



LEBANON CITY COUNCIL AMENDED AGENDA

July 8, 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 prior to 5:00 p.m. on July 8.

Public comments regarding the annexation public hearings should be emailed to Kelly Hart at khart@ci.lebanon.or.us prior to 5:00 p.m. on July 8. Those wanting to give public comments for the annexation public hearings during the electronic meeting should contact the City Recorder at cityrecorder@ci.lebanon.or.us for the Zoom meeting link prior to 5:00 p.m. on July 8.

Members of the press wanting to attend the executive session electronically can contact the City Recorder at cityrecorder@ci.lebanon.or.us prior to 5:00 p.m. on July 8 to arrange access.

*The public can listen to the meeting on YouTube by clicking this link:
<https://www.youtube.com/watch?v=hj64BxK2eZc>*

Mayor Paul Aziz
Council President Jason Bolen Councilor Robert Furlow Councilor Rebecca Grizzle
Councilor Wayne Rieskamp Councilor Karin Stauder 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.

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.*

AGENDA: Lebanon City Council Agenda – July 8, 2020
COUNCIL MINUTES: June 10, 2020 Regular Session

PROCLAMATION / PRESENTATION / RECOGNITION

- Americans With Disabilities Act (July 26)

PUBLIC COMMENTS *(Public comments may be submitted by email to cityrecorder@ci.lebanon.or.us prior to 5:00 p.m. on July 8. The City Recorder will distribute comments to the Mayor and Council prior to the meeting.)*

PUBLIC HEARINGS

1) Annexation – Oak Street

Presented by: Kelly Hart, Community Development Director

Approval/Denial by ORDINANCE BILL NO. 2020-08, ORDINANCE NO. 2948

2) Annexation – Street Segments

Presented by: Kelly Hart, Community Development Director

Approval/Denial by ORDINANCE BILL NO. 2020-09, ORDINANCE NO. 2949

REGULAR SESSION

3) Budget (Levying Taxes) Amendment

Presented by: Matt Apken, Finance Director

Approval/Denial by RESOLUTION NO. 2020-16

[Temporarily adjourn as Lebanon City Council and convene as Urban Renewal Agency]

4) Amending Section 1 of Resolution 2020-13 to Correct Request for Taxes for the Northwest Lebanon Urban Renewal District

Presented by: Matt Apken, Finance Director

Approval/Denial by RESOLUTION NO. 2020-07

[Adjourn as the Urban Renewal Agency and reconvene as the Lebanon City Council]

5) PFM Financial Advisors LLC Agreement

Presented by: Matt Apken, Finance Director

Approval/Denial by MOTION

6) State of Oregon Grant Agreement for Reimbursement of COVID-19 Expenses

Presented by: Matt Apken, Finance Director

Approval/Denial by MOTION

7) CDBG Emergency Assistance Grant

Presented by: Kelly Hart, Community Development Director

Approval/Denial by MOTION

8) League of Oregon Cities Request for Top Four Legislative Priorities for 2021

Presented by: Ron Whitlatch, Interim City Manager/Engineering Services Director

Discussion

9) City Manager's Report

Presented by: Ron Whitlatch, Interim City Manager/Engineering Director

Discussion

ITEMS FROM COUNCIL

PUBLIC/PRESS COMMENTS *An opportunity for citizens and the press to comment on items of city business.*

NEXT SCHEDULED COUNCIL MEETING(S)

➤ August 12, 2020 (6:00 PM) Regular Session

RECESS REGULAR SESSION

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 *City may reconvene into open session should action be required.*

ADJOURNMENT

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

Council Minutes

**LEBANON CITY COUNCIL
MINUTES – DRAFT
June 10, 2020**

Council Present Mayor Paul Aziz, Councilors Jason Bolen, Robert Furlow, Rebecca Grizzle, Wayne Rieskamp, Karin Stauder and Michelle Steinhebel

Staff Present City Attorney Tré Kennedy, Interim City Manager/Engineering Director Ron Whitlatch, City Recorder Kim Scheafer, Police Chief Frank Stevenson, Finance Director Matt Apken and Community Development Director Kelly Hart

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.

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

<u>AGENDA</u>	Lebanon City Council Agenda – June 10, 2020
<u>APPOINTMENTS</u>	Arts Commission – Cassie Cruze & Jenni Grove (reappointments) Budget Committee – Josh Port & Lance Caddy (reappointments) Library Advisory Committee – Russell Fish (appointment) Planning Commission – David McClain & Josh Port (reappointments) Senior & Disabled Services Advisory Committee – Marlene Flyer, Sherry Liest & Harriet Voss (reappointments) and Lori McNulty (appointment) Trees & Trails Advisory Committee – Jan Diamantine (reappointment)
<u>COUNCIL MINUTES</u>	May 13, 2020 Regular Session
<u>DEED</u>	Old Mill Trail Quitclaim Deed
<u>EASEMENT</u>	Mazama Avenue Public Access & Utilities Easement
<u>LIQUOR LICENSE</u>	Growler Café (Off-Premises Sales)

PROCLAMATIONS

Mayor Aziz read the proclamation declaring July as Fireworks Safety Awareness Month. He shared that there will be a fireworks display at Cheadle Lake.

PUBLIC COMMENTS

Mayor Aziz read the public comment [available in Archives] received by the Mayor and Council from Lance Caddy regarding his concerns about the COVID-19 exaggerated response. Mr. Caddy asked Council to pass a resolution declaring Lebanon to be a sanctuary city from the Governor's executive orders and that local and county enforcement will not prosecute businesses which stay open.

After some discussion, the Council agreed not to consider declaring Lebanon a sanctuary city at this time. Mayor Aziz added that if the Council, as a whole changed their mind, they can make a decision at that time. Home rules have been overridden by state law.

Mayor Aziz read a Lebanon Downtown Association update from Yvette Meyer [available in Archives]. There was a great turnout (including out-of-area viewers) for their first virtual space walk on June 4. The next building space walk will be the Courtney Block building at 6:00 p.m. on June 18. A donation match of \$5,000 was pledged to the LDA's Give-5 to Elevate Downtown by an anonymous donor. As a contribution towards the continuation of events and programs, they are asking the community to rally around downtown by becoming a monthly \$5 donor. With the COVID-19 hardship, LDA understands cancellation of funding for the Main Street Manager position. Board members are committed to keeping the Main Street America designation but to do so, they must have a minimum part-time manager, so they are intensifying their fundraising efforts.

Mayor Aziz said that he would like to see the City return to receiving enough funding to support tourism and downtown.

PUBLIC HEARINGS

1) State Revenue Sharing

Mayor Aziz opened the public hearing at 6:12 p.m.

Finance Director Apken requested approval of a resolution certifying that the City is eligible to receive revenue sharing funds and approval of an ordinance declaring election to receive the state revenue. The approved budget for 2020-21 has budgeted revenue of \$200,000 in the General Fund. It is based on a budget estimate provided by the League of Oregon Cities.

City Recorder Scheafer confirmed for Mayor Aziz that no public comments were received. *The public hearing was closed at 6:13 p.m.*

City Attorney Kennedy read the title of RESOLUTION NO. 2020-09. Councilor Grizzle moved, Councilor Rieskamp seconded, to APPROVE RESOLUTION NO. 2020-09, A RESOLUTION CERTIFYING THE CITY OF LEBANON PROVIDES MUNICIPAL SERVICES FOR ELIGIBILITY IN RECEIVING STATE SHARED REVENUE PAYMENTS. The motion passed unanimously.

Kennedy read the title of ORDINANCE BILL NO. 2020-06, ORDINANCE NO. 2946. *Councilor Grizzle moved, Councilor Stauder seconded, to APPROVE ORDINANCE BILL NO. 2020-06, ORDINANCE NO. 2946, A BILL FOR AN ORDINANCE DECLARING THE CITY OF LEBANON'S ELECTION TO RECEIVE STATE REVENUES. The motion passed unanimously.*

2) Adoption of FY 2020-21 Approved Budget

Apken presented resolutions to adopt the City of Lebanon FY 2020-21 budget and making appropriations and to levy taxes for the City's FY 2020-21 budget. There were no changes to the budget since the Budget Committee approved the budget. Due to the current situation, staff may come back and make some adjustments, but it will be done through the normal public process.

Hearing no questions of staff, Mayor Aziz opened the Public Hearing at 6:16 p.m. Scheafer confirmed for Mayor Aziz that no public comments were received. The public hearing was closed at 6:17 p.m.

Kennedy read the title of RESOLUTION NO. 2020-10. *Councilor Furlow moved, Councilor Rieskamp seconded, to APPROVE RESOLUTION NO. 2020-10, A RESOLUTION ADOPTING THE CITY OF LEBANON'S BUDGET AND MAKING APPROPRIATIONS FOR FISCAL YEAR 2020-21. The motion passed unanimously.*

Kennedy read the title of RESOLUTION NO. 2020-11. *Councilor Grizzle moved, Councilor Furlow seconded, to APPROVE RESOLUTION NO. 2020-11, A RESOLUTION LEVYING TAXES FOR THE CITY OF LEBANON'S*

BUDGET FOR FISCAL YEAR 2020-21. The motion passed unanimously.

Mayor Aziz temporarily adjourned as the Lebanon City Council and convened as the Urban Renewal Agency.

3) Adoption of FY 2020-21 Urban Renewal District Approved Budget

Apken stated that there were no changes to the Lebanon Urban Renewal Agency budget since the Budget Committee approved the budget for \$5,886,185.

Hearing no questions of staff, Mayor Aziz opened the Public Hearing at 6:19 p.m. Scheafer confirmed for Mayor Aziz that no public comments were received. The public hearing was closed at 6:20 p.m.

Kennedy read the title of RESOLUTION NO. 2020-12. Councilor Grizzle moved, Councilor Rieskamp seconded, to APPROVE RESOLUTION NO. 2020-12, A RESOLUTION ADOPTING THE LEBANON URBAN RENEWAL AGENCY BUDGET AND MAKING APPROPRIATIONS FOR FISCAL YEAR 2020-21. The motion passed unanimously.

Kennedy read the title of RESOLUTION NO. 2020-13. Councilor Furlow moved, Councilor Stauder seconded, to APPROVE RESOLUTION NO. 2020-13, A RESOLUTION LEVYING TAXES FOR THE LEBANON URBAN RENEWAL AGENCY'S BUDGET FOR FISCAL YEAR 2020-21. The motion passed unanimously.

Mayor Aziz adjourned as the Lebanon Urban Renewal Agency and reconvened as the Lebanon City Council.

REGULAR SESSION

4) FY 2019-20 Budget Appropriation Transfer and Closing Funds

Apken requested Council approval of a resolution transferring appropriation and closing unnecessary funds due to a change in health insurance plans and personnel changes since the original budget was put together. There were also unanticipated outside legal fees, in addition to expenses to create the Mill Race Urban Renewal Plan. This resolution would also close five funds as of June 30, 2020.

Kennedy read the title of RESOLUTION NO. 2020-14. Councilor Steinhebel moved, Councilor Furlow seconded, to APPROVE RESOLUTION NO. 2020-14, A RESOLUTION AUTHORIZING A TRANSFER IN BUDGET APPROPRIATIONS AND DECLARING FUNDS UNNECESSARY AND ABOLISHING THEM FOR THE CITY OF LEBANON 2019-20 BUDGET. The motion passed unanimously.

5) Approval of Teamsters Union Memorandum of Understanding

Due to the COVID-19 situation, Police Chief Stevenson asked for approval to enter into a one-year extension to the current Teamsters Collective Bargaining Agreement. Barring the exceptions detailed in the MOU (including Article 4 and implementation of a 2% wage increase effective July 1, 2020), all articles will remain the same through June 30, 2021. The plan is to start negotiations in late 2020 as the pandemic calms down.

Councilor Grizzle moved, Councilor Rieskamp seconded, to APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE TEAMSTERS UNION FOR A ONE-YEAR EXTENSION TO THE EXISTING CONTRACT. The motion passed unanimously.

6) Approval of Lebanon Municipal Code 8.10 Noise Regulations Amendment

Kennedy presented an amendment to LMC 8.10 regarding noise regulations, eliminating the requirement of sound measuring devices in determining violations under the ordinance and further clarifying and streamlining the

process. There are specific changes relating to the subjectivity or requirements for noise violations in residential areas, as opposed to commercial, business or industrial areas. The ordinance modification was requested by the Police Department as it would give officers more flexibility, while still providing sufficient information and standards to prosecute the code violation.

Mayor Aziz asked whether noise from outside City limits, but that impacts residents of the City, can be addressed. Kennedy stated that it can technically be addressed but the City has only pursued it in a couple of situations.

Councilor Stauder thanked Kennedy and his staff for their work on this amendment. It will give homeowners and officers more flexibility and tools. Kennedy commended Jeff Clayson as he did a large part of the amendment.

Kennedy read the title of ORDINANCE BILL NO. 2020-07, ORDINANCE NO. 2947. ***Councilor Stauder moved, Councilor Grizzle seconded, to APPROVE ORDINANCE BILL NO. 2020-06, ORDINANCE NO. 2946, A BILL FOR AN ORDINANCE AMENDING 08.10 OF THE LEBANON MUNICIPAL CODE RELATING TO NOISE. The motion passed unanimously.***

7) Approval to Apply for the Recreational Trails Program Grant – Old Mill Trail

Interim City Manager/Engineering Director Whitlatch asked for approval to apply for the 2020 Recreational Trail Program Grant for funding to assist with construction of the Old Mill Trail, which is a new trail section from the City parking lot on Mountain River Drive to Gill's Landing RV Park. The City received confirmation that they are in line to receive one grant for the trail. Almost 80% of the funding for this \$1 million trail has been from private donation. This grant would help to offset anything missed in the cost estimate.

Councilor Grizzle thanked City staff, Build Lebanon Trails and the Heatherington Foundation and said that she is excited for this section of trail to be complete.

Kennedy read the title of RESOLUTION NO. 2020-15. ***Councilor Stauder moved, Councilor Rieskamp seconded, to APPROVE RESOLUTION NO. 2020-15, A RESOLUTION AUTHORIZING THE CITY OF LEBANON TO APPLY FOR THE 2020 RECREATIONAL TRAILS PROGRAM GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR THE OLD MILL TRAIL. The motion passed unanimously.***

Mayor Aziz temporarily adjourned as the Lebanon City Council and convened as the Urban Renewal Agency.

8) Mill Race Urban Renewal District

Community Development Director Hart presented consideration of a new Mill Race Urban Renewal District, as discussed in the March Council work session. Consultant Elaine Howard explained that this process requires concurrent removal of property from the NW Lebanon URD. The single-development urban renewal area would be 51.45 acres. As designed, the plan meets the requirements of the economic development agreement on that property. The time frame (to fiscal year end 2028) and maximum indebtedness (\$9,652,364) are also tied to stipulations in the agreement. The two projects in the plan is to provide developer incentives (rebate of property taxes paid tied to the agreement) and administration (to reimburse both for the development of the plan and for ongoing administration of it).

There are no impacts to property taxpayers. Impacts to the taxing districts are anticipated to be less than the full maximum indebtedness, will occur as development occurs, and will not impact bonds or local option levies. She spoke about the plan process where removal of the property from the NW URD will occur at the August Council meeting.

Councilor Furlow moved, Councilor Grizzle seconded, to APPROVE MOVING FORWARD WITH THE CREATION OF A MILL RACE URBAN RENEWAL DISTRICT. The motion passed unanimously.

Mayor Aziz adjourned as the Lebanon Urban Renewal Agency and reconvened as the Lebanon City Council.

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

- The City is under Phase 2 of reopening Oregon. Senior Center Director Oliver is speaking with other senior service agencies about their models to help guide Lebanon's Senior Center reopening. The Library opens with limited hours next week. City Hall is open to the public Tuesday through Thursday and by appointment only. Staff has been putting more forms online to avoid as much in-person interaction as possible and to speed up the process. He recommends continuing with these adjustments but would like to hear if Councilors receive complaints about City Hall not being open enough hours.
- Stevenson said that a Black Lives Matter protest will be held on Sunday from 1:00-6:00 p.m. It will be a march from Century Park to Academy Square followed by an assembly at the gazebo. The Department is working with organizers of the event. No problems are expected, but they are prepared if any arise. Councilor Rieskamp asked if there will be outside speakers. Stevenson stated that this is a well-organized event; the plan is to have six to seven speakers, a moment of silence and a prayer.
- Whitlatch spoke about going back to in-person Planning Commission meetings. The Mayor and Council agreed to have in-person Council meetings starting in July. Councilor Furlow asked for the ability to call in since he needs to isolate.
- Whitlatch will be out of the office on Friday and possibly half a day on Thursday but he will be around.
- Mayor Aziz said the Governor's office will be issuing guidance on when park play structures can open. Whitlatch said that the structures have been signed multiple times, but people keep taking them down.

ITEMS FROM COUNCIL

Stevenson spoke about the Police Department's use of force policy and training. They are regularly trained on de-escalation practices. Body cameras have been in use since 2012. Dash cam videos are used in all patrol cars. Use of force by law enforcement personnel is a matter of critical concern, not only for citizens but also for law enforcement. Any use of force is reviewed by the on-duty supervisor, in addition to a three-pronged review by administration to ensure that unreasonable force was not used. Other agencies, the Department of Justice, or district attorneys may evaluate and assist Lebanon with investigations. He stressed that when the police oath is broken, they will no longer be with the department. He offered to share the policy and the numbers of uses of force (which are included in the City Manager report each fiscal year) and said that they are always open to suggestions on how to be better.

The Mayor and Council thanked Stevenson and his staff for their honesty and respect when dealing with the public. They also expressed their trust in Stevenson and confidence that if this was to happen, necessary measures would be taken and the situation handled to the extent that the public deserves.

Councilor Stauder added that the Pacific Northwest operates under the rules of the Ninth Circuit Court, which is more limiting than other places in the country. Every officer in Oregon goes through training at the Police Academy that includes many hours of emotional intelligence, implicit bias and community competency that is specific to different groups. Officers also learn how to treat different types of people with kindness and respect.

Municipal Court Judge Waite said that his interactions with LPD officers are always positive. They treat people in court with respect, which makes for a fair and just experience for them.

PUBLIC/PRESS COMMENTS – *There were none.*

NEXT SCHEDULED COUNCIL MEETING(S) – June 24, 2020 Executive Session (8:00 a.m.-12:00 p.m.) and Regular Session (12:00 p.m.)

The Council convened into Executive Session at 7:14 p.m.

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

REGULAR SESSION – *The Council reconvened into open session at 8:10 p.m.*

ADJOURNMENT – Mayor Aziz adjourned the meeting at 8:10 p.m.

[Minutes prepared by Donna Trippett]

Minutes Approved by the Lebanon City Council on
this 8th day of July 2020.

Paul R. Aziz, Mayor
Jason Bolen, Council President

ATTESTED:

Kim Scheafer, MMC, City Recorder

Presentation/Proclamation/
Recognition



PROCLAMATION

On **July 26, 2020**, the City of Lebanon will celebrate the anniversary of the signing of the Americans with Disabilities Act (ADA) signed into law on July 26, 1990, by President George H.W. Bush to ensure the civil rights of people with disabilities.

The Act expanded opportunities for Americans with disabilities by reducing barriers and changing perceptions, and increasing participation in community life. The full promise of the Act will be reached by remaining committed to continued efforts to fully implement the Act.

On the anniversary of the Americans with Disabilities Act, join the City of Lebanon in celebrating and recognizing the progress that has been made by reaffirming the principles of equality and inclusion, and recommitting our efforts to reach full ADA compliance.

NOW THEREFORE, I, Mayor Paul R. Aziz, do hereby reaffirm that the City will continue to work toward full ADA compliance.

Paul R. Aziz, Mayor
City of Lebanon, Oregon

In witness whereof, I hereunto affix this seal of the City of Lebanon on this 8th Day of July 2020.

Kim Scheafer, MMC, City Recorder

Citizen Comments

From: Jereme Guenther <jereme.guenther@gmail.com>

Sent: Monday, June 29, 2020 3:13 PM

To: City Council - Mayor Paul Aziz <paziz@ci.lebanon.or.us>; City Councilor Robert Furlow <rfurlow@ci.lebanon.or.us>; City Councilor Wayne Rieskamp <wrieskamp@ci.lebanon.or.us>; grizzle@ci.lebanon.or.us <grizzle@ci.lebanon.or.us>; City Councilor Karin Stauder <kstauder@ci.lebanon.or.us>; City Councilor Jason Bolen <jasonbolen@ci.lebanon.or.us>; City Councilor Michelle Steinhebel <msteinhebel@ci.lebanon.or.us>

Subject: Mask requirement in public

[NOTICE: This message originated outside of your organization -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Dear City Council Members,

You are probably all aware that our Governor Kate Brown has recently mandated that all Oregonians are now required to wear masks when leaving their homes for any public buildings or businesses.

You are probably also aware that as Governor her power only exists if we give it to her, in other words it is each city's choice to either follow her rules or to ignore them.

As we have all been following this disease and the scientific discoveries made around it, it has become rather apparent that it has many similarities in how it spreads and those it targets as the flu which comes and goes each year. As such, common sense would indicate that our response to this disease would follow a similar pattern to our response to the flu.

Something that bothers me about this particular mandate from Governor Brown is the obvious way in which it is taking new data and twisting it into a lie to support her current agenda. Specifically the fact that the number of cases in Oregon is not increasing, but instead the number of tests we are administering is increasing. So rather than an increase in cases, we are simply becoming aware of pre-existing cases who's side effects were so minimal that we did not know about them before. The obvious conclusion from this is that the disease is becoming less and less deadly, from a scientific data perspective, the more cases (not deaths) that increased testing brings to light.

This new mandate from Governor Brown not only ignores that rather obvious conclusion, it actually states the exact opposite; that somehow, by simply administering a test, the disease has suddenly spread drastically and is becoming a bigger threat than ever.

I ask that you, as members of our city council, vote to reject this latest mandate from Governor Brown within our town. And instead allow us to be guided by data and logic.

--

Jereme Guenther, MCP

[LinkedIn](#)

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
From: Kelly Hart
Community Development Director
Subject: Annexation and Zoning of Property
Planning File No.: A20-03
Applicant: Travis Wager

Date: June 30, 2020

This is a request to annex the subject property located at 820 W Oak Street. The County Assessor Map places the parcels within Township 12 South; Range 2 West; Section 10CD; Tax Lot 4700.

The property is located within the Lebanon UGB and is designated Residential Mixed Density in the Lebanon Comprehensive Plan Map. Consistent with the requirements of the Lebanon Development Code, the land is assigned the corresponding Residential Mixed Density (Z-RM) zone upon annexation.

The Planning Commission conducted a public hearing on June 17th and 24th, 2020, and found the application complied with the decision criteria contained in the Lebanon Development Code, voting unanimously to recommend City Council approval of the application. Exhibit "B" of the attached Ordinance contains the Planning Commission findings in support of the request. Staff will review the material at the public hearing.

It is the recommendation of the Planning Commission that the City Council approve the application to Annex the subject property and to establish the corresponding Residential Mixed Density (Z-RM) zone on the newly annexed properties.

**A BILL FOR AN ORDINANCE ANNEXING AND
ZONING PROPERTY FOLLOWING CONSENT
FILED WITH THE CITY COUNCIL BY
LANDOWNERS IN SAID AREA PURSUANT TO
ORS 222.120 AND ORS 222.170)
File A20-03; 3A TRAVIS WAGER**

) **ORDINANCE BILL NO. 2020-08**
)
)
) **ORDINANCE NO. 2948**
)
)

WHEREAS, the City of Lebanon has received a submission by written request for annexation of real property to the City of Lebanon, herein described in Exhibit “A”; and,

WHEREAS, on June 17th and 24th, 2020, the Planning Commission for the City of Lebanon conducted a hearing on Planning File No. A20-03, making findings recommending annexation of the subject property and establishment of the Residential Mixed Density (Z-RM) zone; and,

WHEREAS, after conducting the hearing and considering all objections or remonstrance regarding the proposed annexation, and further considering the recommendation of the Lebanon Planning Commission, the City Council finds that this annexation is in the best interest of the City and of the contiguous territory.

NOW, THEREFORE, the City of Lebanon ordains as follows:

Section 1. Findings. In addition to the findings referred to above, the City Council further adopts and finds those matters contained in Exhibit “B” which is incorporated herein by this reference as if fully set forth at this point.

Section 2. Annexation Area. Based upon the findings contained above and in Exhibit “B”, the contiguous territory described in Exhibit “A” and incorporated herein by this reference as if fully set forth is hereby proclaimed to be annexed to the City of Lebanon, and zoned as indicated in accordance with the Lebanon Development Code, and assigned the corresponding Residential Mixed Density (Z-RM).

After Recording Return to:
City Recorder’s Office
City of Lebanon
925 S. Main Street
Lebanon, OR 97355

Reserved for Recording

Section 3. Record. The City Recorder shall submit to the Oregon Secretary of State a copy of this Ordinance. The City Recorder is further ordered to send a description by metes and bounds, or legal subdivision, and a map (Exhibit "A") depicting the new boundaries of the City of Lebanon within ten (10) days of the effective date of this annexation ordinance to the Linn County Assessor, Linn County Clerk and the Oregon State Department of Revenue.

Passed by the Lebanon City Council by a vote of _____ for and _____ against and approved by the Mayor this 8th day of July 2020.

Paul R. Aziz, Mayor
Jason Bolen, Council President

Attested:

Kim Scheafer, MMC, City Recorder

EXHIBIT "A"
ANNEXATION LEGAL DESCRIPTION & MAP

ANNEXATION TO THE CITY OF LEBANON

(TAX LOT 4700, ASSESSORS MAP 12S2W10CD)

AN AREA OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 12 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, LINN COUNTY, OREGON AND BEING MORE SPECIFICALLY DESCRIBED AS:

BEGINNING AT A POINT WHICH BEARS NORTH 90°00'00" EAST 240.00 FEET FROM THE NORTHWEST CORNER OF BLOCK 63, HYLAND ADDITION TO THE CITY OF LEBANON; THENCE NORTH 90°00'00" EAST 60.00 FEET; THENCE SOUTH 0°20'31" WEST 155.59 FEET; THENCE SOUTH 89°59'13" WEST 60.00 FEET; THENCE NORTH 0°20'31" EAST 155.61 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED AREA CONTAINS 9,336 SQUARE FEET MORE OR LESS.

LINN COUNTY DEED DOCUMENT NO. 2020-021155 WAS USED AS A REFERENCE.

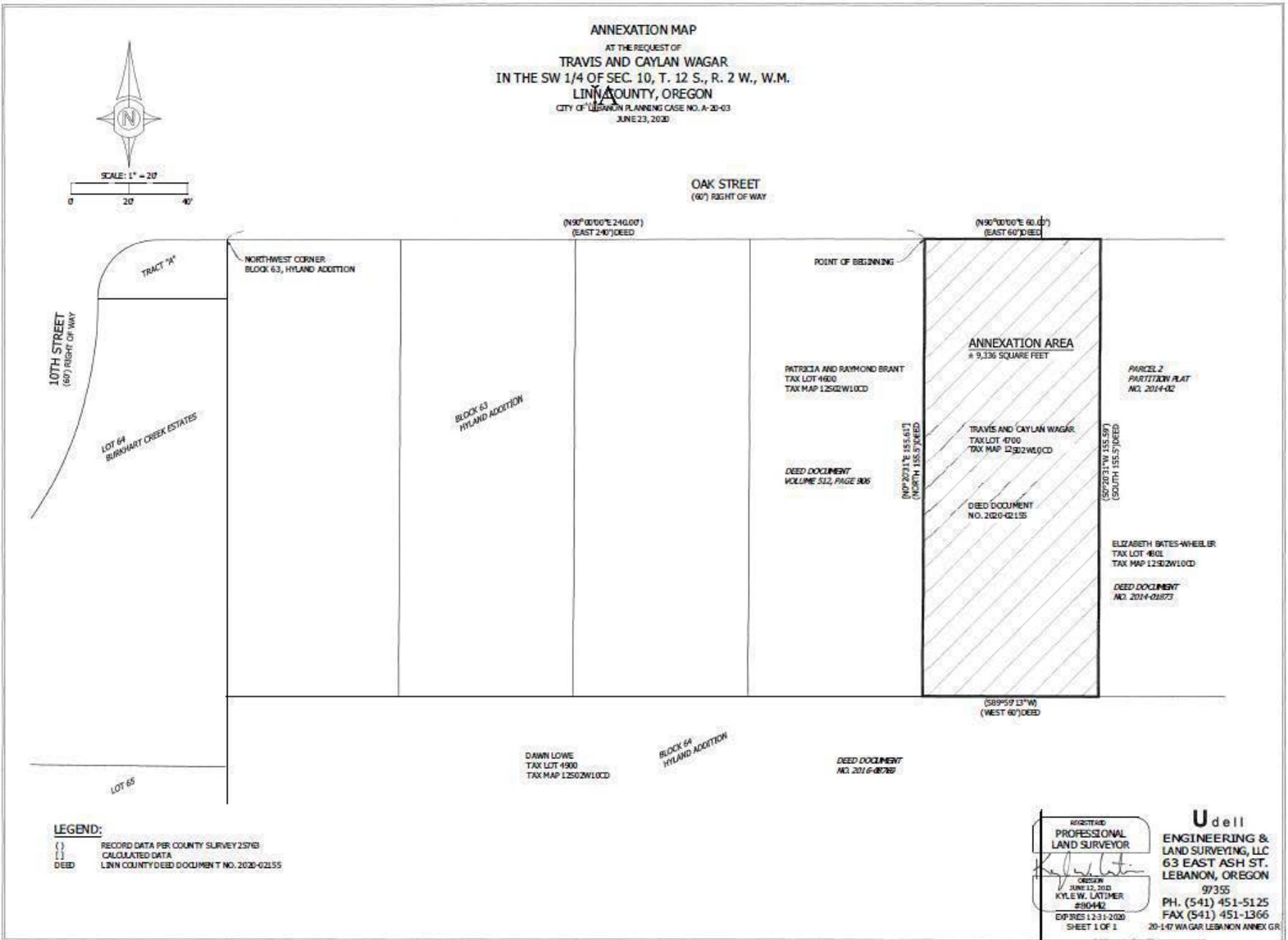


EXHIBIT B LEBANON CITY COUNCIL FINDINGS

I. NATURE OF THE APPLICATION

This matter comes before the Lebanon Planning Commission on the application of the Travis Wager to Annex property at 820 W Oak Street (12S 02W 10CD, tax lot 4700) and establish the applicable Residential Mixed Density (Z-RM) zone.

II. GENERAL INFORMATION

A. Site Location

The subject property is located at 820 W Oak Street, on the south side of Oak Street, between 9th and 10th Streets. The County Assessor Map places the parcel within Township 12 South; Range 2 West; Section 10CD; Tax Lot 4700.

B. Site Development and Zoning

The subject property is 0.21 acres in size located on W Oak Street. Properties to the north and east, including the public right-of-way is located within city limits; therefore, the site is contiguous to city boundary limits and is eligible for annexation. The property is currently improved with a single-family residence. There has been no concurrent development proposal. City water, sewer, and storm drainage is available along the property frontage in Oak Street. The land is located within the Lebanon UGB and designated in the comprehensive plan as Residential Mixed Density (C-RM).

C. Adjacent Zoning and Land Uses

The property is located in a developed residential neighborhood. To the north and east are residential properties within the City limits with a zoning designation of Residential Mixed-Density (Z-RM). To the south and west are residential properties in the county unincorporated area, within the City's Urban Growth Boundary (UGB) with a Comprehensive Plan designation of Residential Mixed-Density (C-RM).

D. Proposal

The applicant is requesting approval to Annex the subject property, establishing the Residential Mixed Density (Z-RM) zone.

III. PUBLIC HEARING

A. Planning Commission Action

On June 17, 2020 and June 24, 2020, the Lebanon Planning Commission held a public hearing on this application. At the hearing, Planning File A20-03 was made a part of the record. The City noticed the hearing pursuant to Chapter 16.20 of the Lebanon Development Code. No objection was raised as to jurisdiction, evidence or testimony presented at the hearing. At the end of the hearing, the Planning Commission deliberated on the issue and voted to recommend

the City Council approve the proposed Annexation and corresponding zoning designation. The Commission found the proposal consistent with the applicable decision criteria.

B. City Council Action

A public hearing was held before the City Council on July 8, 2020. The City noticed the hearing pursuant to Chapter 16.20 of the Lebanon Development Code. No objection was raised as to jurisdiction, evidence or testimony presented at the hearing. At the end of the hearing, the City Council deliberated on the issue and found the proposal consistent with the applicable decision criteria.

IV. FINDINGS OF FACT-GENERAL

The Lebanon Planning Commission, after careful consideration of the testimony and evidence in the record, adopts the following General Findings of Fact:

- A. The applicant is Travis Wager, the property owner.
- B. The subject area is comprised of a single property located at 820 W Oak Street. The County Assessor Map places the parcel within Township 12 South; Range 2 West; Section 10CD; Tax Lot 4700.
- C. The total area contains 0.21 acres.
- D. The subject parcel is accessed from W Oak Street. The lot is currently improved with a single-family residence with a septic system. The septic system is failing, which is the impetus for annexation, to connect to the City sewer system. There is City water and sewer service available to the site.
- E. The land is located within the Lebanon UGB and designated Residential Mixed Density (C-RM).
- F. The property is located in a developed residential neighborhood. To the north and east are residential properties within the City limits with a zoning designation of Residential Mixed-Density (Z-RM). To the south and west are residential properties in the county unincorporated area, within the City's Urban Growth Boundary (UGB) with a Comprehensive Plan designation of Residential Mixed-Density (C-RM).
- G. The applicant is requesting approval to Annex the subject property, establishing the Residential Mixed Density (Z-RM) zone.
- H. The decision to approve or deny shall be based on criteria contained in the Lebanon Development Code, Chapter 16.26 – Annexations.

V. APPLICATION SUMMARY

- A. The request annexes a 0.21-acre property on W Oak Street into the city limits. The subject property is located within the urban growth boundary of the City, and contiguous with City limits along the northern and eastern portion of the property. The property is currently designated C-RM (Residential Mixed Density) on the Lebanon

Comprehensive Plan Map. Upon annexation, the land will be zoned Residential Mixed Density (Z-RM). There is no concurrent development proposal.

- B. The Department contacted the Department of Land Conservation and Development, affected agencies and area property owners regarding the application. No comments were submitted.

VI. CRITERIA AND FINDINGS

The subject property is located within the City's Urban Growth Boundary (UGB) and is eligible for annexation into the City limits. Annexation application and review requirements are contained in Chapter 16.26 of the Lebanon Development Code. Annexations require a hearing before the Planning Commission and City Council. The purpose of the Commission hearing is to review the request and recommend whether the Council should approve or deny the Annexation.

Section 16.26.060 contains the decision criteria for an annexation with specific requirements in Section 16.26.060.A. This Section requires compliance with provisions in the City Annexation Ordinance and Lebanon Comprehensive Plan, Chapter 3 – Urbanization. Essentially, the Annexation Ordinance and Comprehensive Plan decision criteria are the same. The findings are combined to avoid duplication:

1. Annexation Ordinance Section 2. - All Annexations shall conform to the requirements of the Lebanon Municipal Code, Annexation Ordinance, Lebanon Land Development Ordinance (i.e., Development Code), City of Lebanon/Linn County Urban Growth Management Agreement and shall be consistent with applicable State law.

Comprehensive Plan Annexation Policy #P-19: [The City shall] recognize and act on the basis that all annexations shall conform to the requirements of the Lebanon Municipal Code, Annexation Ordinance, Lebanon Land Development Ordinance, City of Lebanon/Linn County Urban Growth Management Agreement (UGMA), and shall be consistent with applicable State law.

FINDING: The application site is located within the City of Lebanon Urban Growth Boundary and is contiguous with city limits, therefore eligible for annexation per the Annexation Ordinance, and the Municipal and Development Codes. The annexation is not inclusive of a Comprehensive Plan Map Amendment and is accepting of the initial zoning designation of Residential Mixed Density, consistent with the Comprehensive Plan Designation and the pre-designation identified in the Lebanon Development Code. With the assignment accepted as identified in the Comprehensive Map, it is determined that the annexation has already been accounted for in the City's Facilities Plan, including the Transportation System Plan. The site complies with the Annexation requirements.

2. Annexation Ordinance Section 3. - All Annexations shall be consistent with the goals and policies of the Lebanon Comprehensive Plan.

Comprehensive Plan Annexation Policy #P-20: [The City shall] recognize and act on the basis that all annexations shall be consistent with the goals and policies of the Lebanon Comprehensive Plan.

FINDING: The Annexation Ordinance policies are consistent with, and often mirror, the Comprehensive Plan Annexation Policies. The State acknowledges that the City's Comprehensive Plan complies with all applicable Statewide Planning Goals and statutes, recognizing the consistency of the Plan goals and policies. Therefore, compliance with the applicable Comprehensive Plan policies ensures compliance with the Annexation Ordinance. Findings in the following Sections detail this proposal's compliance with all applicable policies.

3. Annexation Ordinance Section 4. - All lands included within the Urban Growth Boundary are eligible for annexation and urban development. Areas within the Urban Growth Boundary with designated environmental constraints may be annexed and utilized as functional wetlands, parks, open space and related uses.

Comprehensive Plan Annexation Policy #P-21: [The City shall] recognize and act on the basis that all lands included within the Urban Growth Boundary are eligible for annexation and urban development. (Areas within the Urban Growth Boundary with designated environmental constraints may be annexed and utilized as functional wetlands, parks, open space and related uses.)

FINDING: The subject site is located within the Urban Growth Boundary and contiguous to city limits, therefore is eligible for annexation. The subject site is generally flat, with no steep slopes or environmental constraints, and generally within a developed neighborhood. There is existing development on the site, including a single-family residence, which is proposed to be maintained. As the site is already improved with urban development, and does not contain any known environmental constraints, the property is eligible for annexation.

4. Annexation Ordinance Section 5. - The City shall only annex land that is contiguous to the existing City limits and is within the City's UGB.

Comprehensive Plan Annexation Policy #P-22: [The City shall] only annex land that is contiguous to the existing City limits and is within the City's UGB.

FINDING: The subject site is contiguous with the city boundary on the north and east side of the property, and is therefore contiguous with existing City limits and eligible for annexation.

5. Annexation Ordinance Section 6. - An annexation shall be deemed orderly if the annexation territory is contiguous to the existing City limits. An annexation is efficient if the annexation territory can be developed or redeveloped to an urban use. Urban uses may include wetlands, parks, open space and related uses.

Comprehensive Plan Annexation Policy #P-23: [The City shall] deem an annexation orderly if the annexation territory is contiguous to the existing City Limits, and deem an annexation efficient if the annexation territory can be developed or redeveloped to an urban use (urban uses may include functional wetlands, parks, open space and related uses).

FINDINGS: The proposed annexation complies with the above noted criteria as follows:
(a) The site is contiguous with city limits along the northern and eastern property lines.

(b) The property is located within an already developed and urbanized portion of the Urban Growth Boundary and City. Surrounding the property include residential development. The site can be serviced by city water, sewer, and has developed storm drainage within the Oak Street right-of-way. As the property can be serviced by city facilities and transportation system, and is already improved with an urban development, the property would be eligible for annexation.

6. Annexation Ordinance Section 7. - Development proposals are not required for annexation requests.

Comprehensive Plan Annexation Policy #P-24: [The City shall] recognize and act on the basis that development proposals are not required for annexation requests.

FINDING: The application does not include a concurrent development proposal and is currently improved with a single-family residence. Any future development or redevelopment proposal would be required to comply with the provisions for the development code for the Z-RM zone, as applicable.

7. Annexation Ordinance Section 8. - As part of the annexation process of developed property or properties, the City shall consider the anticipated demands to access key City-provided urban utility services, which are water, storm drainage, sanitary sewer, and streets, of existing development within the annexation territory.

Comprehensive Plan Annexation Policy #P-25: [The City shall] consider as part of the annexation process of developed property or properties, the anticipated demands to access key City-provided urban utility services, which are water, storm drainage, sanitary sewer, and streets, of existing development within the annexation territory.

FINDING: Section 16.26.040 of the Lebanon Development Code states “anticipated urban densities (according to the automatic City Zoning assignment upon annexation) within the UGA are already accounted for in the City’s Facilities Plans, including the Transportation System Plan.” No revisions to the plans are necessitated, when following annexation, an area is assigned the zoning classification that is in accordance with the adopted Comprehensive Plan Map designation. The subject site is assigned the zoning classification of Z-RM in accordance with the Comprehensive Map designation and therefore, the anticipated demands to access key City-provided urban utilities have already been considered. There is existing city water, sewer and storm drainage available for connection to the site, and the existing transportation system can accommodate the inclusion of the property and the existing development.

8. Annexation Ordinance Section 9. - As part of the annexation process of developed property or properties, the City shall consider the impacts on key City-provided urban utility services needed to serve these properties, which are water, storm drainage, sanitary sewer, and streets.

Comprehensive Plan Annexation Policy # P-26: [The City shall] Consider as part of the annexation process of developed property or properties, the impacts on the capacities of key City-provided urban utility services needed to satisfy the anticipated demands of the properties discussed in P-25 above.

FINDING: Section 16.26.040 of the Lebanon Development Code states “anticipated urban densities (according to the automatic City Zoning assignment upon annexation) within the UGA are already accounted for in the City’s Facilities Plans, including the Transportation System Plan.” No revisions to the plans are necessitated, when following annexation, an area is assigned the zoning classification that is in accordance with the adopted Comprehensive Plan Map designation. The subject site is assigned the zoning classification of Z-RM in accordance with the Comprehensive Map designation and therefore, the anticipated demands to access key City-provided urban utilities have already been considered.

9. Annexation Ordinance Section 10. - Needed Public rights-of-way, as identified in adopted transportation plans as necessary for the safe and efficient movement of traffic, bicycles and pedestrians, shall be dedicated to the City either with annexation or when the property develops and/or redevelops and creates an increased demand for the benefits provided by additional rights-of-way dedication.

FINDING: Oak Street maintains a right-of-way width of 58-feet, which meets the minimum right-of-way width required for a local residential street. The street is already improved with sidewalk, and curb and gutter on both sides of the street. As such, no additional right-of-way dedication from the subject property is unnecessary for the annexation.

10. Annexation Ordinance Section 11. - Upon annexation, the annexation territory shall be assigned zoning classifications in accordance with the adopted Comprehensive Plan Map, as shown in the City’s Annexation Zoning Matrix. Such zoning assignments in and of themselves are not a zoning map change and shall not require approval of a zoning map amendment, or a separate proceeding.

FINDING: This subject property is designated Residential Mixed Density by the Comprehensive Plan. Consistent with the adopted Zoning Matrix, the only possible applicable zone is Residential Mixed Density (Z-RM). The Applicant accepts the applicable zoning designation and is not proposing a Comprehensive Plan Map Amendment.

11. Annexation Ordinance Section 12. - If a zoning designation other than one in accordance with the Comprehensive Plan Map (shown in the Annexation Zoning Matrix) is requested by an applicant, the zoning requested shall not be granted until the Comprehensive Plan Map is appropriately amended to reflect concurrence. Such an amendment shall require a separate application, hearing and decision, which may be held concurrently with an annexation hearing and will not become effective until the annexation is complete.

FINDING: This application does not include a change in the Plan designation or corresponding zone. Therefore, this Section does not apply.

12. Annexation Ordinance Section 13. - The areas within the Urban Growth Boundary with designated environmental constraints may be annexed and developed as functional wetlands, parks, open space and related uses.

FINDING: The subject site is generally flat, with no steep slopes or environmental constraints, and generally within a developed neighborhood. There is existing development on the site, including a single-family residence, which is proposed to be

maintained. As the site is already improved with urban development, and does not contain any known environmental constraints, the property is eligible for annexation.

13. Annexation Ordinance Section 14. - An “urban use” is hereby defined as any land use that is authorized under the terms and provisions of the land use regulations, Zoning Ordinance (i.e., Development Code), Subdivision Ordinance, Comprehensive Plan, and other related documents of the City of Lebanon.

FINDING: This Section does not apply as the provisions in this Section provide a definition and not a decision criterion.

14. Annexation Ordinance Section 15. - At the applicant’s discretion and with the City’s concurrence, a development or redevelopment proposal for an annexation territory may be acted upon by the Planning Commission immediately following the Commission’s hearing on the annexation proposal and a decision of recommendation of approval to the City Council. However, any approval of the Planning Commission of such a development or redevelopment proposal must be contingent upon subsequent approval of the annexation by City Council.

FINDING: The request does not contain a concurrent development request.

15. Comprehensive Plan Annexation Policy # P-27: Expand the City Limits as necessary to accommodate development, including housing, commercial, industrial, and services (that will in turn accommodate population growth).

FINDING: This Policy does not directly apply as the proposal simply incorporates an existing urbanized parcel into the City limits.

VII. CONCLUSION

The City Council concludes the proposed Annexation, including establishment of the corresponding Residential Mixed Density zone, complies with the applicable decision criteria.

Agenda Item 2



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
From: Kelly Hart
Community Development Director
Subject: Annexation of various street segments
Planning File No.: A20-02
Applicant: City of Lebanon

Date: June 29, 2020

This is a request to annex various street segments into the City. The purpose and intent behind the proposed annexations are to organize the jurisdictional boundaries of the City. This will assist in the enforcement action for the police and sheriff's departments and allow our local police department to better enforce parking restrictions throughout the City. As streets are not assigned a zoning designation, the only action under consideration is the land annexation. There is no assignment of initial zoning associated with this procedure.

The various street segments proposed to be annexed into the City, including portions of: Airport Road near Airway; Airport Road near Cypress Court; 12th Street at F Street; Cascade Drive near Crowfoot Road; Russell Drive near Franklin Street; and portions of Wassom Street.

The Planning Commission conducted a public hearing on June 17th and 24th, 2020, and found the application complied with the decision criteria contained in the Lebanon Development Code, voting unanimously to recommend City Council approval of the application. Exhibit "B" of the attached Ordinance contains the Planning Commission findings in support of the request. Staff will review the material at the public hearing.

It is the recommendation of the Planning Commission that the City Council approve the application to Annex the various street segments.

**A BILL FOR AN ORDINANCE ANNEXING
CERTAIN STREET SEGMENTS INTO THE CITY
FILED WITH THE CITY COUNCIL BY
THE CITY OF LEBANON PURSUANT TO
ORS 222.120 AND ORS 222.170)
File A20-02; CITY OF LEBANON**

) **ORDINANCE BILL NO. 2020-09**
)
)
) **ORDINANCE NO. 2949**
)

WHEREAS, the City of Lebanon has the intent for annexation of various public street segments to the City of Lebanon, herein described in Exhibit “A”; and,

WHEREAS, on June 17th and 24th, 2020, the Planning Commission for the City of Lebanon conducted a hearing on Planning File No. A20-02, making findings recommending annexation of the subject areas; and,

WHEREAS, after conducting the hearing and considering all objections or remonstrance regarding the proposed annexation, and further considering the recommendation of the Lebanon Planning Commission, the City Council finds that this annexation is in the best interest of the City and of the contiguous territory.

NOW, THEREFORE, the City of Lebanon ordains as follows:

Section 1. Findings. In addition to the findings referred to above, the City Council further adopts and finds those matters contained in Exhibit “B” which is incorporated herein by this reference as if fully set forth at this point.

Section 2. Annexation Area. Based upon the findings contained above and in Exhibit “B”, the contiguous territory described in Exhibit “A” and incorporated herein by this reference as if fully set forth is hereby proclaimed to be annexed to the City of Lebanon.

After Recording Return to:
City Recorder's Office
City of Lebanon
925 S. Main Street
Lebanon, OR 97355

Reserved for Recording

Section 3. Record. The City Recorder shall submit to the Oregon Secretary of State a copy of this Ordinance. The City Recorder is further ordered to send a description by metes and bounds, or legal subdivision, and a map (Exhibit "A") depicting the new boundaries of the City of Lebanon within ten (10) days of the effective date of this annexation ordinance to the Linn County Assessor, Linn County Clerk and the Oregon State Department of Revenue.

Passed by the Lebanon City Council by a vote of _____ for and _____ against and approved by the Mayor this 8th day of July 2020.

Paul R. Aziz, Mayor
Jason Bolen, Council President

Attested:

Kim Scheafer, MMC, City Recorder

EXHIBIT "A"
ANNEXATION LEGAL DESCRIPTION & MAP

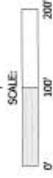
W. AIRPORT ROAD (C.R. 710) (CYPRESS CT. to 7TH ST.)

AN AREA OF LAND LOCATED IN SECTION 15, TOWNSHIP 12 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, CITY OF LEBANON, LINN COUNTY, OREGON AND BEING MORE SPECIFICALLY DESCRIBED AS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY OF AIRPORT ROAD (C.R.710) ALSO BEING THE NORTHWEST CORNER OF LOT 9, GREENTREE ESTATES, CITY OF LEBANON, LINN COUNTY, OREGON; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 89°56'26" EAST 651.15 FEET; THENCE NORTH 87°33'51" EAST 937.18 FEET TO THE SOUTHWEST CORNER OF INTERSECTION OF SAID AIRPORT ROAD (C.R. 710) AND 7TH STREET; THENCE LEAVING SAID SOUTH RIGHT OF WAY NORTH 0°15'37" WEST 60.04 FEET TO A POINT ON THE NORTHWEST CORNER OF SAID INTERSECTION OF AIRPORT ROAD (C.R. 710) AND 7TH STREET; THENCE ALONG THE NORTH RIGHT OF WAY OF SAID AIRPORT ROAD (C.R. 710) SOUTH 87°33'51" WEST 828.20 FEET; THENCE NORTH 0°14'48" WEST 10.01 FEET; THENCE SOUTH 87°33'59" WEST 10.29 FEET; THENCE NORTH 2°26'01" WEST 5.00 FEET; THENCE SOUTH 87°34'00" WEST 40.00 FEET; THENCE SOUTH 1°17'16" EAST 5.00 FEET; THENCE SOUTH 87°33'45" WEST 59.73 FEET; THENCE SOUTH 1°11'09" EAST 10.00 FEET; THENCE NORTH 89°56'26" WEST 686.01 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 0°03'06" WEST 60.00 FEET; THENCE SOUTH 89°56'26" EAST 36.16 FEET TO THE POINT OF BEGINNING.

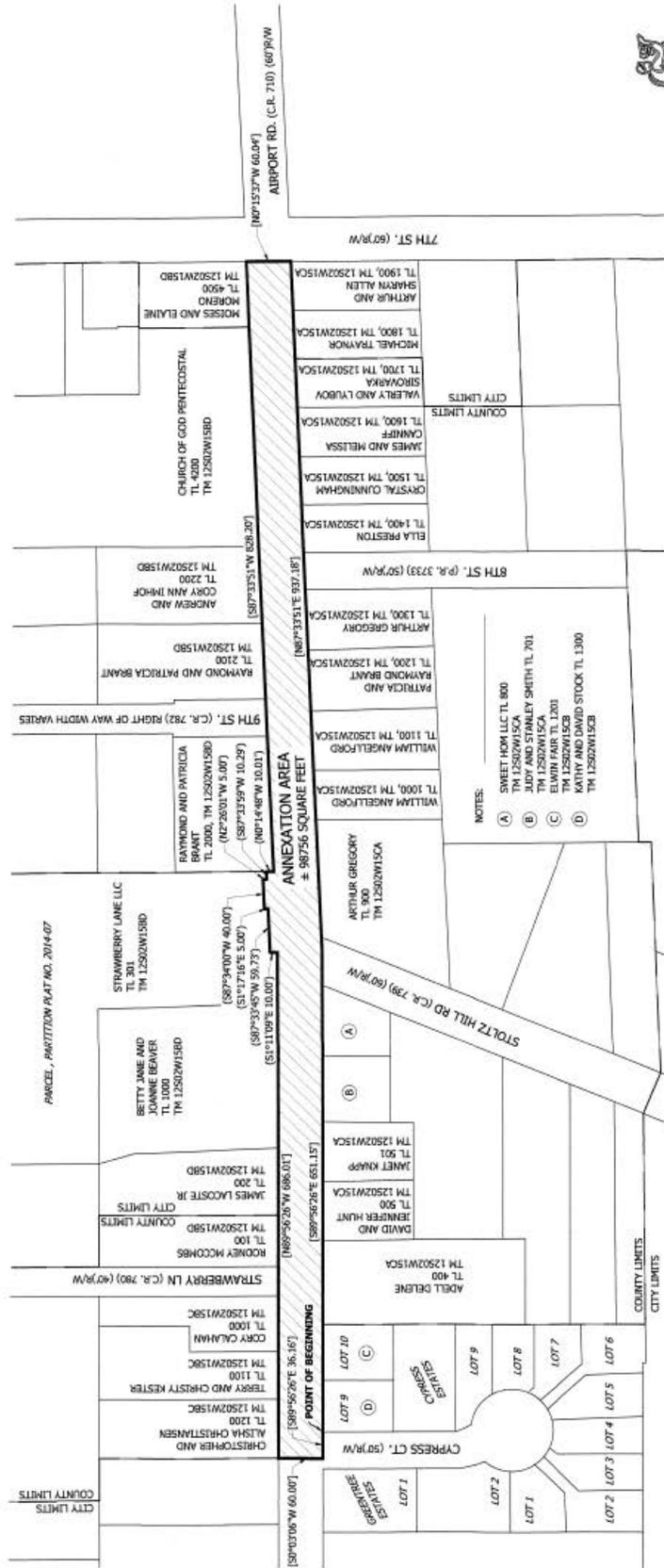
THE ABOVE DESCRIBED AREA CONTAINS ± 98756 SQUARE FEET MORE OR LESS.

LINN COUNTY SURVEY 22968 WAS USED AS A REFERENCE.



ANNEXATION MAP
 AT THE REQUEST OF
 CITY OF LEBANON
 IN SEC. 15, T. 12 S., R. 2 W., W.M.
 CITY OF LEBANON, LINN COUNTY, OREGON
 FEBRUARY 04, 2020

1/15



- NOTES:
- A SWEET HOM LLC TL 800
TM 12502W158D
 - B JAMES AND HELISSA
TM 12502W158D
 - C ELWIN FAIR TL 1203
TM 12502W158D
 - D KATHY AND DAVID STOCK TL 1300
TM 12502W158D

LEGEND:
 () DATA OF RECORD PER CS 22968 OR AS NOTED
 () CALCULATED DATA
 CS COUNTY SURVEY

REFERENCE SURVEY: CS 22974 AND CS 22968



Udeil
 ENGINEERING & LAND
 SURVEYING, LLC
 63 EAST ASH ST.
 LEBANON, OR 97335
 PH: (501) 451-5125
 FAX (501) 451-1366
 19-299 COL ST. AMBX

REGISTERED
**PROFESSIONAL
 LAND SURVEYOR**
 OREGON
 KYLE W. LATIMER
 EXPIRES 12-31-2020

SHEET 1 OF 1

W. AIRPORT ROAD (C.R. 707)

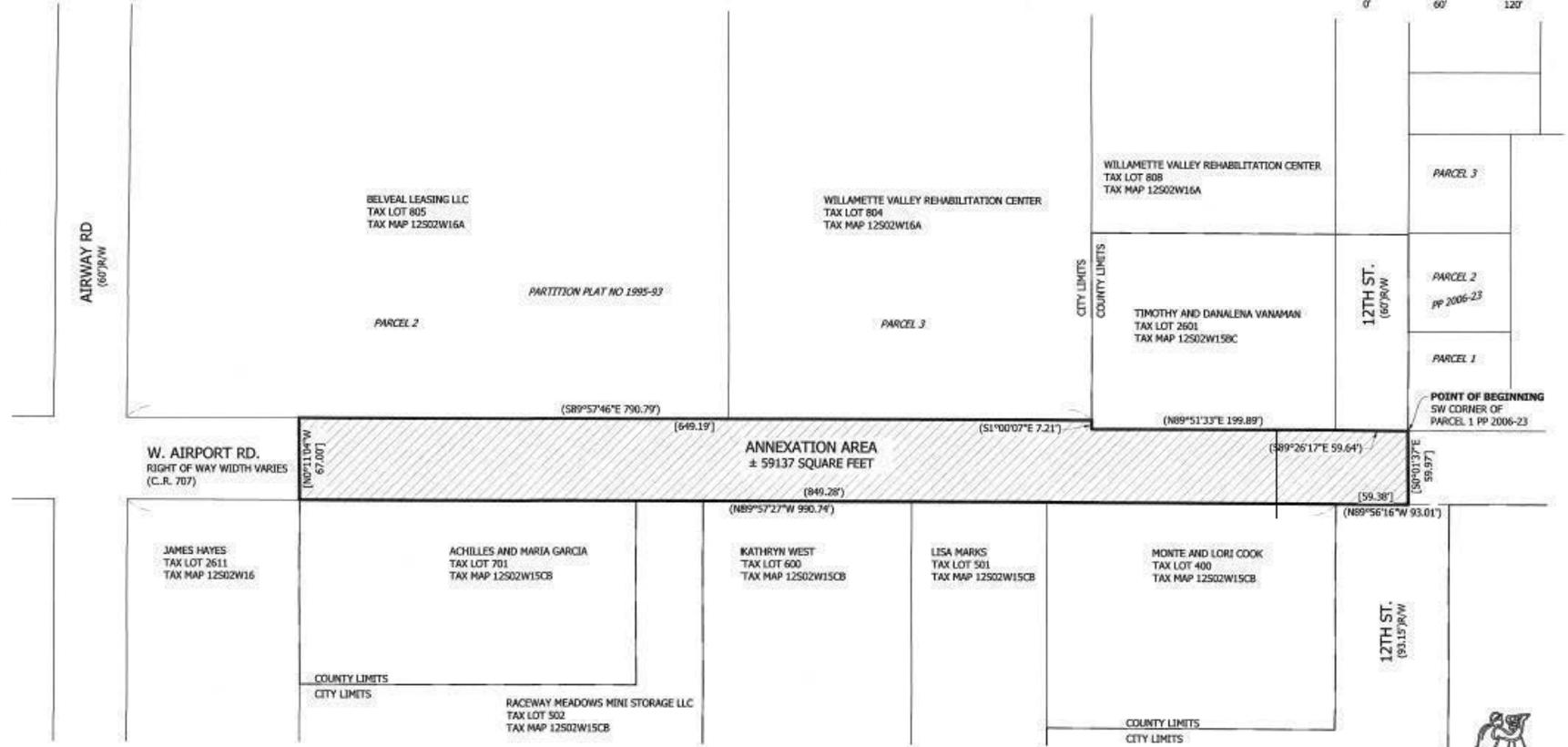
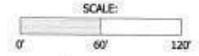
AN AREA OF LAND LOCATED IN SECTION 15 AND SECTION 16, TOWNSHIP 12 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, CITY OF LEBANON, LINN COUNTY, OREGON AND BEING MORE SPECIFICALLY DESCRIBED AS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY OF W. AIRPORT ROAD (C.R. 707) ALSO BEING THE SOUTHWEST CORNER OF PARCEL 1, PARTITION PLAT NO. 2006-23, CITY OF LEBANON, LINN COUNTY, OREGON; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH $0^{\circ}01'37''$ EAST 59.97 FEET; THENCE NORTH $89^{\circ}56'16''$ WEST 59.38 FEET TO A POINT AT THE SOUTHWEST CORNER INTERSECTION OF SAID W. AIRPORT ROAD (C.R. 707) AND 12TH STREET; THENCE ALONG THE SOUTH RIGHT OF WAY OF SAID W. AIRPORT ROAD (C.R. 707) NORTH $89^{\circ}57'27''$ WEST 849.28 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY NORTH $0^{\circ}11'04''$ WEST 67.00 FEET TO A POINT ON SAID NORTH RIGHT OF WAY; THENCE ALONG THE SAID NORTH RIGHT OF WAY SOUTH $89^{\circ}57'46''$ EAST 649.19 FEET; THENCE SOUTH $1^{\circ}00'07''$ EAST 7.21 FEET; THENCE NORTH $89^{\circ}51'33''$ EAST 199.89 FEET TO THE NORTHWEST CORNER OF INTERSECTION OF SAID W. AIRPORT ROAD (C.R. 707) AND 12TH STREET; THENCE SOUTH $89^{\circ}26'17''$ EAST 59.64 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED AREA CONTAINS \pm 59137 SQUARE FEET MORE OR LESS.

LINN COUNTY SURVEY 22328 WAS USED AS A REFERENCE.

ANNEXATION MAP
 AT THE REQUEST OF
 CITY OF LEBANON
 IN SEC. 15 AND SEC. 16, T. 12 S., R. 2 W., W.M.
 CITY OF LEBANON, LINN COUNTY, OREGON
 FEBRUARY 04, 2020



LEGEND:
 () DATA OF RECORD PER CS 22328
 [] CALCULATED DATA
 CS COUNTY SURVEY
 PP PARTITION PLAT

REFERENCE SURVEY: CS 22328

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Review Copy
 OREGON
 JUNE 12, 2013
 KYLE W. LATIMER
 #80442
 EXPIRES 12-31-2020



Udell
 ENGINEERING & LAND
 SURVEYING, LLC
 63 EAST ASH ST.
 LEBANON, OR 97355
 PH. (541) 451-5125
 FAX (541) 451-1366
 19-299 COL. ST. ANNEX.

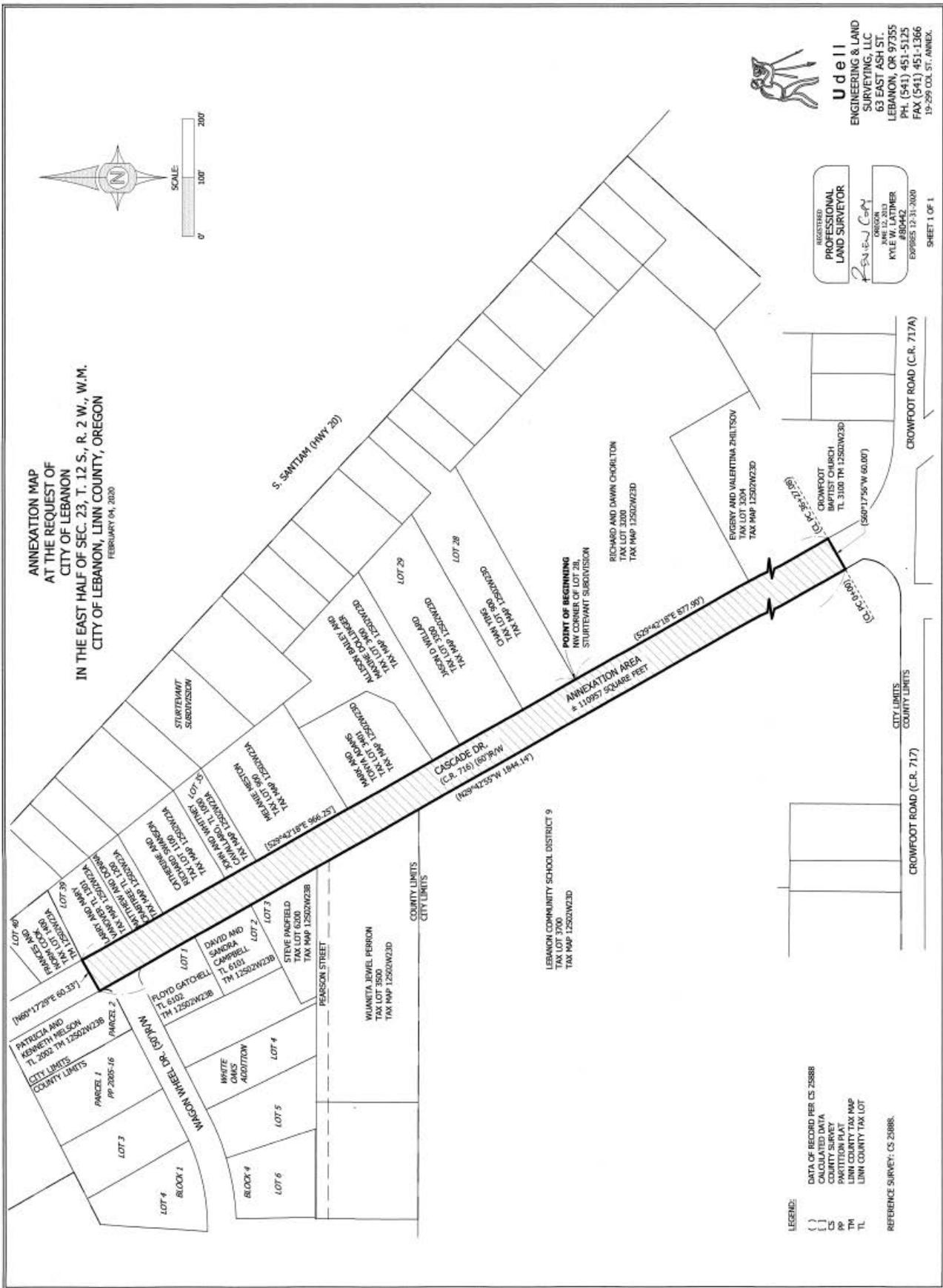
CASCADE DRIVE (C.R. 716)

AN AREA OF LAND LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, CITY OF LEBANON, LINN COUNTY, OREGON AND BEING MORE SPECIFICALLY DESCRIBED AS:

BEGINNING AT POINT ON THE EAST RIGHT OF WAY OF CASCADE DRIVE (C.R. 716) AT THE NORTHWEST CORNER OF LOT 28, STURTEVANT SUBDIVISION, CITY OF LEBANON, OREGON; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 29°42'18" EAST 877.90 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY SOUTH 60°17'56" 60.00 FEET TO A POINT ON THE WEST RIGHT OF WAY OF SAID CASCADE DRIVE (C.R. 716); THENCE ALONG SAID WEST RIGHT WAY NORTH 29°42'55" WEST 1844.14 FEET TO THE EASTERLY SOUTHEAST CORNER OF PARCEL 2, PARTITION PLAT 2005-16; THENCE LEAVING SAID WEST RIGHT OF WAY NORTH 60°17'29" EAST 60.33 FEET TO A POINT ON SAID EAST RIGHT OF WAY AT THE SOUTHWEST CORNER OF LOT 40, OF SAID STURTEVANT SUBDIVISION; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 29°42'18" EAST 966.25 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED AREA CONTAINS ± 110957 SQUARE FEET MORE OR LESS.

LINN COUNTY SURVEY 25888 WAS USED AS A REFERENCE.



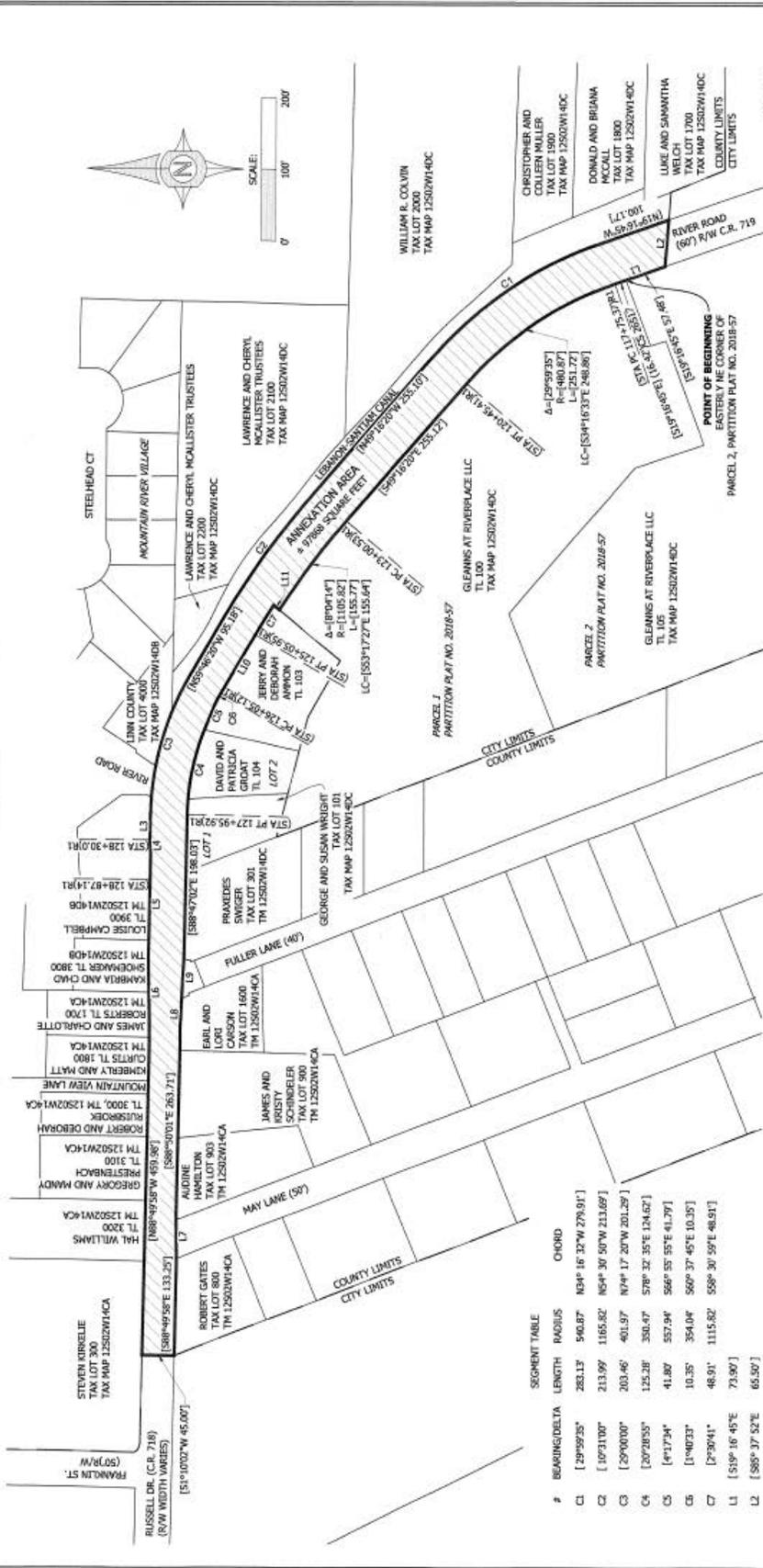
RUSSELL DR. (C.R. 718) AND RIVER ROAD (C.R. 719)

AN AREA OF LAND LOCATED IN THE SOUTH HALF OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, CITY OF LEBANON, LINN COUNTY, OREGON AND BEING MORE SPECIFICALLY DESCRIBED AS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY OF RIVER ROAD (C.R. 719) BEING THE EASTERLY NORTHEAST CORNER OF PARCEL 2, PARTITION PLAT NO. 2018-57, CITY OF LEBANON, LINN COUNTY, OREGON; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 19°16'45" EAST 57.48 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY SOUTH 85°37'52" EAST 65.50 FEET TO A POINT ON THE EAST RIGHT OF WAY OF SAID RIVER ROAD (C.R. 719); THENCE ALONG SAID EAST RIGHT OF WAY NORTH 19°16'45" WEST 100.17 FEET; THENCE ALONG THE ARC OF A 540.87 FOOT RADIUS CURVE TO THE LEFT FOR 283.13 FEET (CHORD BEARS NORTH 34°16'32" WEST 279.91 FEET); THENCE NORTH 49°16'20" WEST 255.10 FEET; THENCE ALONG THE ARC OF A 1165.82 FOOT RADIUS CURVE TO THE LEFT FOR 213.99 FEET (CHORD BEARS NORTH 54°30'50" WEST 213.69 FEET); THENCE NORTH 59°46'20" WEST 95.18 FEET; THENCE ALONG THE ARCH OF A 401.97 FOOT RADIUS CURVE TO THE LEFT FOR 203.46 FEET (CHORD BEARS NORTH 74°17'20" WEST 201.29 FEET); THENCE NORTH 88°57'17" WEST 36.26 FEET; THENCE SOUTH 86°11'41" WEST 16.38 FEET; THENCE NORTH 88°49'44" WEST 148.09 FEET; THENCE SOUTH 89°06'56" WEST 97.57 FEET; THENCE NORTH 88°49'58" WEST 459.98 FEET; THENCE LEAVING THE NORTH RIGHT OF WAY OF RUSSELL DR. (C.R. 718) SOUTH 1°10'02" WEST 45.00 FEET TO THE SOUTH RIGHT OF WAY OF SAID RUSSELL DR. (C.R. 718); THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 88°49'58" EAST 133.25 FEET; THENCE NORTH 89°20'45" EAST 63.04 FEET; THENCE SOUTH 88°50'01" EAST 263.71 FEET; THENCE SOUTH 86°46'09" EAST 36.84 FEET; THENCE SOUTH 86°58'47" EAST 63.43 FEET; THENCE SOUTH 88°47'02" EAST 198.03 FEET; THENCE ALONG THE ARC OF A 350.47 FOOT RADIUS CURVE TO THE RIGHT FOR 125.28 FEET (CHORD BEARS SOUTH 78°32'35" EAST 124.62 FEET); THENCE ALONG THE ARC OF A 557.94 FOOT RADIUS CURVE TO THE RIGHT FOR 41.80 FEET (CHORD BEARS SOUTH 66°55'55" EAST 41.79 FEET); THENCE ALONG THE ARC OF A 354.04 RADIUS CURVE TO THE RIGHT FOR 10.35 FEET (CHORD BEARS SOUTH 60°37'45" EAST 10.35 FEET); THENCE SOUTH 59°46'20" EAST 95.16 FEET; THENCE ALONG THE ARC OF A 1115.82 FOOT RADIUS CURVE TO THE RIGHT FOR 48.91 FEET (CHORD BEARS SOUTH 58°30'59" EAST 48.91 FEET); THENCE SOUTH 39°56'02" WEST 10.08 FEET; THENCE ALONG THE ARC OF A 1105.82 FOOT RADIUS CURVE TO THE RIGHT FOR 155.77 FEET (CHORD BEARS SOUTH 53°17'27" EAST 155.64 FEET); THENCE SOUTH 49°16'20" EAST 255.12 FEET; THENCE ALONG THE ARC OF A 480.87 FOOT RADIUS CURVE TO RIGHT FOR 251.72 FEET (CHORD BEARS SOUTH 34°16'33" EAST 248.86 FEET) THENCE SOUTH 19°16'45" EAST 16.42 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED AREA CONTAINS ± 97868 SQUARE FEET MORE OR LESS.

ANNEXATION MAP
AT THE REQUEST OF
CITY OF LEBANON
LOCATED IN THE RUSSEL T. HILL DLC NO. 77
IN THE SOUTH HALF OF SEC. 14, T. 12 S., R. 2 W., W.M.
CITY OF LEBANON, LINN COUNTY, OREGON
 FEBRUARY 04, 2020



#	BEARING/Delta	LENGTH	RADIUS	CHORD
C1	[29°52'25"	283.13	540.87	434° 15' 32"W 279.91'
C2	[10°31'00"	213.09	1165.82	N54° 30' 50"W 213.69'
C3	[20°00'00"	203.46	401.97	N74° 17' 20"W 201.29'
C4	[20°28'55"	125.28	306.47	S78° 32' 35"E 124.62'
C5	[4°17'34"	41.80	557.94	S66° 55' 55"E 41.79'
C6	[1°40'33"	10.35	354.04	S60° 37' 45"E 10.35'
C7	[2°30'41"	48.91	1115.82	S58° 30' 59"E 48.91'
L1	[51° 16' 45"E	73.90		
L2	[58° 37' 52"E	65.90		
L3	[68° 57' 17"W	35.25		
L4	[58° 11' 41"W	16.38		
L5	[68° 49' 44"W	148.09		
L6	[58° 06' 56"W	97.57		
L7	[68° 20' 45"E	63.04		
L8	[58° 46' 09"E	36.84		
L9	[58° 58' 47"E	63.43		
L10	[55° 46' 20"E	95.16		
L11	[53° 56' 02"W	10.88		

LEGEND:
 [] CALCULATED DATA
 CL COUNTY SURVEY
 RL LINN COUNTY TAX MAP
 TM LINN COUNTY TAX MAP
 TL LINN COUNTY TAX LOT

REFERENCE SURVEY: CS 25946, CS 26517 (PARTITION PLAT NO. 2018-57), ROAD MAP 10539

REGISTERED
PROFESSIONAL LAND SURVEYOR
 REVIEW ONLY
 KYLE W. LATIMER
 #80442
 EXPIRES 12-31-2020

Udell
 ENGINEERING & LAND SURVEYING, LLC
 63 EAST ASH ST.
 LEBANON, OR 97355
 PH. (541) 451-5125
 FAX (541) 451-1366
 19-299 COL. ST. ANNEX.

SHEET 1 OF 1

WASSOM STREET



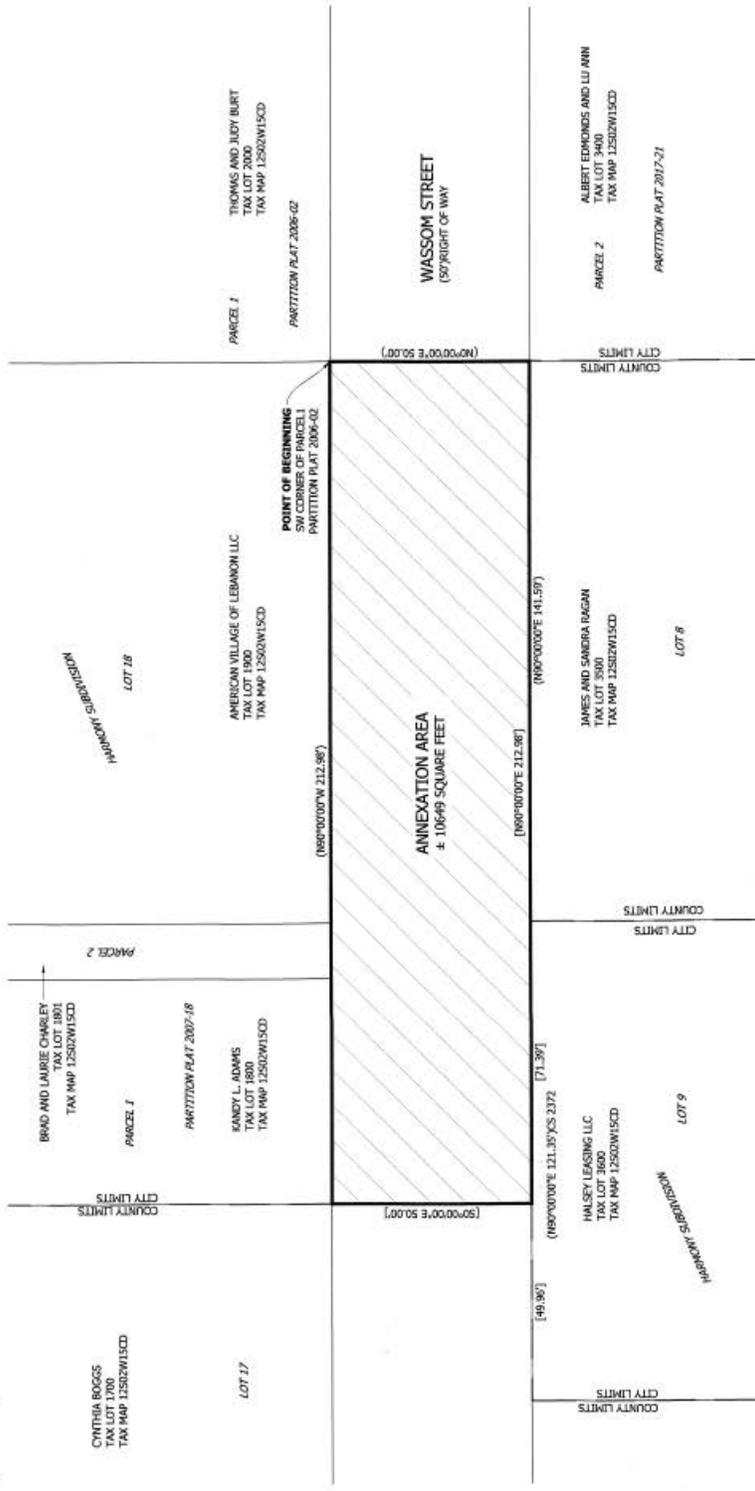
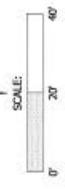
AN AREA OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 12 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, CITY OF LEBANON, LINN COUNTY, OREGON AND BEING MORE SPECIFICALLY DESCRIBED AS:

BEGINNING AT POINT ON THE NORTH RIGHT OF WAY OF WASSOM STREET ALSO BEING THE SOUTHWEST CORNER OF PARCEL 1, PARTITION PLAT NO. 2006-02, CITY OF LEBANON, LINN COUNTY, OREGON; THENCE ALONG SAID NORTH RIGHT OF WAY NORTH 90°00'00" WEST 212.98 FEET TO THE SOUTHWEST CORNER OF PARCEL 1, PARTITION PLAT NO. 2007-18; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 0°00'00" EAST 50.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID WASSOM STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 90°00'00" EAST 212.98 FEET TO THE NORTHWEST CORNER OF PARCEL 2, PARTITION PLAT NO. 2017-21; THENCE LEAVING SAID SOUTH RIGHT OF WAY NORTH 0°00'00" EAST 50.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED AREA CONTAINS ± 10649 SQUARE FEET MORE OR LESS.

LINN COUNTY SURVEY 22389 WAS USED AS A REFERENCE.

ANNEXATION MAP
AT THE REQUEST OF
CITY OF LEBANON
LOCATED IN THE RUSSEL T. HILL, DLC 77
IN THE SW 1/4 SEC. 15, T. 12 S., R. 2 W., W.M.
CITY OF LEBANON, LINN COUNTY, OREGON
 FEBRUARY 04, 2020



LEGEND:
 () DATA OF RECORD PER CS 22389 OR AS NOTED
 [] CALCULATED DATA
 CS COUNTY SURVEY
 REFERENCE SURVEY: CS 22389, CS 2372 (HARMONY SUBDIVISION).

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Renew Copy
 OREGON
 JUNE 17, 2019
 KYLE S. ADAMS
 EXPIRES 12-31-2020

U d e l l
 ENGINEERING & LAND
 SURVEYING, LLC
 63 EAST ASH ST.
 LEBANON, OR 97355
 PH. (541) 451-5125
 FAX (541) 451-1366
 19-29 COL ST. ANNEK

SHEET 1 OF 1

S. 12TH STREET (C.R. 783)



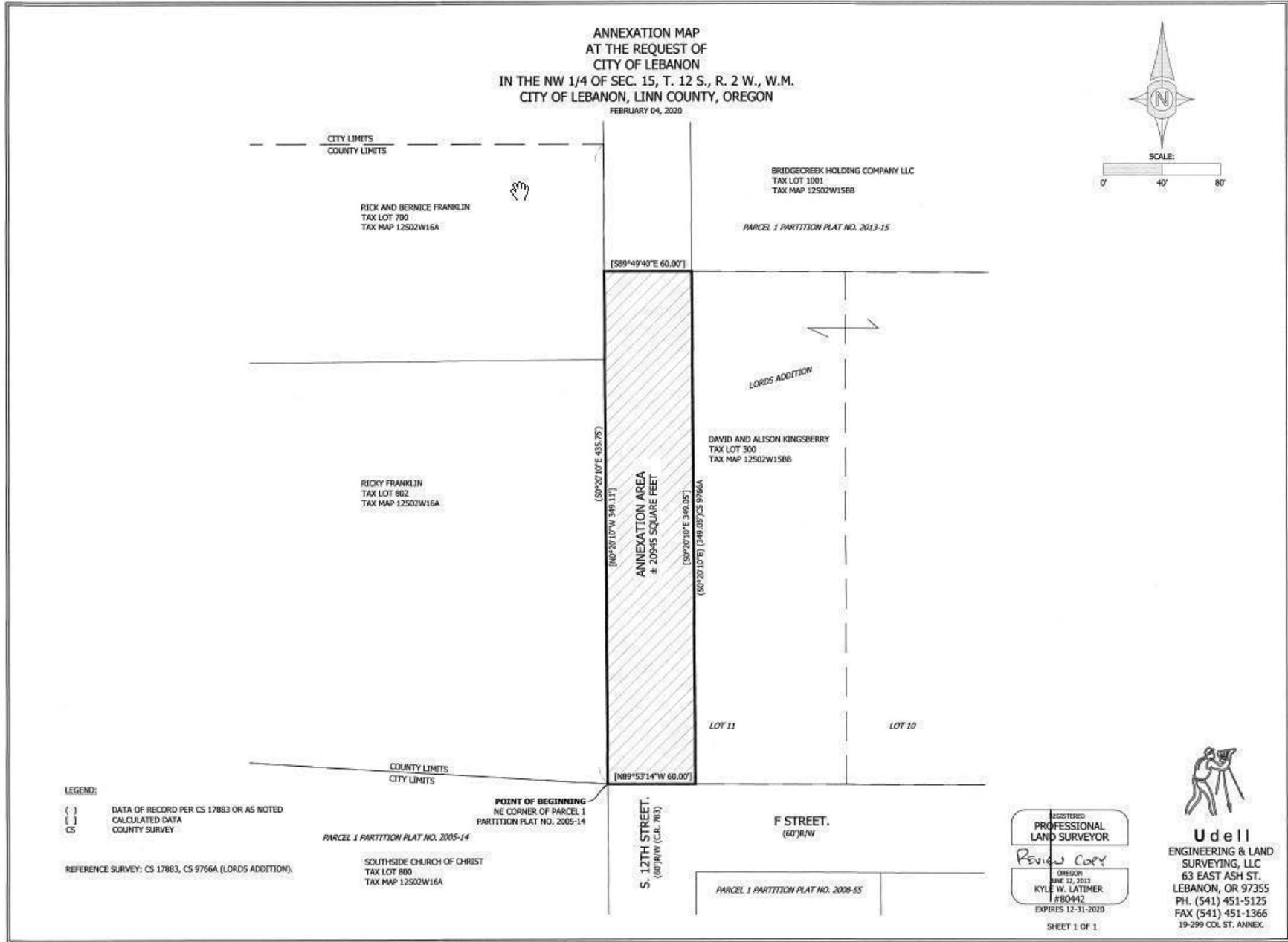
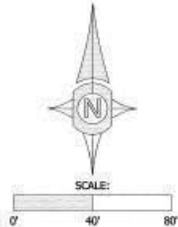
AN AREA OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 12 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, CITY OF LEBANON, LINN COUNTY, OREGON AND BEING MORE SPECIFICALLY DESCRIBED AS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY OF S. 12TH (C.R. 783) STREET BEING THE NORTHEAST CORNER OF PARCEL 1, PARTITION PLAT NO. 2005-14, CITY OF LEBANON, LINN COUNTY, OREGON; THENCE ALONG SAID WEST RIGHT OF WAY NORTH 0°20'10" WEST 349.11 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY SOUTH 89°49'40" EAST 60.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF SAID S. 12TH STREET (C.R. 783) BEING THE NORTHWEST CORNER OF LOT 11, LORDS ADDITION; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 0°20'10" EAST 349.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 89°53'14" WEST 60.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED AREA CONTAINS ± 20945 SQUARE FEET MORE OR LESS.

LINN COUNTY SURVEY 17883 WAS USED AS A REFERENCE.

ANNEXATION MAP
 AT THE REQUEST OF
 CITY OF LEBANON
 IN THE NW 1/4 OF SEC. 15, T. 12 S., R. 2 W., W.M.
 CITY OF LEBANON, LINN COUNTY, OREGON
 FEBRUARY 04, 2020



LEGEND:

- () DATA OF RECORD PER CS 17883 OR AS NOTED
- [] CALCULATED DATA
- CS COUNTY SURVEY

REFERENCE SURVEY: CS 17883, CS 9766A (LORDS ADDITION).

POINT OF BEGINNING
 NE CORNER OF PARCEL 1
 PARTITION PLAT NO. 2005-14

PARCEL 1 PARTITION PLAT NO. 2005-14

SOUTHSIDE CHURCH OF CHRIST
 TAX LOT 800
 TAX MAP 12502W16A

PARCEL 1 PARTITION PLAT NO. 2008-55

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Review Copy

OREGON
 JUNE 12, 2013
 KYLE W. LATIMER
 #80442
 EXPIRES 12-31-2020

SHEET 1 OF 1



Udell
 ENGINEERING & LAND
 SURVEYING, LLC
 63 EAST ASH ST.
 LEBANON, OR 97355
 PH. (541) 451-5125
 FAX (541) 451-1366
 19-299 COL. ST. ANNEX.

EXHIBIT B LEBANON CITY COUNCIL FINDINGS

I. NATURE OF THE APPLICATION

This matter comes before the Lebanon Planning Commission on the application of the City of Lebanon to annex various street segments within the UGB into the City.

II. GENERAL INFORMATION

A. Site Location

Various street segments throughout the City, including portions of: Airport Road near Airway; Airport Road near Cypress Court; 12th Street at F Street; Cascade Drive near Crowfoot Road; Russell Drive near Franklin Street; and portions of Wassom Street.

B. Site Development and Zoning

All areas under consideration for annexation are street segments within the public right-of-way. There is no assignment of zoning.

C. Adjacent Zoning and Land Uses

All street segments to be annexed are adjacent to properties within the City limits and are an extension of other street segments currently within City limits.

D. Proposal

Under consideration is the proposed annexation of various street segments within the UGB into the City.

III. PUBLIC HEARING

A. Planning Commission Action

On June 17, 2020 and June 24, 2020, the Lebanon Planning Commission held a public hearing on this application. At the hearing, Planning File A20-02 was made a part of the record. The City noticed the hearing pursuant to Chapter 16.20 of the Lebanon Development Code. No objection was raised as to jurisdiction, evidence or testimony presented at the hearing. At the end of the hearing, the Planning Commission deliberated on the issue and voted to recommend the City Council approve the proposed Annexation and corresponding zoning designation. The Commission found the proposal consistent with the applicable decision criteria.

B. City Council Action

B. City Council Action

A public hearing was held before the City Council on July 8, 2020. The City noticed the hearing pursuant to Chapter 16.20 of the Lebanon Development Code. No objection was raised as to

jurisdiction, evidence or testimony presented at the hearing. At the end of the hearing, the City Council deliberated on the issue and found the proposal consistent with the applicable decision criteria.

IV. FINDINGS OF FACT-GENERAL

The Lebanon Planning Commission, after careful consideration of the testimony and evidence in the record, adopts the following General Findings of Fact:

- A. The applicant is the City of Lebanon.
- B. The subject area is comprised various street segments throughout the City, including portions of: Airport Road near Airway; Airport Road near Cypress Court; 12th Street at F Street; Cascade Drive near Crowfoot Road; Russell Drive near Franklin Street; and portions of Wassom Street.
- C. All areas under consideration for annexation are street segments within the public right-of-way. There is no assignment of zoning.
- D. All street segments to be annexed are adjacent to properties within the City limits and are an extension of other street segments currently within City limits.
- E. Under consideration is the proposed annexation of various street segments within the UGB into the City.
- F. The decision to approve or deny shall be based on criteria contained in the Lebanon Development Code, Chapter 16.26 – Annexations.

V. APPLICATION SUMMARY

- A. The subject area is comprised various street segments throughout the City, including portions of: Airport Road near Airway; Airport Road near Cypress Court; 12th Street at F Street; Cascade Drive near Crowfoot Road; Russell Drive near Franklin Street; and portions of Wassom Street. The purpose and intent behind the proposed annexations are to organize the jurisdictional boundaries of the City. This will assist in the enforcement action for the police and sheriff's departments and allow our local police department to better enforce parking restrictions throughout the City. As streets are not assigned a zoning designation, the only action under consideration is the land annexation. There is no assignment of initial zoning associated with this procedure.
- B. The Department contacted the Department of Land Conservation and Development, affected agencies and area property owners regarding the application. No comments were submitted.

VI. CRITERIA AND FINDINGS

The subject property is located within the City's Urban Growth Boundary (UGB) and is eligible for annexation into the City limits. Annexation application and review requirements are contained in Chapter 16.26 of the Lebanon Development Code. Annexations require a

hearing before the Planning Commission and City Council. The purpose of the Commission hearing is to review the request and recommend whether the Council should approve or deny the Annexation.

Section 16.26.060 contains the decision criteria for an annexation with specific requirements in Section 16.26.060.A. This Section requires compliance with provisions in the City Annexation Ordinance and Lebanon Comprehensive Plan, Chapter 3 – Urbanization. Essentially, the Annexation Ordinance and Comprehensive Plan decision criteria are the same. The findings are combined to avoid duplication:

1. Annexation Ordinance Section 2. - All Annexations shall conform to the requirements of the Lebanon Municipal Code, Annexation Ordinance, Lebanon Land Development Ordinance (i.e., Development Code), City of Lebanon/Linn County Urban Growth Management Agreement and shall be consistent with applicable State law.

Comprehensive Plan Annexation Policy #P-19: [The City shall] recognize and act on the basis that all annexations shall conform to the requirements of the Lebanon Municipal Code, Annexation Ordinance, Lebanon Land Development Ordinance, City of Lebanon/Linn County Urban Growth Management Agreement (UGMA), and shall be consistent with applicable State law.

FINDING: The application sites include public street segments located within the City of Lebanon Urban Growth Boundary and is contiguous with city limits, therefore eligible for annexation per the Annexation Ordinance, and the Municipal and Development Codes. The annexation is not inclusive of a Comprehensive Plan Map Amendment as there is no zoning assigned to public rights-of-way. As the street segments are existing, it is determined that the annexation has already been accounted for in the City’s Facilities Plan, including the Transportation System Plan. The proposal complies with the Annexation requirements.

2. Annexation Ordinance Section 3. - All Annexations shall be consistent with the goals and policies of the Lebanon Comprehensive Plan.

Comprehensive Plan Annexation Policy #P-20: [The City shall] recognize and act on the basis that all annexations shall be consistent with the goals and policies of the Lebanon Comprehensive Plan.

FINDING: The Annexation Ordinance policies are consistent with, and often mirror, the Comprehensive Plan Annexation Policies. The State acknowledges that the City’s Comprehensive Plan complies with all applicable Statewide Planning Goals and statutes, recognizing the consistency of the Plan goals and policies. Therefore, compliance with the applicable Comprehensive Plan policies ensures compliance with the Annexation Ordinance. Findings in the following Sections detail this proposal’s compliance with all applicable policies.

3. Annexation Ordinance Section 4. - All lands included within the Urban Growth Boundary are eligible for annexation and urban development. Areas within the Urban Growth Boundary with designated environmental constraints may be annexed and utilized as functional wetlands, parks, open space and related uses.

Comprehensive Plan Annexation Policy #P-21: [The City shall] recognize and act on the basis that all lands included within the Urban Growth Boundary are eligible for annexation and urban development. (Areas within the Urban Growth Boundary with designated environmental constraints may be annexed and utilized as functional wetlands, parks, open space and related uses.)

FINDING: All lands included in the annexation proposal are improved public rights-of-way. There are no identified environmental constraints, and no development would occur within the annexation areas.

4. Annexation Ordinance Section 5. - The City shall only annex land that is contiguous to the existing City limits and is within the City's UGB.

Comprehensive Plan Annexation Policy #P-22: [The City shall] only annex land that is contiguous to the existing City limits and is within the City's UGB.

FINDING: All rights-of-way segments included in the annexation proposal are contiguous with properties within city limits.

5. Annexation Ordinance Section 6. - An annexation shall be deemed orderly if the annexation territory is contiguous to the existing City limits. An annexation is efficient if the annexation territory can be developed or redeveloped to an urban use. Urban uses may include wetlands, parks, open space and related uses.

Comprehensive Plan Annexation Policy #P-23: [The City shall] deem an annexation orderly if the annexation territory is contiguous to the existing City Limits, and deem an annexation efficient if the annexation territory can be developed or redeveloped to an urban use (urban uses may include functional wetlands, parks, open space and related uses).

FINDINGS: All land included in the annexation proposal is improved public rights-of-way. No zoning will be designated to the property as it is land designated for public rights-of-way. The annexation of these street segments is orderly as it is contiguous to existing city limits, and the annexation of these street segments would allow for orderly development and redevelopment of properties within the City, as the City would have jurisdiction over any required improvements to the public rights-of-way as development occurs.

6. Annexation Ordinance Section 7. - Development proposals are not required for annexation requests.

Comprehensive Plan Annexation Policy #P-24: [The City shall] recognize and act on the basis that development proposals are not required for annexation requests.

FINDING: The application does not include a development proposal, and no development would occur in the future due to the use and nature of the annexed land for use and public rights-of-way.

7. Annexation Ordinance Section 8. - As part of the annexation process of developed property or properties, the City shall consider the anticipated demands to access key City-

provided urban utility services, which are water, storm drainage, sanitary sewer, and streets, of existing development within the annexation territory.

Comprehensive Plan Annexation Policy #P-25: [The City shall] consider as part of the annexation process of developed property or properties, the anticipated demands to access key City-provided urban utility services, which are water, storm drainage, sanitary sewer, and streets, of existing development within the annexation territory.

FINDING: The annexation proposal would not create a demand on utility services as the land is identified as public rights-of-way, and no development could occur on the land that would create a demand on utilities.

8. Annexation Ordinance Section 9. - As part of the annexation process of developed property or properties, the City shall consider the impacts on key City-provided urban utility services needed to serve these properties, which are water, storm drainage, sanitary sewer, and streets.

Comprehensive Plan Annexation Policy # P-26: [The City shall] Consider as part of the annexation process of developed property or properties, the impacts on the capacities of key City-provided urban utility services needed to satisfy the anticipated demands of the properties discussed in P-25 above.

FINDING: The annexation proposal would create a positive impact on the street system by providing the city jurisdiction to appropriately plan the street network in the city. There would be no impact on the other utilities as no development would occur within the land annexation area as it is all limited to public rights-of-way.

9. Annexation Ordinance Section 10. - Needed Public rights-of-way, as identified in adopted transportation plans as necessary for the safe and efficient movement of traffic, bicycles and pedestrians, shall be dedicated to the City either with annexation or when the property develops and/or redevelops and creates an increased demand for the benefits provided by additional rights-of-way dedication.

FINDING: The annexation proposal addresses previous property annexations that did not include the portion of public right-of-way associated with the annexation. This action provides conformance of previous annexations.

10. Annexation Ordinance Section 11. - Upon annexation, the annexation territory shall be assigned zoning classifications in accordance with the adopted Comprehensive Plan Map, as shown in the City's Annexation Zoning Matrix. Such zoning assignments in and of themselves are not a zoning map change and shall not require approval of a zoning map amendment, or a separate proceeding.

FINDING: All lands associated with the annexation proposal include public rights-of-way, which is not assigned a zoning designation. As such, this finding is not applicable.

11. Annexation Ordinance Section 12. - If a zoning designation other than one in accordance with the Comprehensive Plan Map (shown in the Annexation Zoning Matrix) is requested by an applicant, the zoning requested shall not be granted until the Comprehensive Plan Map is appropriately amended to reflect concurrence. Such an amendment shall require a

separate application, hearing and decision, which may be held concurrently with an annexation hearing and will not become effective until the annexation is complete.

FINDING: All lands associated with the annexation proposal include public rights-of-way, which is not assigned a zoning designation. As such, this finding is not applicable.

12. Annexation Ordinance Section 13. - The areas within the Urban Growth Boundary with designated environmental constraints may be annexed and developed as functional wetlands, parks, open space and related uses.

FINDING: All lands associated with the annexation proposal include public rights-of-way, and do not have any designated environmental constraints.

13. Annexation Ordinance Section 14. - An “urban use” is hereby defined as any land use that is authorized under the terms and provisions of the land use regulations, Zoning Ordinance (i.e., Development Code), Subdivision Ordinance, Comprehensive Plan, and other related documents of the City of Lebanon.

FINDING: This Section does not apply as the provisions in this Section provide a definition and not a decision criterion.

14. Annexation Ordinance Section 15. - At the applicant’s discretion and with the City’s concurrence, a development or redevelopment proposal for an annexation territory may be acted upon by the Planning Commission immediately following the Commission’s hearing on the annexation proposal and a decision of recommendation of approval to the City Council. However, any approval of the Planning Commission of such a development or redevelopment proposal must be contingent upon subsequent approval of the annexation by City Council.

FINDING: The request does not contain a concurrent development request.

15. Comprehensive Plan Annexation Policy # P-27: Expand the City Limits as necessary to accommodate development, including housing, commercial, industrial, and services (that will in turn accommodate population growth).

FINDING: This Policy does not directly apply as the proposal simply incorporates an existing urbanized parcel into the City limits.

VII. CONCLUSION

The City Council concludes the proposed Annexation complies with the applicable decision criteria.

Agenda Item 3



925 S. Main Street
Lebanon, Oregon 97355

TEL: 541.258.4214
mapken@ci.lebanon.or.us
www.ci.lebanon.or.us

MEMORANDUM

Finance Department

To: Mayor, Council & Ron Whitlach, Interim City Manager

Date: July 1, 2020

From: Matt Apken, Finance Director

Subject: Update to Resolution Levying Taxes

I. INTRODUCTION

Each year the city certifies the delinquent sewer and storm drain charges for customers without water service. The county requires that these amounts be included in our resolution levying taxes. Our original resolution levying taxes is done during the budget process, but we are required to take into consideration payments through June we are determining the amounts to certify.

II. CURRENT REPORT

We have prepared a resolution updating the amounts to certify the taxes for fiscal year 2021.

III. RECOMMENDATION

Motion to approve Resolution 2020-16 which amends Resolution 2020-11.

**A RESOLUTION AMENDING SECTION 1 OF) RESOLUTION NO. 2020-16
 RESOLUTION NO. 2020-11 TO INCLUDE)
 DELINQUENT SEWER AND STORM DRAIN)
 ASSESSMENTS)**

THE CITY OF LEBANON ORDAINS AS FOLLOWS:

Section 1. Section 1 of Resolution No. 2020-11, approved by the Lebanon City Council on June 10, 2020, is amended to include the following:

	<u>Subject to the General Governmental Limitation</u>	<u>Excluded from the Limitation</u>
Delinquent Sewer Charges		\$ 25,416.81
Delinquent Storm Drain Charges		\$ 2,988.43

Section 2. All other provisions of Resolution No. 2020-11 remain in effect as of the date of its passage.

Section 3. This Resolution is effective immediately upon its passage.

Passed by the Lebanon City Council and executed by the Mayor on this 8th day of July 2020 by a vote of _____ yeas and _____ nays.

 Paul R. Aziz, Mayor
 Jason Bolen, Council President

ATTEST:

 Kim Scheafer, MMC, City Recorder

Agenda Item 4



925 S. Main Street
Lebanon, Oregon 97355

TEL: 541.258.4214
mapken@ci.lebanon.or.us
www.ci.lebanon.or.us

MEMORANDUM

Finance Department

To: Mayor, Council & Ron Whitlach, Interim City Manager

Date: July 1, 2020

From: Matt Apken, Finance Director

Subject: LURA Correction of Resolution Levying Taxes

I. INTRODUCTION

Each year during the budget process documents are pulled forward from one year to the next to help complete the new process. This year the same thing happened.

II. CURRENT REPORT

I noticed while preparing forms that go to the county that one of the numbers did not get updated from the prior year to match what the budget committee approved and what the City intended. This is the property value the taxes for the Northwest Lebanon Urban Renewal Districts will be based on. The correct number is \$60,000,000 not the \$105,000,000 from the prior year.

III. RECOMMENDATION

Motion to approve Resolution 2020-07 which amends Resolution 2020-13.

A RESOLUTION AMENDING SECTION 1 OF) RESOLUTION NO. 2020-07
RESOLUTION NO. 2020-13 TO CORRECT)
REQUEST FOR TAXES FOR THE NORTHWEST)
LEBANON URBAN RENEWAL DISTRICT)

THE CITY OF LEBANON ORDAINS AS FOLLOWS:

Section 1. Section 1 of Resolution No. 2020-13, approved by the Lebanon Urban Renewal Agency on June 10, 2020, is amended as follows:

To certify to the county assessor for the Northwest Lebanon Urban Renewal District Plan Area a request for taxes at the increment property value of \$60,000,000, which is less than the maximum division of taxes that may be raised by dividing the taxes under Section 1c, Article IX, of the Oregon Constitution and ORS Chapter 457.

Section 2. All other provisions of Resolution No. 2020-13 remain in effect as of the date of its passage.

Section 3. This Resolution is effective immediately upon its passage.

Passed by the Lebanon City Council and executed by the Mayor on this 8th day of July 2020 by a vote of _____ yeas and _____ nays.

Paul R. Aziz, Mayor
Jason Bolen, Council President

ATTEST:

Kim Scheafer, MMC, City Recorder

Agenda Item 5



925 S. Main Street
Lebanon, Oregon 97355

TEL: 541.258.4212
mapken@ci.lebanon.or.us
www.ci.lebanon.or.us

MEMORANDUM

Finance Department

To: Mayor, Council & Ron Whitlatch, Interim City Manager
From: Matt Apken, Finance Director
Subject: PFM Financial Advisors LLC Agreement

June 29, 2020

I. INTRODUCTION

The City has numerous outstanding debts and we frequently review them and determine if we can refinance them and get better terms. I have reached out to several other City and they all recommend using a municipal financial advisor when working on issuing debt.

II. CURRENT REPORT

PFM Financial Advisors LLC is registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"). This company has presented several times at the Oregon Government Finance Officers Association conferences and is highly recommended. Some of the services they could provide are:

- Prepare a request for financing proposals on behalf of the City and circulate to prospective lenders
- Evaluate lending proposals – rates, terms, covenants, etc. – and compare against one another and against a hypothetical public offering of debt
- Recommend a specific proposal based on the City's goals and risk tolerance
- Coordinate with other parties necessary for the refunding (escrow agent, verification agent)
- Review and comment on the financing resolution
- Prepare presentation materials for the City Council, and discuss the plan of finance with Council, if applicable
- Review the financing agreement and other closing documents
- Prepare the final numbers packet and coordinate the closing wires

III. RECOMMENDATION

Staff recommends for a motion to approve staff to enter into a contract with PFM Financial Advisors LLC.

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This agreement (“Agreement”), made and entered into this ___ day of _____, 20___, by and between the City of Lebanon, Oregon (the “City”) and PFM Financial Advisors LLC (hereinafter called “PFM”) sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, the City desires to obtain the services of a financial advisor to develop and assist in implementing the City’s strategies to meet its current and long-term financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the City and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the City, services related to debt planning, debt policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. The City acknowledges and agrees that most tasks requested by the City will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by PFM which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the City and PFM. Upon request of the City, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the City and PFM or its respective affiliate.

II. WORK SCHEDULE

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the City for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If the City has designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided herein. PFM shall not be responsible for, or have any liability in connection with, verifying that PFM is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). The City

acknowledges and agrees that any reference to PFM, its personnel and its role as IRMA, including in the written representation of the City required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by PFM. The City further agrees not to represent that PFM is the City's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without PFM's prior written consent.

2. MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's Disclosure Statement delivered to the City together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and the City shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented expenses incurred, including required travel. Upon request of the City, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective until June 30, 2022 (the "Initial Term") and upon mutual agreement between the City and PFM, may be renewed for additional 2 year periods (each a "Renewal Term" and together with the Initial Term, the "Term"). Either party may cancel this Agreement upon thirty (30) days written notice to the other party.

VI. ASSIGNMENT

PFM shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the City; provided that upon notice to City, PFM may assign this Agreement or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

VII. INFORMATION TO BE FURNISHED TO PFM

All information, data, reports, and records ("Data") in the possession of the City or any third party necessary for carrying out any services to be performed under this Agreement shall be furnished to PFM and the City shall, and shall cause its agent(s) to, cooperate with PFM in its

conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the City in connection with a municipal securities transaction or municipal financial product and/or relevant to the City's determination whether to proceed with a course of action. To the extent City requests that PFM provide advice with regard to any recommendation made by a third party, City will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. The City acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this Agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VIII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated address below. The parties designate the following as the respective places for giving notice, to wit:

CITY OF LEBANON

925 South. Main Street
Lebanon, OR 97355
Attention: Matt Apken, CPA, Finance Director

PFM FINANCIAL ADVISORS LLC

650 Northeast Holladay Street, Suite 1600
Portland, OR 97232
Attention: Managing Director
With copy to Duncan Brown, Director

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the City. Subject to the exception described above, upon termination of this Agreement, at the City's reasonable request no later than three (3) years after the termination of this Agreement PFM shall deliver to the City copies of any deliverables pertaining to this Agreement.

X. PFM'S REPRESENTATIVES

The City has the right to request, for any reason, PFM to replace any member of the advisory team. Should the City make such a request, PFM shall promptly suggest a substitute for approval by the City.

XI. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with performance of its services hereunder; (ii) any error of judgment or mistake of law; (iii) any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product, or (iv) any financial or other damages resulting from the City's election to act, or not to act, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to the City.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of the City by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Oregon. PFM and the City agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between the City and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between the City and an affiliate of PFM shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

IN WITNESS THEREOF, the City and PFM have executed this Agreement as of the day and year herein above written.

CITY OF LEBANON, OREGON

By: _____
Matt Apken, CPA, Finance Director

Date: _____

PFM FINANCIAL ADVISORS LLC

By: _____
_____, Managing Director

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. Services related to debt transactions (including short term financings, notes, loans, letters of credit, line of credit and bonds) subject to transaction fees as set forth in Exhibit B, Section 1. Upon the request of the City or as required to complete the financing transaction:

- Develop, or review, a financing plan in concert with the City's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Advise as to the various financing alternatives available to the City.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.
- Review and comment on authorizing documents and other legal documents related to the transaction.
- Attend meetings of the City Council, City staff, and other advisors/consultants as applicable.
- Assist the City by recommending the best method of sale, either as a negotiated sale, direct (bank) placement or a competitive sale.
- In a competitive sale, make recommendation as to the determination of the best bid.
- In a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- In a direct bank placement, assist the City in the solicitation, review and evaluation of lender proposals, and provide advice and information necessary to aid in the selection of a preferred lender.
- Assist the City in the procurement of other services relating to debt issuance such as escrow agent, verification agent, paying agent/registrar, etc.
- Coordinate with the City's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in offering documents.
- Review Preliminary Official Statements and final Official Statements prepared on behalf of the City for use in marketing any bonds and meeting regulatory requirements.
- If applicable, develop credit rating presentation(s) and coordinate with the City the presentation(s) to credit rating agencies.

- As applicable, advise the City on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the City in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any bond offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- For any competitive sale of bonds or notes, prepare (or assist in the preparation of) the official notice of sale, recommend sale parameters, take steps necessary to ensure broad market exposure of the issue, through the use of newswire services and official statement distribution, and perform additional steps necessary and customary for competitive bond sales.
- Arrange for the closing of the transaction including final delivery of the bonds.
- Provide other services as necessary and appropriate to complete the transaction.

2. General, ongoing services relative to periodic market updates, financial planning, credit ratings, and policy development, subject to fees forth in Exhibit B, Section 2. Upon request of the City:

- Provide general advice, input, and planning as may be requested from time to time by the City.
- Evaluate the City's capital financing plans and needs, and the City's financial resources, relative to any proposed financing.
- Provide analysis of financing options, identify risks, and advise on the feasibility of financing plans.
- Periodically review outstanding obligations for the City for potential debt consolidation or refinancing opportunities that may benefit to the City.
- Advise the City of changes in state or federal law that may be relevant to the City's future financing plans.
- If requested, serve as the City's IRMA in connection with the "Municipal Advisor Rule," and review proposals/analysis provided by underwriters, banks, and other third parties.
- Attend meetings with the City Council, City's staff, consultants, and other professionals.

In addition to the services identified above, PFM may also perform special projects as requested by the City. The scope of such project will be identified prior to undertaking the project. Such projects will be subject to fees based upon hourly rates, as set forth in Exhibit B, Section 2.

EXHIBIT B
COMPENSATION FOR SERVICES

1. Transaction Fees

The compensation schedule for financing transactions according to the scope of work in Exhibit A, Section 1, will be billed at closing as follows:

<u>Bond Size</u>	<u>Issuance Fee per \$1,000</u>
For financing up to \$20 million	\$1.50 per \$1,000, with a \$25,000 minimum
For financing over \$20 million	\$30,000 plus \$0.75 per \$1,000 over \$20 million

Interim financing may be subject to a reduced fee, depending on the time and complexity of the transaction and the specific services provided.

2. Hourly Project Fees (Non-Transaction Related)

For non-transaction services provided according to the scope of work in Exhibit A, Section 2, PFM will charge hourly fees as follows:

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director/Director	\$320
Senior Managing Consultant	\$300
Senior Analyst	\$250
Analyst	\$210
Associate	\$185

In the event the City requests that PFM perform a significant special project beyond the scope of work contained in Exhibit A, Section 2, fees will be negotiated in advance of the project generally based upon the aforementioned hourly rates for the indicated levels of experience or their equivalents will apply. No such fee will be charged to the City without first entering into a written addendum or memorandum documenting the requested services and expected fee. Additionally, in the event a financing is started, but cancelled at the City's request, accrued time will be billed at hourly rates as described above.

For each contract year following the initial contract year (each, individually, a "Subsequent Contract Year"), hourly fee rates shall be calculated by comparing the "All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average" (the "Index") for the end of month immediately preceding the start of the Subsequent Contract Year and the Index on the date one year prior to that end of month. The greater of zero percent and the percentage change in the Index shall be applied to the hourly fee rate schedule above and shall be the hourly fee rates for the applicable Subsequent Contract Year. For example, and for avoidance of doubt, for a Subsequent Contract Year commencing July 1, 2021, the Index in effect on June 30, 2021 will be compared to the Index in effect on June 30, 2020. The percentage change in the Index will then be applied to increase the hourly rates by a similar percentage.

EXHIBIT C
INSURANCE

PFM Financial Advisors LLC (“PFM”) has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$40 million and \$25 million single loss/ \$50 million aggregate, respectively. PFM also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$250 comprehensive & \$250 collision

Cyber-Liability \$25,000

General Liability \$0

Professional Liability (E&O) \$1,000,000

Financial Institution Bond \$75,000

Insurance Company & AM Best Rating

Professional Liability (E&O):	Endurance American Specialty Insurance (A+; XV) Argonaut Insurance Company; (A+; XIV) Everest National Insurance Company; (A+; XV) XL Specialty Insurance Company; (A; XV) Continental Casualty Company; (A; XV) Starr Indemnity & Liability Company; (A; XV) Federal Insurance Company; (A++; XV)
Financial Institution Bond:	Federal Insurance Company; (A++; XV) Great American Insurance Company; (A+; XV) U.S. Fire Insurance Company; (A; XV)
Cyber Liability:	Greenwich Insurance Company (A+; XV) Arch Insurance Company; (A+; XV)
General Liability:	Great Northern Ins. Company; (A++; XV)
Automobile Liability:	Great Northern Ins. Company; (A++; XV)
Excess /Umbrella Liability:	Federal Insurance Company (A++; XV)
Workers Compensation & Employers Liability	Vigilant Insurance Company; (A++; XV)

**DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER
IMPORTANT MUNICIPAL ADVISORY INFORMATION
PFM Financial Advisors LLC**

I. Introduction

Public Financial Management, Inc., PFM Financial Advisors LLC, and PFM Swap Advisors LLC (hereinafter, referred to as “We,” “Us,” or “Our”) are registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

How We Identify and Manage Conflicts of Interest

Code of Ethics. The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

Policies and Procedures. We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

Supervisory Structure. We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees’ activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client’s evaluation or the integrity of Our management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement, and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm's Affiliates

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate's business with the client could create an incentive for Us to recommend a course of action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, We may be perceived as recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client's best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee bases. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients

We regularly provide financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes an "Informational Bubble" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

Disclosure Related to Legal and Disciplinary Events

As registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in '**Item 9 Disclosure Information**' of form MA, '**Item 6 Disclosure Information**' of form MA-I, and if applicable, the corresponding disclosure reporting page(s) ("DRP"). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access PFM Financial Advisors LLC forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC –

<http://www.sec.gov/cgi-bin/browse-edgar?company=PFM+Financial&owner=exclude&action=getcompany>

III. Specific Conflicts of Interest Disclosures – City of Lebanon, Oregon

To Our knowledge, following reasonable inquiry, We make the additional disclosure(s) of actual or potential conflicts of interest cited below in connection with the municipal advisory services currently being contemplated for client.

Disclosure Pertaining to Build America Mutual Assurance Company

Two individual Board members of PFM I, LLC, a holding company which includes ownership of Public Financial Management Inc. and PFM Financial Advisors LLC (collectively, referred to as “PFM”) among other affiliates, are also members of the board of directors of municipal bond insurer Build America Mutual Assurance Company (“BAM”). Both serve on the BAM Board in their personal capacity, and not in the interests of PFM, and there are no joint business efforts between the PFM and BAM. Further, neither is involved in the day-to-day operations of either PFM or BAM. We mitigate any potential or actual conflict by requiring, in addition to our disclosure, that there be a review of the municipal securities transaction or municipal financial product recommended to ensure that it is suitable for the client in light of various factors, including the client’s needs, objectives and financial circumstances.

IV. Municipal Advisory Complaint and Client Education Disclosure

The MSRB protects state and local governments and other municipal entities and the public interest by promoting fair and efficient municipal securities markets. To that end, MSRB rules are designed to govern the professional conduct of brokers, dealers, municipal securities dealers and municipal advisors. Accordingly, if you as municipal advisory customer have a complaint about any of these financial professionals, please contact the MSRB’s website at www.msrb.org, and consult the MSRB’s Municipal Advisory Client brochure. The MSRB’s Municipal Advisory Client brochure describes the protections available to municipal advisory clients under MSRB rules, and describes the process for filing a complaint with the appropriate regulatory authority.

PFM’s Financial Advisory services are provided by Public Financial Management Inc., and PFM Financial Advisors LLC. PFM’s Swap Advisory services are provided by PFM Swap Advisors LLC. All entities are registered municipal advisors with the MSRB and SEC under the Dodd Frank Act of 2010.

Agenda Item 6



925 S. Main Street
Lebanon, Oregon 97355

TEL: 541.258.4212
mapken@ci.lebanon.or.us
www.ci.lebanon.or.us

MEMORANDUM

Finance Department

To: Mayor, Council & Ron Whitlatch, Interim City Manager
From: Matt Apken, Finance Director
Subject: COVID-19 Grant Agreement

June 29, 2020

I. INTRODUCTION

The City has been forced to response to the unprecedented issue of the Coronavirus. This has come with additional expenses that otherwise would not have been experienced. The Federal Government has past new legislation that has provided some money to States that will can help offset the expenses specifically related to the COVID-19 response.

II. CURRENT REPORT

The state had asked the City to provide what amount they had spent on COVID-19 through May 15th, 2020. The City started tracking time staff spent working exclusively on COVID-19 when the state of emergency was declared. Also the City started labeling invoices paid for COVID-19 as such so we were able to quickly gather the costs to that time of over \$93,000. They State has now requested that we enter into a grant agreement to receive the reimbursed funds and with potentially more funds for expenses after May 15th, 2020

III. RECOMMENDATION

Staff recommends a motion to approve staff to enter into a grant with the State of Oregon for COVID-19 costs.

STATE OF OREGON GRANT AGREEMENT

Grant No. 1084

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Administrative Services (“Agency”) and City of Lebanon (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19 during the period of March 1, 2020 through December 30, 2020. This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the First Cost Period, as that term is defined below.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of March 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on December 30, 2020.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Gerold Floyd
Department of Administrative Services
Attention: Coronavirus Relief Fund
155 Cottage Street NE, Salem, OR 97301
Phone: 503-378-2709
Email: CoronavirusReliefFund@Oregon.gov

4.2 Grantee’s Grant Manager is:

Name: Matt Apken, Finance Director

Address: 925 S Main, Lebanon, OR 97355

Phone: 541-258-4212

Email: mapken@ci.lebanon.or.us

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending on the expiration date set forth in Section 3 (the “Performance Period”).

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to an amount not to exceed the amount of eligible costs for the Project incurred during the period March 1, 2020, to May 15, 2020 (the “First Cost Period”). Agency will pay the Grant Funds from monies available through its Coronavirus Relief Fund (“Funding Source”). Future disbursements from the Funding Source for cost periods after the First Cost Period will require an amendment to this Grant pursuant to Section 19.3.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the First Cost Period.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

7.2 Conditions Precedent to Disbursement. Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

- 7.2.2 No default as described in Section 15 has occurred; and
- 7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, funds received pursuant to this Grant are not used for expenditures for which a local government entity has received any other supplemental funding (whether state, federal or private in nature) for that same expense unless otherwise authorized by Agency in writing.

SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:
 - 8.1.1 Grantee is a local government or tribal government duly organized and validly existing;
 - 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
 - 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
 - 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
 - 8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 **False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 **No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

9.1 Intellectual Property Definitions. As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

9.2 Grantee Ownership. Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.

9.3 Third Party Ownership. If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

9.4 Real Property. If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, and if such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Grant Funds provided by section 601(d) of the Social Security Act .

SECTION 10: CONFIDENTIAL INFORMATION

10.1 Confidential Information Definition. Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12) and (b) social security numbers (items (i) and (ii) separately and collectively “Confidential Information”).

10.2 Nondisclosure. Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by

law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees,

subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.

11.2 Defense. Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.

11.3 Limitation. Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

12.1 Private Insurance. If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.

12.2 Public Body Insurance. If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

12.3 Real Property. If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

SECTION 15: DEFAULT

15.1 Grantee. Grantee will be in default under this Grant upon the occurrence of any of the following events:

15.1.1 Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;

15.1.2 Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or

15.1.3 A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

15.2 Agency. Agency will be in default under this Grant if, after 15 days written notice specifying the

nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee’s expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee’s sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency’s written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.

18.2 By Agency. Agency may terminate this Grant as follows:

- 18.2.1 At Agency’s discretion, upon 30 days advance written notice to Grantee;
- 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency’s performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 By Grantee. Grantee may terminate this Grant as follows:

- 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
- 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

- 19.1 **Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 **Nonappropriation.** Agency’s obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may enter into contracts or subgrants for any of the Project activities required of Grantee under this Grant, however Grantee is required to communicate subgrantee information to Agency in such a manner and timing as prescribed by Agency that Agency considers necessary to fulfill its federal reporting obligations.

- 19.12 Time of the Essence.** Time is of the essence in Grantee’s performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee’s performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as “Records.” Grantee acknowledges and agrees Agency and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
 - Exhibit A (the “Project”)
 - Exhibit B (Insurance)
 - Exhibit C (Federal Terms and Conditions)
 - Exhibit D (Federal Award Identification)
- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, 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 Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Administrative Services

By: _____
Name, Title

Date

City of Lebanon

By: _____
Authorized Signature

7-08-2020

Date

Paul R. Aziz

Printed Name

Mayor

Title

93-6002199

Federal Tax ID Number

136617656

DUNS Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: *s/ Sam Zeigler*
Senior Assistant Attorney General
Oregon Department of Justice

by email dated 6/10/20
Date

EXHIBIT A THE PROJECT

SECTION I. BACKGROUND AND GOALS

To support local government actions in the statewide fight against the Coronavirus by providing reimbursement of federally eligible expenses under the CARES Act. Coronavirus Relief Funds may be used to cover costs that are:

- 1. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);*
- 2. Were not accounted for in the Grantee's budget most recently approved as of March 27, 2020; and*
- 3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.*

SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

Agency will disburse Grant Funds only for eligible costs incurred by Grantee for the First Cost Period and in accordance with criteria and guidance established by US Treasury:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

Indirect/Administrative Costs. Grantee will not be reimbursed for any indirect costs with Grant Funds in accordance with U.S. Treasury guidance. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency

SECTION III. RESERVED

SECTION IV. REPORTING REQUIREMENTS

In a form provided by Agency, Grantee shall report eligible costs to Agency when seeking reimbursement for costs incurred during the Performance Period. Agency may require additional reporting in form and at such times as Agency specifies by notification to Grantee through its Grant Manager identified in Section 4.2.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

SECTION V. DISBURSEMENT PROVISIONS

Agency will disburse the Grant Funds upon receipt and approval of Grantee's request for disbursement.

To be processed for payment, Grantee's request must include the following information at the minimum:

- Request date;
- Period covered by request;
- Agency's Grant number;
- Amount being requested; and
- Aggregated costs by available cost category.

Agency may request, at its discretion, additional information it considers necessary to determine the eligibility of costs for reimbursement. For the First Cost Period, Grantee must send its requests for disbursement via email to Agency's Grant Manager identified in Section 4. Future reimbursement requests shall be submitted via an Agency-developed grant website portal.

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

Grantee must obtain at Grantee’s expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers’ compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

WORKERS’ COMPENSATION

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers’ compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers’ liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state’s workers’ compensation law, Grantee shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Required **Not required**

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Automobile liability insurance covering Grantee’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of

personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee’s contractors, subgrantees, agents, officers or employees in an amount not less than \$_____ per claim. Annual aggregate limit may not be less than \$_____. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY

Required Not required

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), payment card data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

POLLUTION LIABILITY

Required Not required

Pollution liability insurance covering Grantee’s or appropriate contractor or subgrantee’s liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Project activities (including transportation risk) performed under this Grant is required. Combined single limit per occurrence may not be less than \$_____. Annual aggregate limit may not be less than \$_____.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee’s, contractor, or subgrantee’s liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY

Required Not required

Directors, officers and organization liability insurance covering the Grantee’s organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$_____ per claim.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

Required Not required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee’s employees. Coverage limits may not be less than \$_____.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$_____ per occurrence. Any annual aggregate limit may not be less than \$_____. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee’s first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee’s insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, (iii) the expiration of all warranty periods provided under this Grant.

CERTIFICATE(S) AND PROOF OF INSURANCE

At Agency's request, Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: CoronavirusReliefFund@oregon.gov or by mail to: Department of Administrative Services, Attention: Coronavirus Relief Fund, 155 Cottage Street NE, Salem, OR, 97301 prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION

Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

EXHIBIT C

FEDERAL TERMS AND CONDITIONS

1. FEDERAL FUNDS

1.1. If specified below, Agency’s payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments will will not be made in whole or in part with federal funds.

1.2. In accordance with the Chief Financial Office’s Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

Grantee is a subrecipient Grantee is a contractor Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 21.019

2. FEDERAL PROVISIONS

2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.

2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.

2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with U.S. Treasury guidance – Grantee is subject to the following provisions, as applicable.

For purposes of these provisions, the following definitions apply:

“**Contract**” means this Grant or any contract or subgrant funded by this Grant.

“**Contractor**” and “**Subrecipient**” and “**Non-Federal entity**” mean Grantee or Grantee’s contractors or subgrantees, if any.

(A) 2 CFR §200.303 Internal Controls

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

(C) Subpart F – Audit Requirements of 2 CFR §200.5XX

i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.

ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.

iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(D) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

3. ADDITIONAL FEDERAL REQUIREMENTS

None.

EXHIBIT D

FEDERAL AWARD IDENTIFICATION

(Required by 2 CFR 200.331(a))

(i) Grantee Name: <i>(must match DUNS registration)</i>	LEBANON, CITY OF
(ii) Grantee's DUNS number:	136617656
(iii) Federal Award Identification Number (FAIN):	
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	March 27, 2020
(v) Grant period of performance start and end dates:	Start: March 1, 2020 End: December 30, 2020
(vi) Total amount of federal funds obligated by this Grant:	
(vii) Total amount of federal award committed to Grantee by Agency: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	\$93,820.05
(viii) Federal award project description:	Coronavirus Relief Fund
(ix) Federal awarding agency:	U.S. Department of the Treasury
Name of pass-through entity:	Oregon Department of Administrative Services
Contact information for awarding official of pass-through entity:	Gerold Floyd, CoronavirusReliefFund@Oregon.gov
(x) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xi) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Agenda Item 7



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: July 8, 2020
From: Alysia Rodgers, Economic Development Catalyst
Subject: A Request for approval to enter into an Intergovernmental Agreement with the City of Sweet Home. Where Sweet Home will be the applicant for a Community Development Block Grant for Emergency Childcare through the Boys and Girls Club of the Greater Santiam.

I. INTRODUCTION

The Purpose of this request is to present an Intergovernmental Agreement (IGA) with the City of Sweet Home for a Community Development Block Grant (CDBG) application to provide Emergency Childcare through the Boys and Girls Club of the Greater Santiam (BGCBS). The grant would allow for additional financial support to go through the BGCBS for a program to provide assistance to essential workers, first responders, and low-to-moderate income workers needing childcare.

II. CURRENT REPORT

COVID- 19 has had an enormous impact on small business and employment throughout the nation. In particular, regulations intended to combat the pandemic have decreased the availability of childcare in our region. The City of Sweet Home has the opportunity to apply for \$50,000 to be used for Emergency Childcare provided by the BGCBS. There is no local match for this grant. The grant is being awarded on a first-come, first-served basis, so the City of Sweet Home needs to get an application submitted as soon as possible.

This funding can only be granted to cities and counties, and the City of Sweet Home has partnered with BGCBS to provide the actual services. Because the BGCBS provides childcare at two locations, one in Sweet Home, and one in Lebanon, the application requires an intergovernmental Agreement with the City of Lebanon.

III. RECOMMENDATION

1. Motion to authorize the Interim City Manager to sign the proposed Emergency Childcare CDBG Intergovernmental Agreement with the City of Sweet Home.

Intergovernmental Agreement in Support of a Community Development Block Grant

From the 2020 Community Development Block Grant Program

Administered by the Oregon Business Development Department, Infrastructure Finance Authority

Agreement Title: East Linn County/City of Sweet Home Emergency Childcare

Agreement Date: July 8, 2020

Signatory Parties: City of Sweet Home, City of Lebanon

Agreement: The above signatory parties agree to jointly sponsor an Emergency Childcare Program provided through a Community Development Block Grant (CDBG), Administered by the Oregon Business Development Department, Infrastructure Finance Authority and recognize the City of Sweet Home as the lead agency that will be responsible for applying, receiving and administering the CDBG award.

Grant Activity: The purpose of the proposed CDBG is to manage an Emergency Childcare program to provide assistance to essential workers, first responders, and low-to-moderate income workers needing childcare.

Constraints: The activities funded by this grant must be in response to an urgent need brought about by a state of emergency, which, in this case, is the COVID-19 pandemic.

The Boys and Girls Clubs of the Greater Santiam will enter into a sub-recipient agreement with the lead agency, the City of Sweet Home, to manage the emergency childcare program.

Counterparts: This agreement may be signed in counterparts and each counterpart will be deemed an original. Copies of all signatures will be provided as part of the grant application and to each signatory.

A. Oregon Revised Statutes Chapter 190 authorizes units of local government to enter into written agreements with any other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform. The agreement may provide for the performance of a function or activity by means of facilities or equipment jointly constructed, owned, leased, or operated, or by one of the parties for any other party, or by a combination of any methods described in ORS 190.010.

B. **Personnel/Workers' Compensation.** Employees or volunteers of each party shall remain employees/volunteers of that agency, and are subject to the personnel policies, rules, and regulations solely of that party. Each party to this Agreement agrees to provide workers' compensation insurance coverage to its employees and volunteers, and; each party shall supervise their individual employees while working under this Agreement. The intent of this provision is to prevent the creation of any "special employer" relationships under Oregon workers' compensation law, PERS regulations, or other state or federal laws.

C. **Hold Harmless/Indemnity.** Subject to the limitations and conditions of the Oregon Tort Claims Act ORS 30.260 through ORS 30.300, the parties agree to hold the other harmless, to indemnify and to defend the other, its officers, agents and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs that may be asserted by any person

or entity arising from, during or in connection with the performance of the work described in this Agreement. Nothing in this hold harmless shall be deemed to create a liability in excess of the Oregon Tort Claims limits for either party.

D. **Amendment.** The terms of this Agreement may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by both parties.

E. **Non-Discrimination.** The parties agree not to discriminate on the basis of race, religion, sex, sexual orientation, color, age, family status, marital status, source of income, national origin or mental or physical disability in the performance of this Agreement.

F. **Public Contracting.** Both parties agree to comply with the Oregon Public Contracting Code, ORS 279A-ORS 279C, as applicable, particularly with regard to contracts with third-party vendors entered in the performance of the parties' respective obligations under this Agreement.

G. **Attorney's Fees.** If any action is instituted by either party in connection with any claim or controversy arising out of this Agreement, attorney's fees may not be awarded by a court of competent jurisdiction and each party shall bear its own expense of such action.

H. **Severability.** If any part, paragraph, section, or provision of the Agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, paragraph, or provision of this Agreement.

I. **Waiver.** The failure of either party to insist upon the strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any right or remedy that either party may have, and shall not be deemed a waiver of either party's rights to require the strict performance of all terms, covenants and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions.

J. **Assignment.** This Agreement may not be assigned to either party without the written consent of the other party.

K. **Governing Law.** This Agreement and the parties' rights under it shall be construed and regulated by the laws of the State of Oregon and venue for any dispute hereunder shall lie in Albany, Linn County, Oregon.

So Agreed:

Ray Towry
City Manager, City of Sweet Home

Date

Ron Whitlatch
Interim City Manager, City of Lebanon

Date

Agenda Item 8



925 S. Main Street
Lebanon, Oregon 97355

TEL: 541.258.4902
gmarks@ci.lebanon.or.us
www.ci.lebanon.or.us

MEMORANDUM

Administration

To: Mayor Aziz and City Council
From: Interim City Manager Ron Whitlatch
Subject: **League of Oregon Cities 2021 Legislative Priorities**

Date: June 29, 2020

I. INTRODUCTION

Prior to each State General Legislative Session, the League of Oregon Cities develops a list of legislative priorities to direct the League in its efforts to represent Oregon cities during the session. The list is developed through process wherein city councils throughout Oregon are asked to provide input on which priorities are most important.

Attached is a summary of which items (four City Councilors) identified as being priority topics for the League to support. A discussion of the items will be held during the Council Meeting.

II. RECOMMENDATION

Upon discussion and review I recommend the City Council pass a motion to identify the top four priorities for the League of Oregon Cities to focus on during the next Legislative Session.



June 5, 2020

Dear Chief Administrative Official:

For the past three months, seven policy committees have been working to identify and propose specific actions as part of the LOC's effort to develop a pro-active legislative agenda for the 2021 session. They have identified legislative objectives as set forth in the enclosed ballot and legislative recommendation materials. These objectives span a variety of issues and differ in the potential resources required to seek their achievement. Therefore, it is desirable to prioritize them in order to ensure that efforts are focused where they are most needed.

While the attached ballot reflects the top policies developed in each of the policy committees, each undertook a broad look at a range of issues impacting cities. Many issues reflect the LOC's ongoing mission to support cities' work and their home rule authority to develop and use a variety of tools to meet the needs of residents. Each city is being asked to review the recommendations of the policy committees and provide input to the LOC Board of Directors as it prepares to adopt the LOC's 2021 legislative agenda. After your city council has had the opportunity to review the proposals and discuss them with your staff, please return the enclosed ballot indicating the top four issues that your city council would like to see the LOC focus on during the 2021 session. **The deadline for response is August 7, 2020.** The board of directors will then review the results of this survey of member cities, along with the recommendations of the policy committees, and determine the LOC's 2021 legislative agenda.

Your city's participation and input will assist the board in creating a focused set of specific legislative targets that reflect the issues of greatest importance to cities. If you have individual questions about the ballot topics do not hesitate to reach out to committee members who serve on the seven policy committees. Thank you for your involvement, and thanks to those among you who gave many hours of time and expertise in developing these proposals.

Do not hesitate to contact me or Jim McCauley, Legislative Director, with additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Cully".

Mike Cully
Executive Director

A handwritten signature in blue ink, appearing to read "Jim McCauley".

Jim McCauley
Legislative Director

INSTRUCTIONS

Each city should submit one form that reflects the consensus opinion of its city council on the **top four** legislative priorities for 2021. Here are the ways to submit your ballot. **Ballots in any form must be submitted by August 7, 2020.**

1. Fill out the online survey that has been sent to your city's chief administrative official; or
2. Fill out the attached hard copy form and return it to the LOC at the address or fax number provided below. Simply place an **X or check mark** in the space to the right of the city's top four legislative proposals. The top four do not need to be prioritized.

Return hard copy ballots to:

Jenna Jones
League of Oregon Cities
1201 Court St. NE, Suite 200
Salem, OR 97301
Fax – (503) 399-4863
jjones@orcities.org

Thank you for your participation.

City of: Lebanon

Please mark 4 boxes with an X or check mark that reflects the top 4 issues that your city recommends be added to the priorities for the LOC's 2021 legislative agenda.

Legislation

Vote Tally
from 4
Councilors

A. Beer and Cider Tax Increase	
B. Broadband Infrastructure and Technical Assistance Funding	
C. Building (Reach) Code – Energy Efficiency Local Option	
D. COVID-19 Economic Recovery Investments	2
E. Digital Equity and Inclusion	
F. Expedited Siting for Shelter and Affordable Housing	
G. Green Energy/Renewables – Expanded Local Option	
H. Housing and Services Investment	1
I. Increased Budgetary Flexibility During Budgetary Emergency	3
J. Infrastructure Financing and Resilience	2
K. Local Climate Action Planning Resources	
L. Local Energy Generation Project Support	
M. Local Speed Setting Authority	
N. Long Term Transportation Infrastructure Funding	
O. Low-Income Energy Efficiency and Affordability Programs	
P. Marijuana Tax Local Rate Limitation Increase	1
Q. Mental Health Service Delivery	2
R. Municipal Broadband and Municipal Pole Protection	
S. New Mobility Services	
T. Photo Enforcement Safety Cameras	2
U. Property Tax Reform	1
V. Reducing Wastewater Impacts from Wipes and Other “Non-Flushables”	
W. Right-of-way/Franchise Fees Authority Preservation	1
X. State Highway Funds Formula	
Y. Tort Liability Reform	1
Z. Water Utility Rate and Fund Assistance	

In addition to your ranking of the priorities shown above, please use this space to provide us with any comments (supportive or critical) you may have on these issues, or thoughts on issues or potential legislative initiatives that have been overlooked during the committee process.):

You are reviewing the hard copy of the ballot. There are hyperlinks in the digital copy that may provide more background information. You can find the digital version with hyperlinks by going to this web address: https://www.orcities.org/download_file/1038/0. It is best opened in Google Chrome.

A. Beer and Cider Tax Increase

Legislation:

The League proposes increasing the state taxes on beer and cider to assist with rising public safety costs, improve public health, reduce alcohol consumption by minors, and provide alcohol tax equity with wine and liquor.

Background:

Oregon's tax has not been increased since 1978 and is currently \$2.60 per barrel which equates to about 8 cents on a gallon of beer. The tax is by volume and not on the sales price, meaning the tax is less than 5 cents on a six-pack. Oregon has the lowest beer tax in the country, and to get to the middle of the states Oregon would need to raise the tax to \$30.00 per barrel or 54 cents per six pack (a more than 10-fold increase). Given recent challenges to the craft brewing industry tied to bar and restaurant closures it may be appropriate to delay or phase-in the increase. Cities are preempted from imposing alcohol taxes. In exchange, cities receive approximately 34% of the state alcohol revenues, but the state takes 50% of beer and wine taxes off the top prior to this distribution. Cities have significant public safety costs related to alcohol consumption, and the beer tax does not come close to covering its fair share of these costs.

Presented by the Finance and Taxation Committee

B. Broadband Infrastructure and Technical Assistance Funding

Legislation:

Seek additional state support and funding for increased broadband infrastructure deployment and technical assistance.

Background:

The deployment of broadband and telecommunications networks and services (public and/or private) throughout Oregon is critical to economic development, education, health and safety and the ability of residents to be linked to their governments. Research shows areas of the state either not served or underserved by competitive broadband technology. A significant barrier to the deployment of broadband infrastructure is funding. Cities need additional funding and support from various sources, including the state and federal government, allocated for increased or new, reliable, low latency broadband infrastructure that reaches speeds of at least 25 Mbps download and 3 Mbps upload or any updated speed standards as adopted by the FCC. Many federal grant programs require localities to have a broadband strategic plan in place before they are eligible for funds. Therefore, there is a need for funding sources to help cities with technical assistance as well as infrastructure.

Presented by the Telecom, Broadband & Cable Committee

C. Building (Reach) Code – Energy Efficiency Local Option

Legislation:

The LOC will pursue/support legislation to allow communities to adopt the Reach Code as the mandatory residential or commercial building code within the city's jurisdictional boundaries. The Reach Code would represent a building energy code that would be at least 10 percent more efficient than the statewide building code. Under this proposal, cities would be able to adopt the more efficient Reach Code or would continue to use the standard statewide building code as the base code.

Background:

Under current state law, cities are preempted from adopting local building codes. Instead, development is subject to statewide codes, including for new residential and commercial development. In 2009, legislation was passed to implement a new, optional code (Reach Code) that would allow developers to exceed statewide codes and streamline the construction of higher-performance buildings through efficiencies gained in the building exterior envelope as well as heating, ventilation, air conditioning, piping insulation and lighting. The Reach Code is optional for builders to use, but a local government can't mandate a builder to use it. This legislative recommendation would allow a city to adopt the Reach Code within their jurisdiction in order to promote additional energy efficiency for new residential and commercial structures. If a city does not wish to adopt the Reach Code, the statewide code would remain in place. The LOC Energy & Environment Committee discussed whether this recommendation would impact housing costs and believes that long-term cost savings may be gained through increased energy efficiency in newly built units. Ultimately, the decision on whether to utilize the standard code or the enhanced (Reach) code would be at the discretion of the city.

Presented by the Energy and Environment Committee

D. COVID-10 Economic Recovery Investments

Legislation:

The League will advocate for continued economic recovery strategies and investments for small business and workforce assistance in response to the economic impacts of the COVID-19 pandemic.

Background:

The COVID-19 pandemic has had a devastating impact on Oregon's small businesses and workforce. While the federal government and the state have made recent investments to support small business, these resources have yet to meet current needs and more resources will be needed to support long term economic recovery for Oregon's communities. The League will work in coordination with economic development partners to advocate for continued investments to support long-term recovery and economic development.

Presented by the Community Development Committee

E. Digital Equity and Inclusion

Legislation:

Support legislation and policies that are inclusive and equitable to all, individuals and communities, so that they have the information technology capacity needed for full participation in our society, democracy and economy.

Background:

Connectivity is crucial to modern life. It is being relied on more for how people do business, learn, and receive important services like healthcare. As technology has evolved, the digital divide has become more complex and nuanced. It is no longer about the existence of technology in certain places. Now, the discussion of the digital divide is framed in terms of whether a population has access to hardware, to the Internet, to viable connection speeds and to the skills and training they need to effectively use it. The LOC will partner with schools, healthcare, and other stakeholders to ensure technologies are relevant, available, affordable, and accessible to the diverse populous and communities of Oregon. Additionally, the LOC will advocate for digital literacy programs to help learn these new technologies.

Presented by the Telecom, Broadband & Cable Committee

F. Expedited Siting for Shelter and Affordable Housing

Legislation:

The League will pursue legislation to expedite the siting of emergency shelter and other affordable housing that follows the intent of the 2020 shelter siting bill (HB 4001) but retains more local decision making in the process. The League will pursue this priority in coordination with affordable housing partners and other land use stakeholders.

Background:

The League worked closely with city and county partners during the 2020 session to gain improvements to HB 4001, which sought to preempt all local siting and zoning regulations and the land use appeals process, for approving the siting of emergency shelters for a one-year period. HB 4001 received strong legislative support in 2020. Draft omnibus legislation for a potential future special session has included the text of HB 4001 and the League expects to see HB 4001 reintroduced in the 2021 session.

This priority will empower cities and counties to proactively introduce alternative legislation, similar to existing statute in California, which requires jurisdictions to identify places where shelters can locate instead of mandating that jurisdictions allow shelters to be sited anywhere. The California model requires cities and counties to accommodate their need for emergency shelters on sites where the use is allowed without a conditional use permit and requires cities and counties to treat transitional and supportive housing projects as a residential use of property.

Presented by the Community Development Committee

G. Green Energy/Renewables – Expanded Local Option

Legislation:

The LOC will pursue/support policies that increase local control opportunities for cities that want to establish a community-scale green energy program. This program would be optional for cities that choose to pursue it. Cities who choose to, would be allowed to adopt resolutions that would opt-in residential, commercial, and industrial customers to a voluntary renewable energy option if it is provided by an investor owned utility that serves the city and its electric customers. Under this proposed program, a city would be able to pursue a more aggressive green energy portfolio and would better position cities to meet local climate action goals.

Background:

Under current law, customers of investor-owned utilities can opt-in to voluntary renewable energy options for their customers. These options allow customers to invest in additional green energy generation. In 2019, the state of Utah passed legislation (SB 411) that allows cities and counties to opt-in to programs on a community-scale basis, while still allowing individual customers to opt-out. Under this proposal, any city within the territory of an investor-owned utility, would be able to pursue this option for community-scale renewable energy (net-100% renewable).

Presented by the Energy and Environment Committee

H. Housing and Services Investment

Legislation:

The League will support increased investments for affordable housing, homeless assistance, and related services including funding for: shelter, homeless services, case management, rent assistance, the development and preservation of affordable housing, and permanent supportive housing.

Background:

Cities large and small were facing escalating homelessness rates before the COVID-19 pandemic and the current economic downturn will only increase the number of Oregonians facing eviction or experiencing homelessness. State general fund programs like the Emergency Housing Assistance (EHA) and State Homeless Assistance Program (SHAP) have seen record investments in previous legislative sessions. The legislative emergency board also voted recently to dedicate \$12M in general funds to support rent assistance and safe shelter in response to COVID-19.

Oregon's lack of available housing, high rents and high home prices are causing housing instability and homelessness to increase. The Legislature has made record investments in recent years to fund the LIFT affordable housing program and preserve Oregon's existing affordable housing infrastructure. These programs are funded through general obligation bonds and lottery backed bonds.

Permanent Supportive Housing is a key strategy for ending chronic homelessness that reduces downstream costs to public systems like public safety, emergency health care and corrections. The 2019 Legislature invested over \$50M to stand up a three-pronged permanent supportive housing program that includes 1) development costs to build, 2) rent assistance to keep units deeply affordable, and 3) wrap around services that are key to ensuring residents' long-term stability. The state should continue investing in this model to bring more Permanent Supportive Housing across the state and ensure that the housing developed with the original \$50M continues receive the necessary ongoing funding for rent assistance and supportive services.

Presented by the Community Development Committee

I. Increased Budgetary Flexibility During Budgetary Emergency**Legislation:**

The League proposes relaxing budgetary constraints in state law so that cities may better be able to withstand revenue losses related to natural disasters and public health emergencies. These losses will inevitably force many cities to cut services and lay off staff, the legislature can reduce the effect of losses by increasing flexibility for use of funds during and after a declared emergency.

Background:

Cities anticipate a tremendous loss in revenue due to the COVID-19 pandemic. Reduced revenues already include losses to lodging taxes, gas taxes, park fees, development fees, parking fees, utility charges, and so on. Further out, there is widespread concern that there will be impacts to the real estate market going into 2021, and by extension a reduction in 2021-22 property tax revenues. Cities want maximum flexibility in using funds that are subject to statutory limitations but will negotiate terms on individual funding sources including payback requirements if necessary. This flexibility should apply during and after declared emergencies, including both the current pandemic and future natural disasters.

Presented by the Finance and Taxation Committee

J. Infrastructure Financing and Resilience**Legislation:**

The League will advocate for an increase in the state's investment in key infrastructure funding sources, including, but not limited to, the Special Public Works Fund (SPWF), Brownfield Redevelopment Fund, and Regionally Significant Industrial Site loan program. The advocacy will include seeking an investment and set aside through the SPWF for seismic resilience planning and related infrastructure improvements to make Oregon water and wastewater systems more resilient.

Background:

Cities continue to face the challenge of how to fund infrastructure improvements (both to maintain current and to build new). Increasing state resources in programs that provide access to lower rate loans and grants will assist cities in investing in vital infrastructure. Infrastructure development impacts economic development, housing, and livability. The level of funding for these programs has been inadequate compared to the needs over the last few biennia and the funds are depleting and unsustainable without significant program modifications and reinvestments. This priority will focus on maximizing both the amount of funding and the flexibility of the funds to meet the needs of more cities across the state to ensure long-term infrastructure investment.

Presented by the Community Development Committee

K. Local Climate Action Planning Resources**Legislation:**

The LOC will seek grant funding and technical assistance resources for cities to pursue, adopt or expand local climate action plans. In addition, the LOC will pursue opportunities to work with the Oregon Climate Change Research Institute (through Oregon State University) to provide cities and counties with local/regional data that can better inform the adoption and implementation of climate adaptation and mitigation at the local level.

Background:

According to the Oregon Department of Energy's 2018 Biennial Energy Report (BER), since the early 1990s, major international and U.S. scientific assessments have concluded that both climate change mitigation and adaptation efforts are necessary in response to climate change. The BER goes on to explain that adaptation is often thought of as actions "to prepare for and adjust to new conditions, thereby reducing harm or taking advantage of new opportunities or simply to reduce society's vulnerability to climate change impacts." Local climate action plans, adopted by cities or counties, can help communities better understand how climate change will impact their communities, and can provide localized solutions to help mitigate against the impacts of climate change. The LOC is aware of fourteen cities that have adopted local climate action plans. There are other cities that are interested in doing the same but that do not have the financial and/or staffing resources that are necessary.

Presented by the Energy and Environment Committee

L. Local Energy Generation Project Support**Legislation:**

The LOC will support/pursue funding, technical assistance and other tools that make local energy generation more feasible for cities to pursue.

Background:

Local energy generation projects can better position cities to pursue and achieve local climate action goals, address capacity constraints of existing electric transmission lines, and can help cities respond to individual businesses that may be seeking green energy options. The types of local energy generation projects discussed by the committee include, but are not limited to, small-scale hydropower, in-conduit hydropower, methane capture, biomass and solar. Such projects are not intended to conflict with existing low-carbon power purchase agreements but can position cities to pursue local climate action goals and supplement energy needs through renewable generation. Under this recommendation, the LOC will work to identify barriers and potential solutions to local energy generation and will pursue funding assistance for feasibility studies and project implementation.

Presented by the Energy and Environment Committee

M. Local Speed Setting Authority

Legislation:

Support legislation that provides legislative authority for ODOT to delegate local speed setting authority to Oregon cities that meet state criteria. I Improve safety and speed limit consistency in Oregon cities by establishing a clear delegation process that is consistent with recently adopted statewide speed zone rules. (OAR 734-020-0014, 734-020-0015, and 734-020-0016). This will be permissive legislation allowing cities to opt-in and thus will not be a mandate.

Background:

The state of Oregon and cities across the state are all committed to improving safety on our streets. National and international research has shown that setting appropriate speed limits on city streets is a critical tool for improving safety and saving lives. During the 2020 legislative session, HB 4103 gained widespread support for setting up a collaborative process with ODOT and cities that opt into a process for gaining local speed setting authority. Despite strong support, HB 4103 did not pass due to the legislative clock running out. Going forward, LOC will work with safety advocates and cities and use HB 4103 from the 2020 session as a template for legislation in 2021. Delegated authority should be made available to all cities that meet ODOT's criteria; participation by cities is permissive (not required). Cities should be able to determine speeds that are adequate and safe for their communities, working within the OAR speed zone framework. This will improve safety and make speed setting more consistent across local government jurisdictions.

Presented by the Transportation Committee

N. Long Term Transportation Infrastructure Funding

Legislation:

Support expansion and consideration of revenue-generating options to fund multimodal transportation infrastructure, which includes state and local facilities. Support state and local projects that are part of the Statewide Transportation Improvement Program.

Background:

Oregon has made two significant state-wide transportation investments in the last 15 years. In 2009 the Jobs and Transportation Act (JTA). This was a successful effort from local governments and the business community to invest in maintenance and capacity building projects state-wide. In 2017, HB 2017 established Oregon's first ever comprehensive, multimodal, transportation investment with what is known as "Keep Oregon Moving," which was a \$5.3 billion package. Although HB 2017 will not have its full funding until 2024 LOC and other transportation advocates will need to constantly explore other sources of revenue including a possible future replacement of Oregon's gas tax with a road user charge system. Oregon has been pioneering a vehicle miles traveled (VMT) tax within the MyOReGo pilot program. The program is voluntary and can provide several benefits to users. Ultimately the long-term structure for transportation investment may well take on a similar structure.

Presented by the Transportation Committee, endorsed by the Community Development Committee

O. Low-Income Energy Efficiency and Affordability Programs

Legislation:

The LOC will provide support for programs that seek to expand upon low-income energy and heating assistance programs, including programs targeted to make energy more affordable for rental properties. In addition, the LOC will work to support programs that provide for energy bill payment assistance and expand opportunities for low-income Oregonians to access resources for home weatherization.

Background:

According to Oregon Housing & Community Services, approximately 396,182, or about 25 percent of all households, are considered energy-burdened because of their energy-related expenditures (as of 2018). A household is considered energy burdened if six percent or more of its gross income is consumed by energy-related expenses. In recent years, legislation has been introduced in Oregon that would have provided additional assistance to low-income homeowners and renters that struggle with energy affordability. Unfortunately, legislation did not pass. The need for such assistance has increased as a result of the economic hardships resulting from COVID-19. In addition to bill payment assistance, there is a need for programs that will support low-income home weatherization in order to make energy bills more affordable in the long-term.

Presented by the Energy and Environment Committee

P. Marijuana Tax Local Rate Limitation Increase**Legislation:**

The League proposes increasing the current 3% cap on local marijuana taxes. This would give local voters greater choice in choosing a rate that reflects their needs or their community.

Background:

Retailers licensed by the Oregon Liquor Control Commission (OLCC) are required to charge a state-imposed retail sales tax of 17 percent for all recreational marijuana sold. Cities and counties (unincorporated areas only) may also impose a local retail sales tax of up to 3%, subject to voter approval. Tax rates for recreational marijuana vary widely across the states, but the total Oregon tax burden at a maximum of 20% is the lowest of West Coast states. Washington imposes a 37% state excise tax, but with a state sales tax of 6.5% and local rates of up to 1.9% the total rate can reach over 45%. California has a retail tax of only 15%, but with a state sales tax of 7.5% and local taxes up to 15.25% the total rate can reach up to 37.75%. Oregon consistently ranks among the lowest of the states for marijuana prices. Cities are sensitive to the desire to not push consumers to the black market and will work with the legislature on an increased cap that balances that concern with local revenue needs.

Presented the Finance and Tax Committee

Q. Mental Health Service Delivery**Legislation:**

Support the delivery of mental health services in order to reduce negative police interactions and ensure that those in need receive the help they require.

Background:

The Committee and the LOC membership have prioritized the delivery of mental health services periodically over the last 5 years. Items contained in this priority have included crisis intervention training for police officer, mobile police and social worker teams to proactively work with people in danger of going into crisis, jail diversion, mental health courts and greater access to care. In the immediate past short session, the LOC worked with its coalition partners to obtain \$9 million in additional funding for aid-and-assist, community care and jail diversion but was unsuccessful due to a lack of quorum.

While the measurements are subjective and not in general agreement, most surveys of behavioral health and alcohol and drug addiction service availability place Oregon near or at the bottom of state rankings. As a result, Oregon ranks third in the nation for alcohol related deaths, and above the national average in suicides. Anecdotally, most police chiefs that have participated in LOC conversations on this topic report a growing number of calls for service stemming from people in mental health crisis. The COVID-19 pandemic has exacerbated some of these issues with Portland Police Bureau reporting a 41% increase in suicide related calls (including attempts and threats) over this time last year. This priority would include but not be limited to:

Investment: The stark truth is that Oregon has never financially supported mental health services at a level commensurate with need. More beds and more capacity will allow for greater delivery. The spending plan may be complicated but many advocates bristle at the idea of “mental health reform” when it’s never been funded as a priority. The League does not have a specific number at this time but is in conversation with partners to develop one.

Decimalization of Mental Illness: People suffering from mental illness that interact with the criminal justice system typically spend more time incarcerated and suffer a disruption in treatment. Jail diversion has been something the League has advocated for in previous sessions and but will require changes in law, training and investments.

Workgroups Outcomes: There are currently several workgroups developing behavioral health reform plans that have yet to be completed, much of that work has been interrupted by COVID 19. LOC staff can update the Committee on these their work continues but cannot make recommendations on them now.

Alcohol Availability: The prevalence of cheap and potent alcoholic beverages that are produced and sold for the express purpose of achieving rapid intoxication has been a concern for Oregon Recovers, an advocacy group for those recovering from addiction. OLCC sells several 750 ml bottles for under \$10 and some as low as \$5. Creating a minimum price per international unit of alcohol has had an impact on consumption of cheap, potent beverages in Scotland and is believed to have had an impact on consumption there. Raising the price of low cost but high-volume products would also increase city shared revenue and provide additional funding for behavioral health services.

Mental Health Parity: Oregon and the federal government have enacted statutes to ensure that mental health services are treated as a health issues in a manner identical to physical health by health insurers. The legislative intent behind these laws has not been met as evidence by reports of denied coverage. Ensuring effective parity would increase treatment an access.

Presented by the General Government/Human Resources Committee, endorsed by the Community Development Committee

R. Municipal Broadband and Pole Protection

Legislation:

Oppose legislative efforts to restrict existing municipal authority to provide broadband services, and own and operate poles in the rights-of-way.

Background:

As the public grows more dependent on the Internet for expanding parts of their lives, community choices for gaining access at a reasonable price, for both consumers and producers, are dwindling. Some municipalities choose to become service providers themselves. Municipal broadband is sometimes the only way to bring high speed internet to a community and it can serve as an access point to neighboring communities. Additionally, municipal broadband adds competition to the market and can help lower prices for community members. As there is a push for more connectivity and bridging the digital the divide, the LOC will protect localities rights to be internet service providers for their own communities. Additionally, as more and more small cell and 5G technology is deployed in the rights-of-way, the LOC will protect the right of municipalities to own, operate and regulate attachments that are allowed on their poles.

Presented by the Telecom, Broadband & Cable Committee

S. New Mobility Services

Legislation:

Support for a variety of new mobility services that promote a safe, sustainable, and equitable multimodal transportation system, while preserving local government's authority to regulate services and ensure they best serve the local context.

Background:

Transportation mobility has been rapidly changing over the last few years. The emergence of ridesharing services such as Transportation Network Companies (TNCs) now provide the public with more options to get from point “a” to point “b.” New platforms continue to emerge such as scooters, shared bikes, electric delivery tricycles for package delivery and the possibility of future driverless delivery and vehicle fleets. Cities must have the flexibility to address the impacts of emerging technologies on their communities such as increased congestion and air pollution while protecting consumers and maintaining a safe transportation network that recognizes the unique needs of individual communities.

Presented by the Transportation Committee

T. Photo Enforcement Safety Cameras

Legislation:

Support continuation and expansion of fixed speed and red-light cameras and mobile speed radar state-wide to improve public safety in high-crash corridors. Explore changes that enable more streamlined processing of citations. Allow for local governments to form IGA’s with other local governments to facilitate the use of safety cameras and mobile radar in their communities.

Background:

The Oregon Transportation Safety Action Plan sets a goal of no deaths or life-changing injuries on Oregon’s transportation system by 2035. In 2015, the Oregon Legislature granted the city of Portland the authority to implement a fixed speed safety camera program (HB 2621). Portland’s fixed speed camera systems have been operating on “urban high crash corridors” for the past several years. Data collected at these locations shows a distinct change in driver behavior that has reduced the risk of collisions (See PBOT Report). Under existing statutes, photo radar is allowed in the cities of Albany, Beaverton, Bend, Eugene, Gladstone, Medford, Milwaukie, Oregon City, Portland and Tigard. LOC’s goal is to bring this authority state-wide providing all cities with the choice of operating speed radar in their communities to improve safety and reduce the risk of high-speed crashes.

Presented by the Transportation Committee

U. Property Tax Reform

Legislation:

The League of Oregon Cities proposes that the Legislature refer a constitutional measure and take statutory action to reform the property tax system as part of the 2021 session. With the passage of the Corporate Activities Tax Oregon has taken a step towards long term financial stability at the state and school district level, but local budgetary challenges persist and the legislature must take action to allow cities and other local governments to adequately fund the services that residents demand.

Background:

The property tax system is broken and in need of repair due to Measures 5 and 50, which are both now over 20 years old. The current system is inequitable to property owners and jurisdictions alike, is often inadequate to allow jurisdictions to provide critical services, removes all local choice, and is incomprehensible to the majority of taxpayers. Local governments and schools rely heavily on property tax revenues to pay for services and capital expenses. Therefore, the League will take a leadership role in forming coalitions to help draft and advocate for

both comprehensive and incremental property tax reform option packages. The League will remain flexible to support all legislation that improves the system, with a focus on a property tax package that includes, but may not be limited to these elements:

- To restore local choice, a system that allows voters to adopt tax levies and establish tax rates outside of current limits and not subject to compression (requires constitutional referral).
- To achieve equity, a system that has taxpayers' relative share tied to the value of their property, rather than the complex and increasingly arbitrary valuation system based on assessed value from Measure 50 (requires constitutional referral).
- To enhance fairness and adequacy, a system that makes various statutory changes, some of which would adjust the impact of the above changes. For example, as a part of comprehensive reform the League supports a new reasonable homestead exemption (percentage of RMV with a cap) but also supports limiting or repealing various property tax exemptions that do not have a reasonable return on investment.

Presented by the Finance and Tax Committee, endorsed by the Community Development Committee

V. Reducing Wastewater Impacts from Wipes and Other “Non-Flushables”

Legislation:

The LOC will work with other stakeholders, including the Oregon Association of Clean Water Agencies address challenges resulting from wipes and other non-flushable items. Legislation pursued will likely focus on requirements for manufacturers to clearly label product packaging to indicate that the product should not be flushed, however, the LOC will additionally explore other viable opportunities to address the public health, environmental and economic challenges resulting from improper disposal of these products.

Background:

In recent years, public wastewater systems have experienced significant increases in sewer line clogs, environmental impacts, infrastructure impacts and costs associated with wipes being flushed down toilets. Most wipes don't break down when flushed, and even wipes that are labeled as “flushable” can clog pipelines and pumps and can cause sewage overflows in residences and the environment. The COVID-19 pandemic has made this challenge even worse due to shortages of toilet paper and increased use of disinfecting wipes. The EPA and other national organizations, as well as statewide and local wastewater agencies, are working to get the message out to avoid costly as well as environmental impacts of wipes in our sewer and treatment systems. In March of 2020, the state of Washington passed legislation requiring manufacturers to label products with a “do not flush” logo if the product does not meet national “flushability” standards (i.e. breaking down in the sewer system).

Presented by the Water/Wastewater Committee

W. Right-of-Way/Franchise Fees Authority Preservation

Legislation:

Oppose legislation that, in any way, preempts local authority to manage public rights-of-way and cities' ability to set the rate of compensation for the use of such rights-of-way.

Background:

In its commitment to the protection of Home Rule and local control, the LOC consistently opposes restrictions on the rights of cities to manage their own affairs. From time to time, in the context of public rights-of-way management authority discussions, legislative proposals to restrict this authority arise. Efforts to restrict local authority often include proposals for a statewide right-of-way access policy and compensation system as well as limiting the ability of cities to charge fees of other government entities. This is contrary to local government management authority; the ability to enter into agreements with users of the right-of-way either by agreement/contract or ordinance; to set terms of right-of-way use and to set the rate of compensation. In recent

years the FCC has passed rulemaking through various orders like the Small Cell Orders (FCC 18-133 and FCC 18-111) and the Cable Franchising Order (FCC 19-80) that erode cities' right-of-way and franchising authority. Local governments around the U.S. are fighting these orders in court. There is a fear that the language of these orders will be codified in state legislatures. This would mean if the orders are overturned in court at the federal level, they will still impact cities in states that have passed laws codifying the orders.

Presented by the Telecom, Broadband & Cable Committee

X. State Highway Funds Formula

Legislation:

Consider opening the state highway fund distribution formula to allow for an additional percentage to cities. Currently the split is 50-30-20 with the State receiving 50%, Counties receiving 30% and the balance going to Cities 20%.

Background:

Oregon has had a distribution formula for the state highway fund for decades. This fund combines the revenues generated from the state's gas tax, weight-mile tax on heavy trucks, licenses, fees, and bond proceeds. Approximately 77 percent of the total revenue collected by Oregon Department of Transportation (ODOT) is from state sources, while only 23 percent comes from federal sources. During the 2017 session base level funding for the least populated counties was established along with a \$5 million-dollar small city fund for cities under 5,000 in population with a maximum award of \$100,000 and no match requirement. LOC will engage with other transportation interests to determine if there is adequate support to advance legislation that would revisit the current 50-30-20 distribution.

Presented by the Transportation Committee

Y. Tort Liability Reform

Legislation:

COVID-19 and existing federal court decisions have added risk exposure to cities in areas where their authority has been limited or have not received adequate support. This priority seeks to ensure that cities are not held liable in these areas.

Background:

CIS has already had a COVID related claim filed against it for a COVID related exposure. While there may be many legitimate reasons for a person to seek damages related to the outbreak, local governments have been hampered by inadequate supplies of PPE, testing capability, direct financial support, and legislative relief.

Additionally, the Boise decision that prevents cities from enforcing no camping rules and ordinances subject cities to additional tort liability. The ruling holds that if a person has no place else to go, a city must allow them to sleep somewhere. While there is a logical basis for the core of the ruling, if a city allows a person to sleep in an area that is not designed for camping, such as a park, the person may seek damages. Please note that recreational users of parks may not seek damages due to Oregon's recreational immunity statute that were corrected in 2017.

Finally, in previous sessions, legislation has been introduced but not passed to require cities to permit shelters in areas where they may not be appropriate and "codify" the Boise decision in state law. This legislation did not include immunity from tort liability while removing city authority.

Presented by the General Government/Human Resources Committee

Z. Water Utility Rate and Fund Assistance

Legislation:

The League will work during the 2021 legislative session to provide water utility funding assistance for ratepayers that are experiencing ongoing or recent economic hardships. In addition, the LOC will work to identify opportunities for additional investments in public infrastructure, including water supply, wastewater treatment, stormwater management, green infrastructure opportunities and resilience for water systems. Finally, the LOC Water & Wastewater Policy Committee has identified a need for additional, targeted grant funding assistance that will benefit smaller communities. This includes additional funding to conduct rate studies, feasibility studies and funding to help communities comply with new regulatory requirements, including the requirement to include a seismic risk assessment and mitigation plan within regular water master plan updates.

Background:

In response to economic impacts associated with the spread of COVID-19, many of Oregon's drinking water and wastewater utility providers have offered additional assistance to ratepayers. The LOC is aware that most water utility providers have temporarily ceased water service shut offs (disconnections) for non-payment or past due bill collection during this period of economic hardship. Impacts associated with residential ratepayer revenue losses and decreased water consumption from businesses that have either closed or limited operations has resulted in revenue losses for many Oregon water utility providers. Some water utilities have outstanding debt from prior infrastructure investments and have expressed concerns that reductions in revenue may impact the ability to make the ongoing debt payments. In addition, the economic hardships that are being experienced by many Oregonians, especially in low-income and minority communities, will be ongoing; highlighting the need for additional ratepayer assistance investments that focuses on equity and our most vulnerable populations.

The LOC will work to identify funding for water utility ratepayer assistance and will work to establish a framework for the distribution of funds and will seek to ensure that this crisis does not exacerbate existing inequities, especially for Black, Indigenous, other Communities of Color and for rural Oregonians.

In addition, while COVID-19 has created unique revenue challenges for water utility providers, a key issue that most cities continue to face is how to fund infrastructure improvements (including maintaining, repairing and replacing existing infrastructure and building new infrastructure to address capacity and regulatory requirements). Increasing resources in programs that provide access to lower-rate loans and infrastructure-specific grants will assist cities in investing in vital infrastructure improvements which will also help bolster economic recovery. Infrastructure development impacts economic development, housing, and livability. The level of funding for these programs has been inadequate compared to the needs over the last few biennia and the funds are depleting and unsustainable without significant program modifications and reinvestments.

The LOC will pursue additional funding through the state's Special Public Works Fund, which provides funding assistance through Business Oregon for a variety of public infrastructure needs and will explore state bonding capacity opportunities for water-specific infrastructure needs. In addition, LOC will pursue funding for small communities that face regulatory and operational challenges. Examples of small-community funding assistance opportunities may include expanded grant opportunities through existing funding programs and additional funding assistance to help communities with regulatory compliance and engage in utility best practices, including rate studies.

Presented by the Water/Wastewater Committee, endorsed by the Community Development Committee

Acknowledgements

Thank you to all that participated in the policy committee process.

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Agenda Item 9



CITY MANAGER'S REPORT

Reporting period: June 2020

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

- Continued 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.
- Department Directors have finalized policy related to re-opening (Phase II) of City Buildings closed due to COVID-19. This includes timing (based on Governors guidelines), acquiring PPE, and determining additional measures to keep employees and public safe. We are now preparing for Phase II.
- Spent time preparing for City Manager Recruitment.
- Spent time with several departments discussing HR issues.

B. HUMAN RESOURCES – Angela Solesbee, HR Director

- Continuing to work through the City Manager recruitment.

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

- **City Council Meetings:** Regular Session July 8, 2020
- **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 materials, preparing electronic records for transfer to the State's Records Management System; annual liquor license fee reminders, and preparations for the City Manager Candidates Meet & Greet.
- **Liquor License Applications:** Two Special-Event Liquor License Applications have been received since the last packet was published.
- **Public Records Requests:** Three Public Records Requests have been received since the last packet was published.

III. COMMUNITY DEVELOPMENT – Kelly Hart, Director

A. **Planning:**

- The Planning Commission held a Planning Commission meeting on June 17th and 24th. Under consideration included 4 applications: Annexation on Oak Street; Annexation of various street segments in the City; a 48-unit apartment complex on Russell Drive and Franklin Street; and a 24-unit apartment complex on Weldwood Drive. The two annexations and apartment complex on Russell Drive and Franklin Street were unanimously approved. The two annexations will be presented to the City Council for consideration on July 8, 2020. The 24-unit apartment project on Weldwood Drive was postpone at request of a member of the public to allow additional time to provide comment on the project.

THE CITY THAT FRIENDLINESS BUILT

- 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 implemented for Phase Two reopening, and we are continuing to monitor the situation, participate in weekly updates with the League of Oregon Cities, and communicate with the Regional Solutions Team in the Governor's Office for clarification on the reopening and status of the pandemic.
- For administratively approved applications in June, the Community Development Director approved a Class I Variance for fence height modifications on Kees Street; an Accessory Dwelling Unit on S 16th Street; an accessory structure on Oak Street; and a two-unit townhome project including a land partition, class II variance for the rear setback, and an administrative review.
- Staff is currently processing nine planning projects:
 - Admin Review for a four-unit development on Cooper Street (waiting for the applicant to respond to comments)
 - Annexation of various street segments in the City (Scheduled for CC hearing on July 8)
 - Modification to an approved Planned Development for the construction of the Physical Therapy College (Scheduled for PC hearing on July 15)
 - Annexation on Oak Street (Scheduled for CC hearing on July 8)
 - 24-unit apartment complex project on Weldwood Drive (held initial hearing on June 17/24; application decision postponed, next hearing on July 15)
 - Minor Land Partition for the division of a parcel and associated dedication for public right-of-way associated with the apartment project on Weldwood Drive
 - Comprehensive Plan Map Amendment application for a property on Stoltz Hill Road (application currently under review, tentatively scheduled for August PC meeting)
 - 78-unit apartment complex on the south side of the intersection of Franklin Street and Russell Drive (scheduled PC hearing on July 15)
 - Ministerial Review for a landscape business on Airport Road.
- Three DRT meetings were held during the month of June. Discussion included fire regulations and potential apartment development for the second story of a building in downtown; a possible church and entertainment venue in the old Hometown Furniture site; and a residential single-family home development on Kees St.
- With the new food cart rules in place, there will be the requirement for some food carts to relocate as the previous site they operated no longer meets the requirements for an eligible site. The new code that was adopted last year now requires single food carts to operate on an improved site (such as a location with a permanent business operation). The majority of the existing carts in the City meet this criteria, but one or two will be required to relocate to meet this new requirement. This will likely create a level of conflict for the few affected businesses, but we will be working diligently to address the concerns, ensure there is a clear understanding of the new rules, and help identify alternative locations.

B. Building:

- The city processed 58 permits in May. Total fees received were \$23,785.00 and valuation of construction was \$1,719,409.00. By comparison, in May 2019, 78 permits were processed. Total fees received were \$25,690.34 and valuation of construction was \$1,595,817.32.
- 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)
 - Mill Race Multi-Use Building (Hwy 20, north of Reeves Pkwy)

C. Economic Development:

- The Economic Development Catalyst has been diligently working on finding funding opportunities to help the local business community. The following are the prospects that are currently being pursued:

- Small Business Assistance program - The Economic Development Catalyst has attended meetings and webinars in regards to creating a Small Business Assistance program to gather funds in order to apply for the 3rd round of funding through Business Oregon. These funds would only go toward businesses in the territory of Lebanon. The group administering for this program would be a local CDFI, DevNW. There has been no changes to the efforts for this program. The project is in a holding pattern until we have a response from the Oregon Community Foundation regarding the grant application and/or response from the Lebanon Industrial Development Corporation regarding a request for funds to support this effort.
- CDBG - Business Oregon has reallocated funds for additional Community Development Block Grants (CDBG) for economic development. The funds are broken out to a few different options:
 - Microenterprise Grants: Sweet Home has applied on behalf of Linn County (excluding Albany as they are an entitlement city) for \$150,000 and work with the same CDFI to administer these funds county wide. Sweet Home would be responsible for the reporting to Business Oregon. These funds are for job retention or creation and would provide \$2,500 per employee retained or job created for at least 6 months. There is also an option for businesses to apply for \$10,000 if they are a sole proprietor and can prove they are low to moderate income (LMI)
- The Economic Development Catalyst has also been in regular communication with the Chamber of Commerce, Lebanon Downtown Association and local businesses to gauge which businesses are in the process of reopening. Below is a list of businesses that have or will soon reopen under the Phase One guidelines:
- Lebanon Downtown Association (LDA) Meetings: The Economic Development Catalyst has still been in attendance for the Design Committee Meetings, Economic Vitality Committee Meetings (EVC), and the Board Meetings. The EVC has created the event for the first virtual "Space Walk" to showcase the vacant spaces in the downtown.
- The Economic Development Catalyst has also been attending meeting for Virtual Greeters (Zeeters), The Museum Foundation, Optimist and other webinars.
- The Economic Catalyst is working with the Arts Commission in determining items for an agenda for a future meeting.
- The Mid Valley Partners (formally the 8 Cities in rural Linn and Benton Counties) will meet in July regarding funding for RAIN and how to support each other during our current economic state and moving forward.
- Business Survey - The Economic Development Catalyst, with the assistance of the Chamber of Commerce and Downtown Association, administered a survey to get a better understanding of the state of the business economy in Lebanon and gauge the need for seeking the CDBG grant for PPE face masks and business grants. The results are below:
 - Question 1: Has your business applied for funds through the Payroll Protection Program (PPP) or the Economic Injury Disaster Loan (EIDL) Program?
 - 40 total responses
 - 15 - Yes – For PPP
 - 3 -Yes - For EIDL
 - 7 – Both PPP and EIDL
 - 15 – No
 - Question 2: If your Business applied for PP or EIDL did you receive funding?
 - 34 responses
 - 18- Yes- Funding from PPP
 - 1 – Yes- Funding from EIDL
 - 4 – Yes- Both PPP and EIDL
 - 11- NO
 - Question 3: If a small business assistance grant was established for the City of Lebanon would your business apply for funds?
 - 40 responses
 - 18 – Yes
 - 22 – No
 - Question 4: How much money would you apply for if a assistance program was established?

- There were 25 responses ranging from \$2,000-\$50,000 with the most responses at \$10,000 (8 responses)
- Question 5: Is your business at risk of not reopening or permanently closing due to the Coronavirus?
 - 38 responses
 - 1 – Not reopening
 - 2 – Permanently Closing
 - 35 – No
 - Question 6: What resources do you need to no longer be at risk of permanently closing?
 - Here are a few examples: "Just Customers", "Paying off back balances and payments", "We just need to be able to stay open", "Funding", "Volunteer Donations", "Paying for Staff", "Good PPE connections and funding to support this", "Lifting the restrictions on events and gatherings"
 - Question 7: Is your business or do you have employees that are low to moderate income (LMI) and in need of free personal protection equipment?
 - 39 responses
 - 1 – Reusable Masks
 - 2 – Disposable Masks
 - 2 – Yes – But not LMI
 - 1 – Other PPE
 - 33 – None
 - Question 8: Are there other resources that you need to assist your business?
 - 22 responses
 - Here are some examples:
 - "I can't think of what the City of Lebanon would be able to do for my small business except to give a break on the water bill"
 - "Paying off water bill and other utilities"
 - "Customers!"
 - "Just some restrictions lifted"
 - "Low interest loans"
 - "Special permit for outside seating at restaurant would be nice"
 - "We wanted to order PPE for the office and can not find any to order"
 - "PPE is our highest priority. Funding to support this ongoing need."

IV. ENGINEERING SERVICES – Ron Whitlatch, Director

- 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 July (waiting for survey data).
- Staff is continuing to work with Build Lebanon Trails on multiple projects. The trail from Cheadle Lake Boat ramp to Mountain River Drive has been completed. There will be a ribbon cutting ceremony on June 30th at 11:00 am to celebrate this trail project. Staff will be working with BLT to begin design of the Old Mill Trail (Mountain River Park to Gills Landing)
- The playground structure for Porter Park will be installed next fiscal year. The remainder of the park has been constructed.
- David Evans and Associates has completed the update to the existing Westside Interceptor (sanitary sewer) model. The 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. 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. 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 summer 2020. The goal of this phase will be to extend the WSI 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 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 which is contributing to capacity issues in the Westside Interceptor.
- 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 fall 2020.
- Staff will be putting the Sherman Street Waterline out for bids in summer 2020. This project replaces an existing 2-inch line on Sherman from Tenth to Seventh with an 8-inch line.
- Staff is continuing to work with David Evans and Associates 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 a minor half street on Vine Street.
- 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 completing the design and cost estimates for the Old Mill Trail. This trail runs from Gills Landing to Riverview School. Construction will likely happen in 2021. A majority of this project is being privately funded with the remaining balance to hopefully be paid for with a grant.
- Staff will likely be moving forward with a plan to update the Street and Water SDC's. We intend to work with our consultant to update the Transportation SDC's first, which will begin in August 2020. are currently waiting on a proposal from an SDC Consultant to complete the work.
- The City is in the preliminary phases of prepping for a new Traffic Signal at the intersection of Airport Road and Stoltz Hill Road. This is in conjunction with a proposed development (Applegate landing) which will extend Stoltz Hill north of Airport Road. This will be a joint developer, City, and Linn Count project.
- 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. Building under construction.
- 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 grading in process.
- 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.
- Paventy & Brown Orthodontics new building site plans have been approved. Project has been award and to start shortly.
- River Place at the Lakeside subdivision plans have been approved, construction postponed until summer 2020. Preconstruction meeting complete.

- 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) all public improvement complete and tested. Final plant signed and recorded with building permits issued for two tax lots.
- Garden View Apartments plans have been stamped approved construction in process. 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 completed sewer extension of main. Working on onsite utilities.
- N 5th apartments plans have been stamped approved, construction to start soon.
- Water main extension for Franklin Street for single family home construction started and making progress with extensions.
- Gerig warehouse and water line extension water line complete and sewer tap to manhole. Contractor working on punch list items.
- Cam Multi-family 10th & 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, sewer connections complete.
- Redbud Apartments on Airport Road, plans stamped and contractor working on site grading.
- Vine Half Street improvements, public improvements permit issued, and construction started. All sewer taps complete.
- Welch Apartments (Walker Rd)- sewer main extension across Walker Road complete, contract working on site plan.
- Mazama Water Line Ext- contractor completed punch list items. Engineer to submit asbuilts prior to final acceptance.
- Applegate civil and site plans reviewed, and revisions submitted to the Engineer.
- Traffic Impact Analysis for Colonia Pax I & II housing next to Walmart, complete and under review.
- Traffic Impact Analysis for McKinney II Apartments complex complete and under review.

V. FINANCE SERVICES – Matt Apken, Finance Director

- **Accounts Payable**
 - FY19/20 payments made in June 2020, 215 invoices were processed for payments of \$965,942.
- **Utility Billing for June 2020:**
 - 5,858 Billing statements mailed by the end of June = \$953,341.
 - Active accounts: 6306
 - Penalties were waved due to the Coronavirus and no lien notices were sent out.
 - 0 Pre-lock off IVR calls sent out
 - Lock offs were not done due to the Coronavirus.
 - Total of 227 Service orders: 23 read request, 0 Lock offs, 6 Turn offs, 39 Turn on, 40 Move Outs, 56 Move ins, 2 reconnects, 6 Returned Mail, 9 Leak Checks, 1 Pressure Test, 44 Meter Change out, 1 New Meter Installations, 0 Quality Checks, 0 Door Hangers, 0 Dead meters, 0 misc. other.

	June 19	July 19	Aug 19	Sept 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	June 20
Active Accounts	6,273	6,281	6,281	6,279	6,295	6,294	6,295	6,296	6,299	6,301	6,304	6,305	6,306
Penalty applied	1,280	918	1,175	1,185	788	853	959	822	822	0	0	0	0
Lock Offs	58	97	48	72	64	48	61	49	49	0	0	0	0

VI. INFORMATION TECHNOLOGY SERVICES – Brent Hurst, Director

- Coordinated and ran multiple Zoom and YouTube meetings over the month.
- Worked with Senior Center to allow Program Director the ability to directly call seniors and add them to Zoom meetings who may have difficulty in connecting to a remote or virtual meeting.
- Helped City Electrician continue to install and configure security cameras at City properties.
- Started HR Director on DocuSign pilot project to streamline documentation process.
- Performed regular monthly windows updates.
- Updating new next generation firewalls with current firewall rules continues.
- Moved cameras at City Hall to new updated network switches.
- Performed weekend work to update file servers.
- Talked with Box.com to determine viability of moving files to cloud only.
- Troubleshot an issue where the time on one of the Water Treatment Plant workstations is drifting and reached out to the SCADA vendor for further assistance.
- Attended a meeting with the SCADA vendor to discuss the emergency auto-dialer solution as well as database reporting changes.
- Researched PCI compliance for the Finance department and drafted an action plan to get users trained to satisfy the training requirement.
- Attended a weekly meeting with the Lebanon Police Department and the Linn County District Attorney's office to discuss digital evidence sharing.
- Researched, and identified, an issue with wireless access point connectivity at the Lebanon Fire Department Station 34 building as it related to power outages they were experiencing.
- Zoom training and testing + account setup for Fire Admin
- Station 35 network review and fax machine options to Assist. Fire Chief.
- Used the mobile device management system to install necessary ArcGIS apps on an iPad given to the water crew.
- Researched possible issues with the battery backup unit at Peterson's Butte and notified the IT team.
- Created new graph dashboards to assist in tracking down high bandwidth utilization at the Water Treatment Plant.
- Researched, and troubleshot why one workstation at the Water Treatment Plant was utilizing the most bandwidth.
- Configured the mobile device management system to allow for the enrollment of Android devices.
- Created graph dashboards and email alerts for the Water Treatment Plant battery backup system.
- Researched long distance phone call issues at Station 33 for the Lebanon Fire Department.
- Researched, troubleshot, and resolved issues which were causing network ports to go up and down over 8000 times in a day.
- Worked with the Lebanon Library to reorganize the public computing displays to reduce the number of servers being used by one.
- Attended a conference call with our network vendor CompuNet and performed the necessary steps to perform a data center health check.
- Completed enrollment form for Verizon Wireless to allow the City to enroll Android devices from Verizon in our mobile device management system.

- Researched, and troubleshoot the back hallway lock in the Justice Court area.
- Updated the public computing schedules to match the new Lebanon Library hours of operation.
- Reconnected various City of Lebanon Facebook accounts with the ArchiveSocial system.
- Cleaned up a phishing attempt that was sent to members of the Lebanon Maintenance department.
- Worked with vendor support staff to reconfigure both Finance debit card scanners' network configuration, troubleshoot, resolve issues, and verify proper function.
- Completed Knox updates for LFD.
- Worked with IT team to inspect and review LFD Station 31 server room equipment and identified need to shut down and reorganize power sources for multiple resources.
- Review possibility of Station 34 network access via Wireless link from Water Treatment Plant.
- Worked through an updated list of antivirus exclusions for the Police department's CAD/RMS system and ensured that the antivirus policies were up to date.
- Worked with intern to start building a file access events dashboard in our ELK stack.
- Setup backups of the Police department's CAD/RMS system to run on a nightly basis and ensured that there were no complaints of performance during that time.
- Created a solutions document outlining how to forward voicemail recordings to a different email address.
- Setup a Splunk server to store and analyze system messages from key switching equipment throughout the City.
- Coordinated with Library and Maintenance staff regarding issues with existing departmental Flex web maps and created new Library Web Application for mapping addresses to determine eligibility of patrons.
- Downloaded and processed updated tax lot data from Linn County GIS FTP; added hyperlink fields and calculated property records and assessor map hyperlinks, imported to production geodatabase, clipped and loaded updated data into production dataset, ran comparison process, exported selected records to database table, modified and exported to spreadsheet; coordinated with Community Development staff.
- Completed Community Development web application development project.
- Completed LFD ASA Web Mapping Application for LFD staff.
- Coordinated Sanitary Sewer system feature update with Maintenance staff.
- Coordinated and attended asset management software demonstration web conference with IT, Finance, Maintenance, and vendor staff; discussed solution viability, implementation, integration, and project schedule.
- Prepared for and conducted LFD GIS web mapping tutorial.
- Coordinated with IT staff regarding ArcGIS API and pop-up resizing project; reviewed scope and demonstrated issues; updated staff AGOL permissions and group memberships; coordinated screenshots of web map in question and navigation page, and showed how to get to pop-up configuration and how to edit HTML code in pop-ups.
- Continued Storm Drain Investigation ArcGIS Collector application project.
- Coordinated City Protect project needs with Police staff; need to create GIS point layer from inventory spreadsheet in network directory.
- Coordinated Hydrant Maintenance project with maintenance staff; will generate hard copy resources first and interactive web resource secondary.
- Coordinated Community Development web app updates with Community Development staff; updated Building layer symbology and address locator layer priorities; identified updates needed to the Notification widget, attempted to update via settings, and coordinated with IT staff to discuss potential coding updates.
- Installed Windows updates on both GIS servers, restarted, and verified services restored; coordinated with City and IT staff.
- Prepared for and attended GIS software vendor coordinated web conference; reviewed GIS Enterprise progress and application creation; coordinated editor tracking process issues (vendor will research and get back to us); discussed ArcGIS Pro, Network Utility Dataset resources and training, virtual User Conference attendance, and asset management software vendors and resources for coordination.
- Completed BLM March GIS resource project.
- Coordinated aerial photography project timeline and progress with vendor and Engineering staff.

THE CITY THAT FRIENDLINESS BUILT

- 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. 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 reopened to the public on Monday, June 15th. In order to maintain social distancing guidelines, we are limiting the number of people in the building to 25% of capacity. Our current hours of operation to the public are 12:00pm-6:00pm, Monday thru Thursday. We continue to offer curbside service between 10:00am-12:00pm, Monday thru Thursday, and from 10:00am-4:00pm Friday and Saturday. We have not asked our volunteers to return yet so staff are performing those tasks.
- Our Summer Reading Program will kick off on July 1st. This year's SRP will be abbreviated, lasting only for the month of July. There will be no programs or events.
- We continue to engage with our patrons via social media, offering virtual storytimes, craft and STEM demonstrations.
- We are working on expanding our Library of Things to include board games.

VIII. MAINTENANCE – Jason Williams, Director

A. Streets

- Street sweeping continues including sweeping for the City of Halsey and Brownsville.
- Provided road closures for contractors.
- Completed sign maintenance as needed.
- Placed banners at all locations for special events.
- Completed a round of cold mix pothole patching.
- Continued mowing in the rights-of-way.
- Continued grading of City maintained alleyways.

B. Collections (Sanitary-Storm)

- Assisted the Water crew with many service line repairs.
- Cleaning and televising sanitary and storm sewer continue.
- Continuing with ditch mowing and cleaning.
- Located sewer lateral connections for contractors.
- Assisted the Waste Water Treatment plant with the Vactor cleaning out the basin.
- Mowed all open ditches and drainage ways to prevent fire hazards and drainage issues.
- Continued I and I investigations on the existing westside interceptor. The collections crew has spent the majority of their time with this investigation.

C. Water:

- Meter reading has been completed.
- Daily water service orders including, leak checks, locates, taste and quality issues, water samples and other customer concerns continue.
- The crew paved and replaced concrete after new or leaking water services were placed.
- Replaced approximately 25 water meters to touch/radio read.
- Installed (6) new water services.
- Repaired (2) main line breaks.
- Replaced (1) 60ft section of main.
- Repaired (1) broken service line.
- Fire hydrant maintenance has been started. All hydrants on Hwy 20 into and out of town have been successfully painted and maintained. These hydrants have also been tracked and updated in the City's new mapping system.
- Changed out failing meter boxes and dead meters.

- Worked on the water maintenance list.
- Vehicle Maintenance.
- Worked daily on service line leaks.

D. Parks:

- Opened, closed and cleaned parks restroom buildings daily.
- Completed landscaping rounds in all parks and school district properties.
- Chemical applications have been made in parks and school district property for weed control.
- Strawberry Plaza water feature has been turned on.
- Picnic tables places at all parks.
- Applied chips in landscape areas as needed to eliminate hand work.
- Trails have all been swept.
- Daily vandalism control/repair.

E. Building Maintenance:

- Maintaining COVID-19 level cleaning requirements for all buildings.
- Completed installation of sneeze guards in City buildings as preparation for re-opening to the public.

IX. POLICE – Frank Stevenson, Chief of Police

- The Patrol Division had approximately 1,124 calls for service, made 63 arrests, issued 58 traffic citations and wrote 103 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.
- Beginning the first of the month, Lebanon Jail has opened back up, using cautionary measures. As of June 25th, 2020^d, 21 individuals were booked and released, brought to Lebanon Municipal Court or Linn County Court, transported to/from Linn County Jail, or sentenced to the Lebanon Jail. A combined 67 days were served by inmates in the Lebanon Jail
- Detectives remain busy with involved sex abuse cases and narcotics investigations. They were assigned six new cases this month, cleared three cases, and made one arrest.
- Traffic safety class remains postponed due to COVID-19.
- I am happy to announce Jason Guilford will begin his career with Lebanon Police Department on July 6th, 2020. He comes to Lebanon with a Law Enforcement background and is excited to begin.
- The Reserve Officer recruitment process tested several interested individuals on June 6th. We will be interviewing 5 people in July. This is a voluntary position.
- An internal promotional process to fill a new, additional lieutenant position began June 1st. This lieutenant will be tasked with the operational and leadership responsibilities of one or more functional divisions within the Lebanon Police Department. With that, the vacating sergeant will also create a vacancy (FTE will remain the same, however).
- The Community Services Division remains active in the community. This month, staff has been very involved with assisting citizens in various ways during the pandemic.
- We started a new program for business and homeowners to register their camera with LPD. The purpose behind this new program is to work with the public when crime occurs. We will now be able to know camera location for us to contact and ask to see surveillance footage. This is another partnership between LPD and the community to help reduce crime.
- As most are aware, there was a protest held within the city limits of Lebanon. To ensure the safety of the public and individuals voicing their concerns, several hours of planning were conducted, bringing five outside agencies to assist. I am very pleased to say people were respectful and there were no issues to report.

X. SENIOR SERVICES and LINX – Kindra Oliver, Director

- The Senior Center has a list of classes and groups we'd like to start adding back to the schedule but will hold off if we

start to see a rise in COVID-19 cases in Lebanon and Linn County. The first two we'll be adding back are Tai Chi/Chair Chi and Yoga on the lawn. These will be hybrid classes, capped at 12 participants in person and will be recorded so others can view at a later time. We'll start adding in-person classes slowly, so we can evaluate accordingly.

- The Senior Center continues to offer virtual on-line activities and classes. Thank you to our IT staff, we have a few more options to make things easier for staff and our users. We will be using Zoom, You Tube and Facebook to provide more programming and reach more seniors who are remaining at home. Follow the [Lebanon Oregon Senior Center](#) on Facebook, for up to date information and check out our programming for the month of June.
 - Gardening
 - Cooking demos
 - Chair Chi exercise
 - Strengthen and Stretch class
 - Engage Your Brain
 - Book Club
 - And more!
- The Senior Center is helping the Library deliver books to those in our community who aren't able to make it down to pick them up. The process is the same, just let the Library staff know if someone needs help getting their books and we'll arrange to deliver them to their doorstep.
- Our Friendship Brigade continues to keep in contact with seniors in our community to help combat isolation. This program has been well received and we appreciate the Senior Center volunteers who are assisting us.
- The Lebanon Senior Center (LSC) continues to partner with Lebanon Police Department (LPD) to offer grocery and prescription pick-ups for our senior population and those whose immune systems are compromised. Please call 541-258-4919 for assistance.
- 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.
- We continue to see an increase in ridership and currently looking at adding back Saturday service and the Loop in September, as long as positive COVID-19 cases aren't increasing in Lebanon and Linn County.

*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.*