



# CITY OF SILETZ

## AGENDA

**Meeting:** City Council Work Session  
**Date:** Monday, February 12, 2024  
**Time:** 5:30 PM  
**Location:** Council Chambers, City Hall

1. Call Meeting to Order and Establish a Quorum
2. Lease Agreement Between the City of Siletz and the Siletz Valley Rural Fire Protection District (SVRFPD)
3. Surplus Property
4. Siletz Tribal Charitable Contribution Fund Report
5. Budget Considerations
6. Mill Park/Green Thumb Park Updates
7. Rate Study Engagement
8. The City Council may convene into an Open Session and act on any of the above work session agenda items in accordance with Oregon Public Meetings Laws
9. Adjournment

*To Participate by Zoom:*

To Join Zoom from Your Computer, Tablet, or Smartphone:

<https://zoom.us/j/97006748605?pwd=eHhEQTFJV3prZEp0SSs3ZDk4R2h1QT09>

Meeting ID: 970 0674 8605

Passcode: 840023

To Join Zoom from Your Phone: (719)-359-4580

Meeting ID: 970 0674 8605 Passcode: 840023

Siletz City Council Workshop 02.12.24

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The meeting is accessible to the disabled. If you need special accommodations to attend or participate in the meeting per the Americans with Disabilities Act (ADA), please contact the City Recorder at (541) 444-2521-48 hrs. in advance of the meeting so the appropriate assistance can be provided. TTY #1-800.735.2900. "This institution is an equal opportunity provider."

Lease Agreement Between the City of Siletz and  
the Siletz Valley Rural Fire Protection District  
(SVRFPD)

## LEASE AGREEMENT

This LEASE AGREEMENT (“Lease”) is entered into by and between the City of Siletz (“City”) and the Siletz Valley Rural Fire Protection District (“District”), (individually, a “Party”; collectively, the “Parties”).

### RECITALS

A. The City owns certain property located at \_\_\_\_\_, Siletz, OR 9\_\_\_\_\_, as more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (“Station”).

B. District desires to lease from City and the Leased Premises for use as a fire station, subject to the following terms and conditions.

### TERMS

#### Section 1. Leased Premises.

1.1 Covenant of Ownership. The City hereby leases to District the Leased Premises, as more particularly described in Exhibit B. The City covenants and warrants that the City is the lawful owner of the Leased Premises and has the authority to execute this lease with District.

1.2 No Warranties. District shall have quiet enjoyment of the Leased Premises without hindrance or disturbance by the City, except as specifically provided in this Lease. District accepts the Leased Premises “AS IS,” except as specifically provided in this Lease. District further acknowledges that neither the City nor any agent or person acting for the City has made any representations or warranties regarding the condition or suitability of the Leased Premises, applicable land use regulations, utility or access, or any other factor or condition that may affect the suitability of the Leased Premises for District’s intended use. No subsequently discovered condition related to the suitability of the Leased Premises for District’s use shall constitute grounds for termination of this Lease.

#### Section 2. Term.

2.1 Initial Term. The Initial Term of this Lease shall commence on the execution of the Parties (“Effective Date”) and continue for a period of 10 (ten) years, unless terminated sooner pursuant to Section 2.3 of this Agreement.

2.2 Renewal Terms. Upon expiration of the Initial Term, this Lease shall automatically renew for subsequent Renewal Terms of 10 years each.

2.3 Termination. Either Party may terminate this Lease without cause by providing sixty (60) days’ written notice to the other Party. In the event of Default, the City may terminate this Lease pursuant to Section 7.

2.4 Review of Terms. After three years of the Initial Term have elapsed, the Parties shall meet to review the terms of this Lease. The Parties shall also meet to review the terms of this

Lease at the commencement of any Renewal Term. Any amendment to the terms of this Lease must be mutually agreed upon and in writing.

### **Section 3. Rent.**

3.1 Rent. During the first year of the Initial Term and while District is in possession of the Leased Premises, it shall pay rent in the amount of \$ 1 per year.

3.3 Utilities; Services Fees. District shall be solely responsible for all utilities, insurance, and other payments necessary for District's use and enjoyment of the Premises under the terms of this Lease.

### **Section 4. Use of Premises.**

4.1 Permitted Uses. Subject to the terms of this Lease, District may use the Leased Premises for a fire station and other related facilities and uses ("Permitted Uses"). District shall have exclusive use of the Leased Premises, subject to the City's right to enter into or upon the Leased Premises for the purposes of examining its condition, or for any other lawful purpose. The City's right of inspection shall not unreasonably interfere with District's use of the Premises.

4.1.1 Best Practices. District shall comply with all applicable federal, state, and local laws, regulations, and requirements of any public authority regarding the Permitted Uses.

4.1.2 Compliance with Laws. District shall comply with all the rules, regulations, and laws in effect by any local, state, or federal authority having jurisdiction over the Leased Premises. District is solely responsible for obtaining any other permits or approvals as may be necessary for the use of the Leased Premises. Furthermore, District agrees to indemnify the City for any damages caused by the violation thereof of any permits or approvals that may otherwise be required.

4.2 Prohibited Uses. The Leased Premises shall not be used for any purposes other than the Permitted Uses, without prior written consent of the City. Any other use of the Leased Premises not otherwise described as a Permitted Use shall be considered a prohibited use, which includes, without limitation: any act or inaction by District that constitutes waste; the operation, maintenance, or permission of a nuisance in, on, or upon the Leased Premises; and use of the Leased Premises for any unlawful purpose.

4.2.1 Alterations and Improvements. District shall not make any alterations, additions, or improvements to or upon the Leased Premises without the prior written consent of the City. Except as otherwise expressly agreed to by the Parties in writing, improvements and alterations shall become the property of the City. Upon termination or expiration of the Lease, at the City's written request, District promptly shall remove any District alterations and improvements that the City requests be removed.

4.2.2 Assignments. District may not assign or transfer any rights under this Lease without the prior written consent of the City.

4.4 Maintenance. District shall maintain, repair, and replace the Leased Premises and its Improvements as necessary to keep them in good order, condition, and repair throughout all Terms of this Lease. District's obligations extend to both structural and nonstructural items; provided, however, that the City shall contribute to costs associated with any Major Maintenance needs for the Premises. Major Maintenance shall be limited to that maintenance and repair work of the Property, such as landscaping, parking, and other spaces on the Property outside of the Leased Premises, and does not include any maintenance or repair directly to, in, on, or upon the Leased Premises. In no instance shall the City be responsible for any maintenance or repair work due to damage caused by the negligence of MV or its agents, invitees, or guests.

4.5 City Reimbursement. Any activities performed by District on the Leased Premises shall be without expense of any kind (direct or indirect) whatsoever to the City. District shall be solely responsible for any damages that may be caused as a result of District's use and operation. Should the City incur costs as a result of District's misuse of the Leased Premises or Property, District agrees to reimburse the City within ten (10) days, upon the receipt of an invoice and documentation of such expense.

**Section 5. Insurance and Indemnification.**

5.1 Indemnity. Subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 1 through 30.300, and the Oregon Constitution Article XI, Section 7, District agrees to defend, indemnify and hold harmless the City, against any and all loss, damage, liability, claims, demands, or costs resulting from injury or harm to persons or property to the extent arising out of or in any way resulting from the District's use of the Leased Premises. District's indemnification obligation shall extend to claims arising from the acts and omissions of District's officers, employees, agents, contractors, licensees, invitees, and guests. District shall not be responsible for third-party claims resulting solely from the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

5.2 Liability. District shall assume all liability related to injury, death, or disease to its invitees or licensees. District shall be deemed solely responsible for any theft, damage, or destruction to any materials, equipment, or any other property of District, or anyone acting on behalf of District in connection with or incidental to its use.

5.3 Insurance. District shall continuously maintain, at its sole expense, the below insurance policies for all Terms of this Lease. Each District policy of insurance shall be written as the primary policy, not contributing with or in excess of any coverage which the City may carry. A copy of each policy or certificate shall be delivered to the City prior to District's occupation of any part of the Leased Premises. Failure to maintain any insurance coverage required by this Lease shall be cause for immediate termination of this Lease.

5.3.1. Comprehensive General Liability and Property Damage with a single combined limit of not less than \$2,000,000 per occurrence and \$2,000,000. Such insurance shall provide coverage for bodily injury, death or property damage in

connection with District's use or occupancy of the Lease Premises or the exercise or enjoyment of rights or privileges granted by this Lease

5.3.2. District, at its expense, shall insure its personal property, equipment, and fixtures located on the Leased Premises.

5.4 No Third-Party Beneficiary. The purpose of this Section is to allocate risk between the City and District. This Section is not intended to benefit or limit the liability of any third-party.

#### **Section 6. Property Tax.**

District shall be responsible for payment of all personal property taxes assessed against any of its personal property, equipment, or fixtures on the Property or Leased Premises.

#### **Section 7. Default.**

7.1. Default. The occurrence of any one or more of the following events constitutes a Default and breach of this Lease by District:

7.1.1 District fails to timely pay any sum owed to the District, and such Default continues for ten (10) days after the City has given District notice specifying the same.

7.1.2 District, whether by action or inaction, fails to perform any of its obligations under this Lease and such Default continues and is not remedied within thirty (30) days after the City has given District a notice specifying the same.

7.1.3 District uses the Property for any use other than those identified under Section 4, or ceases to use the Property for the purposes stated herein for a period of ninety (90) days.

7.2 Remedies on Default. In the event of Default, the City may, in its sole discretion, terminate the Lease effective immediately upon District's receipt of the City's written notice thereof. The City shall be entitled to recover damages from the District for the Default, and the City may reenter, take possession, and remove any persons or property by legal action. The City shall be entitled to recover immediately from District any costs assessed upon the Leased Premises as the result of District's, or its employees' or agents', impermissible use of the Leased Premises, including but not limited to the reasonable costs of any cleanup, refurbishing, removal of District's property and fixtures, any remodeling or repair costs, all attorney fees and court costs or any other expense occasioned by District's Default. These remedies shall be in addition to and not exclude any other remedy available to the City under applicable law. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

#### **Section 8. General and Miscellaneous Provisions.**

8.1 Force Majeure. If the performance by either of the Parties of their respective obligations under this Lease (excluding monetary obligations) is delayed or prevented in whole or in part by any legal requirement, and not attributable to an act or omission of the Party or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortage or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the Party's

control, whether or not specifically mentioned, the Party shall be excused, discharge and released of performance to the extent such performance or obligation (excluding any monetary obligation) is so limited or prevented by such occurrence without liability of any kind.

8.2 Prior Agreements. This instrument is the entire agreement of the Parties pertaining to the Lease of the Premises and supersedes and replaces all written and oral agreements made or existing between the Parties, their representatives, or predecessors in interest.

8.3 Notices. Any notice required or permitted under this Lease shall be in writing and shall be deemed to be given when (1) actually delivered personally, (2) forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail addressed as follows, or (3) when a facsimile confirming receipt of a facsimile transmission is received by the sender who sent the initial facsimile transmission, or to such other person, physical or mailing address, or facsimile transmission number as one Party may designate by written notice to the other Party:

If to District:

If to the City:

8.4 Attorney Fees and Costs. In the event a dispute shall arise under or about this Lease, then the prevailing Party therein shall be entitled to recover from the non-prevailing Party all costs, expenses and attorneys' fees which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings may be brought, as well as at every stage of any such proceedings from the time such dispute first arises through trial, arbitration or other proceedings and all appellate processes.

8.4 Non-waiver. Failure by either Party at any time to require performance by the other Party of any of the provisions hereof shall in no way affect the Party's rights hereunder to enforce the same, nor shall any waiver by any Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

8.5 Amendments. This Lease may be amended, modified, or extended without new consideration, but only by written instrument executed by both Parties.

8.6 Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Oregon.

8.7 Severability. If any portion of this Lease shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

IN WITNESS WHEREOF, District and the City have caused this Lease to be executed by their duly authorized officer.

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THE CITY:

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

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

SILETZ VALLEY FIRE DISTRICT:

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

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

DRAFT



**EXHIBIT A**

**Legal Description of Property**

DRAFT

**EXHIBIT B**

**Description of Leased Premises**

DRAFT

# Surplus Property

**CITY OF SILETZ  
RESOLUTION 722-24**

**A RESOLUTION OF THE CITY OF SILETZ DECLARING A NEED TO SURPLUS CITY “PERSONAL PROPERTY” BY SEALED BID.**

**WHEREAS**, surplus property is property considered to no longer serve the needs of the city and therefore the public; and

**WHEREAS**, office supplies are considered examples of personal property and property owned by the city and is owned by the public and is used for the public good; and

**WHEREAS**, when the property no longer serves the needs of the city and therefore the public, the surplus property should be disposed of, and when doing so, is in the interest of the public; and

**WHEREAS**, disposing of surplus property usually means selling or donating the property, and when none of those options work the city will recycle and throw away the public property.

NOW THEREFORE BE IT RESOLVED the Council declares the described property in Exhibit A to be surplus and supports the need for the city to place the following for disposal through sealed bids. All items are to be sold where is, and in, as-is condition and with no guarantees or warranties.

BE IT FURTHER RESOLVED this surplus property shall be open for viewing and receiving of bids on February 27, 2024. The highest bids will be awarded on March 12, 2024, and final disposal will be made on March 15, 2024.

**Adopted and Approved** by the City Council for the City of Siletz and signed by the Mayor this 26th day of February 2024.

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Mayor Will Worman

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City Recorder

EXHIBIT A

Surplus Property Set for Disposal-

1. Xerox Printer Work Center 7120-J-D040 Starting Bid \$50.00
  - Yellow Toner and Cartridge
  - Black Toner and Cartridge
  - Cyan Toner and Cartridge
  - Magenta Tone and Cartridge
  
2. Brother Electronic Typewriter GX-6750 SN: M4K09628 Starting Bid \$25.00
  - Assorted Ribbons and Correction Tape
  
3. Brother Intellifax 127oe Fax-1270c SN:460302IL8K188054 Starting Bid \$15.00
  - Brother Printing Cartridge
  
4. HP DeskJet Printer SN:CN45H3F13M, M# SN: prb-1204-02 Starting Bid \$10.00
  
5. 2- Sharpe Calculators EL2360P SN : 5D220009 and EL2360P SN :7D02806X Starting Bid \$10.00
  
6. Box - 5 Assorted Key Boards, Speakers for Computer, Flatbed HP Scanner, Kodiak 300 Projector Model 1 Starting Bid \$25.00
  
7. Assorted box of office supplies. (tape dispenser and, office labels etc.) Starting Bid \$5.00
  
8. 6-Handheld Wireless Phones and Bases- AT&T with one Master Phone to Handhelds Starting Bid \$15.00

# Siletz Tribal Charitable Contribution Fund Reports



# Siletz Tribal Charitable Contribution Fund

P.O. Box 549, Siletz, Oregon 97380

Phone: 541-444-8227 ~ Email: stccf@live.com

www.ctsi.nsn.us/Charitable-Contribution-Fund

### OFFICE USE ONLY

Date rec'd \_\_\_\_\_

\_\_\_ Photo(s) \_\_\_ Media

\_\_\_ Receipt(s)

### UNEXPENDED BALANCE:

\_\_\_ Refund due \$ \_\_\_\_\_

\_\_\_ Extension requested

\_\_\_ APPROVED \_\_\_ DENIED

Decision date \_\_\_\_\_

Award No: 23 - 6429

Date Award Received: 3/1/2023

Amount Received: \$ 3,000.00 Total amount of funds expended: \$ \$3,000

Organization: City of Siletz - Parks & Recreation Committee

Address: PO Box 318

City: Siletz State: OR Zip: 97380 - \_\_\_\_\_

Oregon County: Lincoln Check if Native American/Alaskan Native Organization

Contact Person: Tina Retasket Title: City Council 1 - P&R Commissioner

Phone: (541) 444-2521 Email: \_\_\_\_\_

**STATISTICS**  
 This section must be completed and contain a number. If unknown or for a community, use your best projection of the number of participants that will be impacted or will benefit from this award.

How many participants benefited?

If no data is provided below, entire population will be considered "Other" for reporting purposes.

50	%	Native American		%	Asian
	%	African American		%	Hispanic
50	%	Other	100	%	Total (must total 100%)

**MEDIA COVERAGE**  
 You must at a minimum provide the types of media coverage attempted (i.e. newspaper, radio, public notice, public announcement, etc.) regarding this activity. Please attach copies of all drafted and published notices and/or photos regarding media coverage.

Public announcements; Signage

**SUMMARY**

**You must complete this section. Do not attach separately. Your summary must be inserted in the space provided.**

INSTRUCTIONS: Describe in detail in the space provided what occurred and/or what was accomplished for the approved activity, program or project. Include how the impact will affect the population you indicated on page 1.

We purchased a customized golf cart to enable the Parks & Recreation Committee and community volunteers to water flower boxes down Gaither Street in Siletz. There are 15 flower boxes and two flower plots that the committee maintains, requiring daily watering. Previously the committee had to carry gallon jugs or buckets of water around to water the plants. The golf cart has been fitted with an electronic tank, attached to the battery of the golf cart, which allows the committee & volunteers to easily transport water via the tank and water the flowers - sometimes twice a day during extreme heat conditions. We utilized the golf cart during other P&R activities, including the 4<sup>th</sup> of July community BBQ, Trunk or Treat event, and Siletz Car Show, enabling the committee to transport supplies and equipment easily between the P&R storage shed and event locations. Signs were made and placed on the golf cart to notify residents of the funding source for the golf cart, as well as on numerous social media web pages.

The flowers are a welcome and beautiful addition to our main street. The committee often has community members of all ages stopping by to thank them for helping beautify City of Siletz.

**THIS SECTION MUST BE COMPLETED BY GLEANER AND FOOD/MEAL PROGRAMS**

What is your annual food budget? \$                      If applicable, # of dues-paying members:

This award covered the period from (mm/dd/yy)                      to (mm/dd/yy)

During the period the award helped to feed:                      # Individuals                      # Meals at \$                      per Meal

During the period: **Repacked #Lbs**                      **Purchased #Lbs**                      **Gleaned/Received #Lbs**

What is the name of your regional Food Share:

What percent of award was used to purchase food from Food Share:                      %







**Siletz Tribal Charitable Contribution Fund**  
 P.O. Box 549, Siletz, Oregon 97380  
 Phone: 541-444-8227 ~ Email: stccf@live.com  
 www.ctsi.nsn.us/Charitable-Contribution-Fund

<b>OFFICE USE ONLY</b>	
Date rec'd _____	
___Photo(s) ___Media	
___Receipt(s)	
<b>UNEXPENDED BALANCE:</b>	
___Refund due \$ _____	
___Extension requested	
___APPROVED ___DENIED	
Decision date _____	

Award No: 23 - 6430 Date Award Received: 3/1/2023

Amount Received: \$ 1,200.00 Total amount of funds expended: \$ 1,200

Organization: City of Siletz - Parks & Recreation Committee

Address: PO Box 318

City: Siletz State: OR Zip: 97380 - \_\_\_\_\_

Oregon County: Lincoln Check if Native American/Alaskan Native Organization

Contact Person: Tina Retasket Title: City Councilor 1 - P&R Commissioner

Phone: (541) 444-2521 Email: \_\_\_\_\_

**STATISTICS**

This section must be completed and contain a number. If unknown or for a community, use your best projection of the number of participants that will be impacted or will benefit from this award.

How many participants benefited?

If no data is provided below, entire population will be considered "Other" for reporting purposes.

<input type="checkbox"/>	50	%	Native American	<input type="checkbox"/>	%	Asian
<input type="checkbox"/>		%	African American	<input type="checkbox"/>	%	Hispanic
<input type="checkbox"/>	50	%	Other	<input type="checkbox"/>	100	% Total (must total 100%)

**MEDIA COVERAGE**

You must at a minimum provide the types of media coverage attempted (i.e. newspaper, radio, public notice, public announcement, etc.) regarding this activity. Please attach copies of all drafted and published notices and/or photos regarding media coverage.

Social media, flyers

**SUMMARY**

**You must complete this section. Do not attach separately. Your summary must be inserted in the space provided.**

INSTRUCTIONS: Describe in detail in the space provided what occurred and/or what was accomplished for the approved activity, program or project. Include how the impact will affect the population you indicated on page 1.

We advertised and held 2 public events where we co-sponsored the Sounds in the City Concerts. The first was for our annual 4<sup>th</sup> of July Community BBQ, in which the first of our two concerts was held in conjunction with the BBQ. Paul van den Bogaard and the Sons of the Beaches were contracted to play music during the event held at Hee Hee Illahee Park. The second event was during our August Car Show in Siletz, where we co-sponsored the second of our community concerts. Between the two events, we estimated over 300 participants attended. The concert was again provided by Paul van den Bogaard and the Sons of the Beaches. Utilizing our own funds, we intend to hold a "Golden Age" prom for the community, and will be contracting for a live band to play during the event.

**THIS SECTION MUST BE COMPLETED BY GLEANER AND FOOD/MEAL PROGRAMS**

What is your annual food budget? \$                      If applicable, # of dues-paying members:  
This award covered the period from (mm/dd/yy)                      to (mm/dd/yy)  
During the period the award helped to feed:                      # Individuals                      # Meals at \$                      per Meal  
During the period: **Repacked #Lbs**                      **Purchased #Lbs**                      **Gleaned/Received #Lbs**  
What is the name of your regional Food Share:  
What percent of award was used to purchase food from Food Share:                      %



# Budget Considerations

# Mill Park/ Green Thumb Park Updates

# Rate Study Engagement

The City Council May convene into an  
Open Session and act on any of the  
above work session agenda items in  
accordance with Oregon Public Meetings  
Laws



# Adjournment