

CITY OF SILVERTON
CITY COUNCIL WORK SESSION & REGULAR MEETING
Monday, April 15, 2024 – 6:30 PM



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 503-874-2204 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 by 3:00 PM on Monday, April 15, 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/86485301999>

Telephone:

+1 253 215 8782 US (Tacoma)

Webinar ID: 864 8530 1999

AGENDA

6:30 PM WORK SESSION

1. OPENING CEREMONIES – Call to Order, Pledge of Allegiance, and Roll Call

2. DISCUSSION ITEMS

2.1 Overview of City of Silverton Peer Court Program – City Manager Cory Misley

2.2 Discussion on Downtown Parking Pilot Project – Community Development Director Jason Gottgetreu & City Manager Cory Misley

7:30 PM REGULAR MEETING

- 3. 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.

4. CONSENT AGENDA

4.1 Transfer Resolution 24-07 – A Transfer Resolution to Increase the Appropriation for the New City Hall Project and Authorize the City Manager to Increase Corp Inc. Contract by \$98,447.18 for Water Street Paving – Community Development Director Jason Gottgetreu

5. ACTION ITEMS


5.1 Ordinance 24-05 – Amending Silverton Municipal Code Chapter 3.12 to Update Language Regarding the Transient Lodging Tax – City Manager Cory Misley

6. CITY MANAGER UPDATE

7. COUNCIL COMMUNICATIONS

8. ADJOURNMENT

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

	Agenda Item No.:	Topic:
	2.1	Overview of City of Silverton Youth Peer Court
	Agenda Type:	
	Work Session	
	Meeting Date:	
April 15, 2024		
Prepared by:	Reviewed by:	Approved by:
Tammy Shaver & Cory Misley	Cory Misley	Cory Misley

Background:

The Youth Peer Court Coordinator, Cindy Schaeffer, has submitted her resignation effective the end of June 2024. The current structure of the Program has been in place for a couple of decades and an information-gathering discussion was initiated as part of the learning process involving many new staff members. The Program is being moved in the proposed budget for FY 2024-25 from Police Department to Municipal Court (all General Fund).

The City of Silverton, with the City of Mt. Angel, began Youth Peer Court in 1999. The program was originally funded by grants. When grant funding expired and the City of Mt. Angel was no longer able to participate, the City of Silverton began including the administration and program expenses in the City’s budget and the continuation of the Silverton Youth Peer Court.

The Youth Peer Court is an alternative diversion to formal entry into the Criminal Justice system for youth who have committed a violation, misdemeanor, or status offense (conduct which would not be considered a crime if committed by an adult, includes truancy, curfew, etc.). The Silverton Youth Peer Court provides an opportunity for the youth offender and their family to appear before a group of trained youth volunteers, or a jury, for resolution and restorative justice.

To be eligible for Peer Court a youth must admit guilt. This is the first step in accountability and entry into the Youth Peer Court system. An intake meeting by the Peer Court Coordinator follows the admission. Parents are included in all steps of the process. When it is time for the youth’s case to be heard, a parent or guardian is required to be present during the hearing. The Peer Court Jury hears the evidence relevant to the case and are allowed to question the youth. The Jury deliberates and presents an Accountability Form or verdict.

The Silverton Youth Peer Court includes many benefits including, but not limited to, the following:

- Individualized support for the offending youth.
- Successful completion and not future offenses can result in the expungement of their record.
- Sanctions which offer the opportunity to build bridges within the community.
- Support of positive behavior.
- Learning discernment, fairness, thoughtfulness, and integrity.

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

The Silverton Youth Court has been collaborating with over ten local agencies within the community providing service opportunities and treatment programs since its inception.

Budget Impact	Fiscal Year	Funding Source
\$20,000	Each Fiscal Year	General

Attachments:

1. Youth Peer Court Description by Cindy Schaeffer, Coordinator
2. Current Contract for Youth Peer Court Coordinator Services
3. Operation Protocol – Silverton Youth Peer Court Marion County Juvenile Department
4. Notes by City Manager Cory Misley from Meeting with Cindy Schaeffer, HR Manager Tammy Shaver, Chief Jim Anglemier, and Captain Todd Engstrom.

Silverton Youth Peer Court

The Silverton Youth Peer Court (SYPC), established in 1999, is the longest running community based juvenile restorative accountability program in the state of Oregon. It is an alternative diversion to the criminal justice system for youth who have committed a first offense misdemeanor, violation, or status offense. SYPC provides an opportunity for youth and their family to appear before a jury of trained youth volunteers for resolution and full spectrum restorative accountability.

WHO IS ELIGIBLE?

Any youth, 12 - 17 years of age, who has been cited by the Silverton Police within the Silverton community will be eligible to first appear before the Silverton Juvenile Municipal Court, where they will enter a plea. Upon entering a guilty plea, the youth and family will be forwarded to Peer Court for sanctioning. If they choose to enter a not guilty plea they will remain in the Juvenile Municipal Court for further action.

THE PROCESS:

A youth, who has admitted guilt to an offense, will first meet with the Peer Court Coordinator for an Intake Meeting. From that appointment, the date for them to appear in Peer Court will be set. A parent or guardian must accompany the youth in court. The peer court jury is then presented with evidence relevant to the case and through extensive questioning; they deliberate and present an accountability form (or verdict).

BENEFITS FOR YOUTH OFFENDERS:

Youth offenders receive positive, individualized support; youth are given a chance to explain their situation to other teens; and when the sentence is successfully completed and no other offenses are committed, the youth's juvenile record can be expunged or destroyed.

The sanctions offer the youth offender an opportunity to act positively on their situation by building "bridges" to the Silverton community and receive tools to restore or strengthen positive behavioral choices for their future.

OFFENSES:

Youth Peer Court reviews offenses that are referred through municipal court. Some of the typical cases that are heard in peer court include:

- Minor In Possession (MIP) Alcohol
- Minor in Possession (MIP) Marijuana
- Theft II & III
- Criminal Trespass I & II
- Criminal Mischief II & III
- Curfew
- Driving w/out a license (age 15yrs and younger)
- Reckless Burning.

Sentencing may include some combination of the following: Drug/Alcohol Assessment, Community Service, *Jury Duty, Diversion Workshops, Essay, Apologies, & more.

In addition, volunteer youth are the core substance of the program and they are most often involved over the span of their high school years. The volunteer youth learn lifelong skills including discernment, fairness, thoughtfulness, encouragement and integrity, along with organization, self-discipline and how to serve other people in their community.

We offer workshops in our community for theft, job readiness, and drug and alcohol offenses. Our program collaborates with over 10 local agencies for community service opportunities and other treatment programs. All youth offenders participate in community service, and jury duty. Additional sanctions may include further community involvement, counseling, restorative apologies, and personalized activities for asset building.

Cynthia Schaeffer, Coordinator

Cschaeffer@silverton.or.us 503.873.1995

AGREEMENT FOR CONTRACT SERVICES

This agreement is entered into between the City of Silverton, an Oregon Municipal Corporation, (City) and Cynthia D. Schaeffer, a private contractor for the Silverton Youth Peer Court (Contractor).

SECTION 1. TERM OF AGREEMENT:

The term of this Agreement shall begin the 1st day of July, 2017, and shall be undertaken and completed to assure completion in accordance with the purposes of this Agreement. This Agreement shall continue in effect until notice is received per Section 16 Termination of this Agreement, or by written request to open the Agreement for re-negotiation. If the Contractor requests an increase in monthly pay under Section 3, Schedule and Method of Payment, such request shall be made in writing by April 1st, of the preceding fiscal year in which the increase is being sought.

SECTION 2. EMPLOYMENT STATUS:

- A. Contractor certifies that it is not an employee of the City of Silverton by reason of this contract.
- B. Contractor further certifies that it is not an officer, employee or agent of the City of Silverton as those terms are used in ORS 30.265.
- C. Contractor is, for all purposes arising out of this contract, an independent contractor and Contractor shall not be deemed an employee of the City of Silverton. It is expressly understood and agreed that Contractor shall in no event be entitled to any City benefits, workers' compensation benefits, sick or leave benefits by reason of this contract.
- D. Contractor agrees that it has secured or will secure at its own expense, all personnel or employees required to perform services required, expressly or impliedly, under this contract.
- E. City assumes no responsibility for the payment of any compensation, wages, benefits or taxes to Contractor's employees or others by reason of this contract.
- F. Contractor agrees that it shall provide workers' compensation coverage for all subject workers and itself in accordance with Oregon law. Contractor agrees to keep such coverage in force during the entire term of the contract. Contractor shall provide City with certification of coverage within thirty (30) days of the effective date of this contract.
- G. Contractor agrees that any person employed to work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

SECTION 3. SCHEDULE AND METHOD OF PAYMENT:

Contractor shall submit invoices to City for services under this Agreement, not to exceed the amount authorized. Invoices shall include a detailed description of work performed. Contract payments shall be due and payable within twenty (20) days after submission of invoices, subject to approval. City agrees to pay \$1606.50 per month to Contractor for services provided.

SECTION 4. WORK SCHEDULE:

The services of the Contractor are to commence as soon as practicable after the execution of this Agreement and shall be undertaken and completed to assure their completion in accordance with the purposes of this Agreement.

SECTION 5. PERIODIC REPORTS:

The Contractor shall provide quarterly written reports summarizing the activity undertaken on behalf of the City. The reports shall also note work in progress and future actions that the Contractor expects to take in assisting the City. The Contractor shall also advise the City of any significant developments in the peer court as those events shall warrant.

SECTION 6. HOLD HARMLESS:

The Contractor shall indemnify and hold the City harmless against any claim for failure to withhold any taxes or disbursements required by law as a result of the Contractor's status under this Agreement.

SECTION 7. DEFINITION OF CONFIDENTIAL INFORMATION:

As used in this Agreement, the term **Confidential Information** means (1) juvenile information of the City of Silverton, Marion County; (2) information marked or designated by City of Silverton as confidential; (3) information, whether or not in written form and whether or not designated as confidential, which is known to the Contractor as being treated by the City of Silverton as confidential; and (4) information provided to City of Silverton by third parties which City of Silverton is obligated to keep confidential. Confidential information includes, but is not limited to, discoveries, ideas, designs, records, arrests, convictions, restitution, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information.

SECTION 8. OWNERSHIP:

The Contractor acknowledges that all Confidential Information is, and shall continue to be, the exclusive property of City of Silverton, whether or not prepared in whole or in part by the Contractor and whether or not disclosed or entrusted to the Contractor in connection with the

Contractor's work for City of Silverton.

SECTION 9. ACKNOWLEDGMENT OF RECEIPT OF CONFIDENTIAL INFORMATION:

The Contractor acknowledges that in the course of performing the Contractor's duties for City of Silverton, the Contractor will have access to Confidential Information, the ownership and confidential status of which are highly important to City of Silverton, and the Contractor agrees, in addition to the specific covenants contained in this Agreement, to comply with state law and all City of Silverton policies and procedures for the protection of Confidential Information.

SECTION 10. ACKNOWLEDGMENT OF IRREPARABLE HARM:

The Contractor acknowledges that any disclosure of Confidential Information will cause irreparable harm to City of Silverton.

SECTION 11. COVENANT OF DISCLOSURE:

The Contractor agrees not to disclose Confidential Information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of City of Silverton.

SECTION 12. COVENANT OF NON-USE:

The Contractor agrees that the Contractor will not copy, transmit, reproduce, summarize, quote, or make any commercial or other use whatsoever of Confidential Information, except as may be necessary to perform the Contractor's duties for City of Silverton.

SECTION 13. SAFEGUARD OF CONFIDENTIAL INFORMATION:

The Contractor agrees to exercise the highest degree of care in safeguarding Confidential Information against loss, theft or other inadvertent disclosure, and agree generally to take all steps necessary to ensure the maintenance of confidentiality.

SECTION 14. RETURN OF CONFIDENTIAL INFORMATION:

Upon termination of the Contractor's engagement as a Contractor by the City of Silverton, or otherwise as requested, the Contractor will deliver promptly to City of Silverton all Confidential Information, in whatever form, that may be in the Contractor's possession or under the Contractor's control.

SECTION 15. SUCCESSORS AND ASSIGNMENTS:

Each party binds itself, and any partner, successor, executor, administrator or assign to this contract. Neither City nor Contractor shall assign or transfer their interest or obligation hereunder in this contract.

SECTION 16. TERMINATION:

This agreement may be terminated by either party, giving the other party 30 days prior written notice.

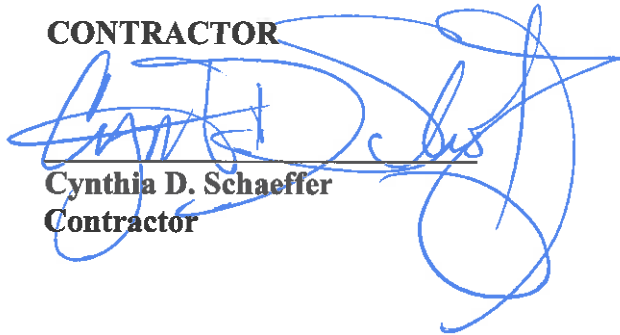
IN WITNESS THEREOF, the parties have caused this Agreement to be signed as of this 26 day of July, 2017.

CITY OF SILVERTON



Jeff Fossholm
Chief of Police

CONTRACTOR



Cynthia D. Schaeffer
Contractor

EXHIBIT A

Silverton Youth Peer Court Peer Court Coordinator Job Description

The position of Peer Court Coordinator shall be a Contract Services position supervised by the City of Silverton. The City of Silverton shall administer program funding for the position.

The Peer Court Coordinator shall be responsible for the management and direction of overall activities of the Silverton Youth Peer Court.

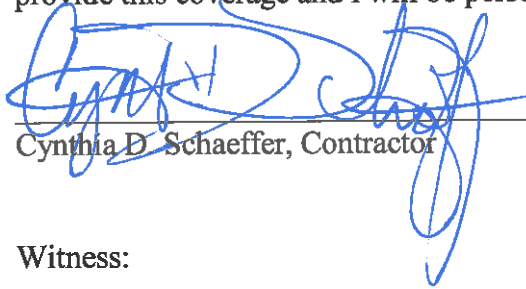
Duties of the Coordinator include, but are not limited to, the following:

- Interview juvenile offenders to determine their eligibility to enter the peer court program and refer eligible or ineligible youth to the appropriate resources for counseling, as necessary.
- Work with the Silverton Juvenile Municipal Court to determine which cases qualify for the peer court.
- Recruit, train and supervise youth and adult peer court volunteers.
- Assist in the development, planning and implementation of the goals and objectives of the peer court program.
- Develop and coordinate community work placements for the purpose of allowing defendants to work off sentences.
- Assist in the development of the budget for the peer court program.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints regarding the peer court.
- Communicate with representatives of the referring agencies to peer court and with the Marion County Juvenile Department
- Oversee docket scheduling, trials and case dispositions to ensure proper court procedures are followed.
- Perform public relations activities such as representing the peer court to youth groups and civic organizations.
- Maintain records and perform general administrative and clerical duties.
- Complete necessary reports for participating law enforcement agencies regarding the activities of the peer court.
- Assist in seeking grant funding and other alternative funding sources for continued peer court operation.
- Perform related duties as assigned.

Addendum to Agreement for Contract Services

In reference to Section 2 (F) of the Agreement for Contract Services:

Because I am a sole proprietor, I am EXEMPT from the requirement to acquire workers' compensation coverage pursuant to ORS 656.027(7). I do not expect the City of Silverton to provide this coverage and I will be personally responsible for any coverage needed.


Cynthia D. Schaeffer, Contractor

7/26/17
Date

Witness:


Jeff Fosholm, Police Chief

7-26-17
Date

Exhibit B

OPERATION PROTOCOL Silverton Peer Court Marion County Juvenile Department

The Marion County Juvenile Department wishes to cooperate with the Silverton Peer Court to offer a juvenile justice diversion to youth from the Silverton Community who meet agreed upon criteria. The following is a protocol on how this will occur.

- 1) Youth will be cited to Juvenile Court by Law Enforcement per current policy.
- 2) The Juvenile Department Intake/Diversion Unit will review referrals received and when appropriate will refer cases to the Silverton Peer Court. Appropriate referrals will meet the following criteria:
 - i) Offenders will be between the ages of 12 – 17
 - ii) Offenders will reside within the boundaries of the Silverton community
 - iii) First time offenders
 - iv) Offenses to be referred will be those listed on appendix A
 - v) The Offense appears to have legal merit
 - vi) In cases involving restitution, co-defendants who reside in Marion County will be referred to Peer Court even if they do not meet criteria B above.
- 3) Appropriate referrals will be routed to the Peer Court Coordinator. The Juvenile Department will open a file and indicate the disposition as "Peer Court".
- 4) If the referral is successful, the peer court will close their file and provide the youth and family with information on expunction. Requests for expunction will be forwarded by the Peer Court Coordinator to the Juvenile Department Intake/Diversion Unit. The Court will order expunction when notified of successful completion of the peer court process.

Exception: All cases involving Minor in Possession of Alcohol, Possession of Marijuana less than one ounce (ORS 475.864 (3)(c), For these cases, the Peer Court file will be returned to the Juvenile Department.

Exhibit B

- 5) A referral may be unsuccessful for the following reasons:
 - (i) The youth and family either do not admit to the offense or do not agree to go through the peer court process.
 - (ii) The youth fails to follow through with the sanctions imposed by the peer court.

- 6) Unsuccessful referrals will be sent back to the Juvenile Department for further action. The peer court will return the original police report with a summary letter indicating why the referral is being sent back. The letter should detail the sanctions imposed, sanctions not completed, other pertinent case information, and a recommendation from the peer court regarding what further action would be appropriate. No additional sanctions will be provided by the Juvenile Department for status offenses.

- 7) If a youth receives a new referral while involved with peer court, the Juvenile Department Intake/Diversion probation officer will contact the Peer Court Coordinator to discuss the case. Possible actions would be:
 - i) Peer court may be appropriate to handle the new referral if it is relatively minor (curfew, MIP tobacco, Criminal Trespass 3, minor traffics, etc).
 - ii) Peer court may continue to handle the original referral and the new referral may be assigned to a Juvenile Department probation officer
 - iii) Peer court may decide to send the original referral back to the Juvenile Department to be dealt with along with the new referral.

- 8) Successful Peer Court cases may apply for expunction 6 months after the final disposition of Peer Court **if** they have received no subsequent referrals. **Exception:** Minor in Possession of Alcohol, Possession of Marijuana less than one ounce, cases will not be eligible for this expungement process.

- 9) Sanctions for youth referred for drug/alcohol referrals will include at least the following sanctions:
 - (i) The Municipal court or Peer Court will hold the youth's driver's license or permit for the duration of the case. Youth will not drive during the duration of the case.
 - (ii) The peer court facilitator has discretion to require participation in a substance abuse education class, in person or online; a

Exhibit B

drug/alcohol evaluation at a certified drug/alcohol treatment provider or other services as deemed appropriate. Youth will participate in education and/or treatment as recommended. (The Municipal Court, Peer Court and Marion County Juvenile Department will be included on release of information agreements with drug/alcohol providers)

(iii) Youth will pay a \$50 supervision fee to the Municipal Court or Peer Court.

- 10) **Note:** For Minor in Possession of Alcohol and Possession of Marijuana less than one ounce charges, the District Attorney has only 6 months from the **date of citation** to file a petition. Therefore, the Juvenile Department needs to be notified when cases are **5 months** from the date of the citation, in order to have enough time to file a petition. This will enable the Juvenile Court to be able to provide a sanction should the youth fail Peer court.
- 11) Material related to drug/alcohol referrals, such as drug/alcohol evaluations, will be kept in a locked cabinet. Peer Court volunteers will not be allowed access to this material.
- 12) The Municipal Court and Peer Court will annually provide the Juvenile Department with a report on number of cases, completion rates and other relevant information and statistics.
- 13) The Municipal Court and/or Peer Court will provide a completion status report on each case handled by the court at the termination of supervision regardless of the outcome of the case.
- 14) Referrals other than those listed in Appendix A may be reviewed on a case-by-case basis.

APPENDIX A

Appropriate Peer Court Referrals:

General age range for Peer Courts is 12 to 17 years of age.

- City Ordinances
- Criminal Mischief 2 and 3
- Criminal Trespass 1 and 2
- Curfew (including Daytime Curfew)
- MIP – Tobacco
- MIP of Alcohol by Consumption or Possession
- Possession of Less than 1 oz Marijuana
- Reckless Burn
- Theft 2 and 3, Theft by Receiving, Theft of Lost or Mislaid Property, Theft by Deception, Theft of Services less than \$750, Mail Theft or Receipt of Stolen Mail
- Traffic, Boating and Game violations/offenses as referred by Municipal Courts – 15 years of age and younger
- Unauthorized Entry of a Motor Vehicle

Silverton Peer Court

Name of Peer Court

(Youth from Mt. Angel may be referred to peer court if their offense occurred in the Silverton city limits.)

* IF THEY OFFEND IN THIS COMMUNITY THEY WILL SERVE HERE.

Silverton Youth Peer Court

Cynthia Schaeffer, Coordinator

April 1, 2024

2- year Overview of Youth Referrals:

Jan -Dec 2022

15 referrals, 15 successful completions of restorative accountability, 12 expunctions
Offenses include: MIP Marijuana, Theft 2/3, Criminal Mischief, Curfew

BUILD BRIDGE

Jan - Dec. 2023

15 referrals, 10 successful completions of restorative accountability, 6 expunctions, 3 re-offending (failed) completions, 2 pending cases
Offenses include: MIP Marijuana, MIP Alcohol, Furnishing Alcohol to Minors, Theft 2/3, Criminal Trespass, False Report to Police Officer

Jan - March (current) 2024

1 referral, 1 pending
Offenses include: MIP Alcohol, MIP Marijuana

Long range overview of Youth Referrals:

November 1999 - March 2024

**350+ Youth Volunteers trained and served, 6 adult Judge volunteers


ALL SERVED LATER AS JUDGES

784 referrals, 680 successful completions of restorative accountability, 104 failed completions, 3 pending

Offenses include: MIP Marijuana, MIP Alcohol, MIP Tobacco/Vape, Furnishing Alcohol to a Minor, Theft 2/3, Criminal Trespass 2/3, Criminal Mischief 2/3, False Report to a Police Officer, Curfew, Under 15 Driving violations, Failure to Wear a Bicycle Helmet

SCHOOL DISTRICT PARTNERSHIP?

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

	Agenda Item No.:	Topic:
	2.2	Downtown Parking Pilot Program
	Agenda Type:	
	Work Session	
Meeting Date:		
April 15, 2024		
Prepared by:	Reviewed by:	Approved by:
Jason Gottgetreu	Cory Misley	Cory Misley

Recommendation:

Discuss and provide direction on a possible Downtown Parking Pilot Program.

Background:

The City’s parking program has had varying degrees of revenue the past few years with meter collections between \$40,000 and \$46,000, parking lot permits between \$9,000 and \$11,000, and parking fine revenue between \$10,000 and \$25,000. Generally, the current program can be estimated to receive between \$59,000 and \$82,000 per year.

Attached is a Parking Meter Inventory Map that was created around 2014. It should be noted that some of the analog meters have likely been replaced with digital meters since the inventory. Also attached is an excerpt of the parking question for the Downtown Improvement Project Survey that has been filtered by respondent type.

We currently have decades of firsthand experience of how the current parking policies operate in theory and reality in downtown. There is general agreement that a change needs to be made. The thought is to use the interim period while planning is underway for the Main Street Improvement Project to experiment with alternative parking policies, and better understand the policies and built-environment needed to result in the desired outcomes to support effective and efficient downtown parking.

One consideration is to temporarily cover the existing parking meters and communicate through various modes to downtown businesses and those using parking spaces in downtown that new parking policies are in place. This could include, but limited to, something as simple as covers saying “Free __ Hour Parking”. We would need to determine the amount of time that feels reasonable to start the pilot project and could adjust it as necessary as more information is gathered. Ideally, this effort would help us better understand, plan for, and ultimately implement a permanent solution in the future. The timeline for that implementation is to be determined.

The Pilot Project would be intended to be low-stakes, temporary, and could potentially be implemented prior to Summer 2024 and monitored through the seasons of activity in downtown.

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

Budget Impact	Fiscal Year	Funding Source
TBD	FY 2023-24	TBD

Attachments:

- 1. Parking Meter Inventory, circa 2014
- 2. Excerpt from the Downtown Improvement Project Survey



Parking Meter Inventory



- 192, 2-hr digital
- 10, 8-hr digital
- 1, 4-hr digital
- 21, 2-hr analog (Penny Meters)
- 10, residential permit
- 2, missing
- 35 in Lewis St Lot
- 271 Total

Attachment 2 - Excerpt from the Downtown Improvement Project Survey

Downtown Improvement Project Survey Results on Parking

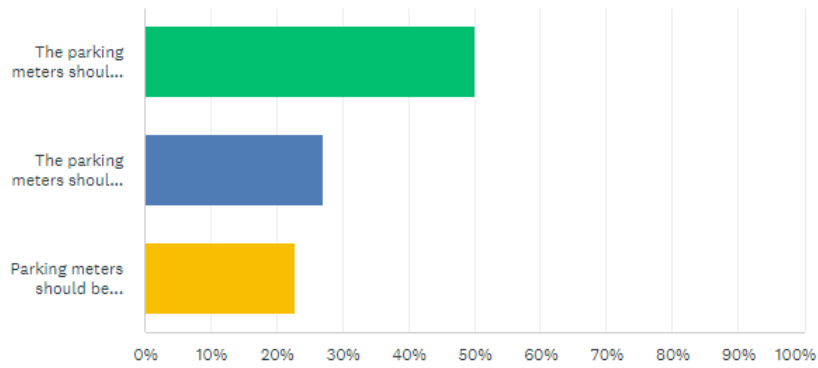
All respondents

Q6

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Parking Meters



Answered: 589 Skipped: 11



ANSWER CHOICES	RESPONSES
▼ The parking meters should stay the same.	50.08% 295
▼ The parking meters should be upgraded to allow use of credit cards (kiosks, parking app, etc.)	26.99% 159
▼ Parking meters should be removed and parking time limit should be enforced through other means.	22.92% 135
TOTAL	589

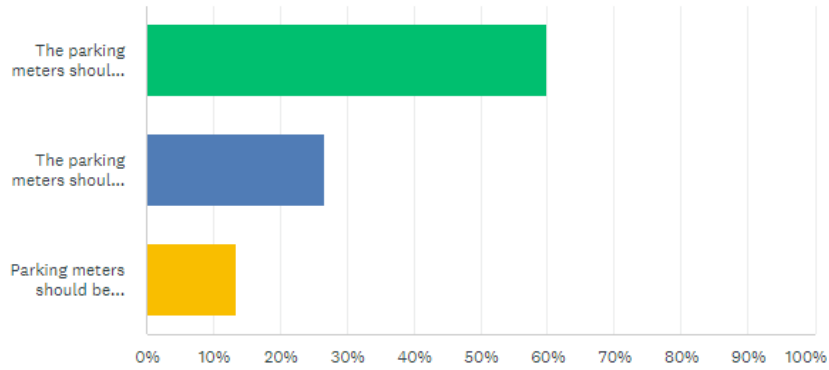
Downtown Property Owners

Q6

 Customize  Save as

Parking Meters



Answered: 15 Skipped: 1



ANSWER CHOICES	RESPONSES
▼ The parking meters should stay the same.	60.00% 9
▼ The parking meters should be upgraded to allow use of credit cards (kiosks, parking app, etc.)	26.67% 4
▼ Parking meters should be removed and parking time limit should be enforced through other means.	13.33% 2
TOTAL	15

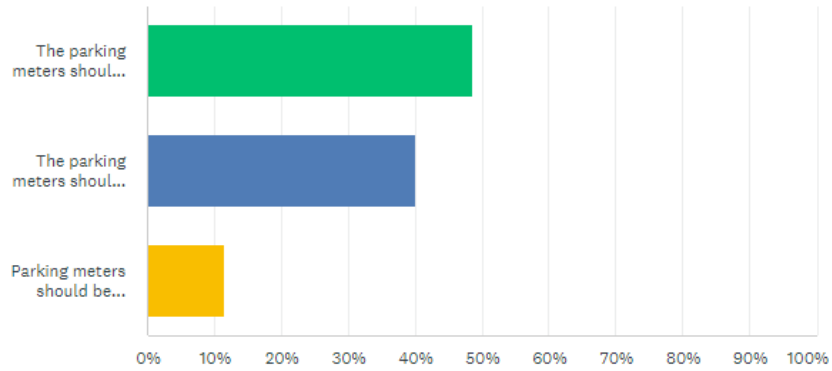
Downtown Business Owners

Q6

 [Customize](#) [Save as](#) 

Parking Meters

Answered: 35 Skipped: 1



ANSWER CHOICES	RESPONSES	
▼ The parking meters should stay the same.	48.57%	17
▼ The parking meters should be upgraded to allow use of credit cards (kiosks, parking app, etc.)	40.00%	14
▼ Parking meters should be removed and parking time limit should be enforced through other means.	11.43%	4
TOTAL		35

Silverton Residents

Q6

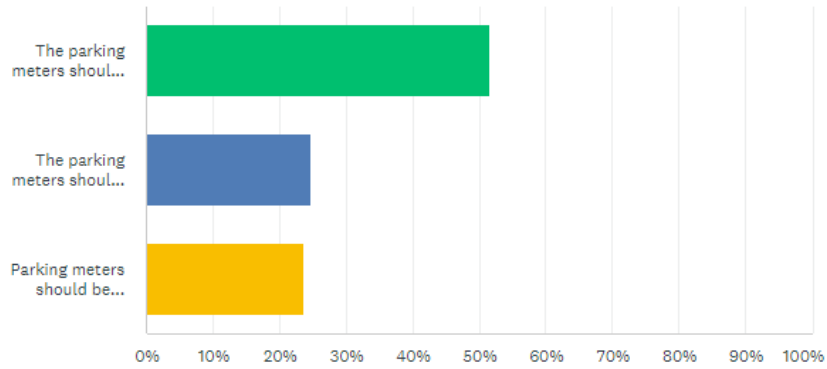


Customize

Save as ▾

Parking Meters

Answered: 508 Skipped: 9



ANSWER CHOICES	RESPONSES
▼ The parking meters should stay the same.	51.57% 262
▼ The parking meters should be upgraded to allow use of credit cards (kiosks, parking app, etc.)	24.80% 126
▼ Parking meters should be removed and parking time limit should be enforced through other means.	23.62% 120
TOTAL	508

Visitors to Silverton

Q6

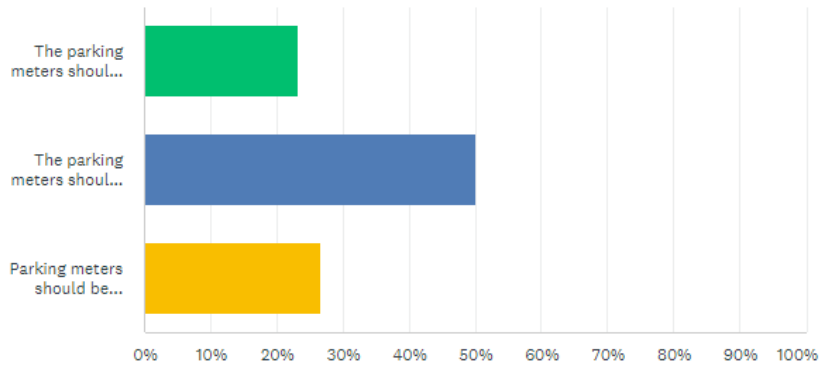


Customize

Save as ▾


Parking Meters

Answered: 30 Skipped: 0



ANSWER CHOICES	RESPONSES	
▼ The parking meters should stay the same.	23.33%	7
▼ The parking meters should be upgraded to allow use of credit cards (kiosks, parking app, etc.)	50.00%	15
▼ Parking meters should be removed and parking time limit should be enforced through other means.	26.67%	8
TOTAL		30

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

	Agenda Item No.:	Topic:
	4.1	Transfer Resolution 24-07 – Increase Appropriation for the Civic Building Project and authorize the City Manager to increase Corp Inc Contract by \$98,447.18.
	Agenda Type:	
	Consent	
	Meeting Date:	
April 15, 2024		
Prepared by:	Reviewed by:	Approved by:
Jason Gottgetreu	Kathleen Zaragoza	Cory Misley

Recommendation:

Adopt Resolution No. 24-07 a Transfer Resolution to increase the appropriation for the Civic Building Project and authorize the City Manager to increase Corp Inc contract by \$98,447.18.

Background:

This change order request is to conduct a full width 3” grind and overlay along North Water Street adjacent to the new City Hall. The original design bid scope was the typical half street improvement. During the project, the City had requested ODOT, the roadway jurisdiction, to pay for the increase in cost over the additional half street improvement to do the full street improvement but they declined. The City has the option to conduct the full street improvement while the contractor and paving contractor are mobilized doing the planned paving work on North Water Street. It is unknown when ODOT would perform improvements to the remaining half of North Water Street if the City were to only undertake the half street improvement.

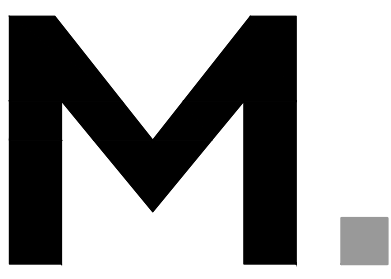
The original change order did not include the installation of the road fabric as required by ODOT, which provides an additional protective layer in road that minimizes water infiltration and reduces cracking. This does add \$25,070.83 to the COR going from the original \$71,376.35 to \$98,447.18.

The funding source for the full street improvement will be the Street Capital Improvement Project Fund via the attached Transfer Resolution.

Budget Impact	Fiscal Year	Funding Source
\$98,448	2023-2024	Street Capital Improvement Fund

Attachments:

1. 3” Grind and Overlay Scope of Work
2. Transfer Resolution 24-07



Architecture - Interiors
Planning - Engineering

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Client

CITY OF SILVERTON

306 S WATER ST,
SILVERTON, OR
97381

Project

SILVERTON CIVIC CENTER

N WATER ST AND A ST
SILVERTON, OR 97381



EXPIRES: 12/31/22

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REVISION SCHEDULE		
Delta	Issued As	Issue Date
A	BID ADD 02	1/25/2022

SHEET TITLE:
N WATER ST, A STREET, AND N 1ST STREET DEMOLITION PLAN

DRAWN BY: ZMP

CHECKED BY: GIM

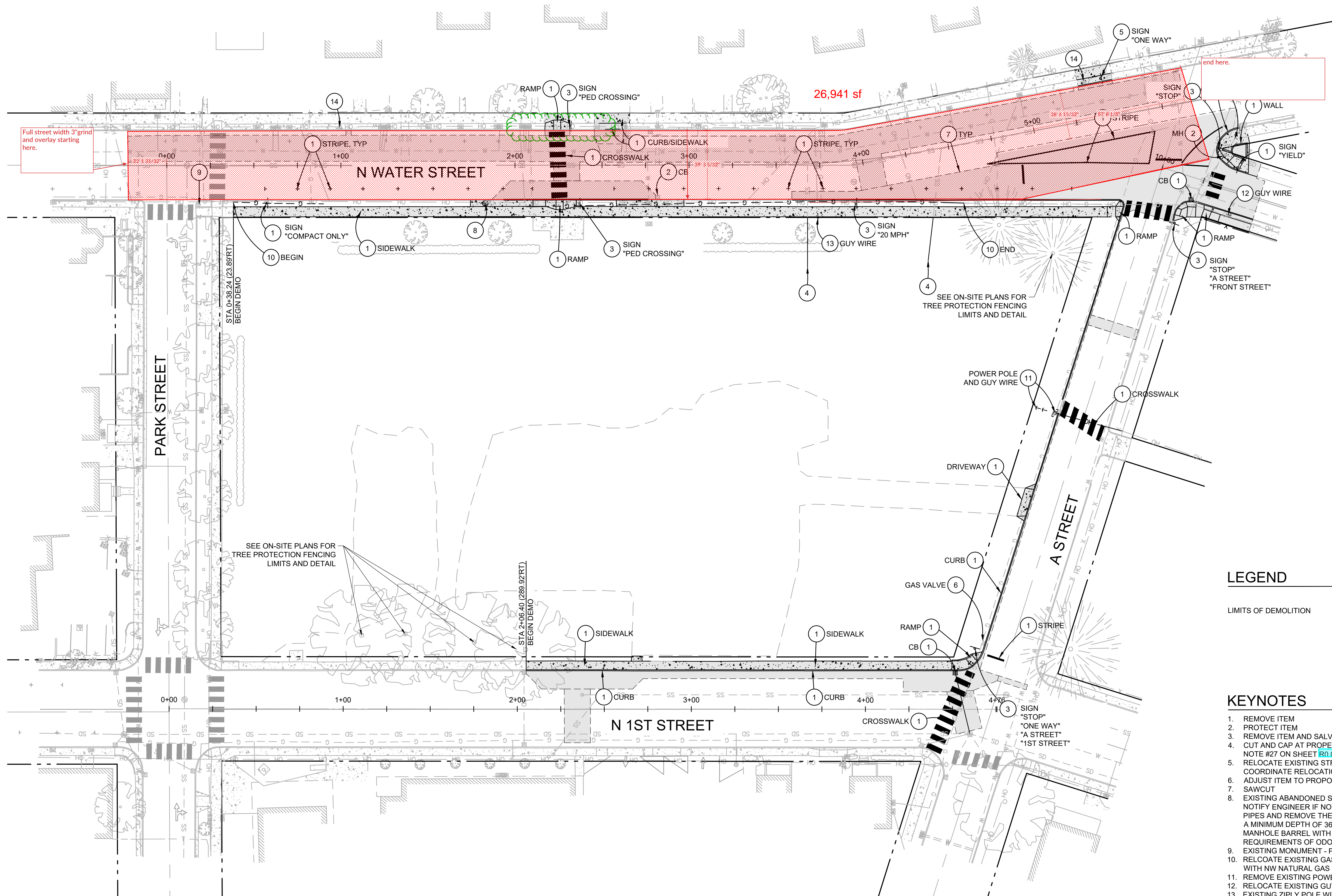
SHEET:

R1.00

JOB NO. **2200068.00**

CONSTRUCTION SET - 03/25/22

220006800\DRAWINGS\CIVIL\PUBLIC\068-R1.00.DWG BTC 03/26/22 17:33 1:30



26,941 sf

Full street width 3' grind and overlay starting here.

end here.

SEE ON-SITE PLANS FOR TREE PROTECTION FENCING LIMITS AND DETAIL

SEE ON-SITE PLANS FOR TREE PROTECTION FENCING LIMITS AND DETAIL

SEE ON-SITE PLANS FOR TREE PROTECTION FENCING LIMITS AND DETAIL

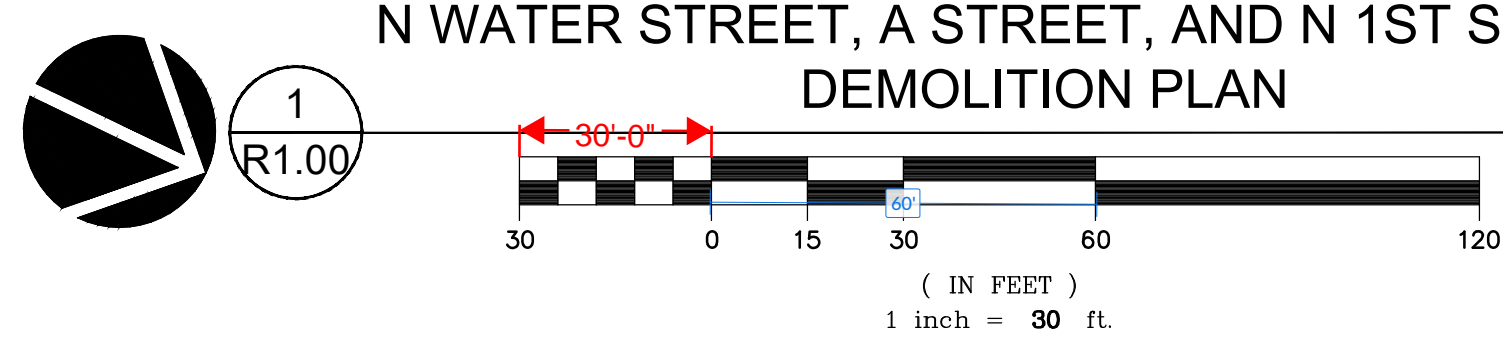
LEGEND

LIMITS OF DEMOLITION [Symbol]

KEYNOTES

- REMOVE ITEM
- PROTECT ITEM
- REMOVE ITEM AND SALVAGE
- CUT AND CAP AT PROPERTY LINE- SEE EXISTING UTILITIES AND FACILITIES NOTE #27 ON SHEET **R0.01**
- RELOCATE EXISTING STREET SIGN, SEE SITE PLAN FOR NEW LOCATION. COORDINATE RELOCATION WITH ZIPLY FIBER
- ADJUST ITEM TO PROPOSED GRADE
- SAWCUT
- EXISTING ABANDONED SANITARY MANHOLE - CONTRACTOR TO VERIFY AND NOTIFY ENGINEER IF NOT ABANDONED. CAP OR PLUG ALL CONNECTING PIPES AND REMOVE THE MANHOLE CONE OR FLAT TOP AND SECTIONS TO A MINIMUM DEPTH OF 36" BELOW FINISH GRADE AND FILL THE REMAINING MANHOLE BARREL WITH GRANULAR MATERIAL MEETING THE REQUIREMENTS OF ODOT SPECIFICATION SECTION 02630
- EXISTING MONUMENT - PROTECT DURING CONSTRUCTION
- RELOCATE EXISTING GAS LINE - SEE SHEETS **R1.11 - R1.13** COORDINATE WITH NW NATURAL GAS
- REMOVE EXISTING POWER POLE AND GUY WIRES - COORDINATE WITH PGE
- RELOCATE EXISTING GUY WIRE - COORDINATE WITH PGE
- EXISTING ZIPLY POLE WITH PGE GUYWIRES. POLE TO REMAIN - PROTECT DURING CONSTRUCTION. COORDINATE REMOVAL OF GUYWIRE WITH PGE
- EXISTING HYDRANT TO BE REMOVED AND RETURNED TO THE CITY

*STRIPING TO BE REMOVED PER ODOT SPECIFICATION SECTION 00225.45



N WATER STREET, A STREET, AND N 1ST STREET - DEMOLITION PLAN

CITY OF SILVERTON
RESOLUTION
24-07

A RESOLUTION OF THE SILVERTON CITY COUNCIL TO TRANSFER FUNDS DUE TO UNFORESEEN EXPENDITURES TO INCREASE APPROPRIATIONS FOR THE CIVIC BUILDING PROJECT.

WHEREAS certain expenditures could not be foreseen such as the need to pay costs to do a full width overlay along North Water Street adjacent to the new City Hall; and

WHEREAS Local Budget Law, ORS 294.463, authorizes the transfer 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>CIVIC BUILDING PROJECT FUND</u>	<u>Increase</u>	<u>Decrease</u>
Revenue		
Transfers In		
225-000-46320 Transfer from Street Capital Imp Fund	\$98,448	
Expenditures		
Building Improvements		
Capital		
225-225-85020 Construction Costs	98,448	
 <u>STREET CAPITAL IMP FUND</u>		
Expenditures		
Transfers Out		
320-320-95225 Transfer to Civic Building Project Fund	98,448	
Street Improvements		
320-320-85020 Construction		\$98,448


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 15th day of April 2024.

ATTEST

Mayor, City of Silverton
Jason Freilinger

City Manager/Recorder, City of Silverton
Cory Misley

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

	Agenda Item No.:	Topic:
	5.1	Proposed Amendments to Municipal Code Chapter 3.12 Transient Occupancy Tax
	Agenda Type:	
	Regular Session	
Meeting Date:		
April 15, 2024		
Prepared by:	Reviewed by:	Approved by:
Cory Misley	Cory Misley	Cory Misley

Background:

In 2008, the City of Silverton adopted Ordinance 2008-05 amending the Municipal Code, Title 3, Revenue and Finance, and added Chapter 3.12 Transient Room Tax (TRT). This created a nine percent tax on the overnight rent charged by an operator of any short-term rental, 30 consecutive calendar days or less. These taxes are also referred to as Transient Occupancy Tax (TOT) which the City changed to that terminology via Ordinance 2018-06, and Transient Lodging Tax (TLT) which these proposed amendments include another name change and to be consistent with the terminology used by the state. More importantly, these amendments provide more specificity and teeth for the City to have intermediaries (such as AirBnb, Vacasa, VRBO, etc.) collect and remit TLT to the City on behalf of their users (Operators) by creating a definition for Hotel Hosting Platform. We currently do not know how many houses are being used as short-term rentals and our code does not provide for a short-term rental program with specific policies outlining their allowance and associated regulations. These amendments will also require Operators to register with the City, allowing us to have a better sense of the existing and future operators.

These code amendments in Ordinance 24-05 were prepared by Ashleigh Dougill, City Attorney with BEH, at my direction after receiving an email from BEH to their clients titled “Updating Your Transient Lodging Tax Ordinance” and consulting with her that we could make some surgical amendments to improve our code without overhauling it.

The City Council discussed these proposed code amendments at the Work Session on April 1st and provided direction to staff to draft an ordinance to bring back for consideration of adoption.

Budget Impact	Fiscal Year	Funding Source
TBD (Revenue)	2023-24 (and future FYs)	Transient Lodging Tax

Attachments:

1. Ordinance 24-05 – Amending Silverton Municipal Code Chapter 3.12 to Update Language Regarding the Transient Lodging Tax

ORDINANCE NO. 24-05

AN ORDINANCE OF THE SILVERTON CITY COUNCIL AMENDING SILVERTON MUNICIPAL CODE CHAPTER 3.12 TO UPDATE LANGUAGE REGARDING TRANSIENT LODGING TAX

WHEREAS, the City of Silverton (“City”) transient lodging tax (“TLT”) code provisions, located in Chapter 3.12 of the Silverton Municipal Code (“SMC”), were last updated in 2018; and

WHEREAS, the City desires to amend and update the regulations currently in place governing the requirements and applicability of SMC 3.12; and

WHEREAS, the City’s objectives can be better met by amending the current language of SMC 3.12, relating to, among other matters (1) transient lodging intermediaries; (2) clarifying TLT exemptions; (3) TLT ownership and transfer; (4) transient lodging intermediary hosting platform fees; and (5) new registration requirements for hotel operators within City limits; and

WHEREAS, the City additionally desires to amend SMC 3.12 in order to ensure compliance with legislative updates and best practices; and

WHEREAS, the City Council desires to approve changes to the Code to amend SMC 3.12.

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

Section 1. The City Council amends the Code and adopts the changes as set forth in the attached Exhibit A.

Section 2. This Ordinance shall take effect on the 30th day after its adoption.

Ordinance adopted by the City Council of the City of Silverton, this ___ day of ___, 2024.

Mayor, City of Silverton
Jason Freiling

ATTEST:

Cory Misley, City Manager/Recorder, City of Silverton

Exhibit A
(Attached PDF)

Exhibit A
Chapter 3.12

3.12.010 Title.

This chapter shall be known as the transient ~~occupancy~~-lodging tax ordinance of the city of Silverton.
(Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 1, 2008)

3.12.020 Definitions.

Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter:

- A. "Accrual accounting" means the operator enters the rent due from a transient on the records when the rent is earned, whether or not it is paid.
- B. "Cash accounting" means the operator does not enter the rent due from a transient on the records until rent is paid.
- C. "Council" means the city council.
- D. "Executive apartment" means a dwelling unit in an apartment complex that is typically rented to corporate executives, company employees, or guests for 30 consecutive calendar days or less.
- E. "Hotel" means any structure, or any portion of any structure, which is occupied, intended or designed for temporary use for dwelling, lodging or sleeping purposes, regardless of whether it is used temporarily or permanently, and includes any hotel, inn, tourist home or house, motel, studio hotel, lodginghouse, roominghouse, executive apartment, public or private dormitory, fraternity, sorority, public or private club, space in a recreational vehicle park, or similar structure or space or portions thereof so occupied.
- F. "Hotel hosting platform" means a business or other person that facilitates the retail provision of hotels by connecting transients with operators, either online or in any other manner, and by collecting and/or receiving a fee for booking services through which a business or other person may offer a hotel. For purposes of this definition, a "hotel hosting platform" may provide booking services through an online platform that (a) allows a business or other person to advertise the hotel through a website provided by the hotel hosting platform, and (b) provides a means for the hotel hosting platform to conduct a transaction by which prospective transients arrange occupancy and payment of rent directly to the hotel hosting platform. For the purposes of this chapter, "hotel hosting platforms" are "operators."
- G**F. "Occupancy" means the use or possession, or the right to the use or possession, of any hotel for lodging or sleeping purposes.

H.G. "Operator" means (1) any person who provides a hotel for occupancy to the general public for compensation. Furnishing accommodations can be done via employees, contractors, agents, or any other person allowed to process reservations and accept payment for the transient lodging on behalf of the transient lodging provider; or (2) any person who facilitates the reservations of a hotel and collects the payment for the hotel from the transient; or (3) any transient lodging provider, transient lodging intermediary, or transient lodging tax collector as defined in ORS 320.300~~the person who is proprietor of the hotel in any capacity. Where the operator performs the functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an operator for the purposes of this chapter and shall have the same duties and liabilities as the principal. Compliance with the provisions of this chapter by either the principal or the managing agent shall be considered to be compliance by both.~~

I.H. "Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit.

J.J. "Rent" means the consideration charged, whether or not received by the operator, for the occupancy of space in a hotel, valued in money, goods, labor, credits, property or other consideration valued in money, without any deduction.

K.J. "Rent package plan" means the consideration charged for both food and rent where a single rate is made for the total of both. The amount applicable to rent for determination of transient ~~occupancy lodging~~ tax under this chapter shall be the same charge made for rent when not a part of a package plan.

L.K. "Tax" means either the tax payable by the transient or the aggregate amount of taxes due from an operator during the period for which the transient is required to report the collections.

M.L. "Tax administrator" means the finance director of the city, or the designee or delegee of the director, as applicable.

N.M. "Transient" means any individual who exercises occupancy or is entitled to occupancy in a hotel. (Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 2, 2008)

3.12.030 Tax imposed.

A. For the privilege of occupancy in any hotel in the city, each transient shall pay a tax in the amount of nine percent of the rent charged by the operator. The tax constitutes a debt owed by the transient to the city, which is extinguished only by payment by the operator to the city. The transient shall pay the tax to the operator of the hotel at the time the rent is collected if the operator keeps records on the cash

accounting basis, and when earned if the operator keeps records on the accrual accounting basis paid.

The operator shall enter the tax on its records when rent is collected if the operator keeps its records on the cash accounting basis and when earned if the operator keeps its records on the accrual accounting basis. If rent is paid in installments, a proportionate share of the tax shall be paid by the transient to the operator with each installment. In all cases, the rent paid or charged for occupancy shall exclude the sale of any goods, services and commodities.

B. The city shall dedicate net revenue from the transient ~~occupancy~~ lodging tax per the provisions of ORS [320.350](#)(6).

C. The council shall establish a process to award grants related to the promotion of tourism and to support tourism-related facilities in the city of Silverton. ~~(Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 3, 2008)~~

3.12.040 Exemptions.

No tax imposed under this chapter shall be imposed upon:

A. Any occupant of a dwelling unit leased or otherwise occupied by the same person for more than 30 consecutive calendar days with respect to any rent imposed for the period commencing after the first 30 days of such consecutive occupancy. The requirements of this subsection are satisfied even if the hotel unit changes during the consecutive period, if (a) all hotel units occupied are within the same hotel; and (b) the occupant paying for the hotel is the same person throughout the consecutive period.;

B. Any occupant whose rent is of a value less than \$2.00 per day;

C. A dwelling unit in a hospital, health care facility, long-term care facility or any other residential facility that is licensed, registered or certified by the Oregon Department of Human Services or the Oregon Health Authority;

D. A dwelling unit in a facility providing treatment for drug or alcohol abuse or providing mental health treatment;

E. A dwelling unit that is used by members of the general public for temporary human occupancy for fewer than 30 days per year;

F. A dwelling unit, the consideration for which is funded through a contract with a government agency and the purpose of which is to provide emergency or temporary shelter.

G. A dwelling unit at a nonprofit youth or church camp, nonprofit conference center or other nonprofit facility ~~Any occupant whose rent is paid for a hospital room or to a medical clinic, convalescent home or home for aged people, or to a public institution owned and operated by a unit of the government. (Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 4, 2008)~~

3.12.050 Tax collected by operator – Enforcement.

A. Every operator renting hotel rooms or space for lodging or sleeping purposes in the city, the occupancy of which is not exempted under the terms of this chapter, shall collect a tax from the occupant. The tax collected or accrued by the operator constitutes a debt owing by the operator to the city.

B. In all cases of credit or deferred payment of rent, the payment of tax to the operator may be deferred until the rent is paid, and the operator shall not be liable for the tax until credits are paid or deferred payments are made. Adjustments may be made for uncollectibles.

C. The tax administrator shall enforce provisions of this chapter and shall have the power to adopt rules and regulations not inconsistent with this chapter as may be necessary to aid in the enforcement.

D. For rent collected on portions of a dollar, fractions of a penny of tax shall not be remitted.

E. The operator shall be permitted to deduct as a personal collection expense five percent of the amount of taxes collected. (Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 5, 2008)

3.12.060 Operator – Duties and responsibilities.

A. Each operator shall collect the tax imposed by this chapter at the same time as the rent is collected from every transient. The amount of tax shall be separately stated upon the operator's records, and any receipt rendered by the operator. No operator of a hotel shall advertise that the tax or any part of the tax will be assumed or absorbed by the operator, or that it will not be added to the rent, or that, when added, any part will be refunded, except in the manner provided by this chapter.

B. Every operator is deemed to hold the amount of city tax imposed pursuant to this chapter collected in trust for the city. While holding the payment in trust for the city, an operator may commingle the tax proceeds with the operator's funds, but the operator is not the owner of tax proceeds, except that, when a return is filed, the operator becomes the owner of the administrative fee authorized to be retained. Operators may choose to file returns and remit payment based on amounts accrued but not yet collected. The operator is liable for any tax that should have been collected from the transient, except in cases of nonpayment of rent by the transient. (~~Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 6, 2008~~)

3.12.070 Hotel Hosting Platform Fees.

A. A hotel hosting platform may collect a fee for booking services in connection with hotels only when those hotels are lawfully registered as operators with the city, and have obtained and maintain all applicable permits, certificates, and approvals to operate in the city.

B. Operators who receive any portion of the rent and the hotel hosting platform that provides booking service are jointly and severally liable for the tax, which shall in no event be collected more than once.

3.12.080 Registration of Operator.

A. Every person who is an operator of a hotel in the city must register with the tax administrator on a form provided by the city. Operators engaged in business at the time this section takes effect must register no later than 30 calendar days after this section takes effect. Operators starting business after this section takes effect must register within 15 calendar days after commencing business.

B. Delay in registration does not relieve any person from the obligation of payment or collection of the tax. The registration must state the name under which the operator conducts business, the business location, and other information as the tax administrator may require. The operator must sign the registration. Within 10 days of registration, the tax administrator will issue a certificate of authority to each registrant to collect the tax. Certificates are not assignable or transferable and must be surrendered to the tax administrator upon the cessation of business at the location named or upon its sale or transfer of the business. Each certificate will state the place of business to which it is applicable and must be prominently displayed to be seen and recognized by all occupants and persons seeking occupancy. Each certificate will state:

1. The name of the operator;
2. The address of the hotel;
3. The date the city issued the certificate; and

C. This certificate shall signify that the operator named has fulfilled the requirements of the Transient Lodging Tax Ordinance by registration with the tax administrator to collect the transient lodging taxes imposed by the city and remitting them to the tax administrator. This certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business in an unlawful manner, or to operate a hotel without compliance with all local applicable laws.

3.12.0970 Payment – Returns – Due date.

A. The tax imposed by this chapter shall be paid by the transient to the operator at the time rent is paid. All amounts of such taxes collected by any operator are due and payable to the tax administrator on a no later than quarterly basis on the fifteenth day of the following month for the preceding month(s), and are delinquent on the last day of the month in which they are due. The tax administrator has authority to classify and/or district the operators for determination of applicable tax periods, and shall notify each operator of the due and delinquent dates for the operator's returns. The initial return under this chapter may be for less than the three months preceding the due date; thereafter, returns shall be made for the applicable monthly or quarterly period.

B. On or before the fifteenth day of the month following each collection period, a return for the preceding month's or quarter's tax collections shall be filed with the tax administrator. The return shall be filed in such form as the tax administrator may prescribe by every operator liable for payment of tax.

C. The operator is entitled to the administrative fee. If a hotel has multiple operators, they are not entitled to retain additional fees.

D. If a hotel is sold, or ownership is otherwise transferred during a calendar quarter, the amount of taxes collected in such partial quarter shall be paid by the operator to the tax administrator prior to or concurrent

with ownership transfer, and shall be considered delinquent on the last day of the month in which they are due.

E.C. Returns shall show the amount of tax collected or otherwise due for the related period. The tax administrator may require returns to show the total rentals upon which tax was collected or otherwise due, gross receipts of operator for such period and an explanation in detail of any discrepancy between such amounts, and the amount of rents exempt, if any.

F.D. The person required to file the return shall deliver the return, together with the remittance of the amount of the tax due, to the tax administrator, either by personal delivery or by mail. If the return is mailed, the postmark shall be considered the date of delivery for determining delinquencies.

G.E. For good cause, the tax administrator may extend for not to exceed one month the time for making any return or payment of tax. No further extension shall be granted, except by the council. Any operator to whom an extension is granted shall pay interest ~~at the rate of one percent per month on the amount of tax due without proration for a fraction of a month. If a return is not filed, and the tax and interest due are not paid by the end of the extension granted, then the interest shall become a part of the tax for computation of penalties described elsewhere in this chapter~~ in accordance with Section 3.12.100.

H.F. The tax administrator, if deemed necessary in order to ensure payment or facilitate collection by the city of the amount of taxes in any individual case, may require returns and payment of the amount of taxes for other than quarterly periods. ~~(Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 7, 2008)~~

3.12.100~~80~~ Delinquent returns – Penalties and interest.

A. Original Delinquency. Any operator who has not been granted an extension of time for remittance of tax due and who fails to remit any tax imposed by this chapter prior to the delinquency shall pay a penalty of 10 percent of the amount of the tax due in addition to the amount of the tax.

B. Continued Delinquency. Any operator who has not been granted an extension of time for remittance of tax due and who failed to pay any delinquent remittance on or before a period of 30 days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of 15 percent of the amount of the tax due plus the amount of the tax and the 10 percent penalty first imposed. (Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 8, 2008)

C. Interest. In addition to any other penalties imposed by this chapter, any operator that fails to remit any tax imposed by this chapter must pay interest on delinquent taxes at the same rate established under

ORS 305.220 for each month, or fraction of a month, from the date on which the remittance first became delinquent until paid. Penalties that are owed are not included for the purpose of calculating interest. If an operator fails to file a return or pay the tax as required, a penalty shall be imposed in the same manner and amount provided under ORS 314.400.

3.12.11~~090~~ Fraud.

If the tax administrator determines that the nonpayment of any remittance due under this chapter is due to fraud or intent to evade the provisions thereof, a penalty of 25 percent of the amount of the tax shall be added thereto in addition to the penalties stated in SMC 3.12.0803.12.100. (~~Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 9, 2008~~)

3.12.12~~00~~ Failure to report.

In addition to the penalties imposed, any operator who fails to remit any tax imposed by this chapter shall pay interest at the rate of one-half of one percent per month or fraction thereof without proration for portions of a month, on the amount of the tax due, exclusive of penalties, from the date on which the remittance first became delinquent until paid. (Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 10, 2008)

3.12.13~~40~~ Penalties merged with tax.

Every penalty imposed and such interest as accrues under the provisions of this section and SMC 3.12.10~~080~~, 3.12.11~~090~~, 3.12.12~~00~~ and 3.12.14~~20~~ shall be merged with and become a part of the tax required to be paid by this chapter. (Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 11, 2008)

3.12.14~~20~~ Petition for waiver.

Any operator who fails to remit the tax levied in this chapter within the time stated in this chapter shall pay the penalties stated in this chapter; provided, however, the operator may petition the council for waiver and refund of the penalty or any portion thereof and the council may, if a good and sufficient reason is shown, waive and direct a refund of the penalty or any portion thereof. (Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 12, 2008)

3.12.15~~30~~ Deficiency determinations – Notification procedures.

A. If the tax administrator determines that the returns are incorrect, the tax administrator may compute and determine the amount required to be paid upon the basis of the facts contained in the return or returns, or upon the basis of any information within the tax administrator's possession or that may come into the tax administrator's possession. One or more deficiency determinations may be made of the amount due for one, or more than one, period, and the amount so determined shall be due and payable immediately upon service of notice as provided in this chapter after which the amount determined is delinquent. Penalties on deficiencies shall be applied as set forth in SMC 3.12.10~~080~~ through 3.12.14~~20~~.

B.A. In making a determination the tax administrator may offset overpayments, if any, which may have been previously made for a period or periods, against any underpayment for a subsequent period or periods, or against penalties and interest on the underpayments. The interest on underpayments shall be computed in the manner set forth in SMC ~~3.12.10080~~ through ~~3.12.1420~~.

C.B. The tax administrator shall give to the operator or occupant a written notice of determination. The notice may be served personally or by mail. If by mail, the notice shall be addressed to the operator at the address as it appears on the records of the tax administrator. In case of service by mail or any notice required by this chapter, the service is complete at the time of deposit in the United States Post Office.

D.C. Except in the case of fraud or intent to evade this chapter or authorized rules and regulations, every deficiency determination shall be made and notice thereof mailed within three years after the last day of the month following the close of the quarterly period for which the amount is proposed to be determined or within three years after the return is filed, whichever period expires later.

E.D. Any determination shall become due and payable immediately upon receipt of notice and shall become final within 10 days after the tax administrator has given notice thereof; provided, however, the operator may petition redemption and refund if the petition is filed before the determination becomes final as provided in this chapter. (Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 13, 2008)

3.12.1640 Failure to collect tax.

If any operator fails or refuses to collect the tax or to make within the time provided in this chapter any report and remittance of the tax or any portion thereof required by this chapter, or makes a fraudulent return or otherwise willfully attempts to evade this chapter, the tax administrator shall proceed in such manner as deemed best to obtain facts and information on which to base an estimate of the tax due. As soon as the tax administrator has determined the tax due that is imposed by this chapter from any operator who has failed or refused to collect the same and to report and remit the tax, the tax administrator shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this chapter. In case such determination is made, the tax administrator shall give a notice in the manner aforesaid of the amount so assessed. Such determination and notice shall be made and mailed within three years after discovery by the tax administrator of any fraud, intent to evade or failure or refusal to collect the tax, or failure to file return. Any determination shall become due and payable immediately upon receipt of notice and shall become final within 10 days after the administrator has given notice thereof; provided, however, the operator may petition for redemption and refund if the petition is filed before the determination becomes final as provided in this chapter. (Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 14, 2008)

3.12.1750 Operator delay.

If the tax administrator believes that the collection of any tax or any amount of tax required to be collected and paid to the city will be jeopardized by delay, or if any determination will be jeopardized by delay, the tax administrator shall thereupon make a determination of the tax or amount of tax required to be collected, noting the fact upon the determination. The amount so determined as provided in this chapter shall be immediately due and payable, and the operator shall immediately pay such determination to the tax administrator after service of notice thereof; provided, however, the operator may petition, after payment has been made, for redemption and refund of such determination, if the petition is filed within 10 days from the date of service of notice by the tax administrator. (Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 14, 2008)

3.12.1860 Petition for redetermination and refund.

A. Any person against whom a determination is made under SMC [3.12.1530](#), [3.12.1640](#) or [3.12.1750](#), or any person directly interested, may petition for a redetermination of redemption and refund within ~~the time required in SMC [3.12.130](#), [3.12.140](#) or [3.12.150](#)~~ 10 business days of service of notice of a determination. ~~If a petition for redetermination and refund is not filed within the time required in SMC [3.12.130](#), [3.12.140](#) or [3.12.150](#), the determination becomes final at the expiration of the allowable~~ The determination of the tax administrator becomes final 10 days after service of notice upon the person, unless appeal of such order or decision is filed with the tax administrator within 10 days after service of such notice ~~time.~~

B. If a petition for redetermination and refund is filed within the allowable period, the tax administrator shall reconsider the determination, and, if the person has so requested in the petition, shall grant the person an oral hearing and shall give 10 days' notice of the time and place of the hearing. The tax administrator may continue the hearing from time to time as may be necessary.

C. The tax administrator may decrease or increase the amount of the determination as a result of the hearing, and if an increase is determined such increase shall be payable immediately after the hearing.

D. The order or decision of the tax administrator upon a petition for redetermination of redemption and refund becomes final 10 days after service upon the petitioner of notice thereof, unless appeal of such order or decision is filed with the council within 10 days after service of such notice.

E. No petition for redetermination of redemption and refund or appeal therefrom shall be effective for any purpose unless the operator has first complied with the payment provisions of this chapter. (~~Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 15, 2008~~)

3.12.1970 Security for collection.

A. The tax administrator, whenever deemed necessary to ensure compliance with this chapter, may require any operator subject thereto to deposit security in the form of cash, bond or other security as the tax administrator may determine. The amount of the security shall be fixed by the tax administrator but shall not be greater than twice the operator's estimated average quarterly liability for the period for which a return is filed, determined in such manner as the tax administrator deems proper, or \$5,000, whichever amount is the lesser. The amount of the security may be increased or decreased by the tax administrator subject to the limitations provided in this chapter.

B. At any time within three years after any tax or any amount of tax required to be collected becomes due and payable or at any time within three years after any determination becomes final, the tax administrator may bring an action in the courts of the state, or any other state, or of the United States, in the name of the city to collect the amount delinquent together with penalties and interest. The city is entitled to pursue reasonable attorneys' fee in any legal action brought to collect on amount owed to the city under this section. (~~Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 16, 2008~~)

C. The city may record a lien in the city's lien docket against any real property owned by an operator who receives any portion of the rent from a hotel located within the city as to any delinquent remittances by the operator.

3.12.20180 Refund procedures.

A. Refunds by City to Operator. Whenever the amount of any tax, penalty or interest has been paid more than once or has been erroneously or illegally collected or received by the tax administrator under this chapter, it may be refunded, provided a verified claim in writing thereof, stating the specific reason upon which the claim is founded, is filed with the tax administrator within three years from the date of payment. The claim shall be made on forms provided by the tax administrator. If the claim is approved by the tax administrator, the excess amount collected or paid may be refunded or may be credited on any amounts then due and payable from the operator from whom it was collected or by whom paid, and the balance may be refunded to such operator or the operator's administrators, executors or assignees.

B. Refunds by City to Transient. Whenever the tax required by this chapter has been collected by the operator, and deposited by the operator with the tax administrator, and it is later determined that the tax was erroneously or illegally collected or received by the tax administrator, it may be refunded by the tax administrator to the transient, provided a verified claim in writing thereof, stating the specific reason on which the claim is founded, is filed with the tax administrator within three years from the date of payment. (~~Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 17, 2008~~)

C. Refunds by Operator to Occupant. If an occupant has paid tax to an operator but stays a total of 30 or more consecutive days in the same hotel, the operator shall refund the occupant any tax collected for any

portion of the continuous stay. The operator shall account for the collection and refund to the city manager. If the operator has remitted the tax prior to the refund or credit to the occupant, the operator shall be entitled to a corresponding refund or offset if the claim for refund is filed within three years from the date of collection.

D. Burden of Proof. The person claiming the refund shall have the burden of proving the facts that establish the basis for the refund.

3.12.21~~190~~ Recordkeeping.

Every operator shall keep guest records of room sales and accounting books and records of the room sales at the location of the hotel in the city. All records shall be retained by the operator for a period of three years and six months after they come into being. (Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 18, 2008)

3.12.22~~200~~ Examination of records.

The tax administrator, or any person authorized in writing by the tax administrator, may examine during normal business hours the books, papers and accounting records relating to room sales of any operator, after notification to the operator liable for the tax, and may investigate the business of the operator in order to verify the accuracy of any return made, or if no return is made by the operator, to ascertain and determine the amount required to be paid. Examination of the records shall take place at the hotel location. (Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 19, 2008)

3.12.23~~10~~ Confidentiality.

The tax administrator or any person having an administrative or clerical duty under the provisions of this chapter shall protect the confidential business operations or similar information obtained to implement this chapter; provided, that nothing in this section shall be construed to prevent:

- A. The disclosure to, or the examination of records and equipment by, another city official, employee or agent for collection of taxes for the sole purpose of administering or enforcing any provisions of this chapter, or collecting taxes imposed under this chapter.
- B. The disclosure, after the filing of a written request to that effect, to the taxpayer, receivers, trustees, executors, administrators, assignees and guarantors, if directly interested, of information as to any paid tax, any unpaid tax or amount of tax required to be collected, or interest, and penalties; provided, however, that the tax administrator approves each such disclosure and that the tax administrator may refuse to make any disclosure referred to in this subsection when the public interest would suffer thereby.
- C. The disclosure of the names and addresses of any person owning/operating a transient lodging facility.
- D. The disclosure of general statistics regarding taxes collected or business done in the city.

E. The disclosure of information in accordance with the public records law. (Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 20, 2008)

3.12.24~~20~~ Appeals to council.

Any person aggrieved by any decision of the tax administrator may appeal to the council, by filing a notice of appeal with the tax administrator within 10 days of the serving or the mailing of the notice of the decision given by the tax administrator. The tax administrator shall transmit the notice of appeal, together with the file of such appealed matter, to the city manager, who shall fix a time and place for hearing such appeal from the decision of the tax administrator. The city manager shall give the appellant not less than 10 days' written notice of the time and place of hearing of such appealed matter. Action by the council on appeals shall be decided by a majority of the members present at the meeting where such appeal is considered. The city council may agree to a compromise of the amount of tax remittance if there is a good faith dispute over the amount owing. Action by the council on appeals is final. (~~Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 21, 2008~~)

3.12.25~~30~~ Violation – Penalty.

Any operator or other person who fails or refuses to register as required under this chapter; or fails or refuses to furnish any return, supplemental return or other data required in this chapter or by the tax administrator, or, with intent to defeat or evade the determination of any amount due under this chapter, shall make, render, sign or verify any false or fraudulent report, commits an offense which constitutes a violation of this chapter punishable in accordance with the general penalty provisions of SMC 1.08.010. (~~Ord. 18-06 § 1 (Exh. A), 2018; Ord. 08-05 § 22, 2008~~)