

CITY OF SILVERTON
CITY COUNCIL REGULAR MEETING
Monday, June 17, 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, June 17, 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:
City Council

<https://us02web.zoom.us/j/84741152521>
Webinar ID: 847 4115 2521

AGENDA

6:30 PM REGULAR MEETING

- 1. OPENING CEREMONIES – Call to Order, Pledge of Allegiance, and Roll Call**
- 2. PUBLIC COMMENT** – This is the only time for public comment during this business meeting of the City Council unless a public hearing is scheduled for a specific matter. 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. Individuals are limited to three (3) minutes.
- 3. PUBLIC HEARING**
 - 3.1 Resolution 24-09 - A Resolution of the City Council of the City of Silverton Determining Eligibility to Receive State Shared Revenues – *AND* – Resolution 24-10 – A Resolution of the City Council of the City of Silverton Declaring the City’s Election to Receive State Shared Revenue – Cory Misley, City Manager and Kathleen Zaragoza, Deputy City Manager/Finance Director
 - 3.2 Resolution 24-11 – A Resolution of the City Council of Silverton Adopting the Budget for Fiscal Year 2024-2025, Impose and Categorize Taxes and Make

Appropriations – Cory Misley, City Manager and Kathleen Zaragoza Deputy City Manager/Finance Director

4. CONSENT

- 4.1 Silvertown Chamber of Commerce Lease Agreement Extension – Cory Misley, City Manager
- 4.2 Silvertown Chamber of Commerce, Visitor Center/Destination Management Agreement Extension – Cory Misley, City Manager
- 4.3 Resolution 24-14 – Amending the City of Silvertown Financial Management Policies – Kathleen Zaragoza, Deputy City Manager and Finance Director
- 4.4 City Hall Update and Change Order Ratification – Jason Gottgetreu, Community Development Director

5. ACTION


- 5.1 Ordinance 24-09 – Amending the Silvertown Municipal Code, Chapter 2.40 to Ensure Background Check Language is Consistent and Authorize the Human Resource Manager to Conduct Criminal Background Checks Using the Law Enforcement Data System and National Crime Information Center – Cory Misley, City Manager
- 5.2 Resolution 24-13 – A Resolution of the Silvertown City Council Updating the Master Fee Schedule – Cory Misley, City Manager and Kathleen Zaragoza, Deputy City Manager and Finance Director
- 5.3 Resolution 24-12 – A Resolution of the Silvertown City Council Extending the City of Silvertown Workers’ Compensation Coverage to Certain Volunteer Positions – Cory Misley, City Manager and Kathleen Zaragoza, Deputy City Manager and Finance Director
- 5.4 Family YMCA of Marion & Polk Counties, Silvertown Community Pool Operations Agreement Extension – Cory Misley, City Manager

6. STAFF COMMENTS

7. COUNCIL COMMUNICATIONS

8. ADJOURNMENT

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

	Agenda Item No.:	Topic:
	3.1	Resolution No. 24-09 – To determine the eligibility to receive State Shared Revenue and Resolution No. 24-10 – Declaring the election to receive State Shared Revenue
	Agenda Type:	
	Public Hearing	
	Meeting Date:	
June 17, 2024		
Prepared by:	Reviewed by:	Approved by:
Kathleen Zaragoza	Sheena Lucht	Cory Misley

Recommendation:

Motion to adopt Resolution No. 24-09 determining the eligibility to receive State Shared Revenue. Adopt Resolution No. 24-10 declaring the City’s election to receive State Shared Revenue and to use it for General Fund purposes.

Background:

The City is required to hold a public hearing during the Budget Committee meeting process and again at a City Council meeting to allow public input on deciding whether to allow the City to receive State Shared Revenue and the purpose the funds may be used. At the May 7, 2024, Budget Committee meeting, the required public hearing was held, and the Budget Committee approved a motion to accept State Shared Revenues for General Fund purposes.

A second required public hearing must take place at a City Council meeting. That public hearing is part of the agenda for tonight. The City Council must pass a resolution to determine the City’s eligibility to receive State Shared Revenues, and a resolution to declare its election to receive State Shared Revenues and the purpose the funds may be used for.

Without the two public meetings, and adoption of the two resolutions, the City of Silverton would not be able to participate in the State Shared Revenues.

Budget Impact	Fiscal Year	Funding Source
\$120,800	2024-2025	General Fund

Attachments:

1. Resolution No. 24-09
2. Resolution No. 24-10

CITY OF SILVERTON
RESOLUTION
24-09

A RESOLUTION OF THE SILVERTON CITY COUNCIL DETERMINING ELIGIBILITY TO RECEIVE STATE SHARED REVENUES

WHEREAS ORS 221.760 provides as follows:

The officer responsible for disbursing funds to cities under ORS 323.455, 366.785, to 366.820 and 471.805 shall, in the case of a City located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the City provides four or more of the following services:

1. Police protection
2. Fire protection
3. Street construction, maintenance, and lighting
4. Sanitary sewers
5. Storm sewers
6. Planning, zoning, and subdivision control
7. One or more utility services

WHEREAS City Officials recognize the desirability of assisting the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760.

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

Section 1: The City of Silverton hereby certifies that it provides the following four or more municipal services enumerated in Section 1, ORS 221.760:

1. Police protection
2. Street construction, maintenance, and lighting
3. Sanitary sewers
4. Storm sewers
5. Planning, zoning, and subdivision control
6. Water utility services
7. Sewer utility services

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

Resolution adopted by the City Council of the City of Silverton, the 17th day of June 2024.

Mayor, City of Silverton
Jason Freilinger

ATTEST:

City Manager/Recorder, City of Silverton
Cory Misley

CITY OF SILVERTON
RESOLUTION
24-10

A RESOLUTION OF THE SILVERTON CITY COUNCIL DECLARING THE CITY'S ELECTION TO RECEIVE STATE SHARED REVENUE

WHEREAS the City of Silverton must declare its election to receive state shared revenue.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SILVERTON RESOLVES AS FOLLOWS:

Section 1: Pursuant to ORS 221.770, the City hereby elects to receive state shared revenue for Fiscal Year 2024-2025.

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

Passed by the City Council and approved by the Mayor the 17th day of June 2024.

Mayor, City of Silverton
Jason Freilinger


ATTEST:

City Manager/Recorder, City of Silverton
Cory Misley

I certify that a public hearing before the Budget Committee was held on May 7, 2024, and a public hearing before the City Council was held on June 17, 2024, giving citizens an opportunity to comment on the proposed uses of state shared revenues.

Cory Misley, City Manager

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

	Agenda Item No.:	Topic:
	3.2	Resolution No. 24-11 – Adopting the Budget for Fiscal Year 2024-2025, impose and categorize taxes and make appropriations
	Agenda Type:	
	Public Hearing	
	Meeting Date:	
June 17, 2024		
Prepared by:	Reviewed by:	Approved by:
Kathleen Zaragoza	Sheena Lucht	Cory Misley

Recommendation:

Motion to approve Resolution No. 24-11 adopting the budget for fiscal year 2024-2025 in the total amount of \$74,918,392 levy taxes of \$3.6678 per \$1,000 of assessed value for the permanent rate, levy \$275,000 for the Pool Operation Levy and make appropriations as listed in the resolution.

Background:

The Budget Committee met on May 7, 2024, to allow for a public hearing on the proposed budget and State Shared Revenues. The Budget Committee determined the City was eligible to receive State Shared Revenues and approved the City to receive the funds for general purposes. On May 9, 2024, the Budget Committee passed motions to approve the budget as modified by the Budget Committee, the amount to be levied for the local option levy and the tax rate to be imposed for general purposes.

This is the Council's formal action to allow for public input, adopt the budget and to determine the amount of taxes to impose for the various tax categories and provide expenditure appropriation authority for the City of Silverton.

Budget Impact	Fiscal Year	Funding Source
Adoption	2024-2025	N/A

Attachments:

1. Resolution No. 24-11

CITY OF SILVERTON
RESOLUTION
24-11

A RESOLUTION OF THE SILVERTON CITY COUNCIL ADOPTING THE BUDGET, MAKING APPROPRIATIONS, IMPOSING AND CATEGORIZING THE AD VALOREM PROPERTY TAXES TO BE CERTIFIED TO THE COUNTY ASSESSOR

WHEREAS on May 9, 2024, the City of Silverton Budget Committee, after appropriate deliberation and public hearing held on May 7, 2024, approved the budget for fiscal year 2024-2025; and

WHEREAS in accordance with Oregon Budget Law, the City seeks to adopt a budget and appropriate City expenditures for fiscal year 2024-2025; and

WHEREAS the City seeks to declare the ad valorem property taxes for fiscal year 2024-2025 to the Marion County Tax Assessor.

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

Section 1: The City Council of the City of Silverton hereby adopts the budget for fiscal year 2024-2025 (July 1, 2024 through June 30, 2025) in the total of \$74,918,392, on file at City Hall after July 1, 2024.

Section 2: The City Council hereby declares and certifies to the Marion County Tax Assessor the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the tax district of the City of Silverton for fiscal year 2024-2025:

In the amount of \$ 3.6678 per \$ 1,000 of assessed value for permanent tax rate;
In the amount of \$275,000 for local option tax; and

Section 3: The City Council hereby resolves that the taxes imposed be hereby categorized for the purposes of Article XI section 11b as:

Subject to the General Government Limitation

Permanent Tax Rate	\$3.6678/ \$ 1,000
Local Option Tax	\$275,000

Section 4: The City Council makes the following appropriations in the amounts stated for fiscal year 2024-2025 and for the following purposes by Fund:

GENERAL FUND

Unallocated	
Materials & Services	\$ 830,986
Transfers	914,859
Contingency	1,224,905
City Council	35,200
City Management & HR	542,857
Finance	815,771
Police	3,799,832
Code Compliance	138,511
Community Development	496,942
Facilities Maintenance	447,836
Computer Services	141,625
Appropriation Total	9,389,324
Reserve*	4,131,824
Fund Total	\$13,521,148

BUILDING OPERATIONS FUND

Inspection Services	\$ 425,691
Transfers	118,941
Contingency	80,841
Appropriation Total	625,473
Reserve*	77,400
Fund Total	\$ 702,873

SILVER TROLLEY OPERATIONS FUND

Silver Trolley Operations	\$ 288,410
Transfers	5,797
Contingency	36,172
Appropriation Total	\$ 330,379
Reserve *	18,939
Fund Total	\$ 349,318

POOL OPERATIONS LEVY FUND

Pool Operations	\$ 501,935
Contingency	221,293
Appropriation Total	723,228
Reserve *	583,146
Fund Total	\$ 1,306,374

TRANSIENT LODGING TAX FUND

Materials & Services	\$ 322,528
Transfers	136,688
Contingency	36,300
Appropriation Total	\$ 495,516
Reserve*	201,534
Fund Total	\$ 697,050

STREET FUND

Administration	\$ 408,620
Maintenance	585,848
Transfers	277,170
Contingency	149,170
Appropriation Total	1,420,808
Reserve*	304,944
Fund Total	\$ 1,725,752

STREET IMPROVEMENT SDC FUND

Street Improvements	\$ 2,631,336
Reserve*	23,660
Fund Total	\$ 2,654,996

STREET REIMBURSEMENT SDC FUND

Street Improvements	\$ 691,030
---------------------	------------

STORM WATER IMPROVEMENT SDC FUND

Storm Water Improvements	\$ 306,001
--------------------------	------------

STORM WATER REIMBURSEMENT SDC FUND

Storm Water Improvements	\$ 217,280
--------------------------	------------

STREET CAPITAL FUND

Street Improvements	\$1,000,700
Reserve*	3,515,779
Fund Total	\$4,516,479

STORMWATER FUND

Maintenance	\$ 443,172
Transfers	200,434
Contingency	96,540
Appropriation Total	740,146
Reserve*	2,030,387
Fund Total	\$ 2,770,533

BUILDING CAPITAL IMP RESERVE FUND

Capital Outlay	\$ 207,186
----------------	------------

GENERAL OPERATING RESERVE FUND

Materials & Services	\$ 200,000
Reserve*	1,747,308
Fund Total	\$1,947,308

PARKS FUND

Parks Operations	\$ 546,548
Transfers	13,851
Contingency	<u>50,318</u>
Appropriation Total	\$ 610,717
Reserve*	<u>203,719</u>
Fund Total	\$ 814,436

PARKS IMPROVEMENT SDC FUND

Parks Improvements	\$3,584,258
--------------------	-------------

ASSESSMENT FUND

Materials & Services	\$ 20,000
Contingency	<u>308,266</u>
Appropriation Total	\$ 328,266

AFFORDABLE HOUSING FUND

Materials & Services	\$ 197,435
----------------------	------------

SEWER FUND

Administration	\$ 774,418
Operations	2,490,732
Maintenance	1,010,007
Debt Service	772,879
Transfers	1,200,643
Contingency	<u>611,873</u>
Appropriation Total	6,860,552
Reserve*	<u>4,378,149</u>
Fund Total	\$11,238,701

SEWER IMPROVEMENT SDC FUND

Sewer Improvements	\$ 2,088,779
--------------------	--------------

SEWER REIMBURSEMENT SDC FUND

Sewer Improvements	\$ 2,634,153
--------------------	--------------

SEWER DEBT RESERVE FUND

Transfers	\$ 858
-----------	--------

WATER FUND

Administration	\$ 1,002,242
Operations	1,195,975
Maintenance	1,083,328
Transfers	1,596,516
Contingency	<u>555,231</u>
Appropriation Total	5,433,292
Reserve*	<u>3,614,043</u>
Fund Total	\$ 9,047,335

WATER IMPROVEMENT SDC FUND

Water Improvements	\$ 834,426
--------------------	------------

WATER REIMBURSEMENT SDC FUND

Water Improvements	\$ 762,778
--------------------	------------

DEBT SERVICE FUND

Debt Service	\$ 627,775
Reserve*	<u>285,992</u>
Fund Total	\$ 913,767

WWTP DIGESTER PROJECT FUND

Sewer Improvements	\$ 195,000
--------------------	------------

DOWNTOWN IMP PROJECT FUND

Downtown Improvements	\$ 500,000
-----------------------	------------

EDISON WATER TOWER FUND

Water Improvements	\$ 450,000
--------------------	------------

WATER TREATMENT PLANT PROJ FUND

Water Improvements	\$ 100,000
--------------------	------------

STREET CAPITAL PROJECT FUND

Transfers	\$ 863,389
-----------	------------

SEWER CAPITAL PROJECT FUND

Transfers	\$ 2,163,031
-----------	--------------

WATER CAPITAL PROJECT FUND

Transfers	\$ 2,458,113
-----------	--------------

FLEET REPLACEMENT FUND

Capital	\$ 761,020
Reserve*	<u>1,863,620</u>
Fund Total	\$ 2,624,640

MAJOR EQUIP REPLACEMENT FUND

Capital Outlay	\$ 37,800
Reserve*	<u>1,467,899</u>
Fund Total	\$ 1,505,699

Section 5: The City Council hereby directs the City to certify to the Marion County Clerk and the County Assessor the tax levy made by this resolution and shall file with them the documents as required by Oregon Budget Law on or before July 15, 2024.

Section 6: This resolution is and shall be effective from and after its passage by the City Council.

Resolution adopted by the City Council of the City of Silverton this 17th day of June 2024.

Mayor, City of Silverton
Jason Freiling

ATTEST:

City Manager/Recorder, City of Silverton
Cory Misley

*Included for informational purposes only

**Third Amendment
Chamber of Commerce Lease Agreement**

This is the Third Amendment to the Lease Agreement dated January 17, 2019 (Lease) by and between the City of Silverton (Lessor) and Silverton Chamber of Commerce (Lessee).

RECITALS

A. Both parties desire to extend the Lease through June 30, 2025.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amendments to the Lease as set forth below.

TERMS AND CONDITIONS

1. Section II. Term of Agreement. Section II regarding the term of the Lease is revised to read:
“The term of the Lease will commence on July 1, 2024, and will expire, unless sooner terminated in accordance with the terms of the Lease, on June 30, 2025 (the “Term”).

The Lease, as hereby amended, is in full force and effect. Except as expressly modified by this Third Amendment, the terms, provisions, covenants, and conditions of the Lease shall remain unchanged and are hereby ratified and confirmed as being in full force and effect. In the event of any conflict or inconsistency between the terms of this Third Amendment and the Lease, the terms of the Third Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Third Amendment effective as of the last date of the signature specified below.

BY:

Cory Misley
City Manager, City of Silverton

BY:

Stacy Palmer
Executive Director, Silverton Chamber of Commerce

**Third Amendment
Chamber of Commerce Visitor Center Agreement**

This Amendment No. 3 to the Agreement dated July 1, 2019, between the City of Silverton "City", and the Silverton Area Chamber of Commerce (SACC), hereafter referred to as "SACC", leased space located at 426 S. Water Street, Silverton, Oregon.

The Agreement is hereby amended as follows (new language is indicated in **bold**, and deleted language is indicated by strikethrough):

I. TERM OF AGREEMENT

The Agreement shall be for a period of **twelve months** ~~twenty-four~~ beginning **July 1, 2024**, ~~July 1, 2023~~, and ending **June 30, 2025**, ~~June 30, 2023~~. The Agreement may be renewed for an additional period upon the mutual agreement of both parties.

III. PAYMENT BY THE CITY

The City shall make four (4) quarterly payments of \$12,500 each to SACC for the fiscal year beginning **July 1, 2024**, ~~July 1, 2023~~. The final quarterly payment will be paid by **June 30, 2025**, ~~June 30, 2023~~. The total to be paid to SACC by the City for providing services under this agreement shall be \$50,000 for each fiscal year.

IV. REPORTING

SACC shall report to the City on an annual basis. Such report shall be furnished to the Silverton City Council at the Council's regular meeting date in **August 2025** ~~August 2024~~. The report shall be furnished to the City in writing in time to meet the regularly scheduled City Council agenda deadline. Such deadline is before 5:00 p.m. two Fridays prior to the City Council meeting. SACC will be notified by the City of any change to the deadline.

The report shall include the following information:

- 1) Financial reports, including Statement of Revenues and Expenditures which are specifically applicable to the SACC's operation of the Center.
- 2) Activity report detailing mail requests, telephone calls, visitors served and relocation information.
- 3) Achievement status report including, but not limited to, the services listed in Section II of this Agreement.

- 4) Report giving any other pertinent information, or any information requested by the City including an account of how the \$50,000 paid by the City was used by SACC.

IN WITNESS WHEREOF, the parties have executed this Third Amendment effective as of the last date of the signature specified below.

BY:

Cory Misley
City Manager, City of Silverton

BY:

Stacy Palmer
Executive Director, Silverton Chamber of Commerce

AGREEMENT
Between
CITY OF SILVERTON
And
SILVERTON AREA CHAMBER OF COMMERCE

This Agreement is entered into this 1st day of July, 2016, between the Silverton Area Chamber of Commerce, hereinafter referred to as "SACC," and the City of Silverton a municipal corporation, hereinafter referred to as "City".

INTENT

The intent of the parties is to form a partnership in order to provide visitor information services. These services will be provided through a Visitor Information Services Center, referred to as "Center," for the City fiscal year that this agreement is in effect. Such services will be partially funded through funds provided by the City.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. TERM OF AGREEMENT

The Agreement shall be for a period of twelve months beginning July 1, 2016 and ending June 30, 2017. The Agreement may be renewed for an additional period upon the mutual agreement of both parties.

II. SERVICES TO BE PROVIDED

SACC will provide through the Center the services set out in Exhibit 'A,' which by this reference is made a part hereof.

III. TIME SERVICES WILL BE PROVIDED

The Center shall be open a minimum of 2000 hours per year, usually between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday.

IV. PAYMENT BY THE CITY

The City shall make four quarterly payments of \$8,750 each to SACC for the fiscal year beginning in July 2015. The first quarterly payment is due on October 31, 2015. The second quarterly payment is due on December 31, 2015. The third quarterly payment is due on March 31, 2016. The fourth and final quarterly payment is due on June 30, 2016. The total to be paid to SACC by the City for providing services under this agreement shall be \$35,000.

V. REPORTING

SACC shall report to the City on an annual basis. Such report shall be furnished to the Silverton City Council at the Council's regular meeting date in April 2015. The report shall be furnished to the City in writing in time to meet the regularly scheduled City Council agenda deadline. Such deadline is before 5:00 p.m. two Fridays prior to the City Council meeting. Such deadline may be changed by the City. SACC shall be notified by the City of any change to the deadline.

The report shall include the following information:

1. Financial reports, including Statement of Revenues and Expenditures which are specifically applicable to the SACC's operation of the Center.
2. Activity report detailing mail requests, telephone calls, visitors served and relocation information.
3. Achievement status report including, but not limited to, the services listed in Exhibit A.
4. Report giving any other pertinent information or any information requested by the City including an accounting of how the \$35,000 paid by the City was used by the Chamber.

VI. HOLD HARMLESS

SACC shall indemnify and hold harmless the City against any claims, damages or suits resulting from the operation of the Center. The SACC shall furnish to the City a Certificate of Insurance showing that adequate insurance coverage has been provided and that the City has been named as additional insured on the SACC insurance policy. Such certificate shall be furnished to the City upon execution of the Agreement and additional proof of continued insurance coverage shall be furnished upon request by the City.

VII. TERMINATION OF AGREEMENT

This Agreement may not be terminated except for non-performance by either Party. Notice of termination for non-performance shall be given in writing to the non-performing Party. Nothing in this notice of termination shall prohibit the parties from mutually agreeing to terminate the agreement at any time. Such notice shall be mailed to the address indicated below for each party:

City Manager
City of Silverton
306 S. Water Street
Silverton, OR 97381

Executive Director
Silverton Area Chamber of Commerce
P.O. Box 257
Silverton, OR 97381

The City shall have no liability for any payments after termination of the Agreement. SACC has no right to rely upon this Agreement in making any obligations to any person about future funding of any position with the Center.

VIII. BUDGET LAWS OF THE STATE OF OREGON

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.

IN EVIDENCE THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT:

CITY OF SILVERTON
306 S. Water Street
Silverton, OR 97381

SILVERTON AREA CHAMBER OF COMMERCE
426 S. Water Street,
PO Box 257
Silverton, OR 97381

BY:

BY:



Robert S. Willoughby
City Manager

Stacy Palmer
Executive Director

ATTACHMENT A
TO AGREEMENT WITH SILVERTON AREA CHAMBER OF COMMERCE

The Silverton Area Chamber of Commerce will manage the area Visitor Information Center, currently located at 426 S. Water Street, and provide the following services:

- a. Maintain regular open hours at the Center:
 - Regular Hours: Monday – Friday 9:00 a.m. to 5:00 p.m.
 - Summer Hours: Regular hours plus at least 4 hours on weekends from Memorial Day to Labor Day.
2. Greet and assist visitors, potential employers, and residents, in person, on the web, via e-mail and by phone.
3. Provide brochures and information about Silverton and other areas within the state.
4. Furnish directions as requested.
5. Offer maps, community profile, demographics, brochures or information about events, activities, tourist destinations, points of interest and economic development opportunities.
6. Respond to inquiries about ideas for family outings.
7. Provide information about youth, senior and adult activities and programs.
8. Provide information and directions to local and area businesses.
9. Mail, e-mail or fax relocation, visitor or business materials upon request.
10. Have available information on parks and recreation, local churches, schools, hospital, demographic data, local festivals and events.
11. Assemble and provide a packet of Silverton marketing materials upon request.
12. Notify hospitality businesses (i.e. restaurants, motels) of major events and sports activities.
13. Participate in tourism group activities, primarily promotion products.
14. Promote Silverton in publications, such as the Silverton Visitor's Guide.
15. Maintain a calendar of community events.
16. Collaborate with groups to further develop regional attractions.

17. Report to the City of Silverton at least annually – Financial Report/Activity Report.

Visitor Information Center
Contract for Services

The Silverton Area Chamber of Commerce will contract with the City of Silverton to manage the area Visitor Information Center, currently located at 426 S. Water Street, and provide the following services:

1. Maintain regular open hours
Regular Hours: Monday – Friday 9:00 a.m. to 5:00 p.m.
Summer Hours: Memorial Day to Labor Day, weekends, four hours minimum.
2. Greet and assist visitors and residents, in person, via e-mail and by phone.
3. Provide brochures and information about Silverton and other areas within the state.
4. Furnish directions as requested.
5. Offer maps, community profile, demographics, brochures or information about events, activities, tourist destinations and points of interest.
6. Respond to inquiries about ideas for family outings.
7. Provide information about youth, senior and adult activities and programs.
8. Provide information and directions to local and area businesses.
9. Mail, e-mail or fax relocation, visitor or business materials upon request.
10. Have available information on parks and recreation, local churches, schools, hospital, demographic data, local festivals and events.
11. Assemble and provide a packet of Silverton marketing materials upon request.
12. Notify hospitality businesses (i.e. restaurants, motels) of major events and sports activities.
13. Participate in tourism group activities, primarily promotion products.
14. Promote Silverton in publications, such as the Silverton Visitor's Guide.
15. Maintain a calendar of community events.
16. Collaborate with groups to further develop regional attractions.
17. Report to the City of Silverton Annually – Financial Report/Activity Report.

LEASE AGREEMENT
between SILVERTON CHAMBER OF COMMERCE
and the CITY OF SILVERTON, OREGON

The City of Silverton (“Landlord”) desires to lease to Silverton Chamber of Commerce (“Tenant”), and Tenant desires to lease from Landlord, a portion of the property located at 426 S. Water Street, Silverton, Oregon, and specifically described in *Exhibit A* (the “Premises”) on the terms and conditions set forth in this lease (the “Lease”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

I. AGREEMENT TO LEASE

Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from the Landlord on the terms and conditions set forth in this Lease.

II. TERM OF AGREEMENT

The term of this Lease will commence on January 7, 2019 and will expire, unless sooner terminated in accordance with the terms of this Lease, on June 30, 2021 (the “Term”).

III. CONSIDERATION

Tenant will pay Landlord rent in the amount of \$1.00 per calendar year in advance beginning on January 1, 2019, and continuing on the first day of each calendar year throughout the Term. All rent must be paid without deduction or setoff of any kind, at the address of Landlord set forth below or to such other address as Landlord may designate in writing to Tenant. Rent for any partial calendar month will be prorated based on a 30-day month.

IV. PERMITTED USE

- 4.1** The Premises will be used only for office, storage, and display space related to Silverton Chamber of Commerce services. Tenant shall only use Premises in a manner consistent with the purpose of this Lease. Tenant may not assign, sublet, or encumber the Premises without prior written authorization from Landlord which consent is in Landlord’s sole discretion. Additional provisions may be required at the time of renewal, as negotiated by the parties to the Lease.
- 4.2** Tenant agrees that a portion of the Premises will be used by other Tenants and the Landlord including but not limited to the unimproved area identified as “Storage Room” located at the center of the Premises and the restrooms located at the rear of the Premises. Tenant will not interfere with Landlord’s or other Tenant’s use of those areas.

V. LANDLORD AND TENANT OBLIGATIONS

5.1 Tenant Obligations.

- 5.1.1** Maintaining Premises in a clean and sanitary condition at all times.
- 5.1.2** Tenant, at Tenant's expense, shall be responsible for reasonably maintaining the landscaping located on or around the front of the Premises. Without limitation, Tenant shall also be responsible for trimming all existing trees, bushes and shrubs, but may not remove any trees, bushes or shrubs without Landlord's prior written consent.
- 5.1.3** Minor repairs and maintenance of interior walls (including painting), ceilings, doors, and windows and related hardware, light fixtures, switches and other permanent fixtures of the Premises.
- 5.1.4** Repairs necessitated by Tenant's actions, its agents, employees and invitees, except as provided in this Lease.
- 5.1.5** Repairs or alterations required to comply with laws and regulations.
- 5.1.6** All other repairs to the Premises which Landlord is not required to make under this Lease.

5.2 Landlord Obligations.

- 5.2.1** Major repairs and maintenance of the Premises, including roofs and gutters, exterior walls (including painting), bearing walls, structural members, foundation, and replacement of doors and windows as part of any general building improvement effort.
- 5.2.2** Repairs of sidewalks, curbs, and areas shared by other users of the Premises.
- 5.2.3** Repair and maintenance of exterior water, sewer, gas and electric services up to the point of entry into the Premises.
- 5.2.4** Repair of interior electrical panels, wiring, plumbing, and the heating and air conditioning systems.

VI. ENTRY ON PROPERTY

- 6.1** The Landlord shall have the right to enter the Premises at any reasonable time or times to examine the condition of the Premises or Tenant's compliance with the terms of this Lease.
- 6.2** The Landlord retains the right to enter the Premises and grounds at any reasonable time or times to repair or modify Landlord's facilities located upon the property or to conduct repairs or other work on the property.

VII. INSURANCE AND UTILITIES

- 7.1 Tenant will maintain 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 Landlord listed as an additional insured on its insurance policy. Tenant will provide Landlord evidence of its insurance coverage in compliance with the Lease before the Term begins and within 30 days before any modification or cancellation of such insurance. Before the commencement date of the Term, Tenant will give Landlord a certificate from the insurance company that must show the Landlord is endorsed as an additional insured and a written agreement from the insurance company that the insurance company will give notice to Landlord within 30 days before any modification or cancellation of such insurance.
- 7.2 Landlord will provide water and sewer utility services and will cover 33% of the gas utility service cost. Tenant shall pay Landlord 67% of gas cost, per month, as partial repayment for utilities supplied to the Premises. Landlord will bill Tenant for these costs on a monthly basis and payment shall be received within 14 days of invoice date. Landlord will provide solid waste disposal services as long as it continues to be donated to Landlord by franchised waste hauling provider. Tenant shall pay all expenses assessed for connection, operation and services of all other utilities.

VIII. CONDITION OF PROPERTY; TRADE FIXTURES

Tenant accepts the Premises "AS IS". Tenant acknowledges and agrees that Landlord has not undertaken any obligation to make nor agreed to make any alteration or improvement to the Premises for Tenant's use or occupancy of the Premises. If Tenant desires to alter or improve the Premises in any way, Tenant must first obtain Landlord's prior written consent to any such alteration or improvement, and any such alterations or improvements.

IX. RISK OF LOSS

Tenant will be fully responsible for and will assume all risk of loss of its personal property, furniture, fixtures, equipment, and furnishings in the Premises.

X. SECURITY DEPOSIT

When this Lease is executed, Tenant will pay to Landlord a security deposit in the amount of \$0.00. Landlord may apply a security deposit to pay the cost of performing any obligation that Tenant fails to perform with the time required by this Lease, but the application by Landlord will not be the exclusive remedy for Tenant's default. If the security deposit is so applied by Landlord, Tenant, on demand, will pay the sum necessary to replenish the security deposit to its original amount. If Tenant fully complies with each and every term of this Lease, the unapplied portion will be returned to the Tenant within 30 days after this Lease is terminated. This security deposit may be commingled with Landlord's funds. Tenant will have no right to any interest earned on the security deposit.

XI. TRANSFER

Tenant will not assign its interest under the Lease nor Lease all or any portion of the Premises unless in compliance with Section IV above.

XII. INDEMNIFICATION

Tenant hereby agrees to indemnify, defend, protect, and hold harmless Landlord, Landlord's employee, directors, elected officials, and agents from and against any and all losses, liabilities, claims, costs, and expenses (including reasonable attorney's fees) arising out of or in any way related to Tenant's failure to perform its obligations under this Lease or arising out of use of the Premises by Tenant or its agents, employees, contractors, customers, or invitees.

XIII. DEFAULT

If Tenant fails to perform any obligation under this Lease, then Landlord will have all rights and remedies allowed by this Lease. Without limiting the generality of the foregoing, Landlord retains the right to remove Tenant from the Premises and to retake possession of the Leased Property.

XIV. TERMINATION

- 14.1 Immediate Termination.** Where a specific violation of the Lease gives the Landlord the option to terminate this Lease immediately, this Lease shall be terminated upon written notification to the Tenant.
- 14.2 Termination with 30 Days' Notice.** This Lease may be terminated for any reason by either party by providing the other party with thirty (30) days written notice of intent to terminate.
- 14.3 Surrender Upon Termination.** Upon termination or the expiration of the term of the Lease, the Tenant will quit and surrender the property to the Landlord in as good order and condition as it was at the time the Tenant first entered and took possession of the property under this or any prior Agreement, usual wear and damage by the elements excluded.
- 14.4 Restoration of Property.** Upon termination or expiration of this Lease or Tenant's vacating the premises for any reason, the Tenant 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. Tenant shall comply with all applicable state and federal requirements regarding the safe removal and proper disposal of said facilities containing waste products. If the Tenant fails to comply or does not fully comply with this requirement, the Tenant agrees that the

Landlord 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.

XV. MISCELLANEOUS PROVISIONS

15.1 Notices. Notices under this Lease must be in writing and will be effective when actually delivered or two days after depositing in the United States mail, certified, return receipt requested, directed to the other party at the address first set forth above. Either party may change its address for notices by written notice to the other party mailed or delivered as provided below. The City Manager is hereby appointed as Landlord’s agent and the Executive Director is hereby appointed as Tenant’s agent for the purposes of administering this Lease. All notice shall be provided to the parties as follows:

LANDLORD
City of Silverton
Attention: City Manager
306 S. Water Street
Silverton, Oregon 97381

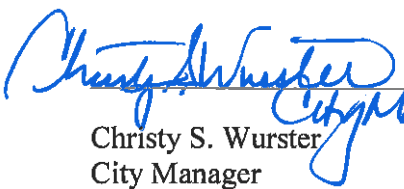
TENANT
Silverton Chamber of Commerce
Attention: Executive Director
426 S. Water Street
Silverton, Oregon 97381

15.2 Complete Agreement. This Lease constitutes the complete and final agreement of the parties with respect to the matters covered by this Lease, and supersedes and replaces all prior written and oral agreements.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.


LANDLORD

TENANT



Christy S. Wurster
City Manager


1/8/2019
Date



Stacy Palmer
Executive Director

12/17/18
Date

ATTEST:



Angela Speier
Assistant to the City Manager/
City Clerk

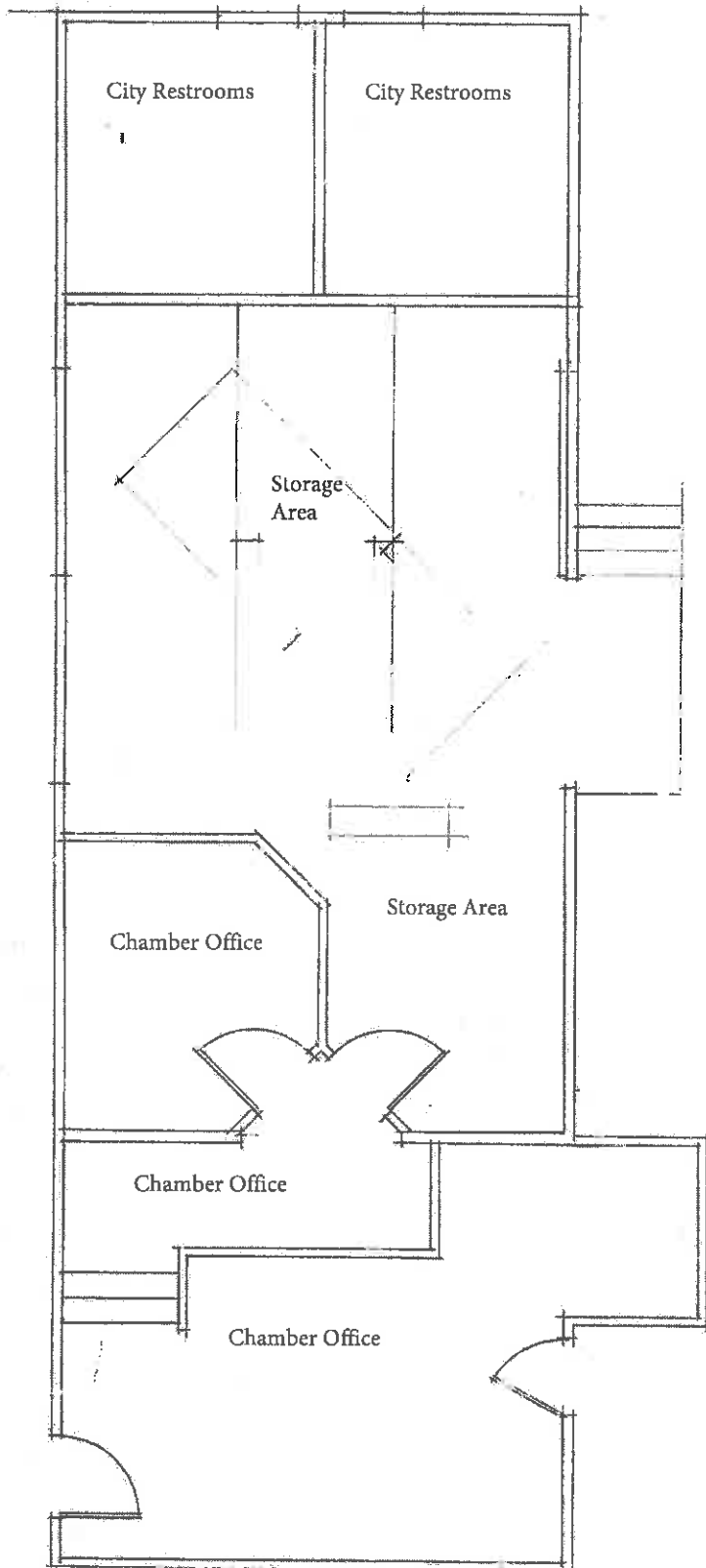
1/9/2019
Date

CHAMBER/DEPTO

SCALE: 1/4" = 1'-0"

1/18/2001


Exhibit A



— Water Street —

Updated 12/2018

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

	Agenda Item No.:	Topic:
	4.3	Resolution No. 24-14 – A Resolution to Amend the Financial Management Policies
	Agenda Type:	
	Consent	
	Meeting Date:	
June 17, 2024		
Prepared by:	Reviewed by:	Approved by:
Kathleen Zaragoza	Sheena Lucht	Cory Misley

Recommendation:

Adopt Resolution No. 24-14 – A Resolution to Amend the Financial Management Policies.

Background:

City Council adopted financial policies on June 17, 2019, and December 4, 2017, through Resolution 19-29 Adopting General Financial Management Policies, Resolutions 17-39 Establishing and adopting a fund balance and contingency policy, and 17-40 Establishing and adopting the capitalization value, a depreciation method and estimated useful lives of fixed assets. At that time staff indicated that a budget policy and revenue policy would be brought forward in the future. This resolution will combine all the Financial Policies into one resolution which will be easier to review and modify when necessary.

Staff has determined after review of the Financial Management Policies a need to amend the ability to invest in certificates of deposits and the amount of contingency to be more in-line with Oregon Budget Law.

Budget Impact	Fiscal Year	Funding Source
N/A	N/A	N/A

Attachments:

1. Resolution 24-14: Amend the Financial Management Policies

CITY OF SILVERTON
RESOLUTION
24-14

A RESOLUTION OF THE SILVERTON CITY COUNCIL TO AMEND THE FINANCIAL MANAGEMENT POLICIES

WHEREAS the City of Silverton City Council adopted Resolution 19-29, A Resolution Establishing and adopting general financial management policies, Resolution 17-39, A Resolution Establishing a Fund Balance Reserves Policy, and adopted Resolution 17-40, A Resolution Establishing and Adopting the Capitalization Value, a Depreciation Method and Estimated Useful Lives of Fixed Assets on December 4, 2017; and

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

Section 1: The City of Silverton hereby adopts the following Purpose and Objectives for the Financial Management Policies:

1. Purpose

The Financial Management Policies are the tools used to ensure the City is financially able to meet its current and future service needs. The individual fiscal policies contained herein set a basis for both the financial planning, reporting and internal financial management of the City.

Municipal resources must be wisely used to ensure adequate funding for the services, public facilities, and infrastructure necessary to meet immediate and long-term needs. These policies safeguard the fiscal stability required to achieve the City's objectives and ensure long-term financial health.

These policies are adopted by the Council as the basic framework for overall financial management of the City, to guide day-to-day and long-range fiscal planning and decision making, and to achieve the following general financial goals.

- a) Provide an adequate financial base to sustain a sufficient level of municipal services to maintain the social well-being and physical conditions of the City.
- b) Deliver cost effective and efficient services to citizens.
- c) Provide and maintain essential public facilities, utilities, and capital equipment.
- d) Provide the financial stability needed to navigate through economic downturns, adjust to changes in the service requirements of the community and respond to other changes as they affect the City's residents.

- e) Protect and enhance the City's credit rating so as to obtain the lowest cost of borrowing and also to assure taxpayers and the financial community that the City is well managed and financially sound.
- f) Adhere to the highest standards of financial management and reporting practices as set by the Government Finance Officers Association, the Governmental Accounting Standards Board, and other professional standards.
- g) Fully comply with finance related legal mandates, laws and regulations including Oregon Revised Statutes and Oregon Budget Law.

To achieve these goals, fiscal policies generally cover areas of revenue management, operating and capital budgeting, financial planning and forecasting, investment and asset management, debt management, accounting and financial reporting, reserves, and internal controls. These policies shall be reviewed each year as part of the annual budget preparation process.

2. Objectives

- a) To guide the City Council and management policy decisions that have significant fiscal impact.
- b) To employ balanced revenue policies that provide adequate funding for services and service levels.
- c) To maintain appropriate financial capacity for present and future needs.
- d) To maintain sufficient reserves so as to maintain service levels during periods of economic downturn.
- e) To promote sound financial management by providing accurate and timely information on the City's financial condition.
- f) To ensure the legal use of financial resources through an effective system of internal controls.
- g) To protect the City's credit rating and provide adequate resources to meet the provisions of the City's debt obligations on all municipal debt.
- h) To promote cooperation and coordination with other governments and the private sector in financing and delivery of services.

Section 2: The City of Silverton hereby adopts the following policy for Management of Fiscal Policy:

Management of Fiscal Policy

1. Fiscal policies shall be reviewed by the City Council and adopted by resolution.
2. The City Manager shall oversee fiscal policies and monitor compliance.
3. Should the City Manager discover a material deviation from a policy, the City Manager shall inform the City Council in writing in a timely manner.

4. The City Manager’s annual budget message shall identify (a) all major changes in policy since the previous budget year and (b) any material variations from policy in the ensuing year’s budget.

Section 3: The City of Silverton hereby adopts the following policy for Financial Planning:

Financial Planning Policy

1. The City will prepare a long-range financial plan to promote responsible planning for the use of its resources. This plan will project revenues, expenditures, and reserve balances for the next five years. The analysis will incorporate the City’s Capital Improvement Plan.
2. Long-term projections of revenues and expenditures will be based on an objective analytical process, be conservative, and based on the best practices.
3. The long-range financial plan shall be updated annually by the City’s Finance Director.

Section 4: The City of Silverton hereby adopts the following policy for Accounting and Financial Reporting:

Accounting and Financial Reporting Policy

1. The City shall establish maintain its accounting systems according to generally accepted accounting practices and shall adhere to generally accepted accounting principles (GAAP) and standards promulgated by the Government Finance Officers Association (GFOA) and Government Accounting Standards Board (GASB).
2. Pursuant to state law, the City shall have an annual audit performed by an independent public accounting firm licensed to practice as Municipal Auditors in the State of Oregon. The audit firm shall also provide a Single Audit of Federal and State grants, when necessary. The firm will issue an official opinion on the annual financial statements, along with a management letter identifying areas needing improvement, if necessary. The Finance Director will be responsible for establishing a process to ensure timely resolution of audit recommendations, if any.
3. The City will use a system of internal controls and procedures to maintain a reasonable assurance of safeguarding of assets and compliance with laws and regulations. Staff duties will be assigned to maximize a system of financial checks and balances.
4. The use of the term “Fund Balance” is limited to governmental funds where it is used to describe the difference between fund assets and fund liabilities. Governmental Funds can report up to five different components of fund balance (non-spendable, restricted, committed, assigned and unassigned) designed to indicate constraints on how resources can be spent and the source of the

constraint. The Finance Director shall be responsible to classify the governmental-type fund balances to comply with GASB Statement No. 54 as follows:

- a. Non-spendable: Non-spendable is defined as fund balance amounts which cannot be spent because they are either (a) not in a spendable form or (b) legally or contractually required to be maintained intact. Examples of “not in a spendable form” include inventories or prepaid expenses.
 - b. Restricted: Restricted is defined as constraints placed on the use of resources externally imposed by creditors, grantors, contributors, or laws or regulations of other governments. Examples include revenue sources from federal grants with a specific purpose, donations from citizens with specific instructions, or State Gas Tax revenue to be used for roads.
 - c. Committed: Committed is defined as constraints which have been imposed by formal action of the government’s highest level of decision-making authority (i.e. the City Council). An example is the Building Capital Improvement Reserve.
 - d. Assigned: Assigned is defined as fund balance which a delegate (i.e. Finance Director) of the City has been given authority to apply fewer formal constraints than those listed above. An example would be the Finance Director setting aside a fund balance for the General Operating Reserve that is otherwise available for general use.
 - e. Unassigned: Unassigned is defined as the residual classification for the General Fund without constraint. This is only applicable to the General Fund (unless another governmental fund has a deficit fund balance). An example of a revenue source which could result in an unassigned fund balance is property taxes available for general purpose use.
5. Monthly financial reports will be available to the City Council, the City Manager, and Department Heads. The reports will include revenues and expenditures actual to date comparison to the budget. These reports will be available within thirty working days of the end of each month.

Section 5: That the City of Silverton hereby adopts the following policy for Revenue:

Revenue Policy

1. The City will pursue a balanced mix of revenue sources.
2. The City will comply each year with requirements to receive State Shared Revenues.

3. Charges for utility services shall be sufficient to finance all operating, capital outlay, and debt service expenses including operating contingency and reserve requirements. Rates will be adjusted as needed to account for major changes in consumption, capital improvements and cost increases.
4. Charges for City services shall be established at a level sufficient to cover the full cost for those services to minimize subsidization by taxpayers. The City will systematically review user fees and charges to consider the effects of additional service costs and inflation.
5. The City will maintain a current list of fees and revise the fees as necessary with City Council approval.
6. The City will attempt to collect on delinquent accounts and will use the legal means necessary to recoup these charges and fees.
7. System development charges will be established to pay for new capacity in infrastructure systems such as street, sewer, water, parks, and stormwater facilities.
8. One-time revenues shall be clearly identified in the budget.
9. Significant one-time revenues will be used only for one-time expenditures, not for ongoing programs and services.

Section 6: That the City of Silverton hereby adopts the following policy for Expenditures:

Expenditures Policy

1. Expenditures will be controlled through appropriate internal controls and procedures. Management must ensure expenditures comply with the legally adopted budget. Each Department Head will be responsible for the administration of their department/program budget(s). This includes accomplishing the goals and objectives incorporated into the budget and monitoring each department/division budget for compliance with spending limitations.
2. The Department Director and Finance Director are responsible for the oversight of all expenditures to ensure that all approved expenditures are within appropriation authority.
3. Purchasing shall comply with the most recent version of the City's Purchasing Policies.
4. The City Manager may control budgetary expenditures at the appropriation level. Any increase in the budget appropriation level requires City Council approval.

5. All expenditure invoices must be reviewed and approved by the Finance Director or the appropriate Department Head before being paid.
6. Accounting and budget information is available to authorized staff. Monthly actual-to-budget reports will be prepared and made available to appropriate staff and available on the City's website.

Section 7: The City of Silverton hereby adopts the following policy for Budgeting:

Budgeting Policy

1. The City will prepare the annual budget in accordance with Oregon local budget law.
2. The budget process will be coordinated so that major policy issues, Council Goals and department goals and objectives are identified and incorporated into the budget.
3. The Finance Director will prepare a Budget Calendar for adoption by the City Council which details key dates and elements in the budget process.
4. A Budget Committee will be appointed in conformance with the City Charter and state statutes. The Budget Committee's purpose is to review the Budget Officer's proposed budget and recommend a budget and tax levy for the City Council to adopt.
5. The City will allocate direct and administrative costs to each fund based upon the cost of providing those services.
6. The City Council will adopt the budget appropriation authority at the program, department, or fund level as a total dollar amount.
7. Long-term debt shall not be used to finance operations and shall be used only for acquisition of capital facilities, infrastructure improvements or specialized equipment.
8. The City will endeavor to enhance the budget document and process each year to provide greater information and accessibility for the public and the City.
9. The City will take immediate corrective action if at any time during the fiscal year financial monitoring indicates that an operating fund's anticipated expenditures are expected to exceed its anticipated revenues or potential to exceed the adopted appropriation authority.

Section 8: That the City of Silverton hereby adopts the following policy for Investments:

Investments Policy

1. City funds shall be invested to provide safety of principal and sufficient level to meet cash flow needs.
2. All idle cash shall be invested in the Local Government Investment Pool in a certificate of deposit or the approved Money Market Account.

Section 9: That the City of Silverton hereby adopts the following policy for Debt Management:

Debt Management Policy

1. The City will comply with all statutory debt limitations imposed by the Oregon Revised Statutes, the City Charter and any additional resolutions adopted by the City Council.
2. Capital projects, financed through the issuance of bonds or other notes, will be financed for a period not to exceed the useful life of the project.
3. The City will not use long-term debt to finance current operations, to balance the budget, or to fund projects that can be funded from current resources.
4. The City shall use the most prudent methods of acquiring capital outlay items, which could include the use of lease-purchase agreements.
5. The City will maintain its bond rating at the highest level that is fiscally prudent.

Section 10: That the City of Silverton hereby adopts the following policy for Capital Improvement Planning:

Capital Improvement Planning Policy

1. The City will prepare, at a minimum, a five-year Capital Improvement Plan (CIP) encompassing all City facilities annually with the budget. The CIP will be composed of projects identified in the City's adopted Master Plans (e.g. parks, sewer, stormwater, transportation, water.) The CIP will be incorporated into the City's budget and long-range financial planning processes.
2. The City will maintain its physical assets at a level adequate to protect the City's capital investment and to minimize future operating maintenance and replacement costs. The City recognizes that deferred maintenance increases future capital costs, thus placing a burden on future residents. Therefore, the budget will provide for adequate maintenance and the orderly replacement of capital plant and equipment from current revenues when possible.

3. The City will determine the least costly funding method for its capital projects and will obtain grants, contributions and low-cost state or federal loans whenever possible.
4. The City will establish capital equipment reserves to provide for funding of vehicles and equipment.
5. The City will consider the use of debt financing for capital projects under the following circumstances:
 - a. When the project's useful life will exceed the terms of the financing.
 - b. When resources are deemed sufficient and reliable to service the long-term debt.
 - c. When market conditions present favorable interest rates for City financing.
 - d. When the issuance of debt will not adversely affect the City's credit rating, coverage ratios or City Charter limitations.
6. Special funds dedicated to capital improvements will be segregated in the accounting system and used only for the intended capital purposes.

Section 11: That the City of Silverton hereby adopts the following policy for Fund Balance Reserves and Contingency:

Reserves and contingency should be sufficient in each fund for the City to have the ability to:

1. Mitigate short-term volatility in revenue.
2. Absorb unanticipated operating needs that arise during the fiscal year but were not anticipated during the budget process.
3. Sustain City services in the event of an emergency.
4. Meet operating cash flow requirements before the collection of property taxes, grant proceeds, utility billing revenues and other operating revenues.
5. Meet major facility and equipment repair and replacement needs.
6. Meet future capital project requirements so as to minimize future debt obligations and additional burden on future citizens.

The City shall maintain adequate working capital reserves and a contingency in all operating funds.

1. The General Fund shall maintain sufficient fund balance reserves to allow the City to adequately fund operations in the next fiscal year until property taxes are received in November of each year and ninety days of operations for programs not funded 100% by property taxes, without borrowing. Contingency should be sufficient to cover unanticipated expenditures that may occur during the fiscal year. In no event should the contingency be less than 15% of the operating expenditures which includes costs for personnel, materials and services, capital, debt service and transfers.

2. The City's enterprise funds, which are primarily supported by user fees, shall maintain at a minimum sufficient fund balance reserves to adequately fund operations for ninety days. A reserve balance should also include any debt service requirement or future capital reserves. The contingency should be adequate to cover emergency repairs and other types of unforeseen expenditures. In no event should the contingency be less than 15% of the operating expenditures which includes costs for personnel, materials and services, capital, debt service and transfers.
3. The City's debt service funds shall maintain sufficient fund balance reserve to pay required annual debt service without borrowing and fund any required debt service reserve requirement, as stipulated within debt service documents.
4. The City's other operating funds shall maintain sufficient fund balance reserves to adequately fund operations for ninety days. The contingency should be adequate to cover emergency repairs and other types of unforeseen expenditures. In no event should the contingency be less than 15% of the operating expenditures which includes costs for personnel, materials and services, capital, debt service and transfers.
5. In the event that fund balance reserves fall below the levels described in this section a plan shall be developed to restore the reserves in an acceptable manner under the circumstances.

Section 12: That the City of Silverton hereby adopts the following policy for Fixed Asset Capitalization:

Asset Value

Capital assets are valued at their historical cost. In the absence of historical cost information, the asset's estimated historical cost will be assigned and used. Contributed capital is reported at fair market value or the value on the date the asset is contributed.

The cost of a capital asset includes the following:

1. Historical cost of the asset
2. Ancillary charges necessary to place the asset in its intended location (i.e. freight charges)
3. Ancillary charges necessary to place the asset in its intended condition for use (i.e. installation and site preparation charges)
4. Capitalized interest
5. Any subsequent improvements that meet the qualifications listed below.

Capitalization Threshold

The City will capitalize all individual assets which meet or exceed \$5,000 and has an estimated useful life of one year or more.

Grouped or Networked Assets

Individual assets that cost less than the capitalization threshold, but that operates as part of a combined system will be capitalized in the aggregate, using the group method if the estimated average useful life of the individual asset is one year or more and the value of the item meets the capital value for budgeting as set by the City Manager. A combined system is determined to be where individual components may be below the capitalization threshold but are interdependent and

the overriding value to the City is on the entire system and not the individual assets. Examples include Street lights, sidewalks, special equipment that are necessary to function as a whole, etc.

Depreciation Method

Capitalized assets are depreciated using the straight-line method for the Annual Financial Report. The City maintains a depreciation schedule for the General Fund and the Enterprise Funds.

Estimated Useful Lives

The following guidelines are used in setting useful lives for asset reporting:

- Building and Building Improvements 50 years
- Equipment 10 years
- Small Vehicles (less than one-ton rating) 5-10 years
- Large Vehicles (equal to or greater than one-ton rating) 10-20 years
- Rolling Stock (all equipment not classified as a vehicle) 10-20 years
- Furniture and Office Equipment 5-10 years
- Street Improvements:
 - New Construction – Road Base 60 years
 - New Construction – Surface, min vertical depth 4” 35 years
 - New Construction – Curb, Gutter, Sidewalk 60 years
 - New Construction – Street Lights 60 years
- Overlay of existing improvement, minimum vertical depth 2” 15 years
- Utility Infrastructure (water, sewer, storm drain) 25-60 years
- Land Improvements 10-25 years

Improvements vs. Maintenance Costs

With respect to asset improvements, costs at or over the capitalization threshold should be capitalized if:

- The estimated useful life of the asset is extended by more than 25%, or
- The cost results in an increase in the capacity of the asset, or
- The efficiency of the asset is increased by more than 10%

Improvements that do not meet these criteria should be expensed as repair and maintenance.

Assets below Capitalization Policy

The City shall report assets which do not meet the capitalization threshold on an inventory list to maintain adequate control and safeguard City property. Periodic audits will be performed to verify that items listed on the inventory report are still

located on City property and available for City use. Examples include small tools, small equipment, office equipment, public works supplies, etc. An annual inventory shall be completed each year.

Section 13: This resolution repeals Resolution 19-29, Resolution 17-39, and Resolution 17-40 to create one policy resolution.

Section 14: 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 17th day of June 2024.

Mayor, City of Silverton
Jason Freilinger

ATTEST:

City Manager/Recorder, City of Silverton
Cory Misley

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

	Agenda Item No.:	Topic:
	4.4	City Hall Update and Change Order Ratification
	Agenda Type:	
	Consent	
Meeting Date:		
June 17, 2024		
Prepared by:	Reviewed by:	Approved by:
Jason Gottgetreu	Cory Misley	Cory Misley

Recommendation:

Ratify the City Manager amendments to the construction contract with Corp Inc. from \$15,556,531.26 to \$15,607,485.70, an increase of \$40,954.44.

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 near completion. Remaining work prior to a Temporary Certificate of Occupancy includes finishing the elevator and receiving State certification, final low voltage inspection, final inspection of the fire suppression system, generator startup, installing the overhead doors in the sallyport, gate and railing installation, interior signage installation, egress lighting inspection.

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 \$857,485.70 to the contract for a new contract total of \$15,607,485.70, a 5.81% increase. This is an increase of \$40,954.44 from the April Council report. As of the May payment requests there is a \$385,028.21 remaining balance to finish.

Budget Impact	Fiscal Year	Funding Source
\$40,954.44	2023-2024	Civic Center Project Fund

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

	Agenda Item No.:	Topic:
	5.1	Ordinance No. 24-09 – Amending the Silverton Municipal Code Chapter 2.40 to ensure background check language is consistent and authorize the Human Resource Manager to conduct Criminal Background Checks using the Law Enforcement Data System and National Crime Information Center
	Agenda Type:	
	Action	
	Meeting Date:	
June 17, 2024		
Prepared by:	Reviewed by:	Approved by:
Tammy Shaver	Cory Misley	Cory Misley

Recommendation:

Adopt Ordinance No. 24-09 Amending the Silverton Municipal Code Chapter 2.40 to ensure background check language is consistent and authorize the Human Resource Manager to conduct Criminal Background checks using the Law Enforcement Data System (LEDS) and National Crime information Center (NCIC).

Background:

The City has been in a dialogue to update and streamline the Silverton Municipal Code so it more efficiently addresses all aspects of City functions. With the City Attorney’s input, the City has updated the City Code to more efficiently address criminal background checks for prospective employees and volunteers. Ordinance No 24-09 updates code language dating from 2020 to remove specific procedural language and authorize the Human Resource Manager, or LEDS certified designee, to conduct all criminal background checks using the Law Enforcement Data System (LEDS) and National Crime Information Center (NCIC) for prospective employees and volunteers.

The intention is for the Code language to remain more general, with reference to appropriate statutes, while referring procedural details to an administrative policy to be signed by the City Manager and updated internally as needed.

Budget Impact	Fiscal Year	Funding Source
None	2023-2024	N/A

Attachments:

1. Ordinance No. 24-09
2. Silverton Municipal Code 2.40

Attachment 1 to Agenda Item No. 5.1

CITY OF SILVERTON
ORDINANCE
24-09

AN ORDINANCE OF THE SILVERTON CITY COUNCIL AMENDING THE SILVERTON MUNICIPAL CODE CHAPTER 2.40 TO ENSURE BACKGROUND CHECK LANGUAGE IS CONSISTENT AND AUTHORIZE THE HUMAN RESOURCE MANAGER TO CONDUCT CRIMINAL BACKGROUND CHECKS USING THE LAW ENFORCEMENT DATA SYSTEM AND NATIONAL CRIME INFORMATION CENTER

WHEREAS, the Silverton Municipal Code (Code) contained language pertaining to criminal background checks that was not consistent with what was occurring in practice; and

WHEREAS, the Code contained terms that were not used consistently through Chapter 2.40; and

WHEREAS, the Code contained language that is more appropriate for an administrative policy; and

WHEREAS, the City has determined the background checks shall be performed by the Human Resource Manager or other designated LEADS certified individual.

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

Section 1: Chapter 2.4 of the Silverton Municipal Code is amended as set forth in the attached Exhibit A.

Section 2: This ordinance is and shall be effective within 30 days of its passage.

Ordinance adopted by the City Council of the City of Silverton, this 17th day of June, 2024.

Mayor, City of Silverton
Jason Freilinger

ATTEST:

City Manager/Recorder, City of Silverton
Cory Misley

2.40.010 Purpose.

A. The council finds as follows: In order for the city of Silverton government to operate effectively, persons selected for employment or as a public service volunteer with the city of Silverton must have the highest degree of citizen and public trust and confidence.

B. All city of Silverton employees and public service volunteers represent the city to its citizens. Many city employees and volunteers have responsibilities to regulate and maintain public health and safety. Most city employees and volunteers have access to public funds and property and possess access to privileged and proprietary information submitted to the city in confidence. Additionally, city employees and volunteers may be required to operate publicly owned vehicles.

C. The council concludes that the aforementioned considerations justify the use of a criminal background check for all prospective city employees, and some volunteer positions where it is in the public interest to do so. Volunteer positions requiring criminal background checks will be determined by the city manager, based on the duties and responsibilities of the position or public safety. .

2.40.020 Procedure.

Prospective employees and some volunteers will be required to undergo a criminal background check. The City, will conduct all criminal background checks using the Law Enforcement Data System (LEDS) and the National Crime Information Center (NCIC). The background check will be performed by the Human Resource Manager, or other designated employee who is LEDS certified. The prospective employee or volunteer will fill out an authorization form which will be retained per policy. No information other than “does” or “does not” meet will be written on the form.

Any “hard copy” of the LEDS printout, shall be shredded. If the prospective employee or volunteer’s record is reported as “does not meet,” the city and Human Resource Manager will follow all applicable state rules and regulations related to the criminal history records obtained.

2.40.030 Retention of criminal record checks.

The written LEDS printout criminal history record on persons who are not hired as an employee, or a volunteer shall be shredded. No written LEDS printout criminal history record shall be retained. The records check request form will be retained by human resources in accordance with city policies and. OAR 166-200-0305(3)(b) Criminal Background Check Records, and thereafter shall be destroyed under record retention guidelines. Notes and paperwork pertaining to the criminal history information addressed or discussed with prospective employees and volunteers with a criminal history that are hired or appointed shall become a part of the confidential personnel file of that employee or volunteer which is

held by human resources. Access to confidential personnel files is limited to only authorized persons who have an official need to access such files that is sanctioned by law or regulation.


2.40.040 Use of criminal record checks.

Prospective employees or volunteers who have a felony criminal conviction, or a history of conviction of a misdemeanor involving moral turpitude, violence, or theft, shall be closely examined by selecting officials to determine if the person possesses the required degree of citizen and public trust and confidence. Each employment or volunteer selection will, however, be made on an individual, case-by-case basis, considering the person's qualifications, the requirements of the job or volunteer post applied for, and the results of the criminal history check. Factors including but not limited to the age of an offender at the time of the offense, the type of offense and subsequent rehabilitation, and the public sensitivity of the position under consideration shall be taken into account in evaluating a criminal history report.

2.40.050 SMC 2.40.040 provisions subject to labor contracts.

The provisions of SMC [2.40.040](#) are subject to city contracts with recognized unions.

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

	Agenda Item No.:	Topic:
	5.2	Adopt Resolution 24-13 – A Resolution of the Silverton City Council Updating the Master Fee Schedule
	Agenda Type:	
	Action	
	Meeting Date:	
June 17, 2024		
Prepared by:	Reviewed by:	Approved by:
Sheena Lucht	Cory Misley	Cory Misley

Recommendation:

Adopt Resolution 24-13 updating the Master Fee Schedule for the 2024-2025 fiscal year.

Background:

On June 5, 2023 the Master Fee Schedule was updated with Resolution 23-11. Staff is recommending the following modifications:

- Administrative Fees: 1) Change Return Check Fee from \$25.00 to \$35.00. 2) Create a credit card purchase fee of 3% for credit card payments over \$1,500, and 3) Change Lien Search fee from \$40.00 to \$50.00.
- Building Department and Planning Department Fees: Per the state requirements the Building Department can no longer charge for demolition permits so this fee is being moved to the Planning Department as a fee.
- Finance Department: 1) Change Utility Payment Late fee from \$10.00 to \$15.00, and 2) Increase all water, sewer, park, stormwater and street fees by 3.6% per the Western Region annual CPI-U as of December 2023.
- Police Department Fees: 1) Updating the Police Reports fees and Digital Media fees.
- System Development Charges (SDCs): Increase all SDC fees by 3.6% per the Western Region annual CPI-U as of December 2023.

Budget Impact	Fiscal Year	Funding Source
TBD	2024-2025	N/A

Attachments:

1. Resolution No. 24-13

CITY OF SILVERTON
RESOLUTION
24-13

A RESOLUTION OF THE SILVERTON CITY COUNCIL UPDATING THE MASTER FEE SCHEDULE FOR FISCAL YEAR 2024-2025.

WHEREAS, the City of Silverton performs and offers certain services, the cost of which are most reasonably borne by residents, as opposed to paying for said services from general City funds; and

WHEREAS, on June 5, 2023, the City Council adopted Resolution 23-11, updating the Master Fee Schedule, and

WHEREAS, the City Council desires to adopt an updated Master Fee Schedule annually to reflect changes in fees and Consumer Price Index (CPI) adjustments.

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

- Section 1:** Resolution 23-11 is hereby repealed.
- Section 2:** The Master Fee Schedule for all City departments is hereby updated and shown as Attachment A.
- Section 3:** The Utility Improvement Fees will be adjusted annually on July 1 according to the December CPI-U, as approved by City Council on June 18, 2018.
- Section 4:** Effective July 1, 2024, the water base charge, dwelling unit charge and the usage charge will adjust every July 1 according to the December CPI-U, as approved by City Council on June 18, 2018.
- Section 5:** Effective July 1, 2024, the sewer base charge, usage charge, flow rate, BOD rate and TSS rate will adjust every July 1 according to the December CPI-U, as approved by City Council on June 18, 2018.
- Section 6:** The System Development Charges will adjust every July 1 according to the December CPI-U.
- Section 7:** This Resolution is and shall be effective July 1, 2024 and will be updated annually.

Resolution adopted by the City Council of the City of Silverton, this 17th day of June, 2024.

Mayor, City of Silverton
Jason Freiling

ATTEST

City Manager, City of Silverton
Cory Misley



Master Fee Schedule

Attachment A

Administrative Fees

Public Records Request Fees	Fee Amount
Reports and Documents	\$15.00 for the first 10 double-sided pages \$0.25 per side for each additional page
Photocopy Fee per page for 8.5 x 11 (color)	\$0.30
Photocopy Fee per page for 11 x 17 (b & w)	\$0.30
Photocopy Fee per page for 11 x 17 (color)	\$0.60
Photo paper additional per page	\$0.60
Nonstandard document	Actual cost
Fax Fee per page	\$1.00
CD/DVD	\$5.00 each
8 GB USB flash drive	\$8.00
16-32 GB USB flash drive	\$10.00
64 GB USB flash drive	\$18.00
128 GB USB flash drive	\$32.00
Research requests up to 30 minutes	Reproduction costs only
Research requests 30 minutes and over	Reproduction costs + staff hourly wage (including benefits)
Budget Book	\$40.00
Annual Financial Report/Audit	\$40.00
Liquor License Fees	Fee Amount
Liquor License – New	\$50.00
Liquor License – Temporary	\$35.00
Liquor License – Renewal	\$25.00
Liquor License – Non-Profit	\$0.00
Special Event-Alcohol Permit	\$50.00
Miscellaneous Admin Fees	Fee Amount
Returned Check Fee	\$25.00 \$35.00
Credit Card Purchases Fee	Payments over \$1,500 add 3% fee
Lien Search Fee	\$40.00 \$50.00
Election Filing Fee	\$50.00
Street Closure Fee – for profit organizations only	\$75.00
Physical verification of reduction in number of business or living units	\$20.00
Document Processing and Recording Fee	\$25.00 + current Marion County recording fees

Building Division Fees

The final determination of valuation, occupancy, and/or construction type under any of the provisions of this order shall be made by the Building Official.

For debit/credit transactions over \$1,500 a 3% transaction charge will be added to the total balance of the permit.

A. Building Permits

The valuation to be used in computing the building permit and building plan review fees shall be the total value (rounded up to the nearest dollar) of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment. It also includes the contractor’s profit which should not be omitted.

The fees for each permit shall be as set forth in Tables A-1 and A-2. Valuation will be calculated using the City’s valuation table, as required by the State of Oregon, multiplied by the square footage of the structure or as stated by the applicant, whichever is greater. The cost per square foot for pole building accessory to one and two family dwellings, carports, decks and covered porches/patios shall be 50% of the valuation indicated for “Private Garages: on the City’s valuation table.”

Building Permit Fee Valuation Table (Table A-1)	
\$1 - \$2,000	\$75.00
\$2,001 - \$150,000	\$75.00 for the first \$2,000 plus \$7.80 for each additional \$1,000, or fraction thereof, to and including \$150,000
\$150,001 - \$250,000	\$1,229.40 for the first \$150,001 plus \$6.50 for each additional \$1,000, or fraction thereof
\$250,001 and above	\$1,879.40 for the first \$250,001 plus \$5.00 for each additional \$1,000, or fraction thereof

Building Permits – Related Fees (Table A-2)	
Residential Plan Review Fee	65% of the building permit fee
Commercial Plan Review Fee	85% of the building permit fee
Fire Life & Safety Plan Review Fee	100% of the building permit fee
Re-inspection Fee	\$75.00 per hour
Inspections outside normal business hours	\$97.50 per hour (minimum charge two hours)
Inspections for which no fee is specifically indicated	\$75.00 per hour (one hour minimum)

Additional Plan Review required by changes to the approved plans	\$75.00 per hour (one hour minimum)
Reissuance Fee – fee to reissue a permit that will expire by limitation and the project has not been abandoned	\$75.00
Solar Photovoltaic Systems installed using the prescriptive path described in section 305.4 of the Oregon Solar Installation Specialty Code (OSISC)	\$75.00 (includes application fee and one inspection)
Demolition Permit	\$75.00
Temporary Certificate of Occupancy	\$150.00 for Commercial/Multifamily per 30-day period \$50.00 one-time fee for 1 & 2 Family Dwellings
State Surcharge	As set by the State of Oregon
Zoning Surcharge – New or Replacement Residence	\$25.00
Zoning Surcharge – Commercial	5% of structural permit amount
Excavating grading and fill permits	Based on the valuation table A-1

B. Mechanical Permits

The fees for each permit shall be as set forth in Table B-1, B-2 and B-3. The valuation used to determine the commercial mechanical permit fee using Table B-1 shall include the value of all mechanical materials, equipment, labor, overhead and profit.

Commercial Mechanical Permit Fees (Table B-1)	
Commercial: New, Alterations, Additions, Repairs, and Accessory Structure	
Multifamily: New, Alterations, Additions, Repairs, and Accessory Structures	
Total Valuation	Permit Fee
\$1 - \$2,000	\$75.00
\$2,001 - \$150,000	\$75.00 for the first \$2,000 plus \$7.80 for each additional \$1,000, or fraction thereof, to and including \$150,000
\$150,001 and up	\$1,229.40 for the first \$150,001 plus \$6.50 each additional \$1,000, or fraction thereof
1 & 2 Family Mechanical Permit Fees (Table B-2)	
Furnace/burner including ducts and vents	\$20.00
Heaters/Stoves/Vents:	
Unit Heater	\$20.00
Wood/Pellet/Gas Stove/Flue	\$20.00
Repair/alter/add to heating appliance/refrigeration unit or cooling system/absorption system	\$20.00
Evaporated cooler	\$20.00
Vent fan with one duct/appliance vent	\$20.00

Hood with exhaust and duct	\$20.00
Gas Piping:	
One to four outlets	\$8.00
Additional outlets	\$2.00
Air Handling Units, including ducts	\$20.00
Compressor/Absorption Systems/Heat Pump	\$20.00
Miscellaneous Fees:	
Domestic incinerator	\$20.00
Other Regulated Equipment	\$20.00
Minimum Permit Fee	\$75.00

C. Manufactured Dwelling Placement Permits

One single permit fee is assessed to cover the placement of the manufactured dwelling, earthquake-resistant bracing system, plumbing connection including 30 feet each of sewer and water lines, electrical feeder connection, and mechanical connection. This permit does not include an electrical service.

Manufactured Dwelling Placement (Table C-1)	
Manufactured Home Placement Permit	\$305.00
State Surcharge	As required by the State
State Administrative Fee	As required by the State
Inspection outside of normal business hours	\$97.50 per hour (minimum charge two hours)
Investigation Fee for work done without permits = actual additional cost of ensuring that a building, structure or system is in conformance with State Building Code requirements (in addition to permit cost)	As determined by Building Official

D. Camp and Park Permits

The fees for each permit issued for the construction, addition, or alteration of a manufactured dwelling park, recreational vehicle park, or organizational camp developed shall be calculated using the valuation of the work and Tables A-1 & A-2.

E. Electrical Permits – Table E-1

Item	Fee	Allowed # of Inspections
A. Residential Per Unit, Service Included		
1,000 ft. or less	\$136.58	4
Each additional 500 ft.	\$27.31	
Limited Energy	\$65.55	2

Item	Fee	Allowed # of Inspections
Manufactured Home or Modular Dwelling Service or Feeder	\$65.55	2
B. Services or Feeders Installation, Alterations or Relocation (Does not include branch circuits)		
200 amps or less	\$81.94	2
201 amps to 400 amps	\$98.34	2
401 amps to 600 amps	\$163.90	2
601 amps to 1,000 amps	\$213.07	2
Over 1,000 amps or volts	\$464.40	2
Reconnect only	\$65.55	1
C. Temporary Services/Feeders Installation, Alternation, or Relocation		
200 amps or less	\$65.55	2
201 amps to 400 amps	\$87.41	2
401 amps to 600 amps	\$125.66	2
Over 600 amps or 1,000 volts – See services or feeders section above		2
D. Branch Circuits		
With service or feeder fee – each branch circuit	\$4.36	2
Without service or feeder fee – first branch circuit	\$65.55	2
- each additional branch circuit	\$4.36	
E. Miscellaneous (Service or Feeder Not Included)		
Each pump or irrigation circle	\$65.55	2
Each sign or outline lighting	\$65.55	2
Signal circuit(s) or limited energy panel, alternation or extension	\$65.55	2
F. Renewable Electrical Energy		
5 kva or less	\$79.00	3
5.01 to 15 kva	\$94.00	3
15.01 to 25 kva	\$156.00	3
F-1. For wind generation systems in excess of 25 kva		
25.01 to 50 kva	\$204.00	3
50.01 to 100 kva	\$469.00	3
Over 100 kva – See Services and Feeder Installation section above		3
F-2. For solar generation systems in excess of 25 kva		
Base fee	\$156.00	3
Each additional kva over 25 (permit fee will not increase beyond the calculation for 100 kva)	\$6.25 per kva	3
Inspections made outside of normal business hours	\$97.50 (minimum charge two hours)	
Investigation Fee for work done without permits = actual additional cost of ensuring that a building, structure or system is in conformance with State Building Code requirements (in addition to permit cost)	As determined by Building Official	
Plan Review Fee – a plan review is required for complex structures as defined by OAR Chapter 918, Division 311	25% of permit fee	

Item	Fee	Allowed # of Inspections
State Surcharge	As set by State of Oregon	

F. Plumbing Permits

The fees for each permit shall be as set forth in Table F-1, F-2 and F-3.

New 1 & 2 Family Dwelling Plumbing Permit Fee Schedule (Table F-1)	
1 & 2 Family Dwelling: New	
One Bathroom*	\$281.26
Two Bathrooms*	\$350.00
Three Bathrooms*	\$425.00
Each additional bath/kitchen	\$75.00
Each additional 100 feet of water, sewer or storm line	\$25.76
Additional fixtures (each)	\$16.87

*Includes one kitchen and up to 100 feet each of water, sewer and storm lines. A “half” bath is equivalent to a single bathroom.

Multipurpose or Continuous Loop Fire Suppression System (Table F-2)	
1-2,000 sq. ft.	\$125.66
2,001 – 3,600 sq. ft.	\$174.38
3,601 – 7,200 sq. ft.	\$240.39
7,201 sq. ft. or greater	\$337.64

Plumbing Permit Fee Schedule (Table F-3)	
Each Fixture – area drain, backflow preventer, bathtub, bidet, catch basin, clothes washer, dental unit, cuspidor, drinking fountain, floor drain, hose bib, ice maker, interceptor, laundry tub, receptor, sink, shower, trough drain, tub/shower, urinal, water closet, water heater, water softener, wet bar	\$16.87
Water line first 100 feet / each additional 100 feet	\$56.26 / \$25.76
Storm sewer first 100 feet / each additional 100 feet	\$56.26 / \$25.76
Sewer line first 100 feet / each additional 100 feet	\$56.26 / \$25.76
Medical gas installation (plan review required)	Based on valuation using Table A-1
Other fixtures or items not named above	\$16.87
Re-pipe	\$8.75 per fixture
Minimum Permit Fee	\$75.00

Plumbing Permits – Related Fees (Table F-4)	
Plan Review Fee – a plan review is required for Medical Gas Installations, Fire Suppression Systems, and complex structures as defined by OAR Chapter 918, Division 780	30% of permit fee
Inspections made outside of normal business hours (two hour minimum)	\$75.00 per hour
Additional inspections during normal business hours (one hour minimum)	\$75.00 per hour
Reinspection Fee	\$75.00 per hour

Investigation Fee for work done without permits = actual additional cost of ensuring that a building, structure or system is in conformance with State Building Code requirements (in addition to permit cost)	As determined by Building Official
State Surcharge	As set by the State of Oregon

Business License Fees

Type of License	Fee
Business License – 0-4 Full Time Employees, pro-rated semi-annually for businesses that did not have an active business license in the prior calendar year	\$75.00 annually
Business License – 5+ Full Time Employees, pro-rated semi-annually for businesses that did not have an active business license in the prior calendar year	\$125.00 annually
Business License Permit Fee – A fee for each Electrical, Mechanical and Plumbing permit. New residential and commercial construction permits would not qualify. Business License Fee Permit expires at the end of the calendar year issued.	\$25.00
Transient Merchant (less than 3 days)	\$100.00
Transient Merchant (90 days)	\$200.00
Transient Merchant – Mobile Food Vendor (90 days with three prepaid renewals included for one site (minimum one year lease required)	\$200.00 for the first year. Regular Business License fees apply thereafter
Street Maintenance Fee	\$250.00 annually
Transient Merchant – Non-profit (90 days)	\$0.00
Home Occupation, pro-rated semi-annually	\$50.00 annually
Tobacco Store – surcharge on business license	\$50.00 annually
Delinquent fee for unpaid license renewals (assessed February 1)	\$100.00

Finance Department

Type	Fee Amount
Utility Deposit	\$100.00
Utility Payment Late Fee (will be assessed on the 21 st of each month)	\$10.00 \$15.00
Monthly Interest Charge (if account is not paid by the last day of the month)	1.5%
Administrative Fee for Delinquent Accounts (accounts not paid by 5:00 pm the day before shut-off day)	\$40.00
Processing Fee for utility customer services Exception: Vacationers gone for more than one month	\$15.00
Garden Meter Turn On	\$15.00
After Hours Fee	\$65.00
Leak Adjustment Service Fee (deducted from credit allowed per Silverton Municipal Code (SMC) 13.04.215)	\$10.00
Cut/Damaged Meter Lock Fee	\$25.00
Hydrant Water Meter Deposit: Refundable Meter Deposit (Must be a State of Oregon Licensed Contractor; usage fee set by SMC as twice the residential usage rate)	\$1,300.00
Hydrant Meter Install Processing Fee	\$15.00
Utility Violation- Continuing offenses SMC 13.06.030 (Effective July 5, 2023)	\$500.00. Each repeat offense will result in a fine of \$100 more than the previous fine.

Finance Department - Water Rates

Water charges are made up of three parts, the base charge, the dwelling unit charge, and the usage charge. The following charges are for all Residential, Commercial and Industrial users **inside** the City limits. Customers outside of the City limits are charged at 1.5 times the rate for both water and sewer. Effective July 1, 2024, the base charge, usage charge, flow rate, BOD rate and TSS rate will adjust July 1 according to the West Region Consumer Price Index (CPI-U) annual average as of December approved by City Council on June 18, 2018. **The CPI-U as of December 2023 is 3.6%.**

BASE CHARGE (per account based on meter size) – All Single-Family Residential inside the City	
Meter Size (inches)	Rate Effective 07/01/20234
1 inch and smaller	\$21.88 \$22.67

1 ½	\$72.92 \$75.55
2	\$116.67 \$120.87
3	\$233.33 \$241.73
4	\$364.56 \$377.68

BASE CHARGE (per account based on meter size) – All Multi-Family Residential, Commercial, and Industrial inside the City	
Meter Size (inches)	Rate Effective 07/01/20234
5/8 & 3/4	\$21.88 \$22.67
1	\$36.46 \$37.77
1 ½	\$72.92 \$75.55
2	\$116.67 \$120.87
3	\$233.33 \$241.73
4	\$364.56 \$377.68

Fixed Cost Per Billing Unit	Usage Charge (per 100 cubic feet)
Rate Effective 07/01/20234	Rate Effective 07/01/20234
\$5.68 \$5.88	\$3.71 \$3.84

Finance Department – Sewer Rates

Sewer charges are made up of two parts, the base charge and a usage charge. The base charge is a monthly flat fee and shall be the greater rate based on number of units or the meter equivalent. Effective July 1, 2024, the base charge, usage charge, flow rate, BOD rate and TSS rate will adjust every July 1 according to the West Region Consumer Price Index (CPI-U) annual average as of December approved by City Council on June 18, 2018. **The CPI-U as of December 2023 is 3.6%.**

Sewer Usage Charge

Winter averaging for residential users who do not opt out of averaging shall be based on the user's average monthly water consumption using the billed usage for the previous months of November, December, January, February, March and April. In the case where water service has been turned off for not more than two months during the six month period, the four remaining months of usage shall be used for calculating the average. Residential sewer users not having a previous consumption for at least four of the months shall have their sewer consumption determined by administrative policy.

Users electing to opt out of winter averaging will have their sewer bill calculated based on actual water consumption each month. An election to opt out of winter averaging must be communicated in writing to the Finance Department before April 30 each year. After April 30 each year, a user's election cannot be changed and remains in effect for 12 months. An election to opt out of winter averaging is permanent and remains in effect until a user opts back into winter averaging prior to

April 30 of any given year. An election to either opt in or out of winter averaging is effective in May following the election.

Residential users not having metered water service shall be billed based on a City wide average usage for residential customers. All rates for utility customers located outside the City limits will be billed at 1.5 times the rates listed below.

BASE CHARGE – Residential base rate per unit inside the City	
Class	Rate Effective 07/01/20234
Residential	\$29.91 \$30.99

BASE CHARGE – Commercial I, Commercial II, Commercial III, Commercial IV and Industrial based on Meter Equivalent inside the City		
Meter Size (inches)	Meter Equivalent Factor	Rate Effective 07/01/20234
5/8 & 3/4	1	\$29.91 \$30.99
1	2.5	\$74.78 \$77.48
1 ½	5	\$149.55 \$154.95
2	8	\$239.28 \$247.92
3	15	\$448.65 \$464.85
4	25	\$747.75 \$774.75
6	50	\$1,495.50 \$1,549.50

Usage Charge per 100 cubic feet of usage	
Class	Rate Effective 07/01/20234
Residential	\$8.25 \$8.55
Commercial I	\$8.25 \$11.22
Commercial II	\$9.88 \$10.24
Commercial III	\$11.71 \$12.13

All Commercial IV and Industrial inside the City	
Rate Effective 07/01/20234	
Flow - \$6.18 \$6.40/ccf	5% allotted for total load overage charge BOD - \$1.00/lb. TSS - \$1.00/lb.
BOD - \$0.80 \$0.83/lb.	
TSS - \$0.80 \$0.83/lb.	

Industrial User – Administrative Fines			
Effective 7/1/20234			
*Class of Violation	Major	Moderate	Minor
Class I	\$2,500	\$1,000	\$200
Class II	\$750	\$500	\$200
Class III	\$250	\$100	\$50

**per definition in Pretreatment Program-Enforcement Response Plan*

Finance Department – Improvement Fees

All improvement fees will adjust every July 1 according to the West Region Consumer Price Index (CPI-U) annual average as of December approved by City Council on June 18, 2018. Improvement fees are collected on the monthly utility bills and help pay for the following:

Parks Fee: construction, operation and/or maintenance of park and marine properties owned or controlled by the City.

Stormwater Fee: planning, management, construction, preservation, maintenance and where necessary, alteration of the City’s stormwater system.

Street Maintenance Fee: planning, management, construction, preservation, maintenance and where necessary, alteration of City owned or controlled streets as a way to supplement other sources of revenue for those purposes.

Parks Fee	
Single Family Residential Developed Property, an accessory dwelling unit and single occupant Nonresidential Developed Property shall each be treated as one (1) Billing Unit for purposes of calculating this fee.	\$1.95 \$2.02
Multi-family Residential Property, including but not limited to duplexes, apartment buildings, manufactured home parks and manufactured home subdivisions, shall be calculated by assuming that each separate Living Unit shall be counted and billed as one (1) Billing Unit. For example the monthly fee for a 20 unit apartment complex would be 20 times the monthly fee.	\$1.95 \$2.02
Multi-tenant commercial or industrial properties, each tenant having a distinct and separate business or living unit shall be treated and charged as one (1) Billing Unit. For example the monthly fee for a retail shopping center with 10 distinct businesses would be 10 times the monthly fee.	\$1.95 \$2.02
A motel, hotel or resort shall be calculated by assuming each room is part of the same Nonresidential Developed Property and shall be billed as one (1) Billing Unit. B&B’s are included in this definition.	\$1.95 \$2.02
Institutional uses such as churches, schools and hospitals shall be billed as one (1) Billing Unit for each campus provided each structure on the particular campus is being used for institutional purposes and not leased or rented to any third party. Structures leased or rented to any third party will be billed as a separate Billing Unit to the Responsible Party. Transitional housing units shall not be counted as a billing unit.	\$1.95 \$2.02
Stormwater Fee	
The Responsible party for each Developed Property shall be billed the Stormwater Fee equal to the amount of Impervious Surface on the Developed Property under their ownership, occupancy or control divided by one (1) EDU. One (1) EDU is 3,121 square feet.	\$9.03 \$9.36 based on impervious surface

Street Maintenance Fee	
Single Family Residential Developed Property, an accessory dwelling unit and single occupant Nonresidential Developed Property shall each be treated as one (1) Billing Unit for the purpose of calculating this fee.	\$11.62 \$12.04
Multi-family Residential Property, including but not limited to duplexes, apartment buildings, manufactured home parks and manufactured home subdivisions, shall be calculated by assuming that each separate Living Unit shall be counted and billed as one (1) Billing Unit. For example, the monthly fee for a 20 unit apartment complex would be 20 times the monthly fee.	\$11.62 \$12.04
Multi-tenant commercial or industrial properties, each tenant having a distinct and separate business or living unit shall be treated and charged as one (1) Billing Unit. For example, the monthly fee for a retail shopping center with 10 distinct businesses would be 10 times the monthly fee.	\$11.62 \$12.04
A motel, hotel or resort shall be calculated by assuming each room is part of the same Nonresidential Developed Property and shall be billed as one (1) Billing Unit. B&B's are included in this definition.	\$11.62 \$12.04
Institutional uses such as churches, schools and hospitals shall be billed as one (1) Billing Unit for each campus provided each structure on the particular campus is being used for institutional purposes and not leased or rented to any third party. Structures leased or rented to any third party will be billed as a separate Billing Unit to the Responsible Party. Transitional housing units shall not be counted as a billing unit.	\$11.62 \$12.04

Municipal Court Fees

Type	Fee Amount
Payment Agreement Fee (waived if account is paid within 30 days)	\$25.00
Suspension Fee (Per ORS 809.267)	\$15.00
Court Collection Fee (maximum \$250.00) (Per ORS 137.118)	25%
Reinstatement Fee	\$20.00
Fail to Appear Fee	\$25.00
Fail to Pay per Payment Agreement	\$35.00
Correctable Violation	\$50.00

Planning Department Fees

Type	Fee
Adjustment Application	\$550.00
Annexations:	
Minor – Less than two (2) acres	\$2,750.00
Major – Two (2) or more acres: or if it involves more than one (1) property	\$2,750.00 plus \$55.00 per acre for every acre over five (5) acres
Comprehensive Plan Amendment Application	\$2,750.00
Conditional Use Application	\$1,100.00
Design Review:	
New Construction	\$825.00
Addition	\$550.00
Public Hearing Required	\$1,100.00
Parking Lot Only	\$550.00
With Traffic Analysis – performed by City’s Traffic Engineer	\$350.00 (plus actual cost of the Traffic Analysis)
Land Use Approval Extension Application	\$300.00
Historic Design Review Application	\$50.00
Modification:	
Minor	\$400.00
Major	\$550.00
Partition:	
Minor	\$550.00
Major	\$825.00
Final Plat Approval	\$350.00
Property Line Adjustment	\$550.00
Planned Unit Development:	
Without Traffic Analysis	\$2,750.00 (\$27.50 per lot)
With Traffic Analysis – performed by City’s Traffic Engineer	\$3,500.00 (plus \$27.50 per lot and actual cost of Traffic Engineer review)
With Traffic Analysis – performed by the Professional Engineer	\$3,500.00 (plus \$27.50 per lot and actual cost of City’s Traffic Engineer review)
Final Plat Approval	\$660.00

Type	Fee
Subdivision:	
Without Traffic Analysis	\$2,750.00
With Traffic Analysis – performed by City’s Traffic Engineer	\$3,500.00 (plus \$27.50 per lot and actual cost of Traffic Engineer review)
With Traffic Analysis – performed by the Professional Engineer	\$3,500.00 (plus \$27.50 per lot and actual cost of City’s Traffic Engineer review)
Final Plat Approval	\$660.00
Variance Application	\$725.00
Zone Map or Text Change Application	\$2,750.00
Appeal of a Land Use Decision Application	\$500.00
Code Interpretation Application	\$100.00
Floodplain Development Permit	\$300.00
Formal Pre-Application Process	\$300.00
Outdoor Seating Permit	\$50.00
Sign Posting Deposit – Agreement to pay for sign if not returned at conclusion of land use action	\$300.00
Street Vacation	\$725.00
Temporary Sales Office/Model Home Application	\$100.00
Temporary Building/Trailer/Structure	\$100.00
City Master and Comprehensive Plans	\$35.00
Demolition Permit	\$75.00

Police Department Fees

Type	Fee Amount
Finger Print Fee	\$15.00
Police Reports and Incident Reports *\$20.00 for the first 25 double-sided pages and \$0.25 per side for each additional page	\$20.00*
Impounded Vehicle Release Fee	\$125.00
Public Record Fees:	
Police Reports and Incident Reports	\$15.00 for the first 10 double-sided pages. \$0.15 per side for each additional page
8.5 x 11 copy charge (black & white)	\$0.15 per page
8.5 x 11 copy charge (color)	\$0.30 per page
Fax	\$1.00 per page
Research requests up to 30 minutes	Reproduction costs only.
Research requests 30 minutes and over Includes redaction time	Reproduction costs + staff hourly wage (including benefits)
Digital Media:	
Digital	\$10.00
8 GB USB flash drive	\$15.00
16-32 GB USB flash drive	\$20.00
64 GB USB flash drive	\$25.00
128 GB USB flash drive	\$35.00

Public Works Fees

Type	Fee Amount	
Public Utility Permit:		
New or Replacement Water, Sanitary Sewer or Storm Sewer Construction Permit	\$125.00 per type	
Utility Service Tapping Fees (taps are performed by City staff)	\$275.00	
Sidewalk, Driveway or Curbing Permit:		
New or Replacement Construction Permit	\$88.00 per type	
Street Cut:		
Existing Surfaced Street Cut and Repair Permit Fee	\$183.00	
Septage Disposal:		
Per Load Toxicity Testing Fee (Must be a State of Oregon Licensed Septage Hauler)	\$20.00	
Septage Usage Fee (minimum fee is \$50.00)	\$0.18 per gallon	
Public Improvement Development Engineering Services:		
Percentage of City approved Engineer's final cost estimate (2.5% Inspection Fee for first and second inspections; 2.5% Technical Plan Review Fee for first and second technical plan reviews)	5%	
Public Improvement Additional Design Review Fee:		
Additional Technical Plan Review Fee for each plan review beyond the second review (one hour minimum)	\$75.00 per hour	
Public Improvement Re-Inspection Fee:		
Additional Inspection Fee for each inspection beyond the second inspection (one hour minimum)	\$75.00 per hour	
Engineering Copies:		
Per 18" x 24" copy	\$3.00	
Per 24" x 36" copy	\$4.00	
Per 36" x 48" copy	\$5.00	
Facility Fees	Rental Rate	Deposit
Community Center:		
Category One: Events sponsored by the City of Silverton or a non-profit Sub-lessee of the Community Center	\$0.00	\$0.00
Category Two: Includes civic, non-profit and community service organizations	\$10.00 per hour	\$350.00
Category Three: Events held by for profit, private organizations, including meetings, events, seminars and classes	\$25.00 per hour	\$350.00
Coolidge McClaine Park:		
Pavilion only	\$200.00 per day	\$50.00
Pavilion with kitchen	\$400.00 per day	\$350.00
Other Facility Use Fees:		
Special Event Permit Fee (Fee waived for non-profit organizations in the City of Silverton and events under 100 participates)	\$50.00	

Stopping, Standing and Parking Fees

Fee / Violation	Fee Amount
Loading Zone Use Restriction Violations (SMC 10.08.024(C))	\$50.00 for each violation and for every 2 hours on the same date
Meter Hoods (SMC 10.08.033)	\$25.00 deposit per hood \$5.00 daily fee per hood
Parking methods authorized violation must be no more than 12 inches from curb, in direction of traffic (SMC 10.08.021)	\$10.00 for first offense
Meters – Legal Time Limit (SMC 10.08.030)	\$20.00 first offense (meter expired) \$20.00 (2 hour meter violation) \$35.00 after second offense (4 hours at same 2 hour meter after initial violation) \$60.00 after third violation (6 hours at same 2 hour meter after first and second cite issued)
Parking Space Markings (SMC 10.08.050)	\$20.00 first offense for vehicle over space (across marked parking space) \$20.00 for first offense not parked in a parking space
Logging and other large vehicles parked in excess of two (2) hours (SMC 10.08.190)	\$50.00 first offense
Street Sweeping (SMC 10.08.300)	\$20.00 for first offense (failure to move vehicle) \$35.00 for second offense \$60.00 for third offense
Violation Notice Form Penalties (SMC 10.08.210(B))	\$25.00 additional fine for late payment (14 days after issuance) \$50.00 additional fine for late payment (29 days after issuance)
Violation Failure to Pay Fine (SMC 10.08.220)	\$50.00 administrative fee (Boot Fee) in addition to payment of all outstanding fines owed to the City
Non-payment of Parking Fines	\$25.00 collection fee for all non-paid parking fines sent to collections
Parking permits for on-street and the Lewis Street Parking Lot (see Attachment 1 for a map)	\$20.00 per month for downtown employees \$0.00 for downtown residents

Fee / Violation	Fee Amount
Silverton Marine Park	<u>Day Use</u> Personal Vehicle: \$5.00 Vehicle with Trailer: \$5.00 Bus: \$5.00 <u>Annual Pass</u> Silverton Resident: \$30.00 Silverton Resident-Senior (over 60): \$25.00 Non-Resident: \$40.00 Non-Resident- Senior (over 60): \$35.00
Permit Replacement Fee	\$10.00

System Development Charges (SDCs)

SDCs are one-time charges for new development – designed to recover the costs of infrastructure capacity needed to serve new development. Based on Oregon State Statute (ORS 223.304), the charges are broken down into three components: 1) reimbursement to recover existing facility capacity available for growth; 2) improvement to recover planned capacity improvements for growth; and 3) administration to recover direct costs.

All SDC fees will be adjusted annually on July 1 according to the West Region Consumer Price Index (CPI-U) annual average as of December to account for changes in the costs acquiring and constructing facilities. The CPI-U as of December 2023 is 3.6%.

Scalable SDCs for Single Family Homes

The Scalable System Development Charges for Single Family Homes applies based on the living area of a single family home. “Living area” means the habitable floor area of a residential structure conforming to applicable building codes; typically this does not include the garage area, attic and/or basement areas with substandard ceiling height or substandard egress.

Water SDC Schedule for Single-Family	Square Feet	Fixture Units	Reimbursement SDC	Improvement SDC	Total SDC
Starting SDC per single-family residence	644	17.0000	\$1,231.63 \$1,275.97	\$6,287.49 \$6,513.84	\$7,519.12 \$7,789.81
SDC per square foot of single-family residence	1	0.0043	\$0.31 \$0.32	\$1.57 \$1.63	\$1.88 \$1.95
Maximum SDC per single-family residence	3,648	29.7887	\$2,158.16 \$2,235.85	\$11,017.43 \$11,414.06	\$13,175.59 \$13,649.91
Wastewater SDC Schedule for Single-Family	Square Feet	Fixture Units	Reimbursement SDC	Improvement SDC	Total SDC
Starting SDC per single-family residence	644	1.0000	\$627.29 \$649.87	\$1,296.92 \$1,343.61	\$1,924.21 \$1,993.48
SDC per square foot of single-family residence	1	0.0016	\$0.97 \$1.00	\$2.02 \$2.09	\$2.99 \$3.10
Maximum SDC per single-family residence	2,605	4.0475	\$2,539 \$2,630.40	\$5,249.34 \$5,438.32	\$7,788.34 \$8,068.72
Transportation SDC Schedule for Single-Family House	Square Feet	Fixture Units	Reimbursement SDC	Improvement SDC	Total SDC
Starting SDC per single-family residence	644	1.0000	\$245.64 \$254.48	\$1,213.03 \$1,256.70	\$1,458.67 \$1,511.18
SDC per square foot of single-family residence	1	0.0016	\$0.38 \$0.39	\$1.89 \$1.96	\$2.27 \$2.35
Maximum SDC per single-family residence	2,605	4.0475	\$994.24 \$1,030.03	\$4,909.79 \$5,086.54	\$5,904.03 \$6,116.58
Parks SDC Schedule for Single-Family House	Square Feet	Fixture Units	Reimbursement SDC	Improvement SDC	Total SDC
Starting SDC per single-family residence	644	1.0000		\$2,420.73 \$2,507.88	\$2,420.73 \$2,507.88
SDC per square foot of single-family residence	1	0.0016		\$3.76 \$3.90	\$3.76 \$3.90
Maximum SDC per single-family residence	2,605	4.0475		\$9,798.04 \$10,150.77	\$9,798.04 \$10,150.77
Stormwater SDC Schedule for Single-Family			Reimbursement SDC	Improvement SDC	Total SDC
Starting SDC per single-family residence			\$0.1618 \$0.1676	\$0.1400 \$0.1450	\$0.3018 \$0.3127

Additions to Single Family Homes

Additions to Single Family Homes including Accessory Dwelling Units are not exempt from System Development Charges. The above SDC per square foot applies to additions and ADU's where the resulting living area exceeds 1,834 square feet. Any square footage over 1,834 would incur the SDCs on a per square foot basis per the above tables for all SDCs.

Non- Scalable SDCs for all other System Development Charges

Water SDCs

Meter Size	Reimbursement Fee	Improvement & Administrative Fee	Total
3/4"	\$1,499 \$1,553	\$7,655 \$7,931	\$9,154 \$9,483
1"	\$2,498 \$2,588	\$12,759 \$13,218	\$15,257 \$15,806
1.5"	\$4,997 \$5,177	\$25,520 \$26,439	\$30,517 \$31,616
2"	\$7,995 \$8,283	\$40,832 \$42,302	\$48,827 \$50,585
3"	\$14,990 \$15,530	\$76,559 \$79,315	\$91,549 \$94,845
4"	\$24,985 \$25,884	\$127,598 \$132,192	\$152,583 \$158,076
6"	\$49,969 \$51,768	\$255,195 \$264,382	\$305,164 \$316,150
8"	\$79,951 \$82,829	\$408,312 \$423,011	\$488,263 \$505,840

Wastewater SDCs

Meter Size	Reimbursement Fee	Improvement & Administrative Fee	Total
5/8" & 3/4"	\$1,679 \$1,739	\$3,465 \$3,590	\$5,144 \$5,329
1"	\$2,795 \$2,896	\$5,776 \$5,984	\$8,570 \$8,879
1.5"	\$5,589 \$5,790	\$11,552 \$11,968	\$17,141 \$17,758
2"	\$8,943 \$9,265	\$18,481 \$19,146	\$27,424 \$28,411
3"	\$17,884 \$18,528	\$36,964 \$38,295	\$54,849 \$56,824
4"	\$27,945 \$28,951	\$57,756 \$59,835	\$85,702 \$88,787
6"	\$55,890 \$57,902	\$115,512 \$119,670	\$171,402 \$177,572
8"	\$89,424 \$92,643	\$184,820 \$191,474	\$274,244 \$284,117
10"	\$139,725 \$144,755	\$288,782 \$299,178	\$428,507 \$443,933
12"	\$241,445 \$250,137	\$499,015 \$516,980	\$740,459 \$767,116

Stormwater SDCs

Meter Size	Reimbursement Fee	Improvement & Administrative Fee	Total
Per EDU	\$505 \$523	\$464 \$481	\$969 \$1,004
Per sq. ft.	\$0.1618 \$0.1676	\$0.1400 \$0.1450	\$0.3018 \$0.3127

Parks SDCs

Customer Classification	Number of Dwelling Units	Reimbursement Fee	Improvement Fee	Total
Multi Family \$/dwelling unit	1	\$0	\$4,287 \$4,441	\$4,287 \$4,441
Duplex	2	\$0	\$8,575 \$8,884	\$8,575 \$8,884
Tri-plex	3	\$0	\$12,862 \$13,325	\$12,862 \$13,325
Four-plex	4	\$0	\$17,150 \$17,767	\$17,150 \$17,767
Apartment Complex	*	*	*	*
Condominium Complex	*	*	*	*
Retirement/Assisted Living	*	*	*	*
Business - \$/FTE	-	\$	\$92 \$95	\$92 \$95


* Multiply the number of dwelling units by the corresponding detached multi-family per dwelling fee component.

Transportation SDCs

Land Use*	Improvement Fee	Reimbursement Fee	Compliance	Total
Apartment	\$2,020 \$2,093	\$433 \$449	\$123 \$127	\$2,576 \$2,669
General Office Building	\$4,854 \$5,089	\$1,042 \$1,080	\$295 \$306	\$6,191 \$6,414
General Light Industrial	\$3,160 \$3,274	\$678 \$702	\$192 \$199	\$4,030 \$4,175
High-Turnover (sit down restaurant)	\$12,755 \$13,214	\$2,738 \$2,837	\$775 \$803	\$16,268 \$16,854

*These are the most common land-use applications; see Attachment 2 for a complete list of ITE codes.

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

	Agenda Item No.:	Topic:
	5.3	Resolution No. 24-12 – Extending the City of Silverton’s Workers’ Compensation coverage to certain volunteers
	Agenda Type:	
	Action	
	Meeting Date:	
June 17, 2024		
Prepared by:	Reviewed by:	Approved by:
Kathleen Zaragoza	Sheena Lucht	Cory Misley

Recommendation:

Motion to adopt Resolution No. 24-12 extending the City of Silverton’s Workers’ Compensation coverage to certain volunteers.

Background:

According to ORS 656.031, 656.041 and 656.046, in order to secure Workers’ Compensation coverage for certain volunteers, a public entity must have its governing body pass a resolution that designates the categories of volunteers to be covered, describe the work duties to be performed, estimate the number of volunteers to be covered in each category, and identify an assumed wage for the basis of benefits and billing.

This resolution reflects SAIF Corp’s ongoing requirement to use an hourly rate of pay rather than a monthly assumed wage for certain volunteer positions.

Budget Impact	Fiscal Year	Funding Source
\$31,680	2024-2025	General Fund

Attachments:

1. Resolution No. 24-12

CITY OF SILVERTON
RESOLUTION
24-12

A RESOLUTION OF THE SILVERTON CITY COUNCIL EXTENDING WORKERS' COMPENSATION COVERAGE TO CERTAIN VOLUNTEER POSITIONS

WHEREAS, pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteers listed in this resolution, noted on the workers' compensation payroll schedule, and verified at audit:

1. Public Safety Volunteers

An assumed monthly wage of \$800 will be used for applicable public safety volunteers in the following volunteer positions:

- Police reserve

2. Applicable volunteer boards, commissions and councils for the performance of administrative duties.

All applicable non-public safety volunteers, volunteer boards, commissions and councils listed below will track their hours and City staff will report those hours using Oregon's minimum wage rate in effect January 1st of the calendar year in which the policy is effective:

- a. City Council
- b. Planning Commission
- c. Budget Committee

3. Non-public safety volunteers

All applicable non-public safety volunteers listed below will track their hours and City staff will report those hours using Oregon's minimum wage rate in effect January 1st of the calendar year in which the policy is effective:

- Parks and recreation
- Other

4. Other volunteers

Volunteer exposures not addressed here will have workers' compensation coverage if, prior to the onset of the work:

- a. The City of Silverton provides at least two weeks' advance written notice to the workers' compensation carrier underwriting department requesting the coverage.
- b. The workers' compensation carrier approves the coverage and date of coverage.
- c. The workers' compensation carrier provides written confirmation of coverage.

The City of Silverton agrees to maintain verifiable rosters for all volunteers including volunteer name, date of service and hours of service and make them available at the time of a claim or audit to verify coverage.

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

Section 1: Workers' Compensation coverage is provided as indicated above.

Section 2: That this resolution is and shall be effective July 1, 2024 through June 30, 2025.


Resolution adopted by the City Council of the City of Silverton, this 17th day of June, 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**

	Agenda Item No.:	Topic:
	5.4	YMCA/Silverton Community Pool Operations Agreement Extension
	Agenda Type:	
	Action	
	Meeting Date:	
	June 17, 2024	
Prepared by:	Reviewed by:	Approved by:
Cory Misley	Cory Misley	Cory Misley

Recommendation:

Authorize the City Manager to execute an extension agreement with the YMCA for operating the Silverton Community Pool.

Background:

The Family YMCA of Marion and Polk Counties provides activity opportunities and select operational services at the Silverton Community Pool. In addition, the YMCA also provides recreational opportunities at other locations in Silverton for adults and children. The existing agreement for pool operations will expire June 30, 2024. The extension only changes the term of the operating agreement currently in place.

Separately, per the agreement in Section 4.4, the YMCA is required to give prior notice to the City before changing the charges during the term. The YMCA is planning to increase rates, as shown in Attachment 3, effective July 1, 2024.

Budget Impact	Fiscal Year	Funding Source
\$50,000	FY 2024-25	Pool Operations Fund

Attachments:

1. Pool Operations Agreement from July 1, 2022 (*for reference only)
2. Extension of Pool Operations Agreement to June 30, 2025
3. YMCA Pool Rates
4. YMCA Pro Forma, Letter, and Membership Dues

POOL OPERATION AGREEMENT
Between the FAMILY YMCA OF MARION & POLK COUNTIES
and the CITY OF SILVERTON, OREGON

The City of Silverton ("City") owns the Silverton Community Pool located at 601 Miller Street, Silverton, Oregon ("Pool"). The City and the Family YMCA of Marion & Polk Counties ("YMCA") wish to enter into an Agreement for operation and maintenance of the Pool.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the YMCA hereby agree as follows:

I. AGREEMENT

As long as ownership is vested in the City, the City and the YMCA agree to cooperate in the operation and maintenance of the Pool for educational and/or recreational programs and activities for the general benefit of the public. The City agrees to furnish the Pool "AS IS" to the YMCA for the duration of this Agreement, or until this Agreement is terminated.

II. TERM OF AGREEMENT

The term of this Agreement will commence on July 1, 2022 and will expire, unless sooner terminated in accordance with the terms of this Agreement, on June 30, 2023 (the "Term"). Continuation of this Agreement and/or operation of the Pool after June 30, 2023 shall be subject to the City, in its sole discretion, having adequate funds in its budget to do so. It is expressly understood that neither party has any obligation to continue this Agreement beyond June 30, 2023.

III. CONSIDERATION

The City shall pay the YMCA \$50,000 per calendar year, payable in monthly installments beginning on July 1, 2022, and continuing on the first day of each calendar month throughout the Term. Any materials and/or equipment purchased either by the City or with City funds for the Pool will remain an asset of the City of Silverton and will be returned to the City at the termination of this Agreement.

IV. POOL USE, POLICIES & FEES

4.1 The goal of the City and the YMCA is to provide recreational and swimming programs at the pool on a year-round basis. The City, with prior notice to the YMCA, shall have the discretion of scheduling programs and activities at any time the pool is available for use, provided any such use does not unreasonably interfere with the YMCA's scheduling or ability to maximize its revenue from the operation of the Pool.

4.2 The City reserves the right to institute Pool use policies and procedures, and customer service guidelines where gaps in existing YMCA policies, procedures and guidelines exist. The City Manager, with City Council direction, is authorized to make such changes in cooperation with the YMCA. However, the City shall have final say on all such policies, procedures and guidelines.

4.3 The YMCA, after consulting with the Advisory Board established pursuant to the Program Service Agreement between the YMCA and the City, may establish fees and/or charges for the operation and use of the Pool. The YMCA shall report to the

City its schedule of all fees and charges on July 1, 2022. Prior notice shall be given by the YMCA to the City before these fees and charges are changed during the term of this Agreement. The YMCA shall receive and account for all City payments received by the YMCA during the term of this Agreement. The YMCA shall receive and account for all City payments received by the YMCA during the term of this Agreement and all other Pool operations fees, charges, proceeds, and donation related to the Pool.

- 4.4 The YMCA shall provide a distinction between admission fees between City residents and people who do not live inside the Silverton City limits. People who live outside the City limits will pay a higher fee for the use of the pool than people who live inside the City. This distinction will not be based on having a Silverton address, but whether a user actually lives inside the City. Any vending machines on site are the responsibility of the YMCA, and the YMCA may keep any revenue derived from those machines. YMCA agrees to follow all state laws related to vending machines. All vending machines on public property are to be operated by a vendor licensed by the Commission for the Blind, in addition to other statutory requirements under ORS 346.520.

V. YMCA AND CITY OBLIGATIONS

5.1 YMCA Obligations

- 5.1.1 Routine and general maintenance, operation, safety and security of the Pool, as including but not limited to those listed in "Exhibit A". Routine, ongoing maintenance shall be budgeted as part of the Pool's operating expenses.
- 5.1.2 Monitoring water quality ("Exhibit A") and timely communicating with City staff on needed adjustment in chemical rates.
- 5.1.3 Providing all program and office supplies and materials, including all advertising, publicity and reproduction costs.
- 5.1.4 Policing of the Pool, as defined herein. Monitoring Pool for security purposes and notifying the Silverton Police Department whenever public safety issues arise.
- 5.1.5 Monitoring the Pool for general maintenance and notifying the Silverton Public Works Department whenever such problems arise.
- 5.1.6 Providing qualified staffing and supervision meeting all state and county requirements. Lifeguards must be Red Cross or YMCA certified. All Staff shall be employees of the YMCA, not the City.
- 5.1.7 Notifying Public Works Administration immediately whenever a county or state inspector is on site. This includes Marion County Health, Oregon State Health Authority, Oregon Occupational Safety and Health Administration (OSHA), and any other such regulatory entities.
- 5.1.8 In the event the YMCA receives a customer service complaint or is made aware of issues at the Pool relating to City operations, the YMCA shall disclose that information to the City so that the City can address the issues.
- 5.1.9 The YMCA shall be responsible for any additional costs incurred related to personnel, loss of income, etc., when the Pool is out of service due to equipment breakdowns, maintenance or repairs.
- 5.1.10 Providing a fiscal year budget (July through June) to the City at the initiation of this Agreement and a financial statement that is prepared accordingly to

Generally Accepted Accounting Principles, and pool report including a list of all programs and activities provided at the Pool the prior month and every month during the term of this Agreement. The report will be submitted prior to the beginning of the next month. The YMCA will utilize such reporting methods as are consistent with YMCA operating procedures. The YMCA will also provide a one-year summary financial report at the conclusion of this Agreement, by August 1, 2023.

- 5.1.11** Developing and administering swimming programs and activities at the Pool, including hiring employees, scheduling, providing office supplies and equipment, and managing any such program. Swimming programs and activities shall include, but not be limited to, lap swimming, open swim time, lessons and fitness programs.
- 5.1.12** Whenever the swimming pool, or any part of the swimming pool, will not be in use for an extended period of four (4) hours or more, YMCA staff will cover the swimming pool with the thermal pool blankets provided by the City when the external canopy is not in place, to help lower the cost to the City of heating the swimming pool.
- 5.1.13** Any non-aquatic exercise use of the Pool shall require advance notice and approval by the City.
- 5.1.14** Washing machine and dryer maintenance, upkeep and replacement are the responsibility of the YMCA.
- 5.1.15** Pool vacuum repair expenses, beyond normal wear and maintenance, will be a responsibility of the YMCA.

5.2 City Obligations

- 5.2.1** In the event the City receives a customer service complaint or is made aware of issues at the Pool relating to YMCA operations, the City shall disclose that information to the YMCA so that the YMCA can address the issues.
- 5.2.2** Materials and labor costs of mechanical repairs will be provided by the City. The City shall obtain any permits necessary for pool operations.
- 5.2.3** City staff shall make routine visits to monitor chemical feed rates and equipment operation.
- 5.2.4** Providing operational supplies, such as chemical disinfectants, restroom supplies, cleaning supplies, laundry soap, automated external defibrillator (AED) supplies and pool safety supplies.
- 5.2.5** After receiving timely written notice from the YMCA, then City shall address as soon as practicable all maintenance related issues that compromise patron's health and well-being.
- 5.2.6** Major capital maintenance and improvements including plumbing repairs, repair of building structures, roof replacement, pool or deck repairs and/or fixed equipment shall be considered outside of the YMCA's responsibilities for routine maintenance of the pool. Funding for these items may be considered and financed separately from operations.
- 5.2.7** Grounds keeping services at the Pool including mowing and vegetation removal will be coordinated by the City.

- 5.2.8 The City shall furnish water, sewer, electric, natural gas, local telephone and solid waste disposal services at no cost to the YMCA. YMCA shall pay all expenses assessed for connection, operation and services of all other utilities.
- 5.2.9 Provide annual training and/or updated manuals for equipment including the pool vacuum, pool lift and AED.

VI. INSURANCE

- 6.1 The YMCA agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Oregon, covering all operations under this Agreement, whether performed by Contractor or its employees or agents. Before commencing the work, the YMCA shall furnish to the City a certificate or certificates in a form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall name the City of Silverton as an additional insured with accompanying endorsements and all certificates and endorsements shall provide that the policy shall not be changed or canceled until at least thirty (30) days prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:
 - 6.1.1 Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Automobile Liability Insurance for any auto in an amount not less than \$1,000,000 combined single limit.
 - 6.1.2 Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.
 - 6.1.3 Workers' Compensation Insurance from the State Accident Insurance Fund or from a responsible private carrier with coverage per Oregon statutory limits.
- 6.2 The City shall include the premises and operation of the swimming pool in its general liability insurance policy.

VII. CONDITION OF PROPERTY: TRADE FIXTURES

YMCA accepts the Pool "AS IS". If the YMCA desires to alter or improve the Pool in any way, the YMCA must first obtain City's prior written consent to any such alteration or improvement, and any such alterations or improvements must be made in accordance with the local, state and federal laws.

VIII. HOLD HARMLESS

To the extent permitted by the Constitution of Oregon, the YMCA shall at all times indemnify, protect, defend and hold the City, its elected officials, officers, agents and employees harmless from any claims, demands, losses, actions, or expenses, including attorney's fees, to which the City may be subject by reason of any property damage or personal injury arising or alleged to arise from the acts or omissions of the YMCA, its agents, or its employees, or in connection with the use, occupancy, or condition of the City property under this agreement.

IX. RISK OF LOSS

The YMCA will be fully responsible for and will assume all risk of loss of its personal property, furniture, fixtures, equipment, and furnishings on Pool property.

X. 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.

XI. INTERPERTATION 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.

XII. CONSTRUCTION

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

XIII. 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.

XIV. 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.

XV. 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.

XVI. NONDISCRIMINATION

The YMCA agrees that no person shall be excluded from participation in the programs funded by this Agreement on the basis of race, religion, sex, sexual orientation, age, color, disability, or national origin in the performance of this Agreement.

XVII. DEFAULT

17.1 Except as otherwise provided in this Agreement, the City shall have the right to declare this agreement terminated and to take possession of the Property and program equipment upon the following events:

17.1.1 If any default occurs under the terms of this Agreement and is not

corrected after 20 days written notice to the YMCA. Where the default is of such nature that it cannot reasonably be remedied within the 20-day period, the YMCA shall not be deemed in default if the YMCA proceeds with reasonable diligence and good faith to effect correction of the default.

- 17.1.2** 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.

XVIII. TERMINATION

- 18.1** This Agreement shall continue in effect until terminated by either party or until the termination of this Agreement. Continuation of this Agreement after the Term shall be subject to the City, in its sole discretion, having adequate funds in its budget to do so. It is expressly understood that neither party has any obligation to continue this Agreement beyond the Term.
- 18.2** Where a specific violation of this agreement gives a party the option to terminate this Agreement immediately, this Agreement shall be terminated upon written notification to the other party.
- 18.3** In the event of any other default under the terms of this Agreement, the Agreement may be terminated upon 60-days' notice at the option of the non-breaching party upon written notification to the other party.

XIX. INDEPENDENT CONTRACTOR

- 19.1** The YMCA (Contractor) shall be performing services under this Agreement as an independent contractor. Any questions of issues that arise for the YMCA in the performance of the work under this Agreement should be brought to the City Manager's attention. The YMCA shall be an independent contractor for all purposes and shall be entitled to no compensation other than provided for under Section 4 of this Agreement.
- 19.2** The YMCA acknowledges that for all purposes related to this Agreement, the YMCA is and shall be deemed to be an independent contractor and not an employee of the City, shall not be entitled to benefits of any kind to which as employee of the City is entitled and shall be solely responsible for all payments and taxes required by law, and furthermore in the event that Contractor is found by a court of law or an administrative agency to be any employee of the City for any purpose, City shall be entitled to offset any amounts due under court or administrative order to YMCA with the compensation paid to the YMCA under the terms of the Agreement.
- 19.3** The YMCA hereby represents that no employee of the City of Silverton, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the YMCA, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

XX. NONWAIVER

The failure of the City to insist upon or enforce strict performance by the YMCA of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to rely upon such terms or rights on any future occasion.

XXI. DISPUTE RESOLUTION

All parties to this agreement agree that all claims, controversies and disputes, whether they be statutory, contract or in tort (including claims of misrepresentation, concealment, negligence, or fraud) between or among any of the parties, which arise out of or are related to this Agreement, or which relate to the interpretation or breach of this Agreement shall be resolved in accordance with the process of mediation. The party initiating a claim shall notify the other parties hereto, and shall provide a request for appointment of a mediator to the Willamette University Center for Dispute Resolution, attention: Director. The parties agree to participate in good faith with the appointed mediator. All claims that have not been resolved by mediation, and that are within the jurisdiction of the Circuit Court shall be brought in such court by the aggrieved party or parties and without a jury. All costs for the mediation shall be split equally by the parties.

XXII. MISCELLANEOUS PROVISIONS

22.1 Notices. Notices under this Agreement, unless otherwise stated, must be in writing and will be effective when actually delivered or two days after depositing in the United States mail, certified, return receipt requested, directed to the other party at the address first set forth above. Either party may change its address for notices by written notice to the other party mailed or delivered as provided below. The City Manager is hereby appointed as City's agent and the CEO is hereby appointed as the YMCA's agent for the purposes of administering this Agreement. All notices shall be provided to the parties as follows:

City of Silverton	Family YMCA of Marion & Polk Counties
Attention: City Manager	Attention: CEO
306 S. Water Street	PO Box 110
Silverton, OR 97381	Salem, OR 97301

22.2 Complete Agreement. This Agreement constitutes the complete and final agreement of the parties with respect to the matters covered by this Agreement, and supersedes and replaces all prior written and oral agreements.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first set forth above.

City of Silverton

Family YMCA of Marion & Polk Counties

 8/29/22
Ronald F. Chandler
City Manager
Date


Tim Sinatra (Aug 25, 2022 4:45 PM)
Tim Sinatra
Chief Executive Officer
Date
Aug 29, 2022

EXHIBIT A

POOL DAILY OPERATIONAL CHECKLIST

YMCA Responsibilities:

M	T	W	TH	F	S	SU	WEEK OF:
Pool & Facilities							
							Building & facilities clean inside and out
							Trash out daily
							Gate & doors closed, self-closing, self-latching
							Pool decks clean & free of slip/trip hazards
							Main drain grates secure, not broken
							Skimmers in good condition, water level adequate
							Inlets secure, not broken
							Pool vacuumed/brushed if needed
							Trash removed from parking lot & grounds
							Cleaning all glass and counter surfaces daily (including doors)
							Hosing decks daily May 1- October 31
							Vacuuming pool
							Inspecting for & removing tar spots as needed
							Inspecting for & removing green spots from deck and tiles
							Sweeping the decks
Safety Equipment							
							First aid kit stocked and accessible per OHA rules
							Reaching/throwing devices accessible, functional
							Emergency phone working and accessible
							Float ropes secure
Pool Lift – See current Splash 300 operator’s manual							
							Check battery level before each use / charge battery daily
							Wipe Control Box and battery connection with a clean dry rag
							Examine lift for any damage, loose, or missing hardware
							Test for normal operation
							Cleaning performed after each use: Rinse seat and seatbelt with fresh water between each use - Cleanse seat and seatbelt with a disinfectant solution of 1:100 dilution of household bleach to fresh water and then rinse with fresh water and dry entire lift daily. In the event of a contamination incident such patient/user excreta - cleanse seat and seatbelt immediately with the disinfectant solution. In the event of a contamination incident - immerse the seat belt in the disinfection solution for 10 min. and then rinse thoroughly with fresh water.
Shower/Locker Rooms							
							Floors clean and non-slip
							Sinks/showers functional and clean; scrub shower tiles
							Soap, toilet paper, paper towels, etc. provided
							Clean/disinfect toilets
							Hose out & disinfect locker rooms
Water Quality							
							Test & record pool chemical levels; chlorine residual & pH (cover off=hourly; cover on=every 4 hours) report issues to the City
							Observe water clarity and report issues to the City

Report any maintenance or water quality issues to City of Silverton Public Works 503-873-8679

EXHIBIT A

POOL WEEKLY OPERATIONAL CHECKLIST

YMCA Responsibilities:

WEEK OF:	
Pool & Facilities	
	Barriers are secure & in good repair
	Ladders, steps, handrails, dive blocks & diving boards secure
	Light fixtures working; bulbs replaced as needed
	Strip drains cleaned
	Hosing decks weekly November 1 – April 30
	Scrubbing bulkhead & guard stands weekly May 1 – October 31
	Cleaning all windows inside and out (glass doors daily)
	Disinfecting decks with bleach solution every other week May 1 – October 31
	Disinfecting and cleaning tables & chairs weekly May 1 – October 31
	Taking out recycling on schedule established by waste hauler
Safety Equipment	
	Coordinating bio-hazardous material disposal with licensed agency, as needed
	Ensure pool rules and address signs are posted and visible
Water Quality	
	Test kit is clean & adequately stocked

Report any maintenance or water quality issues to City of Silverton Public Works 503-873-8679

EXHIBIT A

POOL MONTHLY OPERATIONAL CHECKLIST

YMCA Responsibilities:

Pool & Facilities	
	Observe condition of walking steps and pool surfaces; report issues to City
	Empty trash receptacle in pump room
	Scrubbing pool walls & gutter
	Scrubbing bulkhead & guard stands monthly November 1 – April 30
	Disinfecting decks with bleach solution monthly November 1 – April 30
	Disinfecting and cleaning tables & chairs monthly November 1 – April 30
	Clean lint from clothing dryer trap
Safety Equipment – See current Zoll Plus AED administrator’s manual	
	Check AED batteries and pads for expiration; report items needed to City

Report any maintenance or water quality issues to City of Silverton Public Works 503-873-8679

**Amendment Two
Pool Operations Agreement**

This is the second amendment to the Agreement dated July 1, 2022, between the City of Silverton “City”, and the Family YMCA of Marion & Polk Counties, hereafter referred to as the “YMCA”, regarding the operation and maintenance of the Silverton Community Pool located at 601 Miller Street, Silverton, Oregon “Pool”.

The Agreement is hereby amended as follows (new language is indicated in **bold** and deleted language is indicated by strikethrough):

I. TERM OF AGREEMENT

The term of this Agreement will commence on **July 1, 2024** ~~July 1, 2023~~, and will expire, unless sooner terminated in accordance with the terms of this Agreement, on **June 30, 2025** ~~June 30, 2024~~ (the “Term”). Continuation of this Agreement and/or operation of the Pool after **June 30, 2025** ~~June 30, 2024~~, shall be subject to the City, in its sole discretion, having adequate funds in the budget to do so. It is expressly understood that neither party has an obligation to continue this Agreement beyond **June 30, 2025** ~~June 30, 2024~~.

III. CONSIDERATION

The City shall pay the YMCA \$50,000 per calendar year payable in monthly installments beginning **July 1, 2024** ~~July 1, 2023~~, and continuing on the first day of each calendar month through the Term. Any materials and/or equipment purchased either by the City or with City funds for the Pool will remain as an asset of the City of Silverton and will be returned to the City at the termination of the Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first set forth above.

BY:

Cory Misley
City Manager, City of Silverton

BY:

Tim Sinatra
Chief Executive Officer, Family YMCA of Marion & Polk Counties



Rate Increases Effective July 1, 2024

Pool Drop in Rates

Current Rates

Resident \$4.00

Resident Family \$12.00

Non-Resident \$5.00

Non-Resident Family \$15.00

Resident Punch Card \$50.00

Non-Resident Punch Card \$70.00

Planned Rates Changes

Resident \$5.00

Resident Family \$20.00

Non-Resident \$7.00

Non-Resident Family \$28.00

Resident Punch Card \$80.00

Non-Resident Punch Card \$100.00

Membership Rates

Current Membership Rates

Adult \$45.00

Adult Couple \$61.00

College \$41.00

Family \$61.00

Large Family \$105.00

Senior \$45.00

Senior Couple \$61.00

Teen \$15.00

Planned Membership Rates

Adult \$45.00

Adult Couple 61.00

College \$25.00

Family \$71.00

Large Family \$105.00

Senior \$41.00

Senior Couple \$55.00

Youth (10-17) \$15.00

June 3, 2024
To Silverton City Council



Silver Falls Family Y Memberships provide our community members free participation in youth sports programs and discounted program fees for middle school sports and swim lessons, year-round access to all YMCA facilities in Marion and Polk Counties, access to activities and services at the Silver Falls Family YMCA including the pool, drop-in adult sports, seminars and special events, as well as fee-based programs and events either free or discounted for all members.

We are proposing an *increase* in the monthly cost of a Family Membership by \$10 (from \$61 to \$71 monthly). We are proposing a *decrease* in the monthly cost of a College Membership (from \$41 to \$25 monthly), Senior Membership (from \$45 to \$41), and a Senior Couple Membership (from \$61 to \$55 monthly).

We are also proposing our drop-in rates be increased for both Silverton residents and non-Silverton residents. This increase will reflect as \$1 for individual residents (from \$4 per visit to \$5 per visit) and \$2 for non-residents (from \$5 per visit to \$7 per visit). Family drop-in rates will increase as well per visit: residents are currently paying \$12 per visit, that will increase to \$20 per visit. Non-resident families pay \$15 per visit and that cost will increase to \$28 per visit.

Finally, we will increase our punch card rates by \$30. Residents will now be paying \$80 for a 20-visit punch card and non-Silverton residents will be paying \$100 for a 20-visit punch card.

The number one reason for the increase is payroll expenses. Minimum wage was at \$8.80 in 2012. Minimum wage we pay our lifeguards is now at \$16.10 and the total percent of taxes we pay on our payroll is 20%.

The Silver Falls Family Y has kept our rates very modest over the last 12 years, and we hope to continue to work with families in need and make membership costs affordable for those who need assistance. This increase is necessary in order to keep up with finances.

INCOME-BASED MEMBERSHIP

PROVIDING STABILITY, HEALTH, AND WELL-BEING FOR ALL.

At the **Silver Falls Family YMCA**, we believe that our programming should be accessible to everyone, regardless of their ability to pay. Our membership fees are determined on a sliding scale by household income.

Just bring in your ID & Federal Tax Return (1040) or other approved income verification documents* when joining the Y!

	IBM A	IBM B	
HOUSEHOLD INCOME	\$0-\$19,000	\$20,000- \$39,000	\$40,000+
Join Fee	\$22	\$31	\$45
Youth Membership (10-17)	See YMCA Membership Department (No join fee) <small>Parent/Guardian MUST be present & sign waiver at time of join</small>		\$15
Young Adult Student (18-26)	\$21	\$31	\$41
Adult Membership	\$21	\$33	\$45
Family Membership	\$29	\$45	\$61
Large Family Membership	\$52	\$68	\$105
Senior Membership (65+)	\$21	\$33	\$45
Senior Couple Membership	\$29	\$45	\$61

*Please inquire about accepted forms of documentation.

Must provide proof of any dependents included on a family membership.

At the Y, program fees are determined by what you can afford to pay.

FA available for Sports, Camps & Childcare - Please inquire with the department directly

Payment Options

The Family YMCA of Marion and Polk Counties does not accept payment by cash. Payments may be made via EFT (Electronic Funds Transfer) from a checking or savings account, or with credit or debit card. A voided check or statement from your bank with your account number and routing number is required for EFT from a bank account.

Silver Falls Family YMCA Aquatics Pro Forma

		2022 Actual	2023 Actual	2024 Budget	2025 Pro Forma	2026 Pro Forma	2027 Pro Forma	2028 Pro Forma	2029 Pro Forma
Revenue									
08	Membership-FA	(6,351)	(11,198)	(19,433)	(20,210)	(21,018)	(21,859)	(22,733)	(23,642)
09	Program-FA	(2,482)	(4,300)	(2,383)	(2,478)	(2,577)	(2,680)	(2,787)	(2,898)
11	Membership	103,082	169,387	310,182	322,589	335,493	348,913	362,870	377,385
12	Rents/Fees	7,190	38,325	18,120	23,845	24,799	25,791	26,823	27,896
13	Programs	105,183	139,814	98,238	107,168	111,455	115,913	120,550	125,372
14	Merchandise Sales	130	53	2,000	2,580	2,683	2,790	2,902	3,018
16	Management Fees	50,000	25,000	50,000	50,000	50,000	50,000	50,000	50,000
	Total Revenue	256,752	357,080	456,725	483,494	500,835	518,868	537,625	557,131
Expenses									
21	Salaries/Wages	254,474	356,062	380,864	392,290	404,059	416,181	428,666	441,526
22	Employee Benefits	2,712	8,856	7,500	7,725	7,957	8,196	8,442	8,695
23	Payroll Taxes	26,611	35,065	27,844	28,680	29,540	30,426	31,339	32,279
25	Program Expense	4,887	5,006	5,840	6,015	6,195	6,381	6,572	6,769
26	Phone/Internet	655	900	1,000	1,030	1,061	1,093	1,126	1,160
27	Office Supplies	133	162	1,200	1,236	1,273	1,311	1,350	1,391
28	Facility Expense	1,599	579	840	865	891	918	946	974
30	Equipment Purchase	7,671	1,514	4,800	4,944	5,092	5,245	5,402	5,564
31	Promotion Expense	-	-	500	515	530	546	562	579
32	Staffing Expense	153	230	200	200	206	212	218	225
33	Meeting/Training	430	3,813	1,360	1,360	1,401	1,443	1,486	1,531
34	Vehicle Expense	534	38	400	412	424	437	450	464
48	Shared Services	54,108	57,601	45,473	48,349	50,084	51,887	53,763	55,713
	Total Expenses	353,967	469,828	477,821	493,621	508,713	524,276	540,322	556,870
	Change in Net Assets	(97,215)	(112,747)	(21,096)	(10,127)	(7,878)	(5,408)	(2,697)	261