

# CITY OF SILVERTON

## CITY COUNCIL MEETING AGENDA

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### **Silverton Community Center – Council Chambers – 421 South Water St.**

*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 Clerk at 503-874-2216 at least 48 hours prior to the meeting.*

*A copy of the packet and materials, not privileged information under Executive Session Meetings Law, are available for review Monday through Friday 8:00 am to 5:00 pm in the City Manager's Office at the Silverton City Hall, located at 306 South Water Street. All documents will be available on our website at [www.silverton.or.us](http://www.silverton.or.us).*

### **Monday, August 7, 2017, 7:00 PM**

- I. OPENING CEREMONIES – Call To Order, Pledge Of Allegiance & Roll Call**
- II. APPROVAL OF MINUTES – Minutes from the Regular Meeting held July 17, 2017.**
- III. OATHS OF OFFICE/PUBLIC RECOGNITION – None Scheduled**
- IV. PUBLIC COMMENT – This is a business meeting of the City Council. The City values and welcomes public input. Please address the Council as a whole and not individual Council Members. Do not address Staff or members of the audience. Council action on items brought up in Public Comment is limited by the Open Meeting Law. The Council may direct Staff to study the matter and reschedule for further consideration at a later date. Items on the agenda will not be heard or discussed during Public Comment, but will be accepted at that place on the Agenda. Individuals are limited to three (3) minutes.**
- V. SCHEDULED PRESENTATIONS –**
  - 5.1 Employee Recognition – Jeff Fossholm and Eric Herd**
  - 5.2 Chamber of Commerce monthly report**
  - 5.3 Silverton Area Senior Center annual report**
  - 5.4 Legislative update – Representative Rick Lewis**
  - 5.5 Rotary Club Peace Pole project presentation**
- VI. PUBLIC HEARING – None Scheduled**
- VII. CONSENT AGENDA –**
  - 7.1 Approval of Rotary Club Peace Pole Project**
  - 7.2 Contract Change Order – 2017 Crack Sealing and Asphalt Skin Patching Work**
  - 7.3 Purchase Authorization- Public Works Fleet Vehicle Replacement**
- VIII. DISCUSSION/ACTION ITEMS –**
  - 8.1 Radar Reader-Board Sign Options**
  - 8.2 Review and approve Preliminary Title Report for Eugene Field**

- IX. APPOINTMENTS TO COMMITTEES AND ADVISORY GROUPS**
  - 9.1 Create a temporary Ad Hoc Committee to address homelessness**
- X. COUNCIL DISCUSSION –**
  - 10.1 City Manager Update**
  - 10.2 Council Communications**
- XI. EXECUTIVE SESSION – None Scheduled**
- XII. ADJOURNMENT –**

1 CITY OF SILVERTON  
2 **CITY COUNCIL MINUTES**

3 **Silverton Community Center – Council Chambers – 421 South Water St.**

4  
5 **July 17, 2017, 7:00 PM**

6  
7 **I. OPENING CEREMONIES – Call To Order, Pledge Of Allegiance & Roll Call**

8  
9 Mayor Palmer called the Meeting to order at 7:00 p.m.

Present	Absent	
X		Mayor Kyle Palmer
X		Council President Jason Freilinger
X		Jim Sears
	Excused	Matt Plummer
X		Dana Smith
X		Laurie Carter
X		Rhett Martin

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26  
27 **Staff Present:**

28 City Manager, Christy Wurster; Chief of Police, Jeff Fossholm; Public Works Director, Christian Saxe;  
29 Community Development Director, Jason Gottgetreu; Administrative Services Director, Dianne Hunt;  
30 Water Quality Division Supervisor Steve Starnier; and City Clerk, Lisa Figueroa

31  
32 **II. APPROVAL OF MINUTES**

33  
34 Councilor Carter moved to approve the minutes from the Regular Meeting held June 5, 2017. Councilor  
35 Freilinger seconded the motion.

36  
37 There was an amendment to Line 33 of Page 10 to indicate there was no support by the Council to  
38 participate in the Paris Climate Accord due to a three to three vote on the issue. Following discussion the  
39 motion to approve the minutes carried as follows:

- 40  
41 Aye: Jim Sears  
42 Dana Smith  
43 Kyle Palmer  
44 Laurie Carter  
45 Jason Freilinger  
46 Rhett Martin  
47 Absent: Matt Plummer

48  
49 Councilor Smith moved to approve the minutes from the Work Session held March 13, 2017, and the  
50 Special Meeting held March 13, 2017 as presented. Councilor Martin seconded the motion and it carried  
51 as follows:

- 52  
53 Aye: Jim Sears  
54 Matt Plummer

- 1 Dana Smith
- 2 Kyle Palmer
- 3 Jason Freilinger
- 4 Rhett Martin
- 5 Absent: Matt Plummer
- 6 Abstain: Laurie Carter

7  
8 **III. OATHS OF OFFICE/PUBLIC RECOGNITION**

9  
10 There were none scheduled.

11  
12 **IV. PUBLIC COMMENT –**

13  
14 Victor Madge, commended the Council and staff for the improvements done to the roads.

15  
16 Mike McKee, commented on the traffic speeds on Pine Street. He said cars are constantly speeding  
17 through the neighborhood and there is only one speed limit sign. He asked the City to consider adding  
18 more speed limit signs on Pine Street.

19  
20 **V. SCHEDULED PRESENTATIONS –**

21  
22 **5.1 Chamber Of Commerce Annual Report**

23  
24 Executive Director, Stacy Palmer presented the annual report to the Council. She noted the report  
25 reviews the 2016-2017 year and said the Chamber received 8,982 total contacts either by phone, e-mail,  
26 or in person. She said the Chamber maintains a calendar of events for the general public on the website.  
27 She said the Chamber maintains the Silverton in Bloom baskets, assists with the Christmas Tree lighting,  
28 and they decorate Town Square Park during the holidays. She said the Chamber provides group walking  
29 tours to promote traffic in Silverton. She indicated they hosted a tour last year for the League of Oregon  
30 Cities, and it was the number one tour. She indicated it costs about \$46,000 to operate the Visitors  
31 Center and said the Chamber used approximately \$11,000 of the Chamber's funds to assist in the  
32 operation of the Visitors Center.

33  
34 **5.2 Presentation on Downtown Historical Plaque placements**

35  
36 Victor Madge, President of the Silverton Historical Society provided a presentation to the Council. He said  
37 there are two plaques currently in place at two corners of Main Street. He indicated the Historical Society  
38 wants to highlight Silverton history to the public. He said the pedestal will have a photo of the landmark  
39 that used to be there. He said he is working with staff to find other suitable locations downtown. He said  
40 they plan to have 25 locations and listed some locations such as Mac's Place and Eugene Field. He  
41 stated the City of Mt. Angel heard of the program and would like to emulate it for their Heritage Trail.  
42 Public Works Director, Christian Saxe, indicated the Council does not need to approve the locations, but  
43 staff wanted to provide the information to the Council.

44  
45 **VI. PUBLIC HEARING – None Scheduled**

46  
47 There were none scheduled.

48  
49 **VII. CONSENT AGENDA**

50  
51 Councilor Carter moved to approve the Consent Agenda, which included Agenda Items 7.1, 7.2, and 7.3.  
52 Councilor Sears seconded the motion and it carried as follows:

- 53  
54 Aye: Jim Sears  
55 Dana Smith  
56 Kyle Palmer

1 Laurie Carter  
2 Jason Freilinger  
3 Rhett Martin  
4 Absent: Matt Plummer

5  
6 **7.1 Purchase Award – Authorize Sole Source purchase of water meters**

7  
8 **7.2 Approval of 2017-2018 Biosolids Land Application contract extension**

9  
10 **7.3 Grant Awards – Silverton Tourism Promotion Committee grant recommendations.**

11  
12 **VIII. DISCUSSION/ACTION ITEMS**

13  
14 **8.1 2016 Biosolids Dewatering Evaluation**

15  
16 Public Works Director Saxe presented the staff report. He referenced a cost analysis of the different  
17 mechanisms by Keller and Associates, which was provided in the packet. Water Quality Division  
18 Supervisor Steve Starnar said the City would need a new biosolids management plan approved by the  
19 Department of Environmental Quality. Public Works Director Saxe said the upgrade could recuperate the  
20 expenses within ten years. The Council reviewed the information and asked clarification questions.

21  
22 Councilor Carter moved to approve the recommendations included in the December, 2016 Biosolids  
23 Dewatering Evaluation prepared by Keller and Associates, and authorize staff to proceed with a  
24 competitive procurement process for a Class B screw press dewatering project at the Silverton  
25 Wastewater Treatment Plant. Councilor Smith seconded the motion and it carried as follows:

26  
27 Aye: Jim Sears  
28 Dana Smith  
29 Kyle Palmer  
30 Laurie Carter  
31 Jason Freilinger  
32 Rhett Martin  
33 Absent: Matt Plummer

34  
35 **8.2 Resolution No. 17-29 – A resolution of the Silverton City Council adopting the updates to the**  
36 **City of Silverton addendum to the Marion County Multi-Jurisdictional Hazard Mitigation Plan**  
37

38 Administrative Services Director, (ASD) Dianne Hunt presented the staff report. She said the proposed  
39 amendment pertains to Silverton's portion within the Marion County Hazard Mitigation Plan and includes  
40 a list of hazards. She said the City would work with citizens, local nonprofits and other organizations once  
41 the plan moves forward. She indicated the plan would allow the City to submit grant requests to the  
42 Federal Emergency Management Agency to address some of the listed hazards. She said all three  
43 volumes will be available on the City website.

44  
45 Councilor Freilinger moved to approve Resolution No. 17-29, A Resolution Of The Silverton City Council  
46 Adopting The Updates To The City Of Silverton Addendum To The Marion County Multi-Jurisdictional  
47 Hazard Mitigation Plan. Councilor Smith seconded the motion and it carried as follows:

48  
49 Aye: Jim Sears  
50 Dana Smith  
51 Kyle Palmer  
52 Laurie Carter  
53 Jason Freilinger  
54 Rhett Martin  
55 Absent: Matt Plummer  
56

1 **8.3 Resolution No. 17-30 – A Resolution submitting a five-year local tax for Swimming Pool**  
2 **operation and maintenance**  
3

4 Public Works Director Saxe presented the staff report and indicated the current levy was approved by the  
5 voters in 2013 for \$275,000 annually for five years for total revenue of \$1,375,000. He said the levy  
6 provided for the maintenance and operation of the pool and is set to expire in June 2018. He said the  
7 Parks and Recreation Task Force committee met and recommends the Council submit another ballot title  
8 to the voters to renew the levy. He indicated a recent structural assessment indicated the structure is  
9 sound.

10  
11 Councilor Carter moved to approve Resolution No. 17-30, A Resolution Of The Silverton City Council  
12 Submitting To The Voters Of Silverton A Five-Year Local Option Tax Renewal To Provide Swimming Pool  
13 Operations & Maintenance Costs. Councilor Sears seconded the motion and it carried as follows:  
14

15 Aye: Jim Sears  
16 Dana Smith  
17 Kyle Palmer  
18 Laurie Carter  
19 Jason Freilinger  
20 Rhett Martin  
21 Absent: Matt Plummer  
22

23 The Council adjourned the Meeting for a short break at 8:09 p.m. and reconvened at 8:15 p.m.  
24

25 **8.4 Discussion and approval of a Purchase and Sale Agreement with the Silver Falls School**  
26 **District 410 N. Water Street, Silverton, OR (Eugene Field) for the construction of a new**  
27 **Police Facility and Civic Center**  
28

29 City Manager, Christy Wurster presented the staff report. She said staff recommends approval of the  
30 Purchase and Sale Agreement (agreement) for the Eugene Field site, which encompasses five parcels.  
31 She said the Council would also ratify \$25,000 of earnest money to file with AmeriTitle in Silverton. She  
32 said the purchase price is \$1 million dollars. She said staff has started to order some of the required  
33 documents such as the preliminary title report. She indicated the title report will go before the Council at  
34 the next Regular Meeting upon approval of the agreement.  
35

36 Councilor Sears asked for additional information regarding the hazardous waste component. City  
37 Manager Wurster said the agreement includes a 60-day due diligence period, which would allow the City  
38 to conduct several environmental assessments, such as a hazardous materials building survey as part of  
39 Phase 1. She said based on those preliminary assessments, the City may move into Phase 2 to see what  
40 potential hazards may be on site; as the reports come in the City will seek bids from contractors to see  
41 how to abate those materials from the facility. She said staff will also assess the building and make  
42 recommendations to the Council. She said the City demonstrated it would pay up to \$400,000 to abate  
43 those materials, but if the costs exceed \$400,000 then the agreement may have to be terminated; the  
44 school would have to pay for the additional improvements; or the City and the school would have to agree  
45 how those additional costs would be addressed. She said the packet includes two letters from the public  
46 in regards to the issue and since then staff received nine additional letters, which will be included in the  
47 official record.  
48

49 Mayor Palmer stated the City started this process over a year ago and summarized the history. He  
50 opened the floor for public comments.  
51

52 Resident Greg Sheesley said he supports the agreement. He said he hopes the location would house the  
53 police and civic facilities in the future. He requested the Council consider saving the various legacy trees  
54 on the property.  
55

1 Resident, Rick Bittner said he is in favor of the agreement. He recommended the Council look into the  
2 future as they design the building so that they do not outgrow the facility in the near future. He said he is  
3 not concerned with the hazardous waste. He said he believes it is critical for the facility to be in the  
4 downtown area.

5  
6 Resident, Ann Altman agreed with the previous comments and said it is vital to the have the facility in the  
7 downtown area.

8  
9 Resident, Barbara Lee supported the agreement. She asked the Council to consider creative ways to  
10 include the community. She said she would purchase a stone with her name to place on the building.

11  
12 Councilor Sears moved to approve the Purchase and Sale Agreement with the Silver Falls School District  
13 for the acquisition of real property located at 410 North Water Street which includes five parcels  
14 comprised of approximately 3.46 acres, and ratifying the City Manager's signature on the contract and  
15 issuance of \$25,000 earnest money. Councilor Carter seconded the motion and it carried as follows:

16  
17 Aye: Jim Sears  
18 Dana Smith  
19 Kyle Palmer  
20 Laurie Carter  
21 Jason Freilinger  
22 Rhett Martin  
23 Absent: Matt Plummer  
24

## 25 **8.5 Report on Mass Gathering Permit**

26  
27 ASD Hunt provided a report to the Council. She said of seven other municipalities only one has an  
28 outdoor mass gathering permit with a fee of \$150, which is paid by the business community. She  
29 reviewed the City's the special events permit process. She said staff is seeking direction from the City  
30 Council on the following questions:

- 31  
32 1. Should the City require a fee for mass gathering events? If so, in what amount?  
33 2. Will the fee apply to mass gatherings only within City parks or will it apply to other City-owned  
34 properties?  
35 3. Will the fee apply to events held on private property?  
36

37 The Council reviewed the information. Mayor Palmer indicated the Homer Days Festival predates any  
38 formal process, but if a new festival were to be setup, then the City should have a process in place.  
39 Councilor Sears said he feels a permit should be required even for private events for the safety of the  
40 community because it would take staff time to review each permit.

41  
42 City Manager Wurster noted the legislature recently passed a recreational immunity law which may  
43 impact the City's liability if fees were imposed. The Council debated whether events on private properties  
44 should be required to pay a fee. Several Councilors recommended imposing a threshold of 500 people for  
45 triggering a special event. The Council questioned whether staff has dealt with large private events. Chief  
46 of Police Fossholm said no but would like to be prepared.  
47

48 Resident, Steve Springer said he would rather see the City be prepared if an event were to get out of  
49 control. The Council requested staff bring back information for review.  
50

## 51 **8.6 Report on options for controlling deer within the City limits**

52  
53 Chief of Police Fossholm presented a report addressing SB373 for controlling deer within the City limits.  
54 He said if the City moves forward, the City must declare deer are a public nuisance and pass an  
55 ordinance that prohibits feeding them. Mayor Palmer indicated he feels the City should prepare an

1 ordinance to prohibit feeding and trapping deer. There was a consensus of the Council to direct staff to  
2 bring back an ordinance in regards to feeding and trapping deer.

### 3 **8.7 Environmental Management Committee policy recommendations**

4  
5 Councilor Smith indicated the Committee discussed issues such as commercial composting, smoking in  
6 the downtown core and banning single use plastic bags. She said they invited the business community to  
7 the March meeting to discuss commercial composting and prohibiting plastic bags. She said the business  
8 owners were concerned about banning Styrofoam or plastic bags because of the large inventory they  
9 had.

10  
11 Public Works Director Saxe said the Committee discussed whether the contract with Republic Services  
12 could be modified to address commercial composting and food waste. He said he listed the items  
13 individually so the Council could review and provide direction on each item. Councilors Sears, Carter,  
14 Martin and Freilinger support the items. City Manager Wurster asked if the Council plans to designate  
15 smoking areas in the downtown core in areas such as alleyways or parking lots. The Council discussed  
16 whether they would designate smoking areas.

17  
18 Resident, Barbara Springer commented on the discussion. She said she walks around town often and  
19 said the front of the Town House is unattractive because they leave cigarette butts all over the sidewalk.  
20 The Council indicated they would like to see proposed ordinances on the following four topics:

- 21  
22 1) The potential ban on smoking in the City's parks.  
23 2) The potential ban on smoking on the City's downtown core sidewalks.  
24 3) The potential ban on the use of Styrofoam food containers by food purveyors.  
25 4) The potential ban on the use of "single use" plastic bags by retailers.

## 26 27 **IX. APPOINTMENTS TO COMMITTEES AND ADVISORY GROUPS**

28  
29 There were no appointments scheduled.

## 30 31 **X. COUNCIL DISCUSSION**

### 32 33 **10.1 City Manager Update**

34 City Manager Wurster listed upcoming events and issues:

- 35 • Map Your Neighborhood meeting on Thursday, July 20 in the City Council Chambers
- 36 • The Police Department and Fire Departments will host a table with safety information at the  
37 Homer Davenport Days Festival and City Councilors are invited to sign up for a shift
- 38 • Marion County will have a public hearing on August 1, 2017 to allow Accessory Dwelling Units in  
39 certain Urban Transition Zoning within the County
- 40 • The City received two notices from Wave Cable; one indicated there will be a transfer to Radiant  
41 Communications, which will need approval by the Council and the second letter indicated there  
42 will be a basic cable rate increase of \$1.96 per month as of August 1
- 43 • She said the City is recruiting for a Police Clerk, a seasonal Parks and Recreation Worker, a  
44 Building/Zoning Inspector and a Police Officer
- 45 • The City is currently recruiting for a volunteer on the Environmental Management Committee

### 46 47 **10.2 Council Communications**

48  
49 Councilor Martin congratulated the Chief of Police on his 30<sup>th</sup> anniversary with the City. He thanked  
50 Silverton Rotary for sponsoring him to go to the Rotary Youth Leadership Conference. He said it was a  
51 great experience.

52  
53 Councilor Carter asked the Council if they would consider purchasing another speed reader board. Public  
54 Works Director Saxe said he is currently pursuing grants to fund signs with an attached speed reader.  
55 After further discussion, the Council requested staff bring back options for a radar reader board.



1 Councilor Freilinger said the Urban Renewal Advisory Committee would like to submit a budget request to  
2 the Urban Renewal Agency for funds to conduct downtown revitalization studies.

3  
4 Councilor Smith asked about the status of the mosaic fountain. Public Works Director Saxe indicated  
5 there were issues of water discharged into the creek. Councilor Martin said there is still quite a bit of work  
6 to be done. Councilor Smith noted there is a light out near the creek behind the library and Silver creek.

7  
8 Councilor Sears asked if there would be an event once the lights on the downtown trees are installed.  
9 The Council discussed having an event during first Friday and inviting the Tourism Promotion Committee.

10  
11 Mayor Palmer indicated the bulletin board is up and posting of yard sale signs in other locations is  
12 prohibited. He said Councilor Plummer approached him in regards to the Bicycle Alliance Committee  
13 serving as a City appointed Transportation Advisory Committee. The Council was open to his  
14 recommendation. He noted an e-mail sent out to the Council about an outdoor fitness gym and suggested  
15 the City consider it. He said a match of \$45,000 would be needed. Mayor Palmer indicated he could  
16 proceed with preliminary research and bring back information to the Council in a future meeting.

17  
18 **XI. EXECUTIVE SESSION**

19  
20 There were none scheduled.

21  
22 **XII. ADJOURNMENT**

23  
24 The Meeting adjourned at 10:15 p.m.

25  
26 Respectfully Submitted By:

27  
28  
29  
30 /s/Lisa Figueroa, City Clerk

**Silverton Senior Center/Silverton Area Seniors Inc.  
Annual Executive Director's Report  
August 2017**

**The Mission Statement of the Silverton Senior Center/Silverton Area Seniors Inc.:**

***To meet the social, recreational and educational needs of members in a fun, safe, inclusive and courteous environment.***

**This Mission Statement is what guides and directs all aspects of operations, program development, daily duties and providing resources and information for Pro-Active Aging and to be the hub for any questions seniors may have, while maintaining a commitment to the community to continue to provide on-going, member driven programs, classes, socials, events and services for the senior population.**

**This year the Silverton Senior Center has had a few changes that affect the local senior population. The Grant that has mandated the age of membership had finally come to the end of its time frame, leaving the Board able to make some changes.**

**The first change was the age requirement for membership.**

**So in April 2017 the new age for membership to the Silverton Senior Center became 50 years old.**

**Statistics:**

**Total Visitors who signed in: 4229**

**Average Monthly Total of Visitors signed in: 352**

**Total Exercise Students: 2018**

**Total Foot Clinic Visitors: 1440**

**Total People who have walked in: 8039**

**Total average number of visitors: 670 monthly**

**Total Members: 530**

**Total Members after April to July: 25**

**Total Members who are 50- 60: 6**

**Comparison/Summary: Not a big influx of 50 year olds**

**Number of Rentals: 5**

**Number of Reservations for Future Rentals: 10**

**Some of the successful fundraisers this year have been: Monthly Pancake Breakfasts, the Hawaiian Celebration Week that featured the Hawaiian Quilting Class, Lecture and Hawaiian Luau Dinner, Talent Show & BBQ “Silverton’s Got Talent”, Resource Fair and Travel Fair have all been revenue generating.**

**Some other changes are regarding Membership and Membership incentives; giving back to the members so they want to join. For example a discount at the Silverton Senior Center’s Thrift Shop, a discount on certain Trips or a discount on Rental Fees, are a few examples; as well as the policy Regarding the Rental of the Facilities and the ability to branch out in this area for generating revenue, which is already starting to increase, with a discounted price offered to other 501 3 c Organizations.**

**Another change was regarding the Policies and Procedures. Which were recently updated per the annual review and to reflect the current changes and daily operations.**

**Another exciting area of expansion and change is a New Branding and Marketing Campaign for recruiting new members & volunteers. Getting the word out is the biggest challenge, so there are many forms that**

**communication and advertising can take, and as Executive Director, all forms that are appropriate and accessible are utilized, while encouraging the Board , Current Members, Volunteers, Class Instructors, and Presenters to assist with promoting the Silverton Senior Center. This is accomplished by doing presentations at speaking engagements & presentations, at Service Groups, in print in many newspapers, on Social Media Sites, Face Book & Web Site, Resource & Community Fairs, attending other Chamber's Group Meetings, Volunteering at Community Events, Radio Public Service Announcements, Community Calendars, direct mailings, and email blasts are all venues that are being used and pursued to get the word out about the new age for membership and all the diverse programs, classes, programs, socials and special events as well as Community Friendly Events and the Trips & Travels that are planned and coordinated by the Silverton Senior Center**

**There is a Grand Re-Opening Celebration being planned with possibly renaming the Silverton Senior Center. Just a possibility, but this is also being asked of the members...what does the future look like for seniors?**

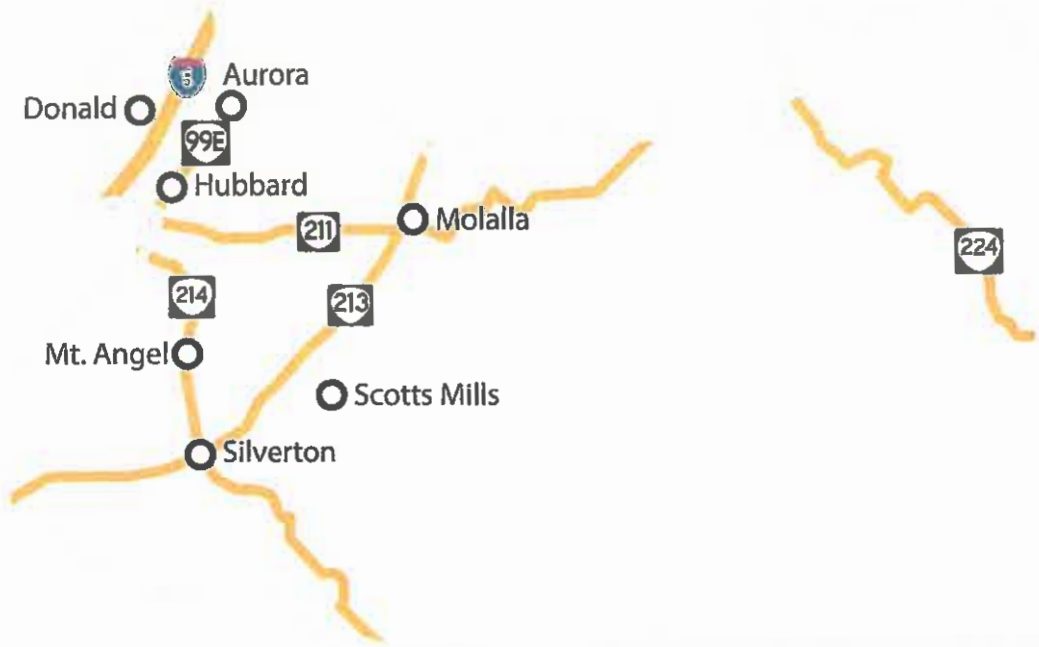
**It is a new year with a new Focus on the Future while still remembering this is where the Fun has just begun!**

**Submitted by;**

**Dodie Brockamp, Executive Director  
Silverton Senior Center/Silverton Area Seniors Inc.**

# House District 18

## Benefits of investing in transportation.



### KEY PROJECT INVESTMENTS THAT WILL BENEFIT HD 18

I-5 at the Aurora-Donald Interchange, Phase I - **\$25 M**

Hwy. 211 Improvements from Hwy. 213 to Molalla Avenue in the City of Molalla - **\$750 K**

Hwy. 214 pedestrian safety improvements at Jefferson St. in the city of Silverton - **\$750 K**



### LOCAL INFRASTRUCTURE & MAINTENANCE

With four fuels tax increases stair-stepped over seven years **cities and counties get additional money each year:**

- Aurora: **\$24 K**
- Donald: **\$25 K**
- Hubbard: **\$81 K**
- Molalla: **\$230 K**
- Mt. Angel: **\$85 K**
- Salem: **\$4.1 M**
- Scotts Mills: **\$9 K**
- Silverton: **\$246 K**
- Clackamas County: **\$11 M**
- Marion County: **\$8.3 M**

STATEWIDE TRANSIT



**\$130 M**  
per year

To improve the connectivity and frequency of bus service in rural and urban communities.



**\$1.2 million**  
per year for **bike/ped** statewide



**SAFE ROUTES TO SCHOOL**  
**\$10 M**  
per year  
statewide, increasing to **\$15 million** per year in 2023

**Transit districts and qualifying entities get new transit money each year:**

Salem Area Mass Transit District: **\$9.3 M**


Tri County Metropolitan Transportation District: **\$71 M**

Transit and local distribution dollars are all an average over ten calendar years (2018-2027).

## AGENDA ITEM 5.5

# Rotary Club Peace Pole project presentation

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

	<b>Agenda Item No.:</b> 7.1	<b>Topic:</b> Approval of Rotary Club Peace Pole Project
	<b>Report No.:</b> 17-75	
	<b>Agenda Type:</b> CONSENT AGENDA	
	<b>Meeting Date:</b> August 07, 2017	<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Prepared By:</b> Christian Saxe	<b>Reviewed By:</b> Christy S. Wurster	<b>Approved By:</b> Christy S. Wurster

**RECOMMENDED MOTION:**

Staff recommends the approval of a request by the Silverton Rotary Club to install a Peace Pole in Town Square Park.

**BACKGROUND:**

The Public Works Department has reviewed and recommends approval of the Peace Pole Project proposed by the Silverton Rotary Club. Included with this report is an aerial map of the approved location and a copy of the executed right-of-way occupation permit. City staff will not be responsible for the maintenance of the project.

**BUDGET IMPACT:** FY(s): None

**Funding Source:** Not Applicable

**Attachments:**

1. Aerial Location Map
2. Executed Right-of-Way Occupation Permit
3. Photo of the Proposed Monument





Google Earth







**City of Silverton**  
306 South Water Street  
Silverton, OR 97381  
(503) 873-8679 fax (503) 873-3210

CITY USE ONLY	
Date Received:	_____
Received By:	_____
General File Number:	_____

**RIGHT-OF-WAY AND CITY PROPERTY OCCUPATION PERMIT**

Project Owner: Rotary Club of Silverton, OR / Cindy Jones  
Project Name: Rotary Peace Pole project.  
Mailing Address: P.O. Box 132 Silverton, OR 97381  
Phone: \_\_\_\_\_

**Description of Object to be Place in ROW or City Property:**


4" x 4" x 8' (out of ground) Pole with "MY PEACE PREVAIL ON EARTH" written  
in English, Spanish, Russian, Japanese & 4 other (?) languages (see photos)  
(would likely use A matching post anchor (24") in ground/concrete to mount)

**Site Location:**

Immediately south (just on the other side) of the railing in Town Sq. Park  
where monthly peace gathering occurs on sidewalk.

THE ABOVE DESCRIBED OBJECT OR PROJECT IS THE RESPONSIBILITY OF THE PROJECT OWNER TO MAINTAIN, REPAIR, AND REPLACE IF DAMAGED.

I ACKNOWLEDGE THAT THE CITY RETAINS THE RIGHT TO REMOVE OR REQUIRE REMOVAL OF ANY MATERIALS THAT HAVE BEEN PLACED IN THE PUBLIC RIGHT-OF-WAY OR ON CITY PROPERTY.

	Imm. Past President
Signature	Title
Kyle B. Palmer	7-24-17
Printed Name	Date


Official Use Only:

Public Works Director Approval:  Date: 7/26/17

City Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_



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

	<b>Agenda Item No.:</b> 7.2	<b>Topic:</b> Contract Change Order – 2017 Crack Sealing and Asphalt Skin Patching Work
	<b>Report No.:</b> 17-76	
	<b>Agenda Type:</b> CONSENT AGENDA	
	<b>Meeting Date:</b> August 7, 2017	<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Prepared By:</b> Christian Saxe	<b>Reviewed By:</b> Christian Saxe	<b>Approved By:</b> Christy S. Wurster

**RECOMMENDED MOTION:**

Motion to approve Contract Change Order No.2 to C.R. Contracting in the amount of \$68,855.35.

**BACKGROUND:**

City Council awarded the 2017 Crack Sealing and Skin Patching project to C.R. Contracting on June 5<sup>th</sup>, 2017. The purpose of this project is to properly prepare damaged streets through crack sealing and asphalt skin patching in advance of the upcoming slurry sealing project; a partnership between the City of Silverton and Marion County.

After the award of the initial contract, the City was approached by the Oregon Department of Transportation (ODOT) with Order RX 1745 that requested the removal of two railroad crossings located on N 2<sup>nd</sup> Street and Mill Street. Per that order, ODOT agreed to reimburse the City up to \$50,000 for the removal of the rails, dig out of the ties, reconstruction of the aggregate base section and paving of up to 6” of hot mix asphalt. C.R. Contracting provided a proposal for the extra work which was reviewed and approved by the Public Works Director based on pricing and the fact that the work was within the crack sealing/skin patching project area and would benefit from existing traffic control. In the course of the performance of the skin patch work and following the approval of the railroad crossing work, it was determined that a significant increase in the amount of asphalt patch area was needed to maximize the long term benefit of the slurry seal. Additionally, the Marion County/Silverton slurry seal bid opening resulted in a much lower unit price than anticipated. In an effort to take advantage of this pricing, the Public Works Director authorized several additional streets for preparation work by C.R. Contracting. The breakdown of the additional work is as follows:

- ODOT Rail Reimbursed Work = \$34,752.00
- Additional Skin Patch Quantity = \$34,103.35

**BUDGET IMPACT:** FY(s):2016-17 and 2017-18

**Funding Source:** Street Fee Fund

**Attachments:**

1. ODOT Rail Crossing Order
2. Change Order No. 2

ORDER NO.

ENTERED

ODOT CROSSING NO. CC-727.97-C  
U.S. DOT NO. 759845T

ODOT CROSSING NO. CC-728.19-C  
U.S. DOT NO. 759846A

**BEFORE THE OREGON DEPARTMENT  
OF  
TRANSPORTATION**

**RX 1745**

**In the Matter of the Investigation on the  
Department's Own Motion into the Closure of the  
Railroad-Highway Grade Crossings at N 2<sup>nd</sup> Street  
and Mill Street at an Industrial Spur Track off the  
Union Pacific Railroad (UPRR) and Willamette  
Valley Railroad (WVR), in Silverton, Marion County,  
Oregon.**

**REVISED PROPOSED ORDER 2**

In the furtherance of its duties in the administration of ORS 824.206, Rail Division (RPTD) staff has investigated the legal status of the subject grade crossing. The affected railroads are UPRR and WVR. The public authority in interest is the City of Silverton.

The subject crossings are no longer in service. A staff investigation confirmed that the rail of the industrial spur track has been removed except within the roadways of N 2<sup>nd</sup> Street and Mill Street. These crossings should be closed and removed from the Department's Catalog of Public Railroad-Highway Crossings and the U.S. DOT Crossing Inventory.

By email dated November 3, 2014, Department staff served a Proposed Order (PO) for all parties to review and acknowledge their agreement with its terms. An objection to the Ordered Provision No. 2 contained in the PO (OAR 741-120-0050 (3) and (4)) was raised by the City of Silverton. By email dated January 4, 2017, Department staff served a Revised Proposed Order (RPO) for all parties to review and acknowledge their agreement with its terms. An objection was raised by the WVR. In an effort to complete the project, ODOT RPTD has agreed to reimburse the City on an actual cost basis not to exceed \$50,000 for the rail removal at the crossings and for the cost of replacing the roadway surface material (to the end of ties) to a reasonably smooth condition. The City of Silverton has agreed to do the work as part of its annual infrastructure and maintenance program. All parties in this matter have agreed that the subject grade crossings are no longer required by the public safety, necessity, convenience and general welfare. Therefore, under ORS 824.214, the Department may enter this Order without hearing.

IT IS THEREFORE ORDERED that:

1. The authority to close the subject grade crossing is granted. Crossings Nos. CC-727.97-C (USDOT No. 759845T) and CC-728.19-C (USDOT No. 759846A) shall be removed from the Department's Catalog of Public Railroad-Highway Crossings and the U.S. DOT Crossing Inventory.
2. The City of Silverton shall comply with all requirements of OAR 741-120-0050 (3) and (4) at closed crossing Nos. CC-727.97-C and CC-728.19-C, and bear all costs exceeding \$50,000.
3. Upon completion of the ordered reimbursable work, the City of Silverton shall present its claim for reimbursement for Department approval.
4. Using Grade Crossing Protection Account Funds, the Department shall bear a maximum of \$50,000 for the work listed in Ordered Provision No. 2 above.
5. Each party shall notify the Rail Division of the Department in writing upon completion of ordered work.

Made, entered, and effective

\_\_\_\_\_  
\_\_\_\_\_

**Notice of Rights**

You are entitled to a hearing as provided by the Administrative Procedure Act (ORS Chapter 183). If you want a hearing, you must file a written request with the ODOT Rail and Public Transit Division within 21 days from the date of this notice. You may mail a request for hearing to Oregon Department of Transportation, Rail and Public Transit Division, 555 13<sup>th</sup> Street NE, Suite 3, Salem, OR 97301-4179 or fax the request to (503) 986-3183. The City of Silverton, UPRR, and/or Willamette Valley Railroad must be represented by an attorney licensed to practice law in Oregon pursuant to OAR 137-003-510 and 137-003-0550. If a person other than an Oregon-licensed attorney signs the hearing request, an Oregon-licensed attorney must ratify the request for hearing in writing within 28 days of the date that the request for hearing was received by the agency. OAR137-003-0550 (4).

If you request a hearing, at the hearing you have the right to respond to, and to present evidence and argument, on all issues. An Administrative Law Judge from the Office of Administrative Hearings will preside at the hearing. ORS 183.635. A copy of a Notice of Contested Case Rights and Procedures is attached.

If you do request a hearing, and later withdraw your request for hearing, fail to appear at the hearing, or notify ODOT Rail and Public Transit Division or the Administrative Law Judge that you do not intend to appear at the hearing, you will have waived your right to a hearing. In that event, ODOT Rail and Public Transit Division designates the relevant portions of its file, including all materials that you have submitted, as the recode for purpose of proving prima facie case upon default.



## CHANGE ORDER

**Project No. 952**

**Contract Change No. 1**

<b>Contract Name:</b>	2016/17 Crack Sealing and Skin Patching	<b>Orig. Contract Amount</b>	\$80,693.00	<b>Days</b>	45
<b>Owner:</b>	City of Silverton	<b>Prev. Appvd. Changes</b>	\$0	<b>Days</b>	0
<b>Contractor:</b>	C.R. Contracting	<b>Amount This Change</b>	\$68,855.35	<b>Days</b>	5
<b>Engineer:</b>	City of Silverton	<b>Revised Contract Amt.</b>	\$149,548.35	<b>Days</b>	50

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order Items for the unit prices identified in the contract documents. Contract time shown above is for substantial completion.

Description of Changes	Increase in Contract Amount (\$)	(Decrease) in Contract Amount (\$)	Contract Time Extension (days)
Remove existing ODOT railroad crossings at N. 2 <sup>nd</sup> Street and Mill Street. Reconstruct aggregate base and pave back with 4 inches of hot mix asphalt	\$34,752.00		2
Added skin patch quantities for streets added to contract and additional damaged asphalt areas.	\$34,103.35		3
<b>Totals</b>	\$68,855.35		5
<b>Net Change in Contract Amount:</b>		<b>\$68,855.35</b>	

The amount of the contract will be increased by the sum of \$ 68,855.35 and the contract time shall be extended by 5 calendar days. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of that directly or indirectly related to the approved time extension, required to complete the Change Order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.


Accepted: \_\_\_\_\_ /Contractor Date: \_\_\_\_\_  
C.R. Contracting

Recommended: \_\_\_\_\_ /PW Director Date: \_\_\_\_\_  
Christian Saxe

Approved: \_\_\_\_\_ /City Manager Date: \_\_\_\_\_  
Christy Wurster



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

	<b>Agenda Item No.:</b> 7.3	<b>Topic:</b> Purchase Authorization- Public Works Fleet Vehicle Replacement
	<b>Report No.:</b> 17-77	
	<b>Agenda Type:</b> CONSENT AGENDA	
	<b>Meeting Date:</b> August 7, 2017	<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Prepared By:</b> Chelsea Starner	<b>Reviewed By:</b> Christian Saxe	<b>Approved By:</b> Christy S. Wurster

**RECOMMENDED MOTION:**

Staff recommends a motion to authorize the City Manager to approve a purchase order in the amount of \$119,411.56 for the acquisition of four public works fleet vehicles.

**BACKGROUND:**

The Public Works Department budgeted for the replacement of four vehicles during the 2017/2018 fiscal year. One 2018 Ford F-150 XL 8' box (\$27,473.14) will replace the current park worker vehicle which was due for replacement in 2016 and has been showing increasing mechanical and electrical issues. Three 2018 Ford-150 XL 6.5' box (\$30,646.14 each) will replace two Public Works Division Supervisor trucks and the Water Plant Operator's vehicle. Division Supervisor trucks were due for replacement in 2013 and 2014 and are being replaced with 4-wheel drive vehicles to allow safe year round transportation for the supervisors. The current water plant operator vehicle was due for replacement in 2012. This vehicle has become unreliable transportation for employees to reach outlying water facilities and sampling sites.

The adopted 2017/2018 fiscal year budget includes \$130,000 to replace the four vehicles. The total cost for all four vehicles is \$119,411.56. The remaining amount has been budgeted to purchase a lift gate for the park worker truck and to outfit the trucks with safety lights and other equipment. The trucks are being purchased through a State of Oregon Procurement Information Network (ORPIN) contract with Northside Ford Truck Sales, Inc. (Contract Number 5549). The purchase will be made in accordance with Public Contracting Rules for the City of Silverton, Resolution 15-15, Section 1.10.015 (f).

**BUDGET IMPACT:**                      **FY(s):** 2017-2018      **Funding Source:** Fleet Replacement Fund

**Attachments:**

1. Budget Narrative Fiscal Year 2017/18 – Fleet Replacement Fund
2. ORPIN Contract #5549



**BUDGET NARRATIVE**  
**Fiscal Year 2017-2018**

**FUND: FLEET REPLACEMENT**

**Program Description/Mission**

This is an Internal Service Fund with the purpose of providing funds for fleet replacement. The goal of this fund is to accumulate resources to purchase the replacement item without the need to go out for financing which would cost more due to the interest charges. The fleet replacement is based on a capital replacement schedule. This year's revenues are from transfers in from the various funds that use City owned vehicles.

**Budget Comments**

Six (6) vehicles are budgeted:

1)	2018 Police Ford Utility V-6	
	Graphic and Equipment included	\$ 43,950
2)	Honda Police Motorcycle	32,900
3)	2017 Ford F-150 XL with lift gate (Rep V306)	34,000
4)	2017 Ford F-150 XL (rep V301)	32,000
5)	2017 Ford F-150 XL (Rep V330)	32,000
6)	2017 Ford F-150 XL (Rep V361)	<u>32,000</u>
	Total	\$206,847

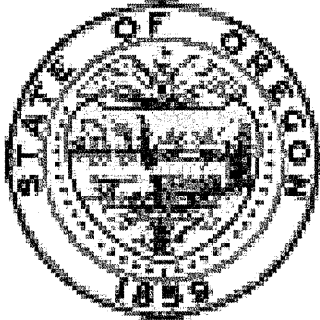
**Major Issues to be Resolved in the Next 5 Years**

- Provide adequate funding for long-term vehicle replacements.

# Awards/Agreements

Northside Ford Truck Sales, Inc.  
Automotive Vehicles

Attachment 2 to Staff Report 17-77



Attachments Exist  
Secondary Suppliers Do Not Exist

**Supplier Address**

Northside Ford Truck Sales, Inc.  
6309 NE COLUMBIA BLVD  
P.O. BOX 55010  
Portland, OR 97238

**Contact:** Sharon Tucker  
**Phone:** 1 (503) 282-7777  
**Fax:**  
**Email:** stucker@northsidetrucks.com

**Receiving Address**

See purchase order

**Contract Administrator**

DAS Procurement Services  
1225 Ferry Street SE  
Salem, OR 97301

**Contact:** Greg F Smith  
**Phone:** 1 (503) 378-5789  
**Fax:**  
**Email:** greg.f.smith@oregon.gov

- Revision #2 Insurance Update 3/13/2017 js
- Revision #1 GFS | UPDATE BUYERS GUIDE | 11/18/2016
- Amendment #1: Reinstate Price Agreement, Extend Term, Update contract administrator.
- Revision #3 adding price list and updating buyers guide.
- Revision # 2 adds Buyers Guide. RS 4/24/2015
- Revision # 1: To make contract statewide

<p><b>Contract #</b> <b>5549</b></p> <p><b>Revision # 1.2</b></p> <p><b>Revision Date</b> 06/28/2017</p>
<p><b>Opportunity #</b> DASPS-2052-14 Vers 1.7</p> <p><b>Contract Start Date</b> 04/06/2015</p> <p><b>Expiration Date</b> 03/31/2020</p> <p><b>Supplier Number</b> 4442</p>

All dates are mm/dd/yyyy


**Contract Filed At**  
DAS PS

<b>Delivery Requirements</b>			
See Price Agreement			
<b>Payment Terms</b>			
Net 30			
<b>FOB</b>			
FOB Destination			
Item #	Quantity / Unit	Description	Unit Cost
1	1 EACH	Commodity No. 998-94 Vehicles, Including Trucks, Vans,	\$0.00

**Awards/Agreements**  
 Northside Ford Truck Sales, Inc.  
 Automotive Vehicles

<p><b>Mandatory or Convenience</b>          Mandatory  <b>Minimum Order</b>          See Price Agreement  <b>Return Policy</b>          See Price Agreement  <b>Warranty</b>          See Price Agreement  <b>Best Value Analysis</b>    <b>Freight/Surcharge</b></p>	<p><b>Renewal Option</b></p> <p><b>Current Amendment Value</b>          \$0.00  <b>Previous Contract Value</b>          \$75,000,000.00  <b>Current Amended Value</b>          \$75,000,000.00</p>
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**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b> 8.1	<b>Topic:</b> Radar Reader-Board Sign Options
	<b>Report No.:</b> 17-78	
	<b>Agenda Type:</b> DISCUSSION/ACTION	
	<b>Meeting Date:</b> August 7, 2017	<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Prepared By:</b> Jeff Fossholm	<b>Reviewed By:</b> Christy S. Wurster	<b>Approved By:</b> Christy S. Wurster

**RECOMMENDED MOTION:**

- Motion directing staff to proceed with purchase of a self-contained reader board unit at a cost not to exceed \$8000.00.
  
- Motion directing staff to add reader board unit into police capital purchases for FY 2018-19.

**BACKGROUND:**

During the City Council Meeting on July 17, 2017, City Council asked for staff to create an informational report on radar reader board sign options and prices for review.

A memorandum is attached which outlines the findings regarding information obtained from the major brands with models, options and costs.

**BUDGET IMPACT:** FY(s): Not Funded for FY17-18

**Funding Source:** General (Contingency)

**Attachments:**

1. Memorandum
2. Picture of Reader Board Trailer and Pole Mounted Reader Board Sign

*Working in a proactive partnership with our community to solve problems and enhance the quality of life for our citizens.*



## Memorandum

July 31, 2017

To: Mayor Palmer  
Silverton Council Members  
From: Jeff Fossholm, Chief  
Thru: Christy S. Wurster, City Manager  
Re: Informational Report on Radar Reader Board Sign Options

Listed below is a survey of pricing regarding available choices from major distributors of radar reader board and notification signs. They are listed by mobile units, those described as trailers which need to be towed and those which are pole mount and require to be affixed to some type of pole or street sign.

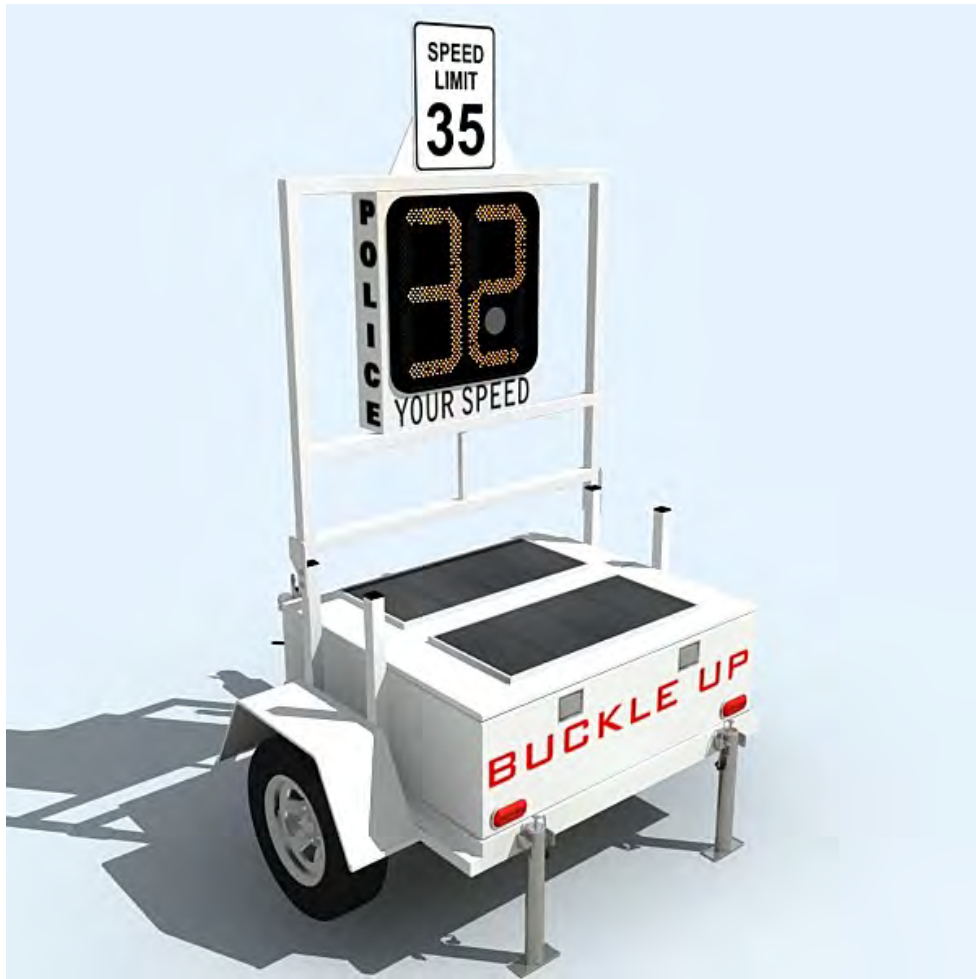
### **Radar Reader Board Trailer on Wheels**

- #1. Decatur Electronics, OnSite 300MX, Matrix Speed Trailer, price \$6,300.00 to \$8,000.00 based on selected options and shipping costs.
- #2. MPH Industries, Street Scout Trailer, price \$7,138.00
- #3. MPH industries, Speed Monitor Trailer, price \$13,026.00
- #4. RU2 Systems, Fast-3000 Series VMS Radar Speed Trailer, base price \$5,200.00 plus shipping and handling.
- #5. Kustom Signals Inc. Smart 650, Speed Monitoring Awareness Radar Trailer, \$5,000.00
- #6. Stalker Radar, SAM-R, Portable Speed Alert Trailer, \$6,443.00
- #7. Stalker Radar, SAM, Portable Speed Alert Trailer, price \$7,443.00


### **Pole Mounted Reader Boards**

- #1. Decatur Electronics OnSite 75M \$2,800.00 to \$3,800.00 depending on power source, solar power more expensive.
- #2. RU2 Systems Pole Mounted Speed Feedback Sign, price \$2,800.00 (base) with ac/dc power, \$4,000.00 (base) with solar power.
- #3. Stalker Radar, Pole Mount Display, price \$3,914.00

At this time there are no funds allocated in the 2017-18 budget to purchase a radar reader board trailer or sign. However, if City Council wishes to enhance awareness of vehicle speeds for FY2017-18, staff would need budget authority of (up to) \$8,000.00 from contingency funds to purchase a reader board unit. Police Command Staff would then discuss reader board options and select the best model and price for operational needs.



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

	<b>Agenda Item No.:</b> 8.2	<b>Topic:</b> Review of Preliminary Title Report for Eugene Field Property
	<b>Report No.:</b> 17-79	
	<b>Agenda Type:</b> DISCUSSION/ACTION	
	<b>Meeting Date:</b> August 7, 2017	<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Prepared By:</b> Christy S. Wurster	<b>Reviewed By:</b> Heather Martin	<b>Approved By:</b> Christy S. Wurster

**RECOMMENDED MOTION:**

Staff recommends a motion authorizing staff to order a survey of the property to help identify the boundaries of the parcels and to respond to the Silver Falls School District that the City preserves the right to object to the easement identified as #16 in the exceptions on the preliminary report until such time as it is able to identify the easement.

**BACKGROUND:**

The City of Silverton entered into a Purchase and Sale Agreement with the Silver Falls School District for the purchase of approximately 3.46 acres of real property located at 410 North Water Street, commonly referred to as Marion County Assessor’s Tax Numbers 061W35BC08100, 061W35BC08000, 061W34AD00500, 061W34AD00600, and 061W34AD00700. The City received notice that it had moved into first position on July 7, 2017, designating that date as the effective date of the agreement. The City Council approved the purchase of the property at their meeting on July 17, 2017 by ratifying the purchase and sale agreement signed on July 5, 2017.

Section 4.1 of the Purchase and Sale Agreement requires the City to order a preliminary title report on the property, along with legible copies of all plats and exceptions documents referenced in the report. The City has twenty (20) days following receipt of the Title Report to give the Seller written notice of the exceptions listed in the Title Report that are unacceptable to Buyer, which will be prepared by the City Manager. Upon review of the document, staff recommends that we proceed with a survey of the property to identify the easement which is listed as #16 in the exceptions on the preliminary report and will be included in the City’s response as unacceptable.

It appears that the property has not been surveyed since the School District gained ownership in 1936. As a result there could be boundary encroachments that the School District is not aware of because it has been so long since the property was surveyed.

**BUDGET IMPACT:** FY(s): 17-18 **Funding Source:** Civic Building Project 225-225-85010

**Attachments:**

1. Purchase and Sale Agreement
2. Preliminary Title Report

**PURCHASE AND SALE AGREEMENT**

DATED: July 5, 2017

(the last date signed by both parties below)

BETWEEN: Silver Falls School District ("Seller")

AND: City of Silverton, an Oregon municipal corporation ("Buyer")

**RECITALS**

A. Seller is owner of approximately 3.46 acres of certain real property together with all the improvements thereon and all rights appurtenant thereto (including but not limited to access rights, timber rights, water rights, grazing rights, development rights and mineral rights) located at 410 North Water Street, Silverton, Marion County, Oregon 97381 commonly referred to as Marion County Assessor's Tax Numbers 061W35BC08100, 061W35BC08000, 061W34AD00500, 061W34AD00600, 061W34AD00700 (the "Property"), which property is more particularly described on the attached Exhibit A.

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, for the price and on the terms and conditions described in this Purchase and Sale Agreement (this "Agreement").

C. At Closing (hereinafter defined), upon payment of the full Purchase Price to Seller by Buyer, Seller will convey full legal title to the Property to Buyer.

**TERMS**

1. **Purchase and Sale.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property upon the terms and conditions set forth below in this Agreement.

1.1 **Second Position.** This Agreement is in second position to an offer from another party that is currently under contract. This Agreement will only become effective if the first position offer terminates at which time the Seller will provide written notice to the Buyer that Buyer has moved into first position (First Position Notice). The date the Buyer receives the First Position Notice is the Effective Date of this Agreement.

2. **Purchase Price.** Subject to Section 6.1.1 below, the Purchase Price for the Property is ONE MILLION DOLLARS (\$1,000,000.00), payable as follows:

2.1 **Earnest Money Deposit.** Within ten (10) days after the Effective Date, Buyer shall deposit into escrow with AmeriTitle, (the "Title Company") located at 215 E. Main Street, Silverton, Oregon 97381 the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)



(the "Earnest Money") in cash. At Closing, the Earnest Money will be credited toward payment of the Purchase Price.

2.2 **Balance of Purchase Price.** Buyer shall deposit into escrow with the Title Company the balance of the Purchase Price on or before the Closing Date. At Closing, the Earnest Money and the balance of the Purchase Price shall be paid to Seller.

3. **Closing Date.** This transaction shall close approximately thirty (30) but no more than forty-five (45) days after the Due Diligence Period (defined below) ends unless otherwise extended as set forth herein (the "Closing Date" or "Closing"). Closing will occur at the office of Title Company..

4. **Buyer's Title Review.**

4.1 **Title Report; Unacceptable Exceptions.** Within ten (10) days after the Effective Date, Buyer shall order from the Title Company a preliminary title report on the Property, along with legible copies of all plats and exceptions documents referenced in such report (the "Title Report"). Buyer will have twenty (20) days following Buyer's receipt of the Title Report to review the Title Report and give Seller written notice of the exceptions listed in the Title Report that are unacceptable to Buyer (the "Unacceptable Exceptions"). Mortgages, delinquent taxes, or other financial obligations secured by the Property are automatically deemed Unacceptable Exceptions. If Buyer notifies Seller of its objection to any Unacceptable Exceptions, Seller will thereafter have fifteen (15) days to provide Buyer written notice stating whether Seller will (at Seller's sole cost and expense) cause such exceptions to be removed from the Title Policy issued to Buyer at Closing. If Seller refuses to remove any of the Unacceptable Exceptions and Buyer is not then satisfied with the condition of title, Buyer may elect to terminate this Agreement, in which event the Earnest Money shall be returned to Buyer.

4.2 **Failure to Deliver Clean Title at Closing.** If Seller fails to eliminate any Unacceptable Exception by the Closing Date, then Buyer may, without limiting any of its otherwise available remedies, elect to either (a) accept title to the Property subject to such exceptions, (b) refuse to accept the Property and terminate this Agreement, in which case the Earnest Money shall be refunded to Buyer, or (c) extend the Closing Date for a period of thirty (30) days to provide Seller with additional time to remove such exceptions. If Buyer elects option (c) and at the end of the 30-day period such exceptions have not been removed, Buyer may then elect to proceed in accordance with either option (a) or (b) described above. To the extent that an Unacceptable Exception is a monetary lien or financial obligation secured by the Property, the Title Company is hereby directed to pay off such lien or obligation to the extent that it can be satisfied by application of all or a portion of the Purchase Price delivered into escrow by Buyer at Closing.

4.3 **Permitted Exceptions.** All exceptions other than the Unacceptable Exceptions objected to by Buyer shall be deemed acceptable to Buyer (the "Permitted Exceptions"); provided, however, that in no event will mortgages, delinquent taxes, or other financial obligations secured by the Property be deemed Permitted Exceptions. Should the Title Company inform Buyer of any new title exceptions not appearing on the initial Title Report, such new

exceptions shall be deemed Unacceptable Exceptions, unless specifically accepted in writing by Buyer.

## **5. Buyer's Due Diligence and Inspections.**

**5.1 Due Diligence Period.** The Buyer will have a period of sixty (60) days from the Effective Date (the "Due Diligence Period") during which period the Buyer may conduct investigations detailed in this Section 5 to determine if the Property is satisfactory to the Buyer. On or before the expiration of the Due Diligence Period, the Buyer will provide a Suitability Notice in writing to the Seller of its intent to proceed with its acquisition of the Property. If Buyer is not satisfied with the Property, the Buyer will have the ability to extend in writing the Due Diligence Period by two additional periods of thirty (30) days each or terminate the Agreement and receive a refund of the Earnest Money.

**5.2 Seller's Delivery of Documents.** Within twenty (20) days after the Effective Date, Seller shall deliver to Buyer all information and documentation excluding any appraisal, third party offer to purchase, third party contract or document otherwise protected from disclosure such as attorney-client or executive session material in Seller's possession or control pertaining to the Property. If Seller is aware of the existence of any material information and documentation pertaining to the Property that are not in Seller's possession or control, Seller shall notify Buyer of the existence of such information within fifteen (15) days after the Effective Date or two (2) business days after learning of the such information. Should Seller fail to timely provide Buyer with the Due Diligence Documents, Buyer may, at Buyer's sole discretion, extend the Closing Date for a period not to exceed twenty (20) days so that Buyer may have adequate time to review such additional documentation. Nothing in this paragraph shall require Seller to obtain data, studies, analyses, reports, surveys, or other documents mentioned herein that are not already in existence at the time of this Agreement or within Seller's reasonable ability to obtain at no expense to Seller.

**5.3 Property and Environmental Inspections.** During the Due Diligence Period, Buyer and its agents, including but not limited to consultants, surveyors, engineers, home inspectors, appraisers, and other professionals hired by Buyer, at Buyer's sole cost and expense, shall have the right to access the Property to conduct environmental studies (including but not limited to Phase I and Phase II Environmental Site Assessments), structural inspections, sewer and septic system sampling, hazardous building materials surveys (including but not limited to asbestos and lead testing), and any other due diligence Buyer deems necessary. Seller shall cooperate with Buyer in making such inspections. Buyer and its agents will have the right to enter the Property at reasonable times before Closing to perform such surveys, analyses, studies, appraisals, and other due diligence that Buyer deems necessary; provided, however, that Buyer shall give Seller forty-eight (48) hours' notice prior to entering the Property. Any area disturbed by Buyer's inspections shall be restored by Buyer, at Buyer's sole costs and expense, to its pre-inspection condition. Buyer through Buyer's selected provider shall pay for an Environmental Site Assessment "Phase 1" and hazardous building materials survey at Buyer's sole cost and expense. If the "Phase 1" report indicates the recommendation for further site investigation, the costs of a "Phase 2" report shall therefore be borne by the Buyer. If Seller shall not consent to Phase 2 investigations this Agreement shall terminate, in which case the Buyer will receive a refund of the Earnest Money. In the event that a hazardous building materials survey and "Phase

2" report indicates that "Phase 3" remediation and abatement are necessary, Buyer through Buyer's selected provider shall obtain preliminary estimates for the cost to perform the necessary work; however, the total costs for all "Phase 1, 2, and 3" investigations, remediation, and abatement shall not exceed \$400,000. In the event these total costs exceed \$400,000 based on preliminary estimates, Buyer may: (1) elect to pay the additional costs in Buyer's sole discretion; (2) terminate this Agreement in which event the Earnest Money shall be returned to Buyer; or (3) work with the Seller to amend this Agreement whereby both parties will mutually agree on payment for additional costs. Buyer shall be named as the intended recipient and beneficiary of the "Phase 2" report and "Phase 3" work along with the Seller.

## **6. Conditions Precedent to Closing.**

**6.1 Conditions Precedent to Buyer's Obligations.** In addition to any other conditions contained in this Agreement, the conditions set forth in this Section 6.1 must be satisfied prior to Buyer's obligation to acquire the Property. Buyer may waive the conditions in this Section 6.1 by written notice since these conditions are intended solely for Buyer's benefit. In the event any condition is not satisfied or waived on or before the applicable deadline set forth below, and if no deadline is set forth below then on or before Closing, Buyer will have the right to terminate this Agreement, in which event the Earnest Money shall promptly be returned to Buyer.

**6.1.1 City Approval.** Purchase of the Property must be approved by the Silverton City Council at the next regular Silverton City Council meeting after the Effective Date.

**6.1.2 Appraisal.** The Buyer shall contract and pay for an independent MAI appraisal (subject to no extraordinary assumptions). The MAI appraisal will be completed in accordance with generally accepted appraisal standards.

**6.1.3 Due Diligence and Inspection Results.** Buyer must be satisfied, in its sole and absolute discretion, with its review of the Due Diligence Documents and the results of Buyer's inspections of the Property conducted under Section 5.2 above. Buyer shall have until sixty days after the Effective Date of this Agreement to complete its due diligence and inspections. If Buyer notifies Seller on or before sixty (60) days from the Effective Date of this Agreement that Buyer is not satisfied with the Property due to the results of its due diligence and inspections, the Closing Date may be extended by the Buyer for a period of thirty (30) days so that Seller and Buyer may address such results. If at the end of the 30-day period, Buyer and Seller have not reached an agreement regarding the issues disclosed as a result of such due diligence and inspections, Buyer may extend the Closing Date for an additional thirty (30) days to complete due diligence items.

**6.1.4 Title.** At Closing, the Title Company must be committed to issue to Buyer the Title Policy described below in Section 9. After the Purchase Price has been paid as set forth under Section 7.2.1 below, the Seller shall convey fee simple title to the Property as set forth in Section 7.1.1 below.

6.1.5 Representations, Warranties, and Covenants of Seller. Seller's representations, warranties, and covenants set forth in this Agreement shall be true and correct as of the Closing Date.

6.1.6 No Material Changes. At Closing, there shall have been no material adverse changes related to or connected with the Property.

6.1.7 Seller's Deliveries. Seller shall have timely delivered each item to be delivered by Seller pursuant to this Agreement, including (without limitation) the documents and materials described below in Section 7.1.

6.1.8 Removal of Personal Property and Debris. At Closing, Seller shall have removed or have caused to be removed from the Property, at Seller's sole cost and expense, any and all personal property and/or trash, rubbish, debris, illegally dumped materials or illegal fill materials. This provision shall survive Closing.

6.2 Conditions Precedent to Seller's Obligations. In addition to other conditions contained in this Agreement, the conditions set forth in this Section 6.2 must be satisfied prior to Seller's obligation to convey the Property. Closing and Seller's obligations with respect to the transactions contemplated by this Agreement are subject to Buyer's delivery to the Title Company on or before the Closing Date of (i) the balance of the Purchase Price and (ii) the documents and materials described below in Section 7.2.

6.3 Failure of Conditions. In the event any of the conditions set forth above in Sections 6.1 or 6.2 are not timely satisfied or waived for a reason other than the default of Buyer or Seller under this Agreement, then this Agreement, escrow, and the rights and obligations of Buyer and Seller hereunder shall terminate and the Earnest Money shall be returned to Buyer.

6.4 Cancellation Fees and Expenses. In the event the escrow terminates because of the nonsatisfaction of any condition for a reason other than the default of Seller under this Agreement, Buyer shall pay the cancellation charges required to be paid to the Title Company. In the event this escrow terminates because of Seller's default, Seller shall pay the cancellation charges required to be paid to the Title Company. This provision is activated only upon the Effective Date.

## **7. Deliveries to the Title Company.**

7.1 By Seller. On or before the Closing Date, Seller shall deliver the following into escrow with the Title Company:

7.1.1 Deed. A Statutory Warranty Deed (the "Deed"), duly executed and acknowledged in recordable form by Seller, conveying the Property to Buyer free and clear of all liens and encumbrances except the Permitted Exceptions accepted by Buyer pursuant to Section 4.1 above. The Title Company's usual, preprinted exceptions (listed as General Exceptions 1-5 on the Title Report) shall not be listed as exceptions on the Deed.

7.1.2 Nonforeign Certificate. Seller represents and warrants that it is not a “foreign person” as defined in IRC §1445. Seller shall give Buyer a certification to this effect in the form required by that statute and related regulations.

7.1.3 Proof of Authority. Such proof of Seller’s authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Buyer.

7.1.4 Lien Affidavits. Any lien affidavits or mechanic’s lien indemnifications as may be reasonably requested by the Title Company in order to issue the Title Policy.

7.1.5 Other Documents. Such other fully executed documents and funds as are required of Seller to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

7.2 By Buyer. On or before the Closing Date, Buyer shall deliver the following into escrow with the Title Company.

7.2.1 Balance of the Purchase Price. The balance of the Purchase Price, in accordance with Section 2.2 above.

7.2.2 Proof of Authority. Such proof of Buyer’s authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Seller.

7.2.3 Other Documents. Such other fully executed documents and funds as are required of Buyer to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

7.2.4

**8. Deliveries to Buyer at Closing.**

8.1 Right to Possession. At Closing, Seller shall deliver to Buyer exclusive possession of the Property and keys to all improvements located on the Property.

9. Title Insurance. At Closing, Seller shall cause the Title Company to issue to Buyer a standard ALTA owner’s title insurance policy in the full amount of the Purchase Price, insuring fee simple title vested in Buyer or its nominees, subject only to the Permitted Exceptions as established under Section 4 of this Agreement and (b). The policy shall include an endorsement insuring unrestricted vehicular access from the Property to a public road (the “Title Policy”).

10. Closing Costs. Seller shall pay for the Title Policy, one-half of all escrow fees, any real property transfer or excise taxes, all recording charges other than those allocated to Buyer below, and Seller’s share of prorations pursuant to Section 11 below. Buyer shall pay the cost of recording the Deed, one-half of all escrow fees, and Buyer’s share of prorations pursuant to Section 11 below. Buyer and Seller each shall pay for its own legal and professional fees



incurred. All other costs and expenses are to be allocated between Buyer and Seller in accordance with the customary practice in the county where the Property is located.

## **11. Prorations and Taxes.**

11.1 **Prorations.** Any and all state, county, and/or city taxes for the current year, rents, or other income or operating expenses pertaining to the Property will be prorated between Seller and Buyer as of the Closing Date.

11.2 **Taxes and Assessments.** All taxes, assessments, and encumbrances that will be a lien against the Property at Closing, whether or not those charges would constitute a lien against the Property at settlement, shall be satisfied by Seller at Closing. If Seller shall fail to do so, Buyer may pay any such tax, assessment, encumbrance or other charge and deduct an amount equal to any such payment from the Purchase Price. If the Property is subject to farm or forest deferred taxes, Seller will have no obligation or responsibility for said deferred taxes, unless the Property becomes disqualified for or loses its deferred tax status as a result of Seller's actions prior to Closing in which case such taxes shall be Seller's responsibility.

12. **Seller's Representations and Warranties.** Seller hereby warrants and represents to Buyer the following matters, and acknowledges that they are material inducements to Buyer to enter into this Agreement. To the extent allowed under state law. Seller agrees to indemnify, defend, and hold Buyer harmless from all expense, loss, liability, damages and claims, including (without limitation) attorneys' fees, arising out of the breach or falsity of any of Seller's representations, warranties, and covenants. These representations and warranties shall survive Closing. Seller warrants and represents to Buyer that the following matters are true and correct, and will remain true and correct through Closing:

12.1 **Authority.** Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller, if Seller is not an individual, have full power and authority to sign for Seller and to bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with this Agreement. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

12.2 **Unrestricted Access.** To Seller's knowledge, the Property has unrestricted, insurable vehicular access to a public road.

12.3 **Hazardous Substances.** For purposes of this Agreement, the term "Hazardous Substances" has the meaning defined in and includes those substances set forth in ORS 465.200. Seller warrants and represents as follows:

(a) Seller is aware that there is lead-based paint and asbestos that has been detected on the Property. Aside from the lead-based paint and asbestos, Seller has not brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, emitted, released from, or produced or disposed of, from, or on the Property, any Hazardous Substances in violation of any environmental laws of the federal or state government;

(b) To Seller's knowledge, there were underground storage tanks on the Property at one point in time but they have been removed or mitigated but Seller does not have documentation for this and cannot guarantee that an underground storage tank does not exist;

(c) To Seller's knowledge, the Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it;

(d) Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to the Property;

(e) Seller has not transferred, and to Seller's knowledge no other person has transferred, Hazardous Substances from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements; and

(f) There are no proceedings, administrative actions, or judicial proceedings pending or, to Seller's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

12.4 Encroachments. To Seller's knowledge (a) all structures and improvements, including any driveways and accessory structures, are wholly within the lot lines of the Property, (b) no existing building, structure, or improvement of any kind encroaches upon the Property from any adjacent property, and (c) there are no present or past discrepancies or disputes regarding the boundaries of the Property.

12.5 Rights and Contracts Affecting Property. Except for this Agreement, Seller has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal or options to purchase the Property. Except for those exceptions of record listed on the Title Report, Seller owns the Property in fee, free and clear of all liens, conditions, reservations, mortgages, leases, licenses, easements, prescriptive rights, permits, or other similar encumbrances. Seller has not sold, transferred, conveyed, or entered into any agreement regarding timber rights, mineral rights, water rights, "air rights," or any other development or other rights or restrictions relating to the Property, and to Seller's knowledge no such rights encumber the Property. There are no service contracts or other agreements pertaining to the Property that Seller will be required to assume at Closing. This provision is activated only upon the Effective Date.

12.6 Possession. Except as specifically set forth in this Agreement, there are no leases, licenses, or other agreements permitting, nor has Seller entered into any course of conduct that would permit, any person or entity to occupy or use any portion of the Property. Seller shall deliver immediate possession of the entire Property to Buyer at Closing.

12.7 Recitals. The statements and information set forth in the Recitals are true and correct.

12.8 No Legal Proceedings. There is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against the

Property or against Seller that could (a) affect Seller's right or title to the Property, (b) affect the value of the Property, or (c) subject an owner of the Property to liability.

12.9 Mechanic's and Other Liens. No work on the Property has been done or materials provided that would give rise to actual or impending mechanic's liens, private liens, or any other liens, against the Property.

12.10 Public Improvements or Governmental Notices. To Seller's knowledge, there are no intended public improvements which will result in the creation of any liens upon the Property, nor have any notices or other information been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Property.

12.11 Breach of Agreements. The execution of this Agreement will not constitute a breach or default under any agreement to which Seller is bound or to which the Property is subject.

12.12 Bankruptcy Proceedings. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to Seller's knowledge, threatened against Seller, nor are any such proceedings contemplated by Seller.

12.13 Changed Conditions. If Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If any of the foregoing warranties and representations ceases to be true before Closing, Seller shall use its best efforts to remedy the problem, at its sole expense, before Closing. If the problem is not remedied before Closing, Buyer may elect to either: (a) terminate this Agreement, in which case Buyer will have no obligation to purchase the Property and the Earnest Money shall be refunded to Buyer, or (b) extend the Closing Date for a period not to exceed forty-five (45) days or until such problem has been remedied, whichever occurs first. Should Buyer extend the Closing Date and the problem is not remedied within the 45-day timeframe, Buyer may then elect to terminate this Agreement and receive a refund of its Earnest Money; provided, however, that such election will not constitute a waiver of Buyer's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true, nor will it constitute a waiver of any other remedies provided in this Agreement or by law or equity.

13. Condition of the Property Through Closing. Seller further represents, warrants, and covenants that until this transaction is closed or escrow is terminated, whichever occurs first, Seller shall (a) maintain the Property in substantially the same condition as it was on the Effective Date, with no tree cutting, timber harvesting, or alteration of the Property in any way, (b) keep all existing insurance policies affecting the Property in full force and effect, (c) make all regular payments of interest and principal on any existing financing, (d) comply with all government regulations, and (e) keep Buyer timely advised of any repair or improvement required to keep the Property in substantially the same condition as it was on the Effective Date.



**14. Buyer's Representations and Warranties.** In addition to any express agreements of Buyer contained herein, the following constitute representations and warranties of Buyer to Seller:

(a) Subject to the conditions stated herein, Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein;

(b) Subject to the conditions stated herein, all requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein; and

(c) Subject to the conditions stated herein, the persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

**15. Legal and Equitable Enforcement of This Agreement.**

**15.1 Default by Seller.** In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Seller, Buyer shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the Earnest Money, and will have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

**15.2 Default by Buyer.** In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Buyer, Buyer and Seller agree that it would be impractical and extremely difficult to estimate the damages that Seller may suffer. Therefore, Buyer and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that Buyer defaults and fails to complete the purchase of the Property is and will be an amount equal to the Earnest Money. This amount shall be Seller's sole and exclusive remedy (whether at law or in equity), and the full, agreed, and liquidated damages for the breach of this Agreement by Buyer. The payment of said amount as liquidated damages is not intended as a forfeiture or penalty. All other claims to damage or other remedies are hereby expressly waived by Seller. Upon default by Buyer, this Agreement will terminate and except as set forth in this section, neither party will have any further rights or obligations hereunder or to one another.

**16. Risk of Loss, Condemnation.** Seller bears the risk of all loss or damage to the Property from all causes, through the Closing Date, except those that are caused directly by the Buyer or his agents, which shall be the responsibility of the Buyer to remedy in a mutually agreeable manner. If, before the Closing Date, all or any part of the Property is damaged, destroyed, condemned, or threatened with condemnation, Seller shall give Buyer written notice of such event. Buyer may terminate this Agreement by giving written notice to Seller within fifteen (15) days following receipt by Buyer of written notice from Seller of such casualty or condemnation and the Title Company shall return to Buyer the Earnest Money and any accrued interest thereon.

17. **Notices.** All notices required or permitted to be given must be in writing to the address set forth below and will be deemed given upon (a) personal service or (b) deposit in the United States Mail, postage prepaid. All such notices shall be deemed received (x) upon personal service, (y) five (5) days after deposit in the United States Mail, postage prepaid, or (z) one (1) day after deposit with a nationally recognized overnight courier service.

To Seller:

Phone:

Email:

To Buyer::

City of Silverton

Attn: City Manager

306 S. Water Street

Silverton, OR 97381

Phone: 503-874-2205

Email: CWurster@silverton.or.us

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended. Telephone, email, and fax numbers are for information only.

18. **Broker or Commission.** Seller represents and warrants that it engaged the services of Tom Hendrie of SVN Commercial Advisors, LLC, a real estate broker in connection with this Agreement whose real estate commission will be paid for by the Seller. In the event any person or entity asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, then Seller shall indemnify, hold harmless, and defend Buyer from and against any such claim if based on any action, agreement, or representations made by Seller.

19. **Further Actions of Buyer and Seller.** Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and both parties shall use their best efforts to accomplish Closing in accordance with the provisions hereof.

20. **Miscellaneous.**

20.1 **Partial Invalidity.** If any term or provision of this Agreement or the application to any person or circumstance is, to any extent, found invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

20.2 **Waivers.** No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

20.3 Survival of Representations. The covenants, agreements, representations, and warranties made herein shall survive Closing, specifically those obligations that explicitly state they will survive closing, will not merge into the Deed upon recordation in the official real property records.

20.4 Representation. This Agreement was prepared by Buyer and modifications were made at the request of Seller's legal counsel prior to execution of this Agreement by the parties. Accordingly, this Agreement shall be construed as if it had been prepared by both parties.

20.5 Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of this Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

20.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision contained in this Agreement. Unless otherwise specified herein, in computing any period of time described in this Agreement, whenever a date for an action required to be performed falls on a Saturday, Sunday, or a state or federal holiday, then such date shall be extended to the following business day.

20.7 Recitals. The statements and information set forth in the Recitals are hereby incorporated as if fully set forth herein and shall be used for the purposes of interpreting this Agreement.

20.8 Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement is governed by and should be interpreted in accordance with the laws of the state of Oregon.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL,

TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.


IN WHEREOF, the parties have executed this Agreement as of the last date of signature specified below.

BUYER:  
City of Silverton

  
By: Christy S. Wurster, City Manager

Date: 07/05/2017

SELLER:  
Silver Falls School District

  
By: Arroy Belmont, Superintendent

Date: 7/5/17

**Exhibit A**

**Property Descriptions (Attached)**

<b>Parcel #</b>	<b>Map/TaxLot</b>	<b>Marion Co. Deed Ref</b>	
R101904	061W35BC08000	14-0083	Also 224-95
R17678	061W35BC08100	14-0083	Also 224-95
R101868	061W34AD00500	471-611	
R101869	061W34AD00600	614-821	
R101865	061W34AD00700	223-376	

**AMERITITLE: FARM REPORT / Marion (OR)**

**# 1**

<b>Owner</b> :	<b>Silver Falls School Dist 4J</b>	<b>Parcel #</b> :	<b>R101665</b>
<b>Site</b> :	<b>*no Site Address*</b>	<b>Ref Parcel #</b> :	<b>061W34AD00700</b>
<b>Mail</b> :	<b>612 Schlador St Silverton Or 97381</b>	<b>16-17Taxes</b> :	
<b>Use</b> :	<b>R10 Exempt,School,Residential</b>	<b>MktTotal</b> :	<b>\$60,100</b>
<b>MapGrid</b> :		<b>Deed Type</b> :	<b>Misc</b>
<b>Sale Date</b> :	<b>Sales Price</b> :	<b>Doc #</b> :	<b>223-0376</b>
<b>Prior Sale Date</b> :	<b>Prior Sale Price</b> :	<b>Prior Doc#</b> :	
<b>Legal</b> :	<b>BROWNS ADDITION, BLOCK 1, LOT 1 &amp; : 2, ACRES 0.37</b>		
<b>Bedrooms:</b>	<b>Bath:</b>	<b>YearBuilt:</b>	<b>BldgSqft:</b> <b>Acres: .37</b>

**# 2**

<b>Owner</b> :	<b>Silver Falls School Dist 4J</b>	<b>Parcel #</b> :	<b>R101868</b>
<b>Site</b> :	<b>*no Site Address*</b>	<b>Ref Parcel #</b> :	<b>061W34AD00500</b>
<b>Mail</b> :	<b>612 Schlador St Silverton Or 97381</b>	<b>16-17Taxes</b> :	
<b>Use</b> :	<b>R10 Exempt,School,Residential</b>	<b>MktTotal</b> :	<b>\$45,000</b>
<b>MapGrid</b> :		<b>Deed Type</b> :	<b>Misc</b>
<b>Sale Date</b> :	<b>Sales Price</b> :	<b>Doc #</b> :	
<b>Prior Sale Date</b> :	<b>Prior Sale Price</b> :	<b>Prior Doc#</b> :	
<b>Legal</b> :	<b>BROWNS ADDITION, BLOCK 1, LOT 5, : ACRES 0.18</b>		
<b>Bedrooms:</b>	<b>Bath:</b>	<b>YearBuilt:</b>	<b>BldgSqft:</b> <b>Acres: .18</b>

**# 3**

<b>Owner</b> :	<b>Silver Falls School Dist 4J</b>	<b>Parcel #</b> :	<b>R101869</b>
<b>Site</b> :	<b>*no Site Address*</b>	<b>Ref Parcel #</b> :	<b>061W34AD00600</b>
<b>Mail</b> :	<b>612 Schlador St Silverton Or 97381</b>	<b>18-17Taxes</b> :	
<b>Use</b> :	<b>R10 Exempt,School,Residential</b>	<b>MktTotal</b> :	<b>\$45,000</b>
<b>MapGrid</b> :		<b>Deed Type</b> :	
<b>Sale Date</b> :	<b>Sales Price</b> :	<b>Doc #</b> :	
<b>Prior Sale Date</b> :	<b>Prior Sale Price</b> :	<b>Prior Doc#</b> :	
<b>Legal</b> :	<b>BROWNS ADDITION, BLOCK 1, LOT 6, : ACRES 0.18</b>		
<b>Bedrooms:</b>	<b>Bath:</b>	<b>YearBuilt:</b>	<b>BldgSqft:</b> <b>Acres: .18</b>

**# 4**

<b>Owner</b> :	<b>Silver Falls School Dist 4J</b>	<b>Parcel #</b> :	<b>R101804</b>
<b>Site</b> :	<b>410 N Water St Silverton 97381</b>	<b>Ref Parcel #</b> :	<b>061W35BC08000</b>
<b>Mail</b> :	<b>612 Schlador St Silverton Or 97381</b>	<b>16-17Taxes</b> :	
<b>Use</b> :	<b>Q20 Ins,Other School</b>	<b>MktTotal</b> :	<b>\$268,820</b>
<b>MapGrid</b> :		<b>Deed Type</b> :	<b>Misc</b>
<b>Sale Date</b> :	<b>Sales Price</b> :	<b>Doc #</b> :	<b>14-0083</b>
<b>Prior Sale Date</b> :	<b>Prior Sale Price</b> :	<b>Prior Doc#</b> :	
<b>Legal</b> :	<b>BROWNS ADDITION, LOT FR 9 &amp; ADJ AC, : ACRES 0.93</b>		
<b>Bedrooms:</b>	<b>Bath:</b>	<b>YearBuilt:</b>	<b>BldgSqft:</b> <b>Acres: .93</b>

**# 5**

<b>Owner</b> :	<b>Silver Falls School Dist 4J</b>	<b>Parcel #</b> :	<b>R17678</b>
<b>Site</b> :	<b>410 N Water St Silverton 97381</b>	<b>Ref Parcel #</b> :	<b>061W35BC08100</b>
<b>Mail</b> :	<b>612 Schlador St Silverton Or 97381</b>	<b>16-17Taxes</b> :	
<b>Use</b> :	<b>Q20 Ins,Other School</b>	<b>MktTotal</b> :	<b>\$1,621,540</b>
<b>MapGrid</b> :		<b>Deed Type</b> :	<b>Misc</b>
<b>Sale Date</b> :	<b>Sales Price</b> :	<b>Doc #</b> :	<b>14-0083</b>
<b>Prior Sale Date</b> :	<b>Prior Sale Price</b> :	<b>Prior Doc#</b> :	
<b>Legal</b> :	<b>ACRES 1.80</b>		
<b>Bedrooms:</b>	<b>Bath:</b>	<b>YearBuilt:</b>	<b>BldgSqft:</b> <b>Acres: 1.80</b>

The Information Provided Is Deemed Reliable, But Is Not Guaranteed.



That the said James Deane and his wife, and James Deane for the purpose of their husbands and Fifty Dollars to their said husband which they by acknowledgment have to organized and not claimed and by their said husband and their said wife and their said husband to the said James Deane County Oregon, the following assented premises to wit: Beginning at the North 27° 27' 31" from the E. N. corner of Sect. 16 to the corner of Section 16 in Oregon County Oregon thence N 27° 27' 31" E 63.68 chs to the said corner of Section 16 to the side of block 725 chs to the first run of beginning and containing 386 acres to the same or head, So these premises are to be conveyed with all and singular rights and appurtenances thereto in any way in any manner appertaining, unto the said David H. Stewart in Oregon County Oregon, forever.

In Witness Whereof we have here unto set our hands and seals this 10 day of November A.D. 1841.

J. F. Goodidge,  
 David H. Goodidge,  
 James Deane,  
 Susanna Deane,  
 William McMillan,  
 (Notary Public for Oregon)

Witness:  
 M. H. Deane  
 J. H. Deane

State of Oregon, County of Union

of November the 10th 1841 personally appeared before me the undersigned J. F. Goodidge and David H. Goodidge his wife, and James Deane and Susanna Deane his wife, and W. McMillan, who are known to me to be the said parties named in and who executed the foregoing conveyance, and they declared that they executed the same for the purposes therein set forth, and said J. F. Goodidge and Susanna Deane, on examination before me apart from their said husband, acknowledged that they executed the same freely and without fear or compulsion from any one.

W. McMillan  
 Justice of the Peace

Recorded November 21st 1841  
 A. C. Crocker Recorder  
 By C. J. Crocker Deputy

successors and assigns forever. And the first parties above named do covenant to and with the said second party, its successors and assigns, that they are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances except the mortgage above mentioned, city liens and taxes; and that they will and their heirs, executors and administrators shall warrant and forever defend the above granted premises, and every part and parcel thereof against the legal claims and demands of all persons whatsoever, except as above stated.

IN WITNESS WHEREOF, the Grantors above named have hereunto set their hands and seals this 1st day of November 1935.

O. E. Scott      ✓  
Jessie E. Scott    ✓

STATE OF OREGON }  
County of Marion } ss.

On this, the 1st day of November, 1935, personally came before me, a Notary Public in and for said County and State, the within named O. E. Scott and Jessie E. Scott, his wife, to me personally known to be the identical persons described in, and who executed the within instrument and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

WITNESS my hand and official seal the day and year last above written.

Olga Engberg,  
Notary Public for Oregon.  
My commission expires Jan 10, 1938.

Recorded January 16, 1936 at 10:10 o'clock A.M.  
Mildred R. Brooks, Recorder, by ES, Deputy.

THIS INSTRUMENT WITNESSETH, That Arthur Dickman and Maude Dickman, his wife, for the consideration of the sum of Ten and No/100 Dollars, to them paid, have bargained and sold and by these presents do bargain, sell and convey unto School District No. 4, Marion County, Oregon the following described premises, to-wit:

Commencing on the South line of "A" Street at a point north 80° East 137.4 feet from the Northwest corner of Lot numbered Ten (10) in Brown's Addition to the City of Silverton, Marion County, State of Oregon; thence South 18° East 58 feet to the southerly side of said Lot 10; thence North 62° 33' East 53 feet to the southeast corner of said Lot 10; thence North 27° 27' West 44.2 feet to the Northeast corner of said Lot; thence south 80° West 46 feet to the place of beginning.

It is hereby understood that this conveyance is made subject to the right retained by Michael J. Dolan and Cora A. Dolan, their heirs and assigns, to attach and use the sewer running across the said premises.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said School District No. 4, Marion County, Oregon, its Heirs and Assigns forever.

And the said grantors do hereby covenant to and with the said grantee its Heirs and Assigns that they are the owner in fee simple of said premises; that said premises are free from all incumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 15th day of March, A. D. 1935.

Done in Presence of:

Leo H. Childs  
Mildred Martin

Arthur Dickman      Seal  
Maude Dickman      Seal

STATE OF OREGON }  
County of Marion } ss.

On this 15th day of March, 1935, personally came before me, a Notary Public in and for said County and State, the within named Arthur Dickman and Maude Dickman, his wife, to me personally known to be the identical persons described in, and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

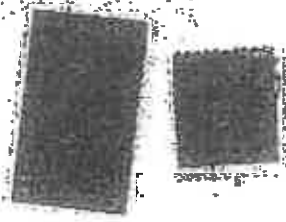
WITNESS my hand and official seal the day and year last above written.

Leo H. Childs,  
Notary Public for Oregon.  
My commission expires May 10, 1935.

Recorded January 10, 1936 at 2:15 o'clock P.M.  
Mildred R. Brooks, Recorder, by ES, Deputy.

Know all men by these presents, that I, Willard M. McCamman, of the County of Marion, State of Oregon, do hereby grant, sell, convey and assign, all the following described premises, with the tenements, improvements and appurtenances, situated in the County of Marion and State of Oregon, bounded and described as follows, to-wit:

Lot Five (5), Block One, (1), Brown's Addition to Silverton, in Marion County, Oregon.



To Have and to Hold the above described and granted premises unto the said grantee, heirs and assigns forever. And the grantee do covenant that they are lawfully seized in fee simple of the above granted premises free from all encumbrances whatsoever.

and that they will and their heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whatsoever.

Witness my hand and seal this 22nd day of January, 19 55.

Willard M. McCamman (SEAL)  
Willard M. McCamman (SEAL)

STATE OF OREGON,  
County of Marion }  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Celia L. McCamman and Willard McCamman, her husband

On this 22nd day of JANUARY, 19 55, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]  
Notary Public for Oregon.  
My Commission expires May 17, 1958.



**WARRANTY DEED**

Celia L. McCamman  
of Marion  
Subsd. District No. 2-C  
Marion County  
AFTER RECORDING RETURN TO

IMPORTANT: THIS SPACE CONTAINS YOUR RECEIPT FOR THIS INSTRUMENT.

STATE OF OREGON,  
County of MARION }  
I certify that the within instrument was received for record on the day of JAN 25 1955, 19 55 at 9:21 o'clock AM, and recorded in Book 491 on page 611 Record of Deeds of said County.

Witness my hand and seal of my office this 25th day of JANUARY, 19 55.  
[Signature]  
County Clerk - Recorder

**C. B. ANDERSON**  
107 MASONIC BLDG.  
SILVERTON, ORE.

INDEXED 490972

490972



Lot Six (3), Block 22, ...  
 the City of Silverton, Marion County, Oregon, ...  
 Volume 2, Page 33, Second ...  
 and ...



To Have and to Hold, the above described and granted premises unto the said grantee  
 heirs and assigns forever.

Witness my hand and seal this 5th day of March, 1936.

Boyd M. Adams  
 (SEAL)

STATE OF OREGON,

County of Douglas On this 5th day of March, 1936,  
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the  
 within named BOYD M. ADAMS, Single, who is

known to me to be the identical individual described in and who executed the within  
 instrument, and acknowledged to me that he executed the same freely and voluntarily.  
 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official  
 seal the day and year last above written.

John H. Royal  
 Notary Public for Oregon.  
 My commission expires ...

Bargain and Sale <b>DEED</b>	
BOYD M. ADAMS, Single	
TO	
SILVERTON SCHOOL DISTRICT No. 46	
with covenants return to	
<u>Silverton School District</u> P.O. Box 97 <u>Silverton, Ore.</u>	
<p>733 797462</p> <p>Decker No.</p>	<p>STATE OF OREGON,          County of <u>MARION</u>          I certify that the within instru-          ment was recorded for record on the          day of <u>March</u>, 19<u>36</u>,          at <u>Silverton, Ore.</u>, and recorded          in book <u>1618</u> on page <u>121</u>          Section of Book of said County,          Oregon my hand and seal of          County Clerk.</p> <p>By _____          Deputy.</p>





320 Church St. NE, Salem, OR 97301  
PHONE (503)581-1431 FAX (503)364-8716

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July 25, 2017  
File Number: 184043AM  
Report No.: 1  
Title Officer: Michele Harris  
Escrow Officer: Sandee Breshears

**PRELIMINARY TITLE REPORT**

**Property Address: 410 N Water Street, Silverton, OR 97381**

**Policy or Policies to be issued:**  
OWNER'S STANDARD COVERAGE  
Proposed Insured: **City of Silverton**

<u>Liability</u>	<u>Premium</u>
\$1,000,000.00	\$2,100.00

Local Government Lien Search \$40.00

We are prepared to issue ALTA (06/17/06) title insurance policy(ies) of Stewart Title Guaranty Company, in the usual form insuring the title to the land described as follows:

**Legal description attached hereto and made a part hereof marked Exhibit "A"**

and dated as of 11th day of July, 2017 at 7:30 a.m., title is [vested in](#):

**Silver Falls School District 4J who also acquired title as Silverton School District No. 4C, School District No. 4, and School District No. 4-C, Marion County, Oregon.**

The estate or interest in the land described or referred to in this Preliminary Title Report and covered herein is:

FEE SIMPLE

**Except for the items properly cleared through closing, Schedule B of the proposed policy or policies will not insure against loss or damage which may arise by reason of the following:**

**GENERAL EXCEPTIONS:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 5 ABOVE APPLY TO STANDARD COVERAGE POLICIES AND MAY BE MODIFIED OR ELIMINATED ON AN EXTENDED COVERAGE POLICY.

**SPECIAL EXCEPTIONS:**

**Tax Information:**

**For TAX INFORMATION, See Attached Exhibit "B"**

6. The 2017-2018 Taxes: A lien not yet due or payable.
7. Taxes assessed under Code No. 00402928 Account No. R101904 Map No. 06S-01W-35BC 8000, including the current fiscal year, not assessed because of School Exemption. If the exempt status is terminated an additional tax may be levied.
8. Taxes assessed under Code No. 00402928 Account No. R17678 Map No. 06S-01W-35BC 8100, including the current fiscal year, not assessed because of School Exemption. If the exempt status is terminated an additional tax may be levied.
9. Taxes assessed under Code No. 00402928, Account No. R101865, Map No. 06S-01W-34AD, Tax Lot 700, including the current fiscal year, not assessed because of School property Exemption. If the exempt status is terminated an additional tax may be levied.
10. Taxes assessed under Code No. 00402928, Account No. R101868, Map No. 06S-01W-34AD, Tax Lot 500, including the current fiscal year, not assessed because of School property Exemption. If the exempt status is terminated an additional tax may be levied.
11. Taxes assessed under Code No. 00402928, Account No. R101869, Map No. 06S-01W-34AD, Tax Lot 600, including the current fiscal year, not assessed because of School property Exemption. If the exempt status is terminated an additional tax may be levied.
12. City lien of the City of Silverton in the amount of:  
\$59.67 and \$156.66, plus interest and costs, unpaid
13. The property lies within and is subject to the levies and assessments of the Marion Soil and Water Conservation District.
14. The property lies within and is subject to the levies and assessments of the Silver Falls Library District.



15. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
16. Easement Agreement contained in instrument, including the terms and provisions thereof,  
Recorded: January 16, 1936  
Instrument No. [Book: 224 Page: 95](#)  
Marion County Records.
17. The company will require the following document in order to insure a conveyance, lease, exchange, other disposition or encumbrance by the corporation named below:  
Corporation: Silver Falls School District 4J / Silverton School District No. 4C / School District No. 4, an Oregon corporation. An original or certified copy of the resolution of the Board of Directors authorizing the subject transaction.

**INFORMATIONAL NOTES:**

NOTE: Our examination of the title to the subject property discloses no open Deeds of Trust or Mortgages of record. The accuracy of this conclusion should be confirmed in writing prior to closing of the proposed transaction.

NOTE: As of the date hereof, there are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties:

City of Silverton

NOTE: We find no activity in the past 24 months regarding transfer of title to subject property.

NOTE: The following are the last deed of record affecting said land,

Document: Deed

Grantor: Boyd M. Adams

Grantee: Silverton School District No. 4C

Recorded: April 1, 1966

Instrument No.: Volume: 614 Page: 821

Document: Deed

Grantor: Celia L. McCammon and Willard McCammon, her husband

Grantee: School District No. 4-C, Marion County, Oregon.

Recorded: January 25, 1955

Instrument No.: Volume: 471 Page: 611

Document: Deed

Grantor: Mary A. Hoff; Mary B. Nichols and L. D. Nichols

Grantee: School District No. 4

Recorded: January 16, 1936

Instrument No.: Volume: 223 Page: 376

Document: Deed

Grantor: A. Gerlidge and Sarah F. Gerlidge, his wife and James Brown and Lucinda Brown, his wife and Fielding McClain

Grantee: School District No. 4

Recorded: November 14, 1841

Instrument No.: Deed Volume: 14 Page: 83

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

NOTE: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the parties to the transaction must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

THIS PRELIMINARY TITLE REPORT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

**End of Report**

*"Superior Service with Commitment and Respect for Customers and Employees"*

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Parcel 1:

Commencing 60 feet North 27°27' West from the Northwest corner of Lot No. 41, in the Town of Silverton in Marion County, Oregon; thence North 27°27' West 4.63 chains along the East side of Water Street; thence North 63°33' East 7.25 chains; thence South 27°27' East 4.63 chains to the street; thence South 62°33' West with the North side of street 7.25 chains to the place of beginning.

Also, Part of Lot Number 9 of Brown's Addition to the Town of Silverton, Marion County and State of Oregon, more particularly described as follows, to-wit:

Commencing at the South corner of said Lot Number 9; thence North 62°33' East along the side of Lot Number 9, 203 feet; thence North 27°27' West 19 feet to the North West boundary of said Lot Number 9; thence South 30°3' West to the North West corner of the aforesaid Lot 215-6/10 feet; thence South 27°27' East along the South end of said Lot 82-2/10 feet to the beginning.

And all of that part of Lot No. Nine (9) in Brown's Addition to Silverton, more particularly described as follows: Commencing at the South corner of said Lot Nine (9); thence North sixty-two (62) degrees thirty-three (33) minutes East along the side of Lot No. Nine (9), Two hundred and three (203) feet; thence North twenty-seven (27) degrees twenty-seven (27) minutes West nineteen (19) feet to the Northwest boundary of said Lot No. Nine (9); thence South eighty (80) degrees eight (8) minutes West to the Southwest corner of the aforesaid Lot two hundred fifteen and six-tenths (215 6/10) feet; thence South twenty-seven (27) degrees twenty-seven (27) minutes East along the Southeast end of said lot; eighty two and two-tenths (82 2/10) feet to the place of beginning, all in Marion County, State of Oregon.

Also, Commencing at a point in the South boundary line of a lot sold by Alvah Brown and wife to Adolf Wolf on the 16th day of March, 1885; deed to the same being recorded in the Marion County, Oregon, Record of Deeds, Volume 32 at Page 384, which said commencing point is North 27°27' West 365.64 feet and North 62°33' East 167.70 feet from the Northwest corner of Lot Number Forty One (41) North in the Town of Silverton; thence North 27°27' West 112.00 feet; thence North 62°33' East 35.30 feet; thence North 27°27' West 19.00 feet to the Southerly line of "A" Street in J.M. Brown's Addition to the Town of Silverton; thence North 60° East 67.90 feet to the concrete curb on the West side of First Street; thence South 27°27' East along said curb line 112.00 feet to a point in the North boundary of land owned by School District Number 4 in Silverton; thence South 62°33' West along last said line 100.00 feet to the beginning and situate in Silverton, Marion County, Oregon.

And commencing at a point in the South boundary line of a lot sold by Alvah Brown and wife to Adolf Wolf on the 16th day of March, 1885, deed to the same being recorded in Marion County, Oregon, Record of Deeds, Volume 32 at Page 384 thereof, which said commencing point is North 27°27' West 365.64 feet and North 62°33' East 167.70 feet from the Northwest corner of Lot Number Forty One (41), North in the Town of Silverton; thence North 27°27' West 112.00 feet; thence North 62°33' East 35.30 feet; thence North 27°27' West 19.00 feet to the Southerly line of "A" Street in J.M. Brown's Addition to Silverton; thence North 60° East 67.90 feet to the concrete curb on the West side of First Street; thence South 27°27' East along said curb line 112.00 feet to a point in the North boundary line of land owned by School District No. 4 in Silverton; thence South 62°33' West along last said line 100.00 feet to the beginning and situate in Silverton, Marion County, Oregon.

Also, Commencing at the Southwest corner of a lot sold to Adolph Wolf by Alvah Brown and wife on the 16th day of March, 1885, Deed of same being recorded in Marion County Records Book of Deeds Volume 32, Page 384, said commencing point is North 27°27' West 365.64 feet distant from the Northwest corner of Lot No. Forty-one (41) North in the Town of Silverton; thence North 62°33' East 167.7 feet; thence North 27°27' West 112.00 feet to a point in the South line of Lot No. Nine (9) in J.M. Brown's Addition to Silverton; thence South 62°33' West 167.7 feet to the Southwest corner of said Lot No. Nine (9); thence South 27°27' East along the East line of Water Street 112.00 feet to the place of beginning, and situated in Silverton, Marion County, State of Oregon.

Save and except that portion described in instrument recorded January 16, 1936 in Volume 224, Page 95.

Save and except therefrom that portion conveyed to the City of Silverton by instrument, including the terms and provisions thereof, recorded June 6, 1947 in Volume 370, Page 590.

Further save and except that portion conveyed to the First Christian Church at Silverton by instrument, including the terms and provisions thereof, recorded September 18, 1961 in Volume 548, Page 899 and also that portion described in instrument, including the terms and provisions thereof, recorded August 28, 1961 in Volume 548, Page 300.

Also save and except that portion conveyed to E.L. Starr and Goldie Starr by instrument, including the terms and provisions thereof, recorded May 3, 1955 in Volume 475, Page 197.

Further save and except that portion conveyed to Marion County, Oregon by instrument, including the terms and provisions thereof, recorded June 13, 1966 in Volume 618, Page 7, Marion County Records.  
(06S-01W-35BC TL 8000 and TL 8100)

Parcel 2:

Lot 1, Block 1, BROWN'S ADDITION to Silverton, Oregon.  
and All of Lot Two (2) in Block One (1), BROWN'S ADDITION to Silverton, Marion County, State of Oregon.  
(06S-01W-34AD, TL 700)

Parcel 3:

Lot Five (5), Block One (1), BROWN'S ADDITION to Silverton, in Marion County, Oregon.

Save and Except that portion of property described in Bargain and Sale Deed recorded June 13, 1966 in Volume 618, Page 7, Marion County Deed Records, Oregon.  
(06S-01W-34AD, TL 500)

Parcel 4:

Lot Six (6), Block One (1), J.M. BROWN'S ADDITION to the City of Silverton, Marion County, Oregon. (See Volume 2, Page 13, Record of Town Plats of said County and State)

Save and Except that portion of property described in Bargain and Sale Deed recorded June 13, 1966 in Volume 618, Page 7, Marion County Deed Records, Oregon.  
(06S-01W-34AD, TL 600)


### Exhibit 'B'

#### TAX INFORMATION:

File No. 184043AM

Code No.	Account No.	Map No.	Tax Year	Amount	Status
00402928	R101904	06S-01W-35BC 8000	2016-2017	\$0.00	Paid
00402928	R17678	06S-01W-35BC 8100	2016-2017	\$0.00	Paid
00402928	R101865	06S-01W-34AD 700	2016-2017	\$0.00	Paid
00402928	R101868	06S-01W34AD 500	2016-2017	\$0.00	Paid
00402928	R101869	06S-01W-34AD 600	2016-2017	\$0.00	Paid

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

	<b>Agenda Item No.:</b> 9.1	<b>Topic:</b> Create a temporary Ad Hoc Committee to address homelessness
	<b>Report No.:</b> 17-80	
	<b>Agenda Type:</b> APPOINTMENTS TO COMMITTEES & ADVISORY GROUPS	
	<b>Meeting Date:</b> August 7, 2017	
<b>Prepared By:</b> Lisa Figueroa	<b>Reviewed By:</b> Christy S. Wurster	<b>Approved By:</b> Christy S. Wurster

**RECOMMENDED MOTION:**

1. Motion to create a temporary Ad Hoc Committee (Committee) for a limited duration to address the homeless/housing issue.
2. Motion to appoint the proposed members to the Committee.

**BACKGROUND:**

At the May 1, 2017 Council meeting, staff was directed by Council to form a Committee to address the homeless/housing issue. Mayor Palmer recommends the following individuals to serve on the Committee. The Members have been contacted and expressed interest in serving on the Committee.

Staff recommends the City Council appoint the Task Force and appoint the proposed members to the Task Force.

Jaime Fuhrman  
 Sara White  
 Kevin Griffen  
 Harry Douglass  
 Dana Smith  
 Kimberlee McDermott  
 Ellen Snow  
 Mark Hannan – Silver Falls School District Representative  
 Sarah DeSantis – Silverton Area Community Aid Representative  
 Chief of Police, Jeff Fossholm – City of Silverton Representative  
 Wendy Patton – North Willamette Valley Habitat for Humanity Representative  
 Marion County Representative – To be determined

**BUDGET IMPACT:**            **FY(s): N/A**

# **Department Updates**



*Working in a proactive partnership with our community to solve problems and enhance the quality of life for our citizens.*



## Memorandum

July 25<sup>th</sup>, 2017

To: Jeff Fossholm, Chief of Police  
Christy Wurster, City Manager  
From: Sean Farris, Community Service Officer  
Re: June CSO Report

25 hours a week, split time between parking and code enforcement as needed.

The following is an accounting of the number and types of complaints I pursued from July 6<sup>th</sup>, 2017 to July 25<sup>th</sup>, 2017. In any given month I am also spending some time pursuing unresolved code enforcement cases from the previous month.

### **Code Enforcement Complaints from 7-6-17 to 7-25-17**

Total Cases	14	(YTD 96)
Cases resolved/abated	6	(YTD 78)
Cases unresolved/abatement pending	8	(YTD 10)

### **Breakdown of Complaints Taken 7-6-17 to 7-25-17**

Noxious Vegetation	3
Storage of Junk	2
Business License Needed	2
Dead/Decaying Tree Limbs	2
Occupied Travel Trailer	2
Right-of-Way Encroachment	1
Noise	1
Discarded Vehicles	1

### **Total Parking Citations from 7-6-17 to 7-25-17**

\$5 Meter Violations, 2 hour limit, etc.	53	(YTD appr. 691)
\$25 Restricted Parking, Loading Zone, etc.	1	

**COMMUNITY DEVELOPMENT DEPARTMENT  
MONTHLY REPORT**

For The August 7, 2017 City Council Meeting

Planning Division

- The Planning Commission met in a work session on July 11<sup>th</sup> to discuss Development Code Amendments relating to structure height and short term rentals.
- Staff approved a Lot Line Adjustment application to modify common property lines of the lots comprising 229 Eureka Street.
- Staff approved a partition application to partition 1022 Oak Street into two parcels.
- Staff met with the Urban Renewal Advisory Committee to discuss the adopted goals.
- The Silverton Urban Renewal Advisory Committee met to review grant applications for 403 Lewis Street and 105 North Water Street.
- The Tourism Promotion Committee met on June 6<sup>th</sup> and July 31<sup>st</sup> to review grant applications.
- Staff is reviewing the Draft Solutions Evaluation Memo as part of the Transportation System Plan Update.
- 300' of lights have been installed in 21 Downtown trees. The electrician will be installing outlets on 5 buildings to supply power July 27<sup>th</sup> & 28<sup>th</sup>. The vendor that installed the lights will finalize the project by the installing the timers and plugging in the lights on August 2<sup>nd</sup>.



# **MEMORANDUM**

## **SILVERTON PUBLIC WORKS**

**DATE:** August 1, 2017

**TO:** Christy Wurster and City Council

**FROM:** Christian Saxe, Public Works Director

**RE: PUBLIC WORKS DEPARTMENT  
UPDATE FOR AUGUST 2017 MEETING**

### **ENGINEERING DIVISION:**

#### **Public Projects:**

- Steelhammer Road Improvements PH 1: Pacific Excavation is completing preliminary work at this time consisting of potholing utilities, grubbing, surveying, relocate mail boxes, and videoing storm and sanitary sewer. Construction of the new 18-inch storm sewer line will begin the week of August 6<sup>th</sup>. Road widening will start in late August or Early September. Due to the storm drain work at the intersection of Oak and Steelhammer, this entry point to Steelhammer will need to be closed during work hours from 08/07/17-08/11/17.
- Transportation System Plan Update: DKS Associates will be providing a draft “Solutions Identification” memorandum for review and comment and a “Financial Outlook” memorandum in August.
- Silver Creek Overlook: Design is near completion and staff has been working to fix drainage problems on site.
- Abiqua Heights Detention Pond Improvements: Staff is reviewing the conditions of this area and researching options for addressing the issues associated with the drainage system.
- McClaine Street Assessment: CCTV work of the sewer main has been completed and the video data will be reviewed in the coming weeks. Staff is exploring the possibility of contracting for a pre-design which would improve the project schedule and overall costs.
- ODOT South Water Street Improvements: This project is being designed and constructed by ODOT. Construction is scheduled for 2020. Staff is currently attending monthly meetings to discuss survey issues and preliminary design.
- 50-50 Sidewalk Applications: Several applications have been submitted in the month of July, and about 75% of the budgeted funds are encumbered for construction.
- Slurry Sealing: Crack sealing and skin patching was successfully completed in July. With the advantageous unit pricing on the slurry seal, staff was able to add several streets to this year’s project.
- EDA Raw Water Grant: Final application package will be submitted in August.

**Private Projects:**

- Silverplace Apartments: Improvements to the public storm system and private detention system are complete. Contractor is working on punch list items.
- Blackberry Preserve Subdivision: Staff has reviewed and commented on the lighting plans and are currently waiting for developer action.
- 206 S Center –Storm Drainage: Remaining work consists of patching the asphalt in S Center Street and paving the driveway with porous asphalt
- Pettit Inn & Pub: Waiting for developer action
- Dollar General: In design
- North Church Sanitary Sewer Extension: Staff is finishing up design review and anticipates work to start in early august.

**MAINTENANCE DIVISION:****Water:**

- Installed water meters for new construction and stopped meters
- Completed July meter reading
- Annual compound water meter test and repair completed
- Completed water service installs for a number of new construction projects
- Hydrant water flushing restricted due to water conservation measures

**Sewer:**

- Responded to a number of sewer back-up calls
- Completed sewer taps for new construction projects

**Streets:**

- Banners hung weekly
- Replaced signs as part of the street sign change-out program
- Regular street sweeping
- Street tree trimming
- Paved utility cuts and pot hole locations

**Parks:**

- Standard cleaning and maintenance
- Mowed all parks and city right of ways
- Completed dam vegetation clearing
- Restricting all unnecessary irrigation to comply with water conservation
- Assisted with Eagle Scout Silver Creek Reservoir Trail Project

**Facilities:**

- General clean-up around outside of city facilities
- Received paint and siding bids for City Shop Buildings and Museum/Depot

## Water Quality Division

### **Wastewater Treatment:**

- The average daily flow of wastewater entering the treatment plant is 850,000 gallons per day. During the early morning hours, 2am to 4am, the flow rate is down to 87 gpm.
- Operators participated in PW staff training for first-aid and CPR
- Troubleshoot cyclone degritter operation
- Calibrate dissolved oxygen and temperature probe in the post aeration basin
- Unplug digester recirculation pumps

### **Water Treatment**

- Water consumption is averaging 2.3 MGD, which is exactly the same as daily use during the 2015 summer drought. Operators have started up Plant No. 1. With both plants on-line we have the capability to treat up to 4 MGD.



- Abiqua Creek is flowing at 11.6 cfs as measured by the Hwy 214 USGS gage. At this time, in 2015, the flow rate was 2.6 cfs. Silver Creek is currently flowing at 13.8 cfs.

### **Swimming Pool**

- Operators diagnosed and repaired the chlorine dosing pump.

# City Council Issue Tracker

**PROCESS:**

- 1) ASD adds tasks after council meetings;
- 2) Directors fill in Update/Completion Date & Council Notification Date columns on an ongoing basis with final updates by the end of each Monday;
- 3) ASD gives copy to CM on Tuesday before Mayor’s meeting and before Council Packet;
- 4) ASD removes Task when Notification Date is filled in.
- 5) **Location:** S/City Council Packets/Working Documents/Council Tracking Form

Council Mtg. Date	Issue/Task	Synopsis	Person(s)	Update/Completion Date
1.09.2017	Sidewalks along Steelhammer Rd.	1. Citizen requested sidewalks be installed along Steelhammer Rd. Council informed expected projects to be completed in that area. 2. Councilor Smith asked for clarification on the Steelhammer sidewalks project from Oak Street to the new development. (no response given)	Christian	The upcoming project will install full length SW on the East side of Steelhammer from Main to Oak. Bids were opened on 06/06/17 and will be taken to Council on 06/19/17. Council approved award and a neighborhood meeting is scheduled for early July. Construction started 07/24/17
1.09.17	Arches at Coolidge McClaine	Councilor Smith: Have volunteers  Willoughby: Homer Davenport Comm. approved up to \$5,000 to assist with repairs	Christian	Councilor Smith and I met in the field and she was going to look into a funding source. I have a meeting to discuss the arches with Victor Madge on 04/07/17. At this meeting Victor mentioned that his group may have access to grant funding to perform work on the arches. He will research and get back to us. (04/19/17). Victor has asked for funding to address structural concerns. (07/24/17)
1.09.17	Pettit Lake LLC	Council approved 1 year extension of the construction timeline in the Purchase & Sale Agreement for new Inn & Pub on Pettit Property.	Christy	Prepared extension agreement and sent to purchaser for signature.
1.09.17	Year-Round Lighting	Council requested staff to bring back options	Jason	Bid opening scheduled for 06/01. No bids received, contacted vendors to identify hurdles, rebidding with new timeline and language regarding traffic control. URA awarded bid on 06/19/17 to Hollywood Lighting. Lights will be turned on at Aug. 4 First Friday

**City Council Issue Tracker**

1.23.17 W.Session	Financial Plan	Councilor Sears asked for the Council to revisit the financial plan.	Christy Kathleen	Work to begin after FY 17-18 budget adoption.
1.23.17 W.Session	Parking Enforcement	There was a consensus of the Council to remove the meters and increase enforcement. Staff will bring back proposals to a future meeting for approval.	Jeff	<b>Done</b> -Presentation planned for May City Council meeting. Chamber task force will meet and make recommendation to City Council in June.

**City Council Issue Tracker**

1.23.17 W.Session	Council Goal Issues with budget Impact  Growth Management Study	Councilor Smith suggested the City have an evaluation on how SDCs are determined. Councilor Carter said before the City pays for more studies completed, she would like to see what previously completed studies are scheduled for review, such as the long-range financial plan. After further discussion there was a consensus to look at the growth management study.	Jason  Christian	Staff is including a SDC study in the upcoming 2017/18 budget. In addition, utility rates and permit fees will be evaluated in FY 17-18.
2/6/2017 Council Mtg.	Urban Renewal District	Council directed staff to initiate the process for expanding the Urban Renewal District in accordance with ORS chapter 457 to include the areas on the map on West First, East First, (including areas abutting Second Street), the Pub, and connecting on Jefferson.	Jason	Staff has been directed to begin the process to expand the UGB. Currently planned in FY 17-18.
3.01.17	Moonstone Properties	Purchase Agreement	Christy	Moonstone Properties addressing infrastructure needs before moving forward
3.01.17	Fluoride Dosing Project	Status Update	Christian	Will be purchased in Spring of '17. Staff recommends that this project be carried over and current available funds be directed toward the necessary SCADA work. (Fluoride dosing is not a compliance issue - 04/19/17)
4/3/2017 Council Mtg.	Smoking	Councilor Carter would like a report on Items A-E of Marion County's tobacco presentation.	Jason/Jeff	<b>6/5/17 - Councilor Carter asked when report would be completed. Also see 6/5/17 note.</b>
4/3/2017 Council Mtg.	Homeless	Mayor Palmer asked to receive report from PD on homeless members in the community	Jeff	<b>DONE.</b> Memo on Homeless and PD response sent April 2017
4/3/2017 Council Mtg.	Second St.	Councilor Plummer request Second St. be considered during TSP update	Jason	Awaiting recommendation memo for review and comment, will address at that time
5/1/2017	Housing / Homeless	Mayor Palmer directed staff to form a Task Force to address this issue as it relates to homeless and housing	Jeff Jason	Meeting Set with Mayor for June 6. On July 13, 2017 Mayor provided list for Task Force. Question to CM on Task Force/Ad Hoc/ or just Com Group? Task force to be appointed August 7. First meeting tentatively set for August 23rd.
5/1/2017	Parking	Council directed staff to bring the former Parking Task Force to discuss downtown parking	Jeff Stacy Palmer	Task force meeting scheduled in early June facilitated by Chamber of Commerce. Stacy Palmer reported on downtown parking meeting 6/19. Scheduled for 08/21/17 work session to discuss Ordinance changes and fees.



5/1/17`	Parking	Council moved to prepare an ordinance to remove fine amounts from the Silverton Code 10.08.210 and create a resolution which allows fine amounts to be set by	Jeff Stacy Palmer	In process....waiting to Task Force Meeting and Direction. Scheduled for 08/21/17 work session.
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**City Council Issue Tracker**

5/1/2017	Slurry Seal	Council suggested doing a Facebook Live presentation on street projects	Christian Travis	PW to work with Marion County during initial phase of project in mid- August 2017
6/5/2017	HEAL City	Councilor Plummer would like city to be Level 4	Dianne	<b>DONE.</b> Provide Council with criteria for Level 4 city
6/5/2017	Recycling			
6/5/2017	Fuel Tax	Council approved ballot language.	Christy Lisa	<b>DONE.</b> Advertise ballot title on website & newspaper ASAP. Also see 1/23/17 note. Receipt of ballot title advertised. Next step is to file SEL802 with County. SEL Filed.
6/5/2017	Nicotine Ordinance	Council requested a work session to discuss retail licenses for nicotine retailers and to review a draft ordinance on nicotine license with \$250 fee	Jeff	Scheduled for 08/21/17 Work Session.
6/5/2017	URA language	Council requested URA review grant cycle language	Jason	Summary list of private and public projects prepared
6/5/2017	Planning Comm.	Planning Commission to review code for annexation language to match Zone change application, and include container homes	Jason	Work Session scheduled for August to address zone change review criteria, affordable housing, and container homes
6/5/2017	PanHandling	Council requested a draft ordinance on panhandling with legal review.	Jeff	Email Sent to City Attorney for advice and recommendations 6-5-17. Report in 06/19/17 City Council packet. Scheduled for 08/21/17 work session.
6/5/2017	Sign	Post a 'No Parking' sign on the East side of Ames	Christian	PW will evaluate location for signage.

6/19/2017	Town Square Park	Mayor Palmer noted trip hazard in concrete	Christian	Area has been marked for grinding by City PW staff.
6/19/2017	Main Street	Mayor Palmer reported catch basins are clogged.	Christian	These areas will be cleaned as part of the annual catch basin cleaning activities
6/19/2017	URA	Council requested review of Residential Property inside URA	Jason	Conducting research

6/19/2017	Garbage at Marine Park	Council referred complaint about garbage at Marine Park to the Environmental Management Committee	Christian	PW staff spoke with park host and will discuss additional options for litter pick-up with EMC.
6/19/2017	Civic Center	Council directed staff to include opportunity for public to comment about Eugene Field for future civic center	Christy	<b>DONE.</b> Scheduled for 07/17/17 City Council meeting.
7/17/2017	Speed Reader Board	Council directed staff to provide cost of board	Jeff	Info to be provided as informational report in August CC Packet
7/17/2017	Contracts	Format contracts to be consistent	Dianne	
7/17/2017	Mass Gathering	Prepare M.Gathering with \$500/private & public, etc.	Dianne	Scheduled for September.
7/17/2017	EMC Ordinances	Prepare 4 Ordinances for Council review	Christian	

