

**CITY OF SILVERTON**  
**CITY COUNCIL REGULAR MEETING**  
Monday, March 4, 2024 – 7:00 p.m.



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**Council Chambers – 421 South Water Street and Zoom**

*Americans with Disabilities Act* – The City of Silverton intends to comply with the A.D.A. The meeting location is accessible to individuals needing special accommodations such as a sign language interpreter, headphones, or other special accommodations for the hearing impaired. To participate, please contact the City at 503-874-2216 at least 48 hours prior to the meeting.

A copy of the full packet is available on the City’s website at <https://silverton.or.us/meetings>. In accordance with House Bill 2560 and City of Silverton Resolution 22-06, the meeting will be held in a hybrid format: in person, and electronically using the Zoom web conference platform. Please submit written comments to [publiccomment@silverton.or.us](mailto:publiccomment@silverton.or.us) by 3:00 p.m. on Monday, March 4, 2024. Comments received will be shared with the City Council and included in the record. If you wish to participate through the Zoom web conference platform, see meeting information below.

Zoom meeting link:

<https://us02web.zoom.us/j/87628551292?pwd=K2VNL1RPWkRRUWZjQ1pqdllwcG1Kdz09>

Passcode: 606896

Webinar ID: 876 2855 1292

Telephone: 253 215 8782

## **AGENDA**

- I. OPENING CEREMONIES** - Call to Order, Pledge of Allegiance and Roll Call
- II. APPROVAL OF MINUTES**
  - 2.1 Minutes from February 5, 2024, City Council Meeting, February 6, 2024, City Council Goals Meeting and the February 26, 2024, City Council Work Session Meeting
- III. PUBLIC COMMENT** – This is a business meeting of the City Council. The City values and welcomes public input. Please address the Council as a whole and not individual Council Members. Do not address staff or members of the audience. Council action on items brought up in Public Comment is limited by the Oregon Open Meeting Law. The Council may direct staff to study the matter and reschedule it for further consideration later. Items on the agenda will not be heard or discussed during Public Comment but will be accepted at that place on the agenda. Individuals are limited to three (3) minutes.
- IV. SCHEDULED PRESENTATIONS**
  - 4.1 Silverton Sustainability in Action Presentation – Republic Service Municipal Relationship Manager Cindy Rogers/Republic Service Municipal Contract Administrator Travis Comfort
  - 4.2 Silverton Chamber of Commerce Monthly Report – Executive Director Stacy Palmer
- V. DISCUSSION/ACTION**
  - 5.1 Ordinance No. 24-02 An Ordinance of the Silverton City Council Granting a Term Extension for the Existing Non-Exclusive Telecommunications Franchise with

Lightspeed Networks, Inc., Declaring an Emergency and Stating an Effective Date –  
City Manager Cory Misley

- 5.2 Ordinance No. 24-03 – An Ordinance of the Silverton City Council Adding Chapter 12.49 to Adopt Limitation Of Liability For Certain Claims Arising From The Use Of Trails Or Structures Within Public Easements And Unimproved Rights Of Way Under ORS 105.668 – City Manager Cory Misley
- 5.3 Resolution No. 24-02 – Approval of Fiscal Year 2024-25 City Council Goals – City Manager Cory Misley
- 5.4 Update on City Hall and Change Order Request Ratification – Community Development Director Jason Gottgetreu
- 5.5 Discussion on “Twenty is Plenty” Speed Limit Reductions from 25 MPH to 20 MPH on Local Residential Streets - City Manager Cory Misley

**VI. CONSENT**

- 6.1 Transfer Resolution No. 24-03 A Transfer Resolution to Increase the Facilities Maintenance Appropriation – Deputy City Manager/Finance Director Kathleen Zaragoza
- 6.2 Extension of Agreement with Silverton Area Seniors Inc. (SASI) – City Manager Cory Misley

**VII. COMMITTEE APPOINTMENTS**

**VIII. CITY MANAGER UPDATE**

**IX. COUNCIL COMMUNICATIONS**

**X. ADJOURNMENT**

**CITY OF SILVERTON  
CITY COUNCIL REGULAR MEETING MINUTES**



**Council Chambers 421 S Water Street and Zoom Web Conference Platform**

**February 5, 2024, 6:30 p.m.**

**I. OPENING CEREMONIES – Call to Order, Pledge of Allegiance & Roll Call**

Mayor Freilinger called the meeting to order at 6:37 p.m. The City Council and staff were present both in person and through the virtual meeting platform Zoom.

<b>Present</b>	<b>Absent</b>	
X	_____	Mayor Jason Freilinger
X	_____	Council President Elvi Cuellar Sutton
X	_____	Jess Miller
X	_____	April Newton
X	_____	Eric Hammond
X	_____	Marie Traeger
X	_____	Matt Gaitan

**STAFF PRESENT:**

City Manager Cory Misley, Deputy City Manager Kathleen Zaragoza, Community Development Director Jason Gottgetreu, Police Chief Jim Anglemier, Police Captain Todd Engstrom, Public Works Director Travis Sperle, Assistant to City Manager/City Clerk Jamie Ward.

**II. APPROVAL OF MINUTES**

Councilor Sutton moved to approve the January 8, 2024, Regular Session Meeting Minutes as amended, and the January 22, 2024, Work Session Minutes. Councilor Newton seconded. No discussion. Motion passed unanimously.

**III. PUBLIC COMMENT**

Steve Barrett, Silverton Oregon,

Mr. Barrett raised a concern to the Council regarding the impact of a recent water leak at the Senior Center on the Meals on Wheels program. He expressed gratitude to City staff for their prompt response once the leak was discovered. Mr. Barrett explained that although the alarm was triggered, there was no one present in the building to hear it, resulting in significant flooding once staff were informed. He noted that a similar incident occurred approximately ten (10) years ago, leading to a six-month suspension of the Meals on Wheels program. He anticipates a similar outcome for the current program. Mr. Barrett emphasized that this situation also affects other social services that rely on the Senior Center, which serves as a crucial resource for Silverton seniors.

Public Works Director Travis Sperle explained the water break and verified his knowledge of the previous water leak and agreed that it appeared to be in the same location as this one. Sperle stated that contractors are uncertain if it was due to something specific with those pipes, but they are looking into installing better equipment moving forward.

Mayor Freilinger inquired whether decisions regarding the repair would be made before the Council's next meeting. City Manager Misley responded there are several factors to consider, including remediation and prioritizing the removal of damaged materials. Simultaneously, the City has been coordinating with the Senior Center and the City's insurance agent. Misley stated that a meeting needs to be facilitated to ensure coordination among all involved parties and to determine how these various moving pieces can work together effectively. Mayor Freilinger requested that Council and Mr. Barrett be included in email conversations regarding any actions that may be taking place before the next meeting date.

Councilor Traeger inquired whether Meals on Wheels was able to operate out of another kitchen. Mr. Barrett responded, explaining that the situation has severely impacted Meals on Wheels. As a state-organized and funded organization, they have encountered significant challenges. While some frozen meals have been delivered over the last couple of weeks, the service has not been consistent or daily.

Senior Center's newly hired Executive Director, Simone Stewart, introduced herself and informed the Council that she has been in contact with Meals on Wheels almost daily since assuming her position. She mentioned that negotiations are underway with a site location that is currently in the process of obtaining the necessary insurance. Additionally, two other certified kitchens have offered their sites as alternatives. Stewart is actively working to facilitate a solution that will enable the Meals on Wheels program to resume daily delivery service. She emphasized that she has been receiving at least five (5) calls a day regarding the Meals on Wheels service.

#### **IV. SCHEDULED PRESENTATIONS**

##### **4.1 Audit Report for Fiscal Year 2023**

Brad Bingenheimer, Partner at SingerLewak, LLP, introduced himself and mentioned that his firm had the privilege of serving as the City's auditor for the year ending in June 2023. Mr. Bingenheimer went on to state the first report concerns the opinions on the financial statements, which they consider an unmodified opinion. This means that, in their opinion, the financial statements accurately present the financial position and results of operations of the City for the year ending on June 30, 2023. The second report, issued under the requirements of the Oregon minimum standards, involves an examination of specific Oregon compliance laws. They did not find any conflicts with this report, which also addresses internal controls. The third report, under government auditing standards, delves deeper into internal controls. Mr. Bingenheimer provided a brief explanation of the auditing process for internal controls. He was pleased to report that they did not find any weaknesses in internal controls that rose to the level of what they call material weakness or a significant deficiency. The fourth and final report issued was under the requirements of the government and is referred to as the uniform guidance. Because the year ended on June 30, 2023, and the City expended more than \$750,000.00 of federal awards, they were subject to additional audit requirements. They audited two programs: the Coronavirus State and Local Fiscal Recovery Fund, where the City had \$2.8 million of expenditures during the year, and the Economic Development Administration Program, where it had \$1 million of expenditures. In total, they audited \$3.8 million of the total \$4.1 million in federal awards. They found the City in compliance with those awards as well. The City ended the year with an overall net position of over \$100 million, which is a \$10 million increase from the prior year. The biggest expenditure was the Civic Center Project.

##### **4.2 Silverton Chamber of Commerce Executive Director, Stacy Palmer**

Mrs. Palmer read the monthly update (Attachment 2). stating there were 117 phone calls and 93 visits in the month of January.

The Silverton Business Group meets on Wednesdays at 8:00 a.m. at Silver Falls Brewery. Mrs. Palmer mentioned that local chamber members and attractions will be featured on an interactive platform called 'Tour Silverton Online.' The tours will enable businesses to showcase their offerings and highlight local attractions. They are aiming to launch this initiative in the Spring.

The Marion County Earthwise Program has grants available for local businesses and nonprofit organizations interested in sustainability of resources. The program offers three different grant opportunities: Materials Management Track, Reusable Food Ware Track, and Sustainable Materials Programming Track. Those interested can find more information, including eligibility criteria and important dates, at [www.mcearthwise.net](http://www.mcearthwise.net).

North Marion Tourism Collaborative has partnered with Travel Oregon on a regional Digital Boost Program. Twenty (20) businesses in Marion County will be able to apply for free assistance with their digital online footprint which includes auditing current digital assets and ten (10) hours of consultation or assistance with creating digital programs that work for tourism facing business.

North Marion Business Alliance is hosting another round of Small Business Resource Fairs to help small businesses grow by providing resources on planning, financing, workforce development, and more. This is a bilingual event and children and families are welcome. Those who wish to attend can do so on February 27, at the Chemeketa Campus in Brooks or on February 29 at the Chemeketa Campus in Woodburn.

The 2024 First Citizen Banquet is on Saturday, February 17, 2024, at the Oregon Garden. Tickets should be purchased by Wednesday February 14, 2024, so the Chamber can plan meals and seating accordingly.

## V. DISCUSSION/ACTION

### 5.1 League of Oregon Cities, High Functioning City Council Training – League of Oregon Cities, Assistant General Counsel – Robin Klein

City Manager Misley stated that, due to his onboarding and with numerous newer City Councilors, he felt that this was a good opportunity to reach out to the League of Oregon Cities (LOC) and provide a refresher overview on the structure of the Council-Manager form of Government. This overview would cover how to function effectively within this structure, emphasizing the complementary nature of the different roles and responsibilities. Additionally, transparency regarding expectations, goal setting, planning, performance evaluations, and program evaluations would be highlighted. Misley indicated that typically these training courses occur when a City is not doing well and wanted to reassure Council that this is not the case here, but rather an educational opportunity on how to effectively work together.

League of Oregon Cities General Counsel Robin Klein introduced herself and provided the Council with a PowerPoint presentation on League of Oregon Cities' High Functioning City Council Training. The presentation covered various topics, including the roles of City Council and staff. It delineated the responsibilities of Council members, the Mayor, Council President, and City Manager, elucidating the distinct roles and duties of each individual within the municipal governance structure. Additionally, the presentation highlighted the difference between a group and a team, with a group being a collection of individuals who collaborate closely, leveraging each other's strengths to achieve shared objectives, while teams typically exhibit a higher level of cohesion and collaboration. Furthermore, the presentation discussed the eight (8) habits of an effective City Council, which included clear vision and goals, effective communication, collaboration, accountability, decision-making, leadership, adaptability, and community engagement. Ms. Klein stated these habits are essential for fostering a productive and successful City Council that can effectively serve its community.

Council took a break at 8:47 p.m.

Council returned from break at 8:52 p.m.

### 5.2 Authorize the City Manager to Amend the Contract with M.L. Houck for \$99,816.00 for the Second Street Improvement Project – Public Works Director Travis Sperle

Public Works Director Sperle provided the Council with an update, stating that the project had encountered several change orders and product issues, resulting in delays. These delays coincided with the unusually wet November, exacerbating the situation due to the lack of proper storm drainage. Consequently, water accumulated on the 8-inch gravel and clay base. The heavy delivery trucks accessing the local businesses caused the rock to shift with the clay, affecting the integrity of the road fabric. The proposed amendment is for the removal and replacement of the 3-inch base rock that was affected by these issues.

A motion was made by Councilor Sutton to authorize the City Manager to amend the contract with M.L. Houck for \$99,816. For the Second Street Improvement Project. Councilor Miller seconded. No discussion. Motion passed unanimously.

### 5.3 Community Center Lease Discussion.

City Manager Misley reported to the Council that he recently met with Family YMCA, and during their discussions, it was discovered that their insurance policy would not cover the Community Center building. Consequently, after further research and consideration, the YMCA board decided not to proceed with taking over the sublease with the Military Department. As a result, they have decided to vacate the building when their lease expires on March 31, 2024.

This raises the issue of other subleases that were intending to sublease through the YMCA master lease. Ultimately, the Council needs to have a discussion on the City's role in supporting this building and the other subleases. Silverton Area Community Aid (SACA) has indicated that their new building will not be ready until Summer and has expressed interest in subleasing from the City or potentially entering into an agreement with the Military Department. However, they will need to have discussions with their board to finalize their plans.

Sarah DeSantis from SACA responded to questions from the Council regarding the project timeline. She explained that they are currently in the fundraising phase, which is typical for a nonprofit capital campaign. Ms. DeSantis emphasized that the completion of the project is contingent on securing funding, and the availability of funds will directly impact the timeline for completion. Additionally, DeSantis mentioned that while there is space available in the warehouse that they could utilize, if necessary, it is not ideal. She expressed openness to working with the Council and staff to find a suitable solution.

Councilor Hammond raised concerns about the budgetary implications of extending the lease, particularly in light of the new Civic Center building and potential maintenance costs for both facilities. City Manager Misley responded by stating that staff would conduct a thorough analysis and provide further information to the Council.

Councilor Hammond also expressed concerns about unforeseen issues arising during a lease extension and whether the City would be required to address them. City Manager Misley assured that these concerns would be addressed in a detailed meeting with the Military Department. Additionally, Misley expressed interest in understanding the Military Department's plans for the building once the City is no longer occupying it, citing potential issues that could arise if the building sits vacant.

Councilor Miller inquired whether the YMCA would continue to use the space if the City extended the sublease. Manager Misley responded that he had not yet discussed this matter with them and preferred to have this discussion with the Council first to gauge their direction. Councilor Traeger added that the YMCA is concerned about their programs to continue to run smoothly.

Councilor Miller expressed support for extending the lease for six (6) months, covering insurance and routine maintenance costs. He believes that the community is not yet prepared to completely walk away from the building, as he sees it being used daily and considers it an asset to the community.

Councilor Traeger asked Ms. DeSantis about the contingency plans for SACA if they do not receive the expected grants or fundraising funds to continue operations in their new building. She inquired about the building's operational capacity to run their programs in such a scenario. Ms. DeSantis responded by stating that, given their current position in the nonprofit capital campaign, she didn't foresee such a situation occurring.

SACA fully anticipates securing the necessary funds, including maintenance and operational funding, to support their programs.

Councilor Sutton expressed opposition to continuing the lease, citing concerns about Public Works managing maintenance for both the Community Center and the new Civic Center building simultaneously. Additionally, Councilor Sutton inquired about the possibility of SACA taking over the lease with the Military Department, allowing other organizations to remain in the building. Ms. DeSantis mentioned that this idea had been previously discussed, and they were initially informed that it wouldn't be necessary. However, she stated that they would be open to discussing this option with the board to assess its feasibility. While acknowledging that SACA is actively working to move out, Ms. DeSantis indicated they would consider taking over the lease if it made sense and was necessary.

City Manager Misley informed the Council that this matter would be discussed during the February 26, 2024, City Council work session, and he hoped to receive firm direction from the Council on how to proceed. Given his quick assessment with limited time on the job, he suggested that the best course of action, considering all the factors, would be a single firm extension with no further extensions beyond that. He emphasized that the City is uncertain whether they will be moving into the new Civic Center by the end of March and feels that facilitating a new lease with the Military Department and examining the insurance requirements and costs for that extension would be prudent. City Manager Misley stated that there are a lot of moving parts, and he will stay on top of these discussions moving forward.

Councilor Gaitan expressed uncertainty regarding the presence and programs offered by the YMCA in the Community Center, particularly what programs are offered and the size of the staff working out of that building. Councilor Traeger responded, indicating that the YMCA indeed offers a kids' program in the morning and is currently facing challenges in finding a suitable location for that program, as well as for the after-school program, pickleball, and evening basketball.

Public Works Director Travis Sperle provided a brief update on the status of the Community Center, highlighting the resources required from staff to maintain and ensure its efficient operation. That includes the manpower for cleaning, maintenance, and other necessary tasks. Additionally, Sperle discussed managing these resources effectively to support the functioning of the Community Center and what that will be like when the new Civic Center is complete.

Mayor Freilinger voiced support for a three-month extension with the conditions outlined by City Manager Misley, ensuring the City's ability to exit the lease in case of major issues. The rationale behind this decision is to provide the City Manager with more time to engage in discussions with the Military Department. Mayor Freilinger emphasized the unexpected nature of the situation for SACA, noting that an organization previously indicating intent to extend the lease had since changed its decision.

Ms. DeSantis expressed that SACA has been assisting with the cost of utilities annually and conveyed appreciation for the City's position on the matter. She thanked the Council for considering the issue.

City Manager Misley affirmed his commitment to continue working on the matter and assured the Council that he would share any relevant information with them when it becomes available.

## **VI. CONSENT**

Councilor Gaitan pulled item 6.1 – Civic Center Change Order Request Ratification from the consent agenda.

A motion was made by Councilor Sutton to approve the Consent Agenda item 6.2. Councilor Miller seconded. No discussion. Motion passed unanimously.

Community Development Director Gottgetreu provided Council with a summary of his staff report and outlined the specifics of the change orders. Gottgetreu mentioned that there are design issues being addressed with the design team, particularly concerning roof anchors, and efforts are being made to resolve them.

Councilor Gaitan mentioned his participation in a recent tour of the facility and sought to understand the current state and the details included in the background of the staff report. One issue raised was regarding electricity, which is generally completed on the first and second floors but is currently not running due to a crucial piece being missing or mistakenly ordered. Director Gottgetreu clarified that the issue pertains to a meter problem, which has been reordered and delivered. He added that the electrical process has commenced and expects power to be restored by the end of the month.

City Manager Misley announced that there will be a standing Civic Center update at meetings until the project is complete.

A motion was made by Councilor Gaitan to approve the Consent Agenda item 6.1. Councilor Sutton seconded. No discussion. Motion passed unanimously.

#### **VII. COMMITTEE APPOINTMENTS**

Mayor Freilinger stated that there were no appointments at this time but will have four (4) to recommend during the upcoming March 4, 2024, City Council Meeting.

#### **VIII. CITY MANAGER UPDATE**

City Manager Misley stated that tomorrow, we will meet for the goal-setting meeting.

City Manager Misley commended the staff for their exemplary work over the past year, expressing admiration for their efforts in ensuring the continued progress of projects such as the civic center, all while fulfilling their regular duties.

City Manager Misley informed the Council that he would eventually be submitting a City Manager Memo in the packet and will refer to it during the meetings.

#### **IX. COUNCIL COMMUNICATION**

Councilor Gaitan will be unable to attend the goal setting meeting due to a work conflict. Nevertheless, Gaitan wanted to formally express gratitude to the Council for appointing him to serve on his seat. He stated that it has been a valuable learning experience and that he has thoroughly enjoyed being a part of it.

Councilor Traeger expressed enjoyment in meeting Officer Hibbs during the Silverton Basketball game the previous weekend. She also mentioned that she had a great time watching the 78' dancers perform during halftime. Additionally, Councilor Traeger attended the Fall Line Stout & Ale Festival and wanted to let the council know that it was a really good time for a really good cause.

Councilor Hammond notified the Council that he will be attending a conference during the February 26th work session meeting and will be unable to attend. He also mentioned that he toured the Dam last Friday with Public Works Director Travis Sperle and found it very informative and interesting. Councilor Hammond suggested planting trees in the portion of property owned by the City near the gardens to preserve the view amidst the upcoming development on Eureka Ave.



Mayor Freilinger announced that Council will soon receive documents from the Assistant to the City Manager/HR Coordinator, Tammy Shaver, regarding City Manager Misley's six (6)-month review scheduled for April. Councilors are requested to complete the document and return it to Tammy, who will compile the information and send it back to Council for review.

**X. ADJOURNMENT**

A motion was made by Councilor Sutton to adjourn. Meeting Adjourned at 10:01 p.m.

Respectfully submitted by:

/s/Jamie Ward – Assistant to the City Manager/City Clerk

DRAFT

**CITY OF SILVERTON  
CITY COUNCIL SPECIAL GOAL SETTING MEETING MINUTES**



**Oregon Gardens – Natural Resources Education Center 879 W. Main St. and Zoom Web Conference Platform**

**February 6, 2024, 4:00 p.m.**

**I. OPENING CEREMONIES – Call to Order, Pledge of Allegiance, & Roll Call**

Mayor Freilinger called the meeting to order at 4:00 p.m. The City Council and staff were present in person.

<u>Present</u>	<u>Absent</u>	
<u>X</u>	<u>          </u>	Mayor Jason Freilinger
<u>X</u>	<u>          </u>	Council President Elvi Cuellar Sutton
<u>4:13 p.m.</u>	<u>          </u>	Jess Miller
<u>X</u>	<u>          </u>	April Newton
<u>X</u>	<u>          </u>	Eric Hammond
<u>X</u>	<u>          </u>	Marie Traeger
<u>          </u>	<u>Excused</u>	Matt Gaitan

**STAFF PRESENT:**

City Manager Cory Misley, Deputy City Manager/Finance Director Kathleen Zaragoza, Assistant Finance Director Sheena Lucht, Community Development Director Jason Gottgetreu, Public Works Director Travis Sperle, Maintenance Division Supervisor Mike Dahlberg, Water Quality Division Supervisor Brad Jensen, Chief of Police Jim Anglemier, Captain Todd Engstrom, Assistant to City Manager/City Clerk Jamie Ward

**II. Discussion/Action**

2.1 City Council Goal Setting for Fiscal Year 2024-25

Mayor Freilinger welcomed Council and staff, emphasizing the significance of the meeting as one of the most important in shaping the future of Silverton.

City Manager Misley presented the staff report, outlining the 2024-25 City Council Goals, which are derived from three primary sources. Firstly, staff aim to align with Council interests and priorities by actively listening to comments, questions, ideas, and concerns expressed formally and informally. Secondly, staff immerses themselves in City projects, short- and long-range planning documents, and capital projects, learning from past years' experiences, opportunities, and challenges. Thirdly, staff coordinates with other entities to ensure alignment and collaboration in achieving the City's goals.

City Manager Misley emphasized that any matters not finalized during the current meeting would be revisited at the February 26, 2024, works session for review and finalization. Subsequently, they would be presented to Council for adoption during the March 4, 2024, session.

Critical Infrastructure

- Complete the engineering and design for the Water Storage Tank Reservoir to be located on the two-acre site off Edison Road NE with anticipated construction in FY 2025-26.

City Manager Misley outlined that this goal would encompass the design phase during the current fiscal year, with construction slated for the following fiscal year.

Public Works Director Sperle elaborated that the Water Storage Tank Reservoir project was initially included in the original master plan for design, and the land was purchased to begin the project. However, it was deprioritized in favor of the Water Treatment Plant. He noted that this holding tank will serve the West side of town that currently only has one transmittal line running to it.

- Develop a funding strategy for the new Water Treatment Plant based on engineering and design from 2022 with an emphasis on reducing the financial burden on rate payers and anticipated construction in FY 2026-27.

City Manager Milsey stated City had contracted with Jacob's Engineering to design a new water treatment plant facility. However, the initial cost estimates were significantly off when the project was put out to bid. Consequently, the decision was made to pause this project. The primary focus of this goal is to explore and potentially secure grants, renewable loans, and appropriations from state and federal levels to bring additional funding sources and reduce the overall cost of the project.

Public Works Director Travis Sperle and Water Quality Division Supervisor Brad Jensen discussed the design specifications and operations plan for the facility once it is complete. They also outlined plans for the old building once the new facility is operational.

City Manager Misley highlighted that the City is ahead of the game due to having the design and plan in place. This allows them to approach potential funding partners more effectively.

During the Council discussion, there was deliberation on whether sidewalk standards or landscaping work could be initiated in the area before the project's completion. Director Sperle explained that the decision was made to postpone these upgrades to assess the heavy equipment required for construction of the facility and to incorporate any associated design costs into the final stages of the project.

City Manager Misley said finalizing the site plan would be beneficial for determining the potential footprint of the project. This information could then be utilized as a baseline when engaging with potential funding sources.

- Enhance the Partnership with ODOT, County, and City that collectively supports the entire Silverton Transportation System and work to be as best positioned for statewide opportunities such as the Safe Routes to Schools, STIF, and STIP Programs.

City Manager Misley emphasized that this goal revolves around fostering partnerships and comprehending what each party can contribute. He noted that this collaboration could take various forms but is particularly focused on identifying potential funding sources within a specific timeframe and assessing the City's position in that regard.

Council and staff engaged in a discussion regarding the metrics to measure the progress of this goal, the timeframe for achieving it, and the expectations associated with it. They deliberated on how to effectively assess the success of the goal and what specific outcomes would indicate progress within the set timeframe. Additionally, they acknowledged the challenge of working with intergovernmental agencies that plan three to five years in advance and emphasized the importance of positioning the City to be ready to apply for funding opportunities in the future.

- Conduct a Traffic and Pedestrian Safety Audit to evaluate certain intersections, street cross-sections, and areas to help prioritize safety project improvements and treatments.

This initiative focuses on enhancing safety within the City by evaluating options for dangerous intersections and updating them accordingly. This could involve various measures such as installing additional lighting or reorienting intersections for improved safety. The goal is to establish a systematic approach to assessing different parts of the town and understanding how safety measures fit into the budget. While the city may not have the same resources as larger agencies like the Oregon Department of Transportation (ODOT), it aims to develop criteria for prioritizing specific intersections and providing guidance on identifying properties that require safety improvements.

Public Works Director Sperle emphasized that while the study is a crucial first step, the real work lies in implementing the recommendations afterward. The study will serve as a guide for creating a priority list based on its findings, helping the City to effectively address safety concerns at various intersections.

Silverton Police Chief Jim Anglemier highlighted the importance of data analysis in assessing this goal. By examining the data objectively, the City can better prioritize its efforts and address safety concerns in a systematic manner, free from emotional biases. This approach will enable the City to allocate resources effectively and make informed decisions about improving intersection safety.

### Community Livability

- Develop a design for the Downtown Plaza Park south of the Civic Center with a focus as an urban park, community gathering space, and other desired amenities.

City Manager Misley emphasized that the focus of this goal is leveraging the fact that the City already owns the land which is centrally located. The aim is to bring clarity to what this goal could entail, exploring potential uses for the land and identifying opportunities to maximize its utility for the community.

Councilor Miller asked what that clarity will look like.

City Manager Misley highlighted that the next step for the Council would be to develop a Request for Proposal (RFP) to solicit public engagement. In his perspective, it's better to present residents with something tangible and then gather their feedback. By creating this RFP, the Council can achieve that objective effectively, enabling community involvement in shaping the future of the project.

- Explore a Mobility Hub concept on the City's A Street Property north of the Civic Center to include additional parking and integration of different modes of transportation.

City Manager Misley emphasized that the City already owns the land for this goal, and it is centrally located. Despite mixed reviews on the need for additional parking, this property could potentially support it while also exploring multimodal transportation options. The goal aligns with the City's vision of shaping a small-town feel with the development of a mobility hub. City Manager Misley believes that by taking this direction, there are opportunities to secure outside funding for the project.

Mayor Freilinger emphasized the correlation between this goal and the previous one, noting their proximity to the new facility. However, he highlighted that it's crucial to recognize that these goals extend beyond mere adjacency. It's essential to address both goals with equal priority, ensuring that the discussion encompasses not just a garden but also a mobility hub for additional parking. Mayor Freilinger reinforced the importance of acknowledging everyone's concerns in a rational manner and highlighted the significant opportunity to secure funding for a portion of this project. He emphasized that the community expects progress on these goals and wants to ensure they remain high on the project list despite other competing priorities.

Councilor Sutton emphasized the importance of exploring alternative parking solutions in different parts of the town instead of solely focusing on turning the identified area into additional pavement. She suggested considering other underutilized parking areas in the town that could be supported and integrated into the goal of creating a mobility hub. Sutton emphasized the need for a comprehensive approach that takes into account various options

to address parking needs while minimizing the impact on the environment and preserving the town's aesthetic appeal.

Councilor Newton expressed agreement with Councilor Sutton's perspective and sought more information on what a mobility hub would entail in Silverton. In response, Councilor Sutton provided a brief description and offered some examples of what such a hub could look like. City Manager Misley emphasized the importance of considering the long-term potential and benefits of this goal, suggesting that it could serve as a critical component of Silverton's future transportation infrastructure.

Councilor Traeger added that with the new facility having extra parking, it's culturally significant. Additionally, it's a generally centralized area in town, making it valuable to offer additional parking to continue supporting tourists and local businesses.

Council engaged in a detailed conversation regarding various parking areas throughout town, exploring options and considerations for addressing parking needs in different areas of Silverton.

Council expressed the desire to include additional language in this goal to address the exploration of various parking areas throughout Silverton. They also emphasized the importance of setting an anticipated timeframe for achieving this goal without limiting potential funding sources.

- Finalize the design, funding strategy, milestones and timeline with the yet to be selected project partner on the Westfield Property Affordable/Workforce Housing Project.

The Community Development Director updated the Council, stating that the Request for Proposals (RFP) has been sent out. The timeline for the selection process is estimated to be about 6 to 8 weeks. The intention is to review the submitted proposals and select the top two candidates for interviews. Following the interviews, the final partner will be chosen. Subsequently, a memorandum of understanding will be developed, outlining the responsibilities, financial arrangements, and potential funding opportunities.

Councilor Traeger expressed a desire for more specificity regarding the education on what Area Median Income (AMI) means and how it affects residents.

Mayor Freilinger acknowledged the difficulty of providing specific information about Area Median Income (AMI) and its impact on residents due to the changing economy. He suggested that for now, the focus should be on conveying the general idea that affordable housing units must align with federal standards, which are based on AMI calculations. The Mayor agreed that more specificity should be provided in future discussions and emphasized the importance of incorporating an educational component when engaging in these conversations.

Council took a break at 5:30 p.m.

Council returned from break at 6:00 p.m.

#### Community Resiliency And Environmental Sustainability

- Create the City's first Urban Forest Management Plan for a shared vision for the future of the Silverton tree canopy including wildfire mitigation and fuels treatment.

City Manager Misley outlined the intention to develop a comprehensive approach to address trees in Silverton, encompassing not only trees on private undeveloped land but also those within parks, open spaces, and developed private lands. He referenced the tree plan implemented by the City of Sisters as a model, which includes three main components: trees and infrastructure, urban forest management, and wildfire mitigation, along with community engagement and involvement. City Manager Misley highlighted the availability of resources to support such efforts, noting that the Oregon Department of Forestry (ODF) is particularly supportive of cities undertaking initiatives like this.

Councilor Sutton inquired whether this goal would involve identifying areas suitable for expanding the tree canopy. City Manager Misley responded affirmatively, noting that such considerations could be included in the context of System Development Charges (SDCs).

Councilor Hammond added that the Environmental Management and Urban Tree Committee is seeking this type of guidance in their efforts.

Councilor Miller expressed a desire to see best practices for detailed tree preservation included in the plan. City Manager Misley responded by indicating that Council would address tree code language at an upcoming work session, focusing on both developed and undeveloped areas. He emphasized that this plan would go beyond that and set the framework for the City's tree management over the next several years.

- Partner with the Pudding River Watershed Council to enhance the Abiqua and Silver Creek Watersheds through educating and involving the community on their historical, ecological, and strategic roles for the City of Silverton water quality and supply.

City Manager Misley stated that he has met with Anna Rankin from the Pudding River Watershed Council, and they are eager to partner with the City and collaborate on various projects.

Mayor Freilinger emphasized the importance of prioritizing the care of the City's water sources and collaborating with partners like the Pudding River Watershed Council to ensure that the City is effectively managing its water resources.

Councilor Miller would like to add Clear and Objective Standards

City Manager Misley suggested leaving the decision regarding the incorporation of that into the comprehensive plan to the planning department. He emphasized the importance of strategic planning to determine whether it should be included before, during, or after a comprehensive plan update. Community Development Director Gottgetreu agreed, noting that integrating it into the comprehensive plan would be beneficial and appropriate.

#### Destination Development And Economic Development

- Continue to work closely with the Silverton Chamber emphasizing destination development to further Silverton as a preferred year-round choice for visitors.

City Manager Misley emphasized the need to acknowledge the Chamber's commendable work with limited funding. He pointed out that the City has a dedicated funding source for tourism, the Transient Occupancy Tax (TOT). City Manager Misley proposed exploring ways to utilize this funding effectively, potentially through a strategic plan. He mentioned ongoing discussions with Stacy, indicating that the plan could take various forms. City Manager Misley suggested that Council direct staff to identify a project to outline the future utilization of TOT funds.

Mayor Freilinger requested City Manager Misley to elucidate the partnership between the City and the Chamber, and to provide examples of how the City of Sisters supported tourism in their area.

City Manager Misley explained that the City's partnership with the Chamber involves leveraging the Transient Occupancy Tax (TOT) funds to support tourism-related activities. He noted that the City of Sisters, in Oregon, has been proactive in promoting tourism by utilizing various strategies, which could serve as a model for Silverton.

Councilor Sutton inquired from Deputy City Manager/Finance Director Kathleen Zaragoza about the annual budget allocation from the Transient Occupancy Tax (TOT) funds to support the Gardens. Director Zaragoza replied that the City had budgeted \$236,132.00 annually to be given to the Oregon Garden Foundation out of the total TOT funds amounting to \$476,610.00.

Council engaged in a detailed discussion regarding Airbnb operations, exploring how they function and the possibility of including them in the Transient Occupancy Tax (TOT) funds.

Councilor Sutton inquired about the possibility of parking fees generating Transient Occupancy Tax (TOT) funds. City Manager Misley clarified that the Oregon Restaurant and Lodging Association (ORLA) oversees this matter. While there have been some legal challenges and attempts to explore this avenue, there is still ambiguity surrounding whether parking fees can contribute to TOT funds. Further clarification and legal assessments are required to obtain a definitive answer. City Manager Misley mentioned that some cities, such as Cannon Beach, have used TOT funds to upgrade restrooms, but emphasized the need for this to be part of a broader strategy.

- Expand the partnership with SEDCOR, Chamber, and others beginning with a Business Retention & Expansion Survey to inform a future Economic Development Strategic Plan.

City Manager Misley clarified that this goal focuses on the trades/business sector, such as manufacturing or processing plants. He explained that SEDCOR is the regional nonprofit partner that supports the City in this respect. City Manager Misley mentioned that he has been in discussions with SEDCOR and with Stacy Palmer at the Silverton Chamber, and all parties agree that this goal holds significant value for Silverton. Additionally, this goal aims to expand community engagement by soliciting input from residents regarding their needs and the opportunities they are seeking.

Mayor Freilinger added that he believes the upcoming year is an opportune time to nurture and further develop those relationships.

#### SILVERTON 2050

- Initiate a full update to the City's Comprehensive Plan to prepare for and manage expected growth and guide investments in land use and public facilities.

City Manager Misley noted that this goal could also involve updates to municipal codes and objective standards. Community Development Director Gottgetreu mentioned that there have been periodic updates over the years, with the most recent one occurring in 2002. Additionally, City Manager Misley highlighted that the last complete update to the Comprehensive Plan was in 1989.

Councilor Traeger inquired about the timeframe for completing a comprehensive plan, suggesting it typically takes about a year to complete, and then it lasts for approximately 25 years. City Manager Misley added that generally speaking a full comprehensive plan update should serve the City for at least 10 to 15 years before requiring another major revision.

City Manager Misley cautioned against trying to control all aspects of shaping the City's vision through a comprehensive plan update, emphasizing the importance of taking an integrated approach. He suggested aligning the comprehensive plan with other key documents such as the City's master plan, capital improvement plans, and System Development Charge (SDC) methodology. By achieving integration between these documents, the city can better realize its desired vision while also ensuring financial feasibility.

Mayor Freilinger emphasized the significance of the comprehensive plan update, stating that it is a core component of Oregon's land use system. He highlighted the legal importance of having a comprehensive plan that reflects the City's current direction, as it provides justification for various decisions and actions. Freilinger noted that operating with outdated plans can lead to obsolescence due to changes in laws and regulations over time. He expressed his belief that involving the community in this process will lead to abundant conversations and ensure that the updated plan accurately reflects the City's vision and goals.

- Complete the awarded Aquifer Storage and Recovery (ASR) Feasibility Grant with Oregon Water Resources Department to better understand its long-term potential and costs.

City Manager Misley added that this goal is distinct from the treated water storage project. It represents a long-term initiative, and determining its feasibility is crucial for planning future updates related to water storage, treatment, supplies, or distribution. A prefeasibility study was conducted, which involved testing wells and collecting data to understand the potential outcomes. City Manager Misley has reached out to the City of Stayton, which recently undertook a similar project, to gather insights on how they developed their request for proposals (RFP) and the scope of their approach.

City Manager Misley mentioned that there is potential for partnering with the City of Mt. Angel on this project. However, there are still many unanswered questions about the specifics and what the partnership would entail.

- Continue to work closely with other local taxing districts (including the School District, Fire District, and Library District) to better serve the community today while planning for the next generation of Silvertonians.

City Manager Misley elaborated that this goal aims to foster ongoing collaboration and support for community partners in achieving shared goals and objectives. It underscores the importance of working together with various stakeholders to address community needs and priorities effectively.

Mayor Freilinger emphasized the importance of holding regular meetings at the City management level and periodic meetings with the City Council and other relevant bodies to enhance communication and collaboration. He highlighted the need to work closely with the Silverton School District, expressing his belief that it is a crucial goal that must be achieved and improved upon. Mayor Freilinger noted that during his tenure on the Council, there has been a lack of meetings with entities such as the fire district or library district, and only annual meetings with the school district, indicating the necessity for more frequent and consistent communication with these partners.

City Manager Misley suggested during a recent phone call with Portland General Electric (PGE) that it would be beneficial for them to participate in a joint meeting between the City Council and the Fire District. The purpose of this meeting would be to discuss power safety, power shutoff plans, and wildfire plans, ensuring that all stakeholders are informed and prepared for potential emergencies.

Councilor Miller suggested that it would be beneficial to include state-level partners at the joint meetings between the City Council and either the Fire District or School Board. This broader participation would enhance collaboration and coordination.

## GOOD GOVERNANCE

- Strategize with the Oregon Garden on current management practices and how to further utilize it as a community asset, amenity, and attraction for visitors.

City Manager Misley emphasized the significance of the Oregon Garden, which has been a part of the community for around 20 years. He reiterated the importance of continuing to support and advance this public asset, exploring various opportunities for partnership with the City. City Manager Misley highlighted the potential for collaboration and the numerous opportunities available to further develop and enhance the Oregon Garden's role within the community.

Councilor Newton feels that it is an underutilized resource.

Silverton Police Captain Todd Engstrom noted that the Oregon Garden opened in April of 1999, marking nearly 25 years since its inception. He raised the question of whether any commemorative events or initiatives were being planned to mark this significant milestone.

Councilor Miller suggested that in focusing on the goal related to supporting and advancing the Oregon Garden, the City should also explore additional mobility solutions. He noted that although the Oregon Garden is located in town, it may be far enough from downtown to deter some visitors. Implementing improved transportation options could help alleviate this barrier and increase accessibility to the garden for residents and tourists alike.



- Continue to settle into the new Civic Center and develop the protocols and policies for how the spaces can also serve the community in other ways.

City Manager Misley emphasized the importance of developing City policies regarding the utilization of the new Civic Center once the transition into the facility is underway. He highlighted the need for discussions and planning to ensure that various groups and organizations understand the guidelines and procedures for accessing and using the new facilities effectively.

City Manager Misley also raised the point that while the new facility will essentially serve the same purpose as the old City Hall, there may be a need to reconsider how it is referred to. He questioned whether the term "Civic Center" accurately reflects its function or if it would be more appropriate to transition to referring to it as the new City Hall. This shift in terminology could involve community education and outreach efforts to ensure clarity and understanding among residents.

Mayor Freiling provided a brief overview of the historical context behind why the facility was initially referred to as a Civic Center.

Council reached a consensus to move forward with referring to the new facility as City Hall instead of the Civic Center.

- Formulate updated policies and practices regarding City-owned buildings used by community partners with an eye towards sustainable facility management and evaluating strategic disposition of certain properties including the old City Hall.

City Manager Misley stated that this goal had been discussed during the budget committee meetings last year. He emphasized that the City owns numerous buildings and land parcels, and there is a need to develop a systematically organized plan for managing and operating these assets. This plan should ensure an equitable approach to the operation of buildings, particularly those used by community partners. Additionally, City Manager Misley mentioned the importance of identifying any lands or buildings that the City no longer wishes to own, considering options such as surplus or selling these properties, and reallocating the funds generated from such sales to other priority areas.

Public Works Director Sperle expressed agreement with this goal and highlighted the importance of developing a comprehensive list detailing the functions and activities conducted at each City-owned building. This would help in better organizing and managing the City's facilities and resources effectively.

City Manager Misley emphasized that this is a significant project that will require careful consideration and time to complete. However, he reiterated the importance of undertaking this process to ensure efficient and effective management of the City's assets.

#### URBAN RENEWAL AGENCY GOALS

- Develop concepts for the Main Street Downtown Improvement Project to inform all components of the overall vision and guide the final engineering and design.

City Manager Misley clarified that this goal is already established, and the next step is to develop a Request for Proposals (RFP) for concepts and designs. This initiative has been shared with the Urban Renewal Advisory Committee and aims to take a holistic approach by engaging a firm to consider various aspects such as trees, parking, traffic, and utilities, alongside engineering and design elements.

Mayor Freiling emphasized that the goal for this year was to have a fully designed plan in place so that development can commence in the next fiscal year. As discussions unfolded within the Urban Renewal Advisory Committee regarding the project's potential impacts on parking, traffic, and tree preservation during construction,

the idea emerged to initiate the design plan. This approach entails tasking the selected firm not only with designing the desired project but also with conducting the necessary research to address lingering questions and uncertainties.

- Complete an Urban Renewal Agency Plan Update with an emphasis on leveraging all remaining URA funds to align with certain key City projects to be completed in the next five years or sooner.

City Manager Misley explained that the goal involves utilizing the remaining \$5.2 million of maximum indebtedness from the Urban Renewal Agency (URA) to fund several targeted projects. These projects could include initiatives related to pedestrian safety, street improvements, or specific endeavors like the downtown plaza park. The aim is to leverage these funds alongside other City resources and potential grant dollars to complete these projects within a timeframe of 3 to 5 years. This approach provides taxing districts with a clear understanding of the tax revenue they are currently forgoing due to the URA, allowing them to anticipate and budget for the eventual return of these funds into their budgets, including those of the City.

Mayor Freilinger opened the floor to Councilors for any modifications or open discussions regarding any items that may have been overlooked during the meeting.

Councilor Sutton raised the topic of lighting and which gravel roads are scheduled for paving in the future, suggesting that this information should be specified under Critical Infrastructure. Mayor Freilinger added that consideration should also be given to street vacations. City Manager Misley indicated that these matters would be addressed as part of the Transportation Plan.

Councilor Sutton proposed renaming the Community Livability goal related to the Westfield Property Affordable/Workforce Housing Project to "Westfield Homes" and suggested removing the words "Affordable," "Workforce," and "Projects" from the topic altogether. Councilor Newton agrees.

Councilor Sutton proposed exploring potential ordinances related to the "Mobility Hub," specifically regarding the use of golf carts downtown. City Manager Misley suggested broadening the scope to include "different modes of transportation." Councilor Newton expressed interest in examining mobility hubs in similar-sized communities to gain insight into their implementation.

Councilor Miller raised concerns about the mobility hub including A Street and would like to see it put somewhere else in town due A Street being a problematic intersection. Council was not in agreement with Councilor Miller's suggestion.

Councilor Sutton proposed adding an exploration of the requirements and considerations for adding an additional School Resource Officer (SRO) for the School District to the existing goal of continuing to work closely with other local taxing districts (including the School District, Fire District, and Library District) to better serve the community today while planning for the next generation of Silvertonians.

Mayor Freilinger stated it may be more beneficial to add it to Community Livability but agrees with Councilor Sutton to add school safety.

City Manager Misley suggested that the consideration of adding an additional School Resource Officer (SRO) for the School District could be incorporated into the traffic and Safe Routes to School initiatives. He mentioned ongoing discussions with the Silver Falls School District Superintendent and expressed the intention to further explore this program with them.

Silverton Police Chief Anglemier suggested exploring the possibility of implementing an additional tax to fund another School Resource Officer (SRO) position.

Council engaged in a discussion regarding the need for an additional School Resource Officer (SRO) and explored whether the School District was willing to continue partnering with the City in this endeavor. Additionally, they

discussed the potential of involving Marion County in the partnership to address the need for additional SRO services.

Councilor Traeger proposed the inclusion of Parks and Recreation-related initiatives in the continuing goals. The Council collectively agreed that ongoing projects from previous years should be integrated into the next year's goals if they haven't been completed. Detailed discussions ensued between the Council and staff regarding these ongoing projects, emphasizing the need to pursue completion, identify funding sources, and document these aspects within the goals.

Mayor Freilinger inquired about the feasibility of transferring parks funds to the sewer funds for the Pettit Lake trail project. City Manager Misley responded that this issue may have been resolved, but further discussions on the matter are anticipated in the future.

Councilor Newton emphasized the importance of clear communication from staff regarding staffing needs during the upcoming budget cycle.

### **III. Adjournment**

A motion was made by Councilor Sutton to Adjourn. Meeting Adjourned at 7:42 p.m.

Respectfully submitted by:

/s/Jamie Ward – Assistant to the City Manager/City Clerk



**CITY OF SILVERTON  
CITY COUNCIL SPECIAL MEETING MINUTES**

**Council Chambers 421 S. Water St. and Zoom Web Conference Platform**

**February 26, 2024, 6:30 p.m.**

**I. OPENING CEREMONIES – Call to Order, Pledge of Allegiance, & Roll Call**

Mayor Freilinger called the meeting to order at 6:30 p.m. The City Council and staff were present both in person and through the virtual meeting platform Zoom. Mayor Freilinger explained the meeting was being held in a hybrid format, pursuant to City of Silverton Resolution 22-06, adopted March 7, 2022.

Present	Absent	
X	_____	Mayor Jason Freilinger
X	_____	Council President Elvi Cuellar Sutton
X	_____	Jess Miller
X	_____	April Newton
_____	<u>Excused</u>	Eric Hammond
X	_____	Marie Traeger
X	_____	Matt Gaitan

**STAFF PRESENT:**

City Manager Cory Misley, Deputy City Manager/Finance Director Kathleen Zaragoza, Community Development Director Jason Gottgetreu, Public Works Director Travis Sperle, Chief of Police Jim Anglemier, Captain Todd Engstrom, Water Quality Supervisor Bard Jensen, Assistant to City Manager/City Clerk Jamie Ward

**II. Discussion/Action**

2.1 Silvertown Municipal Code Review Section 13.52 and 13.02 – Restricted Discharges and Pretreatment, and Associated Definitions.

Water Quality Supervisor Brad Jensen introduced the City Attorney, Ashleigh Dougill from Beery, Elsner, and Hammond LLP, and mentioned that Ms. Dougill has been diligently working on updating Silvertown Municipal Code (SMC) Sections 13.52 and 13.02 – Restricted Discharges and Pretreatment, and associated definitions. This requirement is outlined in the Mutual Agreement and Final Order (MAO) issued by the Department of Environmental Quality (DEQ).

Ms. Dougill mentioned that she has been working for Beery, Elsner, and Hammond for a year and a half, primarily focusing on public contracts and land use, with involvement in various aspects of public entity-related work. She has been assisting the city with the current matter since the summer of 2023. As Mr. Jensen previously mentioned, one of the requirements outlined in the Mutual Agreement and Final Order (MAO) signed by the City was to update the SMC chapters pertaining to restricted discharge and pretreatment, along with the associated definitions. Ms. Dougill collaborated with the DEQ to review those chapters, ensuring compliance with federal laws and any applicable state regulations. Numerous updates were made as a result. The City was required to submit the suggested edits to the DEQ by December 31, 2023, and these edits have been approved by the DEQ. Ms. Dougill provided the Council with a summary list of the edits in the packet for their review. The City will have 60 days to review and adopt this new language.

Mayor Freilinger noted the presence of additional reporting requirements and inquired about the City's capacity to fulfill them with existing staff resources. Mr. Jensen concurred, acknowledging the significant amount of additional work required. Mr. Jensen mentioned that typically, there is staff designated to handle the pretreatment program, and staff is currently working on addressing this matter. He further mentioned that some of the required work is already being carried out, citing an example of a pretreatment permit that has been issued. Consequently, the affected parties are now being billed for the additional expenses that the City has incurred.

Ms. Dougill added that many of the fee reporting requirements are more burdensome for the industrial users. She noted that while it requires enforcement by the City if something goes wrong, a significant portion of these additional requirements are for the compliance of the users themselves. Ms. Dougill stated that while these are the required steps the City must take, they will also need to undertake additional measures afterward. This includes developing a best practice manual that outlines the administrative and financial procedures the City will follow in implementing these requirements.

City Manager Misley emphasized that there will be numerous components that come into play alongside the MAO, and the current update is a required aspect. He expressed confidence that the City is in a strong position regarding this matter, mentioning that he has been collaborating with staff and Ms. Dougill since he first started. Misley feels that the city has made significant progress and considers this experience to be positive overall.

Mayor Freilinger inquired about the potential burden this may impose on industrial users. Mr. Jensen responded that while it's currently unclear, they are aware of the forthcoming changes and have been collaborating with industrial users to facilitate a smooth transition. He mentioned that when staff issued the permit, the industrial user was very receptive to all aspects of it.

Mayor Freilinger added that he would like this issue to be a focus during the upcoming budget meetings.

Councilor Sutton asked if this would require a full-time position for the City to employ. Mr. Jensen responded that it was currently unclear at this moment.

Public Works Director Travis Sperle reminded the Council that the City's DEQ working permit is also up for review, noting that the new rules being implemented are much more stringent than the current permit requirements. He mentioned that some of these new requirements are already being implemented.

This item will be brought back as an Ordinance during the March 18, 2024, Special Meeting.

## 2.2 SEDCOR Introduction and Enterprise Zone (E-Zone).

City Manager Misley introduced SEDCOR employees Eric Anderson and Kip Morris. Mr. Anderson stated that Kip Morris is the new Business Retention Expansion Manager for Marion County with SEDCOR. Mr. Morris then mentioned that he is a two-time honorably discharged veteran and has a history of workforce development, specifically with apprenticeships in skilled trades. He thanked the Council for the opportunity to be present at the meeting.

Mr. Anderson presented the 2022-2026 SEDCOR High-Level Strategic Road Map, which was distributed in the packet for the Council's review. He explained that SEDCOR is a regional organization covering Marion, Polk, and Yamhill Counties, with a primary focus on traded sector businesses, particularly in the manufacturing industry.

Mr. Anderson outlined SEDCOR's core values, beginning with SEDCOR's mission of Opportunity. He touched on five (5) different aspects of the plan:

- Expansion, Retention, and Targeted Recruitment of traded sectors
- Innovation and Entrepreneurship
- Workforce Development
- Infrastructure
- Mid-Valley Regional Identity and Stakeholder Engagement

Expansion, Retention, and Targeted Recruitment he spoke on of images included in the presentation by explaining how SEDCOR has helped those companies expand their business in different aspects.

Innovation and Entrepreneurship, Mr. Anderson stated that it is a newly added component to SEDCOR's work plan. They aim to support this through identifying value-added agriculture as an opportunity for technology. With some federal funding and a small business administration contract, they are now running a Northwest Innovation AG Hub. Mr. Anderson emphasized that this initiative presents an opportunity for SEDCOR to provide additional resources for those industries by identifying new technology opportunities and promoting startups in those sectors.

Touching on Workforce Development, Mr. Anderson mentioned Career and Technical Education (CTE) Programs and emphasized working closely with schools to address the needs of employers. He highlighted a recent collaboration with Mt. Angel School District, where they opened up a welding class to meet industry demands.

Moving on to infrastructure, Mr. Anderson mentioned that SEDCOR is now assisting with daycare and workforce housing initiatives. He highlighted a specific example with A-dec Dental Equipment, where one of their main challenges was retaining employees due to a lack of housing options in the area. Collaborating with the City of Newberg and other stakeholders, they formed a coalition. After months of effort, they successfully attracted funding from the legislature to create a revolving loan fund dedicated to addressing this issue. Mr. Anderson also discussed a company's need for childcare and how they found a solution for that, showcasing SEDCOR's commitment to addressing various infrastructure challenges faced by local businesses.

Finishing with Mid-Valley Regional Identity and Stakeholder Engagement, Mr. Anderson stated that they aim for the Mid-Valley to be a favorable place to grow and start a business. They envision an equitable, inclusive business community and a region with unique strengths in food production, manufacturing, and technology. Mr. Anderson emphasized the significance of food and agriculture, acknowledging that it is Marion County's largest industry. He expressed the importance of promoting economic development to recognize the opportunities within the food and beverage sector and agriculture.

Councilor Sutton addressed the childcare aspect of Mr. Anderson's presentation, inquiring about how that process came to fruition. Mr. Anderson explained that it originated from outreach to a business that identified finding adequate childcare as one of the main challenges their employees faced. SEDCOR assisted this business by reaching out to contacts in the childcare industry and identified one provider that had opportunities for expansion.

Councilor Miller thanked Mr. Anderson for the presentation and asked if he had heard of any transportation needs or gaps from businesses. Mr. Anderson responded that generally, most of the industries have been in logistics, warehouse, and distribution. He mentioned that one of the factors attracting this group over the past fifteen (15) years has been the availability of industrial land near highway interchanges. Mr. Anderson noted that discussions have been held around the Salem area with respect to bridge capacity regarding employees having to access the area from across the bridge over the Willamette from West Salem to Salem.

Mayor Freilinger thanked Mr. Anderson for his prestatation and expressed gratitude for the continued partnership with SEDCOR.

Moving on to the Enterprise Zone (E-Zone), Community Development Director Jason Gottgetreu explained that the Silverton, Mt. Angel Enterprise Zone was originally designated in 2013 and expired in 2023. During the Council meeting in April of 2023, Council provided direction to pursue reauthorization. Currently, the City is working with SEDCOR to discuss having them administer the program to reduce the amount of City staff time required for administering the zone.

City Manager Misley stated that this is still a working project, and staff hopes to be returning to Council with a resolution to reauthorize this program in the near future.

### 2.3 Community Center Lease Discussion

City Manager Misley stated that the City's master lease is approaching its expiration on March 31, 2024. This discussion aims to gather further feedback on the direction Council wishes staff to take regarding the lease at the Community Center. From his perspective, there are three (3) different paths the City can consider: Continuing to lease the building from the Oregon Military Department while offering a sublease to Silverton Area Community Aid (SACA) only to operate out of the basement only, The city continues the lease and subleases to SACA and works directly with any number of the current subleases and tenants, with the leases requiring new agreements with them, or SACA takes over the lease directly themselves.

City Manager Misley informed Council that he heard from the Family YMCA that they will be vacating the building on or before March 31, 2024, and do not wish to continue a sublease afterward.

Sarah DeSantis with SACA added that she spoke with her board, and they are willing to take over the lease with the Oregon Military Department and she found out on Friday that SACA's insurance will cover the Community Center should SACA take it over. Additionally, SACA could potentially cover the maintenance aspects for the building.

Council held detailed discussions, with members expressing both support and opposition to continuing the lease for another nine (9) months. Concerns were raised regarding the lease with the Military Department and what would be required if something major happened with the building, and whether the City could walk away without repairing it. Additionally, there were questions about whether there was adequate staff to maintain both the Community Center and the new City Hall.

Ms. DeSantis clarified that SACA cleans their own space and does not utilize the elevator or the 2nd floor since everything is located downstairs, and they will continue this practice. She emphasized that SACA's Board is fully prepared to take over the lease for SACA's exclusive use in the building, with the exception of WIC.

Ultimately, Council favored approving the City continuing a one (1) lease extension for up to ninety (90) days after the March 31, 2024, deadline, with the Military department, and opening that invitation up to all subleases currently in the building.

### 2.4 City Council FY 2024-25 Goals Follow-up.

City Manager Misley stated that this was an overview and follow-up from the February 6th City Council goals setting meeting, which included the edits to those goals. If Council agrees, there will be a Resolution brought back to Council at the March 4, 2024, City Council meeting for adoption.

Council did not have any additional recommendations, corrections, or additions to the draft goals.

## III. Council Communications

Councilor Miller inquired about the possibility of exploring a memo regarding Transient Occupancy Tax (TOT) enforcement for vacation home rental owners.

## IV. Executive Session

Mayor Freilinger read ORS provisions of 192.660(2)(f) to consider information or records that are exempt by law from public inspection and 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Council went into Executive Session at 7:55 p.m.  
Council came back from Executive Session at 8:37 p.m.

**V. Adjournment**

Meeting Adjourned at 8:37 p.m.

Respectfully submitted by:  
/s/Jamie Ward – Assistant to the City Manager/City Clerk

DRAFT





# Silverton

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## Sustainability in Action

Cindy Rogers

Municipal Relationship Manager

Travis Comfort

Municipal Contract Administrator

# Oregon's Franchise System

In Oregon, most cities and counties have chosen to franchise their solid waste collection services. They do this under the authority of state law, found at Oregon Revised Statute 459A.085. A franchise is essentially a negotiated contract, known as a franchise agreement, between a municipality and a provider, that allows the provider to service customers in the city or county's jurisdiction. Other franchise agreements with municipalities are cable, telephone, sanitary sewer, electricity, natural gas, and ambulance services.

# Oregon's Franchise System

## Franchises benefits:

- ✿ ORS 459 grants service and reporting authority to Oregon Cities
- ✿ An increase in operational efficiency leading to a decrease in truck noise, street wear, energy waste, air pollution and public inconvenience.
- ✿ Operational efficiencies help to keep the rates lower.
- ✿ We help Silverton to meet DEQ's mandated Opportunity to Recycle requirements and annual reporting.
- ✿ Cities have an additional source of revenue, through a franchise fee.
  - Silverton's franchise fee is 7% on gross receipts (not revenue).
- ✿ Provides incentive for investment in solid waste equipment, facilities, sites and technology by the hauler.

# Silverton Service Facts

- ❁ Republic Services has 14 drivers servicing your city
- ❁ Drivers are at the curbs of 3,224 homes 10x each month
- ❁ Approximately 502,944 carts were picked in 2022



# Community Engagement



# Silverton Community

## Partners and Events

Silverton Pet Parade Sponsor

Annual Silverton Fire Deptment Mothers Day Breakfast Sponsor

Annual Homer Davenport Days Sponsor

Annual Silverton Arts Festival Sponsor

Annual Silverton Christmas Tree Lighting

Monthly Santiam Canyon Wildfire Relief Fund Donor

## In-Kind Service Locations

Silverton Arts Association

Silverton Chamber of Commerce

Silverton City Cans

Silverton City Hall

Silverton City Shops

Silverton Community Center

Coolidge McClaine Park

Silver Falls Library

Silverton Community Pool

Silverton Saturday Recycle Center

Silverton Senior Center

# Two Leaf Hauling Events Annually







# Silverton High School Career Expo





# Silverton Service Facts

-  3,224 Single-family Customers
-  69 Multi-family Containers
-  271 Commercial Containers
-  930 Industrial Hauls (Drop-boxes and Compactors)

# Residential Customers

## Residential

## Container Counts

 20 Gallon Cart

418 (13% of customer base)

 35 Gallon Cart

1,321 (41% of customer base)

 65 Gallon Cart

883 (27% of customer base)

 95 Gallon Cart

602 (19% of customer base)

# Statement of Income

Financials	2022
Revenue	\$ 2,387,973
Franchise Fees	\$ 165,578
Cost of Operations	\$ 1,901,307
Gross Profit	\$ 321,088
Sales, General and Administrative	\$ 269,021
Operating Income	\$ 52,067
<i>Op Income as a % of Revenue</i>	<i>2.2%</i>
Income Taxes	\$ 19,432
Net Income	\$ 32,636
<i>Net Income as a % of Revenue</i>	<i>1.4%</i>

# Table of Expenses

Financials 2022

## *Pass Through Expenses*

Franchise Fees	\$	165,578
Franchise Fees	\$	165,578

## *Cost of Operations*

Disposal & Recycle	\$	826,582
Labor	\$	566,328
Truck & Equipment Expense	\$	420,456
Other Direct Expense	\$	87,942
Cost of Operations	\$	1,901,307

## *Sales, General and Administrative*

Management & Administrative Expense	\$	189,458
Other Overhead Expenses	\$	79,563
Sales, General, and Administrative	\$	269,021

# Current Curbside 'Roll Cart' Recycling

## Accepted Recycling List:

- ✿ Paper & Cardboard
  - ✿ No shredded paper or egg cartons.
  - ✿ Pizza boxes in the Yard Debris and Food Waste cart.
- ✿ Plastic Bottles & Jugs
  - ✿ No cups, tubs (yogurt or cottage cheese containers), caps, jars, lids, pumps, clamshells, or plastic bags.
- ✿ Tin & Aluminum (metal) Cans
  - ✿ No lids please.



# Curbside 'Glass Bin' Recycling

## Accepted Recycling List:

- ✳ Household Batteries
- ✳ Latex Paint (no rusty cans)
- ✳ Used Motor Oil
- ✳ Antifreeze
- ✳ Glass Bottles & Jars
- ✳ Vegetable Cooking Oil



# Battery Recycling

## Batteries Accepted:

- ✿ Alkaline batteries
- ✿ 6-volt batteries
- ✿ 9-volt batteries
- ✿ Button cell batteries
- ✿ Rechargeable batteries
- ✿ Lithium batteries
- ✿ Laptop and cell phone batteries



## Batteries **Not** Accepted:

- ✿ Batteries that do not fit in the 1-quart bag
- ✿ Battery back-up (UPS) units
- ✿ Lead-acid batteries (ex. vehicle batteries)



# Yard Debris and Food Waste

## Accepted Organics List:

- ✳ Breads / Grains
- ✳ Coffee Grounds
- ✳ Coffee Filters
- ✳ Tea Bags
- ✳ Dairy Products (no liquids)
- ✳ Eggshells
- ✳ Bones
- ✳ Fruits / Vegetables
- ✳ Meats / Proteins
- ✳ Seafood & Shells
- ✳ Plants / Flowers
- ✳ Yard Debris
- ✳ Some Paper (paper napkins & towels, greasy pizza boxes\*)



# Silverton Recycling Depot

**Accepted Materials:** Cardboard, Electronic Waste (e-Waste), Glass Bottles, Metal, Metal Cans, Cooking Oil, Motor Oil, Paint, and Plastic Bottles and Jugs.

Material	2018	2019	2020	2021	2022
Commingled	155.6	143.0	119.3	168.1	170.8
Glass	80.2	64.4	83.1	82.8	81.3
Metal	53.5	47.7	43.5	59.9	46.8
Totals:	289.3	255.1	245.9	310.7	299.0

# Covanta Marion Inc



4850 Brooklake Road NE, Salem, OR 97305

# Opportunity to Recycle Act



State of Oregon Department of Environmental Quality

## 2023 Opportunity to Recycle Report

### City of Silverton

#### GENERAL REQUIREMENTS AND LOCAL GOVERNMENT PROGRAM ELEMENTS

Please check the boxes that describe the recycling activities occurring in your jurisdiction. **You must also include examples and documentation of all education and promotional activities being implemented.** If possible, please submit report and documentation electronically. (Note: This form is merely a summary of DEQ's requirements. The complete Opportunity to Recycle rules can be found in Oregon Administrative Rules [OAR 340-090-0030](#), [OAR 340-090-0040](#) and [OAR 340-090-0042](#).

#### Materials Collected

Check off those materials included in each type of collection program. For residential curbside programs, also indicate the frequency of collection, size of containers used and whether a free roll cart (C) or bin (B) is provided, or if no container (N) is provided. If the local government has selected Program Element (g) *Expanded Recycling Drop-Off Depots* to collect recyclable materials, list the drop-off depots in the [blue](#) section below.

			Paper	Metal	Plastic	Other	
	Container: C=Cart, B=Bin, N=None						
	Size of container in gallons						
	Frequency: W=Weekly, M=Monthly, E=Every other week, N=None						
	Cardboard & brown paper (Occ)	X	X	X	X	X	X
	Newspaper (Opp)	X	X	X	X	X	X
	Hi-grade (office) paper (Hi)	X	X	X	X	X	X
	Mixed scrap paper (junk mail, etc) (Mwsp)	X	X	X	X	X	X
	Steel (tinned) cans (Ti)	X	X	X	X	X	X
	Aluminum containers, foil (Al)	X	X	X	X	X	X
	Other scrap metal						
	Plastic bottles (minimum PET, HDPE) (Pb)	X	X	X	X	X	X
	Plastic tubs (minimum HDPE, PP)						
	Other rigid plastic - not containers (Mp)						
	Plastic film (polyethylene)						
	Container glass (Gl)						
	Used motor oil (Uo)						
	Yard debris (Yd)						
	Wood waste (Ww)						
	Food waste (Fw)						
	Cooking Oil and Household Batteries						
	e-Waste						
Residential commingled	C 95	E	X	X	X	X	X
Residential yard debris	C 65	W					
Residential materials not collected in the commingled container above	B 18	E				X	X

#### WASTE PREVENTION AND REUSE PROGRAM ELEMENTS [OAR 340-090-0042](#)

Please check the box(es) for the waste prevention and reuse program element(s) that were implemented in 2023. The City of Silverton is required to implement the program element "2" and choose two additional program elements. Checking a box means that you certify that the element is being fully implemented. **The waste prevention programs described in this report should match the information you provided in your approved DEQ Waste Prevention and Reuse Plans.**

#### 2) Citywide or Countywide Education and Promotion Program

The educational components for the waste prevention programs are different than the expanded education and promotion program (c) of the Local Government Recycling Program Elements.

Education should focus on the benefits of generating less waste in terms of the reduction in a materials environmental impact as part of the life cycle, including upstream impacts such as resource extraction and manufacturing. Education should also address how to generate less waste, how to reuse materials and solutions to common challenges to waste prevention and reuse. These four touches need to match what is in the plan submitted by the cities. Please refer to that and make edits below. Also, the messages need to focus on general waste prevention and reuse in terms of reduction in a materials impact as part of the life cycle. These messages should not focus on preventing the wasting of food or bad apple, since that is what the city is using for waste prevention program #3. The plan says the 4 outreach methods will be 1) county, city and MVGR webpages and social media, 2) Service providers bills, 3) City newsletters or bills, and 4) Marion county outreach including videos, presentation, booths, events, Resources class.

Describe how you provide the information listed above to residential and commercial generators at least four times a calendar year and how you perform other educational activities required for this program.

#### 1) Date/Time of year: February and March

Who received the information? All residents of Silverton

How was the information delivered? Hauler paperless -digital invoices (emailed) and paper invoices mailed, along with County, City and MVGRA Websites, Facebook and other social media promotion.

Topic of information: Benefits of, how to and the importance of waste prevention and reuse including upstream impacts and solutions.

Who completed this activity? City and Hauler

Annual Reporting is put together in partnership with Republic Services, Marion County, and the City of Silverton

# Opportunity to Recycle Act



State of Oregon Department of Environmental Quality

## 2023 Opportunity to Recycle Report

City of Woodburn

### GENERAL REQUIREMENTS AND LOCAL GOVERNMENT PROGRAM ELEMENTS

Please check the boxes that describe the recycling activities occurring in your jurisdiction. **You must also include examples and documentation of all education and promotional activities being implemented.** If possible, please submit report and documentation electronically. (Note: This form is merely a summary of DEQ's requirements. The complete Opportunity to Recycle rules can be found in Oregon Administrative Rules [OAR 340-090-0030](#), [OAR 340-090-0040](#) and [OAR 340-090-0042](#).

### Materials Collected

Check off those materials included in each type of collection program. For residential curbside programs, also indicate the frequency of collection, size of containers used and whether a free roll cart (C) or bin (B) is provided, or if no container (N) is provided. If the local government has selected Program Element (e) *Expanded Recycling Drop-Off Depots* to collect recyclable materials, list the drop-off depots in the [blue](#) section below.

	Container: C=Cart, B=Bin, N=None	Paper	Metal	Plastic	Other
Residential commingled					
Residential yard debris					
Residential materials not collected in the commingled container above					
Multifamily collection					

### 4) Waste Prevention Campaign targeting Commercial Generators

Provide a waste prevention campaign targeting a commercial or institutional generator and focus on one or more toxic or energy intensive materials or consumer purchasing practices. Campaign materials to include multiple components including use of different visual images and variation on core message, and using a variety of media. The duration of the campaign may not exceed five years and must be refreshed ever two years. Performance measures that specify one or more outcomes will be used to demonstrate the campaign reached the target audience. Describe below the details of this campaign.

Campaign Focus Woodburn Chamber of Commerce

Campaign Strategy Utilize existing business networks to expand Commercial Waste Reduction Outreach

Implementation Schedule Attend regular Chamber meetings and two annual presentations on waste reduction and local updates and opportunities

Media type and delivery method Chamber hosted meetings and lunch presentations

Performance Measurement Outcomes More Woodburn businesses utilizing all recycling opportunities available to them

Who completed this activity? Republic Staff

You are required to have a DEQ approved plan to comply with this program. Approved date \_\_\_

Annual Reporting is put together in partnership with Republic Services, Marion County, and the City of Woodburn

# Recycling Modernization Act



## Senate Bill 582

The Plastic Pollution and Recycling Modernization Act (RMA)

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What the RMA means for Silverton

# Looking Forward in 2024

2024 Rate Review

Community Grant Opportunities

Recycling Modernization Act Updates



Sustainability in Action

**Cindy Rogers**

Municipal Relationship Manager

**Travis Comfort**

Municipal Contract Administrator



Member of  
**Dow Jones  
Sustainability Indices**

Powered by the S&P Global CSA

**Sustainability Yearbook**

Member 2023

**S&P Global**

# City of Silverton

## 2022 Annual Report



Republic Services of North Marion County





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Sustainability in Action



# Residential Material Hauled

January through December 2022

Material	Destination	Q1	Q2	Q3	Q4	2022
Commingle	Garten Recycling	7.8	8.7	7.6	3.7	27.9
	Marion Resource Recovery Facility	69.3	68.2	49.1	91.6	278.2
	Republic Services - Woodburn	124.8	121.0	130.3	120.5	496.6
Garbage	Marion County Burner	414.2	291.8	337.7	363.3	1407.1
	Marion Resource Recovery Facility	111.6	253.5	219.5	152.3	737.0
	Republic Services - Woodburn	73.0	72.7	74.5	96.0	316.1
Yard Debris w/ Food	Marion Resource Recovery Facility	320.2	786.9	449.6	408.4	1965.0
<b>Totals:</b>		<b>1120.9</b>	<b>1602.9</b>	<b>1268.3</b>	<b>1235.9</b>	<b>5227.9</b>

Page Note: All material is reported out in tons. These are allocated numbers and rounded to one decimal place.

## Residential Container



Proper placement improves operational efficiencies and decreases service haz-

# Commercial Material Hauled

January through December 2022

Material	Destination	Q1	Q2	Q3	Q4	2022
Commingle	Garten Recycling	7.7	7.7	5.6	6.1	27.0
	Marion Resource Recovery Facility	-	-	-	0.2	0.2
	Republic Services - Woodburn	60.1	60.5	60.2	64.2	245.1
Garbage	Marion County Burner	195.5	146.6	141.6	161.4	645.0
	Marion Resource Recovery Facility	36.2	96.6	70.1	46.2	249.0
	Republic Services - Woodburn	51.5	57.4	65.3	76.3	250.5
Yard Debris	Marion Resource Recovery Facility	0.1	0.1	0.1	0.1	0.4
<b>Totals:</b>		<b>351.0</b>	<b>368.8</b>	<b>342.8</b>	<b>354.4</b>	<b>1417.2</b>

Page Note: All material is reported out in tons. These are allocated numbers and rounded to one decimal place.



# Drop Box & Compactor Material Hauled

January through December 2022

Material	Destination	Q1	Q2	Q3	Q4	2022
Cardboard	Republic Services - Woodburn	7.40	8.10	10.70	12.10	38.30
Commingle	Republic Services - Woodburn	39.57	46.83	46.80	40.20	173.40
Concrete	Kerr Contractors	-	22.5	15.0	22.5	60.0
Garbage	Coffin Butte	-	-	8.0	-	8.0
	Marion County Burner	264.5	257.1	291.0	320.6	1133.1
	Marion Resource Recovery Facility	198.5	408.5	399.3	208.1	1214.4
	Republic Services - Woodburn	4.3	-	4.9	1.8	11.0
Glass	Willamette Resources Inc.	23.8	18.8	9.9	28.9	81.3
Metal	Republic Services - Woodburn	12.9	12.8	13.3	9.2	48.1
Wood	Marion Resource Recovery Facility	7.5	41.3	-	7.5	56.3
Yard Debris	Marion Resource Recovery Facility	11.3	45.1	93.8	112.5	262.6
<b>Totals:</b>		<b>569.7</b>	<b>860.9</b>	<b>892.6</b>	<b>763.3</b>	<b>3086.6</b>

**Page Note:** All material is reported out in tons. These are allocated numbers and rounded to one decimal place.



# Material Destinations

Name	Location	Total Volumes
Coffin Butte Landfill (Coffin Butte)	Corvallis, OR 97330	8.0
Garten Recycling (Garten)	Salem, Oregon 97303	54.9
Kerr Contractors (Kerr)	Woodburn, Oregon 9707	60.0
Marion County Burner	Salem, Oregon 97305	3,185.2
Marion Resource Recovery Facility (MRRF)	Salem, Oregon 97303	4,762.6
Republic Services - Woodburn	Woodburn, Oregon 9707	1,579.2
Willamette Resources Inc. (WRI)	Wilsonville, Oregon 97070	81.3
<b>TOTAL:</b>		<b>9,731.2</b>

Page Note: All material is reported out in tons. These are allocated numbers and rounded to one decimal place.



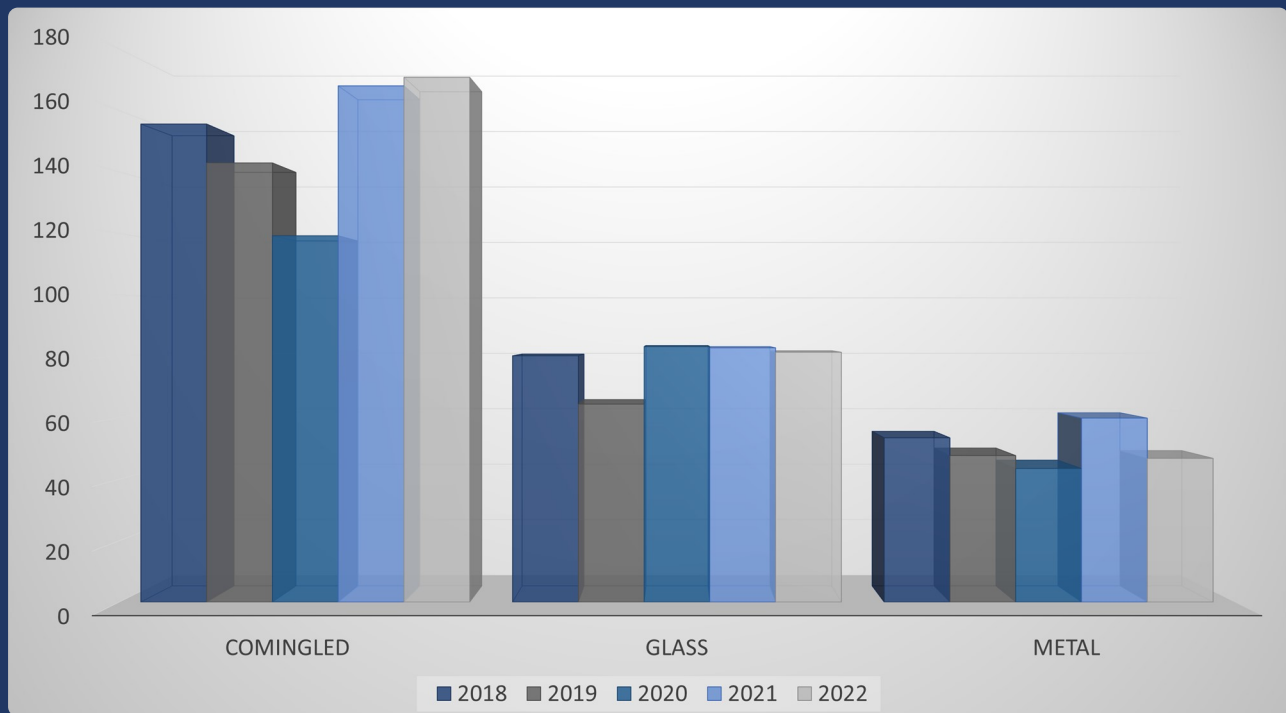
# Silverton Recycling Depot

Silverton Residents can drop-off the following materials, without charge, at our Saturday Recycling Depot located in Silverton.

Accepted Material: Cardboard, Electronic Waste (e-Waste), Glass Bottles, Metal, Metal Cans, Motor Oil, Paint, Paper, Plastic Jugs, and Plastic Tubs

Material	2018	2019	2020	2021	2022
Comingled	155.6	143.0	119.3	168.1	170.8
Glass	80.2	64.4	83.1	82.8	81.3
Metal	53.5	47.7	43.5	59.9	46.8
<b>Totals:</b>	<b>289.3</b>	<b>255.1</b>	<b>245.9</b>	<b>310.7</b>	<b>299.0</b>

Page Note: All material is reported out in tons. These are allocated numbers and rounded to one decimal place.



# Statement of Income

For Year Ending December 31, 2022

Line Items	2022
Revenue	\$ 2,387,973
Franchise Fees	\$ 165,578
Cost of Operations	\$ 1,858,476
Gross Profit	\$ 363,919
Sales, General and Administrative	\$ 273,912
Operating Income	\$ 90,007
<i>Op Income as a % of Revenue</i>	3.80%
Income Taxes	\$ 33,591
Net Income	\$ 56,416
<i>Net Income as a % of Revenue</i>	2.40%

Annual Report notes: Annual Cost of Service Analysis (COSA) review by Marion County and third-party auditor will conclude in September. If figures are changed, an updated report will be filed with the City by the end of October 2023.



# Schedule of Expenses

For Year Ending December 31, 2022

Line items	2022
<i>Pass Through Expenses</i>	
Franchise Fees	\$ 165,578
<b>Franchise Fees</b>	<b>\$ 165,578</b>
<i>Cost of Operations</i>	
Disposal & Recycle	\$ 826,582
Labor	\$ 556,008
Truck & Equipment Expense	\$ 391,787
Other Direct Expense	\$ 84,100
<b>Cost of Operations</b>	<b>\$ 1,858,476</b>
<i>Sales, General and Administrative</i>	
Management & Administrative Expense	\$ 191,166
Other Overhead Expenses	\$ 82,747
<b>Sales, General, and Administrative</b>	<b>\$ 273,912</b>

Annual Report notes: Annual Cost of Service Analysis (COSA) review by Marion County and third-party auditor will conclude in September. If figures are changed, an updated report will be filed with the City by the end of October 2023.





# Customer Counts

## Customer Counts Residential

20G Can	418
35G Cart	1,321
65G Cart	883
95G cart	602



## Container Counts Multifamily

35G Cart	6
95G Cart	41
Front Load Container Customers	22

## Container Counts Commercial

35G Cart	62
65G Cart	1
95G Cart	132
Front Load Container Customers	76



## Drop Box Hauls

10 Yard	87
15 Yard	4
20 Yard	132
30 Yard	403
40* Yard	304



## Silverton Customer Service

"All of your drivers are going above and beyond to help these guys out. They help the elderly every week with their cans. Great Job!" -Dominic

"Your driver is always watching out for our dog and even threw her a bone. Thank you!" -Cindy

"Wanted to let Republic Services know that your drivers are wonderful!" -Debbie

"Have had a poor customer service experience in the past, but Tianna went out of her way. Making sure the information was correct and explaining how the drop box service would work." -Larry

"Driver went out of his way to pick up the bins, especially in winter weather." -Ray of Hope

### Customer Service Summary



5 customer complaints in 2022; All were resolved within 24hrs



7 customer compliments (five listed above)

# Silverton In-kind Services

## In-Kind Service Locations

Silverton Arts Association

Silverton Chamber of Commerce

Silverton City Cans

Silverton City Hall

Silverton City Shops

Silverton Community Center

Coolidge McClaine Park

Silver Falls Library

Silverton Community Pool

Silverton Saturday Recycle Center

Silverton Senior Center



**REPUBLIC**  
SERVICES

Sustainability in Action



# Community Involvement

## Partners and Events

Silverton Pet Parade Sponsor

Annual Silverton Fire Deptment Mothers Day Breakfast Sponsor

Annual Homer Davenport Days Sponsor

Annual Silverton Arts Festival Sponsor

Annual Silverton Christmas Tree Lighting

Monthly Santiam Canyon Wildfire Relief Fund Donor



# Recycling *Simplified*

Republic Services collaborated with professional educators to develop a free Pre-K through High School academic resource for educators. This project turned into *Recycling Simplified* (<https://recyclingsimplified.com/for-educators>). Available resources include lesson prep for teachers, grade level presentations and lesson plans, children’s stories, activity worksheets, student certificates, and take home materials for parents. Visual examples below and on pages 19-21. All of this is provided to all Silverton Schools *free* of charge.

## Accessible Value



Engaging activities for learning at home



Developed by teachers, vetted by parents



Empowers entire family to make a difference by recycling



Flexible and easy - complete any time, in any order



Easily access on any device



Printer optional

# Aluminum Cans are Efficient Recyclables!

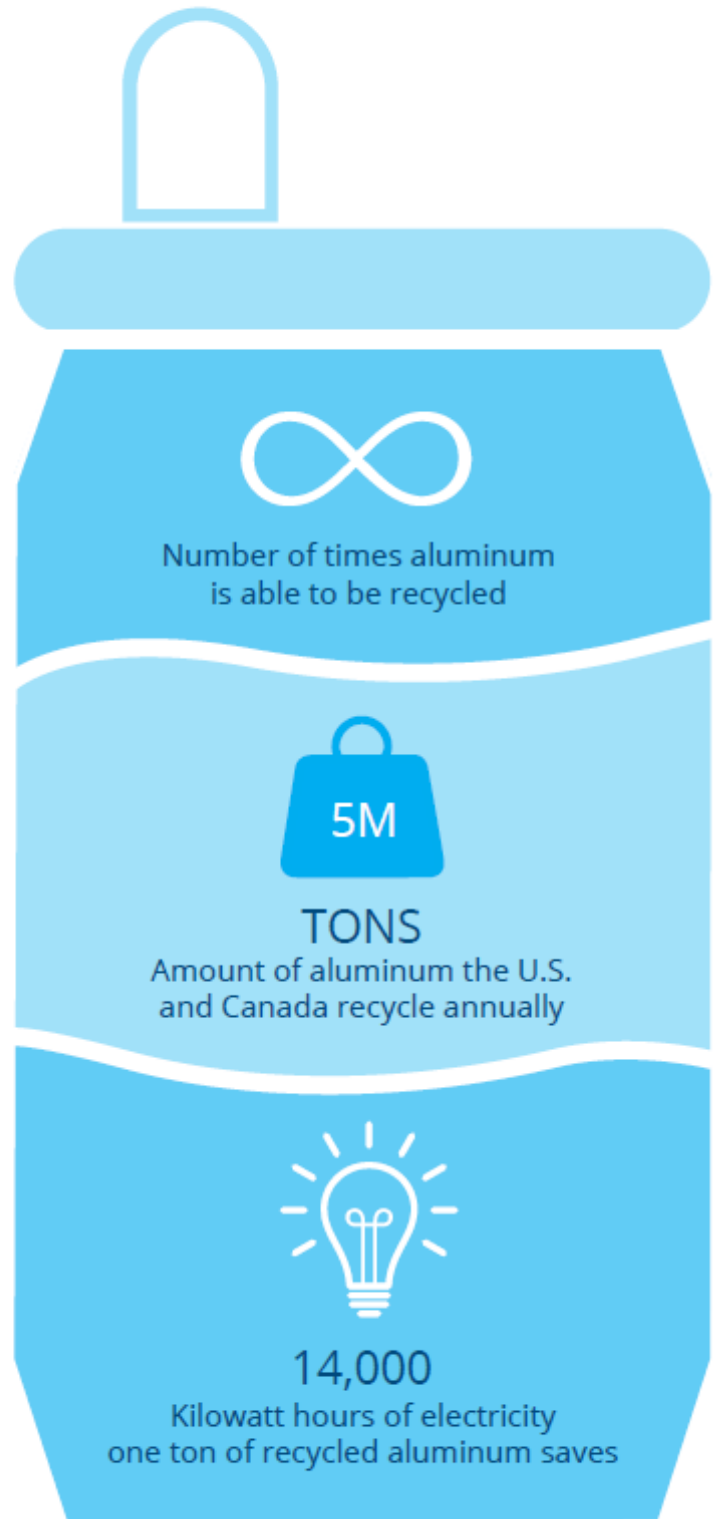
Visit [RecyclingSimplified.com](https://www.RecyclingSimplified.com) to learn more.

Sources:

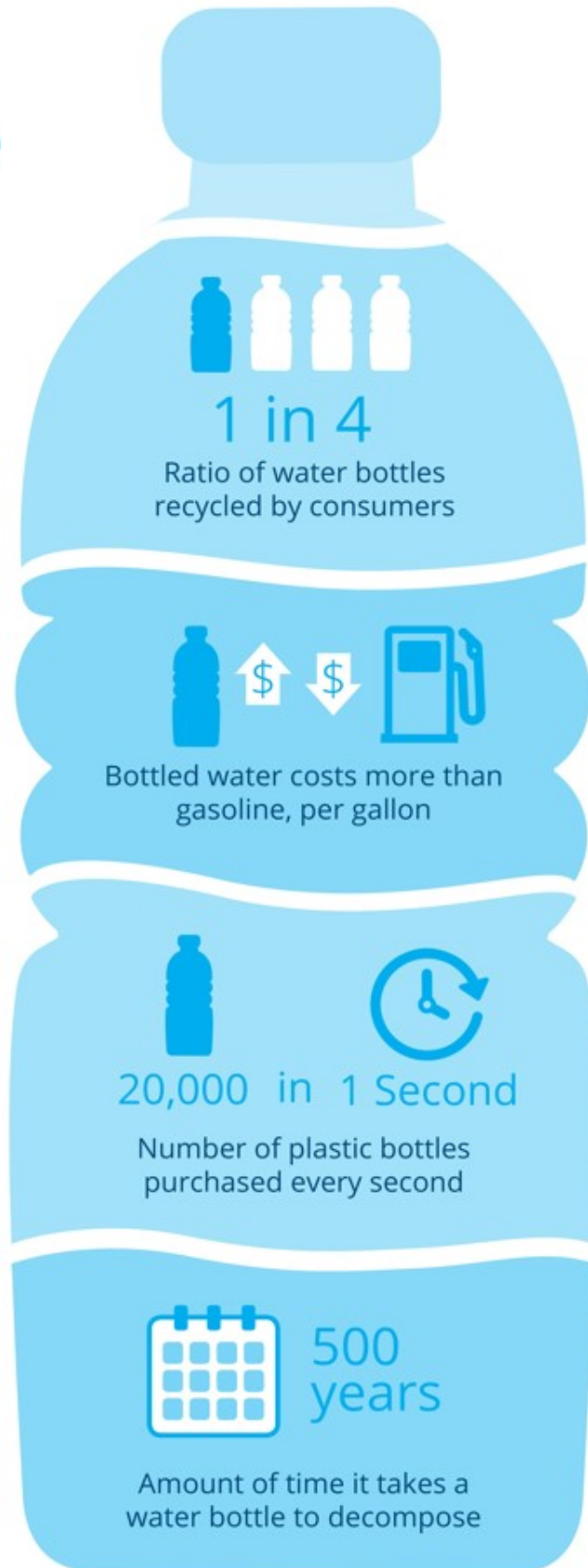
<https://www.aluminum.org/sustainability/aluminum-recycling>

<https://utahrecycles.org/get-the-facts/the-facts-aluminum/>

Recycling *Simplified*



# The Not-So-Pure Reality of Disposable Water Bottles



Sources:  
<https://www.earthday.org/2018/03/29/fact-sheet-single-use-plastics/>  
<https://www.businessinsider.com/bottled-water-costs-2000x-more-than-tap-2013-7>  
<https://www.rubiconglobal.com/blog-statistics-trash-recycling/>

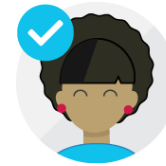




Carefully aligned to grade-level curriculum standards



Provided to you 100% free of charge



Written and vetted by real teachers



Lessons designed to fit within a typical class period



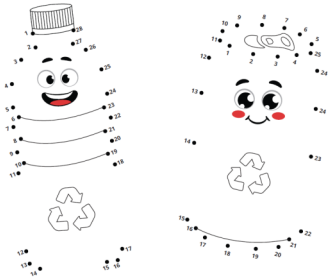
Lessons can be used individually or as a unit



Easy for teachers to implement, engaging for students

### Connect the dots to complete these recyclables!

Once you're finished, these can be tossed in the recycling bin. Make sure all recyclables are empty, clean and dry!

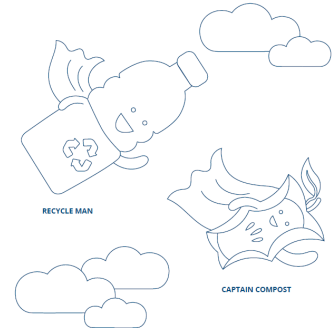


### Caring for the Earth Takes Owl of Us

Visit [RecyclingSimplified.com](https://www.RecyclingSimplified.com) for more fun Earth Day activities!



### Sustainability in Action!



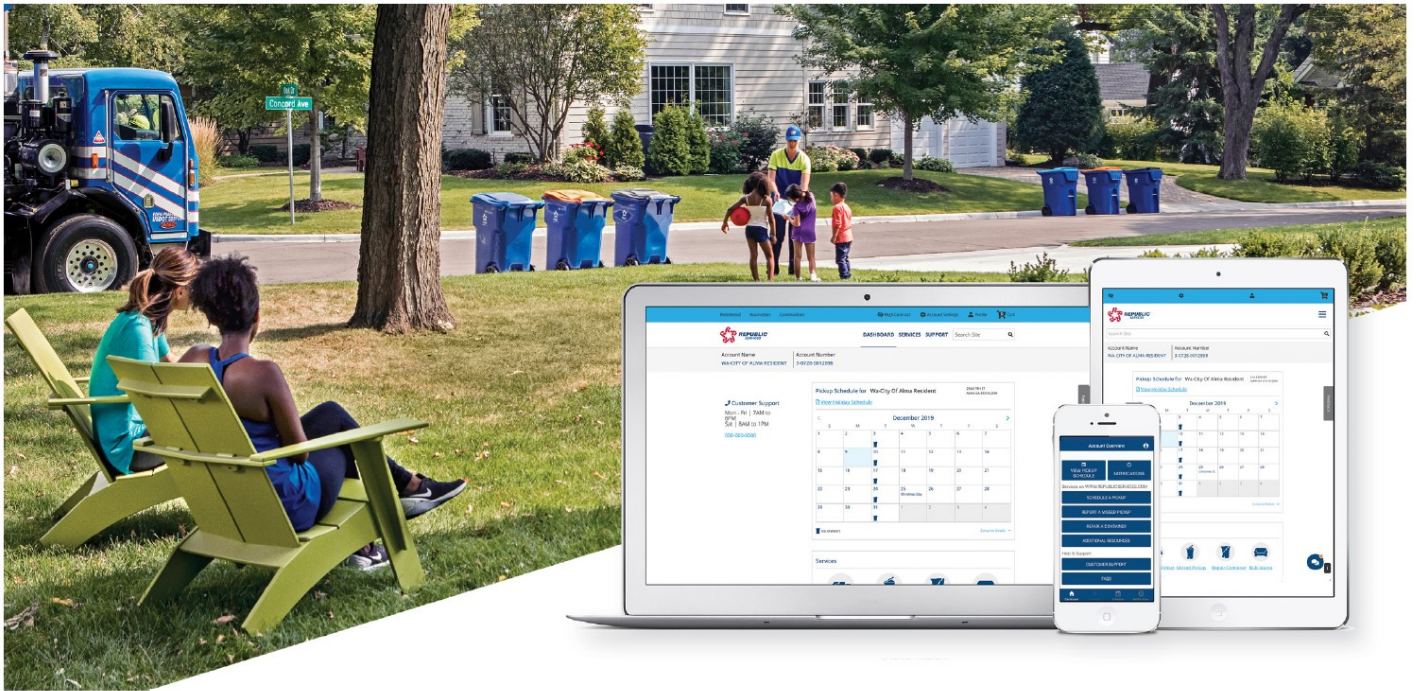
Recycling *Simplified*



**REPUBLIC**  
SERVICES

Visit [RepublicServices.com/EarthDay](https://www.RepublicServices.com/EarthDay) to learn more.





## New! Manage your service from anywhere.

Now it's easier than ever to quickly request services and access resources you need in minutes.

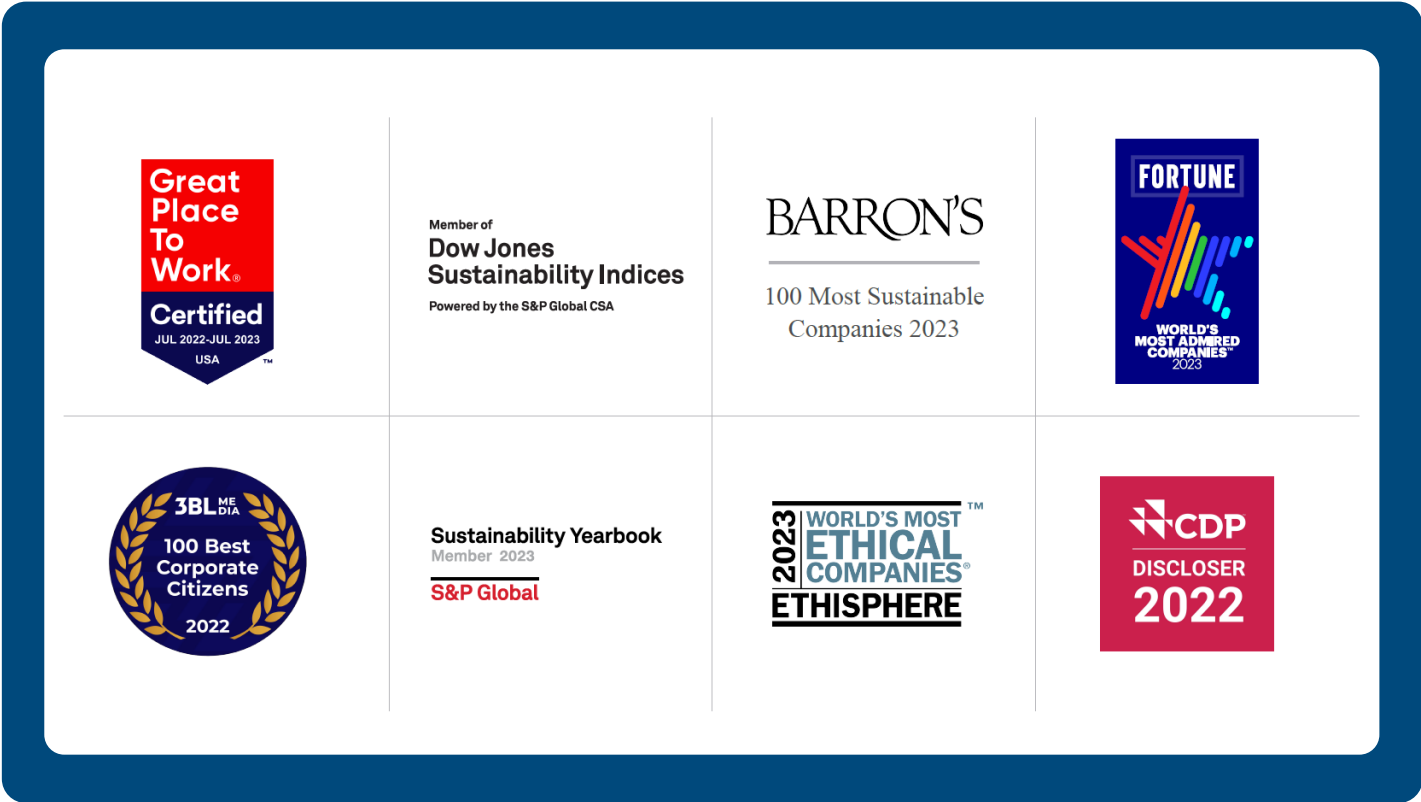
The Republic Services® app is a convenient way to:

- Manage your personal info and communication preferences.
- Get exclusive access to LiveChat agents for questions and help.
- Set reminders to never forget trash day again.
- Gain access to resources including recycling tips.
- Get updates on holidays schedules, tree removal, etc.

Download the app or visit [RepublicServices.com/Account](https://RepublicServices.com/Account) to create your online account.



Sustainability in Action



# Republic Services of Marion County


Annual Report assembled by  
 Travis Comfort, Municipal Administrator

10295 SW Ridder Road  
 Wilsonville, Oregon 97070



Sustainability in Action

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	5.1	Ordinance No. 24-02 An Ordinance of the Silverton City Council Granting a Term Extension for the Existing Non-Exclusive Telecommunications Franchise with Lightspeed Networks, Inc., Declaring an Emergency and Stating an Effective Date.
	<b>Agenda Type:</b>	
	Discussion/Action	
	<b>Meeting Date:</b>	
March 4, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Cory Misley	Cory Misley	Cory Misley

Recommendation:

Adopt Ordinance No. 24-02, Granting a Term Extension for the Existing Non-Exclusive Telecommunications Franchise with Lightspeed Networks, Inc. (DBA LS Networks), Declaring an Emergency and Stating an Effective Date.

Background:

The City Council passed a franchise agreement between the City and LS Networks on March 5, 2018, via Ordinance No. 18-07, and LS Networks subsequently accepted the same on March 13, 2018. The current franchise term is five (5) years from the effective date expiring March 14, 2023. City and LS Networks have continued to act and operate pursuant to the terms and conditions of the Franchise, and fully intend for the extension and continuance of all terms and conditions. The City and LS desire to extend the term of the Franchise for two (2) years expiring March 5, 2025.

We are working to bring expired agreements current, while recommending that (unless necessary) the current language in the existing agreement continues. As it relates to franchise agreements, there is the ongoing potential and consideration of a shift to a right-of-way (ROW) licensing ordinance or to at a minimum bring all franchisees under the same agreement template including the consistent terms and conditions. I have not had time since my arrival as city manager to dive deep into our existing franchise agreements let alone alongside legal counsel as an exercise.

As for this extension, I did have a conversation with Nancy Werner, attorney with Bradley Werner, LLC, who I was referred to from our city attorney firm Beery Elsner & Hammond (BEH). Nancy previously worked with BEH and continues to be their affiliated expert regarding franchise agreements. Nancy did not identify any material weaknesses or concerns in the current agreement.

All parties have been operating in good faith and in line with the existing agreement. Down the line, whether we explore further a ROW licensing approach or engage with LS Networks in adjusting the franchise agreement, we will be bringing this to Council ahead of the new expiration date. Adoption via emergency is a procedural tool that allows for the extension to take effect immediately after adoption.

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

The City Council passed a franchise agreement between the City and Lightspeed Networks, Inc. on March 5, 2018, via Ordinance No. 18-07, and Lightspeed Networks, Inc. subsequently accepted the same on March 13, 2018. The current franchise term is five (5) years from the effective date expiring March 14, 2023. City and Lightspeed have continued to act and operate pursuant to the terms and conditions of the Franchise, and fully intend for the extension and continuance of all terms and conditions. The City and Lightspeed desire to extend the term of the Franchise for two (2) years expiring March 5, 2025.

<b>Budget Impact</b>	<b>Fiscal Year</b>	<b>Funding Source</b>
N/A	FY 2023-24 & FY 2024-25	N/A

Attachments:

1. Ordinance No. 24-02 An Ordinance of the Silverton City Council Granting a Term Extension for the Existing Non-Exclusive Telecommunications Franchise with Lightspeed Networks, Inc., Declaring an Emergency and Stating an Effective Date.
2. Ordinance No. 18-07 An Ordinance of the Silverton City Council Granting a Non-Exclusive Telecommunications Franchise to Lightspeed Networks, Inc., Declaring an Emergency, and Stating an Effective Date \*For reference purposes only.

**ORDINANCE**

**24-02**

**AN ORDINANCE OF THE SILVERTON CITY COUNCIL GRANTING A TERM EXTENSION FOR THE EXISTING NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE WITH LIGHTSPEED NETWORKS, INC., DECLARING AN EMERGENCY, AND STATING AN EFFECTIVE DATE**

**WHEREAS**, City Council validly passed a franchise agreement between the City and Lightspeed Networks, Inc. on March 5, 2018, via Ordinance No. 18-07, and Lightspeed Networks, Inc. subsequently accepted the same on March 13, 2018 (collectively, the “Franchise”); and

**WHEREAS**, the current Franchise term is five (5) years from the effective date; and

**WHEREAS**, notwithstanding the foregoing, the City and Lightspeed Networks, Inc. have continued to act and operate pursuant to the terms and conditions of the Franchise, and fully intend for the extension and continuance of all terms and conditions; and

**WHEREAS**, the City and Lightspeed Networks, Inc. now desire to extend the term of the Franchise to expire in 2025; and

**WHEREAS**, per Silverton Municipal Code Section 12.40.430, the City determines that a new application and grant is not required in connection with this Franchise and term extension at this time.

**NOW, THEREFORE, THE CITY OF SILVERTON ORDAINS AS FOLLOWS:**

**Section 1:** Section 6 of the Franchise is hereby deleted in its entirety and replaced with the following text:

“**Duration.** The privileges set forth in this Franchise are hereby granted from the effective date of this Franchise and continuing thereafter until March 5, 2025. However, this Franchise is inoperative unless it is accepted in writing by Grantee as provided in Section 21.”

**Section 2:** All other Sections of the Franchise remain in full force and effect.

**Section 3:** The general welfare of the public will be promoted if this Ordinance takes effect immediately. Therefore, an emergency is declared, and this Ordinance shall take effect immediately upon its passage by the Council and approval by the Mayor provided Lightspeed Networks, Inc. files with the City its written unconditional acceptance of this Franchise Amendment, as required in Section 21 of the Franchise.

Ordinance passed by the City Council of the City of Silverton by a vote of \_\_\_\_ “for” and \_\_\_\_ “against” on this 4<sup>th</sup> day of March 2024.

ATTEST:

\_\_\_\_\_  
Mayor, City of Silverton  
Jason Freiling

\_\_\_\_\_  
City Manager/Recorder, City of Silverton  
Cory Misley

**EXHIBIT A  
ACCEPTANCE**

Cory Misley  
City Manager  
306 S. Water Street  
Silverton, OR 97381

This is to advise the City of Silverton, Oregon that LightSpeed Networks, Inc. (the “Grantee”) hereby unconditionally accepts the terms and provisions of Ordinance No.-24-02, passed by the City Council on March 4, 2024 (the “Franchise Amendment”), extending the term of the existing Franchise Agreement, which was passed by the City Council on March 5, 2018 via Ordinance No. 18-07 and subsequently accepted by Grantee on March 13, 2018 (collectively, the “Franchise”). The Grantee hereby agrees to abide by each and every term and condition of the Franchise, as amended by the Franchise Amendment.

**LIGHTSPEED NETWORKS, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF SILVERTON**  
**ORDINANCE**  
**18-07**

**AN ORDINANCE OF THE SILVERTON CITY COUNCIL GRANTING A NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE TO LIGHTSPEED NETWORKS, INC., DECLARING AN EMERGENCY, AND STATING AN EFFECTIVE DATE**

THE CITY OF SILVERTON ORDAINS AS FOLLOWS:

Section 1:     Purpose. The purpose of this Ordinance is to set forth the terms and conditions upon which LightSpeed Networks, Inc., dba LS Networks (“Grantee”), may be permitted to occupy the right-of-way within the City of Silverton pursuant to the powers of the City of Silverton, the Oregon Constitution and Oregon State Law, and except as to matters preemptively regulated by state or federal authorities. This Ordinance and the written acceptance by Grantee constitutes a contract between the City and Grantee (hereinafter referred to as the “Franchise”) and is binding upon and inures to the benefit of Grantee and its permitted successors, legal representatives and assigns under the conditions imposed herein.

Section 2:     Definitions and Explanation.

- A. As used in this Franchise, the following words, except where the context clearly indicates otherwise, mean:
- i. City. Means the City of Silverton, an Oregon municipal corporation and individuals authorized to act on the City’s behalf, and includes the area within its boundaries, and its boundaries as extended in the future.
  - ii. City Council. Means the legislative body of the City or as defined by the Charter of the City of Silverton.
  - iii. Facilities. Means the cable, wire, equipment, antennas, poles and associated facilities used by Grantee to provide telecommunications services.
  - iv. Person. Includes an individual, corporation, association, firm, sole proprietorship, company, partnership, co-partnership, joint stock company, trust, limited liability company, governmental entity, or other organization, including any natural person or any other legal entity.
  - v. Right-of-way. Means streets, roads, highways, bridges, alleys, sidewalks, trails, paths, public utility easements and all other public ways for use by the public for transportation purposes, including the subsurface under and air space over these areas, but only to the extent of the city’s right, title, interest or authority to grant a franchise to occupy and use such spaces for Grantee’s facilities.
  - vi. Telecommunications service. Means any service provided for the purpose of voice, video or data transmission, including but not limited to local exchange service, access service, extended area service, call origination, interconnection, switching, transport, call termination and/or any other telecommunications service identified and authorized by the Federal Communications Commission (FCC) or the Public Utility Commission of Oregon. Telecommunications service includes any service that enables a third party to provide such services, including but not limited to wholesale



services, provision of dark fiber and/or authorization to use facilities to provide such services except where such authorization is required by applicable state or federal law or administrative rule. As used in this Franchise, telecommunications service does not include: 1) cable service as defined by 47 U.S.C. §522; 2) open video system service as defined in 47 C.F.R 76; 3) private communications system services provided without using the right-of-way; 4) over-the-air radio or television broadcasting to the public-at-large from facilities licensed by the FCC or any successor thereto; and 5) direct-to-home satellite service within the meaning of Section 602 of the Telecommunications Act.

B. As used in this Franchise, the singular number may include the plural and the plural number may include the singular.

Section 3: Rights Granted.

A. Subject to the conditions and reservations contained in this Franchise and subject to any applicable ordinances and regulations of the City, including but not limited to ordinances and regulations regarding zoning, development, tree pruning or removal, erosion control and excavation in the right-of-way, the City hereby grants to Grantee the privilege and non-exclusive Franchise to occupy right-of-way for the purpose of constructing, using, maintaining and operating a system to provide telecommunications services within the City. This grant includes the authority, subject to the conditions and reservations contained in this Franchise and subject to any applicable ordinances and regulations of the City, to place, erect, lay and maintain facilities customarily associated with telecommunications systems. This Franchise does not authorize Grantee to place, erect or install wireless antennas and related equipment within the right-of-way.

B. This Franchise does not convey any right, title or interest in the right-of-way, but shall be deemed a grant to use and occupy the right-of-way for the limited purposes and term stated in this Franchise. This Franchise does not authorize Grantee to provide cable services or other services not included in the definition of telecommunications services herein. Grantee agrees that prior to providing cable or any non-telecommunications services in the City, it must obtain all necessary and applicable authorizations from the City for use of the right-of-way for such provision, including entering into a separate franchise with the City and paying a separate franchise fee to the City.

C. Grantee shall, at all times during the term of this Franchise, be subject to and comply with all applicable laws, including the lawful exercise of the police power by the City and such regulation as the City shall hereafter provide.

Section 4: Construction. Grantee's construction, installation, work or operation of facilities within the right-of-way shall be subject to and comply with SMC 12.40.120 through 12.40.290, as amended from time to time, as if fully incorporated in this Franchise and regardless of whether or not Grantee is a "telecommunications carrier," provides "telecommunications services" or has "telecommunications facilities" as those terms are defined in SMC 12.40.050.

Section 5:     Location of Facilities. The location and relocation of Grantee’s facilities shall be subject to and comply with SMC 12.40.300 through 12.40.340, as amended from time to time, as if fully incorporated in this Franchise and regardless of whether or not Grantee is a “telecommunications carrier,” provides “telecommunications services” or has “telecommunications facilities” as those terms are defined in SMC 12.40.050.

Section 6:     Duration. The privileges set forth in this Franchise are hereby granted for a period of five (5) years from and after the effective date of this Franchise. However, this Franchise shall be inoperative unless it is accepted in writing by Grantee as provided in Section 21.

Section 7:     Franchise Not Exclusive. This Franchise is not exclusive and shall not be construed as a limitation on the City in:  
i. Granting rights, privileges and authority to other persons similar to or different from those granted by this Franchise; or  
ii. Constructing, installing, maintaining or operating any City-owned public utility.

Section 8:     Public Works and Improvements. Nothing in this Franchise shall be construed in any way to prevent the proper authorities of the City or other public entities operating within the City from sewerage, grading, paving, repairing, altering, maintaining, constructing or improving any right-of-way in or upon which facilities of Grantee may have been placed. Unless directly and proximately caused by willful, intentional or malicious acts by the City, the City shall not be liable for any damage to or loss of any Grantee facility within the right-of-way as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the right-of-way by or on behalf of the City, or for any consequential losses resulting directly or indirectly therefrom.

Section 9:     Compensation.

(1) As compensation for the Franchise granted by this Ordinance, Grantee shall pay to the City an annual Franchise fee of five percent (5%) of the gross revenue subject to applicable limitations imposed by federal and state law. “Gross revenues” means any and all revenue for the telecommunications services rendered within the City limits less net uncollectables subject to applicable state and federal law. Gross revenues shall not include proceeds from the sale of bonds, mortgage or other evidence of indebtedness, securities or stocks. The City reserves the right to increase the fee rate at any time upon thirty (30) days’ written notice to Grantee, provided the rate is not greater than the percentage rate charged to the incumbent provider. If the incumbent provider’s percentage rate is increased, Grantee’s percentage rate will automatically increase to the same percentage rate without protest.

(2) Compensation required by this Section shall be due and payable quarterly, based on a calendar year as determined by the City. Payments are due within thirty (30) days after the close of each quarter. Late franchise fee payments will be subject to a late fee

calculated on the basis of ten percent (10%) per annum of the amount past due. Within ninety (90) days after the termination of this Franchise, compensation shall be paid for the period elapsing since the close of the last quarter for which compensation has been paid and operations terminated.

(3) Grantee shall furnish to the City with each payment of compensation required by this Section a written statement, under oath, executed by an officer of Grantee showing the amount of gross revenue of Grantee within the City for the period covered by the payment. The compensation for the period covered by the statement shall be computed on the basis of the gross revenue so reported. If Grantee fails to pay the entire amount of compensation due the City through error or otherwise, the difference due the City shall be paid by Grantee within fifteen (15) days from discovery of the error or determination of the correct amount. .

(4) Grantee shall keep accurate books of account at an office in Oregon for the purpose of determining the amounts due to the City under the provisions of this Franchise. The City may inspect the books of account as provided in Section 10, and may audit the books from time to time but no more often than once per calendar year and may not re-audit periods already audited and may not audit any period more than three (3) years prior to the date of the audit. For purposes of conducting the audit (which, as used in this Section, includes a franchise fee review), Grantee shall provide the City copies of requested records within thirty (30) days. Should such an audit reveal that payments tendered by Grantee to the City are less than the amounts due under the terms of this Franchise, Grantee shall promptly remit the amounts due the City, together with interest at a rate of nine percent (9%) per annum from the date such payment was originally due. If an audit reveals that payments tendered by Grantee to City were less than the amounts due under the terms of this Franchise by a differential of five percent (5%) or greater, all costs incurred by the City, including but not limited to accountant's fees and attorney's fees, for such audit are to be fully paid by Grantee.

(5) Acceptance by the City of any payment due under this Franchise shall not be deemed to be a waiver by the City of any other obligation of Grantee under this Franchise, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due, or from collecting any balance due to the City. Should Grantee fail or neglect to pay any of said quarterly payments provided for in this Section for thirty (30) days after any quarterly payment shall become due and payable and after thirty (30) days written notice from the City, the City, by its properly constituted authority, may at its option either continue this Franchise in force and/or proceed by suit or action to collect such payment or declare a forfeiture of this Franchise because of the failure to make payment, but without waiving the right to collect earned Franchise payment.

(6) Upon no less than thirty (30) days prior written notice by either party to the other, the amount of such compensation shall be subject to renegotiation and redetermination before the expiration of each calendar year, of the terms of the Franchise hereby granted, for the ensuing period of said Franchise term.

**Section 10:** Duty to Provide Information. Except as provided in Section 9, upon ten (10) days prior written request from the City, the Grantee shall furnish the City with information sufficient to demonstrate that Grantee has complied with all requirements of this Franchise. The City may require periodic reports from Grantee relating to its operations, revenues, and services within the City. Grantee shall maintain current maps showing the location of its facilities, fixtures, appliances and structures within the right-of-way of the City. The City shall be allowed to inspect such maps at any time upon at least ten (10) days prior written notice. If requested by City, Grantee shall furnish, without charge and within a reasonable time, maps relating to specified areas of the City.

**Section 11:** Indemnification. Grantee hereby agrees and covenants to defend, indemnify and hold the City and its officers, employees, agents and representatives harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the Grantee or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of Grantee's facilities, and from providing or offering telecommunications services over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this Franchise.

Grantee also hereby agrees to indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly, or indirectly, from Grantee's failure to remove, adjust or relocate all or any portion of its facilities in a timely manner pursuant to provisions of this Franchise, unless Grantee's failure arises directly from the City or its agents or contractor's negligence or willful misconduct.

**Section 12:** Performance Surety. Before the effective date of this Franchise, the Grantee shall provide the performance bond required by SMC 12.40.290.

**Section 13:** Assignment or Transfer of Franchise.

A. Ownership or control of a majority interest in Grantee's facilities or this Franchise may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the Grantee, by operation of law or otherwise, without the prior consent of the City, which consent shall not be unreasonably withheld or delayed, and then only on such reasonable conditions as may be prescribed in such consent.

B. Grantee and the proposed assignee or transferee of the Franchise or facilities shall provide and certify the following information to the City not less than one hundred twenty (120) days prior to the proposed date of transfer:

i. Complete information setting forth the nature, terms and condition of the proposed transfer or assignment;

- ii. All information required of a telecommunications franchise applicant pursuant to SMC 12.40.360 with respect to the proposed transferee or assignee;
- iii. Any other information reasonably required by the City.

C. No transfer shall be approved unless the assignee or transferee has the legal, technical, financial and other requisite qualifications to own, hold and operate the facilities pursuant to this Franchise.

D. Grantee shall reimburse the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign this Franchise.

E. Any transfer or assignment of this Franchise or the facilities without prior approval of the City under this Section shall be void and is cause for revocation of this Franchise.

Section 14. Reservation of Statutory Authority. The City reserves the right to exercise, with regard to this Franchise and Grantee, all authority now or hereafter reserved or granted to the City by the Oregon Constitution, the City Charter and state and federal statutes.

Section 15: Insurance.

A. Grantee shall secure and maintain the following liability insurance policies insuring both the Grantee and the City, and its elected and appointed officers, officials, agents and employees as coinsured:

- i. Comprehensive general liability insurance with limits not less than:
  - (a) Three million dollars (\$3,000,000) for bodily injury or death to each person;
  - (b) Three million dollars (\$3,000,000) for property damage resulting from any one accident; and
  - (c) Three million dollars (\$3,000,000) for all other types of liability.
- ii. Automobile liability for owned, non-owned and hired vehicles with a limit of one million dollars (\$1,000,000) for each person and three million dollars (\$3,000,000) for each accident.
- iii. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000).
- iv. Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than three million dollars (\$3,000,000).

B. The liability insurance policies required by this Section shall be maintained by the Grantee throughout the term of this Franchise or for such time Grantee is engaged in the removal of its facilities. Each insurance policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the City, by registered mail, of a written notice addressed to the Public Works of such intent to cancel or not to renew."

C. Within sixty (60) days after receipt by the City of the notice set forth in subsection B of this Section, and in no event later than thirty (30) days prior to cancellation, the Grantee shall obtain and furnish to the City evidence that the Grantee meets the requirements of this Section.

Section 16: Breach and Termination of Franchise.

A. The City may declare a breach and terminate or revoke this Franchise as provided in this Section for the following reasons:

- i. Construction or operation in the City or in the right-of-way of the City without a construction permit.
- ii. Construction or operation at an unauthorized location.
- iii. Failure to comply with Section 13 with respect to transfer or assignment of the facilities or this Franchise.
- iv. Misrepresentation by or on behalf of Grantee in any application to the City.
- v. Abandonment of facilities in the right-of-way.
- vi. Failure to relocate or remove facilities as required in this Franchise.
- vii. Failure to pay taxes, compensation, fees or costs when and as due the City.
- viii. Insolvency or bankruptcy of the Grantee.
- ix. Violation of material provisions of this Franchise.

B. In the event that the City believes that grounds exist for revocation of this Franchise, the City shall give the Grantee written notice of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the Grantee a reasonable period of time not exceeding thirty (30) days to furnish evidence:

- i. That corrective action has been, or is being actively and expeditiously pursued, to remedy the violation or noncompliance.
- ii. That rebuts the alleged violation or noncompliance.
- iii. That it would be in the public interest to impose some penalty or sanction less than revocation.

C. In the event that the Grantee fails to provide evidence reasonably satisfactory to the City as provided in subsection B of this Section, the city manager shall refer the apparent violation or noncompliance to the City Council. The City Council shall provide the Grantee with notice and a reasonable opportunity to be heard concerning the matter.

D. If persuaded that the Grantee has violated or failed to comply with material provisions of this Franchise, the City Council shall determine whether to revoke this Franchise, or to establish some lesser sanction and cure, considering the nature, circumstances, extent and gravity of the violation as reflected by one or more of the following factors:

- i. Whether the misconduct was egregious.
- ii. Whether substantial harm resulted.
- iii. Whether the violation was intentional.
- iv. Whether there is a history of prior violations of the same or other requirements.
- v. Whether there is a history of overall compliance.

vi. Whether the violation was voluntarily disclosed, admitted or cured.

E. Other sanctions include, but are not limited to, penalties of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000) for each offense. A separate and distinct offense shall be deemed committed each day on which a violation occurs.

F. Upon any termination of this Franchise, whether before or upon the expiration of the Franchise, all facilities installed or used by Grantee under this Franchise shall be removed by Grantee at Grantee's expense and the property upon which the facilities were used shall be restored by Grantee to the same or better condition it was in before installation or use by Grantee, as directed by the City. Notwithstanding the preceding sentence, the City may in its sole discretion permit Grantee in writing to abandon its facilities, or any portion thereof, in place, in which case the ownership of such facilities shall transfer to the City.

Section 17: Remedies Not Exclusive, When Requirement Waived. All remedies and penalties provided under this Franchise, the common law, the statutes of this State, the statutes of the United States and the ordinances and regulations of the City, are cumulative and the enforcement or recovery of one is not a bar to the enforcement or recovery of any other remedy or penalty. The remedies and penalties contained in this Franchise are not exclusive, and the City reserves the right to enforce and to avail itself of any and all remedies available at law or in equity. Failure to enforce any right accruing to or available to the City whether arising under this Franchise or otherwise, shall not be construed as a waiver of a breach of any term, condition or obligation of this Franchise or a violation of any requirement of law. A specific waiver of any particular breach of any term, condition or obligation pursuant to this Franchise shall not be a waiver of any other, subsequent or future breach of the same or of any other term, condition, or obligation or as a waiver of the term, condition or obligation itself.

Section 18: Additional Remedy. In addition to any rights available at law or in equity, including, without limitation, any rights set out elsewhere in this Franchise, as well as its rights under the City Code, if there is a material violation of this Franchise by Grantee the City reserves the right at its sole option to suspend issuance of any permits and/or approvals to Grantee until Grantee corrects or otherwise remedies the violation.

Section 19: Notice. Any notice provided under Sections 15 and 16 of this Franchise shall be sufficient if in writing and (1) delivered to the other party or deposited in the U.S. Mail, postage prepaid, certified mail; (2) sent by commercial air courier; or (3) sent by facsimile transmission, provided receipt of such facsimile is confirmed in writing. Notice shall be sent to the following address, or such other address as each party may specify in writing:

City of Silverton  
306 South Water Street  
Silverton, OR 97381

LS Networks, Contracts Management  
921 SW Washington Street, Suite 370  
Portland, OR 97203

Phone: 503-874-2207  
Fax: 503-873-3210

Phone: 503-294-5300  
Fax: 503-227-8585


Any notice provided under this Franchise, other than pursuant to Sections 15 and 16, may be by the methods set forth above or any other reasonable means, including email.

Section 20: Severability. The provisions of this Franchise are severable. If any portion of this Franchise is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Franchise.


Section 21: Acceptance of Franchise. Grantee shall, within thirty (30) days from the date this Franchise takes effect, file with the City its written unconditional acceptance of this Franchise in the form attached hereto as Exhibit A, and if Grantee fails to do so, this Franchise shall be null and void and of no force or effect.

Section 22: Effective Date. The general welfare of the public will be promoted if this ordinance takes effect immediately. Therefore, an emergency is declared and this ordinance shall take effect immediately upon its passage by the Council and approval by the Mayor provided Grantee files with the City its written unconditional acceptance of this Franchise as required in Section 21.

Ordinance passed by the City Council of the City of Silverton this 5<sup>th</sup> day of March, 2018.

  
\_\_\_\_\_  
Mayor, City of Silverton  
Kyle Palmer

ATTEST

  
\_\_\_\_\_  
City Manager/Recorder, City of Silverton  
Christy S. Wurster



**EXHIBIT A  
ACCEPTANCE**

Christy Wurster  
City Manager  
306 S Water St  
Silverton, Oregon 97381

This is to advise the City of Silverton, Oregon that LightSpeed Networks, Inc. (the "Grantee") hereby unconditionally accepts the terms and provisions of Ordinance No.18-07, passed by the City Council on March 5, 2018 (the "Franchise") granting a Franchise to Grantee. The Grantee agrees to abide by each and every term and condition of the Franchise.

**LIGHTSPEED NETWORKS, INC.**

BY 

TITLE President/CEO

DATE 3/14/2018

**EXHIBIT A  
ACCEPTANCE**

Christy Wurster  
City Manager  
306 S Water St  
Silverton, Oregon 97381

This is to advise the City of Silverton, Oregon that LightSpeed Networks, Inc. (the "Grantee") hereby unconditionally accepts the terms and provisions of Ordinance No.18-07, passed by the City Council on 5, March, 2018 (the "Franchise") granting a Franchise to Grantee. The Grantee agrees to abide by each and every term and condition of the Franchise.


**LIGHTSPEED NETWORKS, INC.**

BY 

TITLE PRESIDENT & CEO

DATE 3/13/2018

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	5.2	Ordinance No. 24-03 An Ordinance of the Silverton City Council Adding Chapter 12.49 to Adopt Limitation Of Liability For Certain Claims Arising From The Use Of Trails Or Structures Within Public Easements And Unimproved Rights Of Way Under ORS 105.668.
	<b>Agenda Type:</b>	
	Discussion/Action	
<b>Meeting Date:</b>		
	March 4, 2024	
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Ashleigh Dougill/Jamie Ward	Cory Misley	Cory Misley

Recommendation:

Adopt Ordinance No. 24-03 An Ordinance of the Silverton City Council Adding Chapter 12.49 to Adopt Limitation Of Liability For Certain Claims Arising From The Use Of Trails Or Structures Within Public Easements And Unimproved Rights Of Way Under ORS 105.668.

Background:

ORS 105.668 limits the liability of cities for personal injuries or property damage that arises out of the public’s non-motorized use of trails and structures in public easements and unimproved rights of way. ORS 105.668 automatically applies to cities with populations of 500,000 or more. Cities with smaller populations must affirmatively adopt ORS 105.668’s protections via either resolution or ordinance.

ORS 105.668 also applies to cities’ officers, employees, and agents; owners of land abutting the public easement or unimproved right of way; and nonprofits and their volunteers who construct and maintain trails and structures in public easements and unimproved rights of way. Adopting ORS 105.668 could encourage landowners to grant easements for the public’s use by reducing their risk of liability. It could also encourage nonprofits to assist the City with trail maintenance and construction by reducing their risk of liability.

ORS 105.668 would also expand the City’s existing limitations of liability. The recreational immunity provided by ORS 105.682 and ORS 105.688 already apply to the City. However, recreational immunity only protects the City when an individual is injured while engaged in recreational activities. ORS 105.668 applies regardless of the individual’s reason for using trails or structures in public easements or unimproved rights of way. Additionally, the Oregon Court of Appeal’s recent decision in *Fields v. City of Newport*, 326 Or App 764 (2023), has reduced the reach of cities’ recreational immunity, which could create more liability for the City. ORS 105.668 could fill in the gap in recreational immunity left by the Court of Appeal’s decision.

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

ORS 105.668’s limitation of liability is not absolute, however. It will not protect the City if an individual is injured due to gross negligence or reckless, wanton, or intentional misconduct.

<b>Budget Impact</b>	<b>Fiscal Year</b>	<b>Funding Source</b>
N/A	2024-25	N/A

Attachments:

1. Ordinance No. 24-03 An Ordinance of the Silverton City Council Adding Chapter 12.49 to Adopt Limitation Of Liability For Certain Claims Arising From The Use Of Trails Or Structures Within Public Easements And Unimproved Rights Of Way Under ORS 105.668.

**ORDINANCE**  
**24-03**

**AN ORDINANCE OF THE SILVERTON CITY COUNCIL TO ADOPT LIMITATION OF LIABILITY FOR CERTAIN CLAIMS ARISING FROM THE USE OF TRAILS OR STRUCTURES WITHIN PUBLIC EASEMENTS AND UNIMPROVED RIGHTS OF WAY UNDER ORS 105.668**

**WHEREAS**, ORS 105.668(2) limits the liability of cities, adjacent property owners, and certain non-profit groups for injuries or property damage that result from the public’s non-motorized use of trails or structures that are in a public easement or an unimproved right of way; and; and

**WHEREAS**, ORS 105.668(3) authorizes cities with populations less than 500,000 to adopt such limitation of liability by ordinance; and

**WHEREAS**, the City of Silverton’s population is less than 500,000; and

**WHEREAS**, the City of Silverton has trails or structures within its public easements and unimproved rights of way that may be used by the public for non-motorized activities such as walking, hiking, or biking; and

**WHEREAS**, the City of Silverton finds that the City of Silverton trails and structures are an important public amenity, that the public’s use of such trails or structures is important for the health and enjoyment of the community, and that use should be encouraged; and

**WHEREAS**, the City of Silverton finds that it is important to protect the City of Silverton adjacent property owners, and certain nonprofit groups who provide the public with access to and perform maintenance for such trails and structures so that the public may continue to access such trails and structures; and

**WHEREAS**, the City of Silverton finds that adopting the limitation of liability in ORS 105.668(2) will provide the City of Silverton, adjacent property owners, and nonprofit groups with such protection and will encourage the public’s continued use of trails and structures in the City of Silverton public easements and unimproved rights of way.

**NOW, THEREFORE, THE CITY OF SILVERTON ORDAINS AS FOLLOWS:**

Section 1.     Findings. The above findings are hereby adopted.

Section 2.     Limitation on Liability. The City of Silverton Municipal Code Chapter 12.49 is hereby added as shown on the attached Exhibit A.

Section 3.     Severability. If any provision, section, phrase, or word of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does in

affect other provision that can be given effect without the invalid provision or application.

Section 4. Continued Effect. All other provisions of the City of Silverton Municipal Code Title 12 shall remain unchanged and in full effect.

Section 5. Effective Date. This Ordinance shall be effective on the 30th day following its passage.

Ordinance passed by the City Council of the City of Silverton by a vote of \_\_\_\_ “for” and \_\_\_\_ “against” on this 4<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Mayor, City of Silverton  
Jason Freiling

ATTEST:

\_\_\_\_\_  
City Manager/Recorder, City of Silverton  
Cory Misley

ORDINANCE NO. 24-03

EXHIBIT A

12.49.010 Definitions.

As used in this Chapter 12.49, the following definitions apply:

- A. "Public easement" means a platted or dedicated easement for public access that is accessible by a user on foot, horseback, bicycle, or other similar conveyance, but does not include a platted or dedicated public access easement over private streets.
- B. "Structures" means improvements in a trail, including, but not limited to, stairs and bridges, that are accessible by a user on foot, on a horse or on a bicycle or other nonmotorized vehicle or conveyance.
- C. "Trail" means a travel way for pedestrians, bicycles, and other non-motorized means of transportation.
- D. "Unimproved right of way" means a platted or dedicated public right of way over which a street, road or highway has not been constructed to the standards and specifications of the city with jurisdiction over the public right of way and for which the city has not expressly accepted responsibility for maintenance.

12.49.020 Liability Limited.


- A. A personal injury or property damage resulting from use of a trail that is in a public easement or in an unimproved right of way, or from use of structures in the public easement or unimproved right of way, by a user on foot, on a horse or on a bicycle or other nonmotorized vehicle or conveyance does not give rise to a private claim or right of action based on negligence against:
  - 1. City of Silverton
  - 2. City of Silverton officers, employees, or agents to the extent that the officers, employees, or agents are entitled to defense and indemnification under ORS 30.285.
  - 3. The owner of land abutting the public easement or unimproved right of way.
  - 4. A nonprofit corporation and its volunteers for the construction and maintenance of the trail or structures in a public easement or unimproved right of way.

B. The immunity granted by this section does not extend to:

1. Except as provide by subsection 12.49.010. A.2 of this section, a person that receives compensation for assistance, services, or advice in relation to conduct that leads to a personal injury or property damage.
2. Personal injury or property damage resulting from gross negligence or from reckless, wanton, or intentional misconduct.
3. An activity for which a person is strictly liable without regard to fault.



**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	5.3	Resolution No. 24-02 Adopting the City Council Goals for Fiscal Year 2024- 25.
	<b>Agenda Type:</b>	
	Discussion/Action	
<b>Meeting Date:</b>		
	March 4, 2024	
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Cory Misley	Cory Misley	Cory Misley

Recommendation:

Approve Resolution No. 24-02 adopting the City Council Goals for Fiscal Year (FY) 2024-25.

Background:

Presented in Resolution No. 24-02 are the City Council Goals for FY 2024-25 that were discussed at the Council Special Session on February 6<sup>th</sup> and the revisions discussed at the Council Work Session on February 26<sup>th</sup>. These Goals will form a critical portion of the Department Workplans through directly related and supporting Objectives, while translating those into specific budget line-item requests to carry out the Goals and Objectives. As a result, the FY 2024-25 Proposed Budget that will be presented in May will fully incorporate the collaborative, forward-looking team process to ensure expectations are in alignment with capacity and resources to accomplish as much as possible through all aspects of the City of Silverton.

Budget Impact	Fiscal Year	Funding Source
TBD	2024-25	TBD

Attachments:

1. Resolution No. 24-02 – A Resolution Of The Silverton City Council Adopting The City Council Goals For Fiscal Year 2024-25.

**RESOLUTION**  
**24-02**

**A RESOLUTION OF THE SILVERTON CITY COUNCIL ADOPTING THE CITY COUNCIL GOALS FOR FISCAL YEAR 2024-25.**

**WHEREAS**, The Silverton City Council held a Special Meeting on February 6, 2024, to develop the draft FY 2024-25 City Council Goals; and

**WHEREAS**, The Silverton City Council held a Work Session Meeting on February 26, 2024, to further revise the draft FY 2024-25 City Council Goals; and

**WHEREAS**, the purpose of the goals is to focus the efforts of the City Council and City staff on specific plans of action to achieve certain goals.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SILVERTON AS FOLLOWS:**

Section 1: The Silverton City Council hereby adopts the fiscal year 2024-25 City Council goals attached hereto as Exhibit ‘A’ and by this reference incorporated herein.

Section 2: That this resolution is and shall be effective after its passage by the City Council.

Resolution adopted by the City Council of the City of Silverton, this 4<sup>th</sup> day of March 2024.

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Mayor, City of Silverton  
Jason Freilinger

ATTEST

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City Manager/Recorder, City of Silverton  
Cory Misley



## City Council Goals for FY 2024-2025

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### CRITICAL INFRASTRUCTURE

- Complete the engineering and design for the Water Storage Tank Reservoir to be located on the two-acre site off Edison Road NE with anticipated construction in FY 2025-26.
- Develop a funding strategy for the new Water Treatment Plant based on the engineering and design from 2022 with an emphasis on reducing the financial burden on rate payers and anticipated construction in FY 2026-27.
- Enhance the Partnership with ODOT, County, and City that collectively supports the entire Silverton Transportation System and work to be as best positioned for statewide opportunities such as the Safe Routes to Schools, STIF, and STIP Programs.
- Conduct a Traffic and Pedestrian Safety Audit to evaluate certain intersections, street cross-sections, and lighting to help prioritize safety improvements and investments.

### COMMUNITY LIVABILITY

- Develop a design for the Downtown Plaza Park south of the Civic Center with a focus as an urban park, community gathering space, and other desired amenities.
- Explore a Mobility Hub concept on the City's A Street Property north of the Civic Center to include additional parking and integration of different modes of transportation.
- Finalize the design, funding strategy, milestones, and timeline with the yet to be selected project partner on the City-owned property for the Westfield Homes Development.
- Continue to advance the Petit Trail and Pickleball Courts (among other park improvements) while maximizing limited dedicated capital park funding and pursuing state grant opportunities and developing partner fundraising and in-kind commitments.

### COMMUNITY RESILIENCY AND ENVIRONMENTAL SUSTAINABILITY

- Create the City's first Urban Forest Management Plan for a shared vision for the future of the Silverton tree canopy including wildfire mitigation and fuels treatment.
- Partner with the Pudding River Watershed Council to enhance the Abiqua and Silver Creek Watersheds through educating and involving the community on their historical, ecological, and strategic roles for the City of Silverton water quality and supply.

### DESTINATION DEVELOPMENT AND ECONOMIC DEVELOPMENT

- Continue to work closely with the Silverton Chamber emphasizing destination development to further Silverton as a preferred year-round choice for visitors.
- Expand the partnership with SEDCOR, Chamber, and others beginning with a Business Retention & Expansion Survey to inform a future Economic Development Strategic Plan.



## City Council Goals for FY 2024-2025

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### SILVERTON 2050

- Initiate a full update to the City's Comprehensive Plan to prepare for and manage expected growth and guide investments in land use and public facilities.
- Complete the awarded Aquifer Storage and Recovery (ASR) Feasibility Grant with Oregon Water Resources Department to better understand its long-term potential and costs.
- Continue to work closely and strategize with other local taxing districts (Fire District and Library District) to better serve the community today while planning for the next generation of Silvertonians.


### GOOD GOVERNANCE

- Strategize with the Oregon Garden on current management practices and how to further utilize it as a community asset, amenity, and attraction for visitors.
- Continue to settle into the new City Hall and develop the protocols and policies for how the spaces can also serve the community in other ways.
- Formulate updated policies and practices regarding City-owned buildings used by community partners with an eye towards sustainable facility management and evaluating strategic disposition of certain properties including the old City Hall.
- Collaboratively evaluate the existing partnership and agreements in place with the Silver Falls School District while brainstorming and aligning on future improvements to the transportation system, community parks and recreation, and school/public safety.

### URBAN RENEWAL AGENCY GOALS

- Develop concepts for the Main Street Downtown Improvement Project to inform all components of the overall vision and guide the final engineering and design.
- Complete an Urban Renewal Agency Plan Update with an emphasis on leveraging all remaining URA funds to align with certain key City projects to be completed in the next five years or sooner.

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	5.4	City Hall Update and Change Order Ratification
	<b>Agenda Type:</b>	
	Discussion/Action	
	<b>Meeting Date:</b>	
March 4, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Jason Gottgetreu	Cory Misley	Cory Misley

Recommendation:

Ratify the City Manager amendments to the construction contract with Corp Inc. from \$15,361,941.84 to \$15,414,889.04, an increase of \$52,947.20.

Background:

As noted during the August 7, 2023, City Council meeting, the City Council adopted modified purchasing policies for the Civic Center project to allow contract modifications of up to \$60,000 to be staff approved. The intent moving forward is to have the contract amendments ratified by Council each month rather than the previous practice of informing the Council through the Community Development Department Monthly Report.


The Civic Center is under construction. The steel frame is erected roof installed and the second floor has been poured. The exterior walls are framed, and exterior sheathing is complete. The steel re-work has been completed on the second floor. The interior framing is installed on the first floor and second floor. Mechanical, Electric, and Plumbing is generally finished on the first floor and second floor. Insulation and drywall are installed on the first floor and second floor. The lobby floor polish finish is complete. Site concrete work is complete. Roadwork on N Water St is complete for the season. Road paving on A Street and the south parking lot is complete. Sidewalks around the site are installed. Site walls are being installed. The windows are installed. Painting of the interior is mostly complete. Tile work in the bathrooms is complete. Landscape irrigation is completed and plants are installed. The City of Silverton Public Works crew graded and seeded the southern portion of the site. Casework is being installed. Flooring is mostly complete. Doors are being installed. Interior wood accent walls are being installed. Wall sound baffles are installed. High density storage units are being installed. Plumbing fixtures are being installed. The elevator is installed. Bike racks, trash cans, and benches are installed on site. The generator and electrical pads have been poured and site work in that area is underway. The site wall foundation around the generator area has been poured. The generator has been delivered. Audio visual equipment is being installed. Electric outlets, switches, and other trim are being installed. Security cameras and systems are being installed.

The construction contract amount was initially \$14,750,000. There have been several Change Order Requests as part of the project that to date have added an additional \$664,889.04 to the contract for a new contract total of \$15,414,889.04, a 4.51% increase. This is an increase of \$52,947.20 from the February Council report. As of the January payment requests there is a \$923,172.52 remaining balance to finish.

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

<b>Budget Impact</b>	<b>Fiscal Year</b>	<b>Funding Source</b>
\$52,947.20	2023-2024	Civic Center Project Fund

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	5.5	“Twenty is Plenty” Speed Limit Reductions from 25 MPH to 20 MPH on Local Residential Streets
	<b>Agenda Type:</b>	
	Discussion/Action	
<b>Meeting Date:</b>		
March 4, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Cory Misley	Cory Misley	Cory Misley

Background:

In 2019, the state legislation gave cities across Oregon the authority to designate speed limits 5 miles per hour (MPH) lower than statutory speed limits on non-arterial streets in “residence districts.” Some cities have taken advantage of this speed reduction that has become known under the moniker of “20 is Plenty” – referring to 20 MPH being fast enough for vehicles on local, residential streets to travel especially in relation to the associated safety benefits.

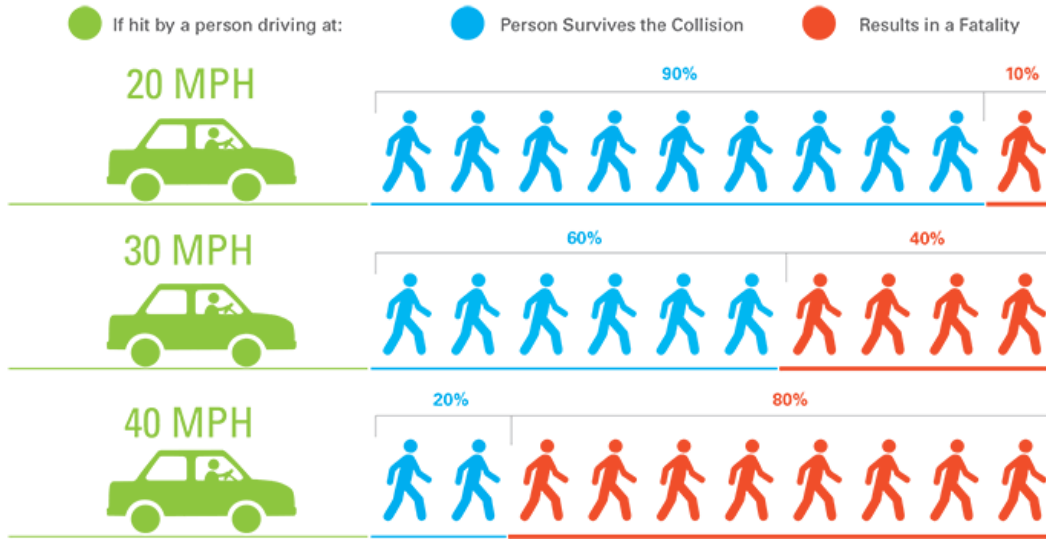
The Transportation Advisory Committee (TAC) briefly discussed this concept at their January 29<sup>th</sup>, 2024, meeting. There was partial support of the concept with many questions regarding the areas it would cover, costs, and questions around the tangible impact. The idea to have Council consider the concept more and determine whether to proceed, including directing having the TAC dive deeper into the associated parameters of the potential shift, was where the discussion was left.

Below are some graphs that outline a portion of the research and statistics regarding general visibility while traveling at different speeds and the related severity of pedestrian collisions.



Source: <https://visionzeronetwork.org/resources/safety-over-speed/>

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**



Source: <https://www.ite.org/technical-resources/topics/speed-management-for-safety/speed-as-a-safety-problem/>

As outlined in City Council Goals, the City is approaching improving pedestrian safety through many approaches/treatments and with other partners. Pursuing a 20 is Plenty initiative is as much about raising public awareness as it is reducing speeds and changing driver behavior, and certainly will not in and of itself mitigate the challenges faced for improving pedestrian safety in Silverton.

Budget Impact	Fiscal Year	Funding Source
TBD	TBD	TBD

Attachments:

1. Sample Ordinance from the City of Tigard implementing 20 is Plenty.



# [SAMPLE ORDINANCE]

**CITY OF TIGARD, OREGON  
TIGARD CITY COUNCIL  
ORDINANCE NO. 21-05**

AN ORDINANCE TO ALLOW THE CITY OF TIGARD TO IMPLEMENT 20 MPH SPEED ZONES IN SELECT AREAS

WHEREAS, the 2019 Oregon Legislature passed SB 558, amending ORS 810.180 to authorize cities to designate by ordinance a speed that is five MPH lower than statutory speed on non-arterial streets in “residence districts” under their jurisdiction; and

WHEREAS, reduced vehicle speeds supports Goal 3, Policy 6 of the adopted Transportation System Plan: The city shall develop and implement public street standards that recognize the multi-purpose nature of the street right-of-way; and

WHEREAS, reduced vehicle speeds supports Goal 3, Policy 7 of the adopted Transportation System Plan: The city shall design all projects on Tigard city streets to encourage pedestrian and bicycle travel; and

WHEREAS, reduced vehicle speeds supports Goal 4, Policy 1 of the adopted Transportation System Plan: The city shall consider the intended uses of a street during the design to promote safety, efficiency and multi-modal needs; and

WHEREAS, reduced vehicle speeds supports Goal 4, Policy 7 of the adopted Transportation System Plan: The city shall enhance and maintain a neighborhood traffic management program to address issues of excessive speeding and through traffic on local residential streets; and

WHEREAS, the City has adopted a Complete Streets Policy, which states, “The City will utilize current and emerging best practices in transportation network and facility design to best serve the multi-modal transportation needs of all users, including review of operating speeds.”

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: Consistent with ORS 810.180, the City of Tigard establishes a designated speed of 20 MPH, 5 MPH lower than the statutory speed of 25 MPH, on local streets in “residence districts” as defined by ORS 801.430 and 810.180(12).

SECTION 2: Per ORS 810.180, the designated speed established by this Ordinance will take effect on a segment of a local street upon the City’s removal of any 25 MPH signs and installation of 20 MPH signs on that street segment. The City Engineer will have the authority to approve eligible locations and direct staff to install necessary signage.

SECTION 3: This ordinance shall be effective 30 days after its passage by the council, signature by the mayor, and posting by the city recorder.

PASSED: By UNANIMOUS vote of all council members present after being read by number and title only, this 23<sup>rd</sup> day of February, 2021.

ORDINANCE No. 21-05

Page 1

Carol A. Krager  
Carol A. Krager, City Recorder


APPROVED: By Tigard City Council this 23<sup>rd</sup> day of February, 2021.

Jason B. Snider  
Jason B. Snider, Mayor

Approved as to form:  
[Signature]  
City Attorney

\_\_\_\_\_  
Date

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	6.1	Resolution No. 24-03 – A Transfer Resolution to Increase the Facilities Maintenance Appropriation.
	<b>Agenda Type:</b>	
	Consent	
	<b>Meeting Date:</b>	
March 4, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Kathleen Zaragoza	Sheena Lucht	Cory Misley

Recommendation:

Adopt Resolution No. 24-03 a Transfer Resolution to increase the Facilities Maintenance Appropriation.

Background:

The City of Silverton is working on repairing damage to the Silverton Senior Center that occurred during the most recent ice storm. The ice storm caused the sprinkler system pipe to break and flood the building. Staff reached out to have a company come to mediate the damage to the building. At this time the actual cost of the mediation and the repairs is unknown. The request is based on information from outside sources and will allow Public Works to move forward to have the repairs completed within this budget year. The majority of the costs will be covered by insurance. The current budget appropriation is not sufficient for the repairs to take place and therefore the need to increase the appropriation authority by \$300,000.

Budget Impact	Fiscal Year	Funding Source
\$300,000	2023-24	General Fund Contingency

Attachments:

1. Resolution No. 24-03 – To Transfer Funds Due To Unforeseen Expenditures To Increase Appropriations for Damage To The Senior Center.

**RESOLUTION**  
**24-03**

**A RESOLUTION OF THE SILVERTON CITY COUNCIL TO TRANSFER FUNDS DUE TO UNFORESEEN EXPENDITURES TO INCREASE APPROPRIATIONS FOR FACILITIES MAINTENANCE.**

**WHEREAS** certain expenditures could not be foreseen such as the need to repair the Senior Center caused by a burst pipe; and

**WHEREAS** Local Budget Law, ORS 294.463, authorizes the transferring of funds in these situations.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SILVERTON, AS FOLLOWS:**

Section 1: The following transfers and appropriations are made:

<u>GENERAL FUND</u>	<u>Increase</u>	<u>Decrease</u>
Facilities Maintenance		
Capital		
010-190-82100 Capital – Building Improvement	\$300,000	
Contingency and Reserves		
Contingency		
010-011-90001 Contingency		\$300,000

Section 2: That this resolution is and shall be effective after its passage by the City Council.


Resolution adopted by the City Council of the City of Silverton, this 4th day of March 2024.

\_\_\_\_\_  
Mayor, City of Silverton  
Jason Freiling

ATTEST

\_\_\_\_\_  
City Manager/Recorder, City of Silverton  
Cory Misley

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	6.2	Extension of Agreement with Silverton Area Seniors Inc. (SASI)
	<b>Agenda Type:</b>	
	Consent	
	<b>Meeting Date:</b>	
	February 15, 2024	
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Jamie Ward	Cory Misley	Cory Misley

Recommendation:

Authorize the City Manager to sign an agreement with the Silverton Area Seniors, Inc. for the continued use of the Senior Center facility at 115 Westfield Street and operations therein.

Background:

The Silverton Senior Center has operated for over 10 years. The latest contract expired on December 31, 2023, and staff have worked with Senior Center representatives to update the agreement. The agreement includes minor clarifications regarding building maintenance and extends the contract term through December 31, 2025.

Budget Impact	Fiscal Year	Funding Source
\$5,000 (as outlined in agreement in case of emergency)	2024-25 2025-26	N/A

Attachments:

1. Amendment to the Agreement with Silverton Senior Center for January 1, 2024 – December 31, 2025.
2. Silverton Area Seniors Inc. Agreement September 14, 2020 \*For reference only



Amendment 1 to the  
Senior Center Program Agreement  
Between  
SILVERTON AREA SENIORS INC.  
and CITY OF SILVERTON

**March 4<sup>th</sup>, 2024**

This Amendment No. 1 to the Agreement dated September 14, 2020, between the City of Silverton "City", and the Silverton Area Senior Center hereafter referred to as "SASI", leased space located at 115 Westfield Street, Silverton, Oregon.

The Agreement is hereby amended as follows: (new language is indicated in bold italic, deleted language is indicated by strikethrough, and other language is existing and to remain):

XXIV. TERM OF AGREEMENT

This agreement shall continue in effect until terminated by either party or until the termination of this agreement on ***December 31, 2025***, ~~December 31, 2023~~.

II. CONSIDERATION

SASI agrees to pay a yearly lease amount of one dollar (\$1.00) by the first day of each year beginning ***January 1, 2024***, ~~January 1, 2021~~, and continue on the first day of each year thereafter. Payments are to be made payable to the City of Silverton.

The City shall budget \$5,000 per year to be available for the term of this Agreement. The funds will be released to the Senior Center to use after demonstrating an emergency situation due to a financial hardship. To request funds due to the hardship, SASI must provide bank statements showing a cash balance below six months of operating funds, and a net loss for the preceding twelve (12) months.

SASI shall also retain 100 percent of all operational proceeds from programs occurring at the Center. It is the expectation and intent of both parties that SASI's operation and general or routine maintenance of the Senior Center will remain self-sufficient without any subsidy or financial support from the City, other than the City's continuing responsibility for major capitol maintenance and improvements.

SASI is responsible for electricity, natural gas, phone/cable, internet services, and security/alarm services for the Center.

VIII. MAINTENANCE

~~Routine, ongoing maintenance, including janitorial services, light bulbs interior/exterior, gutter cleaning, tree trimming, landscaping, irrigation maintenance, cleaning of the solar panels, scheduling ongoing maintenance for the on-site grease interceptor through a certified third-party vendor specializing in the cleaning and disposal of food-related byproducts (such maintenance reports shall be provided to the City within 10 days of service), and grounds maintenance shall be the responsibility of SASI. The SASI shall also obtain any permits necessary for Center operations. Operational supplies, such as restroom supplies, and cleaning supplies, shall be provided by the SASI. The SASI shall be responsible for maintenance and replacement of all equipment and furnishings necessary for SASI operations.~~

*Routine and ongoing maintenance including janitorial services, replacement of interior and exterior light bulbs, gutter cleaning, tree trimming, and landscaping (excluding mowing of grass) shall be the responsibility of SASI. SASI shall supply all restroom and cleaning supplies.*

*SASI shall be responsible for scheduling and payment of cleaning of the on-site grease receptor (grease trap) through a certified third-party vendor specializing in the cleaning and disposal of food related byproducts. (MOW) Reporting to the City on scheduled services shall be provided within 10 days of service. SASI shall obtain any permits necessary for Center operations.*

~~Major capital maintenance and improvements, including plumbing repairs, roof repairs, repair of building structures, and annual maintenance of the HVAC system shall be the City's responsibility. Exterior/interior painting shall be the City's responsibility. With the City Manager's permission, Senior Center staff may paint the interior.~~

*Major capital maintenance and improvements including plumbing, roof, and structural repairs along with regularly scheduled maintenance of the HVAC system shall be the City's responsibility. Materials and labor costs of major mechanical structural, and electrical repairs shall be provided by the City. SASI may paint the interior walls with prior approval of the City Manager.*

*The HVAC system filter shall be replaced at manufacturer's recommended intervals by City staff. Annual inspection and replacement of fire extinguishers as well as placement of designated escape route signage at the Center shall be the City's responsibility. SASI shall designate a board member to act as a liaison to the City's Public Works Manager/Employee and/or City Manager to discuss maintenance needs. Th City shall acknowledge such requests within 2 working days with a plan to remedy or discuss further. (SASI acknowledges the limitations of City employees and would like to develop a workable plan to communicate SASI's maintenance needs.)*

Materials and labor costs of major mechanical, structural and electrical repairs will be provided by the City. The City shall be responsible for all fire and life safety monitoring of the facility, including





**SENIOR CENTER PROGRAM AGREEMENT BETWEEN  
THE SILVERTON AREA SENIORS INC.  
and the CITY OF SILVERTON**



**September 14, 2020**

This agreement is between the Silverton Area Seniors, Inc., hereinafter called "SASI," and the City of Silverton, Oregon, hereafter called "City" for the operation and maintenance in a manner which maximizes program use, public recreation use, and the general benefit of the public of the following:

City of Silverton Senior Center located at 115 Westfield Street, City of Silverton, Oregon (the "Senior Center" or "Center").

I. Ownership

Ownership of the above facilities is vested in the City. As long as ownership is vested in the City, the City and the SASI agree to cooperate in the operation and maintenance of the Center for educational and/or recreational programs and activities. The City agrees to furnish the Center facility "as is" to the SASI for a period commencing September 14, 2020, until December 31, 2023.

II. Consideration

SASI agrees to pay a yearly lease amount of one dollar (\$1.00) by the first day of each year beginning January 1, 2021, and continue on the first day of each year thereafter. Payments are to be made payable to the City of Silverton.

The City shall budget \$5,000 per year to be available for the term of this Agreement. The funds will be released to the Senior Center to use after demonstrating an emergency situation due to a financial hardship. To request funds due to the hardship, SASI must provide bank statements showing a cash balance below six-months of operating funds, and a net loss for the preceding twelve (12) months.

SASI shall also retain 100 percent of all operational proceeds from programs occurring at the Center. It is the expectation and intent of both parties that SASI's operation and general or routine maintenance of the Senior Center will remain self-sufficient without any subsidy or financial support from the City, other than the City's continuing responsibility for major capitol maintenance and improvements.

SASI is responsible for electricity, natural gas, phone/cable, internet services, and security/alarm services for the Center.

The City shall furnish water and sewer and continue to provide solid waste disposal services as long as it continues to be donated to the City by the franchised waste hauler provider.

III. Senior Center Use

The goal of the City and the SASI is to provide senior development and/or recreational programs at the Center throughout the term of this agreement. The City shall have the discretion of scheduling programs and activities at any time the Center is available for use with notice to the SASI. Additional provisions may be required at the time of renewal as negotiated by the parties to this Agreement.

IV. Program Fees

Fees charged to program participants (users) of the Senior Center shall be dedicated to maintenance and operation of the center. The SASI shall provide a copy of its "Facility Use" policies to the City for review and comment on an annual basis in January. The City shall require said policies to include provisions on alcohol use, deposits, insurance requirements, fee amounts, waivers, and key inventory. The SASI agrees to grant City access to the Center for meetings and classroom training. It is understood that any City use of the Center will take place during non-operating hours.

V. Program Development

- A. SASI shall annually develop and submit a proposed plan for Programs in January.
- B. The City, through its City Manager or designee, shall review, comment, and approve the proposed plan at least 45 days after receipt.

VI. Program Operations

The SASI shall have responsibility for:

General maintenance, operation and security of the facility and grounds, including providing timely notice to City staff on damages or injuries to and at the Center, with the exceptions noted in Section VII.

- A. Providing all program and office supplies and materials, including all advertising, publicity and reproduction costs.
- B. Policing of grounds and facilities, including the parking area.
- D. Providing qualified staffing and supervision meeting all Federal, State and County requirements. Staff shall be employees of the SASI, not the City.
- E. The SASI shall be responsible for any additional costs incurred related to personnel, loss of income, etc., when the facility is out of service due to equipment breakdowns or repairs.

- F. Providing a budget to the City at the initiation of this agreement and a financial statement and Center report within 60 days of the conclusion of each year of this agreement.
- G. Develop programs, including schedules, to accommodate activities including senior classes, health, educational and fitness programs.
- H. The City shall have sole authority for approving any permits for alcohol use at the Center. SASI shall be required to obtain approval using the City's Alcohol Permit form, with a copy of a Certificate of General Liability Insurance in the amount of \$2,000,000, naming the City of Silverton as an Additional Insured.

VII. Use Restrictions

- A. Conformance with Laws. SASI shall conform to all applicable laws and regulations, municipal, state, and federal, affecting the premises and the use thereof.
- B. Nuisance. SASI shall not use or permit the use or occupancy of the property for any illegal or immoral purposes, or commit or permit anything which may constitute a menace or hazard to the safety of persons using the property, or which would tend to create a nuisance.
- C. Hazardous Materials. SASI shall not store or handle on the premises or discharge onto the property any hazardous wastes or toxic substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 to 9675, and as further defined by state law except upon prior written notification to the City and in strict compliance with rules and regulations of the United States and the State of Oregon and in conformance with the provisions of this agreement. Any violation of this section may, at the City's option, cause this agreement to be immediately terminated in accordance with the provisions of Section XXV of this agreement. SASI shall be responsible for conformance with OSHA SHARPS Program, if applicable.

VIII. Maintenance

Routine, ongoing maintenance, including janitorial service, light bulbs interior/exterior, gutter cleaning, tree trimming, landscaping, irrigation maintenance, cleaning of the solar panels, scheduling ongoing maintenance for the on-site grease interceptor through a certified third-party vendor specializing in the cleaning and disposal of food-related byproducts (such maintenance reports shall be provided to the City within 10-days of service), and grounds maintenance shall be the responsibility of SASI. The SASI shall also obtain any permits necessary for Center operations. Operational supplies, such as restroom supplies, and cleaning supplies, shall be provided by the SASI. The SASI shall be responsible for maintenance and replacement of all equipment and furnishings necessary for SASI operations.

Major capital maintenance and improvements, including, plumbing repairs, roof repairs, repair of building structures, and annual maintenance of the HVAC system shall be the City's responsibility. Exterior/interior painting shall be the City's responsibility. With the City Manager's permission, Senior Center staff may paint the interior.

Materials and labor costs of major mechanical, structural and electrical repairs will be provided by the City. The City shall be responsible for all fire and life safety monitoring of the facility, including fire extinguisher inspection and replacement, escape route signs, deregulator installation and maintenance, and other first aid equipment necessary for safe operations of the center.

IX. Alterations and Improvements

No Right to Construct. The SASI may not construct any structural improvements or alterations on the Center without prior approval by the City. This prohibition extends to the grounds surrounding the center.

X. Entry on Property

A. Right to Inspect. The City shall have the right to enter the Senior Center and grounds at any reasonable time or times to examine the condition of the premises or SASI's compliance with the terms of this agreement.

B. Access. The City retains the right to enter the Senior Center and grounds at any reasonable time or times to repair or modify City facilities located upon the property or to conduct repairs or other work on the property.

XI. Assignment and Subletting

The SASI shall not assign any of its rights or responsibilities under this agreement or sublet any portion of the premises without the prior written consent of the City, provided, however, that the City shall not unreasonably withhold such consent. An occasional use permit for an event at the Center does not constitute an assignment or subletting.

XII. City Liability

The City shall include the premises of the Center in its general liability insurance policy.

XIII. Insurance

A. General Liability. SASI agrees to carry general liability insurance for the duration of occupancy with at least the following limits: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage with City listed on the policy as additional insured with respects to SASI's activities at the Senior Center. SASI shall provide evidence of said coverage in the form of a Certificate of Insurance to be furnished annually to the City in January. SASI is responsible for its own property and contents stored at the Senior Center.

- B. Indemnification. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, Tenant agrees to indemnify, defend, and hold harmless the Landlord, and its officers, agents, elected officials, and employees against any claim, liability, damage, or loss or any cost or expense in connection therewith (including reasonable attorney fees), whether suffered directly or from a third-party claim arising out of (a) any damage to any person or property occurring in, on or about the Leased Premises, the Property, (b) use by Tenant or its agents, invitees, or contractors of the Leased Premises and/or (c) Tenant's breach or violation of any term of this Lease.

#### XIV. Default

- A. Declaration of Default. Except as otherwise provided in this agreement, the City shall have the right to declare this agreement terminated and to re-enter the property and take possession upon either of the following events:
1. Payments. If the program remittances or any other payment obligation, including but not limited to utility bills, remains unpaid for a period of 60 days after it is due; or
  2. Other Obligations. If SASI fails to comply with any reasonable directive from the City Manager, fails to implement the Approved Program Plan for any year, or any other default is made in this agreement and is not corrected after 60 days written notice to the SASI. Where the default is of such nature that it cannot reasonably be remedied within the 60-day period, the SASI shall not be deemed in default if the SASI proceeds with reasonable diligence and good faith to effect correction of the default.
- B. Court Action. It is understood that either party shall have the right to institute any proceeding at law or in equity against the other party for violating or threatening to violate any provision of this agreement. Proceedings may be initiated against the violating party for a restraining injunction or for damages or for both. In no case shall a waiver by either party of the right to seek relief under this provision constitute a waiver of any other or further violation.

#### XV. Amendment of Agreement

The terms of this agreement shall not be altered, waived, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties.

#### XVI. Interpretation of Terms

Words, terms, phrases that are not specifically defined in this agreement shall have the ordinary meaning ascribed to them unless the context clearly indicates otherwise. When not inconsistent with the context, words used in the present tense include the future, words in the plural number shall include the singular and words in the singular include the plural. The word "shall" is mandatory and not merely directive.

XVII. Construction

The provisions of this agreement shall be construed in accordance with the laws of the State of Oregon. Any action or suits involving any question of construction arising under this agreement must be brought in an appropriate court in the State of Oregon.

XVIII. Severability

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

XIX. Assignments and Relation to Other Agreements.

The provisions of this agreement shall bind and shall inure to the benefit of the parties and their respective successors and assigns.

XX. Impossibility of Performance

Neither party shall be liable or deemed to be in default for any delay or failure to perform under this agreement resulting from Acts of God, civil or military authority, acts of public enemy, war, civil disturbances, accidents, fires, explosions, floods, energy shortages, material disruptions, transportation contingencies or any other causes beyond its control.

The City of Silverton is a municipal corporation and is obligated under the budget laws of the State of Oregon known as the Local Budget Law. Any provision of this agreement which is not in conformance with the Local Budget Law is null and void. Further, the City cannot expend monies beyond the revenues received. The City authorizes expenditures in accordance with its budget and revenue projections. If the City does not receive revenues in accordance with its projections, expenditures must be decreased. If the City Council determines that it is in the best interest of the City, due to budgetary reasons, not to make expenditure, the City may withhold payment.

XXI. Waiver

The failure of either party to enforce any provision of this agreement shall not constitute a waiver by the party of that or any other provision.

XXII. Attorney Fees

If any action, suit or proceeding is brought to enforce the provisions of this agreement, the prevailing party shall be entitled to such additional sums as the court may adjudge for reasonable attorney fees and costs in such action, suit or proceeding and in any appeal therefrom.

XXIII. Discrimination

The parties agree not to discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, age, mental or physical disability, veteran's status, genetic information or any other protected status or activity in accordance with applicable law in the performance of this agreement.

XXIV. Term of Agreement.

This agreement shall continue in effect until terminated by either party or until the termination of this agreement on December 31, 2023.

XXV. Termination

- A. Immediate Termination. Where a specific violation of this agreement gives the City the option to terminate this agreement immediately, this agreement shall be terminated upon written notification to the SASI.
- B. Termination Upon 60 Days' Default. In the event of any other default under Section XIV of this agreement, the agreement may be terminated at the option of the City upon 60-day written notification to the SASI.
- C. Surrender Upon Termination. Upon termination or the expiration of the term of the agreement, the SASI will quit and surrender the property to the City in as good order and condition as it was at the time the SASI first entered and took possession of the property under this or a prior agreement, usual wear and damage by the elements.
- D. Restoration of Property. Upon termination or expiration of this agreement or SASI's vacating the premises for any reason, the SASI shall, at its own expense, remove and properly dispose of all tanks, structures, and other facilities containing waste products, toxic, hazardous, or otherwise, which exist on the property or beneath its surface. SASI shall comply with all applicable state and federal requirements regarding the safe removal and proper disposal of said facilities containing waste products. If the SASI fails to comply or does not fully comply with this requirement, the SASI agrees that the City may cause the waste products and facilities to be removed and properly disposed of, and further agrees to pay the cost thereof with interest at the legal rate from the date of expenditure.
- E. Holding Over. No holding over upon expiration of this agreement shall be construed as a renewal thereof. Any holding over by the SASI after the expiration of the term of this agreement or any extension thereof shall be as a tenant from month-to-month only and not otherwise.

**CITY OF SILVERTON**

**SILVERTON AREA SENIORS INC.**

\_\_\_\_\_  
CITY MANAGER                                      DATE

\_\_\_\_\_  
PRESIDENT    DATE

ATTEST:

ATTEST:

\_\_\_\_\_  
CITY CLERK    DATE

\_\_\_\_\_  
EXECUTIVE DIRECTOR    DATE

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**CITY OF SILVERTON**

**SILVERTON AREA SENIORS INC.**

Christy Schubert 10/1/2020  
CITY MANAGER City Manager DATE

Barlene Blackstone 9/28/20  
PRESIDENT DATE

ATTEST:

ATTEST:

Angela Spier 10/1/2020  
CITY CLERK DATE

Dodie Laura Bruey 9-28-20  
EXECUTIVE DIRECTOR DATE



**COMMUNITY DEVELOPMENT DEPARTMENT  
MONTHLY REPORT**

For The March 4, 2024 City Council Meeting

Planning Division

- The Civic Center is under construction. The steel frame is erected roof installed and the second floor has been poured. The exterior walls are framed, and exterior sheathing is complete. The steel re-work has been completed on the second floor. The interior framing is installed on the first floor and second floor. Mechanical, Electric, and Plumbing is generally finished on the first floor and second floor. Insulation and drywall are installed on the first floor and second floor. The lobby floor polish finish is complete. Site concrete work is complete. Roadwork on N Water St is complete for the season. Road paving on A Street and the south parking lot is complete. Sidewalks around the site are installed. Site walls are being installed. The windows are installed. Painting of the interior is mostly complete. Tile work in the bathrooms is complete. Landscape irrigation is completed and plants are installed. The City of Silverton Public Works crew graded and seeded the southern portion of the site. Casework is being installed. Flooring is mostly complete. Doors are being installed. Interior wood accent walls are being installed. Wall sound baffles are installed. High density storage units are being installed. Plumbing fixtures are being installed. The elevator is installed. Bike racks, trash cans, and benches are installed on site. The generator and electrical pads have been poured and site work in that area is underway. The site wall foundation around the generator area has been poured. The generator has been delivered. Audio visual equipment is being installed. Electric outlets, switches, and other trim are being installed. Security cameras and systems are being installed.

The construction contract amount was initially \$14,750,000. There have been several Change Order Requests as part of the project that to date have added an additional \$611,946.84 to the contract for a new contract total of \$15,361,941.84, a 4.14% increase. This increase is \$56,658.60 from the December Council report. As of the December payment requests there is a \$1,313,277.19 remaining balance to finish.

- Staff met with the Environmental Management Committee on February 20<sup>th</sup> to review the updates to the Tree Preservation section of the Development Code to better clarify the standards for tree retention during development.
- The Parks and Recreation Master Plan Update Project Advisory Committee will meet on March 5<sup>th</sup> to review the draft Parks and Recreation Master Plan update.
- The Westfield Site Housing Request for Proposals has been sent to the four housing teams. Submittals are due April 9, 2024.

- The Affordable Housing Task Force will meet on March 19<sup>th</sup> to review an Accessory Dwelling Unit program to facilitate the construction of ADU's as part of an Affordable Housing Fund. ADU building plans that are being provided to the City by a local designer that would be free for citizens to utilize are to be reviewed as well.
- A Design Review application to construct a 3,500 square foot addition to an existing 7,000 square foot building at 1206 Eska Way has been approved by City Staff.
- An Adjustment Application to allow a 10% deviation from the fence setback at 1157 Bedlington Terrace representing a 6" adjustment to the fence setback from 5' to 4'-6" has been approved by City Staff.
- A Design Review application to demolish and replace the existing dental office and dwelling unit with a 4,566 square foot building that will be a dental office with one dwelling unit at 411 North Water Street has been submitted and is being reviewed by City Staff.

**SILVERTON POLICE ACTIVITY REPORT**

Jan-24

<b>ARRESTS</b>	<b>JAN</b>	<b>YTD</b>
Arson	0	0
Assault/Harassment	1	1
Burglary	0	0
Drug	0	0
Forgery/Fraud/Counterfeit	0	0
Juv-Curfew	0	0
Runaway	0	0
Kidnap	0	0
Furnishing Liquor	0	0
Menacing	1	1
Murder/Criminal Death	0	0
Rape	1	1
Robbery	0	0
Sex Crimes/Other	3	3
Stalking	0	0
Theft	2	2
Trespassing	0	0
UUMV	2	2
Vandalism	1	1
Violation of Court Orders	13	13
Weapons Violations	2	2
Misc./Other Crimes	25	25
<b>JUVENILE ARRESTS</b>	<b>3</b>	<b>3</b>
<b>ADULT ARRESTS</b>	<b>48</b>	<b>48</b>
<b>TOTAL ARRESTS</b>	<b>51</b>	<b>51</b>

<b>CITATIONS</b>	<b>JAN</b>	<b>YTD</b>
<b>Traffic</b>		
DUII	3	3
Driving Whie Suspended	12	12
Distracted Driving -Mobile Device	3	3
Failure to Properly Use Seatbelt	1	1
All Other	62	62
<b>Violations</b>		
MIP Alcohol/Marijuana	3	3
PCS Schedule I-IV	1	1
<b>Civil Infracctions</b>		
Ordinance Citations	0	0
<b>Warnings</b>	<b>37</b>	<b>37</b>
<b>TOTAL CITATIONS ISSUED</b>	<b>122</b>	<b>122</b>

<b>3 YEAR COMPARISON</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Arson	0	0	0
Auto Theft/Include Attempts	4	1	3
Burglary	1	4	0
School Resource	21	37	16
Sex Crimes	0	0	1
Rape	0	0	0
Robbery	0	0	0
Vandalism	7	15	2
<b>CALLS FOR SERVICE</b>	<b>386</b>	<b>440</b>	<b>525</b>
<b>TOTAL ARRESTS</b>	<b>62</b>	<b>45</b>	<b>51</b>
<b>TOTAL CITATIONS</b>	<b>161</b>	<b>144</b>	<b>122</b>

## Silverton Police Activity Report

<b>CALLS FOR SERVICE</b>	<b>JAN</b>	<b>YTD</b>		<b>JAN</b>	<b>YTD</b>	
911 Investigation		0	0	Menacing	0	0
Alarm	11	11		MIP	1	1
Area Check	54	54		Missing Person	3	3
Arson	0	0		Narcotics	1	1
Assault	1	1		Neglect	0	0
Assist Other Agency	23	23		Ordinance	32	32
Attempt to Locate	16	16		Property - Lost/Found	7	7
Bar/Tavern Check	1	1		Prowler	0	0
Bomb Threat	0	0		Public Assist	33	33
Burglary	1	1		Radar	0	0
Civil Situation	3	3		Rape	0	0
Crash - Hit and Run	8	8		Reckless Driving	1	1
Crash - Injury/Non-Injury	7	7		Restraining Order	1	1
Death Investigation	2	2		Robbery	0	0
DHS Referral	0	0		Runaway	1	1
Disturbance	11	11		School Resouce	16	16
DUII	7	7		Sex Offense	1	1
EDP	2	2		Shots Fired	0	0
Elude	0	0		Stalking	0	0
Emergency Message	1	1		Stolen vehicle	3	3
Extra Patrol	8	8		Suicide	5	5
Family Disturbance	5	5		Suspicious Person/Vehicle	34	34
Fight	2	2		Theft	7	7
Field Interview	10	10		Traffic Assist	20	20
Fireworks	0	0		Traffic Stop	134	134
Foot Patrol	5	5		Trespass	6	6
Forgery/Counterfeit	3	3		Vandalism	2	2
Fraud	0	0		Warrant Service	8	8
Harassment	3	3		Welfare Check	20	20
Insecure Premise	7	7				
Intoxicated Subject	0	0				
Man With a Gun	0	0		<b>TOTAL CALLS FOR SERVICE</b>	<b>525</b>	<b>525</b>

**City of Silverton  
Public Works Department**



**MEMO**

**DATE:** February 20, 2024  
**FROM:** Travis Sperle, Public Works Director  
**TO:** Cory Misley, City Manager; City Council Members  
**RE:** **Public Works Department March 4, 2024, City Council Meeting Update**

**ENGINEERING | ADMINISTRATION DIVISION**

**Public Projects:**

- Silver Creek Intake | Supply Line (EDA Grant): Pumps have been installed. Waiting for electrical to be completed.
- ASR Study: Water Resources Commission approved a \$250,000 grant for this study at their June 15-16 meeting. The agreement between the City and OWRD is with the City Manager was signed, in the process of reviewing RFP to be sent out.
- WWTP Screw Press Project: Is moving forward.
- New City Hall: Project under construction and being reviewed by City Staff. New curb and sidewalk. Final paving is set for spring of 2024 for Water Streets.
- 2<sup>nd</sup> Street Reconstruction: Over excavation of 2<sup>nd</sup> Street complete prepping for paving, new curbing poured, new sidewalks to be poured. Catch basin grates to be installed.
- WWTP Blowers Project: Contractor has started work on instrumentation portion of project. Blowers have been installed.
- WWTP UV Screen Project: bar screen at the WWTP upstream of the UV units is completed.
- Sewer CIPP Project: Work set to begin on 1/29/24, permits and traffic plans in place.

**Programs:**

- Banner reservations calendar full for the entirety of March and April.

**Private Projects:**

**Residential (# of lots)**

- Habitat for Humanity Development (**18**): Storm line on Schemmel Lane and Bauman Way complete, work on sewer line set to commence. Work on private storm and sanitary to tie into city system under way.
- Paradise Village Subdivision (**39**): James Street paved and open, dry utilities being installed, prepping for final PW walkthrough.
- Pioneer Village Phase VII (**6**): Sewer system being installed. Rough grading of road completed. Sewer laterals installed, storm and waterline installation to commence. Work on pause for winter weather.

**Commercial**

- Silverton Hospital Expansion: Majority of public improvements completed, waiting for final striping and signage.

## **MAINTENANCE DIVISION**

### **Street**

- Monthly street sweeping.
- Responded to damaged street signs.
- Pothole patching
- Gravel road maintenance as weather allows.

### **Sewer**

- Responded to customer sewer related calls.
- Worked with contractors on new sewer service installations.
- Service lateral replacements or repairs.
- CCTV Coolidge St. sewer mainline.

### **Water**

- Installed and changed out water meters for new construction and failed meters.
- Completed monthly water meter reading routes.
- Installed new water services for new construction.

### **Facilities**

- Maintenance on buildings and grounds including equipment maintenance and vegetation management.
- Pre-planning for new Civic Center needs.

### **Parks**

- Maintenance on buildings and grounds including mowing and vegetation management.
- Graffiti removal.
- Leaf removal.
- Winterizing of park buildings, drinking fountains and sprinkler systems.

## **WATER QUALITY DIVISION**

### **Water Treatment Plant**

- Valve Project update, parts for the project have started to arrive. Work starts late March or early April.
- Routine Quarterly Sampling.
- UCMR5 Sampling completed for the EPA.

### **Wastewater Treatment**

- Treatment plant flows averaging 2mgd,
- Blower Project. Blowers installed and startup 2/21/2024, including operator training.
- UV Bar Screen Project, Installed, Currently runs in Auto with SCADA control coming soon.
- Screw Press Project is underway. Reviewing of Submittals, parts and equipment are ordered.
- NO VIOLATIONS

### **Community Swimming Pool**

- Construction of the new Silver Creek raw water intake is underway.
- Pool Cover installed the week of Oct 16-20.