



# LEBANON CITY COUNCIL AMENDED AGENDA

May 13, 2020 (6:00 PM)

Electronic Meeting

*The City Council will be meeting electronically and not hold a live meeting at the Santiam Travel Station due to the COVID-19 pandemic and the Governor's social distancing Executive Order 20-12. Public comments may be submitted by email to [cityrecorder@ci.lebanon.or.us](mailto:cityrecorder@ci.lebanon.or.us) prior to 5:00 p.m. on May 13. Members of the press wanting to attend the executive session electronically can contact the City Recorder at [cityrecorder@ci.lebanon.or.us](mailto:cityrecorder@ci.lebanon.or.us) prior to 5:00 p.m. on May 13 to arrange access.*

*The public can listen to the meeting on YouTube by clicking this link:  
<https://www.youtube.com/watch?v=0EOclHnTN0Y>*

*Mayor Paul Aziz*

*Council President Jason Bolen  
Councilor Wayne Rieskamp*

*Councilor Robert Furlow  
Councilor Karin Stauder*

*Councilor Rebecca Grizzle  
Councilor Michelle Steinhebel*

## MISSION STATEMENT

*The City of Lebanon is dedicated to providing exceptional services and opportunities that enhance the quality of life for present and future members of the community.*

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## CALL TO ORDER / FLAG SALUTE

## ROLL CALL

**CONSENT CALENDAR:** *The following item(s) are considered routine and will be enacted by one motion. There will not be a separate discussion of these items unless a Councilor so requests. In this case, the item(s) will be removed from the Consent Calendar and considered separately.*

<b>AGENDA:</b>	Lebanon City Council Agenda – May 13, 2020
<b>AGREEMENTS:</b>	2020 ODOT Surface Transportation Fund Agreement
<b>BOARD MINUTES:</b>	Planning Commission – February 19, 2020
<b>COUNCIL MINUTES:</b>	April 8, 2020 Regular Session
<b>EASEMENT:</b>	Mill Street Public Utility Easement
<b>LIQUOR LICENSES:</b>	Annual Renewals

**PROCLAMATION / PRESENTATION / RECOGNITION:**

- American Legion Poppy Day (May 22)
- Mental Health Awareness Month (May)
- National Police Week (May 10-16) and Peace Officers Memorial Day (May 15)
- Strawberry Festival (June 1-7)

**PUBLIC COMMENTS** (*Public comments may be submitted by email to [cityrecorder@ci.lebanon.or.us](mailto:cityrecorder@ci.lebanon.or.us) prior to 5:00 p.m. on May 13. The City Recorder will distribute comments to the Mayor and Council prior to the meeting.*)

**PUBLIC HEARING**

- 1) **Authorization for the City to Apply for the Community Development Block Grant for the DevNW Housing Rehab Program**  
Presented by: Kelly Hart, Community Development Director  
*Approval/Denial by RESOLUTION 2020-03*

**REGULAR SESSION:**

- 2) **Approval of City Attorney Contract**  
Presented by: Mayor Aziz  
*Approval/Denial by MOTION*
- 3) **Approval of Addendum #1 to Tourism Services Agreement with the Lebanon Area Chamber of Commerce**  
Presented by: Ron Whitlatch, Interim City Manager/Engineering Director  
*Approval/Denial by MOTION*
- 4) **City Manager's Report**  
Presented by: Ron Whitlatch, Interim City Manager/Engineering Director  
*DISCUSSION*

**ITEMS FROM COUNCIL**

**PUBLIC/PRESS COMMENTS:**

**NEXT SCHEDULED COUNCIL MEETING(S)** – June 10, 2020 (6:00 PM) City Council  
Regular Meeting

**EXECUTIVE SESSION:** *Executive Sessions are closed to the public due to the highly confidential nature of the subject. It is unlawful to discuss anything outside of the Executive Session. Final action/decisions are to be made in open session.*

***Per ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member or individual agent.***

**REGULAR SESSION:** The City Council will reconvene into open session.

**5) City Manager Recruitment Process**

Presented by: Mayor Aziz

*DISCUSSION*

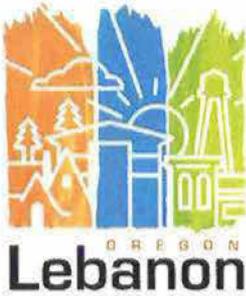
**ADJOURNMENT**

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*City Council meetings are recorded and available on the City's YouTube page at <https://www.youtube.com/user/CityofLebanonOR/videos> 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 48 hours before the meeting to the City Recorder at 541.258.4905.*

# *Consent Calendar*

# *Agreements*



925 S. Main Street  
Lebanon, Oregon 97355

TEL: 541.258.4918  
www.ci.lebanon.or.us

# MEMORANDUM

*Engineering Services*

Date: May 5, 2020

To: Mayor Aziz and City Council

From: Ron Whitlatch, Engineering Services Director 

Subject: **2020 Fund Exchange Agreement – NO. 34162**

## I. INTRODUCTION

The 2020 Surface Transportation Funds Agreement provides Federal Gas Tax funds for street capital maintenance. This year's funds are \$191,480.82 and will be used for the reconstruction of Walker Road (which is associated with the Westside Interceptor Project) in 2021. The attached agreement allows the state to manage these funds rather than Federal Highway, which substantially lessens all the strings attached when using federal dollars.

## II. RECOMMENDATION

Staff recommends approval of 2020 Fund Exchange Agreement.

2020 FUND EXCHANGE AGREEMENT  
Westside Interceptor Project  
City of Lebanon

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT”; and CITY OF LEBANON, acting by and through its elected officials, hereinafter referred to as “Agency,” both herein referred to individually or collectively as “Party” or “Parties.”

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. Walker Road is part of the city street system under the jurisdiction and control of Agency.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Agency has submitted a completed and signed Part 1 of the Project Prospectus, or a similar document agreed to by State, outlining the schedule and costs associated with all phases of the Westside Interceptor Project, hereinafter referred to as “Project.”
2. State has reviewed Agency’s prospectus and considered Agency’s request for the Fund Exchange. State has determined that Agency’s Project is eligible for the exchange of funds.
3. To assist in funding the Project, Agency has requested State to exchange 2020 federal funds, which have been allocated to Agency, for state funds based on the following ratio:

\$94 state for \$100 federal

4. Based on this ratio, Agency wishes to trade \$203,703.00 federal funds for \$191,480.82 state funds.

5. The term of this Agreement will begin upon execution and will terminate two (2) calendar years unless extended by an executed amendment.
6. The Parties agree that the exchange is subject to the following conditions:
  - a. The federal funds transferred to State may be used by State at its discretion.
  - b. State funds transferred to Agency must be used for the Project. This Fund Exchange will provide funding for specific roadway projects and may also be used for the following maintenance purposes:
    - i. Purchase or Production of Aggregate. Agency shall ensure the purchase or production of aggregate will be highway related and used exclusively for highway work.
    - ii. Purchase of Equipment. Agency shall clearly describe how it plans to use said equipment on highways. Agency shall demonstrate that the equipment will only be used for highway purposes.
  - c. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible to account for expenditure of state funds.
  - d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of \$191,480.82. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.
  - e. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
  - f. Agency, and any contractors, shall perform the work as an independent contractor and will be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
  - g. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established

pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- h. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
- i. Agency shall submit invoices to State on a monthly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$191,480.82, including all expenses. Travel expenses will not be reimbursed.
- j. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and service demand.
- k. All employers, including Agency, that employ subject workers in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
- l. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
  - i. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
    - A. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
    - B. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

- ii. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:
  - A. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - B. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
- iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- m. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**7. Americans with Disabilities Act Compliance:**

- a. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA").

Agency may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Agency's use and convenience.

- b. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency

acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.

- c. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
  - d. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
    - i. Pedestrian access is maintained as required by the ADA,
    - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
    - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
    - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
    - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
  - e. Maintenance obligations in this section shall survive termination of this Agreement.
8. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
9. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency,

under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on July 20, 2017, as a part of the 2018-2021 Statewide Transportation Improvement Program (STIP).

The Program and Funding Services Manager approved the Fund Exchange on April 14, 2020.

**Signature Page to Follow**

**CITY OF LEBANON**, by and through its elected officials

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
City Manager

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL** (if required in Agency's process)

By \_\_\_\_\_  
Agency Legal Counsel

Date \_\_\_\_\_

**Agency Contact:**

Ron Whitlatch  
Engineering Services Director  
Interim City Manager  
925 S Main Street  
Lebanon, Oregon 97355  
(541) 258-4269  
rwhitlatch@ci.lebanon.or.us

**State Contact:**

Shelly White-Robinson  
Special Program Coordinator  
ODOT, Region 2  
455 Airport Road SE, Building B  
Salem, Oregon 97301  
(503) 986-6925  
shelly.white-robinson@odot.state.or.us

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 2 Planning and Development  
Review Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Special Program Coordinator

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

*Board/Committee*  
*Commission Minutes*



**City of Lebanon**  
**Planning Commission**  
**Meeting Minutes**  
**February 19, 2020**

**Members Present:** Vice-Chair Don Robertson and Commissioners John Brown, David McClain, and alternate Commissioner Samuel Brackeen.

**Staff Present:** Community Development Director Kelly Hart; City Engineer Ron Whitlatch and Tre' Kennedy, City Attorney.

**1. CALL TO ORDER/ FLAG SALUTE**

Vice-Chair Robertson called the meeting of the Lebanon Planning Commission to order at 6:00 pm in the Santiam Travel Station Board Room at 750 3<sup>rd</sup> Street and led the assembly in the flag salute.

**2. ROLL CALL**

Roll call was taken. Chairman Salvage, Commissioner Galka, Commissioner Prenoveau and Commissioner Port were excused.

**3. APPROVAL OF MEETING MINUTES**

January 15, 2020 minutes were approved as submitted.

**4. CITIZEN COMMENTS - None**

**5. PUBLIC HEARINGS**

**A. Planning File A-20-01 – Annexation Request (E Grant Street – 3A Construction, LLC)**

Vice-Chair Robertson opened the hearing for Planning File No. A-20-01. City Attorney Kennedy identified the hearings procedures as part of the record and asked the Commission if there was any ex-parte communication, conflict of interest or bias regarding the application. All Commissioners indicated there was no ex-parte communications, conflicts or bias.

Director Hart presented staff's report for the proposed application. The subject property is located on East Grant Street, on the east side of the South Santiam River.

For the site, the subject property comprises of a 1.96 acre parcel, and maintains a

30-foot frontage on Grant Street, which is within city limits, along with the properties to the south, therefore the subject site is contiguous and eligible for annexation.

The Applicant has requested to be annexed and accept the designated first zoning of Residential Mixed Density. The surrounding properties include a mix of vacant and residential land, as well as farmland to the north. Property to the north is outside the City's UGB and maintains an exclusive farm use designation. To the east and west is land in the UGB with a comprehensive plan designation of Residential mixed use; and to the south is land in the city limits with a zoning designation of residential mixed density. At this time, there is no development proposal associated with the annexation.

Director Hart continued, Portions of the property are located within the steep slope overlay, with the eastern portion ranging between 20 to over 40% incline. The remaining portions of the property maintain a slope of approximately 12% or less and is developable.

The Department mailed notice of application to affected agencies, area property owners and the DLCDD. There were no comments submitted on this application.

Director Hart reviewed the decision criteria for an annexation found in the Lebanon Development Code. Chapter 16.26 incorporates the City Annexation Ordinance and Lebanon Comprehensive Plan, addressing both the private property and right-of-way. Regarding findings, specific criteria are contained in the staff report and summarized as follows:

1. The property lies within UGB
2. City limits are located to the south. Being within the UGB the Plan recognizes this property as necessary to accommodate urban growth.
3. There is currently water service available in Grant Street, and the site maintains an existing septic system for waste management. Upon development, storm drainage would need to be accommodated.
4. There is sufficient area of the site, outside the steep slope overlay to accommodate urban development.

Director Hart concluded the staff report with recommended actions for the Planning Commission to consider.

Vice-Chair Robertson opened the conversation to questions from the Planning Commission.

Commissioner Brackeen indicated he did not see anything out of the ordinary for the application and all the recommended findings seemed to be in order. Project is in the UGB, and the applicant is accepting the initial zoning.

Vice-Chair Robertson requested clarification on the location of the UGB line and the purpose for the annexation. Director Hart indicated the purpose was to be able to connect to City water service and identified the UGB boundary to run along the northern property line of the subject property.

Seeing no public comment, Vice-Chair Robertson entertained a motion.

Commissioner Brown motioned to recommend approval of the annexation to the City Council based on the written recommended findings in the staff report. Commissioner McClain seconded the motion.

***The motion passed 4-0.***

**6. WORK SESSION - None**

**7. COMMISSION BUSINESS & COMMENTS**

Director Hart indicated that there were currently between two to three items on the schedule for the March meeting, with some potential large projects, so it is anticipated to be a longer meeting.

Commissioner Brown indicated that after many years of service on the Planning Commission, that he resigns from his position, effective immediately.

Planning Commissioners and staff all were surprised by the resignation and made a number of comments of appreciation for Commissioner Brown and wishing him well.

**8. ADJOURNMENT:**

There being no further business, the meeting was adjourned at 6:20pm.

*[Meeting minutes prepared by Kelly Hart, Community Development Director]*

# *Council Minutes*

**LEBANON CITY COUNCIL  
MINUTES – DRAFT  
April 8, 2020**

**Council Present** Mayor Paul Aziz, Councilors Jason Bolen, Robert Furlow, Rebecca Grizzle, Wayne Rieskamp, Karin Stauder and Michelle Steinhebel (all via phone)

**Staff Present** City Attorney Tré Kennedy, Interim City Manager/Engineering Director Ron Whitlatch, City Recorder Kim Scheafer, Police Chief Frank Stevenson, Maintenance Director Jason Williams, Community Development Director Kelly Hart, IT Director Brent Hurst and IT Systems Engineer Andy Roy (all via phone)

**CALL TO ORDER** Mayor Aziz called the electronic meeting to order at 6:00 p.m. using Zoom web conferencing due to the COVID-19 pandemic.

**ROLL CALL** All Councilors were present (Councilor Furlow joined the meeting at 6:30 p.m.).

**CONSENT CALENDAR** *Councilor Grizzle moved, Councilor Rieskamp seconded, to approve the Consent Calendar as presented. The motion passed unanimously.*

<b>AGENDA</b>	Lebanon City Council Agenda – March 25, 2020
<b>AGREEMENT</b>	Lebanon School District Outdoor Maintenance Agreement Renewal
<b>COUNCIL MINUTES</b>	March 11, 2020 Regular Session and March 25, 2020 Regular & Work Sessions

**PUBLIC COMMENTS**

Cassie Cruze, Lebanon Downtown Association Main Street Manager, shared that the downtown restaurants and merchants are diversifying their businesses. They are being encouraged to set up a web page for tutorials or behind the scenes tours. The LDA is looking at having virtual First Fridays and a Space Walk where builders and lenders can answer questions via Zoom.

Mayor Aziz shared that he received a message from someone concerned about the LDA and speakeasy-type events. Ms. Cruze explained that she personally posted something jokingly to friends, but the LDA did not.

**REGULAR SESSION**

**1) Intergovernmental Agreement with Lebanon School District for Construction Excise Tax Collection**

Community Development Director Hart provided background stating that 2007 Senate Bill 1036 authorized school districts to levy a construction excise tax (for capital projects only) based on square footage of construction in communities they serve. Before setting and administering the tax, they must enter into an intergovernmental agreement with a local agency for collection. In this agreement with the School District, the City would start collecting that tax on July 1, 2020 and would receive a 4% fee to cover its expenses. The School District will be providing all forms clearly stating that it is their fee.

Councilor Stauder commented that she wants to make sure that the community knows that this is not a City tax on new construction.

***Councilor Rieskamp moved, Councilor Steinhebel seconded, to APPROVE THE INTERGOVERNMENTAL AGREEMENT WITH THE LEBANON SCHOOL DISTRICT FOR CONSTRUCTION EXCISE TAX COLLECTION. The motion passed unanimously.***

**2) Approval to Sign Quote for a New Vector Truck**

Interim City Manager/Engineering Director Whitlatch stated that the current vector truck is a 2007 model and is used almost daily as one of the City's primary pieces of equipment. The normal life span of a vector is eight to ten years. Signing the quote would allow delivery of a new truck by summer or fall 2020. It was in this year's budget and will be carried over to the 2020-21 budget.

In response to Councilor Rieskamp's question, Whitlatch indicated that there are a few companies that sell vectors. Procurement will be made through the Sourcewell purchasing program, which is used by state and local agencies to procure goods without going through a formal request for proposals.

***Councilor Grizzle moved, Councilor Rieskamp seconded, to APPROVE STAFF SIGNING A QUOTE FOR A NEW VECTOR TRUCK. The motion passed unanimously.***

**3) City Manager's Report – Whitlatch provided updates:**

- The budget meeting has been rescheduled to May 20 and will allow staff more time to work on budget projections. Transient room tax revenues will be considerably less. Staff will use this month's utility revenues to help with projections. A conservative budget without many projects will likely be brought to the Budget Committee. The City has a strong contingency in the General Fund and in both utility funds.  
  
Mayor Aziz asked if the county assessor has any projections for the next year. Whitlatch said he has not heard but staff is projecting property tax revenue conservatively.
- The State has not yet made any decisions regarding public meetings. The first Planning Commission meeting will be held on April 29. The Travel Station will have to be open for people to listen in on the meeting, but only a limited number of people will be allowed in. A second hearing will be held on May 7 and will include reading into the record (written or phoned-in) testimony with applicant rebuttal and a Planning Commission decision being made.
- Quite a few staff is telecommuting. Things are going pretty well – permits are being issued, drawings are being reviewed, and things are moving forward.

**ITEMS FROM COUNCIL**

A summary of messages to the community from the Mayor, Council, Chamber of Commerce (through Councilor Grizzle), Lebanon Fire Department (through Councilor Bolen) and Lebanon Police Department (through Police Chief Stevenson):

- Mayor Aziz will host a COVID-19 live feed update on Facebook at 6:00 p.m. on April 11, 2020.
- Whitlatch and City staff were commended and thanked.
- Appreciation was expressed to the IT department for setting up the Council and employees to work remotely on such short notice.
- It is great to see everyone pulling together and helping each other out. Citizens were thanked for following social distancing recommendations and wearing masks. Families and parents were also thanked.
- Support for healthcare workers and emergency responders has been wonderful to see. The community also owes a big debt to those working in hazardous environments (store workers, etc.).
- The City has things under control and has been doing a lot for the community. Lebanon is in a good position and there is optimism that we will bounce back.

- Councilor Grizzle shared that the Chamber ambassadors will be calling on people to make sure everyone is aware of the resources available.
- Police Chief Stevenson stated that the Police Department is still out-and-about taking care of business.
- Councilor Bolen said that the Fire District is preparing for the expected surge of cases.

**PUBLIC/PRESS COMMENTS** – *There were none.*

**NEXT SCHEDULED COUNCIL MEETING(S)**

- April 14, 2020 – Electronic Executive Session (12:00 p.m.)

**RECESS** – Mayor Aziz adjourned the meeting at 6:41 p.m.

*[Minutes prepared by Donna Trippett]*

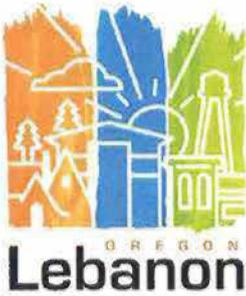
Minutes Approved by the Lebanon City Council on this 13<sup>th</sup> day of May 2020.

\_\_\_\_\_  
 Paul R. Aziz, Mayor   
 Jason Bolen, Council President

ATTESTED:

\_\_\_\_\_  
 Kim Scheafer, MMC, City Recorder

*Easements &*  
*Rights-of-Way*



925 S. Main Street  
Lebanon, Oregon 97355

TEL: 541.258.4918  
www.ci.lebanon.or.us

# MEMORANDUM

*Engineering Services*

To: Mayor Aziz and City Council  
From: Ron Whitlatch   
Engineering Service Director  
Subject: **Public Utility Easement – Mill Street**

Date: May 1, 2020

## I. INTRODUCTION

In 2019, the City of Lebanon agreed to abandon a portion of Mill Street as part of a multi-family development occurring at the northern most end of the street. The property is being given to the owners (not associated with the development) in order for them to adequately/legally access their property.

In order to complete the property line adjustment, the City needs to retain a Public Utility Easement (PUE) as described in the attached documents. The PUE is primarily for an existing power line running overhead in the described area.

## II. RECOMMENDATION

I recommend that City Council accept the attached Public Utility Easement by motion.

EASEMENT FOR PUBLIC ACCESS AND UTILITIES

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between City of Lebanon (Address: \_\_\_\_\_) 925 Main Street, Lebanon, OR \_\_\_\_\_, herein called Grantors, and the CITY OF LEBANON (Address: 925 Main Street, Lebanon, Oregon 97355), a Municipal corporation, herein called "City."

WITNESSETH:

That for and in consideration of the total compensation to be paid by the City, the Grantor does bargain, sell, convey and transfer unto the City of Lebanon, a perpetual and permanent easement and right-of-way, including the right to enter upon the real property hereinafter described, construct sidewalk, and to maintain and repair public utilities for the purpose of conveying public utilities services over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of the said public utilities and the further right to remove trees, bushes, under-growth and other obstructions interfering with the location and maintenance of the said public utilities.

This agreement is subject to the following terms and conditions:

- 1. The right-of-way hereby granted is described as follows: SEE "EXHIBIT A" and "EXHIBIT B" ATTACHED
2. The permanent easement described herein grants to the City and to its successors, assigns, authorized agents or contractors, the perpetual right to enter upon said easement at any time that it may see fit for construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$ 0, the receipt of which is hereby acknowledged, and in further consideration of the public improvements to be placed upon said property and the benefits Grantor may obtain therefrom. Nothing herein shall reduce or limit grantor's obligation to pay any costs or assessments which may result from the improvements.
4. The Grantor does hereby covenant with the City that Grantor is lawfully seized and possessed of the real property above described, has a good and lawful right to convey it or any part thereof, and will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.
5. Upon performing any maintenance, the City will make reasonable efforts to return the site to its original condition.
6. No permanent structure shall be constructed on this easement.

IN WITNESS WHEREOF, we have set our hands hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

STATE OF OREGON )
County of Linn )ss.
City of Lebanon )

\_\_\_\_\_

GRANTOR(S)

IN WITNESS WHEREOF, we have set our hands hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

STATE OF OREGON )
County of Linn )ss.
City of Lebanon )

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

Paul R. Aziz, Mayor [ ]
Jason Bolen, Council President [ ]

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

Kim Scheafer, MMC, City Clerk

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared the within named \_\_\_\_\_ who acknowledged the foregoing instrument to be a voluntary act and deed.

BEFORE ME: \_\_\_\_\_ NOTARY PUBLIC FOR OREGON

Commission Expires: \_\_\_\_\_

GRANTEES

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ and Kim Scheafer, who each being duly sworn, did say that the former is the Mayor/Council President and the latter is the Recorder for the City of Lebanon, a Municipal Corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its City Council, which accepted this easement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and each of them acknowledged said instrument to be its voluntary act and deed.

BEFORE ME: \_\_\_\_\_ NOTARY PUBLIC FOR OREGON

Commission expires: \_\_\_\_\_



EXHIBIT "A"

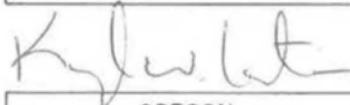
10.00' UTILITY EASEMENT

AN AREA IN THE SOUTHWEST QUARTER OF SECTION 14 IN TOWNSHIP 12 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, LINN COUNTY, OREGON DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON ROD, SAID IRON ROD MARKS THE NORTHEAST CORNER OF THE LAND DESCRIBED IN LINN COUNTY DEED DOCUMENT NO. 2018-06511; THENCE SOUTH 00°06'05" WEST 5.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°06'05" WEST 14.12 FEET; THENCE NORTH 00°00'00" WEST 27.98 FEET; THENCE NORTH 89°31'55" EAST 14.03 FEET; THENCE SOUTH 45°00'00" EAST 8.18 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED AREA CONTAINS ± 181 SQUARE FEET

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JUNE 12, 2013  
KYLE W. LATIMER  
80442

EXPIRES 12-31-2020

Udell Engineering & Land Surveying, LLC  
63 East Ash Street, Lebanon, OR 97355  
Ph: 541-451-5125 • Fax: 541-451-1366

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*Liquor License(s)*



925 S. Main Street  
Lebanon, Oregon 97355

TEL: 541.258.4905  
www.ci.lebanon.or.us

# MEMORANDUM

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*City Recorder's Office*

To: Mayor Aziz and City Council

Date: May 1, 2020

From: Kim Scheafer, MMC, City Recorder

Subject: Annual Liquor License Renewals

## I. INTRODUCTION

The attached list contains 46 Lebanon businesses whose annual liquor licenses expire on June 30, 2020. The Oregon Liquor Control Commission (OLCC) is required to notify these licensees of the renewal process and fees charged by local governments. The City has until May 27, 2020 to make a recommendation to OLCC.

## II. CURRENT REPORT

Pending the City's renewal fee payments of \$35 per licensee, these establishments meet the renewal criteria. The Police Chief has reviewed the list of renewals and supports approval of the annual renewals.

## III. RECOMMENDATION

Staff recommends a favorable recommendation be given to OLCC to issue licenses for the business owners listed on the attached list, contingent upon receiving their renewal fee.

City of Lebanon Attn: Kim Scheafer  
LEBANON  
925 Main St  
Lebanon, OR 97355

## RENEWAL NOTIFICATION PROCESS

It's time again for liquor license renewals in your area. Liquor licenses are due to expire **6/30/2020**. Attached is the list of licensees who are required to submit their renewal application to local government for comment. According to our records you charge:

---

\$35.00 Renewal Fee for ON-PREMISES      \$35.00 Renewal Fee for OFF-PREMISES

We told applicants to mail your local government fees to the address on this letter.  
**PLEASE NOTIFY US IMMEDIATELY IF THE FEE(S) OR ADDRESS ARE INCORRECT**

---

## HOW TO MAKE A RECOMMENDATION

**You have until 5/27/2020 to make your recommendation. Below are your options for renewals:**

### **RECOMMEND APPROVAL**

1. **DO NOTHING.** If you do not submit a recommendation by **5/27/2020**, the OLCC will process the renewal application as a favorable recommendation.

### **RECOMMEND DENIAL (see additional information on page 2)**

1. File an unfavorable recommendation, stating the grounds for the unfavorable (must meet the denial criteria on back of form); **OR**
2. Make a written request for additional time to complete an investigation. The request must state: 1) you are considering making an unfavorable recommendation; 2) the specific grounds being considered. **The grounds must be one referenced in Oregon Administrative Rule 845-005-0308(3).** If your request is granted you will be given a 45-day extension to file your unfavorable recommendation. Unfavorable means recommending denial of a license or requesting restrictions be placed on a license.

If you need assistance or would like to discuss a specific application, please contact your local OLCC office for help. Please send renewal recommendation correspondence to [OLCC.Renewals@oregon.gov](mailto:OLCC.Renewals@oregon.gov) or OLCC License Renewals, P.O. Box 22297, Portland, OR 97269-2297. If you have questions, contact our license renewal section at 503.872.5138 or toll free at 1.800.452.6522 ext 25138.

**REASONS WE MAY DENY OR RESTRICT A LICENSE**  
**ORS 471.313(4)(5), OAR 845-005-0320, 845-005-0321, 845-005-0322**  
**845-005-0325, 845-005-0326(4)(5) or 845-005-0355**

The following is a list of problems relating to the **APPLICANT** or **BUSINESS** that OLCC can consider to refuse or restrict a license:

1. Applicant has a habit of using alcohol or drugs to excess
2. Applicant makes a false statement to OLCC (must be related to a refusal basis)
3. Applicant has been convicted of local, state or federal laws that are substantially related to the fitness of holding a liquor license
4. Applicant has demonstrated poor moral character
5. Applicant has a poor record of compliance when previously licensed by OLCC
6. Applicant is not the legitimate owner of the business
7. The business has a history of serious and persistent problems at this location. The problems can include:

- obtrusive or excessive noise, music or sound vibrations
- public drunkenness
- fights or altercations
- harassment
- unlawful drug sales
- alcohol or related litter

OLCC is not able to consider the following issues when deciding to renew a liquor license:

- lack of parking
- increase in traffic
- too many licenses in a specific area (saturation)
- entertainment type - nude dancing, gambling, live bands, etc.
- increased noise
- zoning issues

Visit [www.oregon.gov/olcc/](http://www.oregon.gov/olcc/) to see the full text of ORS and OAR referenced above. In order for an unfavorable recommendation from a local government to be valid, the grounds must be found in the license refusal bases of ORS 471.313(4), 471.313(5), OAR 845-005-0320, 845-005-0321, 845-005-0322, 845-005-0325 or 845-005-0326(4)(5) or the license restriction bases of OAR 845-005-0355, and must be supported by reliable factual information.

License No./ Premises No.	Tradename/Licensee/License Type	Premises Address & Phone	Premises Mailing Address
Lic. 295176 Prem. 11981	<b>7-ELEVEN STORE #2363-24230A</b> NOVELLA P. CIOCHON O - OFF-PREMISES SALES	1490 S MAIN ST LEBANON, OR 97355 541-451-1686	PO BOX 219088 DALLAS, TX 75221
Lic. 292503 Prem. 4961	<b>7TH STREET MART #1</b> PRIYANURA INC O - OFF-PREMISES SALES	590 TANGENT ST LEBANON, OR 97355 541-258-5744	5395 COMMERCIAL ST SE SALEM, OR 97306
Lic. 297162 Prem. 44864	<b>AMAZING THAI CUISINE</b> BONGKOTRAT BUNPHUENG L - LIMITED ON-PREMISES SALES	693 S MAIN ST LEBANON, OR 97355 541-258-2355	
Lic. 294604 Prem. 3765	<b>AMERICAN LEGION POST #51 LEBANON</b> AMERICAN LEGION POST #51 LEBANON F-CLU - FULL ON-PREMISES SALES	480 MAIN ST LEBANON, OR 97355 541-451-1351	
Lic. 294371 Prem. 3767	<b>APPLETREE RESTAURANT</b> BOB G. MITCHELL F-COM - FULL ON-PREMISES SALES	1890 S MAIN LEBANON, OR 97355 541-259-2242	
Lic. 296162 Prem. 57691	<b>BARSIDEOUS BREW PUB</b> BARSIDEOUS BREWING LLC BP - BREWERY - PUBLIC HOUSE	644 S MAIN ST LEBANON, OR 97355 541-258-7347	1665 CASCADE DR LEBANON, OR 97355
Lic. 292915 Prem. 53080	<b>BEST WESTERN PREMIER BOULDER FALLS</b> BOULDER FALLS INN LLC O - OFF-PREMISES SALES	505-605 MULLINS DR LEBANON, OR 97355 541-451-6305	
Lic. 295614 Prem. 53080	<b>BEST WESTERN PREMIER BOULDER FALLS</b> BOULDER FALLS INN LLC F-PL - FULL ON-PREMISES SALES	505-605 MULLINS DR LEBANON, OR 97355 541-451-6305	
Lic. 292350 Prem. 58887	<b>BIGFOOT GRILLE</b> BURGERS 101 LLC F-COM - FULL ON-PREMISES SALES	525 S MAIN ST LEBANON, OR 97355 541-570-1092	585 PARK ST LEBANON, OR 97355
Lic. 292995 Prem. 36027	<b>BI-MART #665</b> BI-MART CORP O - OFF-PREMISES SALES	2680 S SANTIAM HWY LEBANON, OR 97355 541-258-8040	PO BOX 2310 EUGENE, OR 97402
Lic. 302528 Prem. 42908	<b>BOBO'S EATS &amp; GROG</b> DK1 INVESTMENTS INC F-COM - FULL ON-PREMISES SALES	1765 S MAIN ST LEBANON, OR 97355 541-258-6900	4742 LIBERTY RD S #314 SALEM, OR 97302
Lic. 295391 Prem. 38248	<b>BUY2 031</b> THABET MANAGEMENT INC O - OFF-PREMISES SALES	300 N SANTIAM HWY LEBANON, OR 97355 503-678-2600	4105 FRANKLIN BLVD EUGENE, OR 97403
Lic. 296388 Prem. 54525	<b>CONVERSION BREWING COMPANY</b> PIN HOOK PUBLIC HOUSE LLC BP - BREWERY - PUBLIC HOUSE	833 S MAIN ST LEBANON, OR 97355 541-401-3332	
Lic. 297170 Prem. 44863	<b>DOWNTOWN DOG</b> THERESA A. WISER L - LIMITED ON-PREMISES SALES	780 MAIN LEBANON, OR 97355 541-259-5573	
Lic. 293530 Prem. 4969	<b>DUFFY'S IRISH PUB</b> BCK CORPORATION F-COM - FULL ON-PREMISES SALES	679 MAIN ST LEBANON, OR 97355 541-259-2906	37978 RIDGETOP DR LEBANON, OR 97355

<u>License No./ Premises No.</u>	<u>Tradename/Licensee/License Type</u>	<u>Premises Address &amp; Phone</u>	<u>Premises Mailing Address</u>
Lic. 294269 Prem. 27146	<b>EVERYONE'S MARKET #4</b> LOVELEEN INC O - OFF-PREMISES SALES	1225 E GRANT ST LEBANON, OR 97355 541-259-5500	
Lic. 293748 Prem. 46079	<b>GAMETIME SPORTSBAR &amp; GRILL</b> GAMETIME SPORTSBAR & GRILL INC F-COM - FULL ON-PREMISES SALES	3130 S SANTIAM HWY LEBANON, OR 97355 541-570-1537	35409 LAURA LN SE ALBANY, OR 97322
Lic. 294299 Prem. 53254	<b>GROWLER CAFE</b> MY BROTHER INC L - LIMITED ON-PREMISES SALES	43 W GRANT ST LEBANON, OR 97355 541-570-1380	
Lic. 295722 Prem. 24432	<b>H &amp; N CHEVRON</b> H & N PETROLEUM LLC O - OFF-PREMISES SALES	805 PARK ST LEBANON, OR 97355 541-258-6963	
Lic. 294023 Prem. 4973	<b>IXTAPA FAMILY MEXICAN RESTAURAI</b> IXTAPA-LEBANON INC F-COM - FULL ON-PREMISES SALES	25 N SANTIAM HWY LEBANON, OR 97355 541-451-3995	
Lic. 291982 Prem. 59873	<b>J &amp; C BBQ AND CATERING</b> J & C BBQ AND CATERING LLC F-COM - FULL ON-PREMISES SALES	940 S MAIN ST STE A, B, C, D LEBANON, OR 97355 541-258-7510	
Lic. 294099 Prem. 47191	<b>JAMES GANG PIZZA FACTORY</b> JAMES GANG PIZZA FACTORY LLC L - LIMITED ON-PREMISES SALES	1188 S MAIN ST LEBANON, OR 97355 541-979-8613	3676 SE 40TH AVE ALBANY, OR 97322
Lic. 296576 Prem. 46630	<b>KNOT HOLE MARKET</b> DANIEL DEIBELE O - OFF-PREMISES SALES	2412 S SANTIAM HWY LEBANON, OR 97355 541-451-1107	
Lic. 294245 Prem. 59797	<b>LEBANON ELKS LODGE 1663</b> LEBANON ELKS LODGE 1663 F-CLU - FULL ON-PREMISES SALES	41 W MAPLE ST LEBANON, OR 97355 541-258-3211	PO BOX 2528 LEBANON, OR 97355
Lic. 293343 Prem. 52357	<b>LEBANON GROCERY OUTLET</b> D C DUNAWAY INC O - OFF-PREMISES SALES	2540 S SANTIAM HWY LEBANON, OR 97355 541-258-8800	
Lic. 295511 Prem. 54410	<b>LEBANON LIQUOR STORE</b> WEST MORELAND LIQUID INC O - OFF-PREMISES SALES	2780 S SANTIAM HWY LEBANON, OR 97355 541-258-6126	32900 MERRILL LN LEBANON, OR 97355
Lic. 294335 Prem. 36974	<b>LEBANON MARKET</b> MZ & H LLC O - OFF-PREMISES SALES	1695 S MAIN ST LEBANON, OR 97355 541-259-6168	
Lic. 296025 Prem. 9710	<b>LINN LANES</b> LINN LANES FAMILY RECREATION CEN F-COM - FULL ON-PREMISES SALES	2250 S MAIN RD LEBANON, OR 97355 541-451-3900	
Lic. 294336 Prem. 55991	<b>MA'S RESTAURANT</b> YONG Z. MA L - LIMITED ON-PREMISES SALES	2416 S SANTIAM HWY LEBANON, OR 97355 541-258-8280	68 OAK TERRACE DR LEBANON, OR 97355
Lic. 293744 Prem. 4975	<b>MERLIN'S BAR &amp; GRILL</b> MICHAEL L. GROFF F-COM - FULL ON-PREMISES SALES	25 W SHERMAN LEBANON, OR 97355 541-258-6205	210 CASCADE DR LEBANON, OR 97355

License No./ Premises No.	Tradenname/Licensee/License Type	Premises Address & Phone	Premises Mailing Address
Lic. 294395 Prem. 52605	<b>MOMIJI SUSHI BAR &amp; RESTAURANT</b> MOMIJI LEBANON INC L - LIMITED ON-PREMISES SALES	1755 & 1757 S MAIN ST LEBANON, OR 97355 541-570-1239	2210 SOAPSTONE AVE SE SALEM, OR 97306
Lic. 294073 Prem. 29256	<b>OREGON MINI MART</b> JSRS INC O - OFF-PREMISES SALES	2684 S SANTIAM HWY LEBANON, OR 97355 541-258-5679	290 W OAK ST LEBANON, OR 97355
Lic. 294180 Prem. 39508	<b>PEPPERS DELI</b> KEDDY / OWEN LLC L - LIMITED ON-PREMISES SALES	2752 S SANTIAM HWY LEBANON, OR 97355 503-779-8490	3643 SW HILLCREST DR REDMOND, OR 97756
Lic. 294848 Prem. 48585	<b>PIZZA HUT</b> PIZZA HUT OF SOUTHEAST KANSAS IN L - LIMITED ON-PREMISES SALES	3190 S SANTIAM HWY LEBANON, OR 97355 316-722-5670	208 S MAIZE RD WICHITA, KS 67209
Lic. 295306 Prem. 29269	<b>RITE AID #5369</b> THRIFTY PAYLESS INC O - OFF-PREMISES SALES	30 E OAK ST LEBANON, OR 97355 541-451-8020	PO BOX 3165 HARRISBURG, PA 17105
Lic. 295207 Prem. 26471	<b>SAFeway STORE #1558</b> SAFeway INC O - OFF-PREMISES SALES	1983 S SANTIAM HWY LEBANON, OR 97355 541-259-5700	PO BOX 29096 PHOENIX, AZ 85038
Lic. 294538 Prem. 43795	<b>SCHMIZZA PUBLIC HOUSE</b> NEWMAN LEBANON STAYTON INC L - LIMITED ON-PREMISES SALES	2602 S SANTIAM HWY LEBANON, OR 97355 541-451-1141	
Lic. 295120 Prem. 37053	<b>SHARI'S OF LEBANON</b> SHARI'S MANAGEMENT CORP L - LIMITED ON-PREMISES SALES	2650 S SANTIAM HWY LEBANON, OR 97355 503-605-4299	9400 SW GEMINI DR BEAVERTON, OR 97008
Lic. 301548 Prem. 60673	<b>SUGAR VIBES DONUT CO / THE CELL</b> SUGAR VIBES DONUT COMPANY LLC F-COM - FULL ON-PREMISES SALES	754 S MAIN ST LEBANON, OR 97355 541-405-4069	
Lic. 295075 Prem. 26340	<b>SUM YAN CHINESE RESTAURANT</b> SUM YAN CHINESE RESTAURANT INC L - LIMITED ON-PREMISES SALES	1060 S MAIN ST LEBANON, OR 97355 541-259-3838	
Lic. 293822 Prem. 56651	<b>TAQUERIA DOS ARBOLITOS</b> ALONZO GUTIERREZ O - OFF-PREMISES SALES	50 W OAK ST LEBANON, OR 97355 541-258-5798	
Lic. 293826 Prem. 56651	<b>TAQUERIA DOS ARBOLITOS</b> ALONZO GUTIERREZ F-COM - FULL ON-PREMISES SALES	50 W OAK ST LEBANON, OR 97355 541-258-5798	
Lic. 294129 Prem. 4959	<b>US MINI MART 2</b> KSSA INC O - OFF-PREMISES SALES	290 W OAK ST LEBANON, OR 97355 541-258-8423	
Lic. 295521 Prem. 46058	<b>WALGREENS #11399</b> WALGREEN CO O - OFF-PREMISES SALES	3300 BURDELL BLVD LEBANON, OR 97355 541-451-3502	PO BOX 901 DEERFIELD, IL 60015
Lic. 295586 Prem. 39472	<b>WALMART #1775</b> WALMART INC O - OFF-PREMISES SALES	3290 S SANTIAM HWY LEBANON, OR 97355 541-258-7400	702 SW 8TH ST MS 0500 BENTONVILLE, AR 72716

<u>License No./ Premises No.</u>	<u>Tradenname/Licensee/License Type</u>	<u>Premises Address &amp; Phone</u>	<u>Premises Mailing Address</u>
Lic. 294699	<b>WING MING RESTAURANT</b>	1170 S MAIN	PO BOX 2024
Prem. 41169	WING MING RESTAURANT LLC L - LIMITED ON-PREMISES SALES	LEBANON, OR 97355 541-258-5889	LEBANON, OR 97355

**Count for LEBANON**

**46**

*Presentation/Proclamation/*  
*Recognition*



# "Poppy Day"

## PROCLAMATION

**WHEREAS**, the City of Lebanon supports the Lebanon American Legion's designation of May 22, 2020 as "Poppy Day" in Lebanon to honor our fallen; and

**WHEREAS**, the City of Lebanon recognizes the importance of honoring those that have worn our nation's uniform; and

**WHEREAS**, a nation at peace must be reminded of the price of war and the debt owed to those who have died; and

**WHEREAS**, the red poppy was designated as a symbol of sacrificed lives on the battle fields; and

**WHEREAS**, the American Legion Auxiliary has pledged to remind America annually of this debt through distribution of the memorial flower.

**NOW, THEREFORE**, I, Mayor Paul R. Aziz, hereby proclaim **May 22, 2020** as **"Poppy Day"** and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day.

---

Paul R. Aziz, Mayor  
City of Lebanon, Oregon

In Witness, Whereof, I Hereunto Cause the Great Seal of the  
City of Lebanon to be affixed on this 13<sup>th</sup> day of May 2020.

---

Kim Scheafer, MMC, City Recorder



**May 2020**  
**Mental Health Awareness Month**  
**Proclamation**

**WHEREAS**, mental health is essential to everyone’s overall health and well-being; and

**WHEREAS**, all Americans experience times of difficulty and stress in their lives; and

**WHEREAS**, promotion and prevention are effective ways to reduce the burden of mental health conditions; and

**WHEREAS**, with effective treatment, those individuals with mental health conditions can recover and lead full productive lives; and

**WHEREAS**, each of us has a responsibility to promote mental wellness and support prevention efforts.

**NOW, THEREFORE**, I, do hereby proclaim **May 2020 as Mental Health Awareness Month** in Lebanon and call upon the community to commit to increasing awareness and understanding of mental health, the steps we can take to protect our mental health, and the need for appropriate and accessible services for those in need.

---

Paul R. Aziz, Mayor  
City of Lebanon, Oregon

*In Witness Whereof, I Hereunto Cause the Great Seal of the City of Lebanon to be affixed on this 13<sup>th</sup> Day of May 2020.*

---

Kim Scheafer, MMC, City Recorder



## PROCLAMATION

**National Police Week (May 10 – 16)**  
**Peace Officers Memorial Day (May 15)**

WHEREAS, members of the Lebanon Police Department play an essential role in safeguarding the lives and property of the citizens of Lebanon; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property; and

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries;

NOW, THEREFORE, I, Mayor Paul R. Aziz, declare **May 10-16, 2020, as Police Week in Lebanon** and publicly salute the service of law enforcement officers in our community and in communities across the nation.

I FURTHER call upon all citizens of Lebanon to observe **Friday, May 15, 2020, as National Peace Officers Memorial Day** in honor of all officers who have been killed or disabled in the line of duty.

---

Paul R. Aziz, Mayor  
City of Lebanon, Oregon

In witness whereof, I hereunto place the great seal of the  
City of Lebanon to be affixed on this 13<sup>th</sup> Day of May 2020.

---

Kim Scheafer, MMC, City Recorder

111<sup>th</sup> Annual  
Lebanon Strawberry Festival  
*“Roaring Strawberries”*



**PROCLAMATION**

**Whereas**, 2020 marks the 111th Anniversary of the Lebanon Strawberry Festival in which we welcome thousands of visitors to our community; and

**Whereas**, the Strawberry Festival is a citywide event and recognition of this event is fitting and appropriate; and

**Whereas**, due to the COVID-19 pandemic and social distancing requirements, the activities for this year have been altered; and

**Whereas**, the community has taken on new ways to continue the celebration through a modified celebration; and

**Whereas**, the community of Lebanon can show their support and celebrate Strawberry Festival week by decorating their homes and businesses during the week of June 1st - June 7<sup>th</sup>.

**Now, Therefore**, I, Mayor Paul R. Aziz, do hereby proclaim June 1 through June 7, 2020 as the *Lebanon Annual Strawberry Festival* – a time for the City of Lebanon to show their fondness and memories of the Strawberry Festival!

I solicit the cooperation of all members of the community in honoring our Strawberry Queen, her Court and this year's theme of *Roaring Strawberries*.

---

*Paul R. Aziz, Mayor  
City of Lebanon, Oregon*

In witness whereof, I hereunto place the great seal of the  
City of Lebanon to be affixed on this 13th day of May 2020.

---

Kim Scheafer, MMC, City Recorder

# Agenda Item 1



925 S. Main Street  
Lebanon, Oregon 97355

TEL: 541.258.4906  
cdc@ci.lebanon.or.us  
www.ci.lebanon.or.us

# MEMORANDUM

## *Community Development*

To: Mayor Aziz and City Council Date: May 6, 2020  
From: Kelly Hart, Community Development Director  
Subject: A Resolution to authorize submittal of a CDBG Application and authorization to enter into an agreement with DevNW as the sub-grantee for housing rehabilitation grants.

### I. INTRODUCTION

The City of Lebanon has participated in the Linn County Housing Rehabilitation Program (LCHRP) since 2003. The LCHRP collectively administers a housing rehabilitation program serving the communities of Brownsville, Halsey, Harrisburg, Lebanon, Scio, Sweet Home, and Tangent, as well as the unincorporated areas of Linn County. Part of the administration of this program is sponsoring and obtaining Community Development Block Grants to fund a portion of the housing rehabilitation program.

### II. CURRENT REPORT

The City of Lebanon has previously sponsored a CDBG application for the LCHRP, and most recently, the City of Sweet Home sponsored the 2019 application. As part of the grant, and administration of the program, the LCHRP works with a third-party sub-grantee, DevNW (formerly known as Willamette Neighborhood Housing Services).

Participation in the program will provide additional financial assistance to income qualifying households to make safety and habitability improvements to homes such as basic plumbing, electrical, roofing, weatherization and structural repairs. Under consideration is a request to approve a resolution to authorize submittal of an application for the 2020 CDBG program, and authorize the interim City Manager to execute any required agreements to designate DevNW as the sub-grantee for the program.

### III. RECOMMENDATION

1. Approve Resolution No. 2020-03 authorizing staff to submit an application for the 2020 CDBG funding and authorize the Interim City Manager to sign the required documents and contract with DevNW as the sub-grantee.

**A RESOLUTION AUTHORIZING SUBMITTAL OF ) RESOLUTION NO. 2020-03**  
**AN APPLICATION FOR THE 2020 COMMUNITY )**  
**DEVELOPMENT BLOCK GRANT AND )**  
**AUTHORIZING THE CITY MANAGER TO EXECUTE )**  
**A CONTRACT WITH DEVNW AS SUB-GRANTEE )**

**WHEREAS,** The City is a member of the Linn County Housing Rehabilitation Partnership Program in rural Linn County which includes the incorporated cities of Brownsville, Halsey, Harrisburg, Lebanon, Scio, Sodaville, Sweet Home, Tangent, Waterloo, and all unincorporated areas of Linn County; and

**WHEREAS,** The City is eligible to apply for a 2020 Community Development Block Grant (CDBG) from the Oregon Business Development Department. Community Development Block Grant funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes; and

**WHEREAS,** The grant will provide loan funds to income qualifying households to make safety and habitability improvements to homes and some administration and management fees to operate the program. DevNW (formerly Willamette Neighborhood Services) has operated this program since January 2007.

**NOW, THEREFORE, BE IT RESOLVED** the Council of the City of Lebanon herein authorizes the staff to submit an application for the 2020 CDBG and authorizes the Interim City Manager to sign the required documents and contract with DevNW as sub-grantee.

**SECTION 1.** The Lebanon City Council will accept any CDBG award resulting from this application.

**SECTION 2.** This Resolution shall be effective immediately upon its passage.

Passed by the Lebanon City Council and executed by the Mayor on this 13<sup>th</sup> day of May 2020 by a vote of \_\_\_\_ yeas and \_\_\_\_ nays.

CITY OF LEBANON, OREGON

\_\_\_\_\_  
Paul R. Aziz, Mayor   
Jason Bolen, Council President

ATTESTED BY:

\_\_\_\_\_  
Kim Scheafer, MMC, City Recorder

# Agenda Item 2



925 S. Main Street  
Lebanon, Oregon 97355

TEL: 541.258.4905  
www.ci.lebanon.or.us

# MEMORANDUM

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*City Recorder's Office*

To: Mayor Aziz and City Council

Date: April 29, 2020

From: Kim Scheafer, MMC, City Recorder

Subject: Proposed Contract Renewal for City Attorney Services

## I. BACKGROUND

The previous contract renewal was approved by the City Council in April of 2017. The contract period was from May 10, 2014 through May 9, 2020.

## II. CURRENT REPORT

A proposed contract renewal is attached for the Morley Thomas Law Firm, LLC as well as a redlined version showing the proposed changes.

## III. RECOMMENDATION

Move to amend/approve the contract as written.



925 S. Main Street  
Lebanon, Oregon 97355

TEL: 541.258.4900  
jkennedy@jekiii.com  
www.ci.lebanon.or.us

# MEMORANDUM

---

*City Attorney*

To: Lebanon City Council  
From: Morley Thomas Law LLC; John Kennedy  
Subject: City Attorney Contract Renewal

Date: 5/1/2020

The Morley Thomas Law Firm (the “Firm”) has been providing legal services to the City of Lebanon since 1988. It has been our pleasure to serve Lebanon and appreciate the relationship and trust that has grown between our Firm and the City.

The attached proposed City Attorney Agreement is substantially the same as previous contracts with the following exceptions:

1. The proposed contract remains based on a Municipal Rate of \$175 per hour. The \$175 base rate provides the City with a 35-45 percent discount from this Firm’s non-municipal rates. For example, John Kennedy’s base rate for Linn County matters is \$300 per hour.
2. The proposed contract is requesting a compensation increase based directly on increased services. For several months prior to the Coronavirus shutdown, the Firm began City “Office Hours” at both City Hall and the Justice Center. Each Thursday either John Kennedy or Jeff Clayson will work onsite, either Justice Center or City Hall. The attorneys will be available for meetings, drop-in questions, etc. for a minimum of 4 hours per week. The Firm will also be tackling a comprehensive review of the City Code, likely starting with the Nuisance and Enforcement provisions. Additional plans will be to maintain a summary and spreadsheet of all City Franchises and Site Agreements. The initial rollout of this procedure has worked extremely well and we look forward to continuing.
3. The proposed contract provides a monthly rate of compensation of \$17,000 for the duration of the three-year contract.



## CITY ATTORNEY AGREEMENT

This agreement is made and entered into by and between the City of Lebanon, Oregon (“the City”) and ~~the~~ Morley Thomas Law ~~LLC Firm L.L.C.~~ (“Morley Thomas Law Firm”). ~~As used in this Agreement, the “Law Firm” shall include any successor to the Morley Thomas Law Firm L.L.C. of which John E. Kennedy is a member, subject to approval of the City Council.~~

I. **Introduction.** ~~The Morley Thomas Law Firm L.L.C.~~ Morley Thomas has been approved to act as the City’s ~~general counsel~~ City Attorney. The purpose of this Agreement is to set forth the terms and conditions related to the Representation for the period commencing on May ~~1410, 2017~~ 20 and continuing thereafter until ~~May June 30, 2023.~~ 9, 2020.

II. **Personnel.** John E. Kennedy shall be designated as “City Attorney” during the term of this Agreement and shall have primary responsibility for performing the retained services, except that ~~Jessica Meyer and Rachel Kittson MaQatish~~ Jeff Clayson shall be designated as Deputy City Attorneys and shall have primary responsibility for city prosecutions of state laws and City Ordinances. Morley Thomas shall be allowed to propose additional Deputy City Attorneys in the course of its representation to the extent necessary. It is understood that services shall be performed by ~~the Law Firm~~ Morley Thomas as an independent contractor, reportable to the Lebanon City Council, and that ~~the Law Firm~~ Morley Thomas shall be free to perform services for other clients provided such services do not conflict with the duties owed to the City, and that this Agreement does not create an employment relationship between the City and any of the employees of ~~the Law Firm~~ Morley Thomas. ~~, neither is the Law Firm accountable to, or under the direction, or supervision of any City employee.~~ In the event that City Attorney Kennedy is absent, planned or unplanned, for more than two business days ~~without adequate remote accessability~~, the City shall be informed and Jessica Meyer ~~and/or~~ Jeff Clayson shall be ~~the contact person~~ responsible for all necessary professional services during Kennedy’s absence.

**III. Scope of Services/Retainer.** ~~The Law Firm~~[Morley Thomas](#)'s services shall be provided under a retainer and ~~the Law Firm~~[Morley Thomas](#) shall be responsible for the City's legal representation as set forth below. All services provided under this Agreement shall be consistent with the professional and ethical standards for attorneys in the State of Oregon.

- A. Services covered by the retainer include:
1. Attending all regularly scheduled City Council meetings.
  2. Attending all Planning Commission meetings.
  3. Attending all City Council Work sessions, department head meetings, committee meetings, and other meetings as requested by the City Manager, ~~City~~[the](#) Mayor, or his or her designee, when the City Manager or mayor determines that items under consideration warrant attorney input concerning City business.
  4. [20 hours of office time to be allocated between the Justice Center and City Hall. This office time shall be at predetermined times at which the City Attorney or Deputy City Attorney shall be available for consultation and questions by City departments. This time will additionally be devoted to a review of Lebanon's municipal code, franchises, policies and procedures and/or other services directly related to the City.](#)
  - ~~54.~~ Providing general legal advice on municipal matters to the Mayor, City Council, City Manager and/or designated department heads.
  - ~~65.~~ Preparing and/or reviewing ordinances, resolutions, contracts, and other documents as requested by the City Manager or his or her designee or City Council.
  - ~~76.~~ Preparing written legal opinions at the request of the City Manager or his or her designee.
  - ~~87.~~ Training of non-legal personnel in legal matters and risk management in order to reduce legal expenses or to avoid litigation, as requested by the City Manager or his or her designee.
  - ~~98.~~ Charging and prosecuting all matters before the Lebanon Municipal Court.
  - ~~109.~~ Advising department personnel on purchasing procedures and public contracting.
  - ~~110.~~ Reviewing newly enacted laws, administrative rules, and case law as requested and providing advice to department personnel for appropriate compliance measures-

121. Advising and assisting the City in all tort claims notices, including tendering such claims to the City's insurance carrier and monitoring the activities of all outside counsel retained on behalf of the City, if requested by the City.
132. Preparing a monthly statement of services performed and providing written updates regarding the status of ongoing matters if requested.
143. Advising the City Manager or Department Heads with respect to general employment law. However, to the extent the City Attorney recommends that special expertise is needed, the City shall seek the advice of an attorney specializing in the area of employment law.

B. Approval of Work Performed Outside of the Retainer:

The City Manager or his or her designee may authorize work to be performed outside of the retainer. All services performed by ~~the Law Firm~~ [Morley Thomas](#) outside of the retainer shall be approved in writing in advance and billed at an hourly rate of ~~\$175-200~~ per hour. Examples of services that are considered outside of the retainer for which the City may, at its option, utilize ~~the Law Firm~~ [Morley Thomas](#), include:

1. Serving as counsel of record for contract or tort litigation involving the City or its agents and officers, including cases in which the City is required to defend and indemnify its agents and officers, and all appeals therefrom.
2. Appeals from Municipal Court to Circuit Court, Court of Appeals or Supreme Court.
3. All appeals beyond City Hearings bodies, including Land Use Board of Appeals, Employment Relations Board, Circuit Court, Court of Appeals and Supreme Court.
4. ~~Up to 2 hours per month for Deputy City Attorney Rachel Kittson MaQatish to provide mental health training and consultations with staff, Linn County and/or Samaritan Health Services.~~

Furthermore, ~~the Law Firm~~ [Morley Thomas](#) shall obtain written approval in advance from the City Manager prior to incurring any expenses for outside counsel, consultants or service providers on behalf of the City. Otherwise, ~~the Law Firm~~ [Morley Thomas](#) shall be solely responsible for paying such costs.

C. Services Not Covered by this Agreement:

Except as expressly requested in writing by the City Manager or his or her designee pursuant to Section III B above, ~~the Law Firm~~ Morley Thomas shall not perform any services for the City relating to:

1. Issuance and sale of City bonds;
2. Labor Contract Negotiations;
- ~~2-3.~~ URD formation or amendment.

**IV. Compensation for Services.** As compensation for services included in the retainer, the City will pay ~~the Law Firm~~ Morley Thomas as follows:

- 1<sup>st</sup> year of Contract: ~~\$12,500~~ 17,000 per month  
2<sup>nd</sup> year of Contract: ~~\$13,000~~ 7,000 per month  
3<sup>rd</sup> year of Contract: ~~\$13~~ 7,000 per month

to be paid on or before the last day of each month. The monthly fee shall be prorated for any month in which this Agreement is terminated prior to the last day of the month. The City shall reimburse ~~the Law Firm~~ Morley Thomas for all non-incidentals costs associated with ~~the Law Firm~~ Morley Thomas's representation of the City. Incidental costs shall include, but are not limited to, routine copies, legal research, mailing, etc. Non-incidentals costs shall include, but are not limited to, filing fees (administrative, state or federal), discovery costs, deposition costs (court reporter, transcription, interpreter, etc.) and litigation costs (subpoenas, trial fees, copying, exhibits, etc.). Prior to incurring any non-incidentals cost in excess of \$100, ~~the Law Firm~~ Morley Thomas will seek and receive approval from the City in writing.

**V. Termination of Agreement.** This Agreement shall be for a three year term starting as of the date set forth below. This Agreement may be terminated prior to the expiration of three years as follows:

- A. By ~~the Law Firm~~ Morley Thomas or the City for any reason upon ninety (~~90~~) days written notice;
- B. By ~~the Law Firm~~ Morley Thomas or the City, with fourteen (14) days written notice, due to breach of this Agreement or conduct that is found to be a violation of the Oregon Rules of Professional Conduct that governs Oregon Attorneys.

**VI. Dispute Resolution.** The prevailing party in any proceeding for breach or enforcement of this Agreement shall be entitled to recover its reasonable attorney fees. The parties may

mutually agree in writing to have any such dispute resolved in final and binding arbitration rather than in court.

VII. **Annual Review.** The City and ~~the Law Firm~~[Morley Thomas](#) agree that an annual review process that evaluates the services provided by ~~the Law Firm~~[Morley Thomas](#) is in the best interest of both the City and ~~the Law Firm~~[Morley Thomas](#). ~~The Law Firm~~[Morley Thomas](#) agrees to work cooperatively with the City Council in establishing process and procedures to facilitate a meaningful annual evaluation led by the City Council with input from City Administration.

AGREED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, ~~2020~~[2017](#)

City of Lebanon  
[Thomas Law, LLC](#)

~~The Morley Thomas Law Firm~~[Morley](#)

\_\_\_\_\_  
Paul Aziz, City of Lebanon Mayor

\_\_\_\_\_  
John Kennedy, Member



## CITY ATTORNEY AGREEMENT

This agreement is made and entered into by and between the City of Lebanon, Oregon (“the City”) and Morley Thomas Law LLC (“Morley Thomas”).

- I. **Introduction.** Morley Thomas has been approved to act as the City’s City Attorney. The purpose of this Agreement is to set forth the terms and conditions related to the Representation for the period commencing on May 14, 2020 and continuing thereafter until June 30, 2023.
  
- II. **Personnel.** John E. Kennedy shall be designated as “City Attorney” during the term of this Agreement and shall have primary responsibility for performing the retained services, except that Jeff Clayson shall be designated as Deputy City Attorneys and shall have primary responsibility for city prosecutions of state laws and City Ordinances. Morley Thomas shall be allowed to propose additional Deputy City Attorneys in the course of its representation to the extent necessary. It is understood that services shall be performed by Morley Thomas as an independent contractor, reportable to the Lebanon City Council, and that Morley Thomas shall be free to perform services for other clients provided such services do not conflict with the duties owed to the City, and that this Agreement does not create an employment relationship between the City and any of the employees of Morley Thomas. In the event that City Attorney Kennedy is absent, planned or unplanned, for more than two business days without adequate remote accessibility, the City shall be informed and Jessica Meyer and/or Jeff Clayson shall be responsible for all necessary professional services during Kennedy’s absence.
  
- III. **Scope of Services/Retainer.** Morley Thomas’s services shall be provided under a retainer and Morley Thomas shall be responsible for the City’s legal representation as set forth below. All services provided under this Agreement shall be consistent with the professional and ethical standards for attorneys in the State of Oregon.

A. Services covered by the retainer include:

1. Attending all regularly scheduled City Council meetings.
2. Attending all Planning Commission meetings.
3. Attending all City Council Work sessions, department head meetings, committee meetings, and other meetings as requested by the City Manager, the Mayor, or his or her designee, when the City Manager or mayor determines that items under consideration warrant attorney input concerning City business.
4. 20 hours of office time to be allocated between the Justice Center and City Hall. This office time shall be at predetermined times at which the City Attorney or Deputy City Attorney shall be available for consultation and questions by City departments. This time will additionally be devoted to a review of Lebanon's municipal code, franchises, policies and procedures and/or other services directly related to the City.
5. Providing general legal advice on municipal matters to the Mayor, City Council, City Manager and/or designated department heads.
6. Preparing and/or reviewing ordinances, resolutions, contracts, and other documents as requested by the City Manager or his or her designee or City Council.
7. Preparing written legal opinions at the request of the City Manager or his or her designee.
8. Training of non-legal personnel in legal matters and risk management in order to reduce legal expenses or to avoid litigation, as requested by the City Manager or his or her designee.
9. Charging and prosecuting all matters before the Lebanon Municipal Court.
10. Advising department personnel on purchasing procedures and public contracting.
11. Reviewing newly enacted laws, administrative rules, and case law as requested and providing advice to department personnel for appropriate compliance measures-
12. Advising and assisting the City in all tort claims notices, including tendering such claims to the City's insurance carrier and monitoring the activities of all outside counsel retained on behalf of the City, if requested by the City.
13. Preparing a monthly statement of services performed and providing written updates regarding the status of ongoing matters if requested.
14. Advising the City Manager or Department Heads with respect to general employment law. However, to the extent the City Attorney recommends that special expertise is needed, the City shall seek the advice of an attorney specializing in the area of employment law.

B. Approval of Work Performed Outside of the Retainer:

The City Manager or his or her designee may authorize work to be performed outside of the retainer. All services performed by Morley Thomas outside of the retainer shall be approved in writing in advance and billed at an hourly rate of \$200 per hour. Examples of services that are considered outside of the retainer for which the City may, at its option, utilize Morley Thomas, include:

1. Serving as counsel of record for contract or tort litigation involving the City or its agents and officers, including cases in which the City is required to defend and indemnify its agents and officers, and all appeals therefrom.
2. Appeals from Municipal Court to Circuit Court, Court of Appeals or Supreme Court.
3. All appeals beyond City Hearings bodies, including Land Use Board of Appeals, Employment Relations Board, Circuit Court, Court of Appeals and Supreme Court.

Furthermore, Morley Thomas shall obtain written approval in advance from the City Manager prior to incurring any expenses for outside counsel, consultants or service providers on behalf of the City. Otherwise, Morley Thomas shall be solely responsible for paying such costs.

C. Services Not Covered by this Agreement:

Except as expressly requested in writing by the City Manager or his or her designee pursuant to Section III B above, Morley Thomas shall not perform any services for the City relating to:

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1<sup>st</sup> year of Contract: \$17,000 per month

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3<sup>rd</sup> year of Contract: \$17,000 per month

to be paid on or before the last day of each month. The monthly fee shall be prorated for any month in which this Agreement is terminated prior to the last day of the month. The City shall reimburse Morley Thomas for all non-incidentals costs associated with Morley Thomas's representation of the City. Incidentals costs shall include, but are not limited to, routine copies, legal research, mailing, etc. Non-incidentals costs shall include, but are not limited to, filing fees (administrative, state or federal), discovery costs, deposition costs (court reporter, transcription, interpreter, etc.) and litigation costs

(subpoenas, trial fees, copying, exhibits, etc.). Prior to incurring any non-incident cost in excess of \$100, Morley Thomas will seek and receive approval from the City in writing.

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A. By Morley Thomas or the City for any reason upon ninety (90) days written notice;

B. By Morley Thomas or the City, with fourteen (14) days written notice, due to breach of this Agreement or conduct that is found to be a violation of the Oregon Rules of Professional Conduct that governs Oregon Attorneys.

**VI. Dispute Resolution.** The prevailing party in any proceeding for breach or enforcement of this Agreement shall be entitled to recover its reasonable attorney fees. The parties may mutually agree in writing to have any such dispute resolved in final and binding arbitration rather than in court.

**VII. Annual Review.** The City and Morley Thomas agree that an annual review process that evaluates the services provided by Morley Thomas is in the best interest of both the City and Morley Thomas. Morley Thomas agrees to work cooperatively with the City Council in establishing processes and procedures to facilitate a meaningful annual evaluation led by the City Council with input from City Administration.

AGREED AND ACCEPTED this 13<sup>th</sup> day of May, 2020

City of Lebanon

Morley Thomas Law, LLC

\_\_\_\_\_  
Paul R. Aziz, City of Lebanon Mayor

\_\_\_\_\_  
John Kennedy, Member

# Agenda Item 3



925 S. Main Street  
Lebanon, Oregon 97355

TEL: 541.258.4969  
rwhitlatch@ci.lebanon.or.us  
www.ci.lebanon.or.us

# MEMORANDUM

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*Administration*

To: Mayor and City Council  
From: Interim City Manager Ron Whitlatch  
Subject: Chamber Agreement

Date: May 6, 2020

## I. INTRODUCTION

The City has a current agreement with the Lebanon Chamber of Commerce. That agreement provides that we give the chamber \$35,000 per year for operations and \$50,000 to administer the tourism grant fund.

## II. CURRENT REPORT

The funds that support the agreement come from transient lodging taxes. Due to COVID-19 the hotels in the city have seen a large decrease in reservations and it is expected to continue for some time. Management has worked with the Chamber to modify the current contract to use the money that the Chamber has for tourism grants to cover operating costs over the next two quarters. At the end of this time the contract can be reassessed to see if anything further is needed.

## III. RECOMMENDATION

Recommend council approve Chamber addendum to current contract.

**TOURISM SERVICES AGREEMENT**  
**ADDENDUM #1 – May 13, 2020**

Addendum to the Agreement entered into on November 14, 2018 by and between the **City of Lebanon**, a municipal corporation and political subdivision of the State of Oregon, with its principle office at 925 Main Street, Lebanon, Linn County, Oregon, and hereinafter referred to as "City" and the **Lebanon Area Chamber of Commerce**, a non-profit corporation organized under the laws of the State of Oregon, having its principle place of business located at 1040 Park Street, Lebanon, Linn County, Oregon, hereinafter referred to as "Chamber".

RECITALS

WHEREAS, the economic impacts of the Coronavirus Stay-at-Home orders have resulted in a severe and unanticipated decrease in the City's transient room tax; and

WHEREAS, the Parties desire to amend their Contract in order to address the current financial situation and maintain adequate services for the Chamber.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties agree as follows:

1. The Parties agree that the Chamber is allowed to use funds previously allocated for tourism grants towards the annual \$35,000 in operating costs as set forth in the underlying Contract. This Addendum shall remain in place until September 30, 2020 with the understanding that the City will attempt to return to normal payments under the Contract as soon as tourism tax proceeds allow. All remaining terms of the underlying Contract not specifically amended here shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement at Linn County, Oregon, the day and year first above written.

*City of Lebanon:*

*Lebanon Area Chamber of Commerce:*

\_\_\_\_\_  
Ron Whitlatch, Interim City Manager

\_\_\_\_\_  
Tom Oliver, Board of Directors President

\_\_\_\_\_  
Paul R. Aziz, Mayor

\_\_\_\_\_  
Rebecca Grizzle, Executive Director

# Agenda Item 4



# CITY MANAGER'S REPORT

Reporting period: April 2020

## I. A. ADMINISTRATION – Ron Whitlatch, Interim City Manager

- Continue to work on City Budget with Finance Department
- Work with Finance and Community Development Departments on Urban Renewal Changes
- Still spending a large amount of time dealing with the COVID -19 Outbreak. This includes multiple conference calls, developing guidelines, updates, and fielding phone calls.
- Working on policy update related to re-opening of City Buildings closed due to COVID-19. This includes timing, acquiring PPE, and determining additional measures to keep employees and public safe.
- Since the resignation of Leigh, both Kim Scheafer and Donna Trippett have picked up the web site updates, issuance of press releases, social media posting, and a variety of other miscellaneous items.

## B. HUMAN RESOURCES – Angela Solesbee, HR Director

## II. LEGISLATIVE / CITY RECORDER – Kim Scheafer, MMC, City Recorder

- **City Council Meetings:** The Budget Committee will be meeting on May 20 at noon. This will be an electronic meeting.
- **Miscellaneous:**
  - The City Recorder and Deputy City Recorder are working remotely. Some of the projects we have been working on are:  
Web page updates, Facebook posts, processing press releases, meeting minutes, public records requests, meeting agendas and packets, directing web page inquiries, 2020 Elections Manual, annual committee appointments, updating Restaurant Hours & Closures spreadsheet, and preparing electronic records for transfer to the State's Records Management System.
- **Public Records Requests:** Six public records requests have been processed since the last packet was published.

## III. COMMUNITY DEVELOPMENT – Kelly Hart, Director

### A. **Planning:**

- The City began hosting Planning Commission meetings again in April. The new system that has been implemented will generally include a two-part meeting process, wherein the first meeting, the application is presented by staff, and the applicant has the opportunity to speak, the meeting is then continued to a date certain, and the public record is left open to allow the public to comment on the project. The second meeting, which will be held a week after the first, will include summarization of the public record, applicant response, and Planning Commission deliberation and decision. The first meeting of this kind included consideration of two applications, a 48-unit affordable apartment complex at the intersection of Airport and Stoltz Hill Road, and a use proposal for a fuel storage and distribution facility at the north end of Williams Street.
- A portion of the month has been focused on supporting the City Manager with the response to the COVID-19 pandemic. Plans have been developed and are being finalized and implemented for the phased process to reopen City facilities and work towards resuming normal operations.
- There were no Planning Applications approved in the month of April.

THE CITY THAT FRIENDLINESS BUILT

- Staff is currently processing eight planning applications, including an Admin Review for a four-unit development on Cooper Street (waiting for the applicant to respond to comments); an Annexation of various street segments in the City (waiting to present at a public hearing once the pandemic is under control); an Admin Review for the development of a 48 unit apartment complex on Franklin and Russell Drive (corresponding with the applicant, waiting on resubmittal); an Admin Review and Class II Variance for a 48-unit apartment complex on Airport and Strawberry, including a request for a parking reduction associated with an affordable housing complex (public hearings completed on May 7, 2020, finalizing application record); a Modification to an approved Planned Development for the construction of the Physical Therapy College (applicant requested postponement of hearing until normal hearing procedures can resume); an annexation on Oak Street (already provided emergency connection, waiting for normal hearing procedures to resume to finalize application); and a Conditional Use Permit for a fuel storage and distribution facility (public hearings completed on May 7, 2020, finalizing application record); Minor Land Partition for a property on Airport Road (public notice has been issued, awaiting public comment).
- Staff has been working with two developers preparing for application submittal. Both developments are for apartment developments.
- Two DRT meetings during the month of April. Discussion included a townhome project on B Street, and a housing project on Laurel Street.
- Staff is working on creating a development guide for the City. This development guide will assist with providing applicants with clear information on what is required upon application submittal, whether a traffic impact analysis will be required as part of the development, application procedures upon submittal, and processing timelines. This will be used to provide clear guidance on application requirement to maintain quick processing times, and clear communication.
- The Community Development Director will be working on processing a conditional use permit application with Linn County for a utility facility associated with the Westside Interceptor Project.

**B. Building:**

- The city processed 49 permits in March. Total fees received were \$40,735.85 and valuation of construction was \$3,235,996.00. By comparison, in March 2019, 45 permits were processed. Total fees received were \$40,998.78 and valuation of construction was \$3,704,209.00
- During the COVID-19 pandemic, construction sites are still operating. A current list of the larger construction sites include:
  - Village Loop Apartments (Mill Race Development)
  - Wassom Street Townhomes
  - Riverside Banks Subdivision and Duplexes (Williams Street)
  - Garden View Apartments (South Main Road)
  - Cam Multifamily (12 Street & Leonard)
  - Cascade Ridge Apartments (North 5th Street)
- Through the pandemic, the building permit process has only seen a minor reduction in requests for permits, as well as request for information in preparation for a development. According to our Building Official, inspections have reduced by approximately 25%. However, a portion of the reduction is related to permits that can have a delayed inspection (i.e., water heater replacements, etc.), where the inspections have been requested to be delayed by the homeowner until after the pandemic is under control.

**C. Economic Development:**

- The Economic Development Catalyst has been attending webinars and workshops focused around developing City funded small business loans. The funds from other communities have come from non-general fund monies set aside for Economic Development, i.e. TOT, URD, or CDBG (which are all not feasible for Lebanon). Other attempts have been made to find a creative source of funding for small business loans or grants, but so far it has been unsuccessful.
- The Economic Development Catalyst has been attending webinars about the Payroll Protection Program (PPP), Economic Injury Disaster Loan (EIDL), Oregon Community Foundation Grants (Small business Stabilization Grants and Small Business Recovery Grants), CAREs Act, and Travel Oregon (for the tourism recovery side of things).

- The Catalyst has continued to assist in the Open Restaurant information on the City's Website as well as sharing information about small business grants on Facebook, the City Website, Chamber of Commerce and the Lebanon Downtown Association. Some of the information for businesses have been \$5,000 for Salon workers, free continuing education for hospitality workers, Willamette Workforce partnership grants.
- Potential new buyer for the Champion Mill Site: The buyers have an existing recycling location in Turner and are looking to expand. Conversations have started with the Railroad and the Environmental. As things continue to progress we will invite them to a Development Review Team meeting (virtually).
- Lebanon Downtown Association (LDA) Meetings: The Economic Development Catalyst has still been in attendance for the Design Committee Meetings, Economic Vitality Committee Meetings (EVC), a Merchant meeting and the Board Meetings. The EVC has discussed doing a virtual "Space Walk" to showcase the vacant spaces in the downtown. The LDA is working on calling all of the business owners and doing a virtual First Friday and virtual Wine and Art walk. The Design Committee is looking into downtown design standards. They are looking into grants and fundraising campaigns as well.
- Virtual Greeters (Zeeters): Hearing from different organizations in the community, from non-profits to banks, and everyone in between. It is a great way to get a pulse on how businesses are doing in Lebanon.

#### IV. ENGINEERING SERVICES – Ron Whitlatch, Director

- Currently, the Engineering Department has 4 staff telecommuting. Mike Trippett and I are at City Hall moving things forward as best as possible during the COVID 19 Outbreak. Staff currently telecommuting are able to handle emails, phone calls, plan reviews, inspections as needed, and will have capability to perform design/drafting next week. So far, albeit slower due to telecommuting, we have managed to keep up with City Business.
- The Operations Staff at the WTP are continuing to produce water while working through the challenges of starting up a new water plant. There have been several items/systems that have required repair work from the contractor which have all been under warranty. The warranty period for the project is coming to an end in April 2020. There are still several projects that will be done that were removed from the original scope. We are currently waiting for the warranty period to end prior to adding anything new to the WTP.
- City Crews have been actively televising the Existing Westside Interceptor in an effort to identify areas with high infiltration and inflow rates. Staff will be designing several projects for construction this summer that will fix these high inflow areas. Currently we have identified two sanitary sewer lines for replacement based solely on the amount of infiltration they are taking in. We expect design for the replacement will begin in late May (waiting for survey data).
- Staff is continuing to work with Build Lebanon Trails on multiple projects. North Santiam Paving in conjunction with City Crews has constructed the trail from Cheadle Lake Boat ramp to Mountain River Drive. The crossing (with activated flashers at Mountain River Drive is now open.
- The playground structure for Porter Park will be installed next fiscal year. The remainder of the park has been constructed.
- David Evans and Associates is under contract with the City to update the existing Westside Interceptor (sanitary sewer) model. The preliminary report shows that the Existing Westside Interceptor is at or above capacity during 5-year storm events. The last model update was done 10 years ago and showed that the existing pipe was at capacity. The final report is being reviewed and hopefully wrapped up in the next couple of weeks. David Evans will now begin modeling the City Eastside Interceptor. This data will be used to verify any changes need in the system associated with continued development off of the East end of Milton Street.
- The next phase of the Westside Interceptor Project was originally planned to be done in two phases. Udell Engineering has 85% drawings for the first of the two phases and is under contract to design the second phase, essentially making this one large project. Staff has learned that the application submitted to DEQ for low interest financing of the project has been accepted, and they intend to fund \$14 Million of the proposed \$20 million-dollar project. Staff is looking at the option of placing a pump station along the alignment at some point due to the extreme depths of the entire system being gravity. We will be doing cost comparisons and an analysis of the area to determine if this is a viable option to save cost and still provide adequate service area. A RFP for a CM/GC Contract to complete the work will follow City Council approval of the loan which is likely to occur in spring 2020. The goal of this phase will be to extend the WSI

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as far south as the funding will allow (Crowfoot Road and South Main Road). Staff will also be aggressively seeking ways to also correct the I&I issue in the existing system. This will include small projects to repair pipes, manholes and laterals.

- Staff has been actively working on our required TMDL update to DEQ. There will likely be several new storm drainage ordinances brought to City Council for review over the next 12 to 18 months.
- Staff is currently working on a Road Inventory/Condition Survey for all of the streets within City Limits. The data will be used to determine future street maintenance needs. This project will likely take multiple months to complete.
- Staff will begin design of 2, possibly 3 small sewers for replacement next fiscal year. Currently we are waiting for survey information. The lines proposed to be repaired have high inflow of groundwater.
- Staff is updating the City Standard Drawings and Supplemental Specifications. They currently have not been revised since 2008. The updates will be brought to the City Council for approval as time allows.
- Staff is currently designing a waterline replacement for Seventh Street (Oak to 'F'). This section of waterline has had multiple repairs done to it over the last several years. If funding allows, the project will likely go out for bids in spring 2020.
- Staff will be putting the Sherman Street Waterline out for bids in late spring. This project replaces an existing 2-inch line on Sherman from Tenth to Seventh with an 8-inch line.
- Staff will be working with David Evans and associate over the next 18 months to update the City's Drainage Master Plan. Part of the plan will be to collect pipe and invert data on the entire storm system which will then be used in modeling as well as updating the City's GIS system.
- Staff is working with Linn County to complete a speed study on River Road (from the water intake site to Mountain River Drive) in hopes of reducing the speed to 35 MPH rather than the current speed of 45 MPH. This will likely take several months to complete.
- Engineering Staff is currently working on several small projects which include a storm line extension on Ash Street, waterline replacement on Sherman Street, permitting for the fire pond on Industrial Way, minor half street improvement on Ash Street, a minor half street improvement on Wassom Street, and sewer replacement project on East Isabella.
- Lebanon Staff will be meeting with representatives from the City of Albany to discuss property acquisition for future trails projects. Currently, the City of Albany owns parcels adjacent to River Park and East olive Street that would be locations for future trails.
- Staff will be providing preliminary design and cost estimate s for the Old Mill Trail. This trail runs from Gills Landing to Riverview School. We hope to apply for a Trail Grant later this spring.
- Staff will likely be moving forward with a plan to update the Street and Water SDC's. We are currently waiting on a proposal from an SDC Consultant to complete the work.
- Samaritan Treatment and Recovery final complete from Engineering, landscape under construction.
- Plans have been changed from a 5-plex to a duplex on Second Street. Building permits have been issued and construction is under way. Connections to City services have been made and water meters installed.
- Mill Race Multi Use site plan have been approved, building construction to start once permits issued.
- Mill Race Apartments Complex Phase I- site plans have been approved, building permits have been issued construction to start soon.
- Site plan for Miller's Auto Repair have been approved site work to begin soon.
- Entek building expansion site plans have been stamped approved, site work construction underway.
- Quail Meadows Subdivision 10<sup>th</sup>/12<sup>th</sup> street, public improvements complete and accepted. Final plat has been signed.
- Paventy & Brown Orthodontics new building site plans have been approved. Building out for bid with construction starting shortly.
- River Place at the Lakeside subdivision plans have been approved, construction postponed until spring 2020. Preconstruction meeting complete contractor to start in May.
- Site plan for Hall Duplexes off Oak Street have been reviewed, engineering working on revisions.
- First Baptist Church parking lot expansion plans have been approved, construction in progress.

- Riverside Banks Subdivision (Milton & Williams St) water line has passes all testing requirements. Contractor working on paving private street. Final plant will be submitted soon as contractor has bonded remaining public improvements. One site plan has been received and under review.
- Garden View Apartments plans have been stamped approved construction in process. Hot tap of new extension of water line to private fire vault tested and complete. Site work still in progress.
- River Trail Place Subdivision on River Road construction in process. Extension of water line from Mtn River under construction complete and passed pressure testing and chlorination. Contractor has not been onsite working; project seems to be on hold.
- N 5<sup>th</sup> apartments plans have been stamped approved, construction to start soon.
- Water main extension for Franklin Street for single family home approved and permit issued with preconstruction meeting. Contractor starting construction in May.
- Gerig warehouse and water line extension water line complete and sewer tap to manhole. All testing complete. Final walk through to be scheduled.
- Cam Multi-family 10<sup>th</sup> & Leonard contractor working on storm line extension and base rock. No testing has been completed at this time.
- Steven King site plan for Airport road has been approved and building permits to be issued.
- Lebanon Urgent Care site plan and public improvement have been stamped approved for construction. Preconstruction meeting to be scheduled.
- Cascade Ridge IV Apartments preconstruction meeting complete, contractor working on building at this time to start public improvements in June.
- Cordle Construction project on Third Street, contractor working on site improvements, public improvement permit issued for sewer connection.
- Redbud Apartments on Airport Road, red lines returned to Engineer for review.
- Vine Half Street improvements, plans stamped approved for construction, preconstruction meeting to be scheduled.
- Welch Apartments (Walker Rd)- plans have been stamped approved, preconstruction meeting complete. Project will start 2<sup>nd</sup> week in May with road construction.
- Mazama Water Line Ext- plans have been stamped approved, preconstruction meeting May 1, construction to start May 4, public improvement permit issued.

**V. FINANCE SERVICES – Matt Apken, Finance Director**

- **Accounts Payable**
  - FY19/20 payments made in April 2020; 337 invoices were processed for payments of \$2,031,757.
- **Utility Billing for April 2020:**
  - 5,650 Billing statements mailed by the end of March = \$874,623.
  - Active accounts: 6304
  - Penalties were waved due to the Coronavirus.
  - 0 lien letters mailed to property owners.
  - 0 Pre-lock off IVR calls sent out
  - Lock offs were not done due to the Coronavirus.
  - Total of 234 Service orders: 21 read request, 0 Lock offs, 4 Turn offs, 32 Turn on, 49 Move Outs, 45 Move ins, 0 reconnects, 4 Returned Mail, 5 Leak Checks, 0 Pressure Test, 63 Meter Change out, 4 New Meter Installations, 0 Quality Checks, 0 Door Hangers, 1 Dead meters, 6 misc. other.

	Apr 19	May 19	June 19	July 19	Aug 19	Sept 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20
Active Accounts	6,263	6,273	6,273	6,281	6,281	6,279	6,295	6,294	6,295	6,296	6,299	6,301	6,304
Penalty applied	671	1,003	1,280	918	1,175	1,185	788	853	959	822	822	0	0
Lock Offs	49	59	58	97	48	72	64	48	61	49	49	0	0

**VI. INFORMATION TECHNOLOGY SERVICES – Brent Hurst, Director**

- The bulk of IT Department work has been responding to the needs of the City, Police, and Fire to support remote work, altered workflows, and new or upgraded systems.
- Cameras installed at Maintenance shops.
- New cameras brought online for the Water Treatment Plant facilities.
- Performed regular monthly windows updates.
- Performed regular monthly public library systems updates.
- Installed new TV for Justice Center Conference Room for hosting virtual meetings.
- IT onboarding and support of new Police Captain.
- Coordinated radio upgrades for the Senior Center to allow them to continue to Dispatch and respond to community needs remotely as needed.
- Helped Sweet Home resolve connectivity issues with their virtual court to county jail connection which is very similar as the Lebanon virtual court to county jail connection.
- Some City calls to an old City phone number are being routed by CenturyLink to the Samaritan Hospital and IT is actively researching why this is occurring.
- Coordinated and searched for Lebanon Justice Center Civil as-builts with Engineering staff; located landscaping, electrical, and building as-builts and shared location with staff.
- Coordinated aerial photography project schedule with Engineering staff.
- Continued web map migration project with GIS Contractor staff to include 2005, 2012, and 2017 aerial photography.
- Continued Storm Drain Field Update Project.
- Continued work on Police rural address verification project; coordinated with Lebanon and Police staff regarding generation of new centerline address locators.
- Continued web map migration project with GIS Contractor staff.
- Continued 2020 aerial photography acquisition project; received and reviewed preliminary 2020 orthographic mosaics and coordinated with vendor and administrative staff.
- Continued development of Lebanon ArcGIS Online portal; created, configured, and published feature access services; created, configured, and published web maps and web mapping applications, created and configured enterprise users and groups; configured site, security, and authentication for portal.
- Updated Maintenance Department camera additions project map and coordinated with IT and Maintenance staff.
- Continued Water TV line inspection and GIS coordination with Maintenance staff; exported updated GIS, migrated to workstation, and configured in VX Maps application.
- Completed submitted as-built 03ACOM20180002- Mill Race Self-Storage.
- Started submitted as-built 03AWAT20190003- Mill Race Station Self-Storage Managers Quarters.
- We have addressed multiple other normal break-fix issues, equipment replacements, and maintenance renewals for IT. During the past month, the IT Department closed 434 tickets or work orders and have 815 tickets currently in an open or pending state. This includes system generated tickets that needed analysis and resolution in addition to end user requests for help.

**VII. LIBRARY – Kendra Antila, Director**

- The library remains closed to the public until further notice.

- In order to reach more citizens during this time, we have created an E-card for patrons that allows them to access the library's extensive digital content. The card is free to both residents and non-residents.
- The library was awarded a \$10,000 grant from Trust Management Services, LLC. The grant will be used to purchase more STEM materials for programming, 3 heavy duty book trucks, soft seating for the Young Adult area, manipulatives for the children's area, adult audiobooks, acrylic book display racks and brochure holders, and classic/popular title replacements for all ages.
- We are currently working on what various stages of reopening will look like, including a dramatically scaled back version of the Summer Reading Program.

**VIII. MAINTENANCE – Jason Williams, Director**

**IX. POLICE – Frank Stevenson, Chief of Police**

- The Patrol Division had approximately 1,175 calls for service, made 104 arrests, issued 98 traffic citations and wrote 162 case reports. Patrol functions remain unchanged during COVID-19, however, we are conducting more business via telephone and practicing appropriate social distancing when we can. We remain diligent in our patrolling, focusing on being visible and doing our best to provide extra patrol to local businesses.
- Due to the COVID-19 pandemic, the Lebanon Municipal Jail remains temporarily closed. This follows suit with what other municipal jails are doing and complies with the request of our insurer.
- Detectives remain busy with involved cases and investigations. They cleared 2 cases this month and wrote/executed one search warrant. New cases revolving around sex abuse and multiple narcotics investigations are being worked. Detectives focused efforts comprehensively on a recent infant fatality and arrested two individuals for Manslaughter.
- Traffic safety class remains postponed due to COVID-19.
- Conducted six (6) virtual-panel interviews for candidates interested in our full-time police officer position. One individual has been selected to move forward in the process.
- The Reserve Officer recruitment process has been postponed for the time being.
- The Community Services Division remains active in the community. This month, staff has been very involved with organizing volunteers to assist the community during the pandemic. Several programs have been cancelled, but Dala remains very busy helping in other areas to assist the public. During the past month, Community Services has been out conducting welfare checks within the homeless population.
- LPD's K9 program continues to be a success. Since Taz has been active, per the latest data report available, 346.8g of methamphetamine and 20.51g of heroin were seized because of K9 Taz's ability to detect the drugs during traffic stops. With over 64 total alerts, K9 Taz and handler Officer Eric Stein are a valuable tool to assist in getting illegal drugs off the street.

**X. SENIOR SERVICES and LINX – Kindra Oliver, Director**

- Virtual on-line Activities & Classes - We are excited to announce that we will be providing some online, live and recorded activities in the month of May. Follow the [Lebanon Oregon Senior Center](#) on Facebook, for up to date information, to strike up a conversation with other seniors or staff and check out links to other online resources. Some recorded activities will be posted to our Facebook page and some activities will use GoToMeeting (a free online, meeting tool that supports video chat and group phone calls). May schedule includes:
  - Bingo!
  - Spill it, Virtual Coffee Hour
  - Chair Chi exercise
  - Mind Matters: Understanding Emotional Health – Anxiety & Depression
  - Engage Your Brain
  - Old Time Radio Show
  - Cooking Demos
  - Crafternoons
- Our Friendship Brigade has been contacting folks in our community to help combat isolation. We always have room

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for more friends, so please contact us if you know someone that might benefit from a friendly phone call to check in.

- The Lebanon Senior Center (LSC) and Lebanon Police Department (LPD) continue to their partnership to offer grocery and prescription pick-ups for our senior population and those whose immune systems are compromised. Please call 541-258-4919 if you know of a senior who isn't able to get out and needs groceries and/or prescriptions, or if you have other questions or concerns.
- Lebanon Senior Center volunteers are amazing! They share their time, energy and talents to help make the variety of programming possible for seniors in our community. Our thank you event had to be cancelled last month, but our appreciation lives on each and every day. A special kudos to the volunteers that are currently making phone calls as part of our Friendship Brigade, reaching out to other seniors to help combat isolation and help us connect seniors to recourses during the Stay Home order. They are making a huge impact on lives!
- The LINX Dial-a-Bus continues to be available, at no charge, for essential trips. Bus operations are currently Monday through Friday, from 7:30am to 5:00pm. Please call 541.258.4920 for ride arrangements.

# \*Executive Session

*Per ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member or individual agent.*

*\* Executive Sessions are closed to the public due to the highly confidential nature of the subject. It is unlawful to discuss anything outside of the Executive Session.*

# Agenda Item 5