Public facilities and services are available to serve the proposed development. Water and sanitary sewer facilities are available adjacent to the property within Windsor Island Road N and will be extended to serve future development.

Transportation facilities currently serve the area and will be improved as necessary through the subdivision and public improvement review processes.

Police protection, fire protection, parks, schools, stormwater facilities, and other public services are available to serve the property. Future development will be required to comply with KDC Chapter 2.3 public facility requirements, including streets, utilities, and stormwater management improvements, which will be regulated through the subdivision process.

Staff finds that adequate public facilities and services are available or can be provided concurrent with development of the property. Therefore, this criterion is satisfied

Based on the above findings and recommended conditions, staff concludes the proposal complies with decision criteria for the proposed change in Comprehensive Plan designation from Special Policy Area (limited use) to Low Density Residential (Overlay) for the property located at 5710 Windsor Island Road which is approximately 22 acres in area.

FACTS: ZONE CHANGE AND RELATED FINDINGS

8. The Review Criteria for a Zone Change is listed in Section 3.110 of the Keizer Development Code (KDC).

(1) Section 3.110.04.A - The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.

FINDINGS: Concurrent with this application, the applicant requests approval of a Comprehensive Plan Map Amendment re-designating the property from Special Policy Area Limited Use to Low Density Residential (LDR). Pursuant to KDC Section 1.103.02, the RS (Single Family Residential) zoning district is identified as an implementing zone for the Low Density Residential Comprehensive Plan designation. The Comprehensive Plan identifies a need for additional residential land and housing opportunities within the City. The proposed RS zoning district supports these objectives by providing opportunities for detached single-family dwellings and middle housing.

The proposal also retains the Odor/Noise Impact Overlay Zone (OIO). The Comprehensive Plan specifically identifies the area surrounding the Willow Lake Wastewater Treatment Facility as a Special Policy Area and recognizes the OIO Overlay as a tool used to address potential odor and noise impacts associated with the facility. Retention of the OIO Overlay

ensures continued implementation of those Comprehensive Plan policies, and is consistent with past practice for land use approvals for nearby residential subdivisions, which was previously referenced in this report.

Because the RS zoning district is an implementing zone for the proposed LDR designation and because the OIO Overlay remains in place to address compatibility concerns identified by the Comprehensive Plan, staff finds the proposed zoning designation is appropriate and consistent with the Comprehensive Plan. Therefore, this criterion is satisfied.

(2) Section 3.110.04.B - The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.

FINDINGS: KDC Section 2.102 establishes the RS zoning district as a residential district intended to accommodate detached single-family dwellings and middle housing on lots served by urban services. The subject property contains approximately 22.31 acres and is generally flat in topography. The applicant submitted a preliminary subdivision plat demonstrating the ability to accommodate approximately 118 residential lots together with public streets, utility infrastructure, stormwater facilities, open space areas, and associated public improvements.

The property is located within the Urban Growth Boundary and City limits and is capable of receiving municipal water and sanitary sewer service. The preliminary plat demonstrates that residential development can occur while maintaining compliance with applicable lot dimensions, street standards, utility requirements, and stormwater management requirements. As a recommended condition of approval and as will be addressed through the subdivision review and approval criteria, all lots must comply with applicable standards and zoning for individual lots within the subdivision must be consistent with this proposal.

As was previously addressed, the Comprehensive Plan Map and Willow Lake Settlement agreement establish a boundary for the Special Policy Area which is shown on the applicant's submitted materials. The City of Salem also submitted extensive comments regarding this particular issue. In order to assure, that residential uses are not located within any part of the Special Policy Area, staff is recommending as a condition of approval that the Comprehensive Plan Designations, Zoning Designations, and lot configurations be modified so that there are no split zones being created. It appears this would require modifications to Tract C, Tract A, Lot 1, and Lot 2. These modifications must be made and incorporated into the subdivision plat and will require concurrence of the City of Salem as well.

The applicant has not identified any physical constraints that would prevent development of the property under the RS zoning district. The site is not constrained by steep slopes, significant topographic features, or other conditions that would prevent implementation of the proposed subdivision.

Because the preliminary plat demonstrates the ability to accommodate residential lots and associated infrastructure while maintaining compliance with applicable development standards, staff finds the uses permitted within the RS zoning district can be accommodated on the site without exceeding its physical capacity. The recommended conditions of approval will assure that the zoning designation and development of the property be consistent with the requirements of the Comprehensive Plan, Zone Code, and Dual Interest Area Agreement. Therefore, this criterion is satisfied

(3) Section 3.110.04.C -Allowed uses in the proposed zone can be established in compliance with the development requirements in this Ordinance.

FINDINGS: Future development of the property will be required to comply with all applicable provisions of the Keizer Development Code. The preliminary subdivision plat demonstrates compliance with KDC Chapter 2.3 Public Facilities by providing a public street system, utility extensions, and stormwater management facilities necessary to serve the development. The proposed lots are capable of complying with the dimensional standards of the RS zoning district, including lot area, frontage, setbacks, building placement, and density requirements. Conditions will be placed on the subdivision approval assuring these requirements are met.

The applicant has not requested any variances from applicable zoning standards and the preliminary plat demonstrates that developable lots can be created in compliance with City standards. As was previously addressed, there are some minor modifications that will be needed for the proposed subdivision to assure no residential development takes place within the Special Policy Area.

Because the proposed lots are capable of meeting all applicable zoning and development standards, staff finds uses permitted within the RS zoning district can be established in compliance with the requirements of the Keizer Development Code. Therefore, this criterion is satisfied.

(4) Section 3.110.04.D -Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.

FINDINGS: Statewide Planning Goal 11 requires urban development to be supported by adequate public facilities and services. Statewide Planning Goal 12 requires transportation facilities capable of serving proposed development. Municipal water and sanitary sewer facilities are located adjacent to the property within Windsor Island Road N and can be extended throughout the subdivision. Utility plans submitted with the application demonstrate the ability to provide service to all proposed lots.

The preliminary plat includes a public street system connecting to the existing transportation network. Transportation improvements required to serve the development will be reviewed through the engineering review process and constructed concurrent with development. It should be noted that the Public Works department has submitted comments containing conditions and requirements which are being incorporated into this report to assure all public facilities needs are or will be met with this proposal. Of particular note is a recommended condition to require the extension of the sidewalk along the west side of Windsor Island Road to the north, in order to connect to the new subdivision and allow for residents and students to access transit services on Lockhaven and access the existing sidewalk system serving the area.

Police protection, fire protection, schools, parks, and other public services are currently available within the area and can serve future residents. The Salem Keizer School district submitted comments indicating there is adequate capacity for the projected number of new students that may dwell in the new subdivision.

Because adequate public facilities and transportation infrastructure are available or can be provided concurrent with development, staff finds this criterion is satisfied.

(5) Section 3.110.04.E -For residential zone changes, the criteria listed in the purpose statement for the proposed zone shall be met.

FINDINGS: The purpose of the RS zoning district is to provide for detached single-family dwellings and middle housing on individual lots served by urban facilities and services at low urban densities. The subject property is located within the Urban Growth Boundary and City limits and is capable of being served by municipal water, sanitary sewer, transportation facilities, and other urban services. The property is adjacent to existing residential development. The proposed subdivision demonstrates the ability to develop residential lots consistent with the purpose and intent of the RS zoning district. The proposal supports the Comprehensive Plan's housing goals and the City's identified need for additional residential land. Staff finds the proposal satisfies the purpose statement of the RS zoning district. Therefore, this criterion is satisfied

(6) The following additional criteria shall be addressed:

a. ***Section 3.110.04.F.1 -The supply of vacant land in the proposed zone is inadequate to accommodate the projected rate of development of uses allowed in the zone during the next five years, or the location of the appropriately zoned land is not locationally or physically suited to the particular uses proposed for the subject property, or lack site specific amenities required by the proposed site.***

FINDINGS: The Comprehensive Plan and Housing Needs Analysis identifies a need for approximately 267.6 acres of additional residential land to accommodate the City's housing needs. The subject property is particularly suitable for residential development because it is adjacent to established residential neighborhoods, schools, transportation facilities, and existing public infrastructure. Water and sewer facilities are available adjacent to the site and can be extended efficiently. The proposed zone change would increase the City's inventory of residentially zoned land and assist in addressing documented housing needs identified in the Comprehensive Plan. Because the City has identified a need for additional residential land and because the subject property is particularly suited for residential development, staff finds this criterion is satisfied.

b. ***Section 3.110.04.F.2 -The supply of vacant land in the existing zone is adequate, assuming the zone change is granted, to accommodate the projected rate of development of uses allowed in the zone during the next 5 years.***

FINDINGS: The property is currently zoned Agricultural Industrial. Rezoning approximately 22.31 acres will not create a shortage of employment land within the City. The Comprehensive Plan identifies the need for institutional land in order to provide for specific target industries and employment opportunities – which are not uses allowed in the AI zone. The AI zone was specifically established for compatibility with the operations of the Wastewater Treatment Plant, and with the modification to the Special Policy Area as outlined in the Willow Lake Settlement Agreement, there is a "locational" excess of AI zoned property.

The property is surrounded primarily by residential development and is physically separated from larger concentrations of industrial and employment uses. Other lands designated and zoned for industrial and employment purposes remain available within the City. Because adequate land remains available to accommodate future industrial and employment development, staff finds this criterion is satisfied

c. ***Section 3.110.04.F.3 -The proposed zone, if it allows uses more intensive than other zones appropriate for the land use designation, will not allow uses that would destabilize the land use pattern of the area or significantly adversely affect adjacent properties.***

FINDINGS: The surrounding area is developed primarily with residential neighborhoods and an elementary school. The proposed RS zoning district permits residential uses that are compatible with the established development pattern.

The existing Agricultural Industrial zoning district permits a wider range of agricultural and industrial uses that may be less compatible with surrounding residential development. In contrast, the proposed RS zoning district would establish residential uses similar in character and intensity to surrounding neighborhoods to the north, east and south of the subject property.

The applicant proposes to retain the Odor/Noise Impact Overlay Zone, thereby preserving compatibility measures associated with operation of the Willow Lake Wastewater Treatment Facility.

Because the proposed zoning designation reinforces the established residential character of the area, maintains OIO protections, and is compatible with surrounding development, staff finds the proposal will not destabilize the existing land use pattern or significantly adversely affect adjacent properties. Therefore, this criterion is satisfied.

Based on the above findings, staff concludes the proposal complies with decision criteria for the proposed change in Zoning designation from Agricultural Industrial to Residential Single Family – Odor/Noise Impact Overlay for the subject property located at 5710 Windsor Island Rd N.

FACTS: SUBDIVISION AND RELATED FINDINGS

9. Section 3.108.06 sets forth the criteria for a subdivision and provides that a subdivision may be approved provided that the applicant provides evidence of the following:

A. SECTION 3.108.06.A – THE PROPOSAL SHALL COMPLY WITH THE APPLICABLE DEVELOPMENT STANDARDS IN SECTION 2.405 AND SECTION 2.3 AS APPROPRIATE, INCLUDING PROVISIONS FOR STREETS AND UTILITIES.

Section 2.405 KDC contains development standards for manufactured home parks and is therefore not applicable in this situation. Section 2.3 contains the standards which guide all development approvals within the City of Keizer. Listed below are the applicable development standards contained in Section 2.3 that are pertinent to this subdivision review.

1. ***SECTION 2.301.03 - PUBLIC FACILITY IMPROVEMENT REQUIREMENTS***

FINDINGS: The purpose of this section is to ensure that new development provides the public facilities necessary to serve the proposed subdivision in a manner that protects public health, safety, and welfare while minimizing impacts on surrounding properties.

The preliminary plat proposes a 118-lot residential subdivision consisting of 110 single-family detached residential lots and eight townhouse lots. The subdivision includes the construction of public streets, sidewalks, water and sanitary sewer facilities, storm drainage facilities, street lighting, street trees, fire hydrants, and other public infrastructure necessary to serve the development.

The proposal includes frontage improvements along Windsor Island Road N, extension of the public water system, construction of new sanitary sewer and stormwater infrastructure, and two public stormwater infiltration facilities designed to accommodate runoff from the proposed development. Public Works determined that adequate public facilities can be provided through compliance with the recommended Conditions of Approval and review of final engineering plans.

Final public improvement plans will be reviewed through the City's construction permitting process to ensure compliance with the Keizer Development Code and Keizer Design Standards.

Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

2. ***SECTION 2.302.03 - STREET STANDARDS – GENERAL PROVISIONS***

a. ***Section 2.302.03.A - General Requirement. The location, width, and grade of streets shall be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety, and the proposed use of the land to be served by the streets.***

FINDINGS: This criterion is intended to ensure that streets are designed with appropriate location, width, and grade while considering existing and planned transportation facilities, site topography, public convenience, public safety, and the intended use of the property.

The preliminary plat proposes an internal public street network that will provide access to a 118-lot residential subdivision consisting of 110 single-family detached residential lots and eight townhouse lots. The proposed street system connects to Windsor Island Road N and has been designed to provide safe and efficient circulation for residents, emergency responders, pedestrians, and public utilities. Because the site is generally level, the proposed street layout can be developed consistent with City standards while minimizing grading impacts.

Public Works reviewed the preliminary street layout and determined that the proposal can comply with applicable City standards through implementation of the recommended Conditions of Approval, including frontage improvements, utility extensions, grading, drainage, and final engineering review.

Subject to the recommended Conditions of Approval, staff finds this criterion is satisfied.

b. ***Section 2.302.03.B - Continuation of Street. Development proposals shall provide for the continuation of, and connection to, existing streets where necessary to promote appropriate traffic circulation in the vicinity of the development. Where necessary to give access or permit a satisfactory future division of land, streets and utilities shall be extended to property boundaries to allow the future extension of streets and infrastructure. A temporary turnaround shall be constructed for stub streets in excess of 150 feet in length. Exemptions from these street extensions can be found in Section 2.302.03.B.1 – 5.***

FINDINGS: This criterion is intended to promote an interconnected street system by requiring new subdivisions to provide opportunities for future street and utility extensions where appropriate.

The preliminary plat proposes an internal public street network serving the subdivision and includes a public street stub extending to the western property boundary, providing an opportunity for future street and utility connections to the adjoining remainder parcel created through the approved Property Line Adjustment. The preliminary plat also identifies a secondary emergency vehicle access connecting to Windsor Island Road N through the adjoining property. Although a future street layout has not been established for the adjoining parcel, the proposed street stub

provides a logical opportunity for future connectivity should that property develop. Public Works reviewed the proposed circulation pattern and concluded that the preliminary plat provides appropriate opportunities for future street connectivity. Staff finds this criterion is satisfied.

c. ***Section 2.302.03.C - Alignment. All streets other than minor streets or cul-de-sacs, as far as practical, shall be in alignment with existing streets by continuation of the existing centerlines. The staggering of street alignments resulting in "T" intersections shall, wherever practical, leave a minimum distance of 200 feet between the center lines of streets having approximately the same direction and otherwise shall not be less than 100 feet.***

FINDINGS: This criterion is intended to ensure that new streets align with existing transportation facilities whenever practical to promote safe and efficient traffic circulation. The preliminary plat has been designed with street alignments and intersections that are consistent with accepted engineering practices and City standards. Public Works reviewed the proposed street layout and determined that the street alignments are appropriate. Final intersection geometry, roadway design, and construction details will be reviewed during the public improvement permitting process to ensure compliance with applicable City standards. Staff finds this criterion is satisfied.

d. ***Section 2.302.03.D – Future extension of streets. When it appears possible to continue a street, bicycle path and/or pedestrian accessway into a future subdivision, adjacent acreage or area attractors such as schools and shopping centers, streets, bicycle paths and/or pedestrian accessway facilities shall be platted and built to a boundary of the subdivision. The street may be platted without a turnaround unless the Public Works Department finds a turnaround is necessary for reasons of traffic safety. Any street extension exceeding 150 feet in length shall be provided with an approved turnaround as set forth in Section 902.2.2.4 "Dead Ends" of the Uniform Fire Code, 1994 edition.***

FINDINGS: This criterion is intended to ensure that the design of a subdivision does not preclude future development opportunities by providing for future street, bicycle, pedestrian, and utility connections where appropriate.

The preliminary plat includes a public street stub extending to the western property boundary to provide future access to the adjoining remainder parcel. Public Works concluded that the proposed layout provides a logical opportunity for future street connectivity while maintaining efficient circulation within the subdivision. The proposed street system is consistent with the City's Transportation System Plan and does not create isolated or inaccessible parcels.

A 20' wide public pedestrian/bicycle easement is proposed on the west boundary of the subdivision, shown to be located on the north side of lot 36, which will provide a pedestrian and vehicular connection to Keizer Elementary school which is an area attractor. The final design of the facility shall be approved by the City of Keizer. The applicant may wish to dedicate the area for the connection as right of way, and if that approach is taken, then the design and construction shall be included in the public improvement review and approval process. Staff finds this criterion can be satisfied.

e. ***Section 2.302.03.E - Intersection angles. Streets shall be laid out to intersect at angles as near to right angles as practical, except where topography requires lesser angles. Intersections of less than 60 degrees shall require special intersection designs. Streets shall have at least 50 feet of tangent adjacent to intersections unless topography requires lesser distances. Intersections that are not at right angles shall have minimum corner radii of 15 feet. Major arterial intersections shall have curb radii of not less than 35 feet. Other street intersections shall have curb radii of not less than 20 feet.***

FINDINGS: This criterion is intended to ensure that street intersections are designed to maximize visibility and provide safe vehicle movements. The preliminary plat depicts street intersections that generally meet City design standards for alignment and geometry. Public Works reviewed the proposed intersection layout and found it acceptable. Final intersection geometry, curb radii, grades, and sight distance will be verified during review of the public improvement plans. Staff finds this criterion is satisfied.

f. ***Section 2.302.03.F - Existing Streets. Whenever existing public streets adjacent to or within a tract are of a width less than the street design standards, additional right-of-way shall be provided at the time of subdivision, partitioning, or development.***

FINDINGS: This criterion is intended to ensure that existing public streets adjoining new development are improved to current City standards. The subject property fronts Windsor Island Road N, which is classified as a Collector street in the City's Transportation System Plan. Public Works determined that additional right-of-way shall be dedicated along the project frontage to provide 34 feet of right-of-way measured from the roadway centerline. The applicant will also be required to construct frontage improvements consistent with Collector street standards, including pavement widening, curb, gutter, planter strip, sidewalk, street trees, street lighting, utility improvements, and extension of the public sidewalk along the opposite side of Windsor Island Road N. Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

g. ***Section 2.302.03.G - Half-streets may be approved where essential to the reasonable development of an area and when the City finds it to be practical to require the dedication of the other half when the adjoining property is developed. When a ¾ width street can reasonably be developed, as determined the Department of Public Works, a half street will be constructed with an additional 10 feet of pavement on the opposite side of the street from full improvement.***

FINDINGS: This provision allows the City to require the construction of a half street when necessary to facilitate the orderly development of adjacent properties. No half street improvements are proposed or required. Staff finds this criterion is not applicable.

h. ***Section 2.302.03.H - Cul-de-sacs. The maximum length shall be 800 feet.***

FINDINGS: This provision establishes a maximum length for cul-de-sac streets to ensure adequate circulation and emergency access. The preliminary plat proposes one cul-de-sac street (Frogley) which is well under 800 feet in length. Therefore, this criterion is satisfied.

i. ***Section 2.302.03.I - Street names and numbers shall conform to the established standards and procedures in the City.***

FINDINGS: The intent of this provision is to ensure that street names and addressing conform to established City standards and avoid duplicate or confusing street names. The preliminary plat includes proposed street names for reference purposes only. Street names are not reviewed as part of this land use application and have not yet been approved by the City. Final street names shall be reviewed and approved through the City's street naming process prior to plat approval. Address assignment will occur in accordance with City procedures as development progresses. Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

j. ***Section 2.302.03.J - Grades shall not exceed 7 percent on arterials, 10 percent on collector streets or 15 percent on any other street. Street grades of 15 percent shall not exceed 200 feet in length. To provide for adequate drainage, all streets shall have a minimum slope of 0.5 percent. On arterials there shall be a tangent of not less than 100 feet between reversed curves.***

FINDINGS: This criterion establishes maximum and minimum street grade standards to promote safe vehicle travel and adequate roadway drainage. The preliminary plat proposes new public streets that have been designed in accordance with accepted engineering practices. Public Works reviewed the preliminary street layout and determined that the proposed street grades can comply with City standards. Final street grades, roadway profiles, and drainage design will be reviewed through the public improvement permitting process to ensure compliance with the Keizer Development Code and Keizer Design Standards. Subject to the recommended Conditions of Approval, staff finds this criterion is satisfied.

k. ***Section 2.302.03.K - Frontage Streets. If a development abuts or contains an existing or proposed arterial or collector street, the City may allow frontage streets, or may require reverse frontage lots with suitable depth, screen planting contained in a non-access reservation along the rear or side property line, or such other treatment as may be necessary for adequate protection of residential properties, to afford separation of through and local traffic, and to preserve the capacity and safety of the collector or arterial street.***

FINDINGS: The intent of this provision is to ensure that when development abuts an arterial or collector street, appropriate design measures are used to preserve the safety and capacity of the higher-classification roadway while protecting adjacent residential development.

The subject property fronts Windsor Island Road N, which is classified as a Collector street in the City's Transportation System Plan. The preliminary plat does not propose a frontage street. Access to the subdivision is provided through a single public street connection to Windsor Island Road N, and individual residential lots will obtain access from the internal public street system rather than directly from Windsor Island Road N. This design preserves the function and safety of the collector roadway while providing efficient internal circulation. Staff finds this criterion is satisfied.

l. ***Section 2.302.03.L - Alleys shall be provided in commercial and industrial zones unless other permanent provisions for access to off-street parking and loading facilities are provided. The corners of alley intersections shall have radii of not less than 10 feet.***

FINDINGS: This provision applies to development within commercial and industrial zoning districts where alleys are needed to provide access to off-street parking and loading areas. The proposed subdivision is residential in nature and does not include commercial or industrial uses. No alleys are proposed. Staff finds this criterion is not applicable.

m. ***Section 2.302.03.M. - Street Landscaping. Where required as part of the right-of-way design, planting strips shall conform to the following standards:***

1. ***Street trees shall be planted at a ratio of no less than one tree per 30 feet of property frontage. Street trees shall conform with the list of acceptable trees included in the City's Street Tree Ordinance. Installation of street trees shall be included in any improvement agreement covering the installation of public facilities and services on a property.***

2. ***Planting strips shall be planted and maintained in predominantly living groundcover materials with hard surfaces consisting of bricks, pavers, rocks, decorative concrete work, etc., only being included as part of an overall landscape design where living plant material is predominant. In no case shall asphalt be used within the planting strip.***

FINDINGS: The purpose of this criterion is to ensure that required planting strips and street landscaping are installed as part of public street improvements to enhance the appearance of the streetscape and provide long-term environmental benefits.

The proposed subdivision includes frontage improvements along Windsor Island Road N and landscaped planter strips within the public right-of-way where required by City standards. Street trees and other required landscaping will be reviewed as part of the public improvement plans to ensure compliance with the City's Street Tree Ordinance and Keizer Design Standards. Installation of required landscaping will be secured through the public improvement process. Subject to the recommended Conditions of Approval, staff finds this criterion is satisfied.

n. ***Section 2.302.03.N.5 – Access Control Standards. Double Frontage Lots. When a lot has frontage onto two or more streets, access shall be provided first from the street with the lowest classification.***

FINDINGS: The intent of this provision is to ensure that when a lot fronts on two or more streets, vehicular access is taken from the street with the lowest functional classification in order to preserve the safety and operational capacity of higher-classification roadways. The preliminary plat includes two double-frontage lots. Access to each of these lots is provided from the internal local street system rather than from Windsor Island Road N, which is classified as a Collector street. This design is consistent with the City's access management standards and preserves the function of Windsor Island Road N. Staff finds this criterion is satisfied.

o. ***Section 2.302.03.O. – Trees along Public Streets. Streetscape trees are required along public streets, shall comply with the provisions of Section 2.309, and must be located according to the following provisions:***

1. ***Streetscape trees shall be planted within the boundaries of each lot within 10 feet of street improvements.***

2. ***Lots measuring less than 60 feet in width shall be required to plant one streetscape tree. Lots measuring more than 60 feet in width shall be required to plant two streetscape trees.***

3. ***Streetscape trees shall be selected from a list of approved trees.***

FINDINGS: This criterion is intended to ensure that streetscape trees are installed along public streets to enhance neighborhood character, provide shade, and establish a consistent streetscape throughout new developments.

The proposed subdivision includes street trees along Windsor Island Road N and will be required to provide streetscape trees throughout the internal public street system consistent with this provision. Streetscape trees shall be installed prior to final building permit approval for each individual lot. Subject to the recommended Conditions of Approval, staff finds this criterion is satisfied.

3. SECTION 2.302.04 - GENERAL RIGHT–OF-WAY AND IMPROVEMENT WIDTHS

The following standards are general criteria for public streets in the City of Keizer. These standards shall be the minimum requirements for all streets, except where modifications are permitted under Subsection 2.302.05.

FINDINGS: This section establishes the minimum right-of-way and street improvement standards for public streets within the City of Keizer unless a modification is requested and approved pursuant to Section 2.302.05.

The subject property fronts Windsor Island Road N, which is classified as a Collector street in the City's Transportation System Plan. Public Works has determined that the applicant shall dedicate right-of-way along the project frontage to provide one-half of the required 68-foot right-of-way, resulting in a dedication of 34 feet measured from the roadway centerline. In addition, the applicant will be required to construct frontage improvements consistent with Collector street standards, including pavement widening, curb, gutter, planter strip, sidewalk, street trees, street lighting, and associated utility improvements. Public Works also requires extension of the public sidewalk along the opposite side of Windsor Island Road N and extension of the existing 12-inch water main to the north property line as part of the required public improvements.

The Subdivision will continue a network of new public streets within the subdivision to serve the development. The submitted materials indicate streets with varying right of way and improvement widths, which generally meet the standard of the code. “Kerr” lane is shown as a 35 foot wide right of way served by an “alternate” style turnaround, serving 8 townhome lots. It should be noted that the maximum number of dwellings units that can be served by the 35 foot wide right of way is 9 units, and that sidewalks are required on one side of the street, and parking will only be allowed on one side of the street.

The applicant has not requested any modifications to the City's right-of-way or street improvement standards. Compliance with the required right-of-way

dedication and public improvements will be verified during review of the public improvement plans. Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

4. SECTION 2.302.06 – CONSTRUCTION SPECIFICATIONS:

FINDINGS: The purpose of this section is to ensure that all public streets and associated public improvements are designed and constructed in accordance with the City of Keizer's adopted construction standards.

The preliminary plat proposes the construction of new public streets, frontage improvements along Windsor Island Road N, and associated public infrastructure necessary to serve the subdivision. Public Works has reviewed the proposal and determined that the required public improvements can be designed and constructed in conformance with the City's Design Standards and Construction Specifications. Final engineering plans for all public streets, utilities, grading, drainage, and other public improvements will be reviewed and approved by the Public Works Department prior to issuance of construction permits.

Construction permits will be required for all work within the public right-of-way and for construction of public infrastructure associated with the subdivision. Compliance with the City's construction standards is required through the public improvement permitting process and is incorporated into the recommended Conditions of Approval. Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

5. SECTION 2.302.08 - PRIVATE ACCESS EASEMENTS.

A private access easement created as the result of an approved partitioning or subdivision shall conform to standards governing the following: A. Width; B. Maintenance; C. Turn-around; D. Parking; E. Trees Along Access Easements; F. Screening:

FINDINGS: The purpose of this section is to establish design and maintenance standards for private access easements created through a partition or subdivision. The proposed subdivision will be served by a public street system, and no private access easements are proposed to provide vehicular access to the residential lots. Therefore, the standards governing private access easements are not applicable to this application. Staff finds this criterion is not applicable.

6. SECTION 2.303 - OFF-STREET PARKING AND LOADING

Parking shall be provided to ensure adequate areas for the parking, maneuvering, loading, and unloading of vehicles and bicycles for all land uses in the City of Keizer.

***FINDINGS*:** The purpose of this section is to establish standards for off-street parking and loading associated with development. This application is for a preliminary subdivision only and does not include the construction of residential dwellings or other structures. Therefore, no detailed site or building plans have been submitted for review. Consistent with the Keizer Development Code, the City does not require off-street parking for residential development. Should parking be voluntarily provided as part of future development, any parking areas shall comply with the applicable provisions of the Keizer Development Code and will be reviewed at the time of building permit application. Staff finds this criterion is satisfied.

7. ***SECTION 2.306 - STORM DRAINAGE***

No construction of any facilities in a development included in Subsection 2.306.02 shall be permitted until a storm drainage and erosion control plan for the project is prepared by a professional engineer, and approved by the City. These provisions shall also apply to any cut or fill on a property, which may impact the velocity, volume, or quality of surface water on adjacent property, or may impact any permanent natural body of water.

FINDINGS: The purpose of this section is to ensure that development incorporates adequate stormwater management facilities to protect public infrastructure, adjacent properties, and water quality.

The applicant submitted a Preliminary Stormwater Report prepared by a licensed professional engineer that evaluates the proposed stormwater management system for the subdivision. The report demonstrates that stormwater generated by the proposed development can be collected, conveyed, treated, and infiltrated through two proposed public stormwater facilities designed in accordance with the City's Design Standards. Public Works reviewed the Preliminary Stormwater Report and concluded that the proposed stormwater system can reasonably conform to the requirements of the Keizer Design Standards.

As conditions of approval, the applicant shall submit final storm drainage plans, design calculations, and a grading and drainage plan for review and approval by

the Public Works Department prior to issuance of construction permits. All stormwater facilities shall be designed and constructed in accordance with the City's Design Standards and applicable maintenance requirements.

Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

8. ***SECTION 2.307 - UTILITY LINES AND FACILITIES***

FINDINGS: The purpose of this section is to ensure that adequate utility infrastructure is provided to serve new development and that utility facilities are designed and constructed in accordance with City standards.

The proposed subdivision will be served by public water, sanitary sewer, storm drainage, street lighting, and other utility services. The preliminary plans include the extension of public utility infrastructure necessary to serve the proposed development. Public Works has reviewed the proposed utility layout and determined that the subdivision can be adequately served, subject to the recommended Conditions of Approval. Required improvements include extension of the public water system, construction of public sanitary sewer and storm drainage facilities, installation of street lighting, dedication of public utility easements, and coordination with applicable utility providers.

Final utility design, construction plans, and easement locations will be reviewed through the City's public improvement permitting process to ensure compliance with the Keizer Development Code, Keizer Design Standards, and the requirements of all applicable utility providers.

Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

9. ***SECTION 2.309 – SITE AND LANDSCAPING DESIGN***

a. ***Section 2.309.04(C)(a) ...Significant trees removed (including trees that are removed within the two years prior to the application) must be replaced at the rate of two new trees for each significant tree removed or less if a large tree specimen size is planted....in lieu of an on-site tree replacement plan, an off-site tree mitigation plan***

may be submitted to the Planning Director for approval…(b) The above provisions include and apply to all significant trees located on the subject property or an any adjacent public right of way…

FINDING: The purpose of this provision is to ensure that significant trees removed as part of development are replaced in accordance with the standards of the Keizer Development Code. Significant trees located on the subject property or within adjacent public rights-of-way that are removed, including those removed within two years prior to application submittal, must be replaced in accordance with the tree replacement standards of Section 2.309.04(C). An off-site tree mitigation plan may be approved by the Planning Director in lieu of on-site replacement.

The applicant submitted a Tree Removal and Preservation Plan and table (shown on sheets P-13 and P-14) identifying trees proposed for removal as part of the subdivision. Consistent with Section 2.309.04(C), removal of these trees requires replacement at a ratio of two replacement trees for each significant tree removed, unless an alternative replacement ratio is approved through the use of larger specimen trees. The submitted plan did not provide any information on the replacement of significant trees removed, and while the plan and table indicates the DBH of trees, it does not clarify if the trees less than 12" DBH are also less than 50 feet in height, therefore it is unclear as to the total number of "significant" trees that are being removed. If all 17 of the trees proposed for removal are considered significant trees, then the applicant will be required to plant 34 replacement trees within the boundary of the subdivision.

In addition to required replacement trees, the subdivision will be required to provide streetscape trees along public street frontages in accordance with the requirements of Sections 2.302.03.O and 2.309, as was addressed earlier in this report.

Staff recommends that as a condition of approval, the applicant submit a final tree removal and replacement plan. The plan should identify significant trees removed as well as the number, species, size, and approximate location of proposed replacement and streetscape trees. Installation of trees shall occur in accordance with the approved plan and the applicable provisions of the Keizer Development Code, and will be required to be planted on each lot prior to obtaining final certificate of occupancy.

Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

10. <u>SECTION 2.310 - DEVELOPMENT STANDARDS FOR LAND DIVISIONS</u>

a. Section 2.310.03.A - Minimum lot area. Minimum lot area shall conform to the requirements of the zoning district in which the parcels are located.

FINDINGS: The purpose of this provision is to ensure that newly created lots meet the minimum lot area requirements of the applicable zoning district.

Approval of the proposed subdivision is contingent upon approval of the requested Comprehensive Plan Map Amendment and Zone Change to the Single Family Residential (RS) zoning district. Within the RS zone, the minimum lot area is 4,000 square feet for single-family detached dwellings and duplexes; 5,000 square feet for triplexes; 7,000 square feet for quadplexes and cottage clusters; and 1,500 square feet for townhomes.

The preliminary plat proposes a 118-lot residential subdivision consisting of 110 single-family detached residential lots and eight townhouse lots. Based on the preliminary plat, the proposed residential lots range in size from approximately 2,000 square feet for the smallest townhouse lot up to 12,396 square feet in area, exceeding the minimum lot area requirements of the RS zoning district.

As a condition of approval, the preliminary plat shall identify both gross and net lot areas for each proposed lot. Any future development on the lots will be required to comply with all applicable development standards of the RS zoning district and will be reviewed through the applicable building permit process. Existing structures located on the remainder parcel shall comply with applicable setback requirements following the approved Property Line Adjustment, and the existing dwelling and outbuildings shall be removed prior to final plat approval.

Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

b. Section 2.310.03.C - Lot width and depth. The depth of a lot or parcel shall not be more than 3 times the width of the parcel.

FINDINGS: The purpose of this provision is to ensure that lots are configured in a manner that promotes orderly, safe, and efficient development while preventing the creation of excessively narrow or irregularly shaped lots that may

be difficult to develop. The preliminary plat has been reviewed and the proposed lot configurations are consistent with the lot width-to-depth ratio required by this section. None of the proposed lots exceed the maximum depth-to-width ratio of 3:1. Staff finds that the proposed lot dimensions provide adequate building sites and are consistent with the development pattern anticipated within the RS zoning district. Staff finds the proposal complies with this criterion.

c. ***Section 2.310.03.D - Access. All lots and parcels shall provide a minimum frontage, on an existing or proposed public street, equal to the minimum lot width required by the underlying zone. Residential lots or parcels may be accessed via a private street or access easement developed in accordance with the provisions of Section 2.302.08. Cul-de-sac lots shall have a minimum frontage of 25 feet.***

FINDINGS: The purpose of this provision is to ensure that all lots have adequate frontage on a public street, or where permitted, a private street or access easement, so that each lot has safe and legal access and can be developed in accordance with applicable City standards.

The preliminary plat proposes a public street system that will provide access to all 118 residential lots. Each lot is shown with frontage on an existing or proposed public street, and the proposed frontage meets or exceeds the minimum lot width required within the RS zoning district. Public Works has reviewed the proposed street layout and determined that the subdivision can be adequately served by the proposed public street system. Final lot dimensions and frontage will be verified with the final plat. Staff finds the proposal complies with this criterion.

d. ***Section 2.310.03.E -Flag Lots. Flag lots shall only be permitted if it is the only reasonable method by which the rear portion of a lot being unusually deep or having an unusual configuration may be accessed and when in compliance with Section 2.302.03.B. If a flag-lot is permitted, the following standards shall be met:***

1. ***The access strip shall not be less than 20 feet wide. The access strip shall be improved with a minimum 12-foot-wide paved driveway and paved encroachment which meet applicable City standards.***

2. ***The access strip shall not be included in the calculation of lot area for purposes of determining compliance with any minimum lot size provision of this Ordinance.***

FINDINGS: No flag lots are proposed. Therefore, this criterion is not applicable.

e. ***Section 2.310.03.F - Through Lots. Through lots shall be avoided except where essential to provide separation of residential development from major street, adjacent***

non-residential activities, or to overcome specific development constraints due to topography or lot orientation. Through lots shall be no less than 100 feet in depth. Lots having their access off a private access easement or adjacent to a private access easement shall not be construed as qualifying as through lots. Screening or buffering, pursuant to the provision of Section 2.307, may be required by the City during the review of the land division request.

FINDINGS: Lot 1 and Lot 2 as shown are technically through lots since they have frontage on both Kerr Lane and Windsor Island Road. However, no access from Windsor Island Road to lot 1 or lot 2 will be allowed, and there will be a separated sidewalk and planter strip along the Windsor Island Road frontage. In addition, both lots exceed 100 feet in depth as shown, which meet the standard for through lots. As a condition of approval, due to the Special Policy Area designation, and as outlined in the findings for the Comprehensive Plan Map Amendment and Zone change, Lot 1 and 2 will be required to be modified so they are located entirely outside of the Special Policy Area. The final dimensions of all lots will be required to be shown on the preliminary and final plat which will allow staff to assure these provisions are met. Therefore, this criterion can be satisfied.

f. ***Section 2.310.03.G - Lot Lines. The side lines of lots, as far as practicable, shall run at right angles to the right-of-way line of the street upon which the lots face. The rear lot line shall be no less than 1/2 the dimension of the front lot line.***

FINDINGS: The purpose of this provision is to ensure that lots are configured in a manner that promotes orderly development and creates functional building sites. Requiring side lot lines to run, where practicable, at right angles to the street right-of-way and establishing minimum rear lot line widths helps avoid irregularly shaped lots that could complicate future development.

The preliminary plat proposes generally rectangular lots with side lot lines that, where practicable, run perpendicular to the adjacent street right-of-way. Based on the preliminary plat, the rear lot lines are not less than one-half the dimension of the corresponding front lot lines, consistent with the requirements of this section.

Staff finds the proposed lot configurations are orderly, provide functional building sites, and comply with the lot line standards of Section 2.310.03.G. Therefore, staff finds the proposal complies with this criterion.

g. ***Section 2.310.03.H - Utility Easements. Utility easements shall be provided on lot areas where necessary to accommodate public utilities. Such easements shall have a minimum total width as specified in Section 2.302.04 of this Code.***

FINDINGS: The purpose of this provision is to ensure that adequate utility easements are provided as part of the subdivision process to accommodate the installation, operation, maintenance, and replacement of public utilities.

The preliminary plat includes public utility easements necessary to serve the proposed subdivision. Public Works has determined that a 10-foot public utility easement (PUE) shall be dedicated along the Windsor Island Road N frontage and along the frontage of all proposed public streets within the subdivision. Additional easements may be required as part of the final engineering design to accommodate public water, sanitary sewer, storm drainage, and other utility infrastructure.

The location and dimensions of all required utility easements will be verified during review of the final engineering plans and shall be shown on the final plat in accordance with City standards.

Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

11. <u>SECTION 2.310.04 - ADDITIONAL DESIGN STANDARDS FOR SUBDIVISIONS</u>

a. Section 2.310.04.A - Standards for Blocks:

1. General: The length, width, and shape of blocks shall be designed with regard to providing adequate building sites for the use contemplated; consideration of needs for convenient access, circulation, control, and safety of street traffic; and recognition of limitations and opportunities of topography.

2. Sizes: Blocks should not exceed 600 feet in length between street lines, except blocks adjacent to arterial streets, or unless the previous adjacent development pattern or topographical conditions justify a variation. The recommended minimum distance between intersections on arterial streets is 1,800 feet.

FINDINGS: The proposed subdivision provides a new street network to serve the proposed development that is laid out to provide efficient and convenient access to the individual lots within the subdivision. Staff finds the proposed subdivision complies with this criterion.

b. Section 2.310.04.B - Traffic Circulation. The proposed subdivision shall be laid out to provide safe and convenient vehicle, bicycle and pedestrian access to nearby residential areas, transit stops, neighborhood activity centers such as schools and parks, commercial areas, and industrial areas; and to provide safe and convenient traffic circulation. At a minimum, "nearby" is interpreted to mean uses within ¼ mile

which can be reasonably expected to be used by pedestrians, and uses within 1 mile of the subdivision boundary which can reasonably be expected to be accessed by bicyclists.

FINDINGS: The purpose of this provision is to ensure that subdivisions are designed to provide safe and convenient circulation for vehicles, pedestrians, and bicyclists while promoting connectivity to surrounding neighborhoods, schools, parks, transit, and other activity centers.

The preliminary plat proposes an interconnected public street system that will provide access throughout the subdivision and connect to Windsor Island Road N. Sidewalks are proposed along both sides of the internal public streets, and frontage improvements along Windsor Island Road N will include sidewalks and other pedestrian facilities consistent with City standards. Public Works also requires construction of a sidewalk along the opposite side of Windsor Island Road N to complete a pedestrian connection along the project frontage. This connection will provide pedestrian connectivity to Lockhaven Drive where transit service is available.

The subdivision includes a public street stub extending to the western property boundary to facilitate future connectivity to the adjoining remainder parcel should it develop. In addition, the preliminary plat provides a secondary emergency vehicle access to Windsor Island Road N through the adjoining property. These connections support the orderly extension of the City's transportation network while providing safe and efficient circulation within the subdivision. There is also a pedestrian and bicycle connection proposed to connect to the Keizer Elementary school property to the east.

Staff finds the proposed subdivision provides safe and convenient vehicle, bicycle, and pedestrian circulation and with recommended conditions, complies with this criterion.

12. ***SECTION 2.310.06 - IMPROVEMENT REQUIREMENTS – SUBDIVISIONS***

a. ***Section 2.310.06.A - Frontage Improvements. Street improvements to full City Standards shall be required for all public streets on which a proposed subdivision fronts in accordance with Section 2.303 of this Code. Such improvements shall be designed to match with existing improved surfaces for a reasonable distance beyond the frontage of the property. Additional frontage improvements shall include: sidewalks, curbing, storm sewer, sanitary sewer, water lines, other public utilities as necessary, and such other improvements as the City shall determine to be reasonably necessary to serve the development or the immediate neighborhood.***

FINDINGS: The purpose of this provision is to ensure that subdivisions provide frontage improvements along adjacent public streets that are consistent with City standards and sufficient to serve both the proposed development and the surrounding area.

The subject property fronts Windsor Island Road N, which is classified as a Collector street in the City's Transportation System Plan. Public Works reviewed the proposed subdivision and determined that frontage improvements are required along the project's Windsor Island Road frontage. These improvements include dedication of right-of-way, pavement widening, curb, gutter, planter strip, sidewalk, street trees, street lighting, storm drainage, water system improvements, and other public utilities necessary to serve the development. Public Works also requires construction of a sidewalk along the opposite side of Windsor Island Road N to complete the pedestrian network adjacent to the site.

The final design and construction of all frontage improvements will be reviewed through the City's public improvement permitting process to ensure compliance with the Keizer Development Code, the City's Design Standards, and the Public Works conditions of approval.

Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

b. ***Section 2.310.06.B - Walkways for Private Streets. Sidewalks shall be required in accordance with applicable provisions in Sections 2.302 and 2.316 only if sidewalks currently exist along the connecting street.***

FINDINGS: The purpose of this provision is to establish sidewalk requirements for developments served by private streets. The proposed subdivision will be served entirely by public streets and does not include any private streets.

Therefore, the provisions of Section 2.310.06.B are not applicable to this application. Staff finds this criterion is not applicable.

c. Section 2.310.06.C - Project Streets. All public or private streets within the subdivision shall be constructed as required by the provisions of Section 2.302.

FINDINGS: The purpose of this provision is to ensure that all public and private streets constructed as part of a subdivision comply with the street design and construction standards contained in Section 2.302 of the Keizer Development Code. The preliminary plat proposes construction of a public street system to serve the proposed subdivision. Public Works has reviewed the proposed street layout and determined that the streets can be designed and constructed in accordance with Section 2.302 and the City's Design Standards. Final street design will be reviewed through the public improvement permitting process. Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

d. Section 2.310.06.D - Monuments. Upon completion of street improvements, centerline monuments shall be established and protected in monument boxes at every street intersection and all points of curvature and points of tangency of street center lines.

FINDINGS: The purpose of this provision is to ensure that permanent survey monuments are established to accurately identify street alignments and public improvements. The applicant shall install all required survey monuments in accordance with City standards upon completion of the required public improvements. Monument locations will be verified through the final plat and public improvement process. Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

e. Section 2.310.06.E - Bench Marks. Elevation bench marks shall be set at intervals established by the City Engineer. The bench marks shall consist of a brass cap set in a curb or other immovable structure.

FINDINGS: This provision ensures that permanent elevation benchmarks are established to facilitate future surveying, engineering, and maintenance of public infrastructure. Required elevation benchmarks shall be established in locations approved by the City Engineer as part of the public improvement plans. Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

f. Section 2.310.06.F - Surface Drainage and Storm Sewer System. Drainage facilities

shall be provided within the subdivision and to connect the subdivision drainage to drainage-ways or to storm sewers outside the subdivision. Design of drainage within the subdivision shall take into account the capacity and grade necessary to maintain unrestricted flow from areas draining through the subdivision and to allow extension of the system to serve such areas. Drainage shall be designed to avoid impacts on adjacent property.

FINDINGS: The purpose of this provision is to ensure that stormwater facilities are designed to adequately convey, treat, and manage runoff while preventing adverse impacts to adjacent properties. The applicant submitted a Preliminary Stormwater Report and preliminary grading and drainage plans demonstrating that runoff from the subdivision can be conveyed to two public stormwater infiltration facilities. Public Works reviewed the proposed stormwater concept and determined that the system can comply with City Design Standards. Final stormwater calculations, grading plans, and construction drawings will be reviewed and approved during the public improvement permitting process. Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

g. Section 2.310.06.G - Sanitary Sewers. Sanitary sewer shall be installed to serve the subdivision and to connect the subdivision to existing mains both on and off the property being subdivided.

FINDINGS: The purpose of this provision is to ensure that each lot created through the subdivision is served by the public sanitary sewer system. The preliminary utility plans provide for extension of the public sanitary sewer system to serve all proposed lots. Public Works reviewed the proposed utility layout and determined that adequate sanitary sewer service can be provided to the subdivision. Final sewer design, utility sizing, and connection details will be reviewed during the public improvement permitting process. Any permits or approvals required from other agencies shall be obtained prior to construction. Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

h. Section 2.310.06.H - Water System. Water lines with valves and Fire District approved fire hydrants serving the subdivision and connecting the subdivision to the City mains shall be installed and operating prior to start of combustible construction. The design shall take into account provisions for extension beyond the subdivision to adequately grid the City system and to serve the area within which the development is located when the area is ultimately developed. However, the developer will be responsible for water main sizes necessary to meet minimum fire flow requirements per Uniform Fire Code. The City will not

expect the developer to pay for the extra pipe material cost of mains exceeding 8 inches in size.

FINDINGS: The purpose of this provision is to ensure that all lots are served by an adequate public water system capable of providing domestic water service and fire protection. The preliminary utility plans provide for extension of the public water system throughout the subdivision, including extension of the existing 12-inch public water main to the north property line as required by Public Works. Fire hydrants and water system improvements will be designed to meet the requirements of the Keizer Fire District and the City of Keizer. Final water system design will be reviewed during the public improvement permitting process. Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

i. ***Section 2.310.06.I - Sidewalks. Sidewalks shall be installed along both sides of each public street and in any pedestrian ways within the subdivision. The City may defer sidewalk construction until the dwellings or structures fronting the sidewalk are constructed. Any required off-site sidewalks (e.g., pedestrian walkways) or sidewalks fronting public property shall not be deferred.***

FINDINGS: The purpose of this provision is to ensure that new subdivisions provide a safe and connected pedestrian network. The preliminary plat includes sidewalks along both sides of the proposed public streets. Public Works also requires frontage sidewalk improvements along Windsor Island Road N, including construction of a sidewalk on the opposite side of Windsor Island Road to complete the pedestrian network adjacent to the development. Final sidewalk design will be reviewed through the public improvement permitting process. The pedestrian/bicycle connection located on the north side of lot 36, serving Keizer Elementary school shall also be completed with the public improvements.

Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

j. ***Section 2.310.06.J - Street Lights. The installation of street lights is required at locations determined to be appropriate by the City and shall be of a type required by City standards.***

FINDINGS: The purpose of this provision is to ensure that adequate street lighting is provided to promote public safety and visibility. The subdivision includes construction of new public streets that will require street lighting consistent with City standards. Public Works has reviewed the proposal and

identified the required street lighting improvements. Final lighting locations and design will be reviewed during the public improvement permitting process. Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

k. ***Section 2.310.06.K - Street Signs. The installation of street name signs and traffic control signs is required at locations determined to be appropriate by the city and shall be of a type required by City standards. Each street sign shall display the one hundred block range. Street signs shall be installed prior to obtaining building permits.***

FINDINGS: The purpose of this provision is to ensure that street name and traffic control signs are installed in accordance with City standards to promote public safety and effective emergency response.

Street names shown on the preliminary plat are provided for reference only and have not been approved by the City. Final street names shall be reviewed and approved through the City's street naming process prior to final plat approval. Required street name and traffic control signs shall be installed in locations approved by the City before issuance of building permits.

Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

l. ***Section 2.310.06.L - Public Works Requirements. All facility improvements shall conform to the requirements and specifications of the Keizer Department of Public Works.***

FINDINGS: The purpose of this provision is to ensure that all public improvements are designed and constructed in accordance with the requirements of the Keizer Public Works Department.

Public Works reviewed the proposed subdivision and provided comments addressing streets, utilities, storm drainage, sidewalks, lighting, and other public improvements. Compliance with these requirements will be verified during review of the public improvement plans and construction permitting process.

Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

m. ***Section 2.310.06.M - Curb Cuts. Curb cuts and driveway installations, excluding common drives, are not required of the subdivider, but if installed, shall be according***

to the City standards.

FINDINGS: This provision ensures that curb cuts and driveway approaches are designed and constructed in accordance with City standards.

The subdivision will be served by public streets. Driveway approaches serving individual lots will be reviewed as development occurs. Public Works has identified the location of the primary subdivision access onto Windsor Island Road N and has required closure of existing driveway approaches as part of the frontage improvements. Final driveway and curb cut design will be reviewed through the public improvement permitting process.

Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

n. Section 2.310.06.N - Street Trees. Street tree planting is mandatory where a planting strip is part of the street design. Plantings shall conform to Section 2.302.03(M).

FINDINGS: The purpose of this provision is to ensure that street trees are installed where required as part of public street improvements to enhance the streetscape and provide long-term environmental benefits.

The subdivision includes required planter strips and street trees along Windsor Island Road N. Street tree installation shall comply with Sections 2.302.03(M) and 2.309 of the Keizer Development Code. Final species selection, spacing, and planting locations will be reviewed through the public improvement permitting process.

Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

o. Section 2.310.06.O - Grading & Fills. All grading which results in fills in excess of 3 feet located within the identified building envelope on a subdivision lot or parcel must be engineered.

FINDINGS: The purpose of this provision is to ensure that grading associated with subdivision development is properly engineered to protect public infrastructure and adjoining properties.

The applicant submitted preliminary grading information demonstrating that the site can be developed consistent with City standards. Final grading and drainage plans, including supporting engineering information, will be reviewed and approved by the Public Works Department prior to issuance of construction permits.

Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

p. ***Section 2.310.06.P - Financial Requirements. All improvements required under this Section shall be completed to City standards or assured through a performance bond or other instrument acceptable to the City Attorney, prior to the approval of the Final Plat of the subdivision.***

FINDINGS: The purpose of this provision is to ensure that all required public improvements are completed or financially guaranteed prior to approval of the final plat.

The applicant shall complete all required public improvements or provide financial security acceptable to the City to guarantee their completion prior to final plat approval.

Subject to the recommended Conditions of Approval, staff finds the proposal complies with this criterion.

13. ***SECTION 2.314 – STANDARDS FOR SINGLE FAMILY DWELLINGS, DUPLEXES, TRIPLEXES, QUADPLEXES, COTTAGE CLUSTERS, AND TOWNHOUSES***

FINDINGS: The purpose of this section is to establish development and design standards for residential dwellings within the Single Family Residential (RS) zoning district.

This application is limited to the review of a preliminary subdivision and does not include the construction of residential dwellings. Accordingly, compliance with the standards of Section 2.314, including building setbacks, lot coverage, building height, architectural standards, and other applicable residential development standards, is not being reviewed as part of this application.

Any future development of the proposed lots shall comply with the applicable provisions of Section 2.314 and all other requirements of the Keizer Development Code. Compliance with these standards will be reviewed through the applicable

building permit and development review processes. Staff finds this criterion will be addressed at the time of future development.

B. SECTION 3.108.06.B - EACH LOT SHALL SATISFY DIMENSIONAL STANDARDS AND DENSITY STANDARDS OF THE APPLICABLE ZONING DISTRICT, UNLESS A VARIANCE FROM THESE STANDARDS IS APPROVED.

FINDINGS: The purpose of this criterion is to ensure that each lot created through a subdivision complies with the dimensional and density standards of the applicable zoning district, thereby creating lots that are suitable for future development without the need for variances.

Approval of the proposed subdivision is contingent upon approval of the requested Comprehensive Plan Map Amendment and Zone Change to the Single Family Residential (RS) zoning district. The preliminary plat proposes a 118-lot residential subdivision consisting of 110 single-family detached residential lots and eight townhouse lots.

Section 2.102 of the Keizer Development Code establishes the dimensional standards for development within the RS zoning district. The minimum lot area is 4,000 square feet for single-family detached dwellings and duplexes; 5,000 square feet for triplexes; 7,000 square feet for quadplexes and cottage clusters; and 1,500 square feet for townhomes. Based on the preliminary plat, the proposed residential lots range in size from approximately 2,000 square feet for the smallest townhouse lot up to 12,396 square feet in area, exceeding the minimum lot area requirements of the RS zoning district. The preliminary plat also demonstrates that the proposed lots meet the applicable lot width and depth standards.

As a condition of approval, the preliminary plat shall identify both gross and net lot areas for each proposed lot. Any future development on the lots will be required to comply with all applicable development standards of the RS zoning district and will be reviewed through the applicable building permit process. Existing structures located on the remainder parcel shall comply with applicable setback requirements following the approved Property Line Adjustment, and the existing dwelling and outbuildings shall be removed prior to final plat approval.

The proposed subdivision satisfies the applicable residential density standards for the RS zoning district, and is proposed at approximately 5.4 dwelling units per acre. Any future development of the proposed lots shall comply with all

applicable dimensional, setback, lot coverage, building height, and design standards of the Keizer Development Code and will be reviewed through the applicable development and building permit processes.

Staff finds the proposed subdivision complies with the applicable dimensional and density standards of the proposed RS zoning district. Therefore, staff finds this criterion is satisfied.

C. SECTION 3.108.06.C - ADEQUATE PUBLIC FACILITIES SHALL BE AVAILABLE TO SERVE THE EXISTING AND NEWLY CREATED PARCELS.

FINDINGS: The purpose of this criterion is to ensure that adequate public facilities are available to serve both the existing development and the newly created lots without adversely impacting the City's infrastructure.

The proposed subdivision will be served by public streets, water, sanitary sewer, storm drainage facilities, sidewalks, street lighting, and other public improvements necessary to support the proposed development. Public Works, and other reviewing agencies have evaluated the proposal and determined that adequate public facilities can be provided, subject to the recommended Conditions of Approval. Final engineering plans for all public improvements will be reviewed through the City's public improvement permitting process to ensure compliance with applicable City standards.

As discussed elsewhere in this report, the applicant will be responsible for constructing or otherwise providing all required public improvements necessary to serve the subdivision prior to final plat approval or providing financial assurance in accordance with City requirements.

Subject to the recommended Conditions of Approval, staff finds adequate public facilities are available to serve the proposed subdivision and this criterion is satisfied.

D. SECTION 3.108.06.D - ROUGH PROPORTIONALITY. IMPROVEMENTS OR DEDICATIONS REQUIRED AS A CONDITION OF DEVELOPMENT APPROVAL, WHEN NOT VOLUNTARILY ACCEPTED BY THE APPLICANT, SHALL BE ROUGHLY PROPORTIONAL TO THE IMPACT OF DEVELOPMENT. FINDINGS IN THE DEVELOPMENT APPROVAL SHALL INDICATE HOW THE REQUIRED IMPROVEMENTS OR DEDICATIONS ARE ROUGHLY PROPORTIONAL TO THE IMPACT.

FINDINGS: The purpose of this criterion is to ensure that any dedications or public improvements required as conditions of subdivision approval are reasonably related and proportional to the impacts created by the proposed development.

The proposed subdivision consists of 118 residential lots, including 110 single-family detached residential lots and eight townhouse lots, together with new public streets and associated public infrastructure. The subdivision will increase demand on the City's transportation, utility, drainage, and other public systems. To mitigate these impacts, the applicant is required to dedicate right-of-way and construct public improvements necessary to serve the development, including frontage improvements along Windsor Island Road N, construction of public streets, sidewalks, water and sanitary sewer facilities, storm drainage facilities, street lighting, street trees, and other public infrastructure required by the Keizer Development Code and the Public Works Department.

These required improvements are directly related to the impacts created by the subdivision and are limited to the infrastructure necessary to provide safe and adequate access and public services to the proposed development. The required right-of-way dedication and public improvements are consistent with the City's adopted development standards and are no greater than necessary to mitigate the impacts resulting from the subdivision. In fact, the improvements required are solely required for the subdivision itself.

Public Works is requiring a small portion of off-site pedestrian improvements to be located on the west side of Windsor Island Road. The existing sidewalk will be required to be extended to the north in order to provide a connection (via crossing) to the newly created intersection serving the subdivision. This will allow pedestrians to walk to Lockhaven Drive for transit service and will provide a pedestrian system for residents and importantly students to connect to the existing system serving the area. This requirement is due, not only to the subdivision request, but also due to the Comprehensive Plan Amendment/Zone Change request modifying the designation of the land to Residential. One of the requirements for a Comp Plan/Zone Change is the adequacy of transportation facilities, which includes safe pedestrian routes. The extension of the sidewalk system is solely due to the creation of the new subdivision.

Accordingly, staff finds that the required dedications and public improvements are roughly proportional to the impacts of the proposed development and satisfy the requirements of Section 3.108.06.D.

Based on the above findings, staff concludes the proposal complies with decision criteria for the proposed subdivision request for the subject property located at 5710 Windsor Island Rd N.

HEARINGS OFFICER SUPPLEMENTAL FINDINGS OF FACT:

In addition to the incorporated findings within the Staff Report, I make the following supplemental findings that add to the incorporated findings. In the event of a conflict between the incorporated and supplemental findings, I intend that the supplemental finding control.

1. *Findings as to the statewide 120-day rule*

Oregon law provides that land use applications for a "permit, limited land use decision[,] or zone change," must receive final city action within 120 days after the application is deemed complete. ORS 227.178(1).

This "120-day rule," is subject to an important exception. Under ORS 227.188(3), applications to change a comprehensive plan map are "not subject to the provisions" of the 120 day rule.

Here, while the requested zone change or subdivision—on their own—might be within the 120 day rule, the zone change and subdivision were, at the applicant's request, bundled with the requested change to the comprehensive plan map. Because the applications are unified, and because the zone change and subdivision would be unapprovable without the comprehensive plan map change, I conclude that the rezone and subdivision have lost their status under the 120-day rule. Thus, the 120-day rule does not apply to any component of this unified application.

2. *Supplemental Goal 9 findings—the economy of the state*

The subject application reveals a policy tension in the City of Keizer. On the one hand, the city has a net need for employment land, especially commercial and institutional lands. The Comprehensive Plan identified a shortfall of 63.3 gross acres above and beyond what the remaining buildable employment land can accommodate. On the other hand, the city's most recent housing needs analysis identified a need for 4,513 new housing units to accommodate forecast population growth. Applicant's proposal to remove approximately 22.3 acres of AI

zoning from its employment lands inventory surfaces an important question for the parties and Council: how ought the city to evaluate the tension in these apparently competing land needs?

To my view, the proposed amendment to the comprehensive plan map exists at a balance point in the competing public policies, and resolves the tension in ways that are acceptable under Goal 9. As a first point, the AI zone is one of the least intensive uses of industrial land. As Applicant and Staff have recognized, industries allowed in the AI zone include transportation and warehousing that have "relatively low employees per acre ratios." KDC section 2.115.01.

Second, the AI zone itself is something of a creature of agreement between the Cities of Keizer and Salem, to accommodate the wastewater treatment plant. When previously the Olsen Orchards acreage was in active agricultural use for walnuts, filberts, apples, and other crops, Council might expect to have seen development of agricultural support services or nurseries—again, at low employee per acre ratios. Evidence in the record has persuaded me that the agricultural value of the project site has become economically low, relative to the costs needed to remediate the blighted plantings or replace them with different stock.

With these reductions in agricultural values, the comparative tipping point lowers in relation to changing the AI designation to something non-industrial. This is not a case where the city would be losing high employee to acre lands such as industrial park or industrial campus.

Finally, Applicant's analysis of the city's needs jibes with these realities. Applicant provided analysis in Figure 11 on page 14 of their application, comparing Keizer's projected new land need to 2033. In their analysis, the city's need for pure industrial land was at or near zero acres. But, the city's need for residential land stood at around 267 acres.

Accordingly, I believe that these applications resolve the policy tension in ways that meet the city's needs for future residential land, at the least intrusive loss of low-intensity industrial land.

It is worth mention to Council that in the ever-present social tension between owned and rented housing units, the subdivision proposal illustrates that the development site will increase potential for ownership units. The subdivision will add 110 lots for single family residential, and 8 lots for attached residential development. It is true that Applicant has discretion to develop a variety of housing types on the 118 lots. However, the development as a whole has potential of adding new ownership units to Keizer's housing stock.

In conclusion, I agree with Applicant and Staff that the applications satisfy Goal 9.

EXHIBIT "C"

Action

The City of Keizer hereby ORDAINS as follows:

The application for an amendment to the Comprehensive Plan designation from Special Policy Limited Use (Overlay) to Low Density Residential with Limited Use (Overlay) and Zone Change from Agricultural Industrial to Single Family Residential—Odor Impact Overlay Zone, and for a 118-lot subdivision approval for the property located at 5710 Windsor Island Road North, Keizer, Oregon. (also identified as being located within Township 6 South; Range 3 West; Section 34; Tax Lots 01300 and 01400) is hereby GRANTED subject to the following conditions and requirements:

General:

1. The Keizer Development Code requires the developer to connect to public utility services. The Development Code also requires all utility services to be placed below ground. These requirements apply to this request. Further, the developer is responsible for all utility connection costs. The City's System Development Charges for park development, water system improvements and transportation improvements shall be the fee in place at the time of building permit applications. These Development charges, as well as those involving the extension of sewer, water, and storm drainage, will apply to this request.

2. The Comprehensive Plan Map amendment and Zone Change will be effective upon recordation of the subdivision plat. Parcels and tracts shall not be "split" zoned and must be designated and zoned as full parcels or tracts. No residentially designated or zoned parcels or tracts are allowed to be located within the Special Policy Area. For reference, the area is shown on the applicant's materials and is shown in the exhibits accompanying the City of Salem's comments.

3. The development of the property shall comply with all applicable requirements of the Keizer Development Code, other applicable City regulations and the building requirements of the Marion County Building Inspection Division.

4. In accordance with the Dual Interest Area Agreement (2001) concurrence of the final location of Comprehensive Plan Map Amendment and Zoning boundary change must be obtained from the City of Salem and Keizer. This requires joint review and agreement that boundary lines are accurate and that no residential development is proposed within the Special Policy Area.

5. The Comprehensive Map Amendment and Zone Change is only approved for the land located outside the Special Policy Area as established by the Willow Lake Settlement agreement and Dual Interest Area Agreement.

6. Prior to plat approval, the property owner shall record a document granting an easement and a waiver of claims with regard to impacts from the Willow Lake Wastewater Treatment Plant. The easement/waiver shall be approved by the City Attorney and shall be referenced on the subdivision plat.

7. Lot 1 and Lot 2 must be reconfigured so no portion of either of those residential lots are within the Special Policy Area. In addition, Tract A and Tract C must be clearly identified as non-residential use and designated and zoned consistent with the boundary of the Special Policy Area.

8. No vehicular access to Windsor Island Road from any individual lots within the subdivision will be allowed. This restriction shall be noted on the plat or through other methods which will assure future owners are aware of the restriction.

Prior to acceptance of the final plat map for review: (Public Works)

9. It will be the responsibility of the Applicant to locate any existing water services and meters that serve the subject Property and provide evidence that these are available for reuse or that they will be abandoned according to City requirements.

10. Any existing wells on the Subject Property shall be abandoned in accordance with the Oregon State Water Resources Department requirements. The Applicant shall provide evidence to the Public Works Department that any abandonment of existing wells has been completed in accordance with such requirements

11. The 12-inch water main within Windsor Island Road N shall be extended to the north line of the Subject Property.

12. The Applicant's engineer shall provide engineered calculations per the Keizer Development Standards (KDS) to demonstrate the adequacy of the new water distribution system to provide domestic service and fire flows to each lot within the proposed subdivision. If the required flows cannot be met under the current design, modifications to the main layout will be required.

13. The location of all water mains, appurtenances, services, and meters shall be reviewed for approval by the Public Works Department and shall be constructed within the public right-of-way or a City water easement and in conformance with the KDS.

14. Development plans shall be reviewed by Keizer Fire District regarding adequate location of fire hydrants. All fire hydrants, including the proposed hydrant shown on the Development plan, shall be served by an 8-inch or larger water main.

15. Any septic tanks and drainfields located on the Subject Property and within the City of Keizer shall be abandoned according to the requirements of the appropriate agency and evidence of compliance submitted to the City prior to issuance of any building permits on the Subject Property.

16. The location of all sanitary sewer mains, structures, and services shall be reviewed for approval by the Public Works Department and shall be constructed within the public right-of-way or a City sanitary sewer easement and in conformance with the KDS.

17. City of Salem approval is also required for all sanitary sewer mains, structures, and services prior to the start of construction. Prior to submitting plans to the City of Salem, the Applicant's engineer shall submit sanitary sewer plans to the City of Keizer Public Works Department for review and determination of compliance with the City's overall requirements. The Applicant will need to provide evidence that the Salem sewer permit has been issued prior to the City of Keizer approving and issuing the construction permit.

18. As shown on the preliminary plans for the Development, the Applicant shall dedicate right-of-way along the Windsor Island Road N frontage to equal 34 feet from the right-of-way centerline.

19. The Applicant shall construct or otherwise demonstrate the street improvements along the Development side of Windsor Island Road N meet the standard Collector street section outlined in the TSP and in conformance with the KDS: 20 feet from roadway (right-of-way) centerline to the face of curb, including a 5-foot-wide (including curb) planter strip, 6-foot-wide property-line sidewalks, street lighting, and street trees.

20. Paved transitions shall be designed and constructed, in conformance with the KDS, at each end of the half-street improvements along the Subject Property frontage of Windsor Island Road N.

21. As shown on the preliminary plan, the existing driveway approach onto Windsor Island Road N shall be closed and new curb and sidewalk constructed with the required street improvements.

22. Applicant shall enter into an Improvement Agreement obligating Applicant to construct one of two (*see* 22.a. or 22b) accessible pedestrian and bicycle route improvements within eighteen (18) months of recordation of the final plat. If the City is successful in obtaining additional right-of-way and/or a public easement along the east side of Windsor Island Road N prior to Public Works approval of the development construction drawings, the Applicant shall be required to construct the improvements outlined in option 22.a. If the right-of-way and/or public easement cannot be obtained, the Applicant will be required to construct the improvements outlined in option 22.b. In either case, all pedestrian and bicycle improvements shall be designed and constructed consistent with KDS and Public Right-of-Way Accessibility Guidelines (PROWAG) requirements:

22.a. Eastside Multi-Use Path Improvement (City Acquisition of ROW): The Applicant's engineer shall prepare a preliminary design for a multi-use pathway along the east side of Windsor Island Road N of the roadway, to provide accessible facilities between the proposed development and Lockhaven Drive NE. These improvements shall include the pathway, pavement widening and curbs along the east side of Windsor Island Road N consistent with the TSP requirement for the roadway, an improved and accessible driveway connection for the existing manufactured home park on the intervening property, and collection and management of stormwater runoff from the added impervious areas. The preliminary design shall include identification of additional property area necessary to construct the improvements along the frontage of 5510 Windsor Island Road N, for the City's use in obtaining this area as noted above. Once the preliminary design is complete, the Applicant's engineer shall evaluate the crosswalks at the proposed new intersection, based on the existing traffic volumes and posted speed along the roadway, and provide a design for either enhancing or closing these crosswalks, consistent with the Oregon Department of Transportation Traffic Manual and the KDS, for review and approval by the Director.

22.b Crosswalk and Westside Sidewalk Extension: The Applicant's engineer shall instead design an accessible and safe pedestrian and bicycle route utilizing the 6-foot-wide sidewalk along the west side of Windsor Island Road N, for review and approval by the Director. The design shall address pedestrian and bicycle movements across Windsor Island Road N at both the proposed intersection and the intersection with Lockhaven Drive N. The proposed intersection and accessible route shall be constructed in accordance with the Director-approved design. Once the preliminary design is complete, the Applicant's engineer shall evaluate the crosswalks at the proposed new intersection, based on the existing traffic volumes and posted speed along the roadway, and provide a design for enhancing the crosswalks, consistent with the Oregon Department of Transportation Traffic Manual and the KDS, for review and approval by the Director.

23. The proposed local roadway and associated transportation improvements shall be reviewed for approval by the Public Works Department and shall be constructed within the public right-of-way and in conformance with the KDS.

24. Upon completion of street improvements, centerline monuments shall be established and protected in monument boxes at every street intersection and all points of curvature and points of tangency of street centerlines. The City Engineer may also specify elevation bench marks to be placed if the existing bench marks are not sufficient to determine the local datum.

25. Public Works has reviewed the Preliminary Storm Report provided with this Application. The information provided demonstrates that the proposed storm system can reasonably conform with the requirements of the KDS. The Applicant's engineer shall submit a final overall storm drainage plan and design calculations, demonstrating conformance to the

KDS, for review and approval by the City prior to the issuance of any construction permits related to the Development.

26. As discussed in the Preliminary Storm Report, the stormwater collection, conveyance, treatment, and retention facilities shall be designed to accommodate new impervious surfaces in the rights-of-way and City easements, and both new and future impervious surfaces on all proposed lots.

27. A grading and drainage plan shall be developed for the Subject Property in conformance with the KDS. The plan shall include details of adequate stormwater conveyance from all contributing areas across the Subject Property and shall include existing elevations and proposed lot corner elevations. The plan shall be submitted to and approved by the Public Works Department prior to the issuance of any erosion control or construction permits for the Development.

28. Though not shown on the preliminary plan, any proposed Underground Injection Control (UIC) systems shall be registered with DEQ and documentation of this registration provided to the City prior to approval of the proposed storm drainage system or issuance of any construction permits for the Development. In addition, these UIC systems shall be required to be farther than a two-year time of travel from any existing wells on or near the property. (refer to OAR 340-044-0018)

29. A pre-design meeting with City Public Works staff is required prior to the submittal of public improvement plans to either the City of Keizer or the City of Salem for review.

30. Construction permits are required for any construction within a public street, right-of-way, or City easement, for any public infrastructure on private property, and for erosion control and stormwater management on private property.

31. Erosion control permits shall be obtained from the City prior to the disturbance of any soil on the Subject Property.

32. Street opening permits are required for any work, within the City right-of-way or easements, that is not covered by a construction permit.

33. An improvement agreement in a form acceptable to the City shall be completed and an executed copy submitted to the City prior to issuance of permits for construction of public improvements.

34. A pre-construction conference is required, in coordination with City staff, prior to commencement of any construction under permits issued by the City. (KCS 108.02.00)

35. The Applicant shall coordinate the location of individual or cluster box unit (CBU) mailboxes with the U.S. Postal Service and Postmaster General.

36. Electricity, gas, and communications services to serve the subdivision shall be installed underground and pursuant to the requirements of the utility company(ies) serving the Development.

Prior to Preliminary Plat Approval:

37. A detailed preliminary plat shall be submitted to the Marion County Surveyor's Office for review. The Marion County Surveyor's Office will then submit the preliminary plat to Keizer for review. The Preliminary Plat must be submitted for review prior to submittal of a final plat.

a. Subdivision name must be approved per Oregon Revised Statue 92.090.
b. Must be surveyed and platted per Oregon Revised Statue 92.050.
c. Subdivision plat must be submitted for review.
d. Checking fee and recording fees required.
e. Per Oregon Revised Statue 92.065 remaining monumentation bond may be required if some of the plat monuments have not been set and/or the installation of street and utility improvements has not been completed, or other conditions or circumstances cause the delay (or resetting) of monumentation.
f. A current or updated title report must be submitted at the time of review. Title reports shall be no less than 15 days old at the time of approval of the plat by the Surveyor's Office, which may require additional updated reports.

<u>The detailed preliminary plat shall include the following provisions:</u>

a. The preliminary plat shall substantially conform to the proposed subdivision request. Lot 1 and 2 shall be modified so as not to encroach into the SPA.
b. Lots shall comply with all area and dimension requirements for the proposed underlying zone.
c. Include all engineering elements as required by the Department of Public Works requirements.
d. For all public water mains, fire hydrants and any public sewer mains located within the subject property (if located outside platted rights-of-way) easements will be required and will need to be recorded. These easements shall meet the City of Keizer or City of Salem (where applicable) Design Standards and shall be shown on the subdivision plat.
e. 10' wide public utility easements (PUE) shall be shown along all dedicated rights-of-way.
f. Include a signature line for the City Engineer, Planning Director, and City Manager

38. Street names are required to be submitted to the Planning Department for approval prior to the preliminary plat, and must be shown on the preliminary plat.

39. With the preliminary plat, a copy of any proposed CC&R's, Owners Agreements, Articles and By-Laws shall be submitted to the Planning Department for review by the City

Attorney as outlined in Section 3.108.07 of the Keizer Development Code. The following information should be included within the instrument(s):

g. Information regarding streetscape and replacement tree requirements for each lot

h. Information on restriction of vehicular access to Windsor Island Road from individual lots within the subdivision

i. Information regarding the odor/impact overlay zone and the easement/waiver provisions on the property.

The following conditions shall be addressed on the final plat when submitted to the City for review: (Public Works)

40. As shown in the preliminary plan, the Applicant shall dedicate right-of-way along the development side of Windsor Island Road N to half of the 68-foot-wide right-of-way (34 feet measured from the right-of-way centerline) along the Subject Property frontage.

41. A 10-foot public utility easement (PUE) shall be dedicated along the Subject Property frontage of Windsor Island Road N, as well as along the frontage of all the local streets within the Development.

42. The Applicant shall obtain creation of a street lighting Local Improvement District (LID) for the subdivision to address installation and future maintenance of adequate lighting for the development frontage of Windsor Island Road N meeting Collector street standards. No occupancy permits may be issued for the residential buildings until this condition is satisfied and the required lighting is installed, energized, and operational.

Prior to Final Plat approval (Mylar):

43. Upon approval of the detailed preliminary plat and engineering plans, a final plat for the subdivision, which conforms to the preliminary plat approval, must be submitted for review to Marion County Surveyor's Office.

44. Upon approval of the preliminary agreement, a final copy of any CC&R's, Homeowner Agreements, or other instrument shall be submitted to the Planning Department which conforms to the agreements submitted during preliminary plat approval.

45. The existing dwelling and outbuildings must be removed prior to final plat approval.

46. A final Tree Removal and Replacement Plan must be submitted to the Planning department for review and approval to confirm the total number of trees removed and required to be planted. The plan shall include the number of replacement and streetscape trees to be planted on each of the individual lots. Significant trees must be replaced at a 2:1 ratio.

47. The final plat for the subdivision shall be recorded within 2 years from the date of

final decision on this application. A one-year extension may be approved by the Planning Director. Requests for extensions must be received in writing at least thirty days prior to the one-year time period.

48. The pedestrian/bicycle connection to Keizer Elementary School must be constructed.

The following conditions of approval shall be completed before City approval and signature of the final plat map: (Public Works)

49. The Subject Property is located outside of the original Keizer Sewer District. The Applicant will be required to pay a Sewer Acreage Fee of $7,460.00 per acre, unless they can provide evidence that the Fee has already been paid for this property.

50. The Applicant shall complete and submit to the City an executed (signed, sworn, and recorded) Private Stormwater Maintenance Agreement for all private stormwater facilities prior to the first occurrence of either: recording of the Development plat; putting the stormwater facilities into operation; or the release of any building occupancy certificates.

Prior to Obtaining Building Permit Final or Occupancy:

51. The residential address requirements found in the Oregon Uniform Fire Code shall be completed as approved by the Keizer Fire District and City of Keizer Planning Department.

52. Replacement trees and streetscape trees shall be installed on each lot prior to obtaining final inspection approval. Trees shall be planted according to the requirements of the Keizer Development Code and as outlined in the final approved tree removal and replacement plan.

The following condition of approval shall be completed prior to City support of occupancy or other finalization for any building permit application on the Subject Property for the proposed Development: (Public Works)

53. All of the required public improvements and associated individual services shall be completed in substantial conformance with the final plat map and construction permits, and accepted by Public Works, prior to City support of occupancy of any building permit for an occupied structure.

City Council Meeting Date: September 8, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Joseph Lindsay, City Attorney

Subject: Resolution authorizing Pro Tem judge contracts

Proposed Motion

I move to approve resolution 2026-___, A resolution authorizing the Mayor to enter into separate service contracts for Pro Tem judicial services between the City of Keizer and Aaron P. Hisel and Patrick J. Mercurio

I. Summary

The two current Pro Tem judges have been operating under the current Presiding Judge service contract. The contract is terminating on September 11, 2026, so the two Pro Tems need to have their own individual service contracts to continue their current services for the City.

II. Background

A. The City of Keizer City Council has heretofore appointed a Presiding Municipal Court Judge (Hon. A. Carl Myers) and two Pro Tem judges in Hon. Patrick J. Mercurio and Hon. Aaron P. Hisel. Both Pro Tems have operated under the current Presiding Judge services contract.

III. Current Situation

A. The current Presiding Judge contract will terminate on September 11, 2026, so each Pro Tem Judge should have their own, similar contract to continue their services as appointed Pro Tems for the City of Keizer.

IV. Analysis

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

B. **Financial** -
The hourly cost of having judicial services remains the same at $125 per hour with a two-hour minimum. In looking a court operations in the short term, the Municipal

Court could save some money by having police write tickets to fewer, select court days to try to accommodate the Pro Tem availability.

C. **Timing** - Our current contract with the Presiding Judge is terminating on September 11, 2026.

D. **Policy/Legal** - The City Council has already appointed these Pro Tem judges and sworn them in. Having each Pro Tem under a service contract with similar terms as before protects the City and maintains the scope of work expected from these contractors.

V. Alternatives

A. Approve the resolution.

B. Deny the resolution and order staff to come up with another solution.

VI. Recommendation

Staff recommends approval of the resolution.

Attachments

1. resolution pro tem judge contracts
2. Municipal Court Pro Tem Contract - Hisel
3. Municipal Court Pro Tem Contract - Mercurio
4. scope of services Pro Tem Judges

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2026-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO SEPARATE SERVICE CONTRACTS FOR PRO TEM JUDICIAL SERVICES BETWEEN THE CITY OF KEIZER AND AARON P. HISEL AND PATRICK J. MERCURIO

WHEREAS, the City of Keizer currently has two appointed Pro Tem Municipal Court Judges in Aaron P. Hisel and Patrick J. Mercurio; and

WHEREAS, heretofore both Pro Tem Judges were operating under the current contract of the Presiding Judge when serving in their capacities as Pro Tem Judges; and

WHEREAS the current Presiding Judge contract is terminating on September 11, 2026; and

WHEREAS, the City of Keizer would like to enter into service contracts with each Pro Tem Judge with very similar terms to that of the terminating Presiding Judge contract;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Mayor is authorized to enter into service contracts for Pro Tem judicial services between the City of Keizer and Aaron P. Hisel and Patrick J. Mercurio.

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

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

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

MUNICIPAL JUDGE PRO TEM SERVICES CONTRACT

This agreement made this _____ day of _____, 2026, by and between the City of Keizer, an Oregon municipal corporation (hereinafter referred to as "City"), and Aaron P. Hisel (hereinafter referred to as "Hisel").

WHEREAS City wishes to continue the services of Hisel as municipal court judge pro tem; and

WHEREAS Hisel wishes to continue to serve in that capacity; and

WHEREAS City and Hisel believe it is important to define this relationship under a contractual format to provide for a clear understanding of the terms and employment, duties/expectations, and compensation for services rendered;

NOW, THEREFORE the parties agree as follows:

1. TERM

The term of this contract shall be from _____, 2026 and continuing until _____, 20__, or until this contract is terminated or renewed as herein provided. This contract may be renewed for two (2) two-year terms if agreeable by all parties. Renewal of this contract will be contingent upon the approval of the costs in the City's annual fiscal year budget.

2. SCOPE OF SERVICES

2.1 Hisel shall preside over the Keizer Municipal Court when serving as pro tem and exercise original jurisdiction of all offenses defined and made punishable by the ordinances of City and the general applicable laws of the state of Oregon. Hisel's jurisdiction is conferred by the Keizer City Charter and appointment by the Keizer City Council and is independent of this Contract.

2.2 Hisel shall conduct arraignments and hearings/trials of the municipal court.

2.3 Hisel shall perform the functions and duties specified in the attached Scope of Services.

2.4 City reserves the right to reduce the level of service based on available

funding upon sixty (60) days' notice to Hisel.

3. COMPENSATION

City shall pay Hisel for services provided in the following manner and amounts:

3.1 City shall pay Hisel a sum of $125.00 per billable hour with a two-hour minimum per court session, prorated to each tenth of an hour. "Court session" shall be limited to no more than two (2) per day and such sessions shall be scheduled to minimize the revenue impact to City considering the totality of all circumstances. "Billable hours" shall be defined as time spent in arraignments and hearings/trials associated with the municipal court.

3.2 Hisel shall be paid based on monthly invoices and the total hours shall not exceed twenty-four (24) hours per month without prior written consent of the City Manager or his/her designee.

4. TERMINATION

This agreement may be terminated by the mutual consent of both parties. In addition, this agreement may be terminated by either party with thirty (30) days written notice. Hisel agrees to complete any work which is in progress as of the last day of the term of this agreement, if requested to do so by the City.

5. TORT PROVISION/INDEPENDENT CONTRACTOR

Hisel is an agent of City solely for tort claim purposes, as set forth in the Oregon Tort Claims Act. Except as expressly stated herein, City shall not be responsible for the negligent acts or omissions of Hisel. Hisel shall not be responsible for the negligent acts or omissions of City. Hisel represents and warrants that he is an independent contractor and neither an employee, nor an agent of City except as stated above. Hisel is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement. Hisel shall have complete and exclusive control over the manner and means by which services are performed.

6. WORKERS' COMPENSATION COVERAGE

No workers' compensation insurance has been or will be obtained by City on account of Hisel. Upon request, Hisel shall provide City with a copy of his certificate of compliance with applicable workers' compensation laws.

7. ASSIGNABILITY

The obligations of the parties under this agreement are personal and may not be assigned without the prior written consent of the other party. Additional pro tem judges may serve in instances of Hisel's unavailability for any reason.

8. ATTORNEY FEES

In the event of legal action to enforce the terms of this contract, the prevailing party shall be entitled to attorney fees and other costs and expenses of litigation through and including trial and appeal.

9. ENTIRE AGREEMENT/NONWAIVER

This is the entire agreement of the parties and it may be modified only in writing signed by both parties. If any provision of this contract is held to be unenforceable by a court of competent jurisdiction, the remainder of the contract shall remain in full force and effect. A failure of either party to enforce any provision of this contract shall not be deemed a waiver of any other provision of the contract or of any subsequent breach.

CITY OF KEIZER, an Oregon
municipal corporation

By:_____
Cathy Clark, Mayor

Dated:_____

_____
Aaron P. Hisel

Dated:_____

APPROVED AS TO FORM:

_____
Keizer City Attorney

MUNICIPAL JUDGE PRO TEM SERVICES CONTRACT

This agreement made this _____ day of _____, 2026, by and between the City of Keizer, an Oregon municipal corporation (hereinafter referred to as "City"), and Patrick J. Mercurio (hereinafter referred to as "Mercurio").

WHEREAS City wishes to continue the services of Mercurio as municipal court judge pro tem; and

WHEREAS Mercurio wishes to continue to serve in that capacity; and

WHEREAS City and Mercurio believe it is important to define this relationship under a contractual format to provide for a clear understanding of the terms and employment, duties/expectations, and compensation for services rendered;

NOW, THEREFORE the parties agree as follows:

1. TERM

The term of this contract shall be from _____, 2026 and continuing until _____, 20__, or until this contract is terminated or renewed as herein provided. This contract may be renewed for two (2) two-year terms if agreeable by all parties. Renewal of this contract will be contingent upon the approval of the costs in the City's annual fiscal year budget.

2. SCOPE OF SERVICES

2.1 Mercurio shall preside over the Keizer Municipal Court when serving as pro tem and exercise original jurisdiction of all offenses defined and made punishable by the ordinances of City and the general applicable laws of the state of Oregon. Mercurio's jurisdiction is conferred by the Keizer City Charter and appointment by the Keizer City Council and is independent of this Contract.

2.2 Mercurio shall conduct arraignments and hearings/trials of the municipal court.

2.3 Mercurio shall perform the functions and duties specified in the attached Scope of Services.

2.4 City reserves the right to reduce the level of service based on available

funding upon sixty (60) days' notice to Mercurio.

3. COMPENSATION

City shall pay Mercurio for services provided in the following manner and amounts:

3.1 City shall pay Mercurio a sum of $125.00 per billable hour with a two-hour minimum per court session, prorated to each tenth of an hour. "Court session" shall be limited to no more than two (2) per day and such sessions shall be scheduled to minimize the revenue impact to City considering the totality of all circumstances. "Billable hours" shall be defined as time spent in arraignments and hearings/trials associated with the municipal court.

3.2 Mercurio shall be paid based on monthly invoices and the total hours shall not exceed twenty-four (24) hours per month without prior written consent of the City Manager or his/her designee.

4. TERMINATION

This agreement may be terminated by the mutual consent of both parties. In addition, this agreement may be terminated by either party with thirty (30) days written notice. Mercurio agrees to complete any work which is in progress as of the last day of the term of this agreement, if requested to do so by the City.

5. TORT PROVISION/INDEPENDENT CONTRACTOR

Mercurio is an agent of City solely for tort claim purposes, as set forth in the Oregon Tort Claims Act. Except as expressly stated herein, City shall not be responsible for the negligent acts or omissions of Mercurio. Mercurio shall not be responsible for the negligent acts or omissions of City. Mercurio represents and warrants that he is an independent contractor and neither an employee, nor an agent of City except as stated above. Mercurio is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement. Mercurio shall have complete and exclusive control over the manner and means by which services are performed.

6. WORKERS' COMPENSATION COVERAGE

No workers' compensation insurance has been or will be obtained by City on account of Mercurio. Upon request, Mercurio shall provide City with a copy of his certificate of compliance with applicable workers' compensation laws.

7. ASSIGNABILITY

The obligations of the parties under this agreement are personal and may not be assigned without the prior written consent of the other party. Additional pro tem judges may serve in instances of Mercurio's unavailability for any reason.

8. ATTORNEY FEES

In the event of legal action to enforce the terms of this contract, the prevailing party shall be entitled to attorney fees and other costs and expenses of litigation through and including trial and appeal.

9. ENTIRE AGREEMENT/NONWAIVER

This is the entire agreement of the parties and it may be modified only in writing signed by both parties. If any provision of this contract is held to be unenforceable by a court of competent jurisdiction, the remainder of the contract shall remain in full force and effect. A failure of either party to enforce any provision of this contract shall not be deemed a waiver of any other provision of the contract or of any subsequent breach.

CITY OF KEIZER, an Oregon
municipal corporation

By:_____
Cathy Clark, Mayor

Dated:_____

_____
Patrick J. Mercurio

Dated:_____

APPROVED AS TO FORM:

_____
Keizer City Attorney

City of Keizer
Municipal Court Judge Pro Tem Scope of Services

GENERAL STATEMENT OF DUTIES:
Serves as the judicial officer of the City. Performs judicial activities and oversees the judicial functions of the court, ensuring conformance with legal and departmental requirements. Works as an independent contractor with provisions set forth by the City Council. The City Council has the sole authority to appoint and remove the Municipal Court Judge Pro Tem as an officer of the City under the Charter for the City of Keizer. The Municipal Court Judge Pro Tem serves at the pleasure of the City Council and may be removed by the City Council at any time without cause.

The Municipal Judge Pro Tem shall exercise original and exclusive jurisdiction of all crimes, violations and all actions brought to recover or enforce forfeiture or penalties defined or authorized by ordinances of the City including adopted state criminal and vehicle codes. The Judge shall have authority to issue process for the arrest of any person accused of an offense against the ordinances of the City, to commit any such person to jail or admit them to bail pending trial, to issue subpoenas, to compel witnesses to appear and testify in court on the trial of any cause before the Court, to compel obedience to such subpoenas, to issue any process necessary to carry into effect the judgments of the court, and to punish witnesses and others for contempt of the court. When not governed by ordinances or this Charter, all proceedings in the municipal court for the violation of a City ordinance shall be governed by the applicable laws of the State governing justices of the peace and justice courts. Nothing in this section shall preclude transfer of all or part of the municipal court jurisdiction to a state court.

SUPERVISION RECEIVED:
The Municipal Court Judge Pro Tem works under the executive direction of the City Council. The Mayor is the official contact person. The judge operates independently as to judicial decisions, responsibilities and functions.

SUPERVISION EXERCISED:
The judge shall exercise discretion in execution of their municipal court responsibilities. The day-to-day job supervision and evaluation of the court personnel shall be the responsibility of the Finance Director or other designee of the City Manager. The judge will consult and cooperate with the Finance Director concerning all aspects of the operation of the court and court personnel and assist with the evaluation of court personnel. The hiring and termination of court personnel shall be done following city personnel procedures for employees who are responsible to the City Manager. The Judge may not appoint assistants and/or pro-tem judges to fulfill specific functions or roles.

EDUCATIONAL, LICENSING AND TRAINING REQUIREMENTS:
Juris Doctor law degree and a minimum of five (5) years' experience, with eight (8) years

preferred in the areas of municipal and criminal law, trial experience or experience as an administrative hearings officer, arbitrator or judge; or any equivalent combination of experience and training that demonstrates the knowledge, skill and abilities described above. Member in good standing with the Oregon State Bar. Possession of a valid driver license and proper insurance if required to drive for work-related activities.

The Judge should be able to demonstrate any equivalent combination of education and experience that provides the Judge with the knowledge, skills and abilities that would be required to possess a Juris Doctorate degree and a minimum of five years of progressively responsible legal experience. Experience presiding over hearings, working with municipal entities, or working in an organization presenting comparable complex challenges is preferred.

MINIMUM QUALIFICATIONS FOR PRO TEM:

- Licensed by the Oregon State Bar to practice law in Oregon
- A member in good standing with the Oregon State Bar
- Previous Municipal Court experience to provide knowledge of procedures and functions

ADDITIONAL MINIMUM QUALIFICATIONS FOR PRESIDING JUDGE

- A member of the Oregon Municipal Judge Association at the time of signing the Municipal Judge Services Contract
- Completed the course required under ORS 221.142 prior to being seated
- Citizen of the United States and resident of the State of Oregon during position appointment

REQUIRED KNOWLEDGE AND SKILLS:

Knowledge of:

- Oregon and United States Constitution
- Oregon Revised Statutes (ORS)
- Oregon Administrative Rules (OAR)
- Oregon Uniform Motor Vehicle Code
- Oregon Criminal Code
- City of Keizer Municipal Code
- City of Keizer Development Code
- Case Law and Court Management

Ability to:

- Ensure all Municipal Court operations are diligently and courteously conducted
- Demonstrate an impartial, non-discriminatory approach to all court activities
- Avoid appearance of conflicts of interest and exercise sound judgment, keeping individual personal interests separate from responsibilities as Municipal Court Judge
- Manage court environment to ensure individuals are heard and respected. Maintain an appearance of independent and professional court demeanor
- Listen actively and attentively to all who come before the court
- Manage and administer Municipal Court operations in an efficient and timely manner

- Be creative in developing practical solutions to problems faced in the course of court functions
- Analyze and appraise case facts, rules of evidence and jurisdiction
- Manage and initiate court programs in cooperation with the City Attorney and court staff to secure compliance with court orders, fines, assessments and sentences
- Manage the proper maintenance and use of confidential information
- Manage case loads and court calendar
- Provide advice and training to Court staff
- Provide timely explanation of rulings to City Attorney, Defense Attorneys, Police Officers, defendants and City officials as the Oregon Code of Judicial Ethics allow
- Be punctual and consistent in attendance
- Demonstrate conduct and language that reflects positively on the City of Keizer
- Concisely communicate verbally and in writing and insure open channels of communication between the court, its users, City Council and other City departments
- Establish and maintain effective working relationships with City Council, Court staff, City Department Heads, and the general public
- Organize and prepare annual or semi-annual reports as requested by the City Council
- Assist the City Manager and Finance Director in preparation of annual Municipal Court budget
- Work with the Finance Director to manage court costs and expenditures in compliance with adopted budget requirements

City Council Meeting Date: September 8, 2026

To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Adam Brown, City Manager

Subject: Keizer Sports Parks Management

Proposed Motion

I move that the Keizer City Council approve Resolution R2026-_____ A resolution amending the facility management agreement between the City of Keizer and KLLP SFM, LLC.

I. Summary

The City currently has separate management agreements for two City-owned sports facilities: KLLP SFM, LLC (also referred to as The Sports Facilities Companies) manages Keizer Little League Park, and Keizer Community Field Association (KCFA) manages the multi-sports synthetic turf fields at 1900 Chemawa Road N. Staff requests authorization to consolidate professional management of the facilities by amending the KLLP SFM, LLC agreement and terminating the Keizer Community Field Association agreement in accordance with its termination provisions.

II. Background

A. The City owns the artificial turf sports fields at 1900 Chemawa Road N. and entered into a management agreement with Keizer Community Field Association for their management and maintenance. The agreement runs through April 30, 2027, unless earlier terminated or renewed.

B. Under the Keizer Community Field Association agreement, the manager is responsible for field and facility maintenance, scheduling, fee collection, condition monitoring, reporting, bookkeeping, insurance, security, complaint response, and compliance with applicable laws and City rules.

C. The Keizer Community Field Association agreement permits either party to terminate with 30 days' written notice. Upon termination, the manager must cease management activities, return City property and equipment, provide a current field schedule, make the required prorated sinking-fund payment, and assign or terminate affected third-party agreements at the City's discretion. The City Manager, as the contracting agent, can terminate the contract with 30 days notice.

D. Effective January 7, 2026, the City entered into a five-year Facility Management

Agreement with KLLP SFM, LLC for Keizer Little League Park at or near 5245 Ridge Drive NE. KLLP SFM, LLC serves as the facility's sole and exclusive manager and operator under the agreement.

E. KLLP SFM, LLC's scope includes staffing, marketing, maintenance, event management, sponsorship and advertising sales, scheduling, accounting, security, concessions, customer surveys, complaint handling, and day-to-day operations.

F. The KLLP SFM, LLC agreement requires changes to be made through a written supplemental agreement executed and approved by both parties.

III. Current Situation

A. Both facilities underperformed for different reasons in their first operating period. KCFA struggled to break even the first year of operation. Since April of 2026 though, the operators have made significant changes and are on track to meet monthly goals that would provide for the money to be set aside for the sinking fund. If the agreement is terminated and operations moved to KLLP SFM, LLC we anticipate about $70,000 in revenue from the synthetic turf fields being available.

B. KLLP SFM, LLC struggled because of additional infrastructure costs needed to update the facility prior to play and then, once play began, the tournaments which were anticipated to repay the investments made into the facility, withdrew, leaving a large gap in funding to continue. KLLP SFM, LLC has not paid themselves since April 2026 so that they could meet other financial obligations.

C. A six-month evaluation was held in July and a plan was proposed to reduce the monthly management fee and to combine operations with the Synthetic Turf Fields.

D. Two separate entities currently have contractual responsibility for managing City-owned sports facilities, with different operating, financial reporting, maintenance, scheduling, and termination structures.

E. The proposed amendment would add the Keizer Multi-Sports Synthetic Turf Fields to the facilities and services managed by KLLP SFM, LLC, as specified in the attached amendment.

F. Approval would authorize staff to issue the required written termination notice to Keizer Community Field Association and coordinate the transfer of schedules, records, equipment, contracts, access credentials, and operational responsibilities.

G. Implementation would be coordinated to maintain reservations, league play, public access, maintenance, insurance coverage, and customer communications during the transition.

H. Short of having our own recreation department or division, having one contractor gives us a privatized department for all intents and purposes.

I. The financial forecast shows the two facilities operating together. A goal staff wants to strive for is to continue to put away funds for the replacement of the synthetic turf in a time frame of about 8 years. This has been built into the amendment to the agreement.

J. Staff analyzed three options.
    1. The first option was to furlough KLLP SFM, LLC through February 2027. We would not incur the management fee, but they would take over management of the artificial turf field, and we would just cover the cost of the general manager. The management fee would be forgiven for the first year.

    2. The second option is having SFC take over the synthetic turf fields and continue operations at the baseball park. Under this scenario, SFC offered to reduce their management fee to $10,000 per month, which would increase by $500 each anniversary year of the agreement. There would be a possibility, under both scenario 1 and 2, to earn back lost management fees if the company is able to recover the funds paid by the city to front operations and the additional appropriations made to continue operations.

    3. The third option was adding city staff to run the operations. This option anticipated reorganizing the public works department to run this most efficiently and outsourcing the maintenance of the field to seasonal help. The City Council also asked staff to look into specialized companies that maintain sports fields. Staff communicated with a company from Tualatin who specializing in sports fields. The company does not do weekly maintenance, though. They specialize in rejuvenating fields and doing annual maintenance such as aeration, reseeding, infield soil management, and trimming of boundaries and infields.

K. Additional immediate needs at the baseball park are to have a new utility vehicle and a second mower. The current utility vehicle has had over $6,000 in repairs this year, which is half the cost of a new utility vehicle. The second mower formerly used at the park could not be put back into service. The former operator paid the value of the $3,200 towards the replacement of the vehicle. Using a cooperative purchasing agreement, we can save some additional money on other park equipment and be able to purchase both pieces of equipment at a very economical rate. The purchase of these two pieces of equipment are built into the contract amendment which will require a budget amendment after the agreement is approved.

IV. Analysis

A. **Strategic Impact** - Consolidating sports park management under one professional facility-management structure is intended to improve consistency in scheduling, maintenance standards, financial reporting, customer service, marketing, and oversight. The KLLP SFM, LLC agreement already establishes detailed requirements for these functions at Keizer Little League Park.

B. **Financial** -
The existing KLLP SFM, LLC agreement provides for a base management fee of $16,500 per month in Year 1, increasing annually to $18,500 per month in Year 5, along with specified incentive, sponsorship, employee-compensation, and reimbursable-expense provisions. The amendment to the agreement would reduce the monthly management fee to $10,000 through the first anniversary of the agreement. It would increase by $500 per month each subsequent year.

The synthetic turf fields at Keizer Rapids Park has a deep and diverse established customer base. The amendment to the agreement with KLLP SFM, LLC address continued funding to the sinking fund for field replacement.

To have the funding to continue operations, the Finance Director has proposed that we rededicate money appropriated to Phase III of the synthetic turf fields to continue operations of the baseball park management. The funding intended for Phase III of the project would be supplanted by the Transportation Fund, which can be paid back over five years. The additional appropriations needed is approximately $171,376.

C. **Timing** -
Council action on September 9, 2026, would allow staff to provide the 30-day written termination notice required by the Keizer Community Field Association agreement and coordinate an orderly operational transition. The transition date should align with the effective date of the KLLP SFM, LLC amendment to avoid a gap in management responsibilities.

The council has requested bi-monthly reporting and an evaluation of the performance of the contractor in July 2027.

D. **Policy/Legal** -
The Keizer Community Field Association agreement allows either party to terminate upon 30 days' written notice and identifies the manager's transition obligations. The KLLP SFM, LLC agreement requires amendments to be in writing and approved and executed by both parties. Approval should be subject to final review by the City Attorney and confirmation of insurance, public-records, contracting, and transition requirements.

V. Alternatives

A. Alternative A: Approve the amendment to the KLLP SFM, LLC agreement as proposed. The City Manager will terminate the KCFA with 30-days notice.

B. Alternative B: Direct staff to revise the proposed amendment or transition terms and return to the City Council for further consideration.

C. Alternative C: Continue the agreement with KCFA and end the agreement with KLLP SFM, LLC. The City would need to pick up operations of the baseball softball park in the short term and look for other management alternatives.

D. Take No Action – The existing separate management agreements would remain in place, with Keizer Community Field Association continuing to manage the synthetic turf fields and KLLP SFM, LLC continuing to manage Keizer Little League Park.

VI. Recommendation

Staff recommends that the City Council approve an amendment to the Facility Management Agreement with KLLP SFM, LLC to include management of the Keizer Multi-Sports Synthetic Turf Fields.

Attachments

1. First Amendment To Keizer Facility Management Agreement_9 2 2026
2. Keizer Recreation FIelds 5 Yr Cash Flow Forecast_7 29 2026
3. Agreement_SFC_Keizer LIttle League Executed_1 7 2026
4. Signed Agreement for Multi-Sports Synthetic Turf Fields
5. resolution amending SFCs agreement

FIRST AMENDMENT TO FACILITY MANAGEMENT AGREEMENT

This First Amendment to Facility Management Agreement (the "First Amendment") is made and entered into on this ____ day of September, 2026 (the "Effective Date") by and between the City of Keizer, an Oregon municipal government (the "Owner") and Sports Facilities Management, LLC, a Florida limited liability company (the "Manager").

WHEREAS, Owner and Manager desire for Manager to continue to provide services to Owner per the terms of that Facility Management Agreement dated January 7, 2026 (the "Agreement") further subject to the additional 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:

1. Article 1, Definitions, the definition of Facility is hereby amended as follows:

   Facility: The "Facility" shall have the meaning ascribed to such term in the Recitals to this Agreement. "Facility" shall also include 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 1590 Chemawa Rd N, Keizer, Oregon 97303, as the same exist now or may exist in the future, known as "Keizer Community Fields" or any other name that may be identified in the future.

2. Exhibit B, Manager Compensation, Section 1, Base Management Fee, is hereby amended and replaced in its entirety with the following:

   Base Management Fee. During the Term, Owner shall pay to Manager a monthly fee for its management services (the "Base Management Fee") in equal monthly installments of Ten Thousand Dollars ($10,000) per month. Upon the second anniversary of the Effective Date, and each anniversary of the Effective Date thereafter, the Base Management Fee shall increase as follows:

   - Year 3: Ten Thousand Five Hundred Dollars ($10,500) per month
   - Year 4: Eleven Thousand Dollars ($11,000) per month
   - Year 5: Eleven Thousand Five Hundred Dollars ($11,500) per month

3. Exhibit B, Manager Compensation, Section 2, Deferred Management Incentive Fee, is hereby amended and replaced in its entirety with the following:

   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. Owner will pay the Deferred Management Incentive Fee in an amount equal to fifty percent (50%) of total revenue minus total expenses ("Net Profit") at the Facility. This deferred management incentive fee is capped to the amount of the original base management fee and will only go into effect after Owner recovers the original seed money amounts of one hundred forty-five thousand dollars ($145,000) and any additional, more recent general fund appropriations paid by Owner for continuity of operations.

4. Sinking Fund Contributions for the Synthetic Turf Fields. Manager further agrees that Owner will establish an owner-controlled sinking fund account for the synthetic turf fields at Keizer Rapids Park. Manager and Owner agree that at least $100,000 a year will be paid into this sinking fund account before any deferred management incentive fee gets calculated.

Except as specifically modified herein, all the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect and the parties hereby ratify and confirm the Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this First Amendment to Services Agreement effective as of the Effective Date.

"Owner"	**"Manager"**
City of Keizer An Oregon municipal government	Sports Facilities Management, LLC a Florida limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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.

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

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

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

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

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

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

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

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

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

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

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

General Maintenance Standards

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

Field of Play Maintenance

Turf Areas

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

Infield Dirt

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

Pitcher's Mound and Batter's Boxes

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

Bases, Rubbers, and Anchors

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

Irrigation and Drainage

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

Fencing, Backstops, and Protective Netting

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

Dugouts and Player Areas

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

Sports Lighting

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

Spectator Areas

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

Restrooms, Concessions, and Support Facilities

Restrooms

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

Concession Facilities

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

Storage Areas

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

Landscaping and Grounds

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

Safety and Compliance

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

Appearance and General Condition

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

EXHIBIT B

MANAGER COMPENSATION

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

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

1. **Base Management Fee.** During the Term, Owner shall pay to Manager a monthly fee for its management services (the "Base Management Fee") in equal monthly installments 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.

Management Agreement for Keizer Multi-Sports Synthetic Turf Fields

PARTIES:

City of Keizer, an Oregon Municipal Corporation,
930 Chemawa Rd NE, Keizer, Oregon 97303 (hereinafter "City")

Keizer Community Field Association,
5094 Bailey Rd. NE, Keizer, OR (hereinafter "Manager")

RECITALS:

A. City owns real property and improvements located at 1900 Chemawa Rd N., Keizer, Marion County, Oregon. Such improvements include the artificial sports fields.

B. City and Manager desire to enter into an Agreement to outline the terms under which the Manager will oversee the management and maintenance of the artificial sports fields located at 1900 Chemawa Rd N, Keizer, Oregon 97303.

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

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

AGREEMENT:

1. Term. The term of this Agreement shall be from the date of full execution by both parties to April 30, 2027, or until this Agreement is terminated or renewed as herein provided. This Agreement may be renewed for two (2) one-year terms. Any renewal shall be in writing and signed by the parties. The City and the Manager will meet together after June 30 of each year of the term, but in no event later than November 1 of each year of the term, to review the operation of the facility.

2. Relationship of the Parties. Manager understands and agrees that they are a contractor and not an employee of the City of Keizer. Manager agrees that this contract arrangement does not create an employer/employee relationship with the City, and that this contractual relationship does not in any way create an entitlement to City benefits, PERS, sick leave, paid leave, or insurance. It is further understood that this Agreement is not, nor should it be construed as, a lease or an agreement in the nature of a lease. No covenant of quiet enjoyment shall be implied in this Agreement.

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

3. Responsibilities of Manager. Subject to the terms and conditions set forth herein, Manager agrees to the following for the term of this Agreement:

A. Field Maintenance. Manager shall:

a. Ensure regular maintenance of the turf fields with city equipment.
b. Keep the Field Utility Vehicle, Spreader, Groomer, and Sweeper clean. The equipment shall remain at the fields unless City staff determines a need elsewhere. The parties agree that City equipment can only be used by those who have been properly trained and signed the appropriate waiver before the use of said equipment.
c. Ensure that the turf will not be brushed with the steel spikes until October 1, 2027 unless agreed upon by the City.
d. Remove nets under freezing conditions.

B. Non-Field Facility Maintenance. Manager shall:

a. Bathroom. Maintain and provide supplies for the bathroom facility upon completion of construction. Any service of the portable toilets in addition to normal scheduled service will be the responsibility of the Manager.
b. Parking Lot. Provide general pick up of debris from the parking lot. Manager will maintain parking stall striping, including providing the paint, unless the lot is regraded by the City, in which case, the City will have it restriped.
c. Garbage. Remove garbage from the facility to receptacles. If a separate dumpster becomes necessary to be placed at the fields, the cost will be the responsibility of the Manager.
d. Concessions. Operate the concession at their discretion in accordance with State, County, and local law. Manager shall keep the storage areas neat and orderly. All equipment necessary for the operation of the concessions and expenses in association with concessions will be the responsibility of the Manager.

C. Field Scheduling. Manager shall coordinate and manage bookings for field usage, charging rates as set by City Council Resolution.

D. Condition Monitoring. Manager shall regularly inspect the fields for damage or wear and promptly communicate with City staff to arrange for repairs as necessary.

E. Vandalism. Manager shall monitor and repair any and all vandalism to the fields, fencing, and other facilities connected with the turf fields. Manager shall notify City immediately if vandalism occurs at the fields or field related facilities, such as the bathroom.

F. Compliance. Manager shall ensure compliance with any field rules and any other regulations of the City of Keizer.

G. Reporting. Manager shall provide regular updates and field utilization and issues to the City along with notifying all invitees or users of the fields of any known potential hazards

or dangers. The manager will meet twice a year with the City. Manager will meet with City staff first and then City Council between February 1st and March 15th. The second meeting shall occur between August 1st and October 15th. At the March meeting, Manager will pay any outstanding unencumbered profits toward any remaining sinking fund amounts owed.

H. User Fees. Manager shall collect and retain field rental fees as set by City Council Resolution.

I. Bookkeeping. Manager shall maintain a report of income and expenses for the facilities. Manager shall keep records of all payments/income received from the facilities and all expenses paid as a result of the facilities and shall supply full and complete copies of the records along with the report to the City no later than quarterly (July 1, October 1, January 1, and April 1) and within 30 days of City's request.

J. Insurance. Manager shall maintain in effect throughout the term of this Agreement for all Manager's activities, a public liability insurance policy naming the City as an additional insured in an amount of $1,000,000 for all damages arising out of bodily injury, including death, at any time, sustained by any one person in any one accident, and a limit of $2,000,000 for all damage arising of injury to or destruction of property. Such insurance provided by Manager, and naming the City, its officers, agents, contractors, and employees as an additional insured, is for coverage during Manager activities, occasioned wholly or in part by the acts or omission of the Manager, its agents, officers, participants, and employees while using City facilities or otherwise performing its activities in agreement with the City. Manager shall provide the insurance documentation to City within five (5) days of execution of this Agreement.

K. Discipline and Control. Manager shall enforce the "no alcoholic beverages/drugs" and tobacco/vaping-free rules, and handle crowd control at the fields. Manager has authority to eject such persons as necessary, but shall be responsible for any claims whatsoever in connection with such ejections.

L. Security. Manager shall maintain adequate security on the premises and its patrons. Manager and City will furnish the other with appropriate keys, combinations, or administrative access for the lock(s) to enter all areas of the property which may be secured. Manager will limit the number of keys, if any for access and will not provide combinations to anyone other than those who need it for access. A complete list of all individuals having keys shall be provided to City and updated within 24 hours of changes. The administrative access for the control of the field lock will be accessible to both parties at all times during this Agreement.

M. Fields Open to the Public. Manager understands that any individuals or groups may use the 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. Manager generally agrees that when the fields are not scheduled for use, the fields will operate as a public facility, open to any and all users except as stated herein. During the summer season, from June 1 to September 1 each year, reservations take priority. Field gates will be open

from 8:00 a.m. to 9:00 p.m. daily all year. For non-summer season, between September 1 and June 1 of each year, reservations take priority between the hours of 4:00 p.m. and 9:00 p.m. In accordance with City Resolution, scheduled games take precedence over practice during the weekdays and half-field reservations are only available Monday through Thursday.

N. Complaints. Manager shall appropriately respond to any complaints in a timely and professional manner. Written responses to complaints shall be kept (not altered or deleted). Manager shall promptly notify the City Manager of any problem that Manager is not able to resolve so that the City can rapidly respond. However, notice to the City Manager does not waive any obligation or duty of Manager.

O. Compliance with Law. Manager shall at all times conduct its operations and assure that the operations of all subcontractors and employees are conducted in full compliance with all applicable laws, ordinances and administrative regulations of federal government, the State of Oregon, Marion County, the City of Keizer, and the agencies of any and all of them. Any license or certificate required by such authorities must be obtained and posted at all times. This shall include, but is not limited to compliance with state and federal disability laws.

P. Banners and Field Sponsorships: Manager agrees to adhere to constitutional principals in the lawful allowance of advertising/banners at the park. The banners cannot cover more than half of any fencing segment because of wind. They must also leave at least a minimum of one foot of space from the top of the fence and have proper siping. Any revenue received as a result of banners shall be accounted for in the quarterly reports as described in 3.I. above. Field sponsors [sewed into the turf] must be given permission by City. Any funds received from field sponsors will be paid immediately to City to be placed into the City capital improvement fund. Field sponsorships shall be directed to and handled by the City directly.

Manager understands and agrees that the City will attempt to revise the Sign Code to allow signs on the outside of the fencing. Until the Sign Code is officially revised to allow signage on the outside of the fencing, Manager must apply to the City Council under Keizer Code, Chapter 36, Article IV for a long-term event for permission to place the signage on the outside of the fencing.

4. Responsibilities of the City. For the term of this Agreement, the City agrees to:

A. Equipment. The City shall:

a. Provide a Turf Utility Vehicle, Groomer, Spreader, and Sweeper for Manager's use.
b. Provide routine maintenance of the Gator, Spreader, and Sweeper which will include but not be limited to such things as oil changes and lubricating.
c. Provide shoe scrubbers for cleaning shoes prior to entry into the fields.

B. Non-Field Facility Maintenance. City shall:

a. Bathrooms. Provide and pay for one standard and one ADA chemical toilets until the bathrooms are constructed and opened. Additional chemical toilets necessary for tournament play shall be paid for by Manager and charged to the renter at cost per City Council Resolution.
b. Parking Lot Maintenance. Provide grading of the gravel parking lot as needed until it is paved. The City will restripe the parking stalls after grading.
c. Fence. Address any parts of the fence that need repair.
d. Bike Racks. Provide bike racks for the facility.

C. Concessions. City will allow food trucks during scheduled events in accordance with all applicable state, county, and local regulations, including, but not limited to, the Oregon Health Authority.

D. Fee Schedule. City shall place suggested facility fees before the Keizer City Council for consideration. All facility fees must be adopted by the Keizer City Council, excluding any revenue derived from food trucks.

E. Costs. The City will pay the electric through June 30, 2025. Thereafter, Manager shall pay the electric to the turf fields. Sanitary sewer costs for the bathrooms/concessions will be paid by the Manager. If additional chemical toilets are necessary as a result of field usage, the costs for the additional chemical toilets shall be paid by the Manager.

F. Resources. City shall provide the initial equipment required for parking lot striping, field maintenance, and game equipment including soccer goals; lacrosse goals; football pylons, yard markers and chains; 4 team benches; field marking equipment, a scoreboard controller, and a container or permanent facility for storage. Replacement of this initial equipment is the responsibility of the Manager and shall be paid by Manager.

G. Access. City shall grant Manager access to the fields, administrative access for control of the field lock, lights, and container as required for the performance of their duties.

H. Insurance. City will provide insurance coverage for times not under the management of Manager.

I. Interruption of Event. City, acting through the City Manager, reserves the right, in its sole discretion, to cancel, terminate or interrupt any event, and cause one or more patrons to be dismissed during any event, if necessary to protect the public or property. However, no action shall occur without consultation with 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 is/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.

5. Financial Contributions. Manager aims to shall pay to City $240,000 by April 30, 2027. If Manager falls short of the $120,000 in the first year, the amount owed will be made up in the second year by increasing the quarterly payment amounts. This amount shall be paid as follows: Manager shall make a contribution to the facility sinking fund equal to 80% of the profits up to $30,000 each quarter (July 1, October 1, January 1, and April 1). Such payment shall be made as that same time as the financial report is due. City shall set up the facility sinking fund to earn interest at market rate. Manager will be given credit one time each year toward the sinking fund of the interest earned on the contributions made that year.

6. Facility Improvements. Manager agrees that all improvements on the premises are the property of City. Manager further agrees that all permanent improvements made upon the premises by Manager or any other person or entity after the date of this Agreement become the property of the City. Any ADA requirements that are required as part of the Manager's proposed improvements will be paid by the Manager. If federal ADA laws require upgrades or improvements separate from a Manager proposed facility improvement, the City will construct and pay for them. Future facility improvements must be approved by the Keizer City Council with input by Manager. Any capital improvement required as a result of state and federal disability laws shall be constructed by City at City's expense.

7. Termination. This Agreement may be terminated by either party with 30 days' written notice. Upon termination, the Manager will cease all activities related to the management of the fields and promptly return any property or equipment belonging to the City. If either party exercises this clause, Manager agrees to supply City with an accurate and current schedule for the fields as well as paying a pro-rata (calculated per month) of the sinking fund. As an example, if this agreement is terminated by the City after two months, Manager would pay the City $20,000 as a two-month pro-rata payment. Upon termination, if there are other agreements between Manager and third parties that effect the facility, Manager agrees to either assign those over to the City or terminate them at the City's discretion.

8. Indemnification. Manager and City agree to indemnify and hold harmless the other party from any claims, liabilities, or damages arising out of their respective duties under this Agreement.

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

10. Default. Upon failure by Manager to perform any term, condition, or covenant of this Agreement within seven days after written notice from City has been sent by regular mail, addressed to Manager specifying the nature of the failure with reasonable particularity, City shall have the option to declare Manager to be in material breach and default hereunder and shall enable City to pursue its legal remedies including but not limited to those referred to in this Agreement.

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

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

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Oregon.

14. Amendments. Any amendments to this Agreement must be made in writing and signed by both parties.

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

16. Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings.

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

City:

Signature: _____
Name: Adam J. Brown
Title: City Manager

Manager:

Signature: _____
Name: Rebecca Finerar
Title: General Manager

Approved as to form:

_____
Keizer City Attorney

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2026-_____
A RESOLUTION AMENDING THE FACILITY MANAGEMENT AGREEMENT BETWEEN THE CITY OF KEIZER AND KLLP SFM, LLC

WHEREAS, the City of Keizer is currently a party to a facility management agreement with KLLP SFM, LLC for the management of its little league ball fields; and

WHEREAS, the parties wish to amend the agreement to add in the management of the artificial turf fields at Keizer Rapids Park and reduce the monthly management fee;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to amend the current facility management agreement with KLLP, SFM, LLC to add in the management of the artificial turf fields at Keizer Rapids Park.

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

PASSED this _____ day of _____, 2026.

SIGNED this _____ day of _____, 2026.

_____
Mayor

_____
City Recorder

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

THE NCS™

THE NATIONAL COMMUNITY SURVEY™

Keizer, OR

The National Community Survey

Report of Results
2026

Report by:

National Research Center

POWERED BY POLCO

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National Research Center at Polco is a charter member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices.

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About The NCS™

The National Community Survey™ (The NCS™) report is about the "livability" of Keizer. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The NCS was developed by the experts from National Research Center at Polco in partnership with the International City/County Management Association (ICMA) and has been administered in hundreds of communities across the United States.

Great communities are partnerships of the government, private sector, community-based organizations, and residents, all geographically connected. The NCS focuses on the livability of Keizer by categorizing survey questions into the ten main "facets" of community livability shown below, in addition to ratings for quality of life and local governance. These facets have been identified through years of extensive survey research as those that are most impactful to residents' quality of life.

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Community Connection

The report provides the opinions of a representative sample of 396 residents of the City of Keizer collected from March 2nd, 2026 to April 27th, 2026. The margin of error around any reported percentage is 5% for all respondents. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Keizer.

Reporting Results

For the most part, the percentages presented in this report represent the “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey, respondents may answer “don’t know.” The proportion of respondents giving a "don't know" response is shown in the full set of responses included in the “Complete Data” section; however, these responses have been removed from the analyses presented in the main body of the report. Therefore, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Benchmark Comparisons

Polco’s database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 400 communities whose residents evaluated the same kinds of topics on The NCS. The comparison evaluations include surveys from the past five years. If a jurisdiction has conducted multiple efforts in the past five years, only the most recent survey is included in the benchmark database. Polco adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range.

In each tab, Keizer's results are noted as being “higher” than the benchmark, “lower” than the benchmark, or “similar” to the benchmark, meaning that the average rating given by Keizer residents is within 10 points of the rolling national average. Being rated as “higher” or “lower” than the benchmark means that Keizer's average rating for a particular item was more than 10 points different than the benchmark. If a rating was “much higher” or “much lower,” then Keizer's average rating was more than 20 points different when compared to the benchmark.

In addition to these national benchmarks, comparisons were also made to a smaller cohort of communities that align more closely to the demographics in Keizer. This cohort included Twin Falls (Idaho), Albany, Ashland, Clatsop County, Corvallis, Oregon City, Tigard, Tualatin, West Linn and Wilsonville (Oregon), Bainbridge Island, Issaquah, Lacey, Lakewood, Lynnwood, Mercer Island, Mountlake Terrace, Puyallup and Richland (Washington), Benicia, El Cerrito, Menlo Park, Santa Cruz and South Lake Tahoe (California). Comparisons to these communities can be found throughout the report and in the Custom Benchmarks tab.

Methods

Selecting Survey Recipients

All households within the City of Keizer were eligible to participate in the survey. A list of all households within the zip codes serving Keizer was purchased from Polco's mailing vendor, based on updated listings from the United States Postal Service.

Since some of the zip codes that serve Keizer households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of Keizer boundaries were removed from the list of potential households to survey. Each address identified as being within City boundaries was further identified as being within one of the six areas. From that list, addresses were randomly selected as survey recipients, with multi-family housing units sampled at a rate of 5:3 compared to single family housing units.

Conducting the Random Sample Survey

The 6,000 randomly selected households received mailings beginning on March 2nd, 2026 and data collection for the survey remained open for eight weeks. The first mailing was a postcard inviting the household to participate in the survey online. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. All mailings included a web link to give residents the opportunity to respond to the survey online, as well as QR codes to further encourage participation.

The survey was available in English and Spanish. All mailings contained paragraphs in both languages instructing participants on how to access the survey in their preferred language.

About 2% of the 6,000 mailed invitations were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 5,853 households that received the invitations to participate, 396 completed the survey, providing an overall response rate of 7%. Of the 396 responses, 394 were completed in English and 2 were completed in Spanish.The response rate was calculated using AAPOR's response rate #2 for mailed surveys of unnamed persons.[1]

It is customary to describe the precision of estimates by a "level of confidence" and accompanying "confidence interval" (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval quantifies the sampling error or imprecision of the survey results based on the total number of responses received. This is because *some* residents' opinions are relied on to estimate *all* residents' opinions. The margin of error for the City of Keizer survey is no greater than plus or minus five percentage points around any given percent reported for all respondents (396 completed surveys).

Conducting the Open Participation Survey

In addition to the randomly selected "probability sample" of households, a link to an online open-participation survey was publicized by the City of Keizer. The open-participation survey was identical to the random sample survey, with two small updates; it asked a question to confirm the respondent was a resident of Keizer and also a question about where they heard about the survey.

The open-participation survey was open to all city residents and became available on March 30th, 2026. The survey remained open for four weeks and 108 responses were received. The data presented in the following report excludes the open participation survey data, but the online report includes a tab which provides the complete open participation results.

Analyzing the Data

Responses from mailed surveys were entered into an electronic dataset using a “key and verify” method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python, and Tableau.

The demographics of the survey respondents were compared to those found in the 2020 Census and 2024 American Community Survey estimates for adults in the City of Keizer. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.[2] The results of the weighting scheme for the probability sample are presented in the following table.

Polco aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target[3]
Age	18-34	**7%**	**30%**	**30%**
	35-54	**20%**	**32%**	**32%**
	55+	**73%**	**38%**	**38%**
Area	Greater Gubser Neighborhood Association	**25%**	**21%**	**21%**
	Greater North East Keizer Neighborhood Association	**7%**	**12%**	**12%**
	No Neighborhood Association	**30%**	**24%**	**24%**
	Northwest Keizer Neighborhood Association	**8%**	**11%**	**11%**
	Southeast Neighborhood Association	**10%**	**15%**	**15%**
	West Keizer Neighborhood Association	**19%**	**17%**	**17%**
Hispanic origin	No, not of Hispanic, Latino/a/x, or Spanish origin	**94%**	**80%**	**80%**
	Yes, I consider myself to be of Hispanic, Latino/a/x, or Spanish origin	**6%**	**20%**	**20%**
Housing tenure	Own	**84%**	**63%**	**63%**
	Rent	**16%**	**37%**	**37%**
Housing type	Attached	**19%**	**35%**	**35%**
	Detached	**81%**	**65%**	**65%**
Race & Hispanic origin	Not white alone	**14%**	**27%**	**27%**
	White alone, not Hispanic or Latino	**86%**	**73%**	**73%**
Sex	Man	**38%**	**46%**	**46%**
	Woman	**62%**	**54%**	**54%**
Sex/age	Man 18-34	**3%**	**13%**	**13%**
	Man 35-54	**6%**	**16%**	**16%**
	Man 55+	**28%**	**17%**	**17%**
	Woman 18-34	**4%**	**17%**	**17%**
	Woman 35-54	**14%**	**16%**	**16%**
	Woman 55+	**44%**	**21%**	**21%**

Study Limitations

All public opinion research is subject to unmeasured error. While the methodologies employed for this survey were designed to minimize this error as much as possible, these other sources of potential error should be acknowledged, and can include non-response error, coverage error, recall bias, and social desirability bias.

Non-response error arises when those who were selected to participate in the survey did not do so, and may have different opinions or experiences that survey responders. For general resident surveys, where the results are meant to be generalized to the entire adult population living in households, the mailing lists based on the Delivery Sequence File from the United States Post Office may exclude certain types of housing units, such as those in multi-family buildings where mail is addressed to a named resident at the address rather than to a specific unit or where residents only receive their mail at a post office box and the geographic location of a residence cannot be determined, there may be a *coverage error*, although for most locations, this is minimal. Respondents may not perfectly remember their experiences in the past year (such as participation in social or civic events, for example), and for some survey items, they may answer in ways they think cast their responses in a more favorable light (*recall bias* and *social desirability bias*).

Survey Validity

See the Polco Knowledge Base article on survey validity at https://blog.polco.us/polco-knowledgebase/margin-of-error-and-confidence-level-in-survey-results

Contact

The City of Keizer funded this research. Please contact Adam Brown of the City of Keizer at brownA@keizeror.gov if you have any questions about the survey.

1. See AAPOR's Standard Definitions for more information at https://aapor.org/standards-and-ethics/standard-definitions/
2. Pasek, J. (2014). ANES Weighting Algorithm. Retrieved from https://surveyinsights.org/wp-content/uploads/2014/07/Full-anesrake-paper.pdf
3. Targets come from the 2020 Census and 2024 American Community Survey

Key Findings

Community Strengths

Residents see Keizer as a strong place to live and raise children.

• About three-fourths reported a positive view of the overall quality of life (75%).

• Roughly 8 in 10 respondents gave favorable marks to Keizer as a place to live (80%) and raise children (82%).

• About 9 in 10 respondents said they would recommend living in Keizer to someone who asks (85%).

Community members feel safe in the places they go day to day.

• About 7 in 10 respondents offered positive feedback on the overall feeling of safety (70%).

• About 9 in 10 residents said they felt safe in their neighborhood during the day (90%).

• Roughly 8 in 10 respondents felt safe in Keizer's downtown/commercial area during the day (81%).

• About 8 in 10 participants indicated they felt safe from violent crime (78%), and fire, flood, or other natural disaster (84%).

Parks, cleanliness, and environmental services help support quality of life.

• About 7 in 10 residents gave favorable ratings to the overall quality of natural environment (74%) and the overall quality of parks and recreation opportunities (71%).

• Nearly 3 in 4 community members described City parks (73%) and the overall quality of the natural environment (74%) as excellent or good.

• Over 7 in 10 respondents expressed positive views of Keizer's cleanliness (71%), recycling (72%), and yard waste pick-up (76%).

Focus Areas

Economic opportunity and affordability remain key areas to strengthen.

• About 3 in 10 residents rated employment opportunities positively (27%); this result was lower than the national benchmark, though similar to the custom benchmark.

• About half of respondents viewed Keizer as a place to work positively (51%).

• About 4 in 10 community members gave favorable marks to cost of living (36%), though this was similar to both benchmarks.

• Fewer than 4 in 10 respondents rated Keizer as a place to visit favorably (38%), lower than the national and custom benchmarks.

Education, arts, and culture results suggest residents want more options.

• About 3 in 10 respondents rated overall opportunities for education, culture, and the arts positively (35%), lower than the national and custom benchmarks.

• About 4 in 10 residents said opportunities to attend cultural/arts/music activities were excellent or good (44%), lower than both benchmarks.

• Fewer than 3 in 10 community members offered positive reviews of adult educational opportunities (29%), lower than the national and custom benchmarks.

• Just over half of respondents gave favorable marks to public library services (53%), much lower than both the national and custom benchmarks.

Community design, mobility choices, and recreation amenities show room for improvement.

• About 4 in 10 respondents rated public places where people want to spend time positively (42%), lower than the national benchmark while similar to the custom benchmark.

• While roughly 7 in 10 residents rated ease of travel by car positively (72%), fewer expressed positive views of ease of travel by public transportation (43%) and ease of travel by bicycle (36%).

• Just over half of respondents rated the availability of paths and walking trails positively (53%) and shared positive feedback about recreational opportunities (55%); both were lower than the national and custom benchmarks.

• About 3 in 10 residents rated the availability of affordable quality housing positively (28%), similar to the national and custom benchmarks.

Other Notable Results

Residents emphasize public safety priorities and rely on a mix of online and community channels for city information.

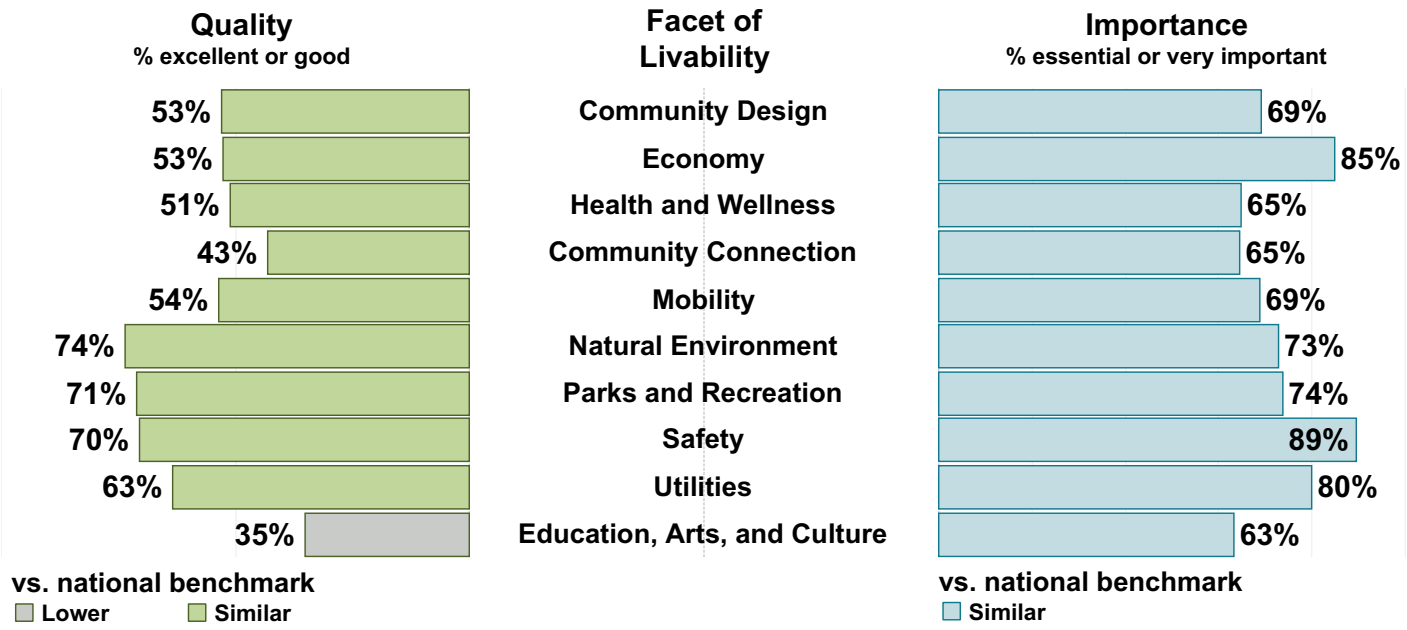
• Over 9 in 10 respondents said it was important for the City to focus on Public Safety (e.g., police, fire, emergency response) (90%), and roughly 8 in 10 prioritized Transportation & Infrastructure (e.g., streets, traffic, utilities) (83%) and Operational Efficiency & Quality of Service (e.g., cost-effective services, responsiveness) (83%).
• About 7 in 10 respondents supported continuing fluoride treatment of the City's drinking water (75%).
• Many residents named the City website (87%), social media (Facebook, YouTube, Instagram) (82%), and word-of-mouth (82%) as major or minor sources for city information.

Facets of Livability

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is conside..

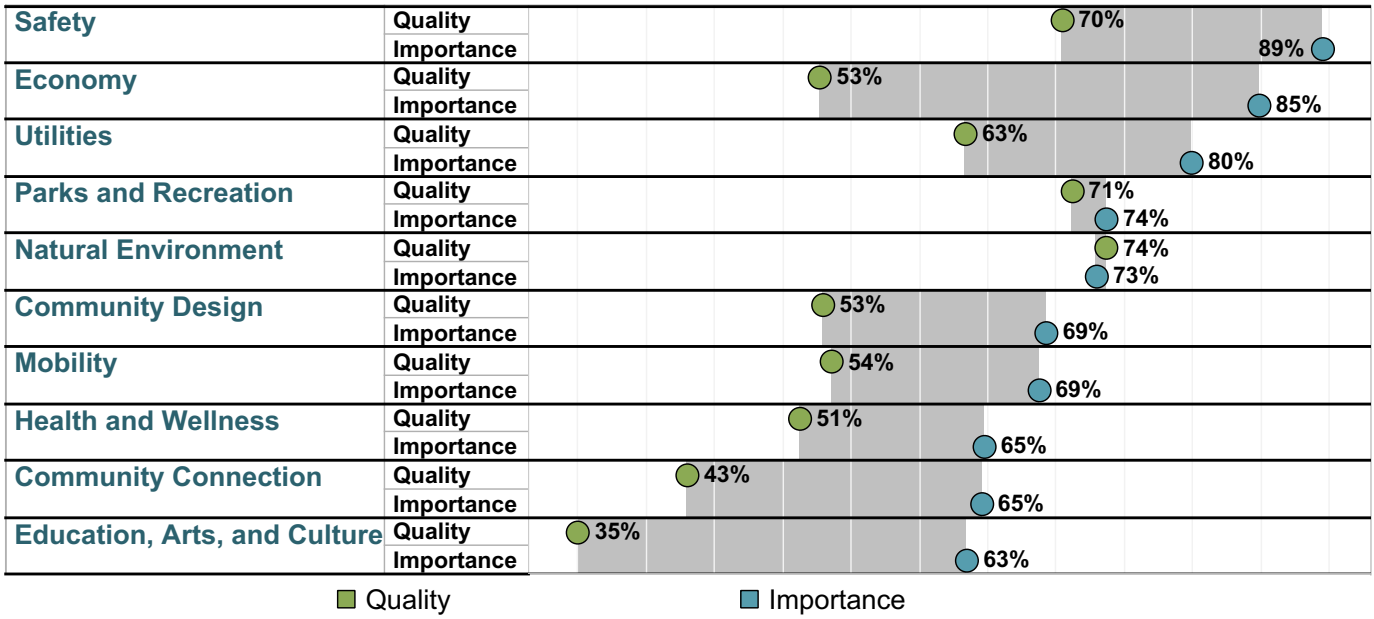
Quality and Importance by the Numbers

The chart below shows the proportion of respondents who provided excellent or good quality ratings for each of the ten facets of community livability (shown in green). Also displayed are the importance ratings for each of the ten facets (percent essential or very important, shown in blue). Finally, the shading in each chart corresponds with the national benchmark comparison.



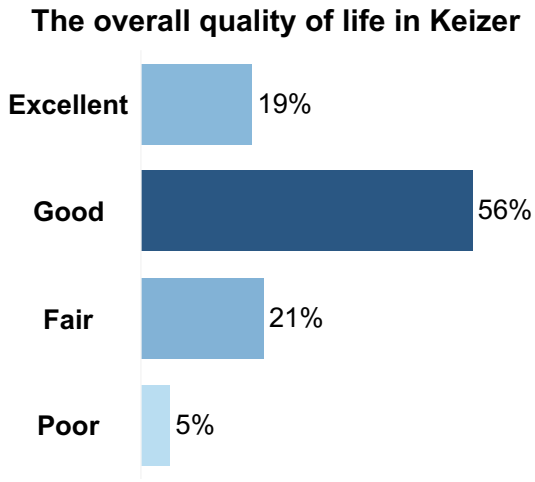
Quality/Importance Gap Analysis

The gap analysis chart below shows the same data as above; however, this chart illustrates the differences in quality and importance ratings for each facet, as well as the absolute ratings for each.



Quality of Life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.



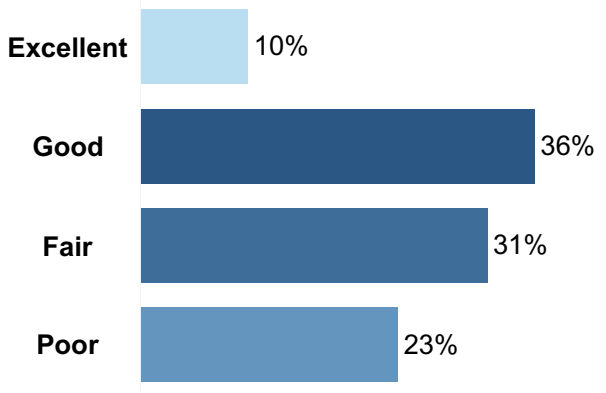
Please rate each of the following aspects of quality of life in Keizer. **(% excellent or good)**		**vs. national benchmark[7]**	**vs. custom benchmark[8]**
Keizer as a place to live	80%	Similar	Similar
The overall quality of life in Keizer	75%	Similar	Similar
Please indicate how likely or unlikely you are to do each of the following. **(% very or somewhat likely)**			
Recommend living in Keizer to someone who asks	85%	Similar	Similar
Please rate each of the following in the Keizer community. **(% excellent or good)**			
Overall image or reputation of Keizer	66%	Similar	Similar

7. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
8. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Governance

Strong local governments deliver results that meet residents' needs, use resources effectively, and respond to both current and future community priorities.

Overall confidence in Keizer government



Please rate the quality of each of the following services in Keizer.
(% excellent or good)

		vs. national benchmark[9]	vs. custom benchmark[10]
Overall customer service by Keizer employees (police, receptionists, planners, etc.)	76%	Similar	Similar
Public information services	52%	Similar	Similar

Please rate the following categories of Keizer government performance.
(% excellent or good)

Treating residents with respect	58%	Similar	Similar
Treating all residents fairly	55%	Similar	Similar
Generally acting in the best interest of the community	54%	Similar	Similar
The overall direction that Keizer is taking	53%	Similar	Similar
Being honest	53%	Similar	Similar
Informing residents about issues facing the community	46%	Similar	Similar
Overall confidence in Keizer government	45%	Similar	Similar
Being open and transparent to the public	44%	Similar	Similar
The value of services for the taxes paid to Keizer	43%	Similar	Similar
The job Keizer government does at welcoming resident involvement	40%	Similar	Similar

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)

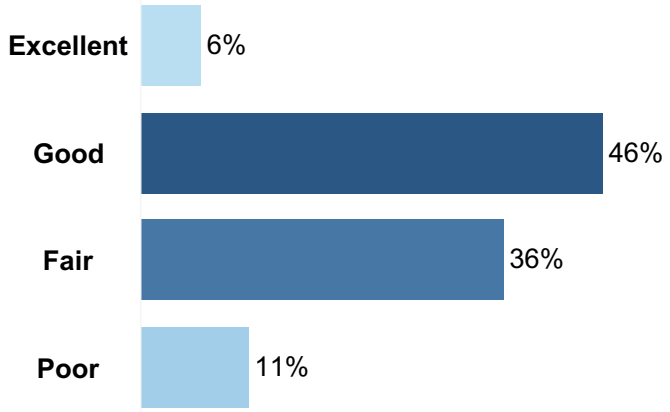
Contacted the City of Keizer (in-person, phone, email, or web) for help or information	33%	Lower	Similar
Watched (online or on television) a local public meeting	24%	Similar	Similar
Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.)	17%	Similar	Similar
Contacted Keizer elected officials (in-person, phone, email, or web) to express your opinion	14%	Similar	Similar

9. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
10. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

Overall economic health of Keizer



Please rate each of the following aspects of quality of life in Keizer.
(% excellent or good)

		vs. national benchmark[11]	vs. custom benchmark[12]
Keizer as a place to work	51%	Similar	Similar
Keizer as a place to visit	38%	Lower	Lower

Please rate each of the following characteristics as they relate to Keizer as a whole.
(% excellent or good)

Overall economic health of Keizer	53%	Similar	Similar

Please rate each of the following in the Keizer community.
(% excellent or good)

Shopping opportunities	51%	Similar	Similar
Cost of living in Keizer	36%	Similar	Similar
Employment opportunities	27%	Lower	Similar

Please rate the quality of each of the following services in Keizer.
(% excellent or good)

Economic development	42%	Similar	Similar

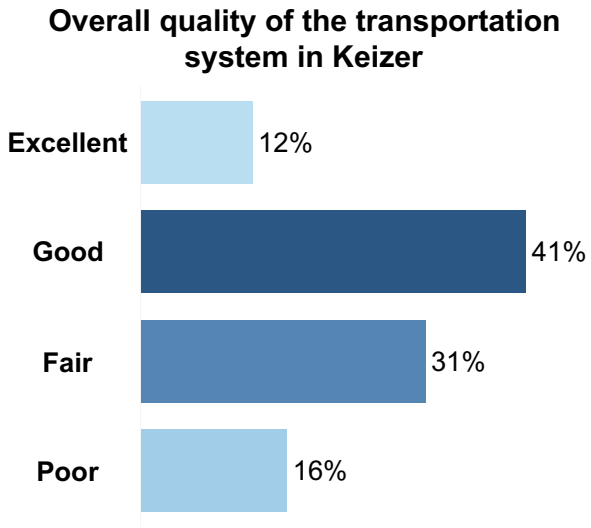
What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:
(% very or somewhat positive)

What impact, if any, do you think the economy will have on your family income in the next 6 months?	16%	Similar	Similar

11. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
12. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Mobility

The ability of residents to move about their community with ease plays an important role in the overall quality of life for everyone who lives, works, and spends time there.



Please rate each of the following characteristics as they relate to Keizer as a whole.
(% excellent or good)

		vs. national benchmark[13]	vs. custom benchmark[14]
Overall quality of the transportation system (auto, bicycle, foot, bus) in Keizer	54%	Similar	Similar

Please also rate each of the following in the Keizer community.
(% excellent or good)

Ease of travel by car in Keizer	72%	Similar	Similar
Ease of walking in Keizer	52%	Similar	Similar
Traffic flow on major streets	49%	Similar	Similar
Ease of travel by public transportation in Keizer	43%	Similar	Similar
Ease of travel by bicycle in Keizer	36%	Similar	Similar

Please rate the quality of each of the following services in Keizer.
(% excellent or good)

Street lighting	66%	Similar	Similar
Street cleaning	66%	Similar	Similar
Street repair	54%	Similar	Similar
Traffic enforcement	51%	Similar	Similar
Traffic signal timing	50%	Similar	Similar
Sidewalk maintenance	48%	Similar	Similar

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)

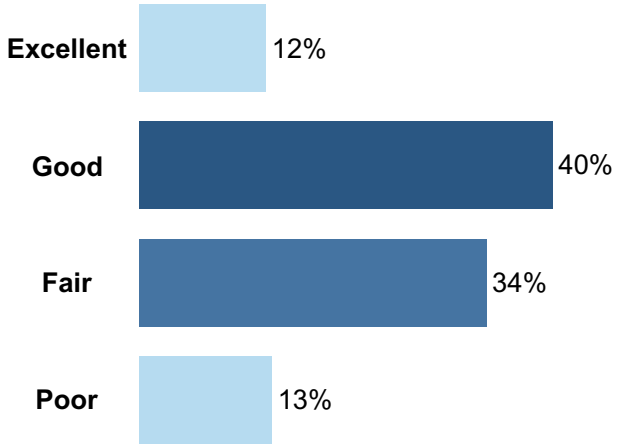
Walked or biked instead of driving	57%	Similar	Lower
Carpooled with other adults or children instead of driving alone	55%	Similar	Similar
Used bus or other public transportation instead of driving	19%	Similar	Lower

13. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
14. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Community Design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and supporting development that suits residents' needs.

Overall design or layout of Keizer's residential and commercial areas



Please rate each of the following characteristics as they relate to Keizer as a whole.
(% excellent or good)

		vs. national benchmark[15]	vs. custom benchmark[16]
Overall design or layout of Keizer's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	53%	Similar	Similar

Please rate the quality of each of the following services in Keizer.
(% excellent or good)

Code enforcement (weeds, abandoned buildings, etc.)	46%	Similar	Similar

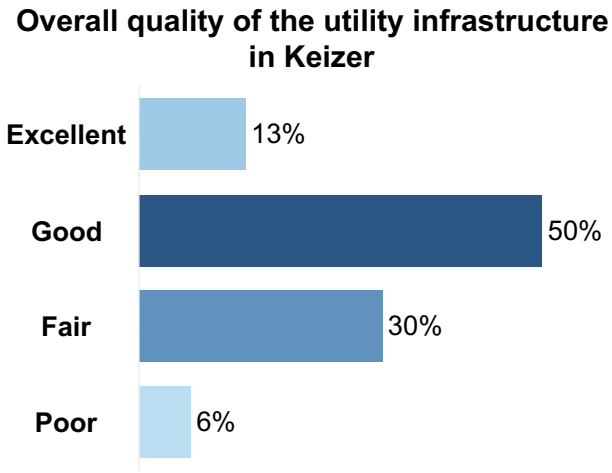
Please also rate each of the following in the Keizer community.
(% excellent or good)

Overall appearance of Keizer	60%	Similar	Similar
Preservation of the historical or cultural character of the community	57%	Similar	Similar
Variety of housing options	47%	Similar	Similar
Overall quality of new development in Keizer	43%	Similar	Similar
Public places where people want to spend time	42%	Lower	Similar
Availability of affordable quality housing	28%	Similar	Similar

15. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
16. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Utilities

Access to essential services like water, gas, electricity, and internet is crucial for safeguarding the physical health, economic stability, and overall well-being of the communities they support.



Please rate the quality of each of the following services in Keizer.
(% excellent or good)

		vs. national benchmark[17]	vs. custom benchmark[18]
Garbage collection	81%	Similar	Similar
Sewer services	78%	Similar	Similar
Storm water management (storm drainage, levees, etc.)	73%	Similar	Similar
Drinking water	66%	Similar	Similar
Utility billing	63%	Similar	Similar

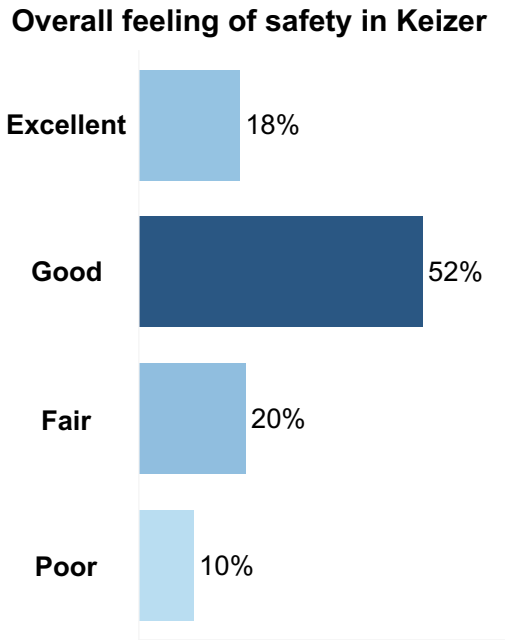
Please rate each of the following characteristics as they relate to Keizer as a whole.
(% excellent or good)

Overall quality of the utility infrastructure in Keizer (water, sewer, storm water, electric/gas, broadband)	63%	Similar	Similar

17. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
18. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Safety

Public safety is one of the most important responsibilities of local governments, as every resident deserves to feel safe and secure both in their neighborhoods and across the wider community. The provision of strong, reliable safety services is essential to ensuring a high quality of life.



Please rate each of the following characteristics as they relate to Keizer as a whole.
(% excellent or good)

		vs. national benchmark[19]	vs. custom benchmark[20]
Overall feeling of safety in Keizer	70%	Similar	Similar
Please rate how safe or unsafe you feel: **(% very or somewhat safe)**			
In your neighborhood during the day	90%	Similar	Similar
From fire, flood, or other natural disaster	84%	Similar	Similar
In Keizer's downtown/commercial area during the day	81%	Similar	Similar
From violent crime	78%	Similar	Similar
From property crime	65%	Similar	Similar

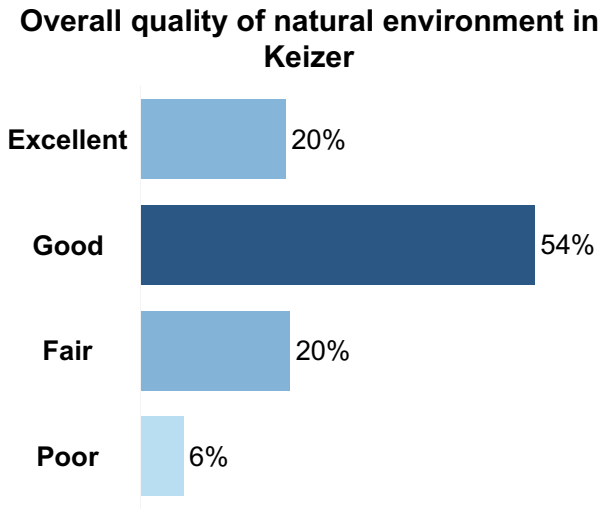
Please rate the quality of each of the following services in Keizer.
(% excellent or good)

Police services	73%	Similar	Similar
Crime prevention	60%	Similar	Similar
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	53%	Similar	Similar

19. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
20. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Natural Environment

The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life. The natural environment plays a vital role in the health and well-being of residents.



Please rate each of the following characteristics as they relate to Keizer as a whole.
(% excellent or good)

		vs. national benchmark[21]	vs. custom benchmark[22]
Overall quality of natural environment in Keizer	74%	Similar	Similar

Please also rate each of the following in the Keizer community.
(% excellent or good)

Cleanliness of Keizer	71%	Similar	Similar
Water resources (lakes, ponds, riverways, etc.)	65%	Similar	Similar

Please rate the quality of each of the following services in Keizer.
(% excellent or good)

Yard waste pick-up	76%	Similar	Similar
Recycling	72%	Similar	Similar
Preservation of natural areas (open space, farmlands, and greenbelts)	52%	Similar	Similar

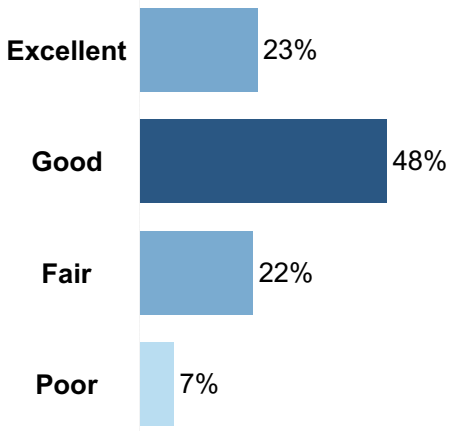
21. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
22. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Parks and Recreation

"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."

-National Recreation and Park Association

Overall quality of the parks and recreation opportunities



Please rate each of the following characteristics as they relate to Keizer as a whole.
(% excellent or good)

		vs. national benchmark[23]	vs. custom benchmark[24]
Overall quality of parks and recreation opportunities	71%	Similar	Similar

Please also rate each of the following in the Keizer community.
(% excellent or good)

Recreational opportunities	54%	Lower	Lower
Availability of paths and walking trails	53%	Lower	Lower

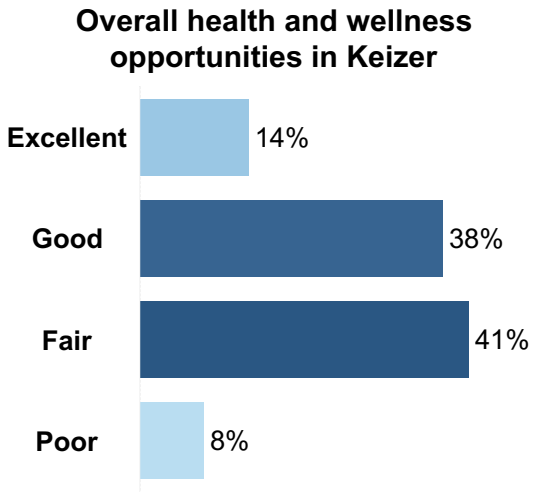
Please rate the quality of each of the following services in Keizer.
(% excellent or good)

City parks	73%	Similar	Similar
Recreation centers or facilities	50%	Similar	Similar

23. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
24 Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report..

Health and Wellness

The features and amenities of a community directly influence residents' health and well-being, shaping their overall quality of life.



Please rate each of the following characteristics as they relate to Keizer as a whole.
(% excellent or good)

		vs. national benchmark[25]	vs. custom benchmark[26]
Overall health and wellness opportunities in Keizer	51%	Similar	Similar

Please rate your overall health.
(% excellent or very good)

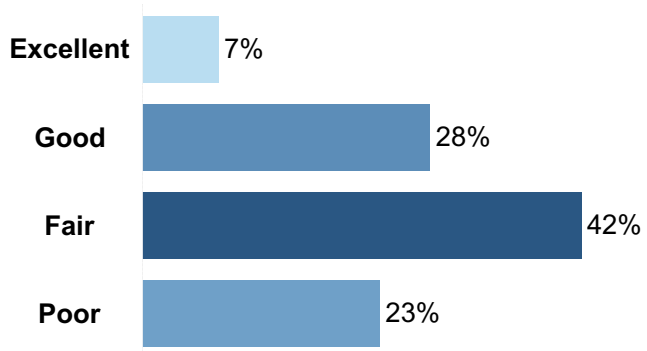
Please rate your overall health.	66%	Similar	Similar

25. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
26. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Education, Arts, and Culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

Overall opportunities for education, culture and the arts



Please rate each of the following characteristics as they relate to Keizer as a whole.
(% excellent or good)

		vs. national benchmark[27]	vs. custom benchmark[28]
Overall opportunities for education, culture, and the arts	35%	Lower	Lower

Please also rate each of the following in the Keizer community.
(% excellent or good)

Opportunities to attend special events and festivals	56%	Similar	Similar
Community support for the arts	50%	Similar	Similar
Opportunities to attend cultural/arts/music activities	44%	Lower	Lower
Adult educational opportunities	29%	Lower	Lower

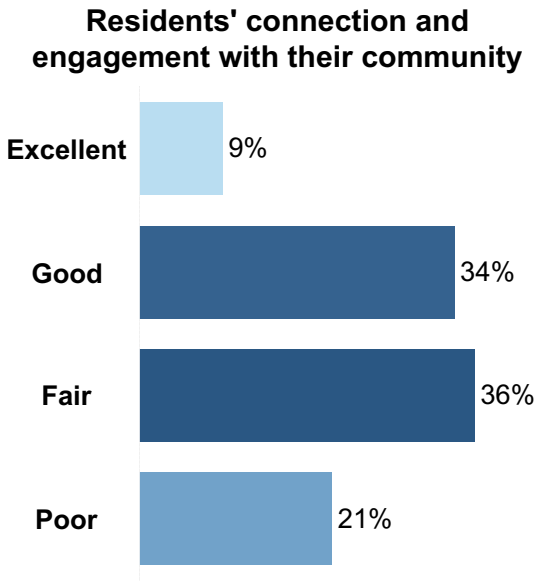
Please rate the quality of each of the following services in Keizer.
(% excellent or good)

Library services	53%	Much lower	Much lower

27. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
28. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the repor..

Community Connection

Community connection reflects residents' sense of belonging. When residents feel welcomed and encouraged to participate, they are more likely to feel engaged and connected to their community.



Please rate each of the following aspects of quality of life in Keizer.
(% excellent or good)

		vs. national benchmark[29]	vs. custom benchmark[30]
Keizer as a place to raise children	82%	Similar	Similar
Keizer as a place to retire	61%	Similar	Similar

Please rate each of the following characteristics as they relate to Keizer as a whole.
(% excellent or good)

Residents' connection and engagement with their community	43%	Similar	Similar

Please rate the job you feel the Keizer community does at each of the following.
(% excellent or good)

Making all residents feel welcome	59%	Similar	Similar
Valuing/respecting residents from diverse backgrounds	53%	Similar	Similar
Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	49%	Similar	Similar
Attracting people from diverse backgrounds	48%	Similar	Similar

Please also rate each of the following in the Keizer community.
(% excellent or good)

Opportunities to volunteer	65%	Similar	Similar
Opportunities to participate in community matters	54%	Similar	Similar
Sense of civic/community pride	49%	Similar	Similar
Opportunities to participate in social events and activities	48%	Lower	Similar

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)

Volunteered your time to some group/activity in Keizer	27%	Similar	Similar
Campaigned or advocated for a local issue, cause, or candidate	16%	Similar	Similar

29. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.
30. Comparison to the custom benchmark is shown. A description of the custom benchmark cohort can be found in the About section of the report. If no comparison is available, this is left blank.

Custom Questions

Below are the complete set of responses to each custom question on the survey. By default, “don’t know” responses are excluded.

The City is finalizing its strategic priorities for the coming years. How important is it to you that the City focus on each of the following?	Public Safety (e.g., police, fire, emergency response)	Essential	65%
		Very important	26%
		Somewhat important	5%
		Not at all important	4%
	Transportation & Infrastructure (e.g., streets, traffic, utilities)	Essential	44%
		Very important	38%
		Somewhat important	15%
		Not at all important	3%
	Operational Efficiency & Quality of Service (e.g., cost-effective services, responsiveness)	Essential	41%
		Very important	41%
		Somewhat important	15%
		Not at all important	3%
	Community Growth (e.g., housing, population, long-term planning)	Essential	39%
		Very important	29%
		Somewhat important	25%
		Not at all important	7%
	Economic & Community Development (e.g., local businesses, jobs, downtown vitality)	Essential	34%
		Very important	42%
		Somewhat important	22%
		Not at all important	3%
	Engaged Community (e.g., public input, civic participation)	Essential	25%
		Very important	42%
		Somewhat important	29%
		Not at all important	3%
	The City currently adds fluoride to the municipal water system and is considering discontinuing this practice. Overall, do you support or oppose continuing fluoride treatment of the City's drinking water?	Strongly support	51%
		Somewhat support	24%
		Somewhat oppose	10%
		Strongly oppose	15%

Please indicate how much of a source, if at all, you consider each of the following to be for obtaining information about City of Keizer government and its activities, events, and services.	City website	Major source	64%
		Minor source	23%
		Not a source	13%
	Social media (Facebook, YouTube, Instagram)	Major source	52%
		Minor source	30%
		Not a source	17%
	Newsprint	Major source	36%
		Minor source	44%
		Not a source	21%
	Word-of-mouth	Major source	33%
		Minor source	49%
		Not a source	18%
	Talking with city officials	Major source	33%
		Minor source	33%
		Not a source	34%
	Live council/board broadcasts	Major source	29%
		Minor source	34%
		Not a source	37%
	K23 television channel	Major source	12%
		Minor source	36%
		Not a source	52%

The City of Keizer 2026 Community Survey

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

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

	Excellent	Good	Fair	Poor	Don't know
Keizer as a place to live	1	2	3	4	5
Keizer as a place to raise children	1	2	3	4	5
Keizer as a place to work	1	2	3	4	5
Keizer as a place to visit	1	2	3	4	5
Keizer as a place to retire	1	2	3	4	5
The overall quality of life in Keizer	1	2	3	4	5

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

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

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

	Very likely	Somewhat likely	Somewhat unlikely	Very unlikely	Don't know
Recommend living in Keizer to someone who asks	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

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

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

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

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

	Excellent	Good	Fair	Poor	Don't know
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in Keizer	1	2	3	4	5
Overall image or reputation of Keizer	1	2	3	4	5

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

	Excellent	Good	Fair	Poor	Don't know
Traffic flow on major streets	1	2	3	4	5
Ease of travel by car in Keizer	1	2	3	4	5
Ease of travel by public transportation in Keizer	1	2	3	4	5
Ease of travel by bicycle in Keizer	1	2	3	4	5
Ease of walking in Keizer	1	2	3	4	5
Preservation of the historical or cultural character of the community	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options	1	2	3	4	5
Availability of affordable quality housing	1	2	3	4	5
Overall quality of new development in Keizer	1	2	3	4	5
Overall appearance of Keizer	1	2	3	4	5
Cleanliness of Keizer	1	2	3	4	5
Water resources (lakes, ponds, riverways, etc.)	1	2	3	4	5
Availability of paths and walking trails	1	2	3	4	5
Recreational opportunities	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to attend special events and festivals	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5

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

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

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

	Excellent	Good	Fair	Poor	Don't know
Public information services	1	2	3	4	5
Economic development	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Traffic signal timing	1	2	3	4	5
Street repair	1	2	3	4	5
Street cleaning	1	2	3	4	5
Street lighting	1	2	3	4	5
Sidewalk maintenance	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Garbage collection	1	2	3	4	5
Drinking water	1	2	3	4	5
Sewer services	1	2	3	4	5
Storm water management (storm drainage, levees, etc.)	1	2	3	4	5
Utility billing	1	2	3	4	5
Police services	1	2	3	4	5
Crime prevention	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts)	1	2	3	4	5
Recycling	1	2	3	4	5
Yard waste pick-up	1	2	3	4	5
City parks	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Library services	1	2	3	4	5
Overall customer service by Keizer employees (police, receptionists, planners, etc.)	1	2	3	4	5

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

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

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

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

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

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

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

❍ Strongly support ❍ Somewhat support ❍ Somewhat oppose ❍ Strongly oppose

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

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

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The City of Keizer 2026 Community Survey

Our last questions are about you and your household.
Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

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

D2. Please rate your overall health.

❍ Excellent ❍ Very good ❍ Good ❍ Fair ❍ Poor

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

❍ Very positive ❍ Somewhat positive ❍ Neutral ❍ Somewhat negative ❍ Very negative

D4. How many years have you lived in Keizer?

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

D5. Which best describes the building you live in?

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

D6. Do you rent or own your home?

❍ Rent
❍ Own

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

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

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

❍ No ❍ Yes

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

❍ No ❍ Yes

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

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

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

❍ No ❍ Yes

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

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

D13. In which category is your age?

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

D14. What is your gender?

❍ Woman
❍ Man
❍ Identify in another way → go to D14a

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

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

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

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Keizer 2026 National Community Survey Results

Resident perspectives on quality of life, services, and strategic priorities

Source: The NCS Report – Keizer OR 2026
Survey Period: March 2 – April 27, 2026

Survey Overview

The 2026 National Community Survey measures Keizer's livability across ten facets, providing a statistically representative baseline for strategic planning and resident-informed decision-making.

10 Facets of Livability

Economy, Mobility, Community Design, Utilities, Safety, Natural Environment, Parks & Recreation, Health & Wellness, Education/Arts/Culture, Community Connection

These results are most useful for identifying patterns, relative strengths, and areas needing attention — not as precise point-in-time measurements. Source: NCS Report – Keizer OR 2026.

Survey Overview

Data Collection

March 2 – April 27, 2026. 6,000 households mailed; **397 completed** surveys.

Statistical Rigor

Margin of error **±5 percentage points.** Results weighted by age, sex, race, ethnicity, housing type, tenure, and area.

Overall Quality of Life Is Strong

Residents express consistent confidence in Keizer as a place to live, raise families, and recommend to others — a powerful indicator of community attachment.

75% **Quality of Life**

Rated overall quality of life as excellent or good

80% **Place to Live**

Rated Keizer as an excellent or good place to live

82% **Raise Children**

Rated Keizer as an excellent or good place to raise children

85% **Would Recommend**

Very or somewhat likely to recommend living in Keizer

The 85% recommendation rate and strong "place to live" scores are core indicators of community attachment and civic pride. Source: NCS Report – Keizer OR 2026.

Community Strengths

Three pillars stand out as assets Keizer can build on — resident-perceived safety, valued natural spaces and parks, and reliable environmental services.

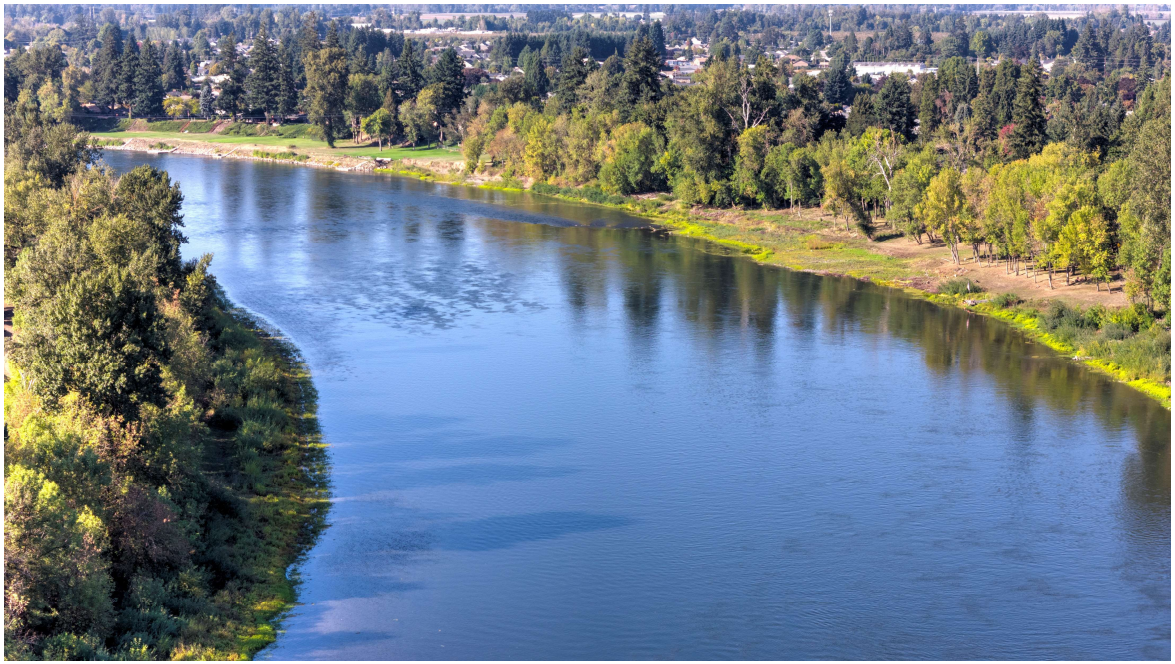
Safety

- **70%** positive overall feeling of safety
- **90%** feel safe in their neighborhood during the day
- **81%** feel safe in downtown/ commercial areas during the day

Community Strengths

Parks & Natural Environment

- **74%** positive overall natural environment
- **73%** positive City parks
- **71%** positive parks and recreation opportunities



Community Strengths

Environmental Services

- **76%** positive yard waste pick-up
- **72%** positive recycling services
- **71%** positive cleanliness of Keizer

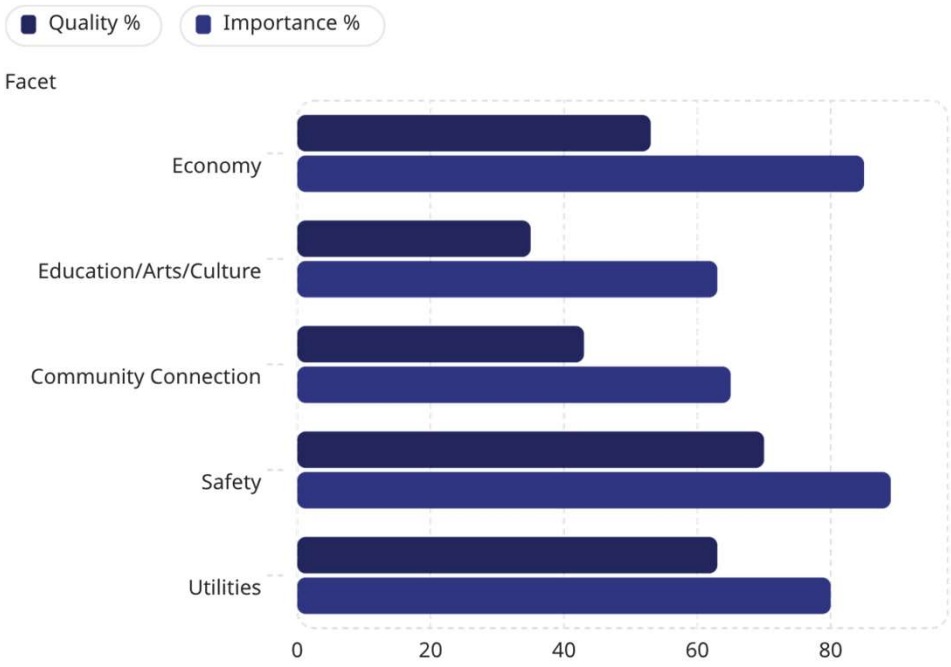
Community Strengths

Customer Service by City Employees

76% positive overall service by Keizer employees (police, receptionists, planners, etc.)

Quality vs. Importance: Biggest Strategic Gaps

Where resident importance significantly exceeds perceived quality, the City has the clearest opportunity to align investment with expectations.



Reading the Gap

A wider gap signals where resident expectations most exceed current perceived service quality — these are prioritization signals, not failure indicators.

A gap does not automatically mean poor performance — it flags where importance exceeds quality and where strategic attention may yield the greatest impact. Source: NCS Report – Keizer OR 2026.

Quality vs. Importance: Biggest Strategic Gaps

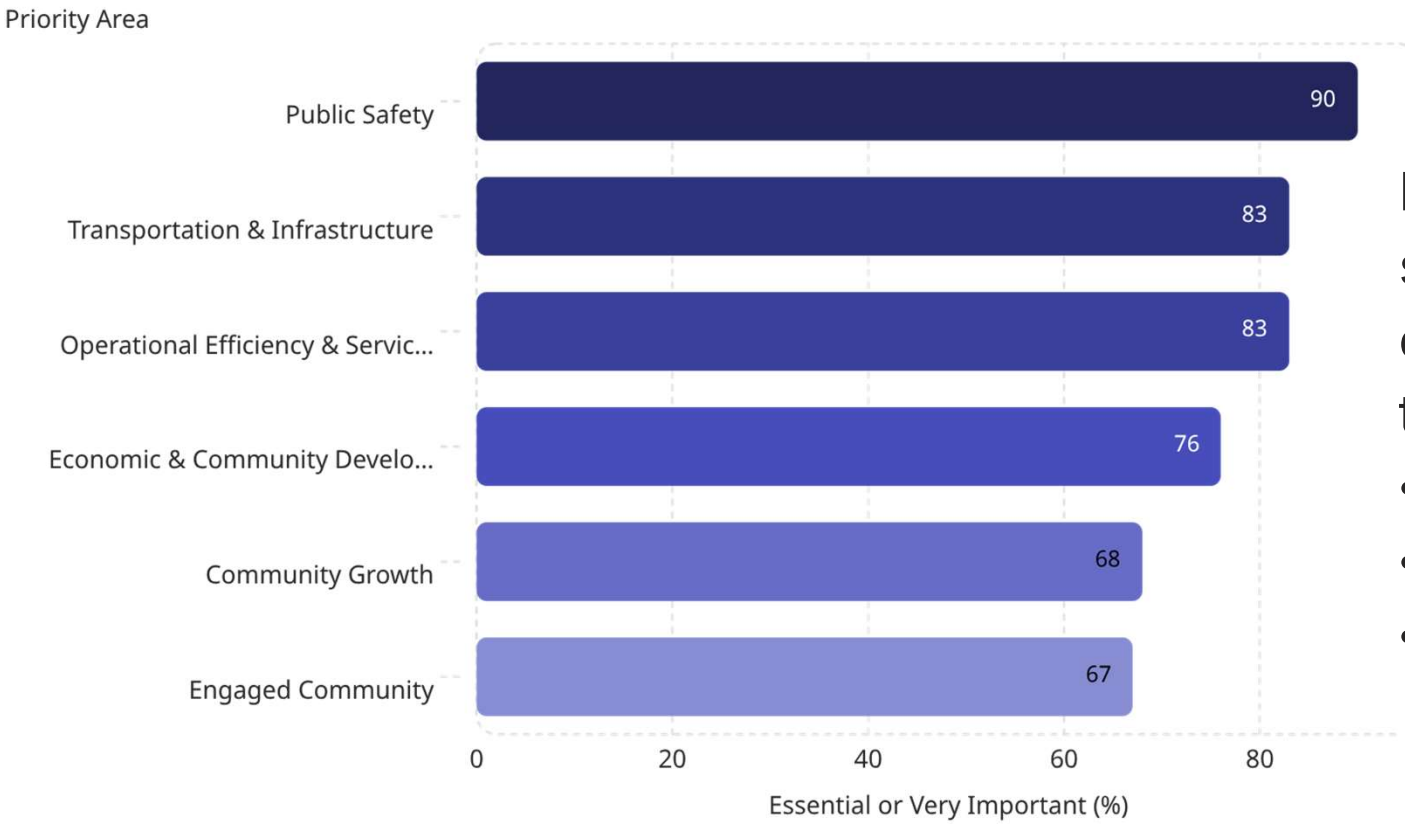
Economy
32-point gap — largest opportunity

Not Surprising given that we are a bedroom community

Education/Arts/Culture
28-point gap — below both benchmarks

Community Connection
22-point gap — engagement opportunity

Strategic Priorities Residents Want the City to Focus On



Residents clearly signal their expectations. The top three priorities:

- Safety,
- Infrastructure,
- Service quality

Economic Opportunity and Affordability

Economic health represents the largest quality-importance gap in the survey. Residents acknowledge overall economic stability but see clear room for growth in jobs, visitor appeal, and affordability.

Key Observations

Employment opportunities (27%) rated below the national benchmark. Place to visit (38%) rated below both national and custom benchmarks — a signal for destination and commercial corridor investment.

Cost of living (36%) is consistent with peer communities, reflecting a regional affordability challenge shared across the mid-valley.

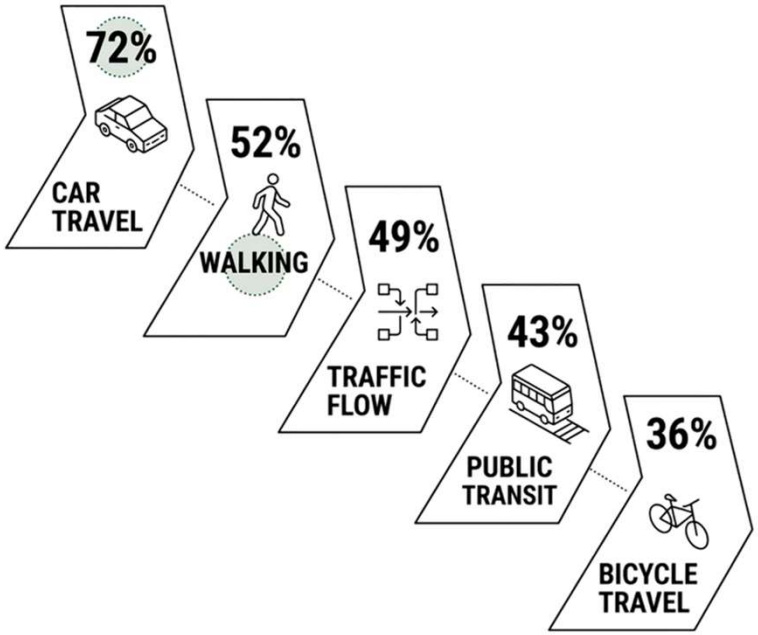
⚠

Employment and visitor appeal are outliers that may benefit from targeted economic development strategies.

Source: NCS Report – Keizer OR 2026. Benchmarks referenced: national and custom peer comparisons.

Mobility

Car travel is a relative strength, but multimodal options — walking, transit, and cycling — and the quality of public spaces are areas where Keizer trails national expectations.



Parks, Recreation, and Natural Environment

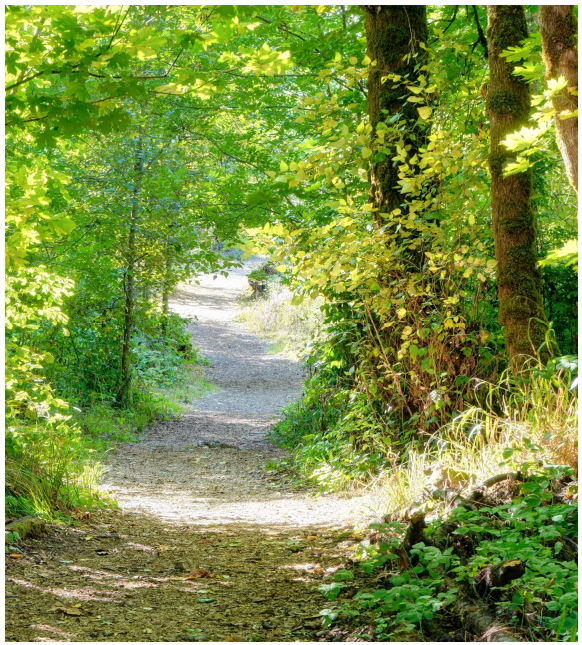
Residents strongly value Keizer's parks and natural setting. Trails, recreation programming, and natural area preservation represent areas where expectations are beginning to outpace current offerings.

Parks & Recreation

- **73%** positive City parks
- **71%** overall parks & recreation
- **54%** recreational opportunities
- **53%** paths and walking trails — below both benchmarks

Natural Environment

- **74%** overall natural environment
- **65%** positive water resources
- **52%** preservation of natural areas



Education, Arts, Culture & Community Connection

Culture & Learning Gap

35%

Education, Culture & Arts

Overall opportunities — below both benchmarks

44%

Cultural/Arts/Music

Activities — below both benchmarks

29%

Adult Education

Opportunities — below national and custom benchmarks

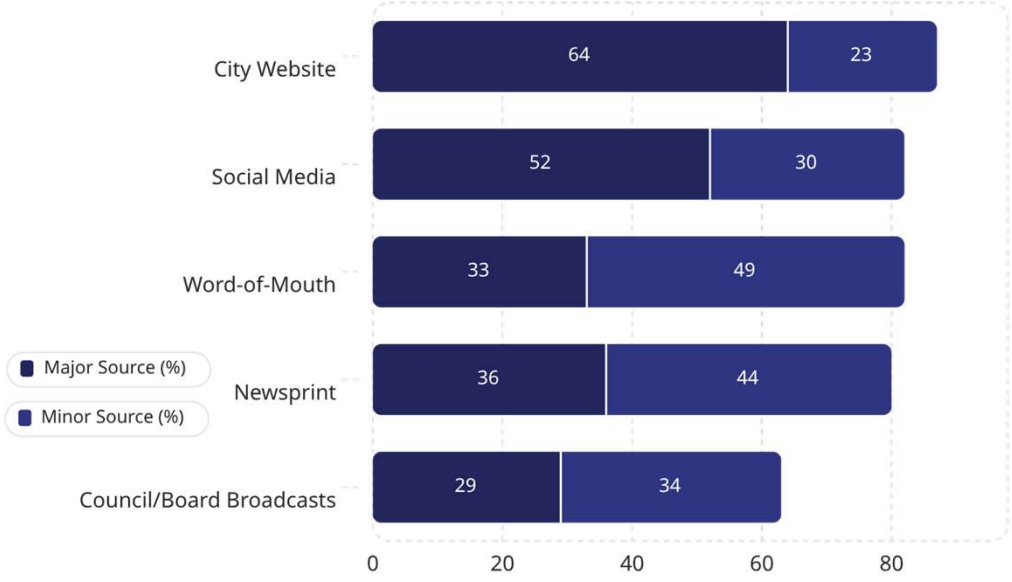
53%

Library Services

Much lower than national and custom benchmarks

How Residents Get Their City Information

Residents rely on a mix of digital, traditional, and personal channels. The City website and social media dominate — but word-of-mouth and newsprint remain influential complementary sources.



Communication Strategy Takeaways

- City website (87%) and social media (82%)
- Word-of-mouth (82%) and newsprint (80%)
- Live broadcasts (63%)

Decision Points and Next Steps

The 2026 NCS provides a statistically grounded baseline for aligning the City's strategic plan, budget, and work plans with what residents actually value and expect.

Build on Strengths

Quality of life, safety, parks, natural environment, and core environmental services are assets — communicate and protect them.

Target Improvement Conversations

Economy, affordability, education/arts/culture, public places, multimodal mobility, trails, and recreation represent the highest-gap, highest-priority opportunities.

Convert Findings to Action

Pair survey results with capital planning, department work plans, and community engagement to move from data to decisions.

The survey is a baseline for decision-making, communication, and accountability — not a one-time report. Repeat administration enables trend analysis and measures progress. Source: NCS Report – Keizer OR 2026.

Questions ?