CITY OF KEIZER MISSION STATEMENT

KEEP CITY GOVERNMENT COSTS AND SERVICES TO A MINIMUM BY PROVIDING CITY SERVICES TO THE COMMUNITY IN A COORDINATED, EFFICIENT AND LEAST COST FASHION

A G E N D A

KEIZER CITY COUNCIL
EXECUTIVE SESSION

Monday, November 6, 2017
6:30 p.m.
Keizer Civic Center
Keizer, Oregon 97303

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

a. **Pursuant to ORS 192.660(2)(e) –** ***To conduct deliberations with persons designated by the governing body to negotiate real property transactions; AND***

b. **Pursuant to ORS 192.660(2)(f) -** ***To consider information or records that are exempt by law from public inspection;***

4. ADJOURN

The Oregon Public Meeting Law authorizes governing bodies to meet in executive session in certain limited situations. An executive session is defined as any meeting or part of a meeting of a governing body which is closed to certain persons for deliberations on certain matters as defined by ORS 192.660. These sessions are closed to the public. The media may attend the session, unless the Oregon State Statutes specifically prohibits media attendance. The governing body is not allowed to take any final action or make any final decisions during the executive sessions. Any final action or decision must be made after returning or at the next regularly scheduled meeting.

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. If you require any service that furthers inclusivity to participate, please contact the Office of the City Recorder at least 48 business hours prior to the meeting by email at davist@keizer.org or phone at (503)390-3700 or (503)856-3412. Most regular City Council meetings are streamed live through the City's website and cable-cast on Comcast Channel 23 within the Keizer City limits. Thank you for your interest in the City of Keizer.

CITY OF KEIZER MISSION STATEMENT

KEEP CITY GOVERNMENT COSTS AND SERVICES TO A MINIMUM BY PROVIDING CITY SERVICES TO THE COMMUNITY IN A COORDINATED, EFFICIENT, AND LEAST COST FASHION

AGENDA

KEIZER CITY COUNCIL

REGULAR SESSION

Monday, November 6, 2017
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **SPECIAL ORDERS OF BUSINESS**

5. **COMMITTEE REPORTS**

6. **PUBLIC TESTIMONY**

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

7. **PUBLIC HEARINGS**

8. **ADMINISTRATIVE ACTION**

   a. **RESOLUTION – Affirming Intent of the City Council of the City of Keizer Regarding Replacement Funding for Economic Development**

   b. **ORDER – Designating "No Parking" Zone in a Certain Area of Cade Avenue Northeast, Keizer, Oregon**

   c. **RESOLUTION – Authorizing City Manager to Sign Intergovernmental Agreement Relating to Creation of a Program Coordinator for the Mid-Willamette Homeless Initiative**

   d. **RESOLUTION – Authorizing City Manager to Sign Agreement with Mid-Willamette Valley Council of Governments to Assist with Development of an ADA Transition Plan**

9. CONSENT CALENDAR

a. RESOLUTION – Authorizing City Manager to Sign Consent to Petition to Vacate Phillip Street

b. RESOLUTION – Extending City Manager's Employment Contract (2018-2019)

c. RESOLUTION – Extending City Attorney's Employment Contract (2018-2019)

d. RESOLUTION – Approving the City Engineer's Report; Declaring the City's intent to Form Galina Court Street Lighting Local Improvement District; Providing Notice and Setting Hearing

e. RESOLUTION – Approving the City Engineer's Report; Declaring the City's intent to Form Pinecrest Addition Street Lighting Local Improvement District; Providing Notice and Setting Hearing

f. Approval of October 16, 2017 Regular Session Minutes

10. COUNCIL LIAISON REPORTS

11. 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.

12. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

13. AGENDA INPUT

November 13 2017
5:45 p.m. – City Council Work Session

November 20, 2017
7:00 p.m. City Council Regular Session

December 4, 2017
7:00 p.m. City Council Regular Session

14. ADJOURNMENT

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CITY COUNCIL MEETING: November 6, 2017

AGENDA ITEM NUMBER:_____

TO: **MAYOR CLARK AND COUNCIL MEMBERS**

THROUGH: **CHRISTOPHER C. EPPLEY, CITY MANAGER**

FROM: **E. SHANNON JOHNSON, CITY ATTORNEY**

SUBJECT: **RESOLUTION AFFIRMING INTENT OF CITY COUNCIL REGARDING FUNDING ECONOMIC DEVELOPMENT IN CITY OF KEIZER**

At the last regular City Council meeting, the City Council terminated the Urban Renewal Agency of the City of Keizer and directed me to replace the Urban Renewal Agency Resolution regarding replacement funding for the River Road Renaissance project. The direction of the City Council was to make the Area A LID net proceeds, following reimbursement to the affected jurisdictions, available for economic development. Attached is a proposed Resolution for your consideration.

RECOMMENDATION:

Take action as the City Council deems appropriate.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2017-_____

AFFIRMING INTENT OF THE CITY COUNCIL OF THE CITY OF KEIZER REGARDING REPLACEMENT FUNDING FOR ECONOMIC DEVELOPMENT

WHEREAS, the Urban Renewal Agency of the City of Keizer adopted Resolution UR2012-156 on September 17, 2012 regarding replacement funding for the River Road Renaissance project;

WHEREAS, several successful improvements were completed under the River Road Renaissance project;

WHEREAS, funding for the River Road Renaissance project was stopped to divert Urban Renewal funds to provide for critical funding to the Keizer Station Area A Local Improvement District (Area A LID);

WHEREAS, the Ninth Amendment to the River Road Urban Renewal Plan calls for using Urban Renewal funding for LID commitments, and also calls for the eventual sale of the Area A LID defaulted properties. The Plan further provides for reimbursement agreements under which the net sale proceeds from such defaulted properties will be used first to reimburse affected jurisdictions and pay for costs of the foreclosure and Urban Renewal process;

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

WHEREAS, the Urban Renewal Agency of the City of Keizer has been terminated;

WHEREAS, the City Council of the City of Keizer wishes to affirm that after commitments are satisfied, that any remaining sale proceeds from Area A LID defaulted properties be used for economic development in the City of Keizer;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer as follows:

Section 1. AFFIRMATION OF INTENT. It is the intent of the City Council to use any remaining sale proceeds from Area A LID defaulted properties for economic development in the City of Keizer pursuant to the terms of this Resolution.

Section 2. APPLICATION OF AREA A DEFAULTED PROPERTY SALE PROCEEDS. It is the intent of the City Council to honor the Area A LID reimbursement agreements between the City and the affected jurisdictions. Therefore, all net sale proceeds shall be used as called for in such reimbursement agreements to reimburse the affected jurisdictions their forgone revenue.

After repayment in full to all affected jurisdictions and payment of all associated costs, it is the intent of the City Council for net remaining funds, if any, from the sale of the Area A LID defaulted properties to fund economic development in the City of Keizer.

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Section 3. MAXIMUM AMOUNT REPLENISHED. It is the intent of the City Council to replenish only the total amount diverted from the River Road Renaissance project for the Area A LID default.

Section 4. ONLY NET PROCEEDS AVAILABLE. The funds used to fund economic development as set forth in this Resolution shall only include actual net available and unobligated funds. Any funds necessary in connection with the foreclosure process or any associated work in connection with the Urban Renewal Agency's Ninth Amendment Plan, or any funds necessary for development costs shall be retained.

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

PASSED this _____ day of _____, 2017.

SIGNED this _____ day of _____, 2017.

_____
Mayor

_____
City Recorder

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

CITY COUNCIL MEETING: November 6, 2017

AGENDA ITEM NUMBER:_____

TO: **MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS**

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

FROM: **BILL LAWYER**
PUBLIC WORKS DIRECTOR

SUBJECT: **ESTABLISHING A NO PARKING ZONE ON CADE AVENUE NE**

DATE: **October 24, 2017**

BACKGROUND:

The development of commercial property located at the southwest corner of Cherry Avenue and Cade Avenue required street improvements along the Cade Avenue frontage of the property. These improvements included curb, sidewalks and pavement widening. After the completion of these improvements a request was made by some of the residents along Cade Avenue to establish a No Parking Zone along the newly improved section of the street.

Staff evaluated the request and found the width of the traveled area does not meet the minimum width required to provide on street parking. The minimum width required to allow parking on one side of the street is 28 feet and there is only 27 feet of width available.

FISCAL IMPACT:

There is minimal fiscal impact with establishing a No Parking Zone at this location and funds are available in the City Council adopted FY 17-18 Street Fund Budget.

RECOMMENDATION:

Staff recommends the City Council consider the matter and adopt the attached Order designating the No Parking Zone on Cade Avenue NE as indicated on Exhibit 1.

Please contact me with any questions or concerns.

KEIZER FOCUSED ON OUR COMMUNITY SINCE 1982 PUBLIC WORKS

No Parking Zone

1 inch = 21 feet

N

CHERRY AVE NE

CADE AVE NE

Proposed No Parking Signs

"This product is provided as is, without warranty. In no event is the City of Keizer liable for damages from the use of this product. This product is subject to license and copyright limitations and further distribution or resale is prohibited."

Date: 10/30/2017

User Name: johnsonb

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

ORDER

DESIGNATING "NO PARKING" ZONE IN A CERTAIN AREA OF CADE AVENUE NORTHEAST, KEIZER, OREGON

WHEREAS, the City Council of the City of Keizer has authority pursuant to state statute and Keizer Ordinance No. 2017-774 to establish "no parking" zones;

WHEREAS, residents on Cade Avenue have requested that a "no parking" zone be placed in a certain area of Cade Avenue Northeast;

WHEREAS, the City Council has reviewed the matter and finds that it is appropriate to designate a certain area as "no parking".

NOW, THEREFORE;

IT IS HEREBY ORDERED by the City Council of the City of Keizer that a "no parking" zone is hereby established in a certain area of Cade Avenue Northeast as indicated on the attached exhibit.

IT IS HEREBY FURTHER ORDERED that the costs of installation and maintenance of the yellow curbs and signage in the "no parking" zone be paid from the Street Fund.

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

IT IS HEREBY FURTHER ORDERED that this Order shall take effect immediately upon its passage.

PASSED this _____ day of _____, 2017.

SIGNED this _____ day of _____, 2017.

_____
Mayor

_____
City Recorder

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

KEIZER FOCUSED ON OUR COMMUNITY SINCE 1982 PUBLIC WORKS

No Parking Zone

1 inch = 21 feet

N

CHERRY AVE NE

CADE AVE NE

Proposed No Parking Signs

"This product is provided as is, without warranty. In no event is the City of Keizer liable for damages from the use of this product. This product is subject to license and copyright limitations and further distribution or resale is prohibited."

Date: 10/30/2017

User Name: johnsonb

CITY COUNCIL MEETING: November 6, 2017

AGENDA ITEM NUMBER:_____

TO: **MAYOR CLARK AND COUNCIL MEMBERS**

THROUGH: **CHRISTOPHER C. EPPLEY, CITY MANAGER**

FROM: **E. SHANNON JOHNSON, CITY ATTORNEY**

SUBJECT: **INTERGOVERNMENTAL AGREEMENT ESTABLISHING A HOMELESS PROGRAM COORDINATOR**

In 2016, Marion County, Polk County, City of Salem, and the City of Keizer formed a task force under an initiative known as the Mid-Willamette Homeless Initiative. As a result of this initiative, a strategic plan which contained several tasks and objectives aimed at ending homelessness in the region was developed. Such strategic plan was before the City Council at its work session on April 24, 2017.

The representatives of the jurisdictions have proposed establishing a Homeless Program Coordinator within the Mid-Willamette Valley Council of Governments (COG) with the duties of implementing certain aspects of the plan. As part of that process, the cities of Independence and Monmouth also expressed interest in becoming parties to the agreement and joined in the negotiations. The attached agreement is the product of those discussions. The representatives worked with COG to put together an Intergovernmental Agreement to provide for funding and direction on this new position.

It is noted that while the strategic plan is attached to the Intergovernmental Agreement, it is not the intention of staff or the City Council to adopt the strategic plan as a promise to perform all tasks or be involved in all of the objectives included in the plan. Rather it is in the Intergovernmental Agreement for historical purposes only.

RECOMMENDATION:

Adopt the attach Resolution authorizing the City Manager to sign an Intergovernmental Agreement Relating to Creation of a Program Coordinator for the Mid-Willamette Homeless Initiative.

Please contact me if you have any questions in this regard. Thank you.
ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2017-_____

AUTHORIZING CITY MANAGER TO SIGN INTERGOVERNMENTAL AGREEMENT RELATING TO CREATION OF A PROGRAM COORDINATOR FOR THE MID-WILLAMETTE HOMELESS INITIATIVE

WHEREAS, in January 2016, the City entered into the Mid-Willamette Homeless Initiative Task Force Charter;

WHEREAS, the task force was formed with the purpose to identify and launch proven strategies that will reduce homelessness in the Marion-Polk County region, encompassing the cities of Keizer and Salem;

WHEREAS, as a result of this task force, a strategic plan which contained several tasks and objectives was developed;

WHEREAS, the jurisdictions are proposing that a Homeless Program Coordinator within the Mid-Willamette Valley Council of Governments be established with the duties of implementing certain aspects of the plan;

WHEREAS, during negotiations of an Intergovernmental Agreement to establish the coordinator position, the cities of Independence and Monmouth expressed interest in becoming parties;

WHEREAS, the jurisdictions have negotiated the attached Intergovernmental Agreement;

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

WHEREAS, the City Council desires to support the establishment of a Homeless Program Coordinator as outlined in the attached Intergovernmental Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to sign the attached Intergovernmental Agreement Relating to Creation of a Program Coordinator for the Mid-Willamette Homeless Initiative.

BE IT FURTHER RESOLVED that the execution of the Intergovernmental Agreement does not act as an adoption of the strategic plan, though such plan can act as a non-binding guiding document.

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

PASSED this _____ day of _____, 2017.

SIGNED this _____ day of _____, 2017.

_____
Mayor

_____
City Recorder

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

AN INTERGOVERNMENTAL AGREEMENT RELATING TO CREATION OF A PROGRAM COORDINATOR FOR THE MID-WILLAMETTE HOMELESS INITIATIVE

This AGREEMENT is by and among, the CITY OF SALEM, an Oregon municipal corporation (Salem); the CITY OF KEIZER, an Oregon municipal corporation (Keizer); the CITY OF MONMOUTH, an Oregon municipal corporation (Monmouth); the CITY OF INDEPENDENCE, an Oregon municipal corporation (Independence); MARION COUNTY, an Oregon municipal corporation; and the MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS, an Oregon intergovernmental entity, (COG).

RECITALS:

WHEREAS, in January 2016, officials from the cities of Salem and Keizer and Marion and Polk counties came together to undertake a collaborative effort known as the Mid-Willamette Homeless Initiative (MWHI);

WHEREAS, the purpose of the MWHI is to identify and launch proven strategies that will reduce homelessness in the Marion-Polk county region, encompassing the cities of Keizer and Salem;

WHEREAS, the parties to the MWHI formed a task force comprised of business and community leaders with expertise in social services, housing, public safety, and business, which worked diligently during 2016-17 to develop a Strategic Plan;

WHEREAS, the Strategic Plan, attached to this Agreement as Exhibit A, identified contributing factors to homelessness such as mental illness, addiction, lack of education, lack of transportation, and lack of affordable housing, and established a set of strategies aimed at best practices for reducing chronic homelessness; developing specialized service for veterans, seniors, victims of domestic violence, and runaway and homeless youth; and coordinating of available support and education services;

WHEREAS, to aid in the implementation of the Strategic Plan, the parties to the MWHI desire to pool their resources to hire a Program Coordinator, who will be responsible for coordinating efforts under the Strategic Plan and reporting to the parties to the MWHI on the results of those efforts;

WHEREAS, the parties to the MWHI have created a Job Description for the position and a Work Plan that is intended to focus the efforts of the Program Coordinator;

WHEREAS, the participating jurisdictions to this Agreement desire to contract with the COG to provide administrative support for the Program Coordinator and the COG has agreed to do so; and

WHEREAS, pursuant to their inherent authority and ORS chapter 190, the participating jurisdictions to this Agreement desire to memorialize their understanding in an Agreement;

NOW THREFORE, The Parties agree as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to facilitate the combination of resources among the parties of this agreement to recruit, select, supervise, and support a Program Coordinator, who will be a limited-duration part-time employee of the COG with the duties set out in the attached Job Description, which is incorporated by reference into this Agreement (Exhibit B), and responsibilities set out in the attached Work Plan, which is incorporated by reference into this Agreement (Exhibit C).

2. GOVERNANCE/OVERSIGHT.

2.1 Executive Director of the COG. The Executive Director of the COG will have authority to hire, terminate, and evaluate the Program Coordinator in the performance of his or her duties as set out in the Job Description. The Executive Director of the COG will include and take under advisement the recommendation of the Policy and Steering Committee in the recruitment and selection of the Program Coordinator.

2.2 Policy and Steering Committee. The parties agree to establish a Policy and Steering Committee, which will be responsible for overseeing, prioritizing, and directing the Program Coordinator's activities as set out in the Work Plan. The Policy and Steering Committee has the authority to make amendments to the Work Plan, as needed. The Policy and Steering Committee does not have the authority to hire, terminate, evaluate, or discipline the Program Coordinator. The Policy and Steering committee is comprised of one representative from Salem, Keizer, Monmouth, Independence, and Marion County (selected in whichever manner each entity desires). The Policy and Steering Committee will meet on at least a bi-monthly basis and at the request of the Program Coordinator to provide direction to the Program Coordinator on the execution of the Work Plan and to receive progress reports. At the request of the Program Coordinator, the Policy and Steering Committee may convene informal task or issue-oriented workgroups made up of professionals from non-profit, government, and for-profit organizations that have expertise in the delivery of services to homeless individuals to assist and advise the Program Coordinator in the execution of his or her duties. The meetings of the Policy and Steering Committee will be noticed and held in accordance with Oregon Public Meetings Law. Four of the five members of the Policy and Steering Committee are needed to establish a quorum and decisions require a unanimous vote. The Executive Director of the COG, or his or her designee, will serve as an ex-officio non-voting Secretary to the Policy and Steering Committee, and will provide administrative support to include providing meeting space, meeting notice, and taking minutes.

3. TERM. The term of this agreement is one year from the date of signature of the last party (Effective Date), unless further extended by the mutual agreement of the parties.

4. RESPONSIBILITIES

4.1 Salem. Within 30 days of the Effective Date Salem will: (a) identify who will represent Salem's interests on the Policy and Steering Committee, and (b) pay to the COG a sum of $45,000 to cover the costs of salary and benefits of the Program Coordinator.

4.2 Keizer. Within 30 days of the Effective Date Keizer will: (a) identify who will represent Keizer's interests on the Policy and Steering Committee, and (b) pay to the COG a sum of $5,000 to cover the costs of salary and benefits of the Program Coordinator.

4.3 Monmouth. Within 30 days of the Effective Date Monmouth will: (a) identify who will represent Monmouth's interests on the Policy and Steering Committee, and (b) pay to the COG a sum of $5,000 to cover the costs of salary and benefits of the Program Coordinator.

4.4 Independence. Within 30 days of the Effective Date Independence will: (a) identify who will represent Independence's interests on the Policy and Steering Committee, and (b) pay to the COG a sum of $5,000 to cover the costs of salary and benefits of the Program Coordinator.

4.5 Marion County. Within 30 days of the Effective Date Marion County will: (a) identify who will represent Marion County's interests on the Policy and Steering Committee, and (b) pay to the COG a sum of $45,000 to cover the costs of salary and benefits of the Program Coordinator.

4.6 COG. In addition to the express and implied tasks set out in Paragraph 2 relating to Governance and Oversight, the COG will: (a) recruit, select, and supervise the Program Coordinator, (b) provide office space and equipment necessary for the fulfillment of the Program Coordinator's duties, (c) upon termination of this agreement, refund on a pro-rata basis any unspent amounts to Salem, Keizer, Monmouth, Independence, and Marion County. Should the Program Coordinator desire full-time employment, the COG will endeavor to provide additional duties to provide the Program Coordinator full-time employment. Such additional duties may relate to the COG's other programs and services, and the Program Coordinator's fulfilment of those duties will not be subject to the terms of this Agreement or oversight of the Policy and Steering Committee.

5. TERMINATION. This agreement will terminate one year after the Effective date, provided however any party may terminate their involvement in this agreement upon giving 30 days written notice. Any party terminating their involvement in this agreement within one year will receive a pro-rated refund of any unspent moneys. Upon termination, a party's obligations under this agreement will cease provided however that a party's obligation to indemnify shall survive termination of this agreement

6. INDEMNIFICATION: Subject to the conditions and limitation of the Oregon Constitution and the Oregon Tort Claims Act, the parties shall indemnify, defend, and hold harmless each other from and against all liability, loss and costs arising out of or resulting from the acts of that party, its officers, employees, and agents in the performance of this agreement.

7. INSURANCE / UNEMPLOYMENT: The COG will obtain workers compensation and unemployment insurance.

8. ADHERENCE TO LAW. Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.

9. NON-DISCRIMINATION. Each party shall comply with all requirements of federal and state civil rights and rehabilitation statues and local non-discrimination ordinances.

10. SUBCONTRACTS and ASSIGNMENT. No party will subcontract or assign any part of this Agreement without the written consent of the other parties.

12. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement of the parties. This Agreement may be modified or amended only by the written agreement of the parties. This Agreement may be signed in counterpart, and the individuals signing this Agreement warrant that they have the authority to do so and to bind their respective organizations to the terms and conditions of this Agreement.

CITY OF SALEM, OREGON

_____ _____

Steve Powers, City Manager Date

CITY OF KEIZER, OREGON

_____ _____

Chris Eppley, City Manager Date

CITY OF MONMOUTH, OREGON

_____ _____

Scott McClure, City Manager Date

CITY OF INDEPENDENCE, OREGON

_____ _____

David Clyne, City Manager Date

MARION COUNTY, OREGON

_____ _____

John Lattimer, Chief Administrative Officer Date

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

_____ _____

Sean E. O'Day, Executive Director Date

Mid-Willamette Homeless Initiative

STRATEGIC PLAN

Adopted: February 7, 2017

TASK FORCE MEMBERS

CITY OF KEIZER

Mayor Cathy Clark
Kathleen Ashley, Making Homes Happen Inc.
Councilor Kim Freeman
Shaney Starr, Strategic Initiatives
Verena Wessell, Community Representative

CITY OF SALEM

Mayor Chuck Bennett
Former Mayor Anna Peterson
Councilor Tom Andersen
Former Councilor Warren Bednarz
Ron Hays, Department of Mission Advancement LLC
The Honorable David Leith, Marion County Circuit Court
Chief Jerry Moore, Salem Police Department

MARION COUNTY

Commissioner Janet Carlson
Bruce Bailey, Union Gospel Mission
Gladys Blum, Gladys Blum Real Estate
Sheriff Jason Myers
Jon Reeves, Mid-Willamette Valley Community Action Agency

POLK COUNTY

Commissioner Jennifer Wheeler
Steve Bobb, Confederated Tribes of Grand Ronde
Sheriff Mark Garton
Heidi Mackay, West Salem Business Association
Irma Oliveros, Salem-Keizer School District

The Mid-Willamette Homeless Initiative was created in January 2016 by four jurisdictions: the cities of Keizer and Salem and Marion and Polk counties. The initiative's purpose is "to identify and launch proven strategies that will reduce homelessness in the Marion-Polk County region, encompassing the cities of Keizer and Salem." The initiative convened a 20-person regional task force appointed by the four jurisdictions with leaders representing local governments, social services, housing, public safety and business. Through monthly task force presentations and in-depth discussions in eight subcommittees, the task force adopted this strategic plan on February 7, 2017.
(See www.homelesstaskforce.net for additional information.)

According to the 2015 Point-in-Time Count conducted by the Mid-Willamette Valley Community Action Agency, an estimated 1,660 people experiencing homelessness live in Marion and Polk counties, with a large, visible concentration in the Salem area. Effective strategies vary depending on the unique needs of the many populations facing homelessness. What works for addressing the issues of homeless veterans may not work for runaway or homeless youth, a person experiencing severe mental illness or a victim of domestic violence fleeing an unsafe situation.

Homelessness is a complex issue. The task force recognized the need for a diverse array of recommendations to address the wide scope of related issues. Presentations focused on regional issues, such as lack of affordable housing, best practices to address chronic homelessness, service gaps, impacts on public safety and business, data collection and coordinating assessments and assistance. In addition to the unique challenges to special populations, contributing factors such as mental illness, addiction, lack of education and transportation, financial barriers and limited affordable housing supply were considered throughout the process of creating this strategic plan.

How many people experience homelessness in our community?	***This is just a sampling.***
People experiencing homelessness in Marion and Polk counties	1,660 on any given day, including 70 homeless veterans *(2015 Point-in-Time Count)*
Salem-Keizer School District	1,397 during the 2015-16 school year
People reentering Marion County communities from prison	300 each year
Victims of domestic violence (all ages)	200-500 each year

MID-WILLAMETTE HOMELESS INITIATIVE

PURPOSE

To identify and launch proven strategies that will reduce homelessness in the Marion-Polk County region, encompassing the cities of Keizer and Salem.

CHARTER

WHEREAS, homelessness is a critical issue facing our nation, Oregon, and the Marion-Polk County region; and

WHEREAS, the dynamics surrounding homelessness are complex, impacting families with children, the mentally ill, victims of domestic violence, veterans, and many others; and

WHEREAS, civic leaders across the nation are seeking opportunities to expand affordable housing, emergency shelters, and other supportive services; and

WHEREAS, civic leaders from the City of Keizer, City of Salem, Marion County and Polk County have committed to join together to seek new solutions to reduce homelessness in our region;

NOW THEREFORE, the regional Mid-Willamette Homeless Initiative is established.

February 2016 – February 2017

Goal 1: AFFORDABLE HOUSING

Develop strategies to expand affordable housing and mitigate associated barriers, such as land supply and zoning.

Annual and Five-Year Performance Measures

- Number of affordable housing units developed
- Percent of target population(s) housed in permanent housing for six months, one year, or longer
- Relevant city and county codes revised
- No net loss of affordable housing units
- Signed collaborative memorandum of understanding among key partners

Timeline Key:
Short Term = within 6-12 months
Medium Term = 1-3 years
Long Term = 3 or more years

Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
1.1. Endorse Mountain West Investment's plans to develop additional affordable housing units in the Salem Metropolitan Statistical Area.	S				Mountain West Investment Corporation	Mountain West received $5 million in LIFT funds from Oregon Housing & Community Services for a project on Portland Road in Salem.
1.2. Endorse the City of Salem's Residential Implementation Strategy and the City of Keizer's Proposed Residential Goals, Objectives, and Policies derived from the Housing Needs Analysis (HNA).	S			1.2.1 Move forward with accessory dwelling unit (ADU) planning.	City of Keizer City of Salem	Keizer has completed. Salem held community forums for ADUs; code amendment should be drafted by early summer.
				1.2.2. Explore the possibility of systems development charges (SDC) waivers and/or reductions for bona fide affordable housing projects.	City of Keizer City of Salem	Salem SRC 41.150 allows waivers to SDCs for affordable housing meeting certain criteria.

Annual and Five-Year Performance Measures

- Number of affordable housing units developed
- Percent of target population(s) housed in permanent housing for six months, one year, or longer
- Relevant city and county codes revised
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Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
				1.2.3. Revise jurisdictional policies to allow planning staff to consider reduced parking for affordable housing projects when the projects are near transit, including review based on market studies, location of the structure, and neighborhood input.	City of Keizer City of Salem	Salem is in the process of drafting code revisions. Keizer's code allows modifications to parking requirements on a case-by-case basis.
1.3. Explore the possibilities of implementing inclusionary zoning in the jurisdictions, with proportional waiver of Systems Development Charges (SDCs) or reductions in SDCs for bona fide affordable housing projects.		M				

Annual and Five-Year Performance Measures

- Number of affordable housing units developed
- Percent of target population(s) housed in permanent housing for six months, one year, or longer
- Relevant city and county codes revised
- No net loss of affordable housing units
- Signed collaborative memorandum of understanding among key partners

Timeline Key:
Short Term = within 6-12 months
Medium Term = 1-3 years
Long Term = 3 or more years

Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
1.4. Expand the efforts in Objective 1.2. to also encompass the jurisdictions of Marion County and Polk County.		M		1.4.1. Move forward with accessory dwelling unit (ADU) planning. 1.4.2. Explore the possibility of systems development charges (SDC) waivers and/or reductions for bona fide affordable housing projects. 1.4.3. Revise jurisdictional policies to allow planning staff to consider reduced parking for affordable housing projects when the projects are near transit, including review based on market studies, location of the structure, and neighborhood input. 1.4.4. Revise other regulations, as appropriate.	Marion County Polk County	Marion County Board of Commissioners passed a resolution to participate in a federal property tax relief program.
1.5. Consider converting existing vacant buildings into affordable housing; revise zoning and/or conditional uses to allow affordable housing in light industrial areas.	S				City of Keizer City of Salem Marion County Polk County	

Annual and Five-Year Performance Measures

- Number of affordable housing units developed
- Percent of target population(s) housed in permanent housing for six months, one year, or longer
- Relevant city and county codes revised
- No net loss of affordable housing units
- Signed collaborative memorandum of understanding among key partners

Timeline Key:
Short Term = within 6-12 months
Medium Term = 1-3 years
Long Term = 3 or more years

Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
1.6. Advocate for the development and implementation of a Multi-Jurisdictional Development Team through a collective Memorandum of Understanding (MOU) for coordination of funding sources.	S			1.6.1. Subject to MOU parameters, authorize administrators for the City of Salem, Marion County, and other willing jurisdictions to apply for time-sensitive, competitive grants that directly relate to the goals and recommendations set forth in the Mid-Willamette Homeless Initiative Strategic Plan, including any future amendments, additions, or subsequent plans to further those goals.	City of Keizer City of Salem Marion County Polk County	

Goal 2: TRANSITIONAL HOUSING AND SHELTERS

Develop strategies to address gaps in transitional housing and shelter beds.

Annual and Five-Year Performance Measures

- Number of new permanent supportive and/or transitional housing units created
- Number of new shelter beds created
- Number of individuals or families assisted
- Percent of clients moved into permanent housing within 180 days, and one year
- Signed collaborative memorandum of understanding among key partners

Timeline Key:
Short Term = within 6-12 months
Medium Term = 1-3 years
Long Term = 3 or more years

Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
2.1. Endorse the following projects: a. Mid-Willamette Valley Community Action Agency's plan to expand HOME Youth & Resource Center to include shelter beds; b. Union Gospel Mission's plan to replace the current shelter with a new 300 bed shelter for men without children; c. Westcare's plans to provide ten new transitional housing beds for veterans this year, with an additional 10-20 over the course of the next year; and d. Marion County's plans to develop a reentry transitional housing facility.		M		2.1.1. If requested, provide letters of support to reinforce collaborative efforts toward reducing homelessness in communities across the region.	a. Community Action Agency b. Union Gospel Mission of Salem c. Westcare d. Marion County	a. HOME is seeking a site and funding for program expansion. b. UGM's property has been rezoned and the Phase II environmental. Work on the existing facility has been completed to prepare the property for sale. c. Westcare is completing phase one with ten units with opening anticipated by the end of February 2017. d. Marion County anticipates opening the facility in the summer of 2018.

Annual and Five-Year Performance Measures

- Number of new permanent supportive and/or transitional housing units created
- Number of new shelter beds created
- Number of individuals or families assisted
- Percent of clients moved into permanent housing within 180 days, and one year
- Signed collaborative memorandum of understanding among key partners

Timeline Key:
Short Term = within 6-12 months
Medium Term = 1-3 years
Long Term = 3 or more years

Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
2.2. Support and encourage opportunities for expansion of current programs (e.g., Salvation Army, St. Francis Shelter, Center for Hope and Safety, and others) to provide service-coordinated emergency and transitional housing for families.		M				Center for Hope and Safety raised $120K to secure a matching grant of $120K for housing expansion.
2.3. Provide coordinated, inclusive, and transparent management of the region's approach to emergency housing and related services.	S	M		2.3.1. Create a Memorandum of Understanding among regional entities to constitute a Development Team to: • Examine ways to best position the region for future funding, including but not limited to a) Examining HMIS participation rates to determine the degree of community coordination in future cooperative applications; and b) Assessing local inclusion in the Rural Oregon Continuum of Care (ROCC) to understand how best to address the problems of homelessness and needs of people experiencing homelessness.	City of Keizer City of Salem Marion County Polk County	

Annual and Five-Year Performance Measures

- Number of new permanent supportive and/or transitional housing units created
- Number of new shelter beds created
- Number of individuals or families assisted
- Percent of clients moved into permanent housing within 180 days, and one year
- Signed collaborative memorandum of understanding among key partners

Timeline Key:
Short Term = within 6-12 months
Medium Term = 1-3 years
Long Term = 3 or more years

Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
				• Prioritize, plan, and pursue available grants (federal, state, private) for future projects; • Analyze the advisability of allowing, supporting, or facilitating some form of support-coordinated temporary shelter; and • Inventory vacant, derelict or other suitable sites for potential re-purposing as support-coordinated emergency housing. Such sites may include houses, motels, apartments, or closed schools.		
2.4. Develop a shelter for seniors.		M	L			

Goal 3: SUPPORT SERVICES AND EDUCATION

Develop strategies to enhance coordination and reduce gaps in support services for individuals, families, and children/youth experiencing homelessness.

Annual and Five-Year Performance Measures

- Central access point for information created
- Data collection system implemented
- Percent of target population(s) with increased earned income, obtained and/or retained employment
- Percent of target population(s) increasing or maintaining self-sufficiency

Timeline Key:
Short Term = within 6-12 months
Medium Term = 1-3 years
Long Term = 3 or more years

Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
3.1. EMPLOYMENT. Promote collaboration among local service providers and WorkSource Oregon to maximize workforce development.		M		3.1.1. Increase communication among service providers.	Incite Marion County Polk County	
				3.1.2. Provide organizational training to help case workers prepare their clients for referrals to WorkSource Oregon by providing for their basic needs.		
				3.1.3. Refer clients to WorkSource Oregon for job skills training, employment workshops, educational opportunities, and job placement.		
3.2. EMPLOYMENT. Implement a layered approach jobs program, similar to the City of Albuquerque's "There's a Better Way" Program, for individuals experiencing homelessness.		M			City of Salem	Initial research is underway.

Annual and Five-Year Performance Measures

- Central access point for information created
- Data collection system implemented
- Percent of target population(s) with increased earned income, obtained and/or retained employment
- Percent of target population(s) increasing or maintaining self-sufficiency

Timeline Key:
Short Term = within 6-12 months
Medium Term = 1-3 years
Long Term = 3 or more years

Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
3.3. TRANSPORTATION. Boost relationships between Salem-Keizer Transit and service providers/agencies by endorsing and supporting the travel training program designed to educate community members and providers on available transit services that connect the community.		M			Salem-Keizer Transit City of Keizer City of Salem Marion County Polk County	
3.4. TRANSPORTATION. Advocate with Salem-Keizer Transit to continue providing intercity transit services in the region and CARTS service to the Santiam Canyon.	S	M			Salem-Keizer Transit Marion County	
3.5. EDUCATION. Initiate a conversation with the school districts within Marion and Polk counties to address barriers that homeless children face.	S			3.5.1 Ten-day absentee policy 3.5.2 School-based work skills development programs 3.5.3 Tutoring/mentorship for students in the gap between mainstream and alternative school 3.5.4 Professional development opportunities for educators and staff dealing with homeless and high risk populations	Salem-Keizer School District Other districts in the region	

Annual and Five-Year Performance Measures

- Central access point for information created
- Data collection system implemented
- Percent of target population(s) with increased earned income, obtained and/or retained employment
- Percent of target population(s) increasing or maintaining self-sufficiency

Timeline Key:
Short Term = within 6-12 months
Medium Term = 1-3 years
Long Term = 3 or more years

Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
3.6. SUPPORTED HOUSING/MENTAL HEALTH. Endorse and support Willamette Valley Community Health Coordinated Care Organization in taking the lead role in the pursuit of a regional Coordinated Health Partnership.		M			Health & Housing Workgroup	Coordinated Health Partnerships rely on the 1115 waiver. However, other funding sources may be identified to develop supported housing.
3.7. COMMUNITY CENTERS. Support and expand neighborhood-based community centers for homeless families and youth, such as Salem Dream Center and Mid-Willamette Valley Community Action Agency's HOME Youth & Resource Center		M			Community Action Salem Dream Center	HOME Youth Resources and the Salem Dream Center have expansion plans.
3.8. RESOURCE CENTER. Support community partners to create a one-stop resource center with centralized and coordinated case management.		M			City of Salem	
3.9. SERVICE COORDINATION. Explore and adopt a comprehensive statewide resource network.					Marion County	Exploring inclusion in the 2017-18 budget and interface with Community Resource Network.
3.10. SERVICE COORDINATION. Explore Community Data Link (CDL) as a tool for improving regional service coordination.	S	M			Implementation Group/Project Manager	Already used by Salem-Keizer School District, Marion County Reentry Initiative, and twelve local service providers.

Annual and Five-Year Performance Measures

- Central access point for information created
- Data collection system implemented
- Percent of target population(s) with increased earned income, obtained and/or retained employment
- Percent of target population(s) increasing or maintaining self-sufficiency

Timeline Key:
Short Term = within 6-12 months
Medium Term = 1-3 years
Long Term = 3 or more years

Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
3.11. SERVICE COORDINATION. Through consultation with service agencies and first responders, utilize Community DataLink or any other homeless management assessment and data collection tools (CDL, HMIS, VI-SPDAT, etc.) to: a. Establish definitions within homelessness (chronic homelessness, street homelessness, etc.); b. Create a template for collection of data across agencies providing a cohesive data collection system in which to move forward with solutions; c. Better assist vulnerable populations; and d. Base results of performance measurements.	S	M			Implementation Group/Project Manager	

Annual and Five-Year Performance Measures

- Central access point for information created
- Data collection system implemented
- Percent of target population(s) with increased earned income, obtained and/or retained employment
- Percent of target population(s) increasing or maintaining self-sufficiency

Timeline Key:
Short Term = within 6-12 months
Medium Term = 1-3 years
Long Term = 3 or more years

Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
3.12. ASSESSMENT. Implement the following assessment tools to assist in agency decisions about allocating resources: (A) the Service Prioritization Decision Assistance Tool (SPDAT); (B) Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) for pre-screening; and (C) further evaluate high SPDAT scores using the Vulnerability Assessment Tool (VAT)	S				Community Action	Currently used by Community Action Agency's ARCHES program, that provided training to the Mid-Willamette Valley Housing Group in December 2016.
3.13. MEDICAL/HEALTH. Develop a street medical outreach team to provide basic health assessments, vaccinations, TB testing, mental health assistance, and referral to full-service medical facilities.		M			Dr. Harold Boyd	Legislative proposal submitted.
3.14. MEDICAL/HEALTH. Support Salem Health, City of Salem, Marion County, and other nonprofit organizations in efforts to create a sobering center in the Salem area.		M			City of Salem Marion County Salem Health	Workgroup is meeting to identify design and funding sources.

Goal 4: PUBLIC SAFETY

Develop strategies and new approaches for addressing public safety issues relating to homelessness, including runaway and homeless youth.

Annual and Five-Year Performance Measures

- Law Enforcement Assisted Diversion (LEAD) and Harm Reduction Model implemented
- Panhandling reduced
- Detox beds created

Timeline

Short Term = within 6-12 months
Medium Term = 1-3 years
Long Term = 3 or more years

Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
4.1. Endorse step 1 of the Marion County District Attorney's Law Enforcement Assisted Diversion (LEAD) plan.	S				Marion County District Attorney's Office	Implemented by the Marion County District Attorney's Office in December 2016.
4.2. Implement step 2 of the Marion County District Attorney's Law Enforcement Assisted Diversion (LEAD) plan.		M			Marion County District Attorney's Office	LEAD work group has formed.
4.3. Re-engage the City of Salem's "Give Hope, Not Money" program, including implementation of a collection system similar to that of the City of Salt Lake's "Real Change" program and/or the City of Albuquerque's "311" program, providing a way to divert money that would be given to panhandlers to the programs that can provide those experiencing homelessness with wrap-around services (e.g., homeless youth and domestic violence programs). Encourage a similar program in other jurisdictions.		M			City of Salem	Initial research conducted.

Goal 5: FINANCIAL

Develop strategies that address foreclosure and eviction prevention, crisis intervention, vacant homes/property, and credit recovery.

Annual and Five-Year Performance Measures

- Number of homeowners provided with housing counseling
- Number of vacant properties
- Number of graduates from Family Self-Sufficiency programs

Timeline

Short Term = within 6-12 months
Medium Term = 1-3 years
Long Term = 3 or more years

Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
5.1. Advocate for reinstatement of the Federal Tax Credit for homebuyers for up to $8,000 per household.		M		Discuss joint federal agenda.	City of Salem Marion County	
5.2. FINANCIAL LITERACY: ADULTS. Assist NEDCO, MaPS Credit Union, and others in implementing site-based financial literacy training at selected community nonprofit organizations (St. Francis, UGM Men's Shelter, UGM Simonka House, etc.).	S					NEDCO (Neighborhood Economic Development Corporation) and MaPS Credit Union have financial literacy programs ready to take to groups.
5.3. FINANCIAL LITERACY: YOUTH. Assist the school districts within Marion and Polk Counties to offer effective and relevant financial literacy training in selected schools through proven curriculum materials and community trainers.		M				MaPS Credit Union is willing to take the Student Saver training program into middle and high schools.

Goal 6: TARGETED POPULATIONS

Develop strategies that address the unique needs and characteristics of identified target populations, such as veterans, people with mental illness, youth, seniors, and chronically homeless populations.

Annual and Five-Year Performance Measures

- Runaway and homeless youth strategy implemented; # of homeless youth; # of homeless youth with increased self-sufficiency
- Number of homeless families and victims of domestic violence accessing housing vouchers
- Number of veterans housed in permanent housing
- Homelessness reduced for identified population(s)

Timeline
Short Term = within 6-12 months
Medium Term = 1-3 years
Long Term = 3 or more years

Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
6.1. Prioritize runaway and homeless youth as a major focus; work to identify gaps in services and resources needed to fill the gaps.	S	M		6.1.1. Move forward with a grants conceptual group to expand homeless and runaway youth services in Marion and Polk counties.	Community Action Agency ROCC	Grant application developed in November 2016. Exploring new grant opportunities.
6.2. Support population-specific projects for victims of domestic violence (emergency and transitional housing).		M	L	6.2.1. Provide requested letters of support.	Center for Hope & Safety	
				6.2.2. Encourage jurisdictional planning.		
				6.2.3. Support community partnerships.		
6.3. Encourage a portion of new housing to offer a priority to homeless families and/or victims of domestic violence.		M	L	6.3.1. Encourage jurisdictional planning.	Center for Hope & Safety	
				6.3.2. Support community partnerships.		
6.4. Support the housing authorities in their efforts to increase prioritization of housing vouchers for homeless families or victims of domestic violence.		M	L	6.4.1. Provide requested letters of support.	Center for Hope & Safety	
				6.4.2. Encourage jurisdictional planning.		
6.5. Create affordable housing development with residential-based support services to formerly homeless veterans.		M	L			

Annual and Five-Year Performance Measures

- Runaway and homeless youth strategy implemented; # of homeless youth; # of homeless youth with increased self-sufficiency
- Number of homeless families and victims of domestic violence accessing housing vouchers
- Number of veterans housed in permanent housing
- Homelessness reduced for identified population(s)

Timeline
Short Term = within 6-12 months
Medium Term = 1-3 years
Long Term = 3 or more years

Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
6.6. At the discretion of each jurisdiction, create housing for veterans, such as (A) an affordable housing development with residential-based support services, and (B) "tiny house" developments.		M	L			
6.7. Use rapid identification to locate veterans and assign them to permanent housing.		M		6.7.1. Promote coordination among various agencies including HUD Veterans' Affairs Supportive Housing program, current shelters, public housing authorities, U.S. Department of Veterans Affairs		
6.8. Develop housing with services for seniors, such as cleaning and maintenance.		M	L			
6.9. Develop tactics to reduce risk to private landlords and help incentivize them to rent to seniors and people with special needs.		M				

Annual and Five-Year Performance Measures

- Runaway and homeless youth strategy implemented; # of homeless youth; # of homeless youth with increased self-sufficiency
- Number of homeless families and victims of domestic violence accessing housing vouchers
- Number of veterans housed in permanent housing
- Homelessness reduced for identified population(s)

Timeline
Short Term = within 6-12 months
Medium Term = 1-3 years
Long Term = 3 or more years

Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
6.10. Work with community partners, such as the local hospital, and Coordinated Care Organizations, to advocate for appropriate housing to address the safety and care needs of seniors with behavioral challenges due to brain injuries and other diagnoses.		M	L			
6.11. Offer training opportunities to landlords and local agencies on ADA requirements and HUD guidance related to service animals and assistance animals for people with disabilities in housing and HUD-funded programs.		M				

Goal 7: COMMUNITY ENGAGEMENT

Increase leadership, collaboration and civic engagement in working toward preventing and reducing homelessness.

Annual and Five-Year Performance Measures

- Number of community forums held
- Signed collaborative memorandum of agreement
- Extent to which recommendations reflect community input

Timeline

Short Term = within 6-12 months
Medium Term = 1-3 years
Long Term = 3 or more years

Objectives	Short Term	Med. Term	Long Term	Tasks TBD by Implementation Group unless otherwise noted	Identified Lead	Progress to Date
7.1. Gauge community perceptions and attitudes about homelessness, and better understand the needs of local people who are homeless.	S			7.1.1. Conduct surveys and focus groups of homeless youth and adults, and the general population.	Community Action Agency	Survey/focus groups completed. Results being analyzed for presentation at the January task force meeting.

EXHIBIT B: PROGRAM COORDINATOR POSITION DESCRIPTION

CLASS CHARACTERISTICS

Under general direction, to plan, organize and coordinate the development, implementation and evaluation of the Mid-Willamette Homeless Initiative program; and to do other work as required.

DISTINGUISHING CHARACTERISTICS

The program coordinator is responsible for the overall management of specialized efforts to develop a cohesive, collaborative and coordinated system of care that extends the reach of resources available to the Mid-Willamette Valley homeless population. Such efforts may include working closely with a network of local non-profit service providers, governmental agencies, and local businesses to provide case management, emergency housing, transitional housing, permanent supportive housing, mental health and substance abuse counseling, and domestic violence interventions. Efforts may also include system development, organizational evaluation and other projects to improve the efficiency and effectiveness of the program. The focus of this position is on development and evaluation of a program to address homelessness. The program coordinator will be an employee of the Mid-Willamette Valley Council of Governments but will be responsible for implementing policies established through the Mid-Willamette Homeless Initiative and a Policy Team.

TYPICAL TASKS

Duties may include but are not limited to the following:

1. Develops and designs new projects and programs to address homelessness based on the needs of the community. Develops project definition and scope, including management plan for project organization and staffing; confers with consultants, advisory groups and management to prepare overall project schedule, budget and cost control system; develops and maintains project reporting system.

2. Develops and modifies homeless program policies and procedures. Plans and coordinates programs and projects with other with agencies and services providers.

3. Organizes, facilitates and participates in task forces to identify needs, evaluate services and establish objectives for addressing homelessness; participates in developing project/program goals, policies and procedures; promotes individual agreement and group consensus on project/program issues; identifies options and evaluates fiscal and operational impact; develops and implements strategies and action plans.

4. Promotes positive public, intergovernmental and media relations; represents project or program at meetings; develops and coordinates intergovernmental agreements; acts as liaison with federal, state and local governments and regulatory agencies.

5. Identifies financing strategies to fund project/program; coordinates, prepares and submits grant applications and other funding requests; prepares and administers project/program budget; monitors and controls expenditures for compliance with budgets, grants and other restrictions; forecasts revenues.

6. Analyzes program and project budgets, monitors expenditures and assists in the preparation of the program's budget.

7. Participates in the preparation, coordination, review and negotiation of contracts for professional, technical, consulting, construction and other services; monitors and coordinates contractor activities for compliance with contract provisions, budgets and schedules; reviews and approves expenditures for compliance with contract terms and program policies.

8. Manages the bid process for materials and services; develops bid specifications for Requests for Proposal and Qualifications; analyzes bids and makes recommendations for contract awards; ensures receipt of bonds, insurance and schedules from contractors.

9. Coordinates long-range program planning; facilitates, monitors and coordinates review and input on program design; serves as liaison to key stakeholders, including the Council of Governments, City and County staff, citizen advisory committees, community groups, service providers, and other public agencies.

10. Establishes program organizational structure, staffing, services, equipment and personnel.

11. May supervise and/or coordinate the work of regular and temporary employees assigned to provide managerial, professional and administrative support to project/program; hires and directs staff to provide quality service to citizens and advisory boards; prepares performance evaluations; implements progressive discipline; ensures services are provided with the exceptional customer service and the highest level of ethical standards

REQUIRED KNOWLEDGE AND SKILLS

Thorough knowledge of: Issues related to homelessness and resources for addressing homelessness, including federal homeless program rules and regulations, grant writing and administration, performance and outcome measurement methods, and social service programs, including homeless services; principles and practices of organizational design and personnel management; principles and techniques of project/program management; principles and techniques of contract, budget and grant administration; federal, state and local laws, rules and regulations applicable to assigned project/program area; government financing methods and funding sources; techniques of negotiation and public relations; and programmatic analysis.

Skill to: Communicate effectively, both orally and in writing; navigate sensitive political issues, understand governmental constraints and opportunities and the nonprofit culture; prepare, negotiate and administer contracts and intergovernmental agreements; interpret and apply

laws, rules and regulations; ensure completion of assigned project within establish budget, time and legal guidelines; formulate and evaluate policies and procedures; develop and justify budget, time and legal guidelines; administer and control the distribution of funds according to approved budget requests and grant proposals; facilitate meetings; prepare necessary documentation; compile and analyze data and develop recommendations; design, develop and implement procedures for efficient operations; prepare and deliver oral presentations; plan and direct the work of professional and administrative support staff; work effectively with persons of various social, cultural, economic and education backgrounds, using tact and discretion; and establish and maintain effective working relationships with other government agencies, employees, advisory groups, the media and the public.

WORKING CONDITIONS

Reasonable accommodations may be made for a successful candidate needing assistance with occasional site visits.

OTHER REQUIREMENTS

Incumbent must possess a valid driver's license and possess and maintain an acceptable driving record throughout the course of employment. Accommodation requests for an acceptable alternative method of transportation will be reviewed on an individual basis in compliance with State and Federal legislation.

MINIMUM RECRUITING STANDARDS

A Master’s degree in social services, public administration, or a related field and three years of related experience with programs or services addressing homelessness are preferred. Seven or more years’ experience that demonstrates possession of the required knowledge and skills may be substituted for a degree.

Exhibit C: PROGRAM COORDINATOR SCOPE OF WORK

Coordinating & Convening

- Convene identified stakeholders on a regular basis, creating specialty subgroups as needed, to facilitate implementation of MWHI strategic plan objectives and tasks including: coordinating an effective supportive service continuum among nonprofit providers, bolstering data collection and reporting, and increasing use of evidence-based practices.
- Lead stakeholder meetings using effective agenda planning, issue exploration, policy discussion, analysis of potential barriers, prioritization of initiatives, conflict resolution, role delegation, and follow-up on designated tasks and projects.[1]
- Facilitate collaborative decision-making processes by evaluating possible interventions, exploring disagreement, generating consensus, and forecasting potential community impact.[2]
- Engage with existing stakeholder efforts to advance homeless services in the Mid-Willamette Valley, including but not limited to: Central School District Service Integration Team, Coordinated Entry System, Health and Housing Committee, Marion County Reentry Initiative, and Emergency Housing Network.

Resource Development

- Identify potential sources of funding and write grants to accomplish strategic plan goals, including foundation and government grants, cash and in-kind donations, and leveraged resources.
- Collaborate with stakeholders to assure financial sustainability of initiatives and programs, including forecasting future costs, maintaining competitiveness of programs, and planning for funding transitions.
- Engage in ongoing partnership, planning, and negotiation with local Continuum of Care (CoC) leadership to maximize funding and housing resource procurement for Marion and Polk Counties.

Communication

- Work with community leaders and stakeholders identified by the participating jurisdictions to inform the ongoing work of the MWHI.
- Provide informational updates on an ongoing basis to stakeholders regarding strategic plan implementation via newsletter, presentations, and interpersonal communication.
- Prepare documentation for distribution at meetings and community events which provide updates on the work of the MWHI and the current state of housing and homelessness in the Mid-Willamette Valley.

Data Collection, Analysis and Reporting

- Work collaboratively with social service providers and other community partners to develop a standardized data collection system.
- Improve the accuracy and relevance of data collected through other sources such as the annual homeless Point in Time (PIT) count.

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[1] Work Group for Community Health and Development. (2016). *Community Tool Box Chapter 16: Group Facilitation and Problem Solving.* Retrieved from http://ctb.ku.edu/en/table-of-contents/leadership/group-facilitation/group-discussions/main

[2] Work Group for Community Health and Development. (2016). *Community Tool Box Chapter 14: Core Functions in Leadership*. Retrieved from http://ctb.ku.edu/en/table-of-contents/leadership/leadership-functions/make-decisions/main

- Compile and analyze periodic reports regarding the volume and demography of the homeless population in the Mid-Willamette Valley, as well as the current state of housing resources and services.

Evaluation and Addressing Gaps

- Conduct ongoing evaluation of the efficacy of the homeless services continuum and provide feedback to relevant stakeholders on persistent gaps, needs, and barriers to addressing homelessness.
- Seek out and secure quality training and technical assistance from providers and communities that excel in housing and homelessness.
- Develop and maintain a comprehensive understanding of state and federal regulations related to housing and homelessness, remaining abreast of changes in policy, and using this information to guide planning at the local level.

Policy Research, Analysis and Reporting

- Conduct analysis of pros and cons of local Continuum of Care options, and if favorable, develop implementation plan.
- Conduct a land use inventory identifying suitable sites for housing.
- Review local ordinances for consistency with the Strategic Plan, and identify amendments/develop model ordinances where possible.
- Identify and report on national best practices and state-level legislation, policies, and other practices that could enhance MWHI implementation.

Special Projects

- Evaluate feasibility, development and sustainability of sobering centers, one-stop homelessness resource centers, and runaway and homeless youth integrated service system, including a runaway and homeless youth shelter.
- Research, identify and evaluate effective means to address panhandling and identify alternatives for implementation.
- Support community efforts, as appropriate and when requested by the participating jurisdictions, such as the new men's shelter, reentry housing facility, or veterans' transitional housing.
- Implement employment, transportation, education, financial literacy, and primary health care street outreach objectives in the MWHI Strategic Plan.
- Provide technical assistance to the new Marion County Veteran Services Officers in best practices in addressing veteran homelessness.
- Provide assessment and support to Monmouth and Independence on special projects related to homelessness.

CITY COUNCIL MEETING: November 6, 2017

AGENDA ITEM NUMBER:_____

TO: **MAYOR CLARK AND COUNCIL MEMBERS**

THROUGH: **CHRISTOPHER C. EPPLEY, CITY MANAGER**

FROM: **E. SHANNON JOHNSON, CITY ATTORNEY**

SUBJECT: **AGREEMENT WITH MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS**

The City has been working on contract negotiations with Mid-Willamette Valley Council of Governments for the creation of an Americans with Disabilities Act (ADA) Transition Plan. An ADA Transition Plan outlines the City's strategy for complying the Americans with Disabilities Act (ADA). The parties have agreed upon the terms and a copy of the agreement is attached to the Resolution for your consideration.

RECOMMENDATION:

Adopt the attached Resolution Authorizing the City Manager to Sign the Agreement with the Mid-Willamette Valley Council of Governments.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2017-_____

AUTHORIZING CITY MANAGER TO SIGN AGREEMENT WITH MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS TO ASSIST WITH DEVELOPMENT OF AN ADA TRANSITION PLAN

WHEREAS, Title II of the Americans with Disabilities Act (ADA) requires that the City adopt an ADA Transition Plan;

WHEREAS, the City desires to prepare an ADA Transition Plan that outlines a strategy for compliance with the ADA;

WHEREAS, Mid-Willamette Valley Council of Governments (COG) proposes to assist in development of an ADA Transition Plan;

WHEREAS, the City Council finds it appropriate to enter into an agreement with COG to work towards development of an ADA Transition Plan;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to sign the attached Agreement with the Mid-Willamette Council of Governments to assist with the development of an ADA Transition Plan.

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

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

PASSED this _____ day of _____, 2017.

SIGNED this _____ day of _____, 2017.

_____
Mayor

_____
City Recorder

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

AGREEMENT

between

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

and

CITY OF KEIZER

* * * *

THIS AGREEMENT is made and entered into this ___ day of _____, 2017, by and between CITY OF KEIZER, an Oregon Municipal Corporation ("CITY"), and the MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS ("COG"), a voluntary intergovernmental association created by charter and Agreement pursuant to ORS Chapter 190, of which CITY is a member.

WITNESSETH:

IN CONSIDERATION of the mutual benefits and obligations set out herein, the parties agree as follows:

I. Services

A. COG agrees to provide services described in Exhibit "A", which is attached hereto and incorporated by reference into this Agreement.

II. Method of Payment and Payment Schedule

COG shall submit invoices on a lump sum basis upon completion of the following milestones:

A. Completion of COG tasks as identified under Exhibit A.I. Facilities: **$1,000**

B. Completion of COG tasks as identified under Exhibit A.II. Parks: **$12,500**

C. Completion of COG tasks as identified under Exhibit A.III. Infrastructure **$15,000**

D. CITY shall reimburse COG for all mailing, printing and publication costs, if applicable, to be billed as a separate line item and at the expense of the City.

E. Additional meetings, if requested in writing and authorized by the City, shall be billed at the hourly contracted rate of $100.00/hour.

F. Payment for services shall be made per invoice for services performed within 30 days of receipt of invoice.

III. Termination and Amendment

A. This Agreement shall be terminated on December 31, 2018 unless otherwise agreed to by COG and CITY by amendment to this Agreement.

B. This Agreement may be terminated for convenience by either party upon written notice of thirty (30) calendar days. In the event of contract termination for convenience, COG shall be due payment for all work completed by the time of termination.

C. This Agreement may be amended only by written agreement executed between the parties.

IV. Independent Contractor

A. The CITY has engaged COG as an independent contractor for the accomplishment of a particular service. Neither party, nor the officers and employees of either party shall be deemed the agents or employees of the other party for any purpose. It is agreed to that COG shall act and be an independent contractor and not an employee of the City, and shall obtain no rights to any employee benefits, which accrue, to City's employees. COG or its employees are 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. It is understood that City does not agree to use COG exclusively. It if further understood that COG is free to contract for similar services to be performed for other persons while it is under contract with City.

V. Assignments

A. Neither the City nor COG shall assign this Agreement without the written consent of the other.

VI. COG Insurance

A. During the term of this Agreement, COG shall maintain, at a minimum, the following insurance:

   a. General Liability. COG shall maintain commercial general liability insurance in the amount of $1,000,000, which protects it from claims for personal injury, bodily injury and property damage.

b. COG shall keep in effect during the term of this Agreement, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than $1,000,000. Annual aggregate limit shall not be less than $2,000,000.

c. Workers' Compensation Insurance. Prior to commencing services, and on an annual basis thereafter, COG shall, if requested, provide City with a certificate of insurance attesting to existence of workers' compensation insurance.

VII. Indemnification

A. Each party to this Agreement shall defend and indemnify each other party and such other parties' officers, employees and agents to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30.260-30.300) of any nature whatsoever resulting from, arising out of, or relating to the activities of the indemnifying party or its officers, employees, subcontractors or agents under this Agreement, provided that no party to this Agreement shall be required to indemnify any other party for any liability arising out of the wrongful acts of the employees or agents of the other party.

VIII. Ownership of Work Product

A. Upon payment of fees and expenses, all instruments of professional services prepared by COG on this project, including but not limited to, checklists, maps and photos, if any, are the property of the City, provided however that COG shall be entitled to own and retain any methodology COG used to collect and analyze data related to the project.

IX. Mediation

A. City and COG agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

X. Remedies

A. If, after good-faith efforts through mediation do not resolve the dispute, each party shall be entitled to all remedies available at law and in equity to enforce rights under terms of this contract.

XI. Severability

A. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be

amended to the minimum extent required to make such term or provision enforceable and valid.

XII. Governing Law

A. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Oregon.

XIII. Entire Agreement

A. This Agreement represents the entire and integrated agreement between City and COG and supersedes all prior negotiations, statements or agreements, either written or oral. There are no conditions, agreements or representations between the parties except as expressed herein. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

XIV. Notices

A. All notices hereunder shall be given in writing and mailed postage prepaid, addressed to the parties at such address set forth below or as either party may provide to the other by notice given in accordance with this provision, or hand delivered in person. Any notice delivered by personal delivery shall be deemed to be given upon actual receipt. Any notice sent by mail shall be deemed to be given five (5) days after mailing.

CITY	COG
City Manager City of Keizer 930 Chemawa Road NE PO Box 21000 Keizer, OR 97307	Community Development Director Mid-Willamette Valley Council of Governments 100 High Street SE, Suite 200 Salem, OR 97301

XV. Prevailing Party.

A. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such proceeding. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

IN WITNESS WHEREOF, both parties have signed and executed the above agreement as of the day and year first above written.

MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS

By: _____
Sean O'Day, Executive Director

Date: 25 OCT 2017

CITY OF KEIZER

By: _____
Christopher C. Eppley, City Manager

Date: _____

EXHIBIT A

Scope of Work

A Transition Plan is a document that outlines a strategy for the City to progress toward compliance with the Americans with Disabilities Act (ADA). The Transition Plan identifies barriers for persons with disabilities and a schedule to remove those barriers over time and must include:

- A list of the physical barriers in the City's facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities;
- A detailed outline of the methods to be used to remove these barriers and make the facilities accessible;
- A schedule for taking the steps necessary to achieve compliance with the ADA, Title II;
- Provide opportunity for the public to provide comment on the Transition Plan; and
- The name of the individual responsible for the plan's implementation.

This Scope of Work will assist the City of Keizer in the eventual completion and adoption of an ADA Transition Plan as follows:

A. COG will complete the tasks noted under "COG Scope of Work."

B. City will complete the tasks noted under "City Scope of Work."

To assist the City of Keizer in eventual completion and adoption of an ADA Transition Plan, the Mid-Willamette Valley Council of Governments (COG) proposes to assist in an assessment of all City of Keizer public facilities to determine if there are barriers to City services, programs, and activities for persons with disabilities. The City will identify which buildings, parks, and rights-of-way adjacent to City facilities are applicable and will develop a schedule for completion of the assessment, identification of barriers, public review process, barrier removal timeline, public review process and eventual adoption of the ADA Transition Plan in order to comply with Title II of the ADA.

After completion of the listed Tasks, the parties anticipate entering into a separate agreement to conduct the public process associated with prioritization of projects and timelines for completion and complete and adopt a final ADA Transition Plan.

COG Scope of Work

I. Facilities **$1,000**

Phase I report to be completed by December 2017 by COG staff along with development of templates for Phase II and III reports as outlined below.

A. Facilities included:
   1. Keizer Civic Center (City Hall, Police, Community Center) – 930 Chemawa Road NE, Keizer OR 97303

a. Completed in March 2009.
b. COG will initiate the ADA Transition Plan/Report and will develop a draft chapter addressing Keizer Civic Center.

The 2010 ADA regulations introduced the concept of "safe harbor", which allows facilities built prior to March 15, 2012 that comply with the 1991 ADA Standards to remain as-is until the structural feature is altered.

> *This safe harbor is not a blanket exemption for facilities. If a public entity undertakes an alteration to a primary function area, only the required elements of a path of travel to that area that already comply with the 1991 Standards are subject to the safe harbor. If a public entity undertakes an alteration to a primary function area and the required elements of a path of travel to the altered area do not comply with the 1991 Standards, then the public entity must bring those elements into compliance with the 2010 Standards (*§ 35.151(b)(4)(ii)(C) Path of travel--safe harbor).

In addition to the exceptions, Title II Regulations specify structural elements not previously included in the 1991 ADA Standards that do not fall under the safe harbor provision:

> *§ 35.150(b)(2)(ii) The safe harbor provided in § 35.150(b)(2)(i) does not apply to those elements in existing facilities that are subject to supplemental requirements (i.e., elements for which there are neither technical nor scoping specifications in the 1991 Standards). Elements in the 2010 Standards not eligible for the element-by-element safe harbor are identified as follows—*
>
> *(A) Residential facilities dwelling units, sections 233 and 809.*
>
> *(B) Amusement rides, sections 234 and 1002; 206.2.9; 216.12.*
>
> *(C) Recreational boating facilities, sections 235 and 1003; 206.2.10.*
>
> *(D) Exercise machines and equipment, sections 236 and 1004; 206.2.13.*
>
> *(E) Fishing piers and platforms, sections 237 and 1005; 206.2.14.*
>
> *(F) Golf facilities, sections 238 and 1006; 206.2.15.*
>
> *(G) Miniature golf facilities, sections 239 and 1007; 206.2.16.*
>
> *(H)) Play areas, sections 240 and 1008; 206.2.17.*
>
> *(I) Saunas and steam rooms, sections 241 and 612.*
>
> *(J) Swimming pools, wading pools, and spas, sections 242 and 1009.*
>
> *(K) Shooting facilities with firing positions, sections 243 and 1010.*
>
> *(L) Miscellaneous.*
>
> *(1) Team or player seating, section 221.2.1.4.*
>
> *(2) Accessible route to bowling lanes, section. 206.2.11.*
>
> *(3) Accessible route in court sports facilities, section 206.2.12.*

II. Parks- Phase II to be completed by March 2018 by COG staff $12,500

A. Checklist compliance and report based upon attached 2010 ADA Standards for Accessible Design; Oregon State Building Code (October 2013)

B. ADA Transition Plan/Report will include maps and photos of all parks and a checklist for each facility using the attached Northwest ADA Center Accessibility Checklist (October 2013). Electronic/GIS maps and data can be provided.

C. 18 Facilities including:

1. Bair Park & Reservoir - 1100 Bair Road, Keizer, OR 97307
2. Ben Miller Family Park - Alder Drive NE and Pleasantview Drive NE, Keizer, OR 97307
3. Bob Newton Family Park - 1300 Mandarin Way NE, Keizer, OR 97307
4. Carlson Skate Park/Chalmers Jones - 930 Chemawa Rd NE, Keizer, OR 97303
5. Claggett Creek Park - 1400 block Dearborn & Chemawa Road NE, Keizer, OR 97307
6. Country Glen Park - 1400 Block Parkside Court NE, Keizer, OR 97303
7. Hidden Creek Park - NE Whisper creek Loop, Keizer, OR 97307
8. Keizer Little League Park - 5245 Ridge Drive NE, Keizer, OR 97307
9. Keizer Rapids Park - 1900 Chemawa Rd N, Keizer, OR 97303
10. Meadows Park - 7717 River Road N, Keizer, OR 97307
11. Mike Whittam park - 5205 Ridge Drive NE, Keizer, OR 97307
12. Northridge Park - North of Chemawa along Claggett Creek, Keizer, OR 97307
13. Northview Terrace Park - 4600 Block 18th Avenue NE, Keizer, OR 97307
14. Palma Ciea Park - 900 Cummings Lane, Keizer, OR 97303
15. PFC Ryan J. Hill Memorial Park - 6100 Keizer Station Blvd N, Keizer, OR 97303
16. Sunset Park - 3800 Rivercrest Drive N, Keizer, OR 97303
17. Wallace House Park - 3535 Rivercrest Drive N, Keizer, OR 97303
18. Williamette Manor Park - 3800 5th Avenue N, Keizer, OR 97303

III. Infrastructure (ROW ramps, sidewalks) $15,000

Phase III to be completed by October 2018- COG to develop methodology for evaluating facilities to be completed by Keizer Public Works staff with technical assistance by COG staff and final report GIS mapping data/survey analysis to be completed by COG staff

A. Checklist compliance and report based upon attached 2010 ADA Standards for Accessible Design; Oregon State Building Code (October 2013)
B. COG to develop methodology for data collection – all data to be completed/collected by Keizer Public Works Dept. staff in Spring/Summer 2018
C. Photos and data to be uploaded into GIS maps for City use upon completion of all data collection.
D. Data collection tables include but not limited to:

Sidewalks

1. Pathway width (measure by segments between street)
2. Material (gravel, dirt, grass, paved, non-existent)

Curb Ramps

1. Slope %, width, length,
2. Design and material
3. Signalization- to be included in maps
4. Crosswalks – marked or unmarked

City Scope of Work

A. Staffing- Access to technical advisory committee (TAC) members including: Public Works Director and staff; City Manager; Planning Dept.; and others assigned by City to serve on the TAC.

B. GIS base layer maps, as needed, for creation of various maps and data collection layers for data collection and reporting.

C. Keizer Public Works staff to complete infrastructure data collection as stated in Section III above.

CITY COUNCIL MEETING: November 6, 2017

AGENDA ITEM NUMBER:_____

TO: **MAYOR CLARK AND COUNCIL MEMBERS**

THROUGH: **CHRISTOPHER C. EPPLEY, CITY MANAGER**

FROM: **E. SHANNON JOHNSON, CITY ATTORNEY**

SUBJECT: **VACATION OF PHILIP STREET – AUTHORIZATION OF SIGNING CONSENT TO PETITION TO VACATE**

One of the conditions for the Herber Farms decision was the vacation of Philip Street right-of-way, an undeveloped street between Verda Lane and Claggett Creek. To initiate the street vacation, owners of the abutting property and two-thirds of the affected area must consent to the petition.

The owners of the Herber properties have signed the petition for the property they own. However, those properties by themselves do not meet the requirements necessary to initiate the street vacation. To initiate the street vacation, owners of the abutting property and two-thirds of the affected area must consent to the petition.

The City owns lots on the east side of Philip Street (see map). Therefore, the Herber family has requested that the City consider consenting to the petition as abutting property owner and additional affected property owner. If the City signs on as a property owner to the petition, the required abutting property owner threshold and the two-thirds threshold will be reached.

It should be noted that the City did place a condition on the decision and that the City does not have any future plans for developing Philip Street. By consenting to the street vacation, the process for satisfying the condition can move forward.

RECOMMENDATION:

Review the matter to see if there are any questions or concerns. If not, adopt the attached Resolution authorizing the City Manager to sign the consent to petition to vacate Philip Street.

Please let me if you have any questions. Thank you.
ESJ/tmh

07 3W 02AA
KEIZER

MARION COUNTY, OREGON
NE1/4 NE1/4 SEC2 T7S R3W W.M.
SCALE 1" = 100'

LEGEND

LINE TYPES

- Taxlot Boundary
- Historical Boundary
- Road Right-of-Way
- Easement
- Railroad Right-of-Way
- Railroad Centerline
- Private Road ROW
- Taxcode Line
- Subdivision/Plat Bndry
- Map Boundary
- Waterline - Taxlot Bndry
- Waterline - Non Bndry

SYMBOL TYPES

- Survey Monument
- 1/16TH Section Cor.
- Road Station
- 1/4 Section Cor.
- DLC Corner
- Section Corner

NUMBERS

Tax Code Number
000 00 00 0

Acreage 0.25 AC — All acres listed are Net Acres, excluding any portions of the taxlot within public ROWs

NOTES

Tick Marks: If a tick mark is indicated on the end of a line, then the dimension goes to the tick mark. This is used when dimensions extend into public right-of-ways.

200.00
175.00

CANCELLED NUMBERS

100
200
300
1400
3900

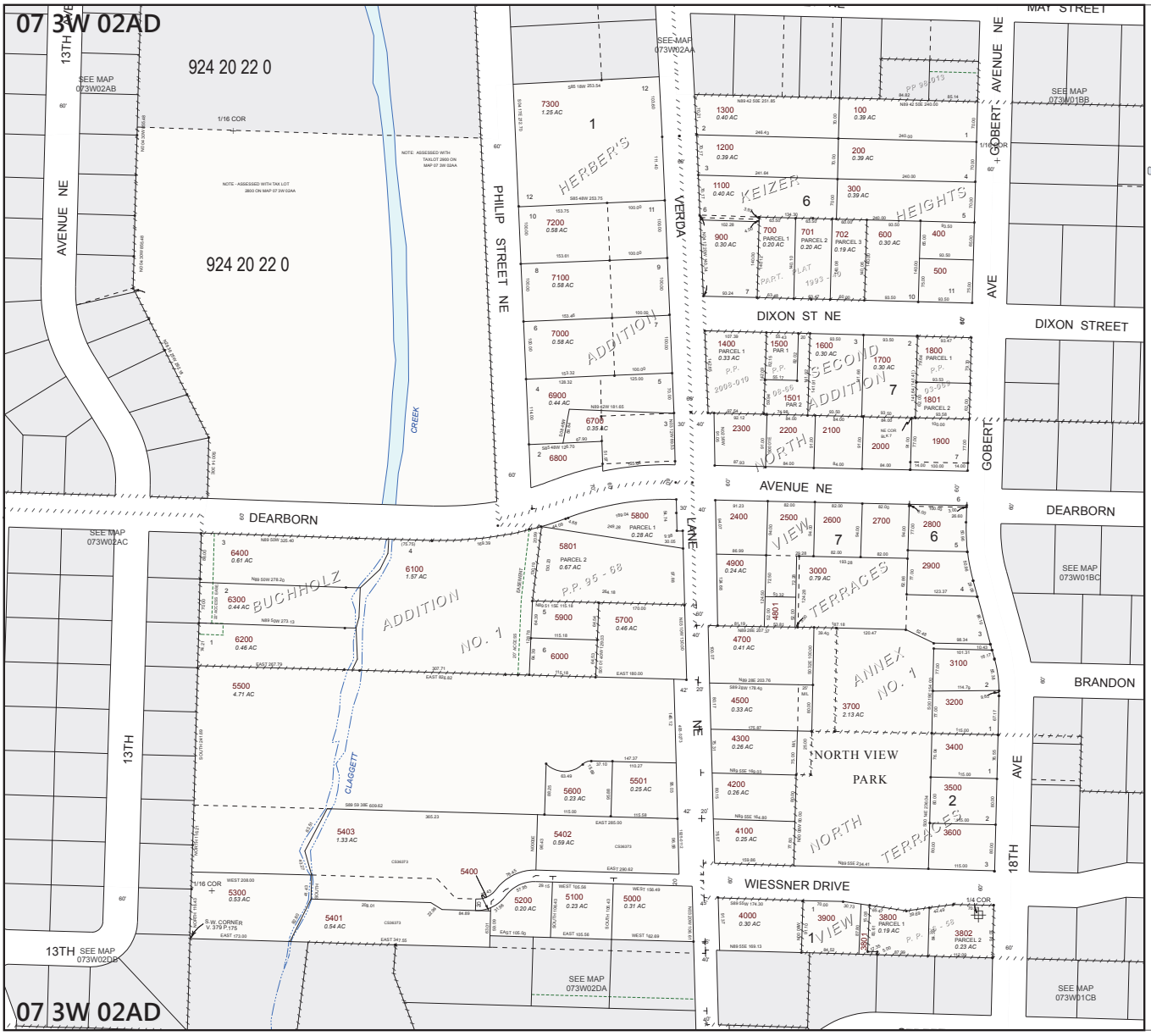
DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY

Marion County OREGON — Assessors Office Cartography Dept

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT www.co.marion.or.us

PLOT DATE: 4/18/2017

KEIZER
07 3W 02AA



07 3W 02AD
KEIZER

MARION COUNTY, OREGON

SE1/4 NE1/4 SEC2 T7S R3W W.M.
SCALE 1" = 100'

LEGEND

LINE TYPES

- Taxlot Boundary
- Historical Boundary
- Road Right-of-Way
- Easement
- Railroad Right-of-Way
- Railroad Centerline
- Private Road ROW
- Taxcode Line
- Subdivision/Plat Bndry
- Map Boundary
- Waterline - Taxlot Bndry
- Waterline - Non Bndry

SYMBOL TYPES

- Survey Monument
- 1/16TH Section Cor.
- Road Station
- 1/4 Section Cor.
- DLC Corner
- 16 15 / 21 22 Section Corner

NUMBERS

Tax Code Number

000 00 00 0

Acreage 0.25 AC — All acres listed are Net Acres, excluding any portions of the taxlot within public ROWs

NOTES

Tick Marks: If a tick mark is indicated on the end of a line, then the dimension goes to the tick mark. This is used when dimensions extend into public right-of-ways.

200.00
175.00

CANCELLED NUMBERS

800
1000
3300
4400
4600
4800
5502
6500
6600

DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY

Marion County OREGON — Assessors Office Cartography Dept

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT www.co.marion.or.us

PLOT DATE: 7/6/2016

KEIZER
07 3W 02AD

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2017-_____

AUTHORIZING CITY MANAGER TO SIGN CONSENT TO PETITION TO VACATE PHILIP STREET

WHEREAS, the Herber family is required to petition to vacate Philip Street;

WHEREAS, abutting owners of Philip Street and two-thirds of the affected area owners must sign consents to the petition to vacate Philip Street;

WHEREAS, the Owners of the Herber properties have signed the petition for property they own;

WHEREAS, the Herber family has requested that the City consent as abutting owner and owner of the affected area to the petition;

WHEREAS, the City Council has considered the matter and determined that the proposed street vacation was a condition of approval, that the City has no plans for development of Philip Street and desires to consent to the petition;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to sign the consent to Petition to Vacate Philip Street on behalf of the City as both the owner of the abutting property and property in the affected area.

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

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

PASSED this _____ day of _____, 2017.

SIGNED this _____ day of _____, 2017.

_____
Mayor

_____
City Recorder

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

CITY COUNCIL MEETING: November 6, 2017

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

FROM: MACHELL DEPINA
HUMAN RESOURCES DIRECTOR

SUBJECT: EXTENDING CITY MANAGER'S EMPLOYMENT CONTRACT

ISSUE

The City Manager's contract allows one year contract extensions by written notice each year. The extension requires an affirmative vote of the Council. The extension is not an evaluation or discussion of the compensation package. That occurs in late spring. The attached Resolution extends the City Manager's employment contract for one year to June 30, 2019.

RECOMMENDATION

It is recommended that the Council review the attached Resolution and take appropriate action.

If you have any questions regarding this staff report, please contact me by phone at 503-856-3417 or by email at depinam@keizer.org.

Thank you.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2017-_____

EXTENDING CITY MANAGER'S
EMPLOYMENT CONTRACT (2018-2019)

WHEREAS, the City of Keizer and Christopher C. Eppley entered into that certain Employment Contract dated July 1, 2012;

WHEREAS, such Employment Contract terminates on June 30, 2018 unless extended by an affirmative vote of the City Council;

WHEREAS, the City Council wishes to extend such contract and send notice thereof to the City Manager;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager Employment Contract is extended for one (1) year to June 30, 2019.

BE IT FURTHER RESOLVED that the Mayor is authorized to send written notice of such extension to the City Manager indicating that the Employment Contract is extended on the same terms and conditions as set forth in the contract.

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

PASSED this _____ day of _____, 2017.
SIGNED this _____ day of _____, 2017.

_____
Mayor

_____
City Recorder

CITY COUNCIL MEETING: November 6, 2017

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

FROM: MACHELL DEPINA
HUMAN RESOURCES DIRECTOR

SUBJECT: EXTENDING CITY ATTORNEY'S EMPLOYMENT CONTRACT

ISSUE

The City Attorney's contract allows one year contract extensions by written notice each year. The extension requires an affirmative vote of the Council. The extension is not an evaluation or discussion of the compensation package. That occurs in late spring. The attached Resolution extends the City Attorney's employment contract for one year to June 30, 2019.

RECOMMENDATION

It is recommended that the Council review the attached Resolution and take appropriate action.

If you have any questions regarding this staff report, please contact me by phone at 503-856-3417 or by email at depinam@keizer.org.

Thank you.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2017-_____

EXTENDING CITY ATTORNEY'S
EMPLOYMENT CONTRACT (2018-2019)

WHEREAS, the City of Keizer and E. Shannon Johnson entered into that certain Employment Contract dated July 1, 2012;

WHEREAS, such Employment Contract terminates on June 30, 2018 unless extended by an affirmative vote of the City Council;

WHEREAS, the City Council wishes to extend such contract and send notice thereof to the City Attorney;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Attorney Employment Contract is extended for one (1) year to June 30, 2019.

BE IT FURTHER RESOLVED that the Mayor is authorized to send written notice of such extension to the City Attorney indicating that the Employment Contract is extended on the same terms and conditions as set forth in the contract.

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

PASSED this _____ day of _____, 2017.
SIGNED this _____ day of _____, 2017.

_____
Mayor

_____
City Recorder

COUNCIL MEETING: November 6, 2017

AGENDA ITEM NUMBER: _____

TO: **MAYOR CLARK AND CITY COUNCIL MEMBERS**

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

FROM: **TRACY L. DAVIS, MMC**
CITY RECORDER

SUBJECT: **GALINA COURT STREET LIGHTING LOCAL IMPROVEMENT DISTRICT**

ISSUE:

On September 18, 2017 the City Council adopted Resolution R2017-2802 declaring the City's intent to initiate Galina Court Street Lighting Local Improvement District and directing the City Engineer to make a survey and file a written report with the City Recorder. This Council action was taken in response to a petition from the developer requesting the formation of a lighting district in this area.

Attached to this staff report is a City Engineer's report filed for Galina Court Street Lighting Local Improvement District. The report was reviewed by the Public Works Department and found to meet the guidelines as outlined in the City of Keizer Ordinance for development of street lighting districts. Upon adoption of the report by the City Council, a public hearing will be scheduled to receive any remonstrances to the formation of this street lighting district.

FISCAL IMPACT:

The costs for establishing the district in the first year include a fee for the engineers report and an administrative fee to cover the costs for advertising and staff time in establishing the district. The City receives reimbursement from the property owners for these costs and the actual electricity used through assessments placed on the tax rolls. All activity is budgeted through the Street Lighting District Fund.

RECOMMENDATION:

It is recommended City Council adopt a Resolution approving the City Engineer's Report and set the public hearing date for December 4, 2017 to consider remonstrances and other comments on the district's formation and objections to proposed assessments.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2017-_____

APPROVING THE CITY ENGINEER'S REPORT; DECLARING THE CITY'S INTENT TO FORM GALINA COURT STREET LIGHTING LOCAL IMPROVEMENT DISTRICT; PROVIDING NOTICE AND SETTING HEARING

BE IT RESOLVED by the City Council of the City of Keizer, Oregon:

Section 1. That the City Council hereby finds the City Engineer's Report, marked as exhibit "A" and by this reference incorporated herein, containing preliminary plans and an estimate of probable costs for Galina Court Street Lighting Local Improvement District which was filed with the City Recorder on October 30, 2017 to be satisfactory, and the same are hereby approved and adopted.

Section 2. That the City Council hereby declares its intention to form Galina Court Street Lighting Local Improvement District and to make the lighting district improvements to serve Galina Court Street Lighting Improvement District.

Section 3. That the City Council hereby directs the City Recorder to give notice of its intention to form Galina Court Street Lighting Local Improvement District and to make the improvements by sending notice to the property owners within the district stating a public hearing will be held on December 4, 2017, said notice to also provide that information required under City of Keizer Ordinance 94-278, an ordinance providing for procedures for municipal lighting districts and special assessments.

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

PASSED this ____ day of _____, 2017.

SIGNED this ____ day of _____, 2017.

_____
Mayor

_____
City Recorder

ENGINEER'S REPORT
FOR
GALINA COURT
STREET LIGHTING DISTRICT

For City Council Action November 6, 2017

Prepared by:

AKS ENGINEERING & FORESTRY

Date: October 19, 2017

Project File: 4353-11

TO: The Hon. Mayor and City Council

FROM: City Engineer's Office

SUBJECT: Street Lighting District for Galina Court Subdivision

Authority and Purpose: This report is submitted in accordance with the requirements of City of Keizer **Ordinance No. 94-278** and Council **Resolution 2017-2802** for the purpose of creating the subject Street Lighting District.

District Boundaries and Map: A Map of the proposed District is attached showing the areas benefitted by the street lights proposed to be installed.

Lighting Plan: The lighting improvements will consist of 1, 47-Watt, LED luminaries at 25' mounting height on a 30', heavy duty gray, direct burial fiberglass pole with 6' aluminum mast arm. This design is selected to meet current city standards and provide the most efficient light coverage. It is recommended that installation be accomplished by the following method:

> Portland General Electric Co. (PGE) would install the underground wiring and supply the electrical power to the District. The luminaries and poles would be furnished, owned and maintained by PGE.

Estimated Costs:

Developer -	
1 Pole & 47-Watt luminary @ $13.12 per month ea. x 12 mos.	$157.44
Administrative Fee @ $8.10/Lot:	$48.60
Engineering @ $14.00/Lot:	84.00
Total Assessment	$290.04
(1) Per Lot Assessment (First Year, 6 Lots)	$48.34

(1) Includes tax roll preparation, audit, delinquencies and miscellaneous administrative costs to the City as authorized by Res. 94-716.

Method of Assessment: It is recommended that the costs be assessed on a per lot basis to each parcel in the district.

For the developer, the first year assessment would include the one-time costs for District formation and engineering. Subsequent year's assessments would reduce to $26.24 per lot.

Assessment Roll: The attached preliminary assessment roll identifies the benefitted properties and the first year assessments to be levied against each.

Respectfully submitted,

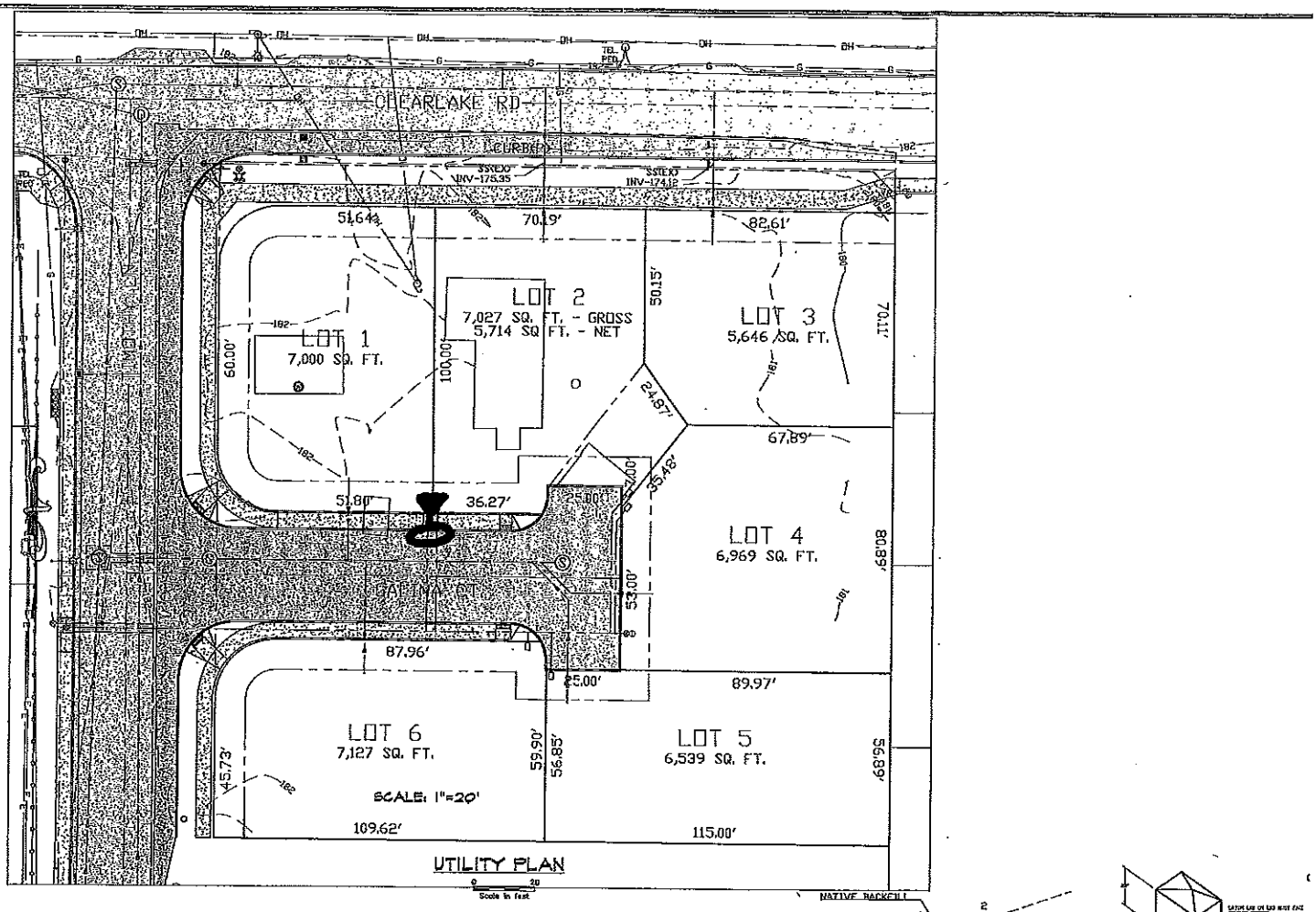
William I. Peterson, P.E.
City Engineer

PRELIMINARY ASSESSMENT ROLL

GALINA COURT
STREET LIGHTING DISTRICT

*Assessors Map 06 3W 23DB001

Lot#	Owner	Cost (per lot)
1-6	Makarenko, Gene 8477 Valley Way SE Turner, OR 97392	$48.34 (first year)
	Total Assessment:	$290.04



- Proposed Streetlight

COUNCIL MEETING: November 6, 2017

AGENDA ITEM NUMBER: _____

TO: **MAYOR CLARK AND CITY COUNCIL MEMBERS**

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

FROM: **TRACY L. DAVIS, MMC**
CITY RECORDER

SUBJECT: **PINECREST ADDITION STREET LIGHTING LOCAL IMPROVEMENT DISTRICT**

ISSUE:

On September 18, 2017 the City Council adopted Resolution R2017-2803 declaring the City's intent to initiate Pinecrest Addition Street Lighting Local Improvement District and directing the City Engineer to make a survey and file a written report with the City Recorder. This Council action was taken in response to a petition from the developer requesting the formation of a lighting district in this area.

Attached to this staff report is a City Engineer's report filed for Pinecrest Addition Street Lighting Local Improvement District. The report was reviewed by the Public Works Department and found to meet the guidelines as outlined in the City of Keizer Ordinance for development of street lighting districts. Upon adoption of the report by the City Council, a public hearing will be scheduled to receive any remonstrances to the formation of this street lighting district.

FISCAL IMPACT:

The costs for establishing the district in the first year include a fee for the engineers report and an administrative fee to cover the costs for advertising and staff time in establishing the district. The City receives reimbursement from the property owners for these costs and the actual electricity used through assessments placed on the tax rolls. All activity is budgeted through the Street Lighting District Fund.

RECOMMENDATION:

It is recommended City Council adopt a Resolution approving the City Engineer's Report and set the public hearing date for December 4, 2017 to consider remonstrances and other comments on the district's formation and objections to proposed assessments.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2017-_____

APPROVING THE CITY ENGINEER'S REPORT; DECLARING THE CITY'S INTENT TO FORM PINECREST ADDITION STREET LIGHTING LOCAL IMPROVEMENT DISTRICT; PROVIDING NOTICE AND SETTING HEARING

BE IT RESOLVED by the City Council of the City of Keizer, Oregon:

Section 1. That the City Council hereby finds the City Engineer's Report, marked as exhibit "A" and by this reference incorporated herein, containing preliminary plans and an estimate of probable costs for Pinecrest Addition Street Lighting Local Improvement District which was filed with the City Recorder on October 30, 2017 to be satisfactory, and the same are hereby approved and adopted.

Section 2. That the City Council hereby declares its intention to form Pinecrest Addition Street Lighting Local Improvement District and to make the lighting district improvements to serve Pinecrest Addition Street Lighting Improvement District.

Section 3. That the City Council hereby directs the City Recorder to give notice of its intention to form Pinecrest Addition Street Lighting Local Improvement District and to make the improvements by sending notice to the property owners within the district stating a public hearing will be held on December 4, 2017, said notice to also provide that information required under City of Keizer Ordinance 94-278, an ordinance providing for procedures for municipal lighting districts and special assessments.

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

PASSED this ____ day of _____, 2017.

SIGNED this ____ day of _____, 2017.

_____
Mayor

_____
City Recorder

ENGINEER'S REPORT
FOR
PINECREST ADDITION
STREET LIGHTING DISTRICT

For City Council Action November 6, 2017

CERT. EXP. DEC. 31, 2018

Prepared by:

AKS ENGINEERING & FORESTRY

Date: October 19, 2017

Project File: 4353-11

TO: The Hon. Mayor and City Council

FROM: City Engineer's Office

SUBJECT: Street Lighting District for Pinecrest Addition

Authority and Purpose: This report is submitted in accordance with the requirements of City of Keizer **Ordinance No. 94-278** and Council **Resolution 2017-2803** for the purpose of creating the subject Street Lighting District.

District Boundaries and Map: A Map of the proposed District is attached showing the areas benefitted by the street lights proposed to be installed.

Lighting Plan: The lighting improvements will consist of 2, 47-Watt, LED luminaries at 25' mounting height on one, 30' heavy duty gray, direct burial fiberglass pole with 6' aluminum mast arm, and one mounted on an existing wood utility pole with 6' aluminum mast arm. This design is selected to meet current city standards and provide the most efficient light coverage. It is recommended that installation be accomplished by the following method:

> Portland General Electric Co. (PGE) would install the underground wiring and supply the electrical power to the District. The luminaries and poles would be furnished, owned and maintained by PGE.

Estimated Costs:

Developer -	
1 Pole & 2, 47-Watt luminaries @ $18.12 per month ea. x 12 mos.	$217.44
Administrative Fee @ $8.10/Lot:	$40.50
Engineering @ $14.00/Lot:	70.00
Total Assessment	$327.94
(1) Per Lot Assessment (First Year, 5 Lots)	$65.59

(1) Includes tax roll preparation, audit, delinquencies and miscellaneous administrative costs to the City as authorized by Res. 94-716.

Method of Assessment: It is recommended that the costs be assessed on a per lot basis to each parcel in the district.

For the developer, the first year assessment would include the one-time costs for District formation and engineering. Subsequent year's assessments would reduce to $43.49 per lot.

Assessment Roll: The attached preliminary assessment roll identifies the benefitted properties and the first year assessments to be levied against each.

Respectfully submitted,

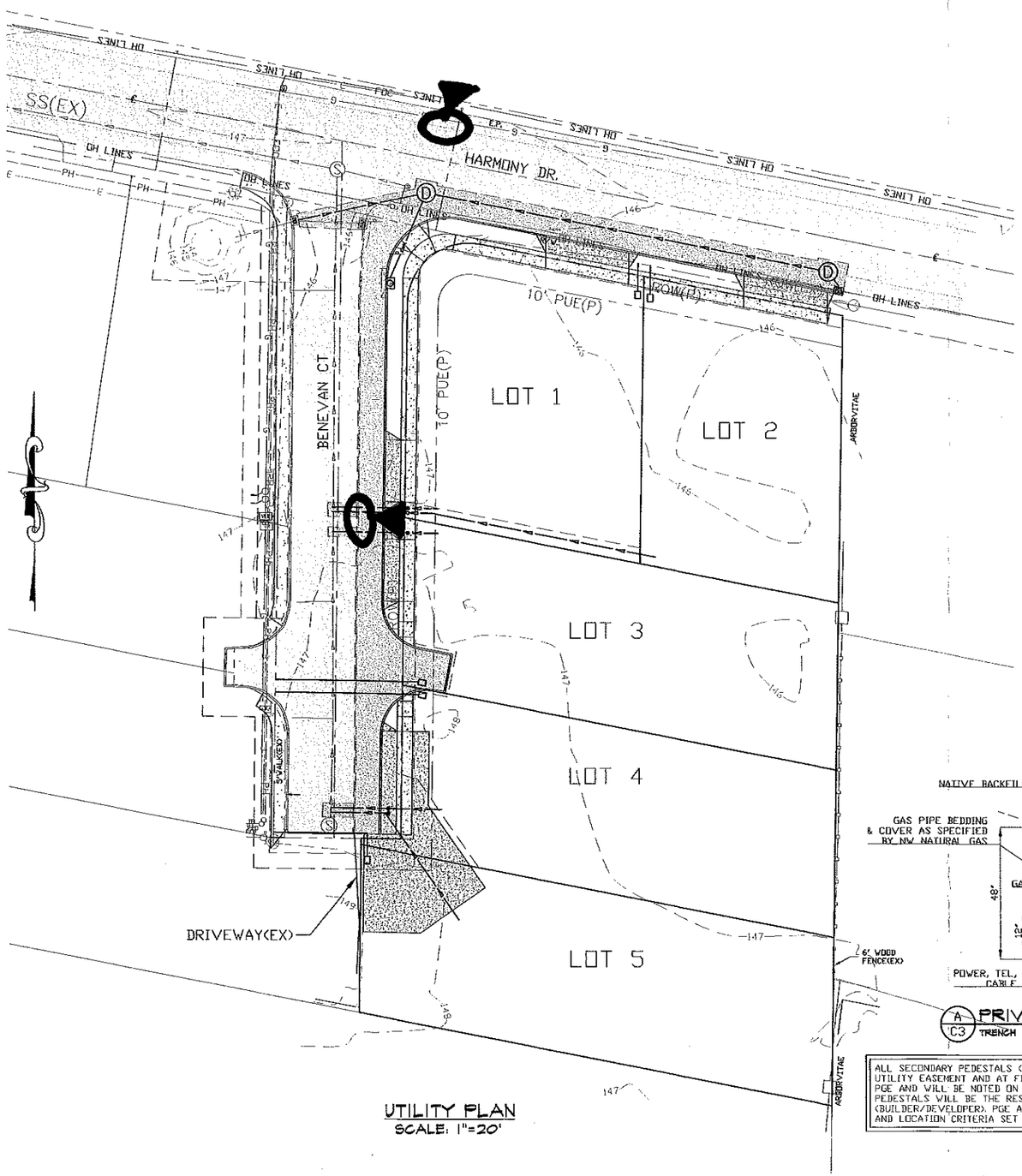
William I. Peterson, P.E.
City Engineer

PRELIMINARY ASSESSMENT ROLL

GALINA COURT
STREET LIGHTING DISTRICT

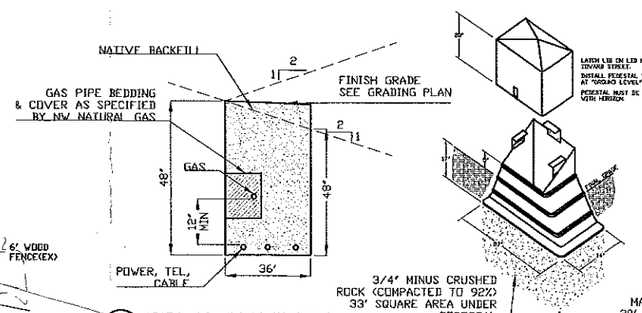
*Assessors Map 06 3W 35AC 05700

Lot#	Owner	Cost (per lot)
1-5	MC Northwest, Inc. 1466 McDonald St. NE Salem, OR 97301	$65.59 (first year)
	Total Assessment:	$327.94



UTILITY PLAN
SCALE: 1"=20'

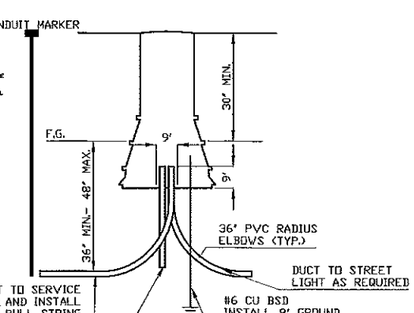
- Proposed streetlight (2)



A C3 PRIVATE UTILITY TRENCH

3/4" MINUS CRUSHED ROCK (COMPACTED TO 92%) 33' SQUARE AREA UNDER PEDESTAL

SECONDARY SPLICE PEDESTAL
SCALE: 1" = 1'-0"



SECTION
SCALE: 1" = 1'-0"

ALL SECONDARY PEDESTALS (PF-300) TO BE INSTALLED ON PROPERTY LINES WITHIN THE UTILITY EASEMENT AND AT FINAL GRADE. ALTERNATE LOCATIONS MUST BE APPROVED BY PGE AND WILL BE NOTED ON THE SKETCH. COST FOR RELOCATIONS OR ADJUSTMENTS OF PEDESTALS WILL BE THE RESPONSIBILITY OF THE REQUESTING PARTY (BUILDER/DEVELOPER). PGE APPROVALS OF INSTALLATION WILL BE BASED ON FINAL GRADE AND LOCATION CRITERIA SET BY THE DEVELOPER OR HIS AGENT.

FOR REVIEW
NOT FOR CONSTRUCTION

REV.	DATE	BY	DESCRIPTION
0	01-31-17	GPH	ISSUED FOR CITY OF KEIZER PLAN CHECK

ENGINEER:
WILLAMETTE ENGINEERING INC.
P.O. BOX 9032
SALEM, OREGON 97305
PH: 503-304-0905
FAX: 503-304-9512

COMPOSITE UTILITY PLAN, DETAILS, AND GRADING PLAN

BENEVAN
5 LOT SUBDIVISION

1330 CLEAR LAKE RD NE
KEIZER, OREGON 97303

DESIGNED BY:	GPH
DRAWN BY:	RW
DATE:	01-31-17
JOB NO.	2016-107
CLIENT NO.	
DRAWING NO.	C3
REV.	0

MINUTES
KEIZER CITY COUNCIL
Monday, October 16, 2017
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 7:00 pm. Roll Call was taken as follows:

Present:
Cathy Clark, Mayor
Marlene Parsons, Councilor
Kim Freeman, Councilor
Bruce Anderson, Councilor
Laura Reid, Councilor
Amy Ryan, Councilor
Roland Herrera, Councilor
Youth Councilor Samuel Hernandez

Staff:
Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development
John Teague, Police Chief
Tim Wood, Finance Director
Tracy Davis, City Recorder

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. Proclamation – Domestic Violence Awareness Month

Walt Beglau, Marion County District Attorney, provided information regarding domestic violence in the area and praised the Keizer Police Department for their thorough investigations.

Jane Downey, Director of the New Center for Domestic Hope and Safety shared information about services offered at the New Center for Hope and Safety.

Kim Larson, Director of the Marion County Victim Assistance Program, shared information about the Marion County Domestic Violence Council and provided information about training that has been undertaken in the past year, advocacy efforts, and work done to provide stabilized homes for children.

Mayor Clark read the proclamation and thanked Mr. Beglau, Ms. Larson and Ms. Downey for their efforts.

COMMITTEE REPORTS

Cat Gaynor, Keizer Parks Board, reported that the Board had passed a recommendation that the Council create designated smoking areas in City Parks. She also reviewed the staff report given at the Board meeting.

Matt Lawyer, Keizer Parks Board, reviewed a handout which prioritized park needs and urged everyone to provide feedback and direction to the Board on what they think are the greatest needs. City Manager Chris

Eppley urged that ADA access be incorporated into this review so that all city parks are compliant. Discussion followed regarding the need for improved basketball courts, lighting, and trails. By consensus Council indicated that they would like the Parks Board to move forward with this plan and get public input. Mr. Lawyer concluded his report noting that the Board had considered developing a policy for naming an altered amenity but the issue was tabled with the intent that it should be dealt with on a case-by-case basis.

PUBLIC TESTIMONY

Dave Wallery, Keizer, reported that the street light mounted Christmas lights are in good shape. The tree at Wallery Plaza is getting bigger and will need more lights eventually. He was replaced sockets and wires that needed replacing so all lights work. A maximum of $500 for lights will be needed. Finance Director Tim Wood interjected that there is about $1,000 in miscellaneous expense and a portion of this could be used. Council agreed by consensus to provide the money for bulbs this year.

Rich Ford, Keizer, representing the Keizer Parks Foundation, reviewed the recent eclipse event and noted that after paying all expenses including reimbursement to the city, the net was $25,000 to $29,000. The Board has decided to keep the funds for a matching grant program similar to that offered by the Parks Advisory Board. Unsold tee-shirts were donated to Claggett Creek middle school.

Colleen Busch, Keizer, Salem-Keizer Transit District Board, reported that the Board had discussed enhancements related to House Bill 2017 which include Saturday and late-night service. She invited everyone to the strategic planning session and noted that along with House Bill 2017, funds have been set aside to help build sidewalks for safe routes to school. She urged that those interested watch for the scheduled rules and grant request timelines.

PUBLIC HEARINGS None

ADMINISTRATIVE ACTION

a. ORDER – In the Matter of the Application of ACP I LLC for a Third Amendment to the Keizer Station Master Plan

Attorney Johnson reminded Council that they directed staff to come back with an Order on this matter and it is before Council in response to that direction.

Councilor Parsons moved that the Keizer City Council adopt an Order In the Matter of the Application of ACP I LLC for a Third Amendment to the Keizer Station Master Plan (Area A – Village Center) (Master Plan Case No. 2017-17). Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Ryan, Freeman, Herrera and Anderson (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

b. ORDINANCE – Terminating the Urban Renewal Agency of the City of Keizer

Mr. Johnson noted that this action is parallel to action taken by the Agency. It terminates the Urban Renewal Agency and accepts the Agency assets. The Agency was the property owner for the focal point and allowed signage there. Since the agency is going away Council should consider if they want to continue that allowance. Also he reminded Council of the use of funds from the River Road Renaissance project due to the Keizer Station LID default. At that time Council indicated that if the default property ever sold and jurisdictions were reimbursed, the funds would go back to the River Road Renaissance project.

Councilor Parsons moved that the Keizer City Council adopt a Bill for an Ordinance Terminating the Urban Renewal Agency of the City of Keizer. Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Ryan, Freeman, Herrera and Anderson (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

Council agreed by consensus to have the Festivals Advisory Board come back with a recommendation regarding signage at the Focal Point.

Discussion took place regarding proceeds of sales at Keizer Station, leveraging dollars for improvements on River Road and the goal of River Road Renaissance. Council indicated they were in favor of continuing to pursue the original River Road Renaissance goal.

CONSENT CALENDAR

a. RESOLUTION – Authorizing City Manager to Enter Into Intergovernmental Agreement with Salem-Keizer School District 24J (School Resource Officers)
b. RESOLUTION – Designating Rental Income as Dedicated Park Operations Revenue
c. Approval of September 11, 2017 Work Session Minutes
d. Approval of September 18, 2017 Regular Session Minutes
e. Approval of October 2, 2017 Regular Session Minutes

Mayor Clark pulled item B

Councilor Parsons moved for approval of Items a, c, d and e of the Consent Calendar. Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Ryan, Freeman, Herrera and Anderson (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

Regarding item b, Mayor Clark asked for clarification on how the funds would be used. Explanation followed. Mr. Johnson suggested replacing 'park operations expense' with 'Parks Fund expenditures' on lines 15 and

19 and replacing ‘held in reserve for future years’ with ‘carried over for future Park Fund expenditures’ on line 23.

Councilor Parsons moved that the Keizer City Council adopt a Resolution Designating Rental Income as Dedicated Park Operations Revenue as amended. Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Ryan, Freeman, Herrera and Anderson (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

COUNCIL LIAISON REPORTS

Councilor Ryan announced that the Public Arts Commission would be meeting every other month rather than monthly; charrettes are still scheduled for the story pole project, Keizer United is working on a Peer Court fundraiser, and she attended Kevin Dial’s retirement. Mayor Clark congratulated Colonel Dial and thanked him for his service to our nation and the community.

Councilor Freeman thanked Councilors Parsons and Herrera for covering for her while she was out of town, announced the cancellation of the Volunteer Coordinating Committee meeting and reviewed various openings on city committees.

Councilor Reid announced that she is recruiting for youth committee liaisons. She praised the Keizer Homegrown Theater production and the intermission performance and reported on various events that she had attended or participated in including: Habitat for Humanity, Fire District Open House, Keizer Heritage Board meeting, an informational meeting on the upcoming school district bond, and the McNary Parking Forum. She announced the upcoming Southeast Keizer Neighborhood Association meeting and reported on a recent death of a McNary student.

Councilor Parsons reported on the Marion County Commissioners Breakfast, Traffic Safety/Bikeways/Pedestrian Committee meeting, and the Habitat for Humanity project.

Councilor Herrera reported on the Career Technical Education Center meeting, urging anyone interested to tour the facility, and the Marion County Public Safety Coordinating Council. He congratulated the McNary football team, urged everyone to support area sports and announced upcoming events including the Freedom banquet for NAACP and the Latino Business Alliance event.

Councilor Anderson reported on the Keizer Chamber Board meeting, praised Men of Action for their community volunteer involvement, and announced upcoming Chamber events. He shared information regarding athletic events, Family Building Blocks, Marion County Community Breakfast-Reentry Program, and the Whiteaker Middle School Choir

Concert program.

Youth Councilor Hernandez reported that the first grading period is over; PSAT day was held for freshmen, sophomores and juniors while seniors worked on graduation requirements. FBLA had a signing night with 60 members added. Upcoming events are the Cross Country District Meet and a McNary Choir Concert.

Mayor Clark reported on the Strategic Economic Development Corporation Board of Directors and Keizer Heritage Foundation Board meetings, the Suicide Prevention walk, and the Habitat for Humanity breakfast. She announced upcoming events including Heritage Halloween Night, Council of Governments Board meeting, Catholic Community Services luncheon, League of Oregon Cities interviews, Coffee with Cathy, Salem Keizer Area Transportation Study meeting, the Veterans Services Dinner and the December 2 Council barrel night at the Miracle of Christmas lights display from 6 to 8. She thanked Councilor Anderson for doing the welcome at Oregon Employment Department Work Source Veterans' Conference and Councilor Herrera for representing Keizer at the NAACP dinner.

OTHER BUSINESS

City Recorder Tracy Davis announced that interested citizens can sign up to receive Council or City Committee agendas on the City website.

Finance Director Tim Wood reminded everyone that the sewer portion of the city services bill can be approximately 2/3 of the bill; this can be reduced by conserving water this time of year.

Chief Teague reported that K-9 Bruno passed away last week from an infection. Enough donations have been received for a new dog. Last week Officers LeDay, Wampler and Farrens entered a burning building and rescued some children.

Community Development Director Nate Brown reported on progress of the Transportation Growth Management grant, the consultant and the anticipated outreach.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

November 6, 2017
7:00 p.m. - City Council Regular Session
November 13, 2017
5:45 p.m. – City Council Work Session
November 20, 2017
7:00 p.m. - City Council Regular Session

ADJOURNMENT Mayor Clark adjourned the meeting at 9:08 p.m.

MAYOR: APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

Councilor #5 – Amy Ryan

Councilor #3 – Marlene Parsons

Councilor #6 – Bruce Anderson

Minutes approved:_____

Written Communications/Testimony and Submitted Documents

WKNA letter submitted 11-6-17

Nov. 6, 2017

To: Keizer Mayor Cathy Clark, Keizer Council members, Keizer City Attorney Johnson, Keizer Chief of Police Teague, Marion County Commissioners, Polk County Commissioners

Re: Recent incident in and around Sunset Park involving gunfire that originated at shooting range across the Willamette River from Sunset Park.

We, the Board members of West Keizer Neighborhood Association write to register our concern about the public safety issues arising from the September incident involving gunfire originating in Polk County across from Sunset Park. From testimony provided at the Sept. 18 council meeting by several West Keizer residents, the incident resulted in bullets entering Sunset Park and frightening pedestrians and neighbors walking along Sunset Avenue and caused visitors to the park at the time to flee in panic. Shirley DeShon, who lives next to Sunset Park, testified that this is not the first such incident of gunfire, emanating from the gravel pit shooting range, crossing the river and endangering people and property in West Keizer.

Although there was talk at the meeting of the city preparing a letter to sent to Polk County officials about the matter, Ms. DeShon reported at the Oct. 12, 2017 WKNA general meeting that it has been decided that a letter will not be sent. She said that since Keizer Police Department Lt. Copeland has been working with the property owner to craft a resolution, city officials felt it would be counterproductive to draft a letter at this time and in effect send "mixed signals." Instead, it has been decided to post signs advising those using the shooting range not to fire in the direction of Sunset Park. At the time of the WKNA meeting, the signs had not yet been posted but she hoped for action soon. The land owner involved is said to be cooperative.

The West Keizer Neighborhood Association Board writes to request that the signage be posted at the earliest possible date, if it has not yet gone up. We also would like to be informed of any other followup that may occur between the city and the property owner or any Polk County officials regarding this incident.

As a group, we feel this incident is a major breach of public safety involving citizens of West Keizer and anyone else who might be frequenting Sunset Park. To have gunshots come from a site across the Willamette River is a completely unanticipated occurrence for which no one using Sunset Park should expect to be prepared. We trust that the Mayor, City Council, City Attorney, Chief of Police and other officials join us in appreciating the seriousness of the public safety implications of this incident.

We thank you for respectfully listening to the West Keizer neighbors who testified and thank you in advance for keeping all of us updated on any future followup that may be deemed necessary.

Respectfully,

West Keizer Board of Directors:

Gary Blake, President

Carol Doerfler

Kris Adams

Rhonda Rich, Vice President

Art Mauer

Carolyn Homan, Secretary

Dennis Phipps