

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION
Monday, July 1, 2019
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**

- a. Volunteer Coordinating Committee Recommendation for Appointments (2019-2020 Youth Councilor, Storm Water Advisory Committee, Public Art Commission, and Festivals Advisory Board)

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** – Adopting the Housing and Community Development Action Plan - One Year Use of Funds - Salem and Keizer 2019/2020
- b. Waiver of Community Center Rental Fee – Keizer Chamber of Commerce Community Conversations

9. CONSENT CALENDAR

- a. RESOLUTION – Ratifying the City Manager’s and Chief of Police’s Signatures on Memorandum of Understanding No. 5 Relating to 2018-2021 Collective Bargaining Unit
- b. RESOLUTION – Authorizing the City Manager to Enter Into Agreements with Salem Sign Co., Inc., Nugent Masonry, Inc., and Northside Electric for Digital Message Board Project at Keizer Civic Center
- c. Approval of June 10, 2019 City Council Work Session Minutes
- d. Approval of June 17, 2019 City Council 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

July 8, 2019

6:00 p.m. – City Council Work Session

July 15, 2019

7:00 p.m. City Council Regular Session

August 5, 2019

7:00 p.m. City Council Regular Session

14. ADJOURNMENT

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 COUNCIL MEETING: July 1, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGERFROM: TRACY L. DAVIS, MMC
CITY RECORDERSUBJECT: VOLUNTEER COORDINATING COMMITTEE RECOMMENDATIONS FOR
APPOINTMENT TO THE CHARTER REVIEW COMMITTEE**ISSUE:**

The Volunteer Coordinating Committee met on June 20, 2019 to review applications and interview candidates for openings on several committees. The Committee is recommending the following applicants for appointment:

- Youth Councilor – **Christopher Wolfert** to serve for the 2019-20 term beginning September 1, 2019 and expiring June 30, 2020.
- Stormwater Advisory Committee – **Natalie Janney** for Position #7, term expiring December 30, 2020.
- Public Art Commission – **Jeramy Vargus** for Position #1 and **Lore Christopher** for Position #6, both terms expiring June 30, 2022
- Festivals Advisory Board – **Bob Shackelford** for position #3, term expiring June 30, 2022.

RECOMMENDATION:

It is recommended the City Council accept the recommendations of the Volunteer Coordinating Committee and appoint the applicants as outlined above.

CITY COUNCIL MEETING: July 1, 2019

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: 2019-2020 ANNUAL ACTION PLAN

This matter was before the City Council for public hearing at its May 20, 2019 meeting and scheduled tonight for adoption. You may recall that the City of Keizer and the City of Salem participate in a joint program that provides funds to low-to-moderate income home owners for the rehabilitation of existing housing stock that is in poor condition. The funding for the program comes from the Federal Housing and Urban Development (HUD) and is associated with the Home Investment Partnership Program (HOME). The City of Salem is in a consortium with the City of Keizer for this program through the Consortium Cooperation Agreement entered into between the cities in 2002.

The City Council reviewed the draft annual action plan at its public hearing May 20, 2019 and its meeting on June 17, 2019. The City of Salem has now adopted the final 2019-2020 Annual Action Plan. It is now time for final adoption by the City Council.

RECOMMENDATION:

Adopt the Resolution approving the 2019-2020 Annual Action Plan.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

ADOPTING THE HOUSING AND COMMUNITY
DEVELOPMENT ACTION PLAN - ONE YEAR USE OF FUNDS –
SALEM AND KEIZER 2019/2020

WHEREAS, the City of Keizer has joined with the City of Salem in forming a housing consortium for the purposes of providing housing opportunities and preserving existing housing stock;

WHEREAS, the consortium must adopt a Housing and Community Development Action Plan to apply for federal funds;

WHEREAS, the Comprehensive Housing Affordability Strategy, which was Keizer's first housing plan, was adopted in December of 1993;

WHEREAS, an annual Action Plan for 2019-2020 to implement the Strategic Plan has been prepared;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the 2019-20209 Annual Action Plan attached hereto is hereby adopted.

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

3 PASSED this _____ day of _____, 2019.

4

5 SIGNED this _____ day of _____, 2019.

6

7

8

9

Mayor

10

11

12

City Recorder

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As an entitlement community with a population of over 160,000, the City of Salem receives annual funding from the following HUD programs: 1) Community Development Block Grant (CDBG) and 2) HOME Investment Partnerships (HOME). These programs are intended to benefit low- and moderate-income households in the jurisdictions of Salem and Keizer.

This Annual Action Plan is developed in accordance with the amended 2015-2019 Consolidated Plan, which identifies strategies, program priorities and targets for the allocation and use of CDBG and HOME.

The estimated 2019 funding allocations are detailed below:

- **Community Development Block Grant (CDBG): \$1,482,573**
- **HOME Investment Partnerships Program (HOME): \$1,265,949**

Total Available: \$2,748,522

Program income, reallocation of funds from canceled projects, and past project funding reduction are included in the total funding allocation. They will supplement the entitlement funds received by the City to complete projects. Program income is an additional source of funds generated in whole or in part by repayment of CDBG or HOME loan funds.

This Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development as the application for program year 2019 funds.

	Source of Funds	Uses of Funds	Expected Amount Available Year 5				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year: \$	Total: \$		
CDBG	public - federal	Admin, Planning & Monitoring Housing Expanded and Rehab Public Services Economic Development	1,307,573	175,000	0	1,482,573	0	Final ConPlan Year
HOME	public - federal	Admin, Planning & Monitoring Homeowner rehab Multifamily rental rehab TBRA Security Deposits CHDO Activity	750,949	275,000	240,000	1,265,949	0	Final ConPlan Year

2. Summarize the objectives and outcomes identified in the Plan

As of October 1, 2006, all HUD-funded activities must fit within the Outcome Performance Measurement Framework to provide standardized measurements nationwide. The framework consists of a matrix of three objectives (i.e., Decent Housing, Suitable Living Environment, and Economic Opportunity) and three outcomes (i.e., Availability/Accessibility, Affordability, and Sustainability).

Funds for the 2019 Program Year will be allocated among these objectives and outcomes. Please refer to the 2015 – 2019 Consolidated Plan for descriptions of the specific objectives and outcomes. Please also refer to sections AP-35 and AP-38 for detailed information on specific activities, including the amount of funds to be expended for each project or activity.

The City's Federal Programs staff utilizes the above objectives and outcomes to determine the eligibility of programs and projects submitted during the application eligibility process.

3. Evaluation of past performance

The City of Salem evaluates its performance annually on meeting the goals of the strategic plan and the action plan. The Consolidated Annual Performance & Evaluation Report (CAPER) is submitted to HUD 90 days after the close of the Consolidated Plan program year. The most recent past performance and evaluation reports can be found at: <https://www.cityofsalem.net/citydocuments/consolidated-annual-performance-and-evaluation-report-2017-2018.pdf>

4. Summary of Citizen Participation Process and consultation process

The Citizen Participation Plan provides for, and encourages, citizens to participate in the planning, development, implementation, and evaluation of the City Housing and Community Development plans and programs. The Citizen Participation Plan focuses on public involvement in the process of developing the City's Housing and Community Development Consolidated Plan (Consolidated Plan), Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER). Substantial amendments to the Consolidated Plan and the Annual Action Plan go before citizens for evaluation and comment prior to City Council approval.

The Consolidated Plan relies on multiple planning efforts from a variety of sources to inform the allocations of the Consolidated Plan funds. Most important to this effort is the awareness that the HUD funds are part of a much larger funding picture for housing, human services, and community development in the City of Salem.

Annual Plan Consultation Process

- February 1, 2019 the City published a notice announcing the opening of the 2019-2020 application cycle. The notice included the funding priorities and timeline. The priorities and availability of the timeline were publicized in the Statesman Journal, on the City's website and other social media.

- The City hosted three application technical assistance workshops to assist potential applicants. Interested persons were encouraged to attend the sessions.

- Tues., Feb. 5, 2019 at 10:30 a.m., City of Salem Urban Development Conference Room located at 350 Commercial St. NE, Salem, Ore.

- Wed., Feb. 6, 2019 at 9 a.m., City of Salem Urban Development Conference Room located at 350 Commercial St. NE, Salem, Ore.

- Mon., Feb. 11, 2019 at 3 p.m., City of Salem Urban Development Conference Room located at 350 Commercial St. NE, Salem, Ore.

Workshop training material was also made available at regularly held meetings of the housing and social service community: • Health and Housing Committee Meeting on Mon., Feb. 11 and Emergency Housing Network (EHN) on Feb. 14

- April 19, 2019 the City issued funding recommendations on website and to persons on the City's listserve.
- Advertised availability of the draft 2019 Annual Action Plan for public comment and the public hearing. Public Comment Period –April 20, 2019 – May 20, 2019
- Keizer City Council Public Hearing – TBD
- Salem City Council Public Hearing – May 28, 2019

5. Summary of public comments

TBD after Public Comment Period

6. Summary of comments or views not accepted and the reasons for not accepting them

TBD after Public Comment Period

7. Summary

The Consolidated Plan and subsequent Annual Action Plan take into consideration current planning efforts across the City of Salem including, but not limited to, the Housing Needs Assessment, Economic Opportunity Analysis, and the Community Economic Development Strategy. The Consolidated Plan utilizes coordinated planning, analysis of local, regional, and national data, and citizen input to identify projects of the highest priority during the five year plan period.

The City issued an RFP for a consultant to assist staff in gathering data and community input for the 2020-2024 Consolidated Plan. The responses are currently under review. It is anticipated that the successful responder will be procured by June 30, 2019. The City will then embark on a multi-month community planning process to develop local priorities applicable to the conditions in the jurisdiction for the 2020-2024 AAP.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Agency Role	Name	Department/Agency
Lead Agency	SALEM	
CDBG Administrator		City of Salem
HOME Administrator		City of Salem

Table 1 – Responsible Agencies

Narrative (optional)

City of Salem Urban Development Department's Federal Programs Division manages housing and community development activities with CDBG and HOME funds. HOME funds are received through the Salem/Keizer HOME Consortium - an intergovernmental partnership between the cities of Salem and Keizer. The City of Salem receives both CDBG and HOME funds. Annually, the City awards funding through a competitive application process. These funds provide financing for housing activities, economic development, community development, social services (public services), and public improvements for the benefit of low and moderate income individuals, families, and neighborhoods across the area.

Activities and programs funded by both CDBG and HOME are carried out in cooperation with several partners: community based non-profit organizations, for-profit organizations, faith-based groups, private developers, and other City and State agencies and departments.

The Federal Programs staff is housed in the City's Urban Development Department. Our mailing address is 350 Commercial Street NE, Salem, OR 97301. The Federal Programs staff may be reached by calling 503-588-6178; TTY 503-588-6370.

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The citizen participation process implemented by the City is developed to encourage input from community stakeholders and citizens of Salem and Keizer. These entities, along with community members are given an opportunity to review and comment on the information contained in this Annual Action Plan and other plans and reports developed by the City.

This AAP relies on planning efforts conducted by the Mayors and Councils for both Salem and Keizer, Oregon Housing and Community Services (OHCS), Salem Housing Authority, and service providers. Staff also participated in national conferences, seminars and policy/strategy sessions to learn about best and promising practices in housing, community sustainability, equity issues and homelessness intervention and prevention.

- The City of Salem is committed to work alongside the businesses, property owners, private non-profit organizations, and communities of faith, to reduce homelessness and serve the needs of homeless families and individuals. City Council also formed the Downtown Homeless Solutions Task Force. The task force recommendations were reported back to the Council in January. Task Force information is located on the City's website:
<https://www.cityofsalem.net/Pages/downtown-homeless-solutions-task-force.aspx>
- The City of Keizer is in the process of completing a Housing Needs Analysis. The City of Keizer is developing a Housing Needs Analysis (HNA) and Buildable Lands Inventory (BLI). The project will provide information to the City about Keizer's housing market, provide a basis for updating the Housing Element and housing policies of Keizer's Comprehensive Land Use Plan, and will determine if the city has enough residential land to accommodate future projected population growth. The project will provide information about housing and socio-economic trends, inventory buildable residential land, and describe the need for new housing, and ultimately determine whether Keizer currently has enough land to meet identified housing needs. The HNA will provide a factual basis for understanding housing needs, particularly need for housing affordable for households of all income levels, and for developing policies to better meet Keizer's housing needs. Information about the Keizer HNA can be found at:
<https://www.keizer.org/housing-needs-analysis-and-buildable-lands-inventory>
- The Mid-Willamette Homeless Initiative (MWHI) Strategic Plan (Strategic Plan) was adopted in February of 2017. The City of Salem has partially-funded a Program Coordinator position housed with the Mid-Willamette Valley Council of Governments to implement the Strategic Plan. The collaboration resulted in a Service and Resource Inventory Map, a Money Map based upon 2017-2018 information, research on panhandling programs and an analysis of the Continuum of Care organizational structure. Homeless Initiative information can be found on the Mid-

Willamette Valley Council of Governments (COG) website:

<http://www.mwvcog.org/programs/homeless-initiative/>

- OHCS completed the Oregon Statewide Housing Plan – Breaking New Ground – City of Salem participated in the plan development. A summary can be found at this link:
<https://www.oregon.gov/ohcs/DO/shp/SWHP-Executive-Summary.pdf>

The framework set by these initiatives helped serve as guides for the allocation of federal and local funds via this AAP.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

Activities to enhance coordination between social service providers, developers and healthcare groups include participation in the Emergency Housing Network (EHN), Mid-Willamette Valley Health and Housing Work Group, and the Salem Keizer Collaboration. Additionally, staff has strengthened coordination between CDBG / HOME funding and the Salem Keizer School District.

A series of agency meetings were held to encourage private and non-profit developers to apply for resources (Federal, State, and Local) to meet the regions current housing production needs. The City is evaluating multifamily design standards and invited non-profits currently receiving CDBG/HOME funds to participate in the focus groups. The project goals are to provide greater flexibility in how multifamily design standards can be met and create new design standards for small multifamily housing projects. More information on the process can be found at: <https://www.cityofsalem.net/Pages/updating-multifamily-housing-design-requirements.aspx>.

The City entered into an Intergovernmental Agreement with the Council of Governments (COG) to hire a regional Homeless Program Coordinator. Other partners include Marion County, the cities of Keizer, Monmouth and Independence. The duties of the position include, but not limited to: convening identified stakeholders on a regular basis, creating specialty subgroups as needed, to facilitate implementation of Mid-Willamette Valley Homeless Initiative (MWHI) plan. The Urban Development Director is on the steering committee. The link to the plan is provided above.

The City of Salem continues to monitor projects that received both City of Salem federal funds and State of Oregon funding (LIFT, LIHTC, and Section 8 HAP). This coordination is a streamlining effort to reduce the burden of entry for tenants occupying funded units, and to reduce the administrative burden of monitoring on the City of Salem and the State of Oregon.

City staff attend and participate in the Mid-Willamette Valley Health and Housing Work Group. The purpose of the Work Group is to ensure accountability within our community as it pertains to the social determinants of health with regards to safe and suitable housing. Additional information regarding MWVHH can be found at: <https://mwvhealthandhousing.blogspot.com/>

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City Federal Programs staff actively participate in the Continuum of Care (CoC) HMIS and Coordinated Entry workgroups. Monthly meetings are held to address policies and procedures for the member entities. Staff is also involved in the benchmarking of accomplishments and development of scoring for project funding.

In July 2011, members of the Mid-Valley Housing and Services Collaborative, the steering committee for the Salem/Marion/Polk CoC, voted unanimously to join the Rural Oregon Continuum of Care (ROCC), a “balance of state” CoC model, now comprised of 28 counties including Marion and Polk. The ROCC is administered by Community Action Partners of Oregon and has two designated staff.

The rationale for joining the ROCC included concerns about increasing federal expectations for data collection and reporting, a hope that the Marion-Polk region would become more successful to compete for “bonus” dollars, and assurances from the ROCC that the Marion-Polk region’s projects would be held harmless in the first year and would be supported to be successful in future years. Since 2011, homelessness has become a more prominent community issue, with increasing numbers of visible homeless people and expectations from constituents that cities and counties invest in strategies that “fix the problem.”

A consultant for the Mid-Willamette Valley Homeless Initiative Steering Committee prepared an issue brief to examine policy questions relating to whether or not the region should withdraw from the ROCC and re-establish its own CoC. The results of this research and recommendations will be presented to the Salem City Council at a work session scheduled for April 22, 2019. The City of Keizer will also review this policy question.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate Emergency Solutions Grant funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Mid-Willamette Valley Community Action Agency (MWVCAA) administers the McKinney-Vento resources for the City. The MWVCAA, as a member of the Rural Oregon Continuum of Care (CoC), also coordinates the local CoC effort for Marion and Polk counties guided by the Marion and Polk Counties Plan to End Homelessness. The City is working with MWVCAA to ensure that the ESG resources align with previously mentioned community efforts to address homelessness. These community efforts include street outreach, expansion of the day resource center, homelessness prevention and rapid rehousing, emergency shelter facilities, warming center network and coordinated entry assessments. The jurisdiction worked with MWVCAA to develop standards, policies and procedures for these efforts.

The remainder of this page intentionally left blank.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Salem Interfaith Hospitality Network
	Agency/Group/Organization Type	Services-homeless Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Salem Interfaith submitted applications for a tenant based rental assistance program, Fresh Start, and for homeless case management. The TBRA program was awarded funding. This is also CoC funded organization.

2	Agency/Group/Organization	NORTHWEST HUMAN SERVICES
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Persons with Disabilities Services-homeless Services-Education Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Northwest Human Services submitted two applications for General Funds dedicated to public services. They have been awarded funding for both programs. One is the Crisis Hotline and the other is the HOST program. Crisis Hotline provides case management and emergency direct assistance to those in crisis. The HOST program provides homeless case management services to youth.
3	Agency/Group/Organization	Congregations Helping People
	Agency/Group/Organization Type	Services - Housing Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Congregations Helping People submitted an application for funding. The Housing Assistance Program provides one-time subsistence payments to families in crisis for rent.
5	Agency/Group/Organization	SALEM HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In 2018 SHA submitted both HOME and CDBG applications for Yaquina Hall rehabilitation of affordable rental housing. The project is expected to be completed in 2020. SHA works with Federal Programs staff in review of plans, updates regarding the Housing Authority properties and programs, and in consultation with Federal Programs as needed about overlaying of funding sources and the outcome in regards to income restrictions and rent restrictions. The City reviewed the SHAs Annual and Five year Plan to ensure consistency with the Consolidated.
6	Agency/Group/Organization	Marion Polk Food Share
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Marion Polk Food Share has been awarded funding for the purchase of emergency food resources through General Fund dollars dedicated to public services.
7	Agency/Group/Organization	Micro-Enterprise Resources Initiatives and Training
	Agency/Group/Organization Type	Services-Education
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	MERIT has been provided funding for a microenterprise program for low and moderate income business owners.
9	Agency/Group/Organization	St. Francis Shelter
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	St. Francis Shelter has been awarded General Funds dedicated to public services for homeless case management for families living in transitional housing.
10	Agency/Group/Organization	Center for Hope and Safety
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Center for Hope and Safety has been awarded funding for case management that will be provided to victims of domestic violence, human trafficking, and stalking.
11	Agency/Group/Organization	Women at the Well
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Women at the Well Grace House submitted an application for general funds for case management that would be provided to homeless women. They were funded.
13	Agency/Group/Organization	Emergency Housing Network
	Agency/Group/Organization Type	Inclusive Service Network

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Federal Programs staff regularly attends the Emergency Housing Network meetings, providing updates and information including opportunities for input and review.
14	Agency/Group/Organization	NEDCO
	Agency/Group/Organization Type	Housing Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	NEDOC and Northwest Housing Services are recognized as a Community Housing Development Organization (CHDO).
15	Agency/Group/Organization	Garten Services, Inc.
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Garten provided tours of recycling facility and discussed need for economic opportunities for specialized populations. They submitted an application in 2018 for equipment to increase production and add jobs. This project was stalled and is included as a carryover project.

16	Agency/Group/Organization	Rural Oregon Continuum of Care
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The ROCC local provided updated information in the Annual Action Plan related to the leveraging of McKinney Vento funding within our community. City staff provide input into the overlapping areas addressing homelessness and housing.
18	Agency/Group/Organization	Mid-Willamette Community Action Agency
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Services - Victims Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Mid-Willamette Valley Community Action Agency, as the local arm of the Rural Oregon Continuum of Care provided information from the Point in Time Count including numbers, updates to questions asked etc. The outcomes of consulting with MWVCAA include more up to date information and the ability for improved coordination in data collection and use.
--	---

Identify any Agency Types not consulted and provide rationale for not consulting

A wide range of affordable housing agencies, social service agencies, economic development partners, and others were consulted during this Consolidated Plan process and subsequently as listed above for the Annual Action Plan and public meetings.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Mid-Willamette Valley Community Action Agency	The 2015-2019 ConPlan will steer community housing, and economic development programs to ensure that homeless persons recover, and acquire necessary support services that ensure self-sufficiency. This will be achieved by implementing the CoC's 10-Year Plan to End Chronic Homelessness. The objectives of the CoC 10-Year Plan to End Chronic Homelessness include: Create new permanent housing beds for the chronically homeless (60 beds in 10 years); increase the percentage of homeless persons staying in permanent housing over six months to at least 71 percent (increase from 80 percent to 85 percent); increase the percentage of homeless persons moving from transitional housing to permanent housing; increase the percentage of homeless persons employed at completion of the self-sufficiency program (from 33 to 40 percent); decrease the number of homeless households with children (from 292 to at most 155). City staff participate in the annual Point in Time Count (PIT) led by MWVCAA.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Housing Needs Assessment	City of Salem City of Keizer	The HNA validates information collected during the Consolidated Plan process. The goal of more aging in place housing and the increase in job training and job creation programs and projects over the next five years is a shared goal. The HNA indicates the need for additional affordable housing.
Community Economic Development Strategy	Mid-Willamette Council of Governments	The CEDS report contains a shared vision for increased economic opportunities for low to moderate income families. Some of the shared goals include increasing capital for microenterprises, continued development of job creation activities, and increased financial capacity of existing companies to continue adding living wage jobs.
Mid-Willamette Homeless Initiative	City of Salem, Marion County, City of Keizer, and Polk County	The Mid-Willamette Homeless Initiative Strategic Plan contains a shared vision with a regional approach. As the City of Salem was actively engaged in the Initiative, the City will work collaboratively with the other partners in the Initiative to move the goals in the strategic plan forward. The strategies address affordable housing, transportation, addictions and mental health, veterans, domestic violence, runaway and homeless youth, and seniors.
City of Salem Strategic Plan	City of Salem	Housing First strategy, development of new affordable housing, coordination of local social services, and funding a program for rental assistance for homeless people.
Statewide Housing Plan	Oregon Housing and Community Services	The Statewide Housing Plan includes reliable data that will allow decision makers to consider impacts and alternatives to funding affordable housing.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Federal regulations require recipients of CDBG and HOME funds follow an approved Citizen Participation Plan in order to receive continued funding. The City of Salem's Citizen Participation Plan sets forth policies and procedures for the City for citizen participation. The citizen participation process implemented by the City is developed to encourage input from community stakeholders and citizens of Salem and Keizer. Local private and public support organizations including social service agencies, state assistance programs, local housing authorities, and citizen boards and commissions, work to meet the needs of the homeless and low and moderate-income persons in Salem and Keizer. These households and individuals are given an opportunity to review and comment on the information contained in this Consolidated Plan, subsequent Annual Action Plan and other plans and reports developed by the City.

Key components of the citizen participation process for this Annual Action Plan include:

- Notifications in media outlets including English and Spanish publications
- Informational reports to the Emergency Housing Network and other community groups
- Final public comment period and a public hearing on the draft Annual Action Plan

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	The Public Notice was posted in the April 19, 2019 Statesman Journal for the comment period of April 20, 2019 – May 20, 2019.	TBD after comment period expires	TBD after comment period expires	
2	Public Hearing	Social Service and Housing Agencies	Salem Public Hearing to be held on May 28, 2019.	TBD after comment period expires	TBD after comment period expires	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Media Release	Minorities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	A media release was issued to announce the comment period. Salem, Marion & Polk Media: KBZY, Keizertimes, KMUZ 88.5/KYAC, Salem; LPFM 94.9 Mill City, KSHO 920;KGAL 1580, Salem News, Polk County Itemizer Observer, Dallas, Statesman Journal, Stayton Mail, The Appeal Tribune, Silverton, Woodburn IndependentPortland Metro Multicultural Media:Asian Reporter Portland, El Hispanic News Portland, The Portland Observer, Yuuyake Shimbun PortlandAnd also sent via email to:'lvilla@kwip.com'; 'news@asianreporter.com'; 'noticias@kunptv.com'; 'carmenlu@latinmedianw.com'; ; 'nvtbnews@aol.com'; 'ktoon@orcities.org'; 'rrivero@bustosmedia.com'; 'alan@cctvsalem.org'; 'contact@ellatinodehoy.com'; 'ddc@lapantera940.com';	TBD after comment period expires	TBD after comment period expires	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Mailing to City of Salem Listserves	Non-targeted/broad community	A media release was issued to announce the comment period and public hearing information.	TBD after comment period expires	TBD after comment period expires	
5	Meeting Attendance	Minorities	Attended monthly meeting. Announced the public comment period. NAACP May, 2019.	TBD after comment period expires	TBD after comment period expires	
6	Public Hearing	Non-targeted/broad community	The Keizer City Council conducted a public hearing date TBD.	TBD after comment period expires	TBD after comment period expires	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Community Development Block Grants (CDBG) entitlement program, established in 1974 and administered by HUD, provides metropolitan cities and urban counties with funds to assist in the efforts of providing economic development, assistance to low and moderate-income persons, decent housing, neighborhood revitalization, and the prevention and elimination of slums and blight. In conjunction with the entitlement allocations, the City contributes \$400,000 of General Fund dollars for various social service programs and for the annual Salem-Keizer Community Connect. The General Funds will be allocated to support individuals and families in need of essential services such as food, shelter, health care, etc. The 15% CDBG social service allocation works in conjunction with the General Funds toward meeting the same goals.

Eligible CDBG activities include, but are not limited to:

- Housing-New construction, rehabilitation for residential purposes, acquisition, lead-based paint testing, and mitigation
- Public Services-Job training and employment, health care, homeless services and substance abuse services
- Community Revitalization-Urban renewal activities and the removal of slums and blight
- Economic Development-Microenterprise, special economic development, financial assistance
- Community Facilities-Rehabilitation, construction, or acquisition of neighborhood facilities

The HOME program addresses a variety of activities such as acquisition, rehabilitation, new construction, tenant-based rental assistance, and

homebuyer assistance; these activities are aimed at developing and providing affordable housing for low and moderate-income persons. Eligible HOME activities include:

- Tenant-Based Rental Assistance- Rental assistance, and Security Deposit programs
- Rental Housing Activities- New construction, rehabilitation, site improvement
- Housing- Homebuyer activities and homeowner rehabilitation

	Source of Funds	Uses of Funds	Expected Amount Available Year 5				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year: \$	Total: \$		
CDBG	public - federal	Admin, Planning & Monitoring Housing Public Services Economic Development	1,307,573	175,000	0	1,482,573		Final ConPlan Year
HOME	public - federal	Admin, Planning & Monitoring Homeowner rehab Multifamily rental rehab TBRA Security Deposits CHDO Activity	750,949	275,000	240,000	1,265,949		Final ConPlan Year

Program Income (PI), reallocation of funds from canceled projects, and past project funding reduction will supplement the entitlement funds received by the City to complete projects. PI is an additional source of funds generated in whole, or in part by repayment of CDBG or HOME loan funds. The City does not participate in a Section 108 loan guarantee program therefore does not receive any loan proceeds.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Leveraged Funds

As a result of both federal mandate and local policy, each of the City's entitlement programs requires or encourages some level of "match" or "leveraging" - financing from other sources in addition to the requested entitlement funds. For instance, locally adopted policies for the HOME program require that 25% of the project cost be accounted for by matching funds.

HOME Match

The City will ensure matching contributions from non-federal sources are made to housing that qualifies under the HOME program (other than Tenant Based Rental Assistance). Possible sources of match may include, but are not limited to private grants, donated real property, value of donated or voluntary labor of professional services, sweat equity, cash contribution by non-federal sources, proceeds from bonds not repaid with revenue from an affordable housing project and/or state and local taxes, charges or fees.

It should be noted that some HOME projects may not yet meet the 25% match requirement at the time of application but future match may be obtained through things such as property tax exemption which is realized once the property is leased up and operating. Currently, Salem/Salem & Keizer Consortium has a surplus of match in its account. Federal funds from other agencies are not considered eligible match.

CDBG Match

CDBG funds will be leveraged with other sources of funds (ie. private, local government, non-profit, etc.) These funds are used to spur economic development for job creation and retention, address the affordable housing and public facilities needs via rehabilitation, reconstruction, relocation/temporary relocation, clearance for affordable housing, parks, public facilities and substantial rehabilitation.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

This is not applicable to the City of Salem. There is no publically owned land or property to use in addressing the needs identified in the Annual Plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Promote Economic Development	2015	2019	Non-Housing Community Development	Salem Citywide	Direct Assistance to Microenterprises Microenterprise Training and Technical Assistance	CDBG: \$106,800	Jobs created/retained: Businesses assisted: 20 Businesses Assisted
2	End Homelessness-Public Service	2015	2019	Homeless	Salem Citywide	Emergency Shelters: Case Management and Facility	CDBG: \$90,000	Public service activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted
3	End Homelessness-Subsistence Payments	2015	2019	Homeless	Salem Citywide	Homeless Prevention Subsidies/Subsistence Payments	CDBG: \$55,000 HOME: \$270,000	Public service activities for Low/Moderate Income Housing Benefit: 200 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	End Homelessness-TBRA and Transitional Housing	2015	2019	Homeless	Salem Citywide	Coordinated Access to Housing Warming Center Network	HOME: \$473,354 CDBG: \$77,386	Tenant-based rental assistance / Rapid Rehousing: 90 Households Assisted Security Deposits: 180 households assisted Warming Centers: 400 Persons Assisted
5	Expand Affordable Housing	2015	2019	Affordable Housing	Salem Citywide	Rehabilitation/Conversion Affordable Housing	CDBG: \$783,832	Household Housing Unit Rental units rehabilitated: 105 Household Units
6	Housing Development/Rehab/Expansion	2015	2019	Affordable Housing	Salem Citywide	Rehabilitation/Conversion Affordable Housing	HOME: \$180,000	CHDO Set-aside

Table 5 – Goals Summary

Goal Descriptions

1	Goal Name	Promote Economic Development
	Goal Description	The following program has been awarded funding under Economic Development: • MERIT - Microenterprise training and technical assistance
2	Goal Name	End Homelessness-Public Service
	Goal Description	The following programs have been awarded under End Homelessness- Public Service: Case management provided by the following: • Center for Hope and Safety (Case Management) • Women at the Well (Case Management)
3	Goal Name	End Homelessness-Subsistence Payments
	Goal Description	The following program has been awarded funding under End Homelessness-Subsistence Payments: • Congregations Helping People - Interim Housing (one-time rental assistance/Subsistence Payments)
4	Goal Name	End Homelessness-TBRA and Transitional Housing
	Goal Description	The following programs have been awarded funding under goal End Homelessness-TBRA and Housing Payments: • Salem Interfaith Hospitality Network - TBRA in conjunction with supportive services funded by CDBG • Salem Housing Authority – Security Deposits
5	Goal Name	Expand Affordable Housing
	Goal Description	The following are programs and projects included in this Project that have been awarded funding for the 2019-2020 Plan Year: • Salem Housing Authority-Yaquina Hall (rehabilitation of 50 affordable housing units) CDBG & HOME carryover allocation
6	Goal Name	Housing activities based upon CHDO designation
	Goal Description	CHDO Activity - TBD

Projects

AP-35 Projects – 91.220(d)

Introduction

The CDBG funding is restricted to use for residents of the City of Salem. The area is outlined by the city limits. This boundary has been applied to a Google Maps and Salem Maps application for a much easier determination of eligibility of projects and clients.

The HOME funding is restricted to use for residents of the cities of Salem and Keizer. This area is also determined by the city limits of the two cities. This boundary has been applied as an area to a Google Maps application for easier determination of eligibility.

The City has a HUD approved Neighborhood Revitalization Strategy Area (NRSA), an area of low-income and minority concentration. This area encompasses the central core of the City of Salem, stretching to the Northeast, to the Southeast, and to the east of downtown. There are many industrial, residential and commercial opportunities in this area. This area has been layered to the jurisdictional map the City created for project and/or client eligibility on the Salem Maps application.

Projects

#	Project Name
1	End Homelessness
2	Expand Affordable Housing
3	Neighborhood Revitalization
4	Promote Economic Development
5	Administrative Costs

Table 6 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Oregon has disproportionately large homeless populations. Oregon’s general population represents 1.3 percent of the total U.S. population. By contrast, the state’s homeless population is proportionately twice as large, reaching 2.6 percent of the U.S. total. The state’s chronically homeless population represents 4.5 percent of U.S. total, and its unsheltered population is 4.6 percent of the national total.

High rents are to blame for the severity of the state’s homelessness crisis. Economist John Quigley and Steven Raphael were among the first to demonstrate that housing affordability—rather than personal circumstances—is the key to predicting the relative severity of homelessness across the United States. They estimated that a 10.0 percent increase in rent leads to a 13.6 percent increase in the rate of homelessness. To afford a two-bedroom home in Salem, Oregon, you need a job paying at least \$21.26 an hour (\$43,370 a year), according to a new report from the National Low Income Housing Coalition. The average income of a Salem resident is \$11.37 per hour (\$23,201 a year).

Homelessness disproportionately affects many racial or ethnic minority groups. The African American share of the homeless population (6.0 percent) is more than three times their share of the general population (1.9 percent). Similarly, the share of homeless individuals who identify as American Indian/Alaskan Native is 3.5 times this group’s representation in the general population, and the share of homeless individuals who identify as Native Hawaiian/Pacific Islander is 3.25 times this group’s representation in the general population.

Housing instability affects many more children than conventional homeless counts would suggest. The U.S. Department of Housing and Urban Development (HUD) point-in-time (PIT) counts show about 2,500 children are experiencing homelessness in recent years. By contrast, the Oregon Department of Education (ODE) reports almost 22,000 in the 2017-18 school year. Homeless students under the ODE definition are those who lack a “fixed, regular, or adequate nighttime residence.” This count includes sheltered and unsheltered students who are included in the HUD PIT definition but additionally extends to students who are doubled-up in shared housing, living in a hotel or motel, or who are unaccompanied by adults.

Major factors in AAP activities in Salem and Keizer include:

- The preliminary results from the 2019 PIT Count indicate that the number of persons experiencing homelessness in Salem has increased by as much as 20% in 12 months.
- A trend of charging “double-deposits” as well as first and last month rent has limited the number of formerly homeless individuals that can be rapidly re-housed.
- The current housing market with vacancy rates under 4% and escalating rents is causing displacement of low-income households especially seniors and persons with disabilities on fixed incomes.

- An increase in Veterans living unsheltered and experiencing mental health diagnosis.
- Housing units needed to address the crisis is calculated at over 20,000.
- Warming Centers for persons who are unsheltered is a matter of life and death.

AP-38 Project Summary

Project Summary Information

1	Promote Economic Development	Direct Assistance to Microenterprises Microenterprise Training and Technical Assistance	CDBG: \$106,800	Jobs created/retained: Businesses assisted: 20 Businesses Assisted
2	End Homelessness- Public Service	Emergency Shelters: Case Management and Facility	CDBG: \$90,000	Public service activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted
3	End Homelessness- Subsistence Payments	Homeless Prevention Subsidies/Subsistence Payments/ Security Deposits	CDBG: \$55,000 HOME: \$270,000	Public service activities for Low/Moderate Income Housing Benefit: 200 Households Assisted Security Deposits: 180 households assisted
4	End Homelessness- TBRA and Transitional Housing	Coordinated Access to Housing Warming Center Network	HOME: \$473,354 CDBG: \$77,386	Tenant-based rental assistance / Rapid Rehousing: 90 Households Assisted Warming Centers: 400 Persons Assisted

5	Expand Affordable Housing	Rehabilitation/Conversion Affordable Housing	CDBG: \$783,832 Yaquina Hall: \$451,960 (Backfill balance from previous commitment) Fisher/Sizemore: \$81,358 Polk CDC: \$180,530 Westcare: \$69,984	Household Housing Unit Rental units rehabilitated: 105 Household Units
6	Housing Development/Rehab/Expansion	Rehabilitation/Conversion Affordable Housing	HOME: \$180,000	CHDO set-aside

Funding	CDBG: \$296,515 HOME: \$102,595
Description	This project is for the payment of administrative costs.
Target Date	6/30/2019
Estimate the number and type of families that will benefit from the proposed activities	This project is for administrative costs.
Location Description	City of Salem and City of Keizer (Keizer included for HOME Program as a Consortium).
Planned Activities	Payment of Administrative costs associated with the HOME and CDBG program funds.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The CDBG funding is restricted to use for residents of the city of Salem. The area is outlined by the city limits. This boundary has been applied to a Google maps and Salem Maps application for a much easier determination of eligibility of projects and clients. The CDBG eligibility map can be found on the City's website at: <https://www.cityofsalem.net/federalprograms>.

The HOME funding is restricted to use for residents of the cities of Salem and Keizer. This area is also determined by the city limits of the two cities. This boundary has been applied as an area to a Google Maps and Salem Maps application for easier determination of eligibility. The Salem eligibility area can be found at <https://www.cityofsalem.net/federalprograms>. A map of Keizer's boundaries can be found at: <https://evogov.s3.amazonaws.com/media/60/media/16710.pdf>.

Table 7 - Geographic Distribution

Target Area	Percentage of Funds
Central Salem	
Salem / Keizer Citywide (HOME is eligible in Keizer)	95.5%
NRSA	4.5%

Rationale for the priorities for allocating investments geographically

The City of Salem is a Community Development Block Grant (CDBG) entitlement community and receives the grant funds from the US Department of Housing and Urban Development (HUD). The annual allocations are determined through specific formulas created by HUD and Congress. The CDBG funds received by the City are utilized within the city limits of Salem. This includes all physical projects and services provided only for those with addresses within the boundary described. Physical addresses are verified against a Google and or Salem Maps boundary map to ensure compliance with this restriction. For microenterprise training recipients, the residential or business address must be within these boundaries.

HOME Investment Partnership (HOME) grant is allocated to both the City of Salem and Keizer through a consortium agreement making both cities and entitlement community. The HOME funds received by the consortium are utilized within the city limits of Salem and Keizer.

The city of Salem created a Neighborhood Revitalization Strategy Area (NRSA) in 2009. During the 2015-2019 Consolidated Planning period, the NRSA was renewed. Programs and projects submitting applications for funding within the NRSA are given additional points during the application scoring. The city of Salem continues to provide outreach and technical assistance regarding the NRSA and the

advantages of programs and projects within this area. For the 2019-2020 Plan Year, one project, MERIT has been awarded funding in the NRSA.

Discussion

Special considerations for projects and/or programs applying within the NRSA are given if they meet one of the goals defined in the Consolidated Plan.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The project/program goals described in the Annual Plan will target the homeless, non-homeless, and special needs households in the tables below. These goals provide affordable housing through rehabilitation of existing affordable housing, conversion of non-housing to affordable housing units, and rental assistance. All projects will target extremely low-income to moderate-income households.

Table 8 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households to be Supported	
Homeless	2975
Non-Homeless	20
Special-Needs	
Total	2995

Table 9 - One Year Goals for Affordable Housing by Support Type

One Year Goals for the Number of Households Supported Through	
Rental Assistance	90
The Production of New Units	0
Rehab of Existing Units	105
Acquisition of Existing Units	0
Total	195

Discussion

The numbers above represent the funding provided through the HOME and CDBG programs for rehabilitation of affordable housing units, conversion of non-housing units to affordable housing, and tenant-based rental assistance. These numbers do not reflect the additional funding through CDBG for interim housing assistance (subsistence payments) provided through Congregations Helping People.

AP-60 Public Housing – 91.220(h)

The Salem Housing Authority (SHA) owns and operates 245 public housing units for families, seniors and persons with disabilities under the HUD Public Housing Program. . HUD funds annual operating subsidies for Public Housing, as well as a Capital Fund Grant for capital improvements of the housing stock and management systems.

The quasi-governmental entity also own 392 non-federal, affordable housing units to meet needs of persons of low to moderate income. Over the next 18 months, SHA and its equity investors, will add an additional 80 units of affordable housing to its current portfolio.

SHA administers several rental voucher programs. A chart of the total allocation and currently issued is provided below:

<i>Voucher Type</i>	<i>Allocation</i>	<i>Total Issued as of March 2019</i>
<i>Regular Vouchers</i>	2,889	2,650
<i>Family Unification (FUP) SPRF</i>	19	8
<i>Family Unification (FUP)Vouchers</i>	100	80
<i>Veterans Administration Supportive Housing (VASH) Vouchers</i>	64	56
<i>Section 8 Mod Rehab</i>	36	24
<i>VASH Project Based Vouchers</i>	4	4
	3,112	2,822

SHA is under the umbrella of the City's Urban Development Department. This is the same City Department supporting the CDBG, HOME, Opportunity Zone and Urban Renewal Area (URA) resources.

Actions planned during the next year to address the needs to public housing

SHA will be revitalizing the public housing portfolio by participating in the Rental Assistance Demonstration Program (RAD). This national competitive initiative allows Public Housing properties to convert to long-term Section 8 rental assistance contracts. RAD is a central part of HUD's rental housing preservation strategy, which works to safeguard the long-term affordability of publicly subsidized properties by promoting capital improvements and cost

saving efficiencies.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Public Housing Resident Initiatives and Outreach

SHA has a Central Resident Council/Resident Advisory Board that meets several times a year to review the annual Public Housing Authority (PHA) Plan, as well as other topics including how to use resident participation funds. SHA solicits resident input on the capital needs assessment each year, and alerts tenants of potential policy changes to allow opportunity for tenant comment. The bylaws of both the SHA Commission and the Housing Advisory Committee (HAC) require at least one tenant serve on the Commission. All tenants are always welcome to attend meetings without actually serving on the Committee or Commission. A resident advisory board is comprised of tenants who review the Family Self-Sufficiency Program Action Plan, and review any proposed changes. Tenants are sent newsletters and other correspondence to ensure awareness of SHA activities, and are encouraged to provide feedback to staff. All tenants are given a 30-60 day period to comment on updated utility allowances, changes made to the security deposits, updates to maintenance charges, modifications to the Admissions and Continued Occupancy Policy, as well as revisions to leases and addendums or other items that could directly affect them. Housing Commission and HAC meetings are open to the public with meeting details included on the City of Salem's Meetings of Interest website.

SHA also provides Valley Individual Development Accounts (VIDA), a program that prepares and assists families and individuals who qualify, to plan and reach financial goals such as becoming a first time homeowner, start/expand a small business, pursue a college degree or job training to get a better paying job. VIDA allows families to save a maximum amount of \$3000. If a family saves the maximum of \$3000 in their savings the family's savings is matched three to one. Meaning for every dollar the family saves, they get \$3 up to a total of \$12,000.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance.

The PHA is not troubled.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Reducing homelessness, ending chronic homelessness, providing temporary emergency services, diverting persons from shelter into stable housing and shortening shelter stays, and rapidly connecting to permanent housing for persons who fall into homelessness are the policy and programmatic priorities of Salem and Keizer.

These objectives are being advanced through a coordinated care approach with the following components:

1. Ongoing outreach and assessment of persons who are homeless.
2. Helping to meet emergency shelter needs of homeless persons and individuals with special needs.
3. Rapidly rehousing individuals and families into permanent housing through the HRAP program funded with general fund and administered by SHA.
4. Providing prevention services to individuals and families with low-income, especially those with extremely low incomes.
5. Regional collaborating with other jurisdictions via the Mid-Willamette Homeless Initiative and Salem Keizer Collaborative hosted by Salvation Army.
6. Strengthening existing partnerships and developing new collaborations with private and not-for-profit agencies.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

During 2019, the jurisdiction will take a multipronged approach to reducing and ending homelessness, the goals include:

- Prevent people from becoming homeless.
- Consistent street outreach to provide services and information to unsheltered persons (food, clothes, pet resources, etc.), connect individuals with emergency shelter and/or housing options and provide urgent non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.
- Rapidly move people into housing via HRAP.
- Educate and advocate to remove barriers.
- Increase income support and economic opportunities.
- Expand data collection.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The coordinated entry access points utilize the Vulnerability Index – Service Prioritization

Decision Assistance Tool (VISPDAT) to assess and prioritize services for people who have the highest needs first and through this assessment, individuals and families are directed to the appropriate housing and support services solutions – transitional, rapid rehousing or permanent supportive housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

Specific projects and programs will provide emergency shelter and transitional housing to prevent low-income individuals, and families with children from becoming homeless. CDBG and HOME funds assist with emergency warming shelters and transitional housing needs of unsheltered persons. ARCHES recently received funding for expanding the Day Resource Center. At the Day Center persons can obtain information regarding HRAP and emergency shelter services available in the jurisdiction. Other expanded services include:

- Day Time Shelter
- Sack Lunches
- Hot Lunches
- Housing Assessments
- Resource Navigation
- Veteran's Services
- Mailboxes
- Laundry
- Showers
- Client Computers
- Limited Medical & Dental
- Telephone Access
- Classes/Support Groups
- Bus Passes
- Crisis Intervention
- Haircuts
- Clothing Closets
- Lockers
- ID & Birth Certificate support
- Health Screenings
- Social Security assistance
- Tenant Prep Education

WestCare Oregon will receive resources to improve a Veterans Transitional Housing facility to make it compliant with the Americans with Disability Act. Salem Interfaith Hospitality Network (SIHN) will receive funds to provide HOME Tenant Based Rental Assistance (TBRA) temporary rental housing assistance. SIHN networks with local churches provide sleeping facilities for the families until they can transition into permanent and independent housing. Congregations Helping People will receive funds to provide one-time crisis rent assistance, preventing the

need for emergency shelter and keeping families in their homes. Center for Hope and Safety will receive funds for domestic violence case management. Center for Hope and safety not only provides case management, they also provide shelter for survivors of domestic violence while they rebuild their lives.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Center for Hope and Safety will receive funding to provide case management to victims of Domestic Violence and Human Trafficking. Emergency housing assistance will be provided by Salem Interfaith Hospitality Network and Congregations Helping People which are funded with CDBG. St. Francis Shelter will receive funding for case management services for homeless families. Congregations Helping People will receive funding to provide utility support to those at risk of homelessness. Northwest Human Services will receive funding for the Crisis Hotline providing direct emergency assistance as needed by clients to remain housed.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Congregations Helping People (CHP) will be receiving CDBG funding for one-time crisis rental assistance (subsistence payments).

These two programs provide assistance during crisis situations, reducing the possibility of the families becoming homeless. CHP has a strong evaluation system to ensure the client will be able to pay their costs in the future and that this is truly a crisis situation.

Discussion

As described above, the City will be continuing the effort to prevent and eliminate homelessness. The issue of homelessness will be addressed through multiple programs with a focus on preventing homelessness.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The Analysis of Impediments to Fair Housing Choice, completed in 2014, summarizes barriers to affordable housing. The report is available at <https://www.cityofsalem.net/CityDocuments/analysis-of-impediments-to-fair-housing.pdf>. A more recent analysis is located in the Statewide Housing Plan.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City is addressing barriers to affordable housing through:

- The prioritization of addressing homelessness and housing development as a City Strategic Plan goal.
- Revising the multifamily housing standards.
- Granting System Development Charges (SDC) waivers for non-profit affordable housing developments using HOME/CDBG funding.
- Providing property tax exemption for non-profits operating low-income housing.
- Advocating with and educating Federal and State partners about affordable housing needs in Salem.
- Approving code amendments to allow additional, smaller residences on the same property as a single-family home.
- Continuing to update Community Plans, which are components of the City's Comprehensive Plan and which specify the location & intensity of proposed residential development; and
- Providing technical assistance with completing tax credit or foundation funding applications.

AP-85 Other Actions – 91.220(k)

Introduction:

This section will outline other actions the City has planned to address the needs of underserved populations, fostering and maintaining affordable housing, reduction of lead-based paint hazards, reduction in the number of poverty-level families, development of institutional structure, and coordinated efforts.

Actions planned to address obstacles to meeting underserved needs

Housing affordability encompasses a large number of eligible activities under both the CDBG and HOME formula grant programs. These activities include the production of new housing units, rehabilitation of existing housing units, preservation of housing, and rental assistance for tenants. In order to ensure effective use of affordable housing funds, local market characteristics and the potential to leverage other sources of funds must be considered.

All of the actions taken by the City in the management of HOME and CDBG funds are completed within program guidelines and address one or more goals identified in the Consolidated Plan.

Actions planned to foster and maintain affordable housing

As amended in 2018, the 2015-2019 Consolidated Plan, the first priority for the City is to Expand Affordable Housing. With CDBG and HOME funds several projects are in the development/redevelopment pipeline.

New construction of affordable housing - Willamette Neighborhood Housing Services (Nueva Luz);

Rehabilitation of housing – Salem Housing Authority (Yaquina Hall a project previously funded with CDBG dollars, and provided additional HOME and CDBG funding in 2019-2020); and

Fisher Road / Redwood Crossing – a project funded in 2019 with CDBG resources.

Actions planned to reduce lead-based paint hazards

According to the Code of Federal Regulations (CFR) 24 part 35, any housing rehabilitation project involving housing constructed before 1978, and receiving \$5,000 or more in Federal funds, shall be tested for lead-based paint. All projects meeting those parameters with identified lead-based paint hazards are to be mitigated or abated. City policy is to abate all reported lead based paint with levels

exceeding the acceptable limits.

Actions planned to reduce the number of poverty-level families

Based on the Consolidated Plan's Needs Assessment and available resources for program year 2019-2020, the City will allocate available resources (CDBG and HOME) to support public service programs for the benefit of low to moderate-income residents. The City will also expand and create new partnerships with service providers and community based organizations to provide community enrichment programming, affordable housing, case management services, and focus on self-sufficiency.

These actions will be achieved by:

- Creating new affordable housing by leveraging limited funding resources with private, federal, and state governmental subsidies and grants;
- Supporting permanent supportive housing for chronically homeless veterans by fostering effective supportive services that will promote self-sufficiency;
- Allocating 15 percent of CDBG entitlement funds for public services; and
- Funding case management services for homeless individuals / families and those at risk of becoming homeless.
- Collaborating with various City Departments, businesses and Salem Keizer School District to support ongoing academic achievement for low-to moderate-income students.

Actions planned to develop institutional structure

The City will proactively work with non-profit agencies, for-profit developers, quasi-public entities, advocacy groups, and clubs, and organizations, neighborhood associations, City departments and with the private sector to implement the City's Strategic Plan and the Consolidated Plan. Engaging the community and partners in the delivery of services and programs for the benefit of low to moderate residents will be vital in the overcoming gaps in service delivery.

The single most significant impediment in the delivery system remains the lack of available funding to support community development, economic development and affordable housing projects. The City of Salem is trying to address this gap via more strategic targeting, data driven decision-making, and leveraging of resources.

Actions planned to enhance coordination between public and private housing and social service agencies

In an ongoing effort to bridge the gap of various programs and activities, the City has developed partnerships and collaborations with local service providers and City departments that have been instrumental in meeting the needs and demands of the homeless, low-income individuals and families,

and other special needs. The City will continue to expand on developing partnerships with public service organizations throughout FY 2019-2020.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Program income, reallocation of funds from canceled projects, and past project funding reductions will supplement the entitlement funds received by the City. Program income is an additional source of funds generated in whole, or in part, by repayment of HOME loan funds. The City allocates program income to qualifying projects that support the needs of low and moderate- income persons. HOME funding is utilized to assist Low to Moderate Income (LMI) residents of Salem and Keizer.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	95%

Annual Action Plan 2019	46
----------------------------	----

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The HOME funds allocated are not being utilized for any forms of investments beyond those identified in Section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

For down payment assistance and homebuyer activities that incorporate a direct benefit to the homebuyer (i.e. down payment assistance, closing cost, interest subsidies, or other HOME assistance provided directly to the homebuyer which can additionally include the amount of assistance that reduced the purchase price from fair market value (appraised value) to an affordable price), the City will follow the recapture provisions as mandated by 24 CFR 92.254 (a) (5)(ii)(A)(2). A Trust Deed will be executed between the City or sub recipient and the homeowner and recorded in the office of the Marion County or Polk County Recorder's office depending on the location of the property. Assistance will be provided in the form of a deferred loan, which will be deferred until the sale, refinance and/or transfer of the property. If HOME funds are used for the cost of developing a property and the unit is sold below fair market value the difference between the fair market value and the purchase price is considered to be directly attributable to the HOME subsidy.

- Home Investment under \$15,000 has a 5-year affordability period.
- HOME Investment \$15,000-\$40,000 has a 10-year affordability period.
- HOME Investment over \$40,000 has a 15-year affordability period.

The City will recapture an amount that does not exceed the net sale proceeds from the sale of the property. In effect, the City will recapture the amount that is still outstanding (based on the remaining balance due on the loan including any interest incurred), however, not in an amount that is greater than the net sale proceeds. If the net proceeds are sufficient, the borrower shall repay to the City the full HOME subsidy plus interest, which is outlined in the promissory note. Should the net proceeds be insufficient to repay, the City will opt to forgive the difference. In the event only a development subsidy is provided to a home, or the property has multiple funding sources (providing homebuyer and/or development subsidy) and the other funding sources are more restrictive, the City will utilize resale provisions in these instances. The property must be resold to an income eligible household making less than or equal to 80% AMI. The homeowner will be allowed to base the sales price of the home on the original cost of the home inflated by the consumer price index, reflecting the sales price cap. The new owner's principal, interest, taxes and insurance (PITI) will not

exceed 30% of the homebuyer's gross wages. This will allow for a reasonable range of homebuyers to afford the property.

The PJ is currently enforcing recapture/resale provisions for projects covered under previous plans; however the City of Salem is not carrying out homebuyer assistance with the 2016 allocation.

For owner-occupied rehabilitation projects, the after-rehab value will not exceed the HUD Homeownership Sales Price Limits. After-rehab value is established by utilizing the assessed value and adding the cost of rehabilitation of the home.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

For homebuyer projects, the above-mentioned recapture provisions apply. As required by HOME funding, all rental units acquired with HOME funding will be subject to resale provisions to ensure the affordability of the units. The same per unit funding amounts apply to the affordability period of the rental units unless it is new construction. Under new construction, regardless of the amount of funding provided, the affordability period will be 20 years. Rental project affordability period is also secured through an agreement, covenant, note, and trust deed.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

There are no projects being refinanced with HOME funding scheduled for this plan year.

Subrecipient Monitoring

Monitoring and technical assistance are vital to ensure a successful partnership with the Subrecipient and City to help guarantee short and/or long term compliance. Pay requests for all projects and programs are processed only after all required documents are received. When construction or rehabilitation projects are completed out, documentation of client eligibility is obtained. Projects funded in past years are monitored annually to ensure the original intended use has not changed during the change of use period. For all construction or rehabilitation projects, ongoing physical inspections occur throughout the project to ensure local codes are met. For projects triggering Davis Bacon, staff provides extensive training with the Subrecipient to ensure all federal requirements are met. This includes mandatory contractor and payroll pre-construction meeting, review of certified payroll, and any additional training depending on the level of sub recipient expertise.

HOME monitoring is undertaken to ensure recipients are managing projects in compliance with funded activities. HOME assisted rental projects must meet the low-income occupancy and rent level

requirements at initial occupancy and throughout the period of affordability. Property inspections must meet the requirement of State and local codes, and rehabilitation standards for projects in the cities of Salem and Keizer. The City continues to monitor HOME funded projects in accordance with HOME monitoring requirements of at least every three years. If determined a “high-risk” property, the project will be monitored more frequently. Additionally, HOME Annual Reports are required to be submitted for all projects in the affordability period in January of each year. Through this annual monitoring, the City is able to provide technical assistance and address any issues of compliance if noted. Replacement reserve reports are required quarterly on HOME-assisted properties still in the affordability period.

Due to the shift in the economy, the Homebuyer Program was eliminated July 1, 2010. Homebuyers who were funded in the past are reviewed annually, for a minimum of five years after project completion, to ensure they are still residing at the funded residence. This same process is used for homebuyers in the Habitat for Humanity program. The City is a participant in the streamlining effort coordinated by Oregon Housing and Community Services (OHCS). The goal of streamlining is to reduce staff time and tenant interruptions throughout the year. Every recipient and Subrecipient, with programs or projects that are not closed out, must submit Quarterly Status Reports (QSR) that clearly define the progress made for the quarter, anticipated progress, and any challenges or barriers that may have occurred. These reports help ensure timeliness of expenditures, project status, and provide an indication of when onsite inspections are required.

The TBRA program planned for the 2019-2020 plan year includes a preference to certain populations. Family Promise’s (Salem Interfaith Hospitality Network) TBRA Program gives preference to homeless families. It is the policy of the City of Salem to assure that no person shall be discriminated against on the grounds of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income, as provided by Salem Revised Code Chapter 97. The City of Salem also fully complies with Title VI of the Civil Rights Act of 1964, and related statutes and regulations, in all programs and activities.

COUNCIL MEETING: July 1, 2019

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: CHRIS EPPLEY
CITY MANAGER**

**THROUGH: TRACY L. DAVIS, MMC
CITY RECORDER/COMMUNITY CENTER MANAGER**

**SUBJECT: WAIVER OF COMMUNITY CENTER FEE - KEIZER CHAMBER OF
COMMERCE COMMUNITY CONVERSATIONS**

ISSUE:

The Keizer Chamber of Commerce is requesting a fee waiver for up to four (4) Community Conversation events in the upcoming fiscal year. The Conversations are open to the public at no cost. The Conversations are an opportunity to engage the business community, community leaders, and citizens in topics that arise during the year. The first Community Conversation will be scheduled for Wednesday, August 14th at 6:00 p.m. This will be an open dialogue on the topic of the KeizerFEST community event. Councilor Marlene Parsons suggested this issue as a Community Conversation topic earlier this year.

The rental rates for the Keizer Community Center include a 25% discount for Keizer Citizens or any Keizer Based 501(c) organization. The Keizer Chamber of Commerce qualifies for this discount. The rental rate for an Iris Room for each of the Community Conversation events would be a total of \$1,050, broken out as follows:

- Room Rental – \$300 per event (includes 25% discount and staffing costs)
 - o Event Staff - included in the rental rate above, however if rental rate waived, event staff would cost the City \$80 (room set, event coverage, and clean/reset of room)
- Security/Cleaning Deposit – \$750 (refundable)

The City Council does not have the ability to waive the requirement for a certificate of general liability insurance.

Options for Council Consideration for the Keizer Chamber of Commerce Community Conversations:

1. Grant the request for a complete rental fee waiver (room rental including staffing and security/cleaning deposit)

2. Deny the request for a complete rental fee waiver (room rental including staffing and security/cleaning deposit)
3. Waive the room rental fee and security/cleaning deposit but charge \$80 for the staffing.

RECOMMENDATION:

Staff recommends the City Council discuss the request, consider the options presented, and then direct staff accordingly.

CITY COUNCIL MEETING: July 1, 2019**AGENDA ITEM NUMBER:_____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: RESOLUTION RATIFYING CITY MANAGER AND CHIEF OF
POLICE SIGNING OF 2018-2021 COLLECTIVE BARGAINING
MEMORANDUM OF UNDERSTANDING NO. 5**

Due to retiring officers and vacation schedule gaps, together with the fact that newly hired officers are not qualified to go solo at this time, Chief Teague is recommending a temporary rehire of Tyler Wampler.

The Resolution approving the police collective-bargaining agreement requires Council approval for any memorandum of understanding (MOU) relating to wages, benefits etc. (with narrow exceptions). Memorandum of Understanding No. 5 is before Council for approval because there are some minor changes to benefits due to the fact that Officer Wampler is retired.

The MOU has been agreed to by the union and because the timing is such that it needed to be signed a few days before the Council meeting, we are bringing the matter to Council for ratification.

RECOMMENDATION:

Adopt the attached Resolution.

Please let me know if you have any questions. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

RATIFYING THE CITY MANAGER'S AND CHIEF OF
POLICE'S SIGNATURES ON MEMORANDUM OF
UNDERSTANDING NO. 5 RELATING TO 2018-2021
COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the City Council authorized the City Manager to enter into a
Collective Bargaining Agreement with the Keizer Police Association by Resolution
R2018-2875;

WHEREAS, such Collective Bargaining Agreement is effective from July 1, 2018
through June 30, 2021;

WHEREAS, from time-to-time amendments need to be made to such Agreement
to modify provisions and change job classifications as authorized by the Council;

WHEREAS, such amendments are made with the use of Memorandum of
Understanding;

WHEREAS, the Council authorized the City Manager and Chief of Police to sign
Memorandum of Understanding relating to the 2018-2021 Collective Bargaining
Agreement without further authorization by the City Council except for amendments
relating to provisions that relate to wages, benefits, budgetary matters, or job
classification additions, except in situations where the job classifications have already
been budgeted for by the Council and individual new-hire vacation/sick leave beginning
bank and/or accruals;

1 WHEREAS, the City Manager and Chief of Police have executed Memorandum
 2 of Understanding No. 1 through No. 4 to amend some of the provisions of the Collective
 3 Bargaining Agreement;

4 WHEREAS, Memorandum of Understanding No. 5 must be authorized by the
 5 City Council since it partially relates to benefits;

6 WHEREAS, due to the timing of Council meetings, the Memorandum of
 7 Understanding No. 5 has been signed by the City Manager and Chief of Police;

8 NOW, THEREFORE,

9 BE IT RESOLVED by the City Council of the City of Keizer that the signing of
 10 the Memorandum of Understanding No. 5, a copy of which is attached hereto, by the
 11 City Manager and Chief of Police is ratified.

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

14 PASSED this _____ day of _____, 2019.

15
 16 SIGNED this _____ day of _____, 2019.

17

18

19

20

21

22

 Mayor

 City Recorder

**2018-2021 Collective Bargaining Agreement
Memorandum of Understanding No. 5**

Retire and Rehire for Tyler Wampler

Whereas Tyler Wampler, a current member of the Keizer Police Association, requested to continue to work after his retirement on or near June 27, 2019; and

Whereas the City has a need to employ an officer during a period when some police officer employees are retiring, generating “gaps” in the daily schedule, and newly hired police officer employees are not or will not yet be qualified to go solo; and

Whereas it is advantageous to both parties that Wampler remain in the Association, subject to the stipulations shown below; and

Whereas this agreement recognizes the effects of SB 1049 (2019), which was effective upon passage:

The Keizer Police Association and the City agree to the following with regard to Tyler Wampler’s reemployment after retirement.

- Wampler will not be a “regular part-time employee” as described in Section 1.2; rather, Wampler will be a temporary employee of the City through November 24, 2019 (unless extended and agreed to in writing by the City, Association, and Wampler).
- If Wampler desires to separate employment prior to November 24, 2019, he agrees to provide at least six weeks’ notice.
- Wampler will be considered an “at will” employee, subject to dismissal by the City for any lawful reason, without warning; however, in the interest of due process, Wampler will be afforded the rights provided under Appendix B (Personnel Complaints and Investigations), Sections 812.9.2 and 812.11 of Appendix C (Discipline), and Article 15 (Grievance Procedure) except that he will retain no rights to grieve discipline or discharge past Step Two of Section 15.1.
- Because of Wampler’s relative continuance of employment, the City will continue to pay him at his current step and he will be eligible for the increases described in Section 7.1 (Wages).
- Wampler will continue to receive all applicable incentives described in Section 7.3 (Incentives and Premium Pay).
- Wampler will receive his current phone stipend, paid each month.
- A prorated clothing allowance will be allotted, if required for Wampler’s assignment.
- Wampler will have the option to contribute to a City-approved 457 program; however, the City will not “match” or otherwise contribute.
- Social security will be paid in accordance with applicable law.
- PERS contributions will be paid by the City in keeping with SB 1049 (2019). That is, the City will pay the PERS contribution as required by law, but the contributions will have no effect upon Wampler’s PERS benefits.

**2018-2021 Collective Bargaining Agreement
Memorandum of Understanding No. 5**

- Wampler will receive retiree health insurance and the City will pay the same percentage of that insurance as for non-represented employees. Effective the month following separation from temporary employment, the City will discontinue its contribution to retiree health insurance.
- Wampler will not receive an HSA contribution as described in Section 8.8 (Retirement Health Savings Account (HSA)).
- In lieu of vacation, Wampler will receive four hours of administrative time per pay period, which may be used as approved by the City and will not be payable upon separation.
- Wampler, if assigned to a 4/12 patrol shift in accordance with Section 5.1(B)(5), will receive shift time as described in Section 5.1(C). Wampler will endeavor to use any accrued shift time prior to separation from employment; however, if any remains, it will be paid out upon separation.
- Wampler will accrue or be compensated for holidays in accordance with Sections 10.2 or 10.3 except that any accrued floating holiday hours will not be paid out upon separation.
- Wampler will accrue sick leave at the City's temporary employee rate of one (1) hour of sick leave earned for every 30 hours worked. Accrued sick leave will not be paid out upon separation.
- Wampler may not donate sick leave to another employee.
- Wampler will work overtime as approved or assigned by the City.
- Wampler will not be permitted to "bump" regular employees (cf. Sections 1.1 and 1.2) for optional overtime but may sign up for such overtime before regular part-time employees if regular employees do not sign up for it.
- As a temporary employee, Wampler will not retain seniority rights as described in Article 12 (Seniority) and specifically Section 12.5 (Retention of Classification Seniority upon Reemployment) except that Wampler will retain seniority for purposes of shift-bidding (Section 5.1(G)(4)).
- Wampler's assignment (e.g., patrol, traffic, detectives, CRU) will be determined by the chief of police or designee and Wampler will be given 14-days' notice of a change of assignment or schedule as elsewhere described.
- Wampler will be required to attend all in-service and other maintenance training, as determined by the chief of police or designee.
- All pay and benefits will cease upon separation from employment.

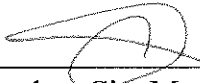
The Keizer Police Association and the City agree that nothing in this memorandum establishes a past practice.

This MOU will take effect upon signing.

**2018-2021 Collective Bargaining Agreement
Memorandum of Understanding No. 5**

Signatures below testify to the acceptance of this Memorandum of Understanding.

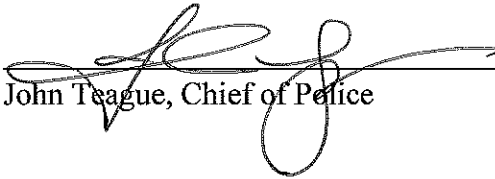
FOR THE CITY OF KEIZER:



Chris Eppley, City Manager

6-21-19

Date



John Teague, Chief of Police

06/21/19

Date

FOR THE KEIZER POLICE ASSOCIATION:



Kevin Demarco, President

06/20/19

Date



Carrie Anderson, Secretary

6-21-19

Date

CITY COUNCIL MEETING: July 1, 2019

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: DIGITAL MESSAGE BOARD

This matter was before Council at its February 19, 2019 meeting. Following that meeting, staff has been working on obtaining a Conditional Use Permit, conducting additional informal solicitations for the masonry base and electrical work, and negotiating contracts for the three components of the sign.

It was originally reported that the sign would cost approximately \$27,650 and the estimated cost for the masonry base and electrical work would be between \$5,000 and \$10,000. The actual costs are \$23,850 for the sign, \$6,885 for the masonry base, and \$7,945 for the electrical work.

Contracts have been negotiated between the parties and they are before Council for authorization to sign them.

RECOMMENDATION:

Adopt the attached Resolution.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2019-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO
AGREEMENTS WITH SALEM SIGN CO., INC., NUGENT
MASONRY, INC., AND NORTHSIDE ELECTRIC FOR DIGITAL
MESSAGE BOARD PROJECT AT KEIZER CIVIC CENTER

WHEREAS, bids were solicited for the electrical work, masonry work, and installation
of the digital message board at Keizer Civic Center;

WHEREAS, funds available to complete this project are in the 2019/20 budget;

WHEREAS, low bids were received from Salem Sign Co., Inc., Nugent Masonry, Inc.
and Northside Electric;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is
hereby authorized to enter into the attached agreement with Salem Sign Co., Inc. in the amount
of \$23,850.00.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the City
Manager is hereby authorized to enter into the attached agreement with Nugent Masonry, Inc.
in the amount of \$6,885.00.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the City
Manager is hereby authorized to enter into the attached agreement with Northside Electric in
the amount of \$7,945.00.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
funding for this project is from the Civic Center Facilities Fund.

4
5 SIGNED this _____ day of _____, 2019.

5 SIGNED this _____ day of _____, 2019.

6
7
8

Mayor

8 Mayor

10

11 City Recorder

CONTRACT
FOR
DIGITAL MESSAGE BOARD

THIS AGREEMENT, made this 19th day of JUNE, 2019, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and Salem Sign Co., Inc. an Oregon corporation, hereinafter called "Contractor".

WITNESSETH THAT: In consideration of the mutual covenants and conditions hereinafter set forth, the Owner and Contractor hereby agree as follows:

1. **WORK BY CONTRACTOR.** The Contractor shall provide all labor and materials to furnish and install, including, but limited to electrical work, one internally illuminated double face display with a digital EMC per sketch number 20754-19 attached as Exhibit "A" hereto and by this reference incorporated herein.
2. **TIME OF COMPLETION.** Unless directed in writing otherwise, the Contractor shall commence the work covered by this Contract within ten (10) days of written Notice to Proceed, and shall complete all aspects of the project no later than August 15, 2019.
3. **CONTRACT SUM.** The Contract Sum is Twenty-Three Thousand, Eight Hundred Fifty and no/100 (\$23,850.00). If the electrical hook-up is not within six (6) feet of the sign installation location, Owner and Contractor shall prepare a Change Order to allow additional compensation for the added expense.
4. **PAYMENTS.** Owner shall pay Contractor fifty percent (50%) of the contract sum with the written Notice to Proceed. When final completion of the work has been achieved, Contractor shall prepare for Owner's acceptance a final application for payment stating that to the best of Contractor's knowledge, and based on Owner's inspections, the work has reached final completion in accordance with the Contract Documents. Payment of the final Contract Sum shall be made to Contractor within twenty (20) days after acceptance of the work by Owner and Contractor's submittal of the final application for payment. Such payment shall be conditioned, however, upon submission by the Contractor of evidence, satisfactory to the Owner, that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid in full.
5. **PAYMENTS WITHHELD.** Owner may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from losses on account of:
 - a. Defective work not remedied within a reasonable time after written notice.
 - b. Claims filed or reasonable evidence indicating probable filing of claims.

- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to the site, adjacent public or private property, or to another contractor.
- f. Failure of the Contractor to keep Contractor's work progressing in accordance with Contractor's time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- 6. **CHANGES.** Contractor may request and/or Owner may order changes in the work or the timing or sequencing of performance of the work that impacts the Contract Unit Price or the Contract Time. All such changes in the work that affect Contract Time or Contract Unit Price shall be formalized in a Change Order. Acceptance of the Change Order and any adjustment in the Contract Unit Price and/or Contract Time must be signed by all parties.
- 7. **NOTICES.** Any written notices permitted or required by this Contract shall be deemed given when personally delivered, or three days after deposit in the United States mail, postage fully prepaid, addressed to the parties as set forth below or such other address as either party may provide to the other by notice given in accordance with this provision.

OWNER:

Christopher C. Eppley
City Manager
City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

CONTRACTOR:

Bradley J Spady
President
Salem Sign Co., Inc.
1825 Front Street NE
Salem, OR 97301

- 8. **LICENSES AND PERMITS.** Contractor shall secure any permits required for the project. Contractor shall invoice Owner for the direct costs of such permits. Contractor and Owner agree that the costs for the permits are not included in the compensation set forth in Section 3 above. Contractor shall comply with all laws, ordinances and regulations, (Federal, State, or local) which may be applicable to the project to be conducted hereunder.
- 9. **RESPONSIBILITY OF CITY MANAGER.** The term "City Manager" herein shall be Christopher C. Eppley, or his duly authorized representative. The City Manager shall have full authority to interpret the plans and specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this Contract. It shall be the duty of the City Manager to enforce the specifications in a fair and unbiased manner, although he has the right to

waive any term of the specifications if that term is found to be unreasonable and inconsistent with the general spirit of the specifications.

10. **WAIVER.** It is expressly understood and agreed that any waiver granted by the City Manager or the Owner of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same of any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver, by the Owner, of any claim which the Owner may have against the Contractor.

11. **LIABILITY INSURANCE.** The Contractor shall procure and maintain ongoing and completed liability insurance as hereinafter specified at Contractor's own expense. All such insurance shall be subject to the approval of the Owner for adequacy of protection and shall include a provision preventing cancellation without ten (10) day's prior notice to the Owner in writing. Contractor must provide the Owner with a certificate of insurance and endorsement evidencing the insurance within five (5) days from Contractor's execution of this Contract. Contractor shall not commence work until the required evidence has been delivered to Owner. The endorsement must insure the City of Keizer as an additional insured. "The City of Keizer" includes its officers, agents, contractors, and employees. The liability insurance required is as follows:

- a. Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him.

All such insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than \$2,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$1,000,000 for all damages arising out of injury or destruction of property, damages arising out of injury or destruction of property, (including property of the City) in any one accident; and a limit of liability of not less than \$2,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

- b. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 issued to Contractor and protecting him from all claims arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

12. **WORKERS COMPENSATION INSURANCE.** The Contractor shall procure and maintain, at Contractor's own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of Contractor's employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Contractor. Certificates evidencing the issuance of such insurance shall be filed with the Owner within five (5) days after execution of this Contract.
13. **INDEMNITY.** The Contractor shall indemnify the Owner, the Owner's agents and employees from and against all losses and all claims, demands, payments, suit actions, recoveries, and judgment of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, Contractor's agents, or employees, in the execution of the work or in guarding the same.
14. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall continuously maintain adequate protection of all Contractor's work and materials from damage or theft and shall protect the Owner's property and all adjacent property from injury or loss arising in connection with the activities under this Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be due to errors in the Contract documents or such as may be caused by agents or employees of the Owner.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the work site, warning against any hazards created by the work being done under this Contract. Contractor shall designate a responsible member of Contractor's organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Owner in writing. In any emergency affecting the safety of life, or of the work or adjoin property, the Contractor, without special instruction or authorization from the Owner, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury, and Contractor must take such action if so instructed or authorized by the Owner. The Contractor shall also protect adjacent property as required by law.

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor and sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

15. SAFETY MEASURES. Contractor agrees that Contractor, Contractor's employees, and subcontractors will comply with all OSHA regulations applicable to the work being performed. Contractor further understands and agrees that work sites under this project vary from low traffic to very high traffic flow and that Contractor shall use appropriate traffic control measures. All traffic control measures must comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Contractor agrees that all personnel must wear safety vests at all times and use safety cones as required.

16. INSPECTION. Owner and his representative shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to inspection and approval.

The inspection of the work shall not relieve the Contractor of any of Contractor's obligations to fulfill the Contract in full and as prescribed. Defective work shall be made good and unsuitable material shall be rejected, notwithstanding that such defective work and material may have been previously overlooked and accepted on estimates for payment. No work shall be done at night without the prior written approval of Owner.

17. DEFECTIVE WORK OR MATERIAL. The Contractor shall promptly remove from the premises all work and materials condemned by Owner as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute Contractor's own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

18. LIENS. Contractor shall not permit any lien or claim to be filed or prosecuted against the City of Keizer, Oregon or the private property owner, in connection with this contract and agrees to assume responsibility should such lien or claim be filed. If at any time there shall be evidence of any lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to provide complete indemnification against such lien or claim. In the event the Owner has already paid to the Contractor all sums due under this Contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor shall be liable to the Owner for any loss so sustained.

19. OWNER'S RIGHT TO TAKE OVER THE WORK. If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over its affairs, or if it should fail to prosecute its work with due diligence and carry the work forward in accordance with its work schedule and the time limits set forth in the Contract

documents, or if it should fail to substantially perform one or more of the provisions of the Contract documents to be performed by it, the Owner may serve written notice on the Contractor stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily corrected within ten (10) days after service of such notice, the Owner may, without prejudice to any other right or remedy, exercise one of the following such remedies, at once, having first obtained a certificate from the City Manager that sufficient cause exists to justify such action.

- a. The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor, whereupon Owner may itself take over the work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of its service, the Contractor shall not be entitled to any further payment under this Contract until the work is completed and accepted. If the Owner takes over the work and if the unpaid balance of the Contract price when the Owner takes over the work exceeds the cost of completing the work, including compensation for any damages or expenses incurred by Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such costs, expenses and damages shall exceed such unpaid balance of the Contract price, the Contractor shall pay the difference to the Owner. Such costs, expenses, and damages shall be certified by the City Manager.
- b. The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event, the Owner shall be entitled to collect from the Contractor, or to deduct from any payment then or thereafter due the Contractor, the cost incurred by it through the default of the Contractor, provided the City Manager approves the amount thus charged to the Contractor.

The above remedies are in addition to any other remedies allowed by law or equity.

20. **CONTRACTOR'S RIGHT TO STOP OR TERMINATE CONTRACT.** If the work shall be stopped under an order of any court or other public authority for a period of no less than three (3) months through no act or fault of the Contractor or of any one employed by it, then the Contractor may on seven (7) days written notice to the Owner stop work or terminate this Contractor and recover from the Owner payment for all work executed to the date of stoppage, any losses sustained from any plant or material, and a reasonable profit. If the City Manager shall fail to issue any certificate for payment within ten (10) days after it is due, or if the

Owner shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation to the Owner any sum certified by the City Manager, then the Contractor may, on seven (7) days written notice to Owner, terminate the Contract and recover from the Owner payment for all work executed to date, any losses sustained upon any plant for material, and a reasonable profit.

21. DELAYS AND EXTENSION OF TIME. If the Contractor is delayed at any time in the progress of the work by an act or neglect of the Owner, or any employee of Owner, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the Contractor's control, or by delay authorized by the City Manager, or by any cause which the City Manager shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager may decide.

No such extensions shall be made for a delay occurring more than seven (7) days before claim therefore is made in writing to the City Manager. In the case of a continued cause of delay, only one claim is necessary. This section does not exclude the recovery of damages for delays by either party under other provisions in the Contract documents.

22. ACCEPTANCE. Final inspection and acceptance of the work shall be made by the Owner and local appointed authority. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection.

23. GUARANTEE. Contractor agrees to guarantee all work under this Contract for a period of one (1) year from the date of final acceptance thereof. If any unsatisfactory condition or damage develops within the time of this guarantee due to materials or workmanship which were defective, inferior, or not in accordance with the Contract, Contractors agrees, whenever notified by Owner, to immediately place such guaranteed work in a condition satisfactory to Owner and make repairs of all damage made necessary in the fulfillment of the guarantee. This provision shall survive termination of this Contract.

24. DISPUTE RESOLUTION.

- (a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the Owner within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Marion. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Salem, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible.

The applicable arbitration rules for the Marion County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the Owner. Insofar as the Contractor and the Owner legally may do so, they agree to be bound by the decision of the arbitrator.

- (b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the Owner shall make payments as required by the Agreement for undisputed portions of work.

25. **ASSIGNMENT.** Neither Owner nor Contractor shall assign its interest in this Contract without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Contract shall be binding upon both parties, their partners, successors, assigns and legal representatives. Neither party to this Contract shall assign the Contract as a whole without written consent of the other.

26. **INDEPENDENT CONTRACTOR STATUS.** The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner. Contractor is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement.

27. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of Oregon.

28. **SEVERABILITY.** Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor. Owner and Contractor agree that this Contract shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

29. **COMPLIANCE.** The Contractor shall comply with and require its subcontractors to comply with all applicable provisions of Federal, State and local statutes, ordinance, orders, rules, regulations, and all other specifications and provisions as contained within these Contract documents.

30. **INCORPORATION; PRECEDENCE.** The Exhibits, if any, attached to this Contract are incorporated herein as if fully set forth in this Contract. If any provision of any Exhibit conflicts with the provisions of this Contract, the terms of this Contract shall govern.

31. **SIGNATURE.** Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the

parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY OF KEIZER

SALEM SIGN CO., INC.

By: _____
Christopher C. Eppley,
City Manager

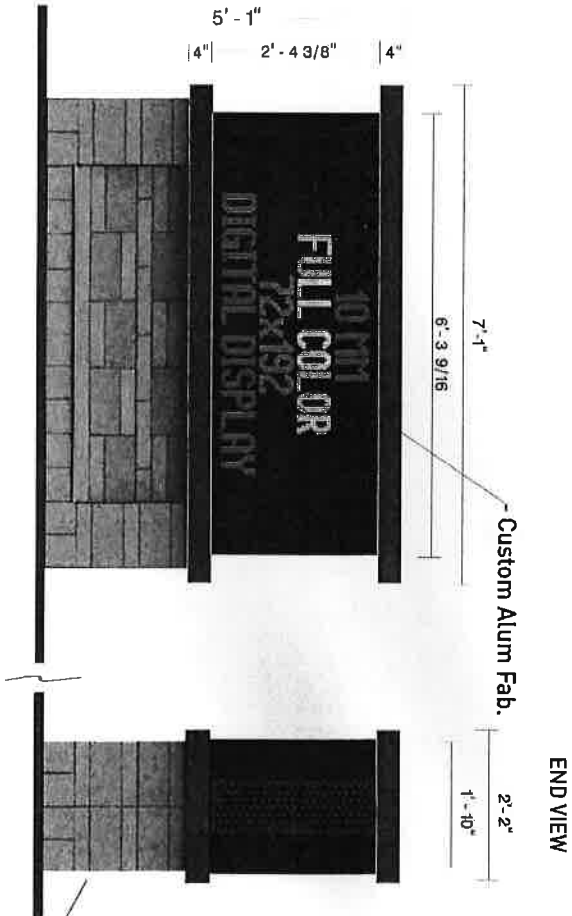
By: _____ 6/19/19

APPROVED AS TO FORM:

Keizer City Attorney



Internally Illuminated Double Face Display w/ Digital EMC



SPECIFICATIONS

* CABINET

- Custom Alum Fab.
- (Paint to Match Bldg.)

* DIGITAL DISPLAY

- 10 mm RGB
- 72 x 192 matrix



Salem Sign Co., Inc.

1825 FRONT ST. N.E.
SALEM, OR 97301
503.371.6362
FAX 503.371.0901
e-mail: signs@salemisign.com
CCB# 65297



THIS DRAWING IS THE PROPERTY OF SALEM SIGN CO., INC.

SK # 20754-19

JOB TITLE:

Keizer City Hall

LOCATION:

930 Chemawa Rd N, Keizer, OR

DATE:

9-3-18

DRAWN BY:

CZ

SALES:

Brad Spady

APPROVED BY:

CONTRACT
FOR
DIGITAL MESSAGE BOARD MASONRY

THIS AGREEMENT, made this ____ day of _____, 2019, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and Nugent Masonry, Inc., hereinafter called "Contractor".

WITNESSETH THAT: In consideration of the mutual covenants and conditions hereinafter set forth, the Owner and Contractor hereby agree as follows:

1. **WORK BY CONTRACTOR.** The Contractor shall provide all labor, equipment and materials to furnish and install masonry for the new digital message board as described in Exhibit "A" attached hereto, and by this reference incorporated herein.
2. **TIME OF COMPLETION.** Unless directed in writing otherwise, the Contractor shall commence the work covered by this Contract within ten (10) days of the written Notice to Proceed, and shall complete all aspects of the project no later August 15, 2019.
3. **CONTRACT SUM.** The Contract Sum is Six Thousand, Eight Hundred, Eighty-Five and no/100 (\$6,885.00).
4. **PAYMENTS.** When final completion of the work has been achieved, Contractor shall prepare for Owner's acceptance a final application for payment stating that to the best of Contractor's knowledge, and based on Owner's inspections, the work has reached final completion in accordance with the Contract Documents. Payment of the final Contract Sum shall be made to Contractor within twenty (20) days after acceptance of the work by Owner and Contractor's submittal of the final application for payment. Such payment shall be conditioned, however, upon submission by the Contractor of evidence, satisfactory to the Owner that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid in full.
5. **PAYMENTS WITHHELD.** Owner may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from losses on account of:
 - a. Defective work not remedied within a reasonable time after written notice.
 - b. Claims filed or reasonable evidence indicating probable filing of claims.
 - c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
 - d. A reasonable doubt that the Contract can be completed for the balance then unpaid.

- e. Damage to the site, adjacent public or private property, or to another contractor.
- f. Failure of the Contractor to keep Contractor's work progressing in accordance with Contractor's time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- 6. CHANGES. Contractor may request and/or Owner may order changes in the work or the timing or sequencing of performance of the work that impacts the Contract Unit Price or the Contract Time. All such changes in the work that affect Contract Time or Contract Unit Price shall be formalized in a Change Order. Acceptance of the Change Order and any adjustment in the Contract Unit Price and/or Contract Time must be signed by all parties.
- 7. NOTICES. Any written notices permitted or required by this Contract shall be deemed given when personally delivered, or three days after deposit in the United States mail, postage fully prepaid, addressed to the parties as set forth below or such other address as either party may provide to the other by notice given in accordance with this provision.

OWNER:

CONTRACTOR:

Bill Lawyer
Public Works Director
City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

Nugent Masonry Inc.
6100 Crooked Stick Loop SE
Salem, OR 97306

- 8. LICENSES AND PERMITS. Contractor shall secure any permits required for the project. Contractor shall comply with all laws, ordinances and regulations, (Federal, State, or local) which may be applicable to the project to be conducted hereunder.
- 9. RESPONSIBILITY OF PUBLIC WORKS DIRECTOR. The term "Public Works Director" herein shall be Bill Lawyer, or his duly authorized representative. The Public Works Director shall have full authority to interpret the plans and specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this Contract. It shall be the duty of the Public Works Director to enforce the specifications in a fair and unbiased manner, although he has the right to waive any term of the specifications if that term is found to be unreasonable and inconsistent with the general spirit of the specifications.
- 10. WAIVER. It is expressly understood and agreed that any waiver granted by the Public Works Director or the Owner of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same of any other

terms, provisions, or covenants of this Contract. Neither the acceptance of the work by Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver, by the Owner, of any claim which the Owner may have against the Contractor.

11. **LIABILITY INSURANCE.** The Contractor shall procure and maintain ongoing and completed liability insurance as hereinafter specified at Contractor's own expense. All such insurance shall be subject to the approval of the Owner for adequacy of protection and shall include a provision preventing cancellation without ten (10) day's prior notice to the Owner in writing. Contractor must provide the Owner with a certificate of insurance and endorsement evidencing the insurance within five (5) days from Contractor's execution of this Contract. Contractor shall not commence work until the required evidence has been delivered to Owner. The endorsement must insure the City of Keizer as an additional insured. "The City of Keizer" includes its officers, agents, contractors, and employees. The liability insurance required is as follows:

- a. Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him.

All such insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than \$2,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$1,000,000 for all damages arising out of injury or destruction of property, damages arising out of injury or destruction of property, (including property of the City) in any one accident; and a limit of liability of not less than \$2,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

- b. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 issued to Contractor and protecting him from all claims arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

12. **WORKERS COMPENSATION INSURANCE.** The Contractor shall procure and maintain, at Contractor's own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of Contractor's employees at the site of the project and in case any work is sublet, the Contractor shall require such

subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Contractor. Certificates evidencing the issuance of such insurance shall be filed with the Owner within five (5) days after execution of this Contract.

13. INDEMNITY. The Contractor shall indemnify the Owner, the Owner's agents and employees from and against all losses and all claims, demands, payments, suit actions, recoveries, and judgment of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, Contractor's agents, or employees, in the execution of the work or in guarding the same.

14. PROTECTION OF WORK AND PROPERTY. The Contractor shall continuously maintain adequate protection of all Contractor's work and materials from damage or theft and shall protect the Owner's property and all adjacent property from injury or loss arising in connection with the activities under this Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be due to errors in the Contract documents or such as may be caused by agents or employees of the Owner.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the work site, warning against any hazards created by the work being done under this Contract. Contractor shall designate a responsible member of Contractor's organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Owner in writing. In any emergency affecting the safety of life, or of the work or adjoin property, the Contractor, without special instruction or authorization from the Owner, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury, and Contractor must take such action if so instructed or authorized by the Owner. The Contractor shall also protect adjacent property as required by law.

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor and sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

15. SAFETY MEASURES. Contractor agrees that Contractor, Contractor's employees, and subcontractors will comply with all OSHA regulations applicable to the work being performed. Contractor further understands and agrees that work sites under this project vary from low traffic to very high traffic flow and that Contractor shall use appropriate traffic control measures. All traffic control measures must comply with the current edition of the Manual on Uniform Traffic

Control Devices (MUTCD). Contractor agrees that all personnel must wear safety vests at all times and use safety cones as required.

- 16.INSPECTION. Owner and his representative shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to inspection and approval.

The inspection of the work shall not relieve the Contractor of any of Contractor's obligations to fulfill the Contract in full and as prescribed. Defective work shall be made good and unsuitable material shall be rejected, notwithstanding that such defective work and material may have been previously overlooked and accepted on estimates for payment. No work shall be done at night without the prior written approval of Owner.

- 17.DEFECTIVE WORK OR MATERIAL. The Contractor shall promptly remove from the premises all work and materials condemned by Owner as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute Contractor's own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

- 18.LIENS. Contractor shall not permit any lien or claim to be filed or prosecuted against the City of Keizer, Oregon or the private property owner, in connection with this contract and agrees to assume responsibility should such lien or claim be filed. If at any time there shall be evidence of any lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to provide complete indemnification against such lien or claim. In the event the Owner has already paid to the Contractor all sums due under this Contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor shall be liable to the Owner for any loss so sustained.

- 19.OWNER'S RIGHT TO TAKE OVER THE WORK. If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over its affairs, or if it should fail to prosecute its work with due diligence and carry the work forward in accordance with its work schedule and the time limits set forth in the Contract documents, or if it should fail to substantially perform one or more of the provisions of the Contract documents to be performed by it, the Owner may serve written notice on the Contractor stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily corrected within ten (10) days after service of such notice, the Owner may, without prejudice to any other right or remedy, exercise one of the following such remedies, at once, having first obtained a certificate from the Public Works Director that sufficient cause exists to justify such action.

- a. The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor, whereupon Owner may itself take over the work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of its service, the Contractor shall not be entitled to any further payment under this Contract until the work is completed and accepted. If the Owner takes over the work and if the unpaid balance of the Contract price when the Owner takes over the work exceeds the cost of completing the work, including compensation for any damages or expenses incurred by Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such costs, expenses and damages shall exceed such unpaid balance of the Contract price, the Contractor shall pay the difference to the Owner. Such costs, expenses, and damages shall be certified by the Public Works Director.
- b. The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event, the Owner shall be entitled to collect from the Contractor, or to deduct from any payment then or thereafter due the Contractor, the cost incurred by it through the default of the Contractor, provided the Public Works Director approves the amount thus charged to the Contractor.

The above remedies are in addition to any other remedies allowed by law or equity.

20. CONTRACTOR'S RIGHT TO STOP OR TERMINATE CONTRACT. If the work shall be stopped under an order of any court or other public authority for a period of no less than three (3) months through no act or fault of the Contractor or of any one employed by it, then the Contractor may on seven (7) days written notice to the Owner stop work or terminate this Contractor and recover from the Owner payment for all work executed to the date of stoppage, any losses sustained from any plant or material, and a reasonable profit. If the Public Works Director shall fail to issue any certificate for payment within ten (10) days after it is due, or if the Owner shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation to the Owner any sum certified by the Public Works Director, then the Contractor may, on seven (7) days written notice to Owner, terminate the Contract and recover from the Owner payment for all work executed to date, any losses sustained upon any plant for material, and a reasonable profit.

21. DELAYS AND EXTENSION OF TIME. If the Contractor is delayed at any time in the progress of the work by an act or neglect of the Owner, or any employee of Owner, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the Contractor's control, or by delay authorized by the Public Works Director, or by any cause which the Public Works Director shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Public Works Director may decide.

No such extensions shall be made for a delay occurring more than seven (7) days before claim therefore is made in writing to the Public Works Director. In the case of a continued cause of delay, only one claim is necessary. This section does not exclude the recovery of damages for delays by either party under other provisions in the Contract documents.

22. ACCEPTANCE. Final inspection and acceptance of the work shall be made by the Owner and local appointed authority. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection.

23. GUARANTEE. Contractor agrees to guarantee all work under this Contract for a period of one (1) year from the date of final acceptance thereof. If any unsatisfactory condition or damage develops within the time of this guarantee due to materials or workmanship which were defective, inferior, or not in accordance with the Contract, Contractor agrees, whenever notified by Owner, to immediately place such guaranteed work in a condition satisfactory to Owner and make repairs of all damage made necessary in the fulfillment of the guarantee. This provision shall survive termination of this Contract.

24. DISPUTE RESOLUTION.

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the Owner within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Marion. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Salem, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Marion County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the Owner. Insofar as the Contractor and the Owner legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the Owner shall make payments as required by the Agreement for undisputed portions of work.

25. ASSIGNMENT. Neither Owner nor Contractor shall assign its interest in this Contract without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Contract shall be binding upon both parties, their partners, successors, assigns and legal representatives. Neither party to this Contract shall assign the Contract as a whole without written consent of the other.

26. INDEPENDENT CONTRACTOR STATUS. The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner. Contractor is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement.

27. GOVERNING LAW. This Contract shall be governed by the laws of the State of Oregon.

28. SEVERABILITY. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor. Owner and Contractor agree that this Contract shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

29. COMPLIANCE. The Contractor shall comply with and require its subcontractors to comply with all applicable provisions of Federal, State and local statutes, ordinance, orders, rules, regulations, and all other specifications and provisions as contained within these Contract documents.

30. INCORPORATION; PRECEDENCE. The Exhibits, if any, attached to this Contract are incorporated herein as if fully set forth in this Contract. If any provision of any Exhibit conflicts with the provisions of this Contract, the terms of this Contract shall govern.

31. SIGNATURE. Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY OF KEIZER

NUGENT MASONRY, INC.

By: _____
Bill Lawyer
Public Works Director

By: _____
_____,

APPROVED AS TO FORM:

Keizer City Attorney

**Nugent Masonry Inc.**

www.nugentmasonryinc.com

6100 Crooked Stick Loop, SE, Salem, Oregon 97306

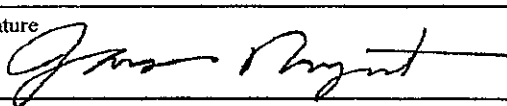
Phone 503-378-7653

CCB # 139911

Estimate

Bill To
Keizer City Hall

Date	Job
4/5/2019	Sign

Description	Amount
This estimate reflects the cost for labor, materials and equipment to complete the masonry sign located at the Keizer City Hall. This price includes: Concrete footing Ground Face CMU (Cream color from Willamette Graystone) Type S Mortar Wash new masonry Seal with 12% Siloxane sealer	6,885.00
Signature 	Total \$6,885.00

CONTRACT
FOR
DIGITAL MESSAGE BOARD ELECTRICITY

THIS AGREEMENT, made this 20 day of June, 2019, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and Northside Electric, hereinafter called "Contractor".

WITNESSETH THAT: In consideration of the mutual covenants and conditions hereinafter set forth, the Owner and Contractor hereby agree as follows:

1. WORK BY CONTRACTOR. The Contractor shall provide all labor and materials to furnish and install electricity from the building to the new digital message board location. Contractor shall bore a conduit from the new sign location to the building, provide and install power from an existing source at the building to the sign, terminate wiring and test operation of the new sign, and obtain the electrical permit.
2. TIME OF COMPLETION. Unless directed in writing otherwise, the Contractor shall commence the work covered by this Contract within ten (10) days of the effective date of this Contract, and shall complete all aspects of the project no later August 1, 2019.
3. CONTRACT SUM. The Contract Sum is Seven Thousand, Nine Hundred, Forty-Five and no/100 (\$7,945.00).
4. PAYMENTS. When final completion of the work has been achieved, Contractor shall prepare for Owner's acceptance a final application for payment stating that to the best of Contractor's knowledge, and based on Owner's inspections, the work has reached final completion in accordance with the Contract Documents. Payment of the final Contract Sum shall be made to Contractor within twenty (20) days after acceptance of the work by Owner and Contractor's submittal of the final application for payment. Such payment shall be conditioned, however, upon submission by the Contractor of evidence, satisfactory to the Owner that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid in full.
5. PAYMENTS WITHHELD. Owner may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from losses on account of:
 - a. Defective work not remedied within a reasonable time after written notice.
 - b. Claims filed or reasonable evidence indicating probable filing of claims.
 - c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.

- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to the site, adjacent public or private property, or to another contractor.
- f. Failure of the Contractor to keep Contractor's work progressing in accordance with Contractor's time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- 6. CHANGES. Contractor may request and/or Owner may order changes in the work or the timing or sequencing of performance of the work that impacts the Contract Unit Price or the Contract Time. All such changes in the work that affect Contract Time or Contract Unit Price shall be formalized in a Change Order. Acceptance of the Change Order and any adjustment in the Contract Unit Price and/or Contract Time must be signed by all parties.
- 7. NOTICES. Any written notices permitted or required by this Contract shall be deemed given when personally delivered, or three days after deposit in the United States mail, postage fully prepaid, addressed to the parties as set forth below or such other address as either party may provide to the other by notice given in accordance with this provision.

OWNER:

Bill Lawyer
Public Works Director
City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

CONTRACTOR:

Northside Electric
PO Box 12323
Salem, OR 97309

- 8. LICENSES AND PERMITS. Contractor shall secure any permits required for the project. Contractor shall comply with all laws, ordinances and regulations, (Federal, State, or local) which may be applicable to the project to be conducted hereunder.
- 9. RESPONSIBILITY OF PUBLIC WORKS DIRECTOR. The term "Public Works Director" herein shall be Bill Lawyer, or his duly authorized representative. The Public Works Director shall have full authority to interpret the plans and specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this Contract. It shall be the duty of the Public Works Director to enforce the specifications in a fair and unbiased manner, although he has the right to waive any term of the specifications if that term is found to be unreasonable and inconsistent with the general spirit of the specifications.

10. **WAIVER.** It is expressly understood and agreed that any waiver granted by the Public Works Director or the Owner of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same of any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver, by the Owner, of any claim which the Owner may have against the Contractor.

11. **LIABILITY INSURANCE.** The Contractor shall procure and maintain ongoing and completed liability insurance as hereinafter specified at Contractor's own expense. All such insurance shall be subject to the approval of the Owner for adequacy of protection and shall include a provision preventing cancellation without ten (10) day's prior notice to the Owner in writing. Contractor must provide the Owner with a certificate of insurance and endorsement evidencing the insurance within five (5) days from Contractor's execution of this Contract. Contractor shall not commence work until the required evidence has been delivered to Owner. The endorsement must insure the City of Keizer as an additional insured. "The City of Keizer" includes its officers, agents, contractors, and employees. The liability insurance required is as follows:

- a. Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him.

All such insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than \$2,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$1,000,000 for all damages arising out of injury or destruction of property, damages arising out of injury or destruction of property, (including property of the City) in any one accident; and a limit of liability of not less than \$2,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

- b. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 issued to Contractor and protecting him from all claims arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

12. **WORKERS COMPENSATION INSURANCE.** The Contractor shall procure and maintain, at Contractor's own expense, during the life of this Contract, in

accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of Contractor's employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Contractor. Certificates evidencing the issuance of such insurance shall be filed with the Owner within five (5) days after execution of this Contract.

13. INDEMNITY. The Contractor shall indemnify the Owner, the Owner's agents and employees from and against all losses and all claims, demands, payments, suit actions, recoveries, and judgment of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, Contractor's agents, or employees, in the execution of the work or in guarding the same.

14. PROTECTION OF WORK AND PROPERTY. The Contractor shall continuously maintain adequate protection of all Contractor's work and materials from damage or theft and shall protect the Owner's property and all adjacent property from injury or loss arising in connection with the activities under this Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be due to errors in the Contract documents or such as may be caused by agents or employees of the Owner.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the work site, warning against any hazards created by the work being done under this Contract. Contractor shall designate a responsible member of Contractor's organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Owner in writing. In any emergency affecting the safety of life, or of the work or adjoin property, the Contractor, without special instruction or authorization from the Owner, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury, and Contractor must take such action if so instructed or authorized by the Owner. The Contractor shall also protect adjacent property as required by law.

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor and sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

15. SAFETY MEASURES. Contractor agrees that Contractor, Contractor's employees, and subcontractors will comply with all OSHA regulations applicable to the work being performed. Contractor further understands and agrees that work sites under this project vary from low traffic to very high traffic flow and that

Contractor shall use appropriate traffic control measures. All traffic control measures must comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Contractor agrees that all personnel must wear safety vests at all times and use safety cones as required.

16. INSPECTION. Owner and his representative shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to inspection and approval.

The inspection of the work shall not relieve the Contractor of any of Contractor's obligations to fulfill the Contract in full and as prescribed. Defective work shall be made good and unsuitable material shall be rejected, notwithstanding that such defective work and material may have been previously overlooked and accepted on estimates for payment. No work shall be done at night without the prior written approval of Owner.

17. DEFECTIVE WORK OR MATERIAL. The Contractor shall promptly remove from the premises all work and materials condemned by Owner as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute Contractor's own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

18. LIENS. Contractor shall not permit any lien or claim to be filed or prosecuted against the City of Keizer, Oregon or the private property owner, in connection with this contract and agrees to assume responsibility should such lien or claim be filed. If at any time there shall be evidence of any lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to provide complete indemnification against such lien or claim. In the event the Owner has already paid to the Contractor all sums due under this Contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor shall be liable to the Owner for any loss so sustained.

19. OWNER'S RIGHT TO TAKE OVER THE WORK. If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over its affairs, or if it should fail to prosecute its work with due diligence and carry the work forward in accordance with its work schedule and the time limits set forth in the Contract documents, or if it should fail to substantially perform one or more of the provisions of the Contract documents to be performed by it, the Owner may serve written notice on the Contractor stating its intention to exercise one of the

remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily corrected within ten (10) days after service of such notice, the Owner may, without prejudice to any other right or remedy, exercise one of the following such remedies, at once, having first obtained a certificate from the Public Works Director that sufficient cause exists to justify such action.

- a. The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor, whereupon Owner may itself take over the work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of its service, the Contractor shall not be entitled to any further payment under this Contract until the work is completed and accepted. If the Owner takes over the work and if the unpaid balance of the Contract price when the Owner takes over the work exceeds the cost of completing the work, including compensation for any damages or expenses incurred by Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such costs, expenses and damages shall exceed such unpaid balance of the Contract price, the Contractor shall pay the difference to the Owner. Such costs, expenses, and damages shall be certified by the Public Works Director.
- b. The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event, the Owner shall be entitled to collect from the Contractor, or to deduct from any payment then or thereafter due the Contractor, the cost incurred by it through the default of the Contractor, provided the Public Works Director approves the amount thus charged to the Contractor.

The above remedies are in addition to any other remedies allowed by law or equity.

20. **CONTRACTOR'S RIGHT TO STOP OR TERMINATE CONTRACT.** If the work shall be stopped under an order of any court or other public authority for a period of no less than three (3) months through no act or fault of the Contractor or of any one employed by it, then the Contractor may on seven (7) days written notice to the Owner stop work or terminate this Contractor and recover from the Owner payment for all work executed to the date of stoppage, any losses sustained from any plant or material, and a reasonable profit. If the Public Works Director shall fail to issue any certificate for payment within ten (10) days after it is due, or if the Owner shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation to the Owner any sum certified by the Public Works Director, then the Contractor may, on seven (7) days written notice to Owner, terminate

the Contract and recover from the Owner payment for all work executed to date, any losses sustained upon any plant for material, and a reasonable profit.

21. DELAYS AND EXTENSION OF TIME. If the Contractor is delayed at any time in the progress of the work by an act or neglect of the Owner, or any employee of Owner, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the Contractor's control, or by delay authorized by the Public Works Director, or by any cause which the Public Works Director shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Public Works Director may decide.

No such extensions shall be made for a delay occurring more than seven (7) days before claim therefore is made in writing to the Public Works Director. In the case of a continued cause of delay, only one claim is necessary. This section does not exclude the recovery of damages for delays by either party under other provisions in the Contract documents.

22. ACCEPTANCE. Final inspection and acceptance of the work shall be made by the Owner and local appointed authority. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection.

23. GUARANTEE. Contractor agrees to guarantee all work under this Contract for a period of one (1) year from the date of final acceptance thereof. If any unsatisfactory condition or damage develops within the time of this guarantee due to materials or workmanship which were defective, inferior, or not in accordance with the Contract, Contractors agrees, whenever notified by Owner, to immediately place such guaranteed work in a condition satisfactory to Owner and make repairs of all damage made necessary in the fulfillment of the guarantee. This provision shall survive termination of this Contract.

24. DISPUTE RESOLUTION.

- (a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the Owner within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Marion. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Salem, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Marion County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and

the Owner. Insofar as the Contractor and the Owner legally may do so, they agree to be bound by the decision of the arbitrator.

- (b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the Owner shall make payments as required by the Agreement for undisputed portions of work.

25. ASSIGNMENT. Neither Owner nor Contractor shall assign its interest in this Contract without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Contract shall be binding upon both parties, their partners, successors, assigns and legal representatives. Neither party to this Contract shall assign the Contract as a whole without written consent of the other.
26. INDEPENDENT CONTRACTOR STATUS. The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner. Contractor is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement.
27. GOVERNING LAW. This Contract shall be governed by the laws of the State of Oregon.
28. SEVERABILITY. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor. Owner and Contractor agree that this Contract shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
29. COMPLIANCE. The Contractor shall comply with and require its subcontractors to comply with all applicable provisions of Federal, State and local statutes, ordinance, orders, rules, regulations, and all other specifications and provisions as contained within these Contract documents.
30. INCORPORATION; PRECEDENCE. The Exhibits, if any, attached to this Contract are incorporated herein as if fully set forth in this Contract. If any provision of any Exhibit conflicts with the provisions of this Contract, the terms of this Contract shall govern.
31. SIGNATURE. Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY OF KEIZER

NORTHSIDE ELECTRIC

By: _____
 Bill Lawyer
 Public Works Director

By:  _____
 Mike Davis
 President

APPROVED AS TO FORM:

 Keizer City Attorney



MINUTES
KEIZER CITY COUNCIL WORK SESSION
Monday, June 10, 2019
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 6:00 pm. Roll call was taken as follows:

Present:

Cathy Clark, Mayor
 Kim Freeman, Councilor
 Marlene Parsons, Councilor
 Laura Reid, Councilor
 Roland Herrera, Councilor
 Elizabeth Smith, Councilor
 Dan Kohler, Councilor

Staff:

Chris Eppley, City Manager
 Shannon Johnson, City Recorder
 Nate Brown, Community Development
 Shane Witham, Senior Planner
 Bill Lawyer, Public Works Director
 Tracy Davis, City Recorder

DISCUSSION

**a. Sidewalk/
 Right of Way
 Obstruction
 Issues**

Mayor Clark explained that this work session was scheduled because over the years Councilors have received numerous complaints about sidewalk obstructions and everyone needs to know what the City Code says and discuss steps, if any, that Council would like to take in order to keep sidewalk obstructions at a minimum.

Community Development Director Nate Brown explained that this is a long standing issue that all communities deal with. Other cities did not respond to Keizer's requests for information on how they handle this. He explained that it is important to be sensitive to the issue, and there are many neighborhoods where basketball hoops are a welcomed. He summarized his staff report and reviewed the handout he had provided which listed some of the policies that staff feels need to be addressed:

1. Complaint based enforcement
2. Revise the ROW ordinance to include all obstructions and give authority to the City to either remove, cite or both (Code Enforcement to act in partnership with other departments).
3. On unimproved ROW would be a case-by-case basis, written permission required for such things as gardens or other minor improvements.
4. Create an allowance for basketball hoops/standards that are actively in

use as long as they:

- Are not on any part of an improved sidewalk
- Do not obstruct any lane of vehicle/bicycle travel
- Are located only on local streets - not arterials/collector streets
- Participants must yield ROW at all times

5. RV cords allowed:

- 72 hours
- ¾" max height (would exclude hoses)
- Cones or other alerts for pedestrians
- Strip protectors

6. Parking ordinance allows up to 20 days of RV parking on a public street with permit from PD (Potential conflict with 72-hour cord/hose across sidewalk)

7. Must agree with the allowance of garbage cans as stated in the franchise ordinance.

Discussion then took place regarding moving hoops when they are not in use, allowing children to play, RVs blocking sidewalks, stormwater blockage, hindrance to street sweeping, allowing basketball hoops that are 'actively in use', RV parking violations, parking related to in-home businesses, parking zones, disposing of basketball hoops, citations, tools necessary to adequately enforce the City Code, and ADA compliance.

Mayor Clark summarized that

- Sidewalks are for people to walk on from point A to point B without obstruction. Code Enforcement needs a tool to make that possible. *It was consensus of Council that this needs to be addressed.*
- Vegetation and overhanging bushes need to be addressed. The online reporting tool works well for this.
- Strip protectors on cords crossing sidewalks to RVs need to be added to the regulations to prevent pedestrian tripping hazards. *It was consensus of Council that this needs to be addressed.*
- Language needs to be included in the ordinance that ensures that anything installed in the strip between the street and the sidewalk does not obstruct vision. *It was consensus of Council that this needs to be addressed.*

Additional discussion took place regarding user friendly rules, educating the public, using park basketball hoops instead of the ones at home, and giving staff the necessary tools to enforce the Code.

Finally, Mr. Brown reviewed the numbered list. Council agreed that staff should follow up with items 1-5 and 7, and #6 should be addressed when discussing the parking ordinance.

ADJOURNMENT Mayor Clark adjourned the meeting at 7:15 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 – Elizabeth Smith

Councilor #3 – Marlene Parsons

Councilor #6 – Daniel R. Kohler

Minutes approved:_____



MINUTES
KEIZER CITY COUNCIL
Monday, June 17, 2019
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
Kim Freeman, Councilor
Marlene Parsons, Councilor
Laura Reid, Councilor
Roland Herrera, Councilor
Daniel Kohler, Councilor
Elizabeth Smith, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development
Bill Lawyer, Public Works Director
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**

None

**COMMITTEE
REPORTS**

Clint Holland, Keizer, reported on the recent Parks Advisory Board meeting noting that the Board had received an update from Jeff Davis on the exercise equipment being installed in Country Glenn and Claggett Creek and heard testimony regarding a proposed Eagle Scout project. He also summarized the staff report given at the meeting.

Mr. Holland then urged everyone to check out www.KRAorg.com to find out about concerts and entertainment planned for the amphitheater at Keizer Rapids Park, noted that he is actively recruiting sponsors for the events, and asked permission to add movies to the schedule. Mayor Clark noted that the request is on the agenda for the meeting and would be addressed at that time.

**PUBLIC
TESTIMONY**

Dawn Bostwick, Huggins Insurance, referred to the letter handout that was left on the dais for each Councilor noting that the City has a great reputation and is a model because of its great loss control and loss history. She commended city staff for having listened to loss control suggestions of City County Insurance Services and enrolling in all possible programs to get credits off the premium. She added that the City of Keizer has saved almost a million dollars over the past 10 years and

much of that is because staff working with insurance communicates well with other departments.

JoAnn Leadingham, Keizer, distributed a memo on an idea called “JoAnn’s Plan” which would take .1% of the sales price on any home being sold for a fund which would be administered by Council and would be used to fund transitional programs for the homeless. Mayor Clark indicated that she would bring this idea to the Mid-Willamette Homeless Initiative.

PUBLIC HEARING

None

ADMINISTRATIVE ACTION

a. 2019-2020

Annual Action Plan – City of Salem Program Manager Shelly Ehenger

Shelley Ehenger, Salem, Federal Programs Manager for the Urban Development Department, shared information regarding the Annual Action Plan via a slide presentation.

Ms. Ehenger then fielded questions regarding public housing units and area median income requirements. Mayor Clark shared the names of other organizations that are also sources of income for these programs.

b. Waiver of Community Center Rental Fee – Keizer Chamber Foundation Volunteer Board Training

City Manager Chris Eppley summarized his staff report. Councilor Parsons pointed out that the Keizer Chamber Foundation is not affiliated with the Keizer Chamber of Commerce. Discussion followed regarding the benefit of the training to City committee members and non-profits and the fact that this is the only Foundation request made annually.

Mayor Clark directed Councilor Herrera to check with the Chair of Keizer United to see if funding this event could be through a partnership of the two entities. *Decision on this item was postponed to the next meeting.*

c. RESOLUTION – Establishing the Amount of the Sewer System Development Charge for Wastewater Treatment Facilities; Repealing R2018-2873

City Attorney Shannon Johnson summarized his staff report noting that since this item involved fees, an opportunity for public comment was required before it could be approved.

Mayor Clark opened the floor for comment. There were none.

Councilor Freeman moved that the Keizer City Council adopt a Resolution Establishing the Amount of the Sewer System Development Charge for Wastewater Treatment Facilities; Repealing R2018-2873. Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

d. Request for Allowance of Additional Dates at Keizer Rotary Amphitheatre

Mr. Johnson summarized his staff report. Discussion took place regarding the impact on possible other rentals and neighbors, sponsorship, funding, and rental rates.

Councilor Freeman moved that the Keizer City Council direct staff to allow the four additional concerts and two movie nights at Keizer Rapids Park. Councilor Herrera seconded. Discussion followed. Motion was restated as follows:

Councilor Freeman moved that the Keizer City Council direct staff to allow four additional concerts and two movie nights or any combination as deemed appropriate and require only the application fee and deposit for the events. Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

CONSENT CALENDAR

- a. RESOLUTION – Authorizing the Finance Director to Sign Springbrook Order Form for Software Yearly Maintenance
- b. RESOLUTION – Authorizing the City Manager and Chief of Police to Sign Peer Court Intergovernmental Agreement
- c. RESOLUTION – Authorizing City Manager to Enter Into Intergovernmental Agreement with Salem-Keizer School District 24J (School Resource Officers)
- d. RESOLUTION – Certification of Delinquent Sewer Accounts
- e. Approval of June 3, 2019 City Council Regular Session Minutes

Councilor Freeman moved that the Keizer City Council adopt the Consent Calendar. Councilor Herrera seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Freeman, Parsons, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

COUNCIL LIAISON REPORTS

Councilor Kohler reviewed events in which he had participated and announced the upcoming service for former Mayor Koho and the Keizer Community Dinner. Mayor Clark added that the family has asked that any donations in memory of Mr. Koho be given to the Cascade Pacific Council of Scouts.

Councilor Reid reported on past events and meetings and announced the Revitalization Open House and the first KRA concert.

Councilor Freeman announced the upcoming Marion County Fair and commended the Parks staff for emptying trash receptacles promptly.

Councilor Smith listed meetings and events she had attended and announced that a representative from Senator Wyden's office had informed her that Detroit Lake would not need to be drained this year and that there is no problem with Salem water.

Councilor Parsons reported on meetings she had attended and announced upcoming ones.

Councilor Herrera expressed appreciation to Councilor Kohler for his assistance with the Koho funeral, offered condolences to Lori Koho, shared information from the collaborative school district meeting, congratulated Julie Huckestein on her retirement as Chemeketa Community College President and welcomed the incoming president Jessica Howard, and announced past and upcoming meetings/events he had attended.

Mayor Clark shared thoughts about Dennis Koho and Volcanoes Baseball, reviewed meetings and events she had attended, announced upcoming ones, and extended sympathy to Salem City Councilor Sally Cook who lost her husband recently.

OTHER BUSINESS Chief Teague announced the upcoming '5K Foot Pursuit' for Marion County Special Olympics.

Public Works Director Bill Lawyer announced that River Road paving will begin sometime after July 1 and before September 15.

Community Development Director Nate Brown noted that the city did not receive the Rail Grant for which it applied and announced the upcoming Revitalization stakeholder meeting.

City Attorney Shannon Johnson provided background information regarding rehiring of a retiree and various delays noting that a signed resolution will be needed but since the agreement is not finalized the resolution is not ready. However, the agreement will need to be signed before the next Council meeting, so he requested that Council give informal approval. Formal ratification will be placed on the next meeting agenda. Chief Teague provided additional information noting that the sunset is November 24, 2019. *Council agreed by consensus to move forward with this plan.*

WRITTEN COMMUNICATIONS Mayor Clark read a letter addressed to Marion County, with Keizer copied, from the Keizer Equestrian Center requesting discontinuance of fireworks at Volcano stadium. She noted that the Center is outside of Keizer city limits but that perhaps contact could be made to inform the Sheriff's Department of the parking problem.

AGENDA INPUT **July 1, 2019 - 7:00 p.m.** – City Council Meeting
July 8, 2019 - 6:00 p.m. – City Council Work Session
July 15, 2019 - 7:00 p.m. - City Council Regular Session

ADJOURNMENT Mayor Clark adjourned the meeting at 8:57 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 – Elizabeth Smith

Councilor #3 – Marlene Parsons

Councilor #6 – Daniel R. Kohler

Minutes approved: _____

Written Communications/Testimony and Submitted Documents

Update to Keizer Chamber of Commerce Agenda Item – Waiver of Community Center Fees for Community Conversations

In 2018, the City Council waived all fees, including staffing costs for up to 4 Community Conversations.

AP-10 Consultation - 91.100, 91.200(b), 91.215(1)

1. Introduction

The citizen participation process implemented by the City is developed to encourage input from community stakeholders and citizens of Salem and Keizer. These entities, along with community members are given an opportunity to review and comment on the information contained in this Annual Action Plan and other plans and reports developed by the City.

This AAP relies on planning efforts conducted by the Mayors and Councils for both Salem and Keizer, Oregon Housing and Community Services (OHCS), Salem Housing Authority, and service providers. Staff also participated in national conferences, seminars and policy/strategy sessions to learn about best and promising practices in housing, community sustainability, equity issues and homelessness intervention and prevention.

- The City of Salem is committed to work alongside the businesses, property owners, private non-profit organizations, and communities of faith, to reduce homelessness and serve the needs of homeless families and individuals. City Council also formed the Downtown Homeless Solutions Task Force. The task force recommendations were reported back to the Council in January. Task Force information is located on the City's website: <https://www.cityofsalem.net/Pages/downtown-homeless-solutions-task-force.aspx>
- The City of Keizer is in the process of completing a Housing Needs Analysis. The City of Keizer is developing a Housing Needs Analysis (HNA) and Buildable Lands Inventory (BLI). The project will provide information to the City about Keizer's housing market, provide a basis for updating the Housing Element and housing policies of Keizer's Comprehensive Land Use Plan, and will determine if the city has enough residential land to accommodate future projected population growth. The project will provide information about housing and socio-economic trends, inventory buildable residential land, and describe the need for new housing, and ultimately determine whether Keizer currently has enough land to meet identified housing needs. The HNA will provide a factual basis for understanding housing needs, particularly need for housing affordable for households of all income levels, and for developing policies to better meet Keizer's housing needs. Information about the Keizer HNA can be found at: [/www.keizer.9rg/housing-needs-analysis-and-buildable-lands-inventory](http://www.keizer.9rg/housing-needs-analysis-and-buildable-lands-inventory)
- The Mid-Willamette Homeless Initiative (MWHI) Strategic Plan (Strategic Plan) was adopted in February of 2017. The City of Salem, Keizer, Independence and Monmouth, and Marion County have partially-funded a Program Coordinator position housed with the Mid-Willamette Valley Council of Governments to implement the Strategic Plan. The collaboration resulted in a Service and Resource Inventory Map, a Money Map based upon 2017-2018 information,

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

| This is not applicable to the City of Salem or to the City of Keizer. There is no publically owned land or property to use in addressing the needs identified in the Annual Plan.

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Oregon has disproportionately large homeless populations. Oregon's general population represents 1.3 percent of the total U.S. population. By contrast, the state's homeless population is proportionately twice as large, reaching 2.6 percent of the U.S. total. The state's chronically homeless population represents 4.5 percent of U.S. total, and its unsheltered population is 4.6 percent of the national total.

High rents are to blame for the severity of the state's homelessness crisis. Economist John Quigley and Steven Raphael were among the first to demonstrate that housing affordability—rather than personal circumstances—is the key to predicting the relative severity of homelessness across the United States. They estimated that a 10.0 percent increase in rent leads to a 13.6 percent increase in the rate of homelessness. To afford a two-bedroom home in Salem, Oregon, you need a job paying at least \$21.26 an hour (\$43,370 a year), according to a new report from the National Low Income Housing Coalition. The average income of a resident in the Salem/Keizer Metropolitan Statistical Area is \$11.37 per hour (\$23,201 a year).

Homelessness disproportionately affects many racial or ethnic minority groups. The African American share of the homeless population (6.0 percent) is more than three times their share of the general population (1.9 percent). Similarly, the share of homeless individuals who identify as American Indian/Alaskan Native is 3.5 times this group's representation in the general population, and the share of homeless individuals who identify as Native Hawaiian/Pacific Islander is 3.25 times this group's representation in the general population.

Housing instability affects many more children than conventional homeless counts would suggest. The U.S. Department of Housing and Urban Development (HUD) point-in-time (PIT) counts show about 2,500 children are experiencing homelessness in recent years. By contrast, the Oregon Department of Education (ODE) reports almost 22,000 in the 2017-18 school year. Homeless students under the ODE definition are those who lack a "fixed, regular, or adequate nighttime residence." This count includes sheltered and unsheltered students who are included in the HUD PIT definition but additionally extends to students who are doubled-up in shared housing, living in a hotel or motel, or who are unaccompanied by adults.

Major factors in AAP activities in Salem and Keizer include:

- The preliminary results from the 2019 PIT Count indicate that the number of persons experiencing homelessness in Salem has increased by as much as 20% in 12 months.
- A trend of charging "double-deposits" as well as first and last month rent has limited the number of formerly homeless individuals that can be rapidly re-housed.
- The current housing market with vacancy rates under 4% and escalating rents is causing displacement of low-income households especially seniors and persons with disabilities on fixed incomes.