



City of Independence

Agenda

City Council Meeting

Tuesday, April 22, 2025 @ 6:30 PM

Civic Center - Council Chambers

Page

1. CALL TO ORDER
Note: This is a Work Session of the City Council. The general public is invited to attend and view the meeting; typically, no public input or comment will be received.
2. ROLL CALL
3. WORK SESSION
 - 3.1. Moderate Income Revolving Loan Fund (*Irvine*)
 - 3.2. Trolley IGA (*West*)
[IGA for Trolley Operations Commission and Advisory Board](#)
4. ADJOURNMENT

3 - 6

Meeting Attendance Information:

The City Council will hold this work session in-person in City Hall Council Chambers, via video conference (Zoom) or by phone. Meetings are also live-streamed on the City's YouTube channel at: <https://www.youtube.com/c/CityofIndependenceOR>.

- **To attend in person**, the City Hall address is 555 S. Main St.
- **For Zoom login** visit:
<https://us06web.zoom.us/j/82444430869?pwd=5LC9tvPe3AUbvlllyqknzzlbqOLxxVm.1>
- To participate in the meeting **by phone**, dial **US: +1-253-215-8782** and enter **Webinar ID: 824 4443 0869** and **Passcode: 722455**

Please Note: Public comments are not accepted during work sessions. Any written public comments received will be included in the agenda packet for the next regular meeting. Written comments may be delivered to City Hall or emailed to CouncilComments@ci.independence.or.us.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 72 hours in advance of the meeting to Myra Russell, City Recorder, 503-838-1212/TTY: 800-735-2900.

INTERGOVERNMENTAL AGREEMENT
MONMOUTH-INDEPENDENCE TROLLEY

This Agreement is made and entered into as an Intergovernmental Agreement pursuant to ORS 190.010, by and between the City of Monmouth, Oregon (Monmouth), the City of Independence, Oregon (Independence) both being public entities organized and existing under the laws of the State of Oregon.

RECITALS

A. Monmouth and Independence are parties to an Intergovernmental Agreement with Salem Area Mass Transit District (District) for a two-year demonstration project for the operation of a public trolley (Trolley) to provide transportation service in and between Monmouth and Independence, including service to Western Oregon University (Project), funded by an appropriation from the Oregon legislature (2022 session) in the amount of \$3 million. Monmouth was designated by the State of Oregon as the fiscal agent for the Project.

B. The purpose of the Project was to assess the feasibility of and demand for intercity transit service, and the potential of such service to support and serve economic development, education, community events and tourism in Monmouth and Independence.

C. Monmouth purchased three trolley bus vehicles to provide the service for the Project and made them available for the Project, and has constructed a building for the storage of the trolley buses on property owned by Monmouth.

D. District has operated the Trolley transit service for the Project.

E. Independence has supported and participated in the Project as provided in this Agreement.

F. The parties desire by this Agreement to establish an Operations Commission and an Advisory Board to determine the terms by which the Trolley will be managed, operated, supported and funded on an ongoing basis, in accordance with this Agreement.

G. The parties have determined that the demand for intercity transit service, including service to Western, is sufficient, and the benefits to the parties and the residents, students, employees and visitors they serve is sufficient to make continuation of the public trolley financially feasible.

AGREEMENT

Now, therefore, in consideration of the foregoing and the mutual covenants and obligations set forth herein, it is hereby agreed as follows:

1. The Monmouth-Independence Trolley Operations Commission (Commission) ("MITOC") is hereby created. The Commission shall consist of seven staff members: three members from each City to include the City Manager or their designee, and two additional city employees involved in the operations of the MI Trolley, and one member from the District's

Operations team.

2. The Monmouth-Independence Trolley Advisory Committee is hereby created ("MITAC") (Committee). The committee shall consist of 11 voting positions. The governing body of each city shall appoint three positions. The President of Western Oregon University (or their designee) is appointed to the Committee. These seven positions shall appoint the following:

- a) A position which represents the WOU Student Body.
- b) A position which represents people with disabilities.
- c) A position which represents people 65 or older.
- d) A position which represents the communities low income population from Polk County Family and Community Outreach (FCO).
- e) A non-voting Youth Member.
- f) Other non-voting positions as the MITAC deems necessary.

3. The term of each member shall be at least two years and not more than four years.

Operations Commission

4. The Operations Commission shall draft operating rules, and policies and procedures for the management and operation of the Trolley. No such rules, policies or procedures shall become effective until approved by the Advisory Committee.

5. The Operations Commission shall only have such authority as is delegated to it by the Advisory Committee including but not limited to:

- a) The primary role of the Operations Commission shall be to ensure service targets, as determined by the Advisory Committee, are met and to secure and maintain funding for the system.
- b) No funds may be expended by the Operations Commission without the prior approval of a budget for the Commission by the Advisory Committee.
- c) The Operations Commission shall submit a work plan to the Advisory Committee for approval on an annual basis.
- d) The Service Plan and routes may not be altered without approval of the Advisory Committee.

6. Monmouth shall serve as the fiscal agent of the Commission and shall provide an accounting of the management and expenditure of the funds of the Commission and Trolley annually, and at other times upon demand of either the City of Independence or the Advisory Committee.

7. Operations Commission shall hold regular meetings at such times and at such places as may be agreed upon by the Commission, which shall be at least monthly. The chair or a majority of the members of the Commission may call a special meeting of the Commission when appropriate.

8. All meetings of the Operations Commission shall be conducted in accordance with the Oregon Public Meetings Law and all records of the Commission shall be maintained in accordance with the Oregon Public Records Law.

9. The Operations Commission shall, at its first meeting following the initial appointment of members by the parties, and thereafter at the first meeting in each calendar year, appoint a chair who shall preside at all meetings of the Commission, a vice-chair who shall preside and exercise the authority of the chair in the absence of the chair, and a secretary, who need not be a member of the Commission, to keep minutes of the meetings and keep the official records of the Commission.

Advisory Committee

10. The Advisory Committee shall be mandated to draft and establish a charter to guide its operations and objectives.

11. The primary function of the Advisory Committee is to oversee the management, operation, and funding of the MI Trolley Service. Specifically, the Committee is responsible for:

- a) Approving the operation rules, policies and procedures drafted by the Operations Commission.
- b) Ensuring that service targets set by the Advisory Committee are met.
- c) Approving the budgets for the Operations Commission and any expenditures of funds.
- d) Making recommendations for alterations to the service and for acquiring new funding sources.
- e) Appointing representatives to ensure diverse community interests are represented, including individuals with disabilities, low-income populations, and youth.
- f) To ensure that the Trolley service meets the needs of the communities it services, while also maintaining financial sustainability.

12. The Advisory Committee shall hold regular meetings at such times and at such places as may be agreed upon by the Advisory Committee, which shall be at least quarterly. The chair or a majority of the members of the Advisory Committee may call a special meeting of the Advisory Committee when appropriate.

13. All meetings of the Advisory Committee shall be conducted in accordance with the Oregon Public Meetings Law and all records of the Advisory Committee shall be maintained in accordance with the Oregon Public Records Law.

14. Recommendations for alterations to the service or acquisition of new funding sources by the Advisory Committee shall be made to the City Managers.

15. The Advisory Committee shall, at its first meeting following the initial appointment of members by the parties, and thereafter at the first meeting in each calendar year, appoint a chair who shall preside at all meetings of the Advisory Committee, a vice-chair who shall preside and exercise the authority of the chair in the absence of the chair, and a secretary, who need not be a member of the Advisory Committee, to keep minutes of the meetings and keep the official records of the Advisory Committee.

16. A majority of the members shall constitute a quorum of the Advisory Committee and any action may be taken by the Advisory Committee upon approval of a majority of the quorum of

members attending the meeting. Committee without approval of the Advisory Committee or who fails to attend at least seventy- five percent of the regular meetings of the Advisory Committee in any one calendar year may be disqualified as a member of the Advisory Committee and, if disqualified, shall be replaced by the governing body of the party who appointed the member.

General

17. No party shall be liable to any other party or to its agents or employees for any claims, liabilities, demands, damages or actions arising from or in any way relating to the performance of this Agreement except that, to the extent permitted by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, each party agrees to indemnify the other parties and their respective officers, employees and agents, for such claims, liabilities, demands, damages or actions that may accrue as a result of any actions or failure to act by any of the indemnifying party's officers, employees or agents.

18. In the event the parties cease operation of the Trolley transit service, the Trolley buses will be sold and the net proceeds of sale will be divided between Monmouth and Independence, in equal shares. The parties agree to cooperate in the sale of the Trolley buses. Monmouth will retain sole ownership and control of the Trolley storage building constructed by it. Each City member will retain ownership of the bus shelters located within their respective city limits, and shall be responsible for the decommissioning and disposition or use of their respective shelters. All other assets of the Commission and the Trolley bus service will be disposed of as the parties may agree.

19. Any amendment to this Agreement must be in writing, signed by all of the parties.

City of Monmouth, Oregon

By: _____

Cecelia Koontz, Mayor

Date _____, 2025

By: _____

Rochelle Roaden, City Manager

Date _____, 2025

Western Oregon University

By: _____

Jesse Peters, President

Date _____, 2025

City of Independence, Oregon

By: _____

Kate Schwarzler, Mayor

Date _____, 2025

By: _____

Kenna West, City Manager

Date _____, 2025