

# COUNCIL AGENDA



May 8, 1991

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## **1991 CITY COUNCIL GOALS**

- 1) DEVELOP A FUNDING BASE THAT ENSURES CONTINUED STABILITY AND ALSO ALLOWS FOR PLANNED GROWTH
- 2) ENCOURAGE ECONOMIC DEVELOPMENT
- 3) IMPROVE UTILITY AND TRANSPORTATION SYSTEMS
- 4) CONTINUE EFFORTS TO IMPROVE COMMUNICATIONS WITH THE COMMUNITY
- 5) CONTINUE TO EVALUATE SERVICE DELIVERY SYSTEMS TO BETTER MEET THE EXPECTATIONS OF THE COMMUNITY
- 6) ENCOURAGE DOWNTOWN REVITALIZATION
- 7) FOSTER COMMUNITY PRIDE
- 8) PROMOTE POSITIVE INTERGOVERNMENTAL RELATIONS
- 9) BROADEN CULTURAL AND RECREATIONAL OPPORTUNITIES



Rollin Oldies Car Club  
PO Box 194  
Lebanon, Oregon 97355

May 3, 1991

To: City of Lebanon, Joseph Windell

The Rollin' Oldies Car Club of Lebanon is requesting approval to close Ash St. between Main & 2nd St. on Saturday, June 1, 1991 to display club member's automobiles. The purpose of the car display is to show the member's special interest automobiles & also give the public something to do before the Strawberry Festival Parade & immediately afterwards. We hope to be able to assemble our cars at 9AM & continue for a period after the parade as long as interest merits. Attached is a letter with the signatures of all businesses affected on Ash St. giving their approval to close the street on this date.

We would like to pick up the barricades from the Public Works Dept. Friday, if possible, so that they will be in place on Saturday morning. Thank you for your consideration.

Sincerely,

Harry Carter, President  
Rollin' Oldies Car Club

I give my approval to close ASH St. between MAIN & 2nd St. on Saturday, June 1st, 1991 so that the street may be used to display cars by the Rollin' Oldies Car Club of Lebanon during the Strawberry Festival.

Nelson's Auto Supply

Paul Nelson

Sharon's Restaurant

Sharon Briggs

Sheer Perfection Beauty Mall

Deanna Crowe

Candi's Hacienda

Jenny Beasley

LEBANON CITY COUNCIL

May 8, 1991

7:30 p.m.

A G E N D A

Lebanon School District Offices - Board Room  
485 S. 5th Street

CALL TO ORDER/FLAG SALUTE

ROLL CALL

APPROVAL OF MINUTES

1. Minutes of the April 24, 1991 Lebanon City Council meeting

SPECIAL PRESENTATION

2. RECOGNITION OF PATRICIA DUNN AND JEANNE GENTRY FOR THE WORK DONE ON THE LEBANON PIONEER CEMETERY BOOK

Presented by: Jim Ruef, Director of Public Works

PRESENTATION OF APPRECIATION AWARDS

Presented by: Bob Smith, Mayor

LEGISLATIVE ACTION

3. HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM PROPOSAL

Presented by: Joseph Windell, City Administrator

Acceptance of contract for hazardous materials emergency response team services and authorize the City Administrator to sign contract by MOTION

4. APPOINTMENT OF CITY AUDITING FIRM

Presented by: Judy Wendland, Finance Director

Appointment of Faler, Grove and Mueller as city auditor and to authorize City Administrator to enter into contract negotiations and sign contract

5. ACCEPTANCE OF OFFER FOR ASPEN PARK LOT #103 - JODY PLACE

Presented by; Judy Wendland, Finance Director

Acceptance of offer from D. Miller for Aspen Park lot #103, Jody Place by  
MOTION

6. ADOPTION OF RESOLUTION SUPPORTING HOUSE BILL 3559  
REGARDING ROAD FINANCING

Presented by: Joseph Windell, City Administrator

Adoption of RESOLUTION supporting the recommendations of the Oregon Road  
Financing Committee

**OTHER MATTERS**

7. SETTING OF A DATE FOR INVITATION OF PUBLIC COMMENTS ON THE  
PROPOSED WAL-MART DEVELOPMENT PROJECT - City Council Meeting  
of May 22, 1991

8. WATER SYSTEM CAPITAL IMPROVEMENT PROJECTS (*Information only*)

Presented by: Jim Ruef, Director of Public Works

**MINUTES/MONTHLY REPORTS**

9. Minutes of the March 20, 1991 Library Advisory Board meeting

10. Minutes of the March 27, 1991 Senior and Disabled Services Advisory Board  
meeting

**CITIZEN COMMENTS**

**ADJOURNMENT**

# **AGENDA ITEM 1**

## MINUTES OF THE APRIL 24, 1991 LEBANON CITY COUNCIL MEETING

The Lebanon City Council met in regular session on April 24, 1991. The meeting was called to order by Mayor Bob Smith at 7:30 p.m. in the Lebanon School District Offices, Board Room. Present in addition to Mayor Smith were Councilors Lyle Winters, Ron Miller, John Richard, Diane Branson, Ken Toombs and Wayne Rieskamp. Also present were City Attorney Tom McHill, City Administrator Joseph Windell, Finance Director Judy Wendland, Police Chief Walt Richmond and Library Services Program Manager Susan Messersmith.

The minutes of the April 10, 1991 Lebanon City Council meeting were approved as submitted.

Finance Director Judy Wendland addressed the Council regarding the appointment of the City's Agent of Record. She indicated that three proposals had been received and that the Agent of Record Committee comprised of Councilors Branson, Toombs and Rieskamp had reviewed the proposals. They determined that the City's insurance needs are best served by continuing with the Portland firm of Sedgewick James. The fee for services was determined to be limited to the commissions received.

Motion by Councilor Toombs, seconded by Councilor Branson to appoint Sedgewick James Insurance of Portland as the City's Agent of Record for FY 91-93 and to authorize the City Administrator to conclude negotiations and sign the contract. Motion passed unanimously.

Finance Director Wendland also addressed the Council regarding the renewal of the OMI Contract for water and wastewater service. She stated that the Finance Committee had met and reviewed the renewal request. She added that the committee members had negotiated for a four-year contract and that the yearly cost of the contract is equal to 3% per year. She added that the contract fees include OMI taking full responsibility for grounds maintenance at the wastewater plant, wherein prior to this, the City has been taking care of the grounds.

Motion by Councilor Miller, seconded by Councilor Winters to authorize the City Administrator to sign Amendment 1 for contract services with OMI. Motion passed unanimously.



## MINUTES OF THE APRIL 24, 1991 LEBANON CITY COUNCIL MEETING PG. 2

City Attorney Tom McHill addressed the Council regarding an amendment to the Lebanon Municipal Code regarding an inconsistency between the term of office provided by the Lebanon Municipal Code for advisory board members and what the provisions of the Oregon Revised Statutes (ORS) 357.465 outlines. Mr. McHill stated that our municipal code provides that no advisory board member can hold no more than two full consecutive terms and that a member could be reappointed only after a two-year absence. He added that the Oregon Revised Statutes (ORS) requires only a one-year absence after board members have served two full consecutive terms. He recommends that an Ordinance be adopted which would bring us into compliance with the ORS.

ORDINANCE BILL NO. 5, A BILL FOR AN ORDINANCE AMENDING CHAPTER 2.20 OF THE LEBANON MUNICIPAL CODE - LIBRARY ADVISORY BOARD AND DECLARING AN EMERGENCY was read by title only. Motion by Councilor Richard, seconded by Councilor Rieskamp to adopt the Ordinance. Motion passed by a roll call vote of 6-0. Thereupon Mayor Smith declared the Bill passed and the title of the Bill became the title of Ordinance No. 2097.

City Attorney McHill addressed the Council regarding amending the Lebanon Municipal Code, Chapter 2.24.030 regarding occupation and residency of Planning Commission members. He stated that a provision has been added to the code section which allows no more than three members of the Commission to be non-residents of the City. He added that he has changed the language to reflect that no more than one of these non-resident Commission members be involved in agriculture and/or forestry. Mr. McHill indicated that currently one vacancy on the Commission exists and that it has been advertised in the local papers.

Councilor Winters inquired as to what the current occupations were of the Planning Commission. City Attorney McHill responded that he was unsure of the exact occupations of some of the Commission members, but occupations in the field of real estate and business were represented.

ORDINANCE BILL NO. 6, A BILL FOR AN ORDINANCE AMENDING CHAPTER 2.24.030 OF THE LEBANON MUNICIPAL CODE, PLANNING COMMISSION- OCCUPATION AND RESIDENCY; AND DECLARING AN EMERGENCY was read by

## MINUTES OF THE APRIL 24, 1991 LEBANON CITY COUNCIL MEETING PG. 3

title only. Motion by Councilor Rieskamp, seconded by Councilor Toombs to adopt the Ordinance. Motion passed by a roll call vote of 6-0. Thereupon Mayor Smith declared the Bill passed and the title of the Bill became the title of Ordinance No. 2098.

Finance Director Judy Wendland addressed the Council regarding the rate increase request for garbage service from Albany-Lebanon Sanitation. She indicated that the Finance Committee has met and has voted to approve the rate increase for Albany-Lebanon Sanitation. The increase would take effect May 1. Finance Director Wendland stated that the overall increase equals 11%, with some rates reflecting a larger increase than others.

RESOLUTION NO. 19, A RESOLUTION APPROVING CHANGES IN RATES TO BE CHARGED FOR THE COLLECTION, TRANSPORTATION, AND CONVEYANCE OF SOLID WASTE AND RECYCLABLE MATERIALS WITHIN THE CITY OF LEBANON was read by title only. Motion by Councilor Richard, seconded by Councilor Miller to adopt the Resolution. Motion passed unanimously.

The time being 7:45 p.m. Mayor Smith opened the public hearing regarding the sale of city-owned property on School Lane to Ms. Barbara Irvine. City Administrator Windell stated that an offer of \$500.00 has been received from Ms. Irvine to sell a portion of city-owned property located at the southern end of School Lane. The request involves selling a piece of property 40'X 73' to construct a shop. Ms. Irvine's proposal indicates that even though the assessed value of the property is between \$1,900 to \$2,000, she has maintained the area for the past 19 years. i.e. mowing grass, weeding, etc. and the amount of \$500.00 is a fair price to pay.

No one appeared to speak for or against the property sale. The time being 7:47 p.m., Mayor Smith closed the public hearing.

Motion by Councilor Winters, seconded by Councilor Branson to accept the offer of \$500.00 for a portion of School Lane from Barbara Irvine. Motion passed unanimously.

Councilor Branson stated that B.J. Schwegman who had recently been hospitalized with pneumonia, wanted her to express his thanks to the Council for their cards, phone calls and flowers sent to him during his stay in the hospital. She added that he is now recuperating at home.

MINUTES OF THE APRIL 24, 1991 LEBANON CITY COUNCIL MEETING PG. 4

There being no further business to come before the Council, the meeting was adjourned at 7:50 p.m.

ATTEST:

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Mayor

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City Administrator

**AGENDA ITEM 2**  
**SPECIAL PRESENTATION**

**AGENDA ITEM 3**

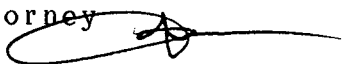
**APPROVAL OF CONTRACT FOR  
REGIONAL HAZARDOUS MATERIALS  
RESPONSE TEAM SERVICES**



CITY OF LEBANON  
M E M O R A N D U M



TO: Joe Windell, City Administrator      DATE: April 25, 1991

FROM: Tom McHill, City Attorney 

SUBJECT: Contract for Regional Hazardous Materials  
Emergency Response Team Services

I have had the opportunity to review the proposed agreement between the State of Oregon, State Fire Marshall, and various jurisdictions throughout the area. First of all, based upon the potential commitments to be made by each contracting agency, this matter should be taken up with the City Council for approval and specifically for authorization for you to enter into the contract. As I understand the agreement, basically each of the contracting agencies is agreeing to provide certain services to the State. It appears that most of the services or costs incurred therein will ultimately be reimbursed from the State. As to how that initial expense may be distributed throughout the contracting agencies, the contract is silent. Nevertheless, I think this matter should be reviewed by both of us and should be brought up at a formal presentation for the City Council's consideration.

After you have had a chance to take a careful look at the contract, please contact me and we can talk about it then.

**CONTRACT FOR  
REGIONAL HAZARDOUS MATERIALS EMERGENCY  
RESPONSE TEAM SERVICES**

**Between**

**THE STATE OF OREGON, ACTING BY AND THROUGH  
THE OFFICE OF STATE FIRE MARSHAL**

**and**

**CITY OF ALBANY  
BENTON COUNTY  
CITY OF CORVALLIS  
CITY OF HARRISBURG  
CITY OF LEBANON  
LEBANON FIRE DISTRICT  
CITY OF SWEET HOME  
TANGENT RURAL FIRE DISTRICT**

**STATE OF OREGON**

**Barbara Roberts  
Governor**

**Everett Hall  
State Fire Marshal**

**Date: March 1991  
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# Regional Hazardous Materials Emergency Response Team Contract

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**Addenda**

Addendum 1 - Additional Contract Terms

Addendum 2 - Apparent Award Letter

**Exhibits**

Exhibit A - Contractor's Primary Response Area

Exhibit B - Standard Operating Procedure

Exhibit C - Vehicle and Equipment Reimbursement Schedule

Exhibit D - Personnel Reimbursement Schedule

Exhibit E - Contractor Cost Recovery System

**Contract for Regional Hazardous Materials  
Emergency Response Team Services**

**General Contract Information**

**1.0 Contract Type:** This personal services Agreement is between the State of Oregon, acting by and through the State Fire Marshal (hereinafter "State") and the City of Albany, Benton County, City of Corvallis, City of Harrisburg, City of Lebanon, Lebanon Fire District, City of Sweet home, and Tangent Rural Fire District (**hereinafter "Contractor"**) for the provision of regional hazardous materials emergency response services as described herein and authorized under ORS 453.374 to 453.390.

**1.1 Recitals:** In order to protect life and property against the dangers of emergencies involving hazardous materials, the State Fire Marshal may assign and make available for use in any county, city or district, any part of a regional hazardous materials emergency response team.

The State desires to enter into this Agreement to establish Contractor as a regional hazardous materials emergency response team, and Contractor desires to be so designated and to enter into this Agreement.

**1.2 Contract Term:** This Agreement shall be from the date of the last required signature to June 30, 1991. Subject to Legislative approval, future Agreements will be awarded on a biennial basis.

**Standard Contract Terms and Conditions**

**2.0 Definitions:**

"Agreement" means this contract, together with all addenda and exhibits. Addendum include the following:

Addendum 1	Additional Contract Terms
Addendum 2	Apparent Award Letter to Contractor

This Agreement constitutes the entire contract between the State and the Contractor.

"Clean up" means the measures taken after emergency response to permanently remove the hazard from the incident site.

"Contractor" means the local government agency by which the service or services will be performed under this Agreement.

"Emergency Response" means:

- a. Actions taken to monitor, assess and evaluate a spill or release or threatened spill or release of hazardous materials;
- b. First aid, rescue or medical services;
- c. Fire suppression, containment, confinement, or other actions appropriate to prevent, minimize or mitigate damage to the public health, safety, welfare or the environment which may result from a spill or release or threatened spill or release of a hazardous material if action is not taken.

"Emergency Response Cost" means the total emergency response expense arising from a hazardous materials emergency. Such costs generally include, but are not limited to, all State and local government expenses that result from the assessment and emergency phases of the response activity. Emergency response costs do not include clean-up or disposal costs of hazardous materials, except as may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident.

"Extraordinary Response Cost" means those Contractor expenses which are expressly allowed under this Agreement and are approved by the State.. Extraordinary costs under this Agreement do not include the wide range of emergency response costs associated with a hazardous materials emergency, but shall be limited to approved expenses directly related to regional hazardous materials emergency response team operations.

"Hazardous materials" shall have the same meaning as "hazardous substance" as that term is defined in ORS 453.307(4).

## Regional Hazardous Materials Emergency Response Team Contract

"HIRT" means a Heavy Intervention and Rescue Team. This operational concept was described and offered in the State's RFP. It was subsequently withdrawn. Current operational formats are now limited to, "Level A Regional Hazardous Materials Emergency Response Teams", or "Level B Special Chemical Assessment Teams (SCAT)" defined herein.

"Incident" means any actual or imminent threat of a release, rupture, fire or accident that results, or has the potential to result, in the loss or escape of a hazardous material.

"Local Government Agency" means a city, county, special function district or subdivision thereof.

"ORS" means Oregon Revised Statutes.

"Primary Response Area" means that geographical region where the Contractor is principally responsible for providing regional hazardous materials emergency response services.

"Regional Hazardous Materials Emergency Response Team" means the designated employees of the contractor who are expected to respond to, control, and/or stabilize actual or potential emergency releases of hazardous substances. Teams shall be classified in one of two operating formats according to the type of personal protective equipment provided:

- 1) A Regional Hazardous Materials Emergency Response Team operates within the safety limits of "Level A" personal protective equipment as discussed in Oregon-OSHA's OAR 437-02-100(q) and its Appendix B. Regional Hazardous Materials Emergency Response Team staffing normally includes up to eight (8) team members.
- 2) A Special Chemical Assessment Team (SCAT) operates within the safety limits of "Level B" personal protective equipment discussed in Oregon-OSHA's OAR 437-02-100(q) and its Appendix B. SCAT staffing normally includes up to four (4) team members.

"Release" shall have the same meaning as that in ORS 465.200(14)

"Responsible Party" means the person(s) responsible for causing the emergency to which the Contractor responded. (See, e.g. ORS 453.382).

"State" means the State of Oregon acting by and through the State Fire Marshal.

"State Spill Response Revolving Fund" means the revolving fund established under ORS 453.390 et seq.

## 2.1 Statement of Work:

2.1.1 Services to be Provided by Contractor: During the term of this Agreement the Contractor agrees to provide **two teams which will provide "Level B" special chemical assessment team (SCAT)] services** within the boundaries of Contractor's assigned Primary Response Area described in "Exhibit A" and by this reference incorporated herein. Contractor is hereby designated **"HazMat 5."**

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from hazardous materials releases which threaten life, property, or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing and analysis, treatment, removal, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal except as it may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident.

Contractor shall not be required to maintain general security and/or safety perimeters at or near sites and vessels, locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analyses, or to provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched. Both the State and Contractor agree that these functions are

the responsibility of the responsible party or the local jurisdiction in which the incident occurs.

Contractor makes no representations or warranties to third parties with regard to the ultimate outcome of the hazardous materials services to be provided, but will respond to the best of its abilities, subject to the terms of this Agreement.

2.1.2 Performance Conditions: Contractor acknowledges that prior to undertaking any emergency response activity under this Agreement, Contractor shall first receive written approval from the State to proceed with response activities. State approval shall be conditioned upon the Contractor demonstrating to the State that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements. Contractor agrees to allow the State to bill the responsible party(s) for the emergency response costs incurred by the Contractor.

Contractor may request in writing to be authorized to operate on a temporary basis using locally owned vehicles and equipment. If the State approves such request, it will do so in writing. In any case, Contractor may not respond under this Agreement until all required signatures have been obtained and the State has issued a written "Notice To Proceed" to Contractor.

2.1.3 Personnel: Contractor agrees to provide an adequate number of trained, medically monitored, competent, and supervised personnel as is necessary to operate within the safety levels of a "**Level B**" special chemical assessment team (SCAT)]. Contractor agrees to limit its team activities to that within the safety levels specified by OR-OSHA for a **Level B** hazardous materials response team.

2.1.4 Vehicles and Equipment: Until such time as the State is able to complete its procurement and make the vehicle and equipment loans to Contractor, Contractor may provide such vehicles and equipment as it currently has available as provided by §2.1.2 herein. Routine maintenance of State and local vehicles and equipment shall be the sole responsibility of the

Contractor. Repairs, other than routine maintenance, to State vehicles and equipment shall be the responsibility of the State. Contractor agrees to limit its activities to that which can be safely accomplished within the technical limitations of the vehicles and equipment provided by the Contractor or the State. For purposes of this Agreement, routine maintenance means:

- A. Apparatus and Vehicles
  1. Daily/weekly/monthly checks of vehicle and equipment.
  2. Semiannual and/or mileage related lubrication, oil and filter changes.
  3. Annual tuneup as required for preventative maintenance to assure peak performance.
- B. Equipment checks and testing as outlined in the Oregon-OSHA standards and manufacturer's recommendations.
- C. Protective Clothing to be tested as per Oregon-OSHA standards and manufacturer's recommendations.
- D. Communications equipment checked on daily basis and repaired as needed.

2.1.5 Limitations: The State recognizes that the obligations of the Contractor in its own jurisdiction are paramount. Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of a emergency response request by the Contractor. If such response request conforms with the State's Hazardous Materials Response Team Standard Operating Procedure regarding Decisions to Respond to Hazardous Materials Incidents is attached as "Exhibit B" and which by this reference incorporated herein, then the Contractor may respond on its own order and immediately thereafter notify the State Fire Marshal Hazardous Materials Duty Officer.

If the emergency response request does not meet the Standard Operating Procedure criteria, the Contractor shall refer the response request to the State Fire Marshal Hazardous Materials Duty Officer who will evaluate the situation and either authorize the Contractor's response or decline the response request.



If, on occasion, a response under this Contract would temporarily place an undue burden on the Contractor because Contractor's resources are otherwise limited or unavailable within the Contractor's Primary Response Area, then if prior or immediate notice has been provided to the State Fire Marshal Hazardous Materials Duty Officer, the Contractor may decline a request for a regional emergency response.

2.1.6 Business Plan: Contractor and State agree that regional response team operations will be conducted in accordance with a business plan that will be mutually approved.

2.1.7 Administrative Rules: The parties acknowledge that the State will adopt by administrative rule a regional hazardous materials emergency response plan. These rules shall be published and adopted in due course, and upon such adoption, may require modification of the procedures, terms and conditions of this contract. The rules, when adopted, shall not become part of this contract without the agreement of Contractor.

## **2.2 Contractor Compensation:**

There are two types of Contractor compensation under this Agreement: (1) stand-by costs and (2) extraordinary response costs. Each of these are discussed more fully below.

2.2.1 Stand-by Costs: Contractor shall be compensated by the State under this Agreement for its State approved stand-by costs. Such stand-by costs include:

Specialized Training Expenses: The State may provide advanced training and education to Contractor's employees. Requests for such training must be approved by the State in advance. All such training must comply with the governmental regulations associated with assigned duties under this Agreement. Although the State cannot pay for non-emergency salary expenses, it can pay the cost of tuition, training aids, and per diem/travel expenses at State approved rates up to a **(maximum of \$3,000 per person or the proposed rate for up to 24 team members.)** Where the Contractor

demonstrates that its employees already meet or exceed State approved standards, then the allocated training funds may be shifted to the Contractor's equipment account as described herein.

Start-up Costs: No cash payments shall be made to the Contractor in advance of any State approved operations. **However, the State agrees to reimburse contractor's initial start-up costs as follows:**

**Baseline Physicals - \$9,120 (24 members at \$380).**

Vehicle and Equipment Loans: State agrees to purchase and loan the Contractor one or more team vehicles and/or emergency response team equipment as approved in the State's Apparent Award Letter to Contractor which is found in "Addendum 2" of this Agreement which by this reference is incorporated herein.

The specific type vehicle and equipment selections are to be mutually agreed upon by the State and the Contractor. The State and Contractor agree that although a primary project goal is to standardize vehicles and equipment on a statewide basis, limited vehicle and equipment substitutions to meet local needs may be made upon mutual approval of the State and the Contractor.

2.2.2 Extraordinary Response Costs: Contractor shall be compensated by the State under this Agreement for its State approved extraordinary response costs. Such extraordinary response costs include:

Vehicle and Equipment Expenses: Where State has approved the use of Contractor's vehicles and equipment, State shall compensate Contractor at the rates described in "Exhibit C" to this Agreement which by this reference is incorporated herein.

Personnel Expenses: Contractor's extraordinary personnel expenses which are approved and authorized under this Agreement are compensable at the rates described in "Exhibit D" to this Agreement which by this reference is

incorporated herein. Personnel expenses shall be billed to the nearest six (6) minute period worked (e.g. 1/10th hour increments).

**Out-of-Pocket Expenses:** Contractor's necessary and reasonable out-of-pocket expenses related to services rendered under this Agreement are reimbursable. All such costs must be based on actual expenditures and documented by the Contractor. Extraordinary emergency out-of-pocket purchases of up to \$100 per emergency response incident may be made at the Contractor's discretion without prior approval by the State. Contractor's emergency out-of-pocket expenses in excess of \$100 shall normally be approved in writing but, during emergencies, may be approved verbally by the State Fire Marshal Hazardous Materials Duty Officer. Contractor's claim for reimbursement must clearly document the nature of the purchases and extent of the State's prior verbal approval of Contractor's out-of-pocket expenditures. The State reserves the right to deny any payment of unjustifiable Contractor expenditures.

**Billing System:** State agrees to bill responsible parties for Contractor's total emergency response costs. Contractor's emergency response costs shall normally be collected by the State from the Responsible Party(s) before payment is made to the Contractor. Where payment has not been received by the State within 30 days after the second billing to the Responsible Party(s), then the Contractor's approved extraordinary response costs shall be paid to the Contractor from the State Spill Response Revolving Fund. In no case shall the State's payment to the Contractor exceed 63 days after receipt of the Contractor's invoice by State. Thereafter, if the State successfully recovers payment from the Responsible Party(s) it shall first be used to pay the Contractor's extraordinary response costs, if these have not been paid in their entirety, then used to reimburse the State Spill Response Revolving Fund for the amount previously paid to Contractor and the State's administrative costs. Any remaining funds will be paid to Contractor up to Contractor's total emergency response cost.

If a disputed billing is resolved in favor of the responsible party(s), then the Contractor shall not be required to reimburse the State for payments previously made.

The billing and cost recovery process is graphically described in "Exhibit E" to this Agreement and by this reference incorporated herein. Contractor's claim for reimbursement shall be on State approved forms and shall contain such documentation as is necessary to support State's cost-recovery operations and financial audits. Contractor agrees to cooperate with the State as is reasonable and necessary in order to allow the State to bill third parties and pursue recovery actions.

2.2.3 Interest: If the State fails to make timely payments to Contractor as described in 2.2.2, interest shall be paid to Contractor by the State on amounts past due at the rate of interest specified in ORS 293.462(3). Interest payments will be made only if invoiced by Contractor on State-approved forms.

2.2.4 Maximum Contract Value: This Agreement shall have a maximum value of **\$225,000** for stand-by costs. The State certifies at the time of contract that sufficient funds are authorized within the agency's limitation to finance the costs of this contract. The maximum contract value includes those items specified in 2.2.1 and the value of all State owned vehicles and/or equipment which is to be loaned to the Contractor under this Agreement. The maximum contract value does not, however, include Contractor's extraordinary response costs as specified in 2.2.2. Such extraordinary response costs shall be limited only by the funds available in the State Spill Response Revolving Fund established under ORS 453.390 et seq. No additional Contractor compensation shall be paid under this Contract unless otherwise specifically agreed to by both the State and the Contractor, and upon written amendment to this Contract. State's payments shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Contract. Acceptance of payment by the Contractor shall operate as a release to the State of all claims by Contractor for reimbursement of extraordinary response costs except where partial payment has been made due to limitations of the State's Spill Response Revolving Fund and subject to further payment as set forth above.

**2.2.5 Prior Approval:** Contractor, when acting under this Agreement, may not respond without prior written or verbal approval by State. Granting of response approval by the State Fire Marshal Hazardous Materials Duty Officer constitutes the State's agreement to pay Contractor's extraordinary response costs from the State Spill Response Revolving Fund if recovery from a responsible party(s) is not possible. State's response approval may take the form of written Standard Operating Procedure as set forth in Section 2.1.5. Contractor agrees to make all reasonable and good faith efforts to minimize Responsible Party and/or State expenses.

**2.3 Where No Responsible Party Can Be Identified:** As previously mentioned in Section 2.2, State agrees to bill the party(s) responsible for causing the hazardous materials emergency for Contractor's total emergency response costs. Where there is no identifiable Responsible Party, or if the Responsible Party is unable to pay, the State agrees to pay Contractor's extraordinary response costs from the State Spill Response Revolving Fund if funds are available and if Contractor has complied with 2.2.5 herein.

**2.4 Contractor Status:** Contractor certifies it is not an employee of the State of Oregon and is a local government agency(s).

**2.5 Retirement System Status:** Contractor is not entitled under this Agreement to any Public Employees Retirement System benefits and will be responsible for payment of any applicable federal or state taxes. Contractor is not entitled under this Agreement to any benefits for payments of federal Social Security, employment insurance, or workers' compensation.

**2.6 Assignments/Subcontracts:** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of State. Such written approval will not relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Except where State expressly approves otherwise, Contractor shall remain liable as between original parties to the contract as if no such assignment had occurred.

**2.7 Successors in Interest:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

**2.8 Compliance With Government Regulations:** Contractor agrees to comply with federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement including, but not limited to, OAR 437-02-100(q) and its Appendix B. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract termination.

**2.9 Force Majeure:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war which is beyond that party's reasonable control. State may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent performance of the Agreement.

**2.10 State Tort Claims Act:**

**2.10.1 Scope:** During operations authorized by this contract, Contractor and members of regional hazardous materials response teams shall be agents of the state and protected and defended from liability under ORS 30.260 to 30.300. For purposes of this section, operations means activities directly related to a particular emergency response involving a hazardous material by a regional hazardous materials emergency response team. Operations also includes advanced training activities provided under this contract to the members of a hazardous materials response team, but does not include travel outside of travel to a hazardous materials release.

**2.10.2 Limitations:** This Agreement in no way limits a contractor from responding under local authority, mutual-aid agreements, or other contracts under local authority.

2.10.3 Notifications: Contractor shall immediately report by telephone and in writing any demand or occurrence that reasonably may give rise to a claim against the State. Such reports shall be directed to:

State Fire Marshal Hazardous Materials Duty Officer  
3000 Market St N.E., #534  
Salem, OR 97310  
(503) 871-7600  
(503) 370-3430 Pager

(For Pager - After "beep", enter number to which call should be returned)

Copies of such written reports shall also be sent to the:

State Risk Management Division  
1225 Ferry Street S.E.  
Salem, OR 97310

**2.11 Indemnification:** When acting as other than an agent of the State under this Agreement, and when using State's vehicles, equipment, procedures, or training, the Contractor shall indemnify, defend and hold harmless the State, its officers, divisions, agents, employees, and members, from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution.

**2.12 Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

**2.13 Access to Records:** Each party to this contract, the federal government, and their duly authorized representatives shall have access to the other party's books, documents, investigative reports, papers and records which are directly pertinent to this Agreement for the purpose of making financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

**2.13.1 Confidentiality:** Except as otherwise provided by law, each party to this Agreement mutually agree that they shall not in any way, except as may be required in connection with this Agreement, disclose each others confidential information to a third party. The rights and obligations set forth in this section shall survive termination of the Contract. Any duty under this sub-section shall arise only upon actual and specific notice to the other party that an item is confidential.

**2.14 Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of State and Contractor.

**2.15 Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as due, to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the State may be held liable, the proper officer(s) representing the State, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

**2.16 Nondiscrimination:** Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractors are encouraged to recruit qualified women and minorities as regional response team members.

**2.17 Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.

**2.18 Payment for Medical Care:** Contractor agrees to make payment promptly, as due, to any person, partnership, association or corporation furnishing medical, surgical, hospital or other needed medical care to



Contractor's employees. Such payment shall be made from all sums which Contractor has agreed to pay for such services and from all sums which Contractor has collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such services.

## **2.19 Insurance Coverages:**

**2.19.1 Worker Compensation:** Contractor, its subcontractors (if any), and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Nothing in this Agreement is intended or shall be construed to create the relationship of employer and employee as between the State and Contractor.

**2.19.2 Comprehensive or Commercial General Liability:** Contractor shall maintain at its own expense, and keep in effect during the term of this Agreement, comprehensive or commercial general liability insurance, or its equivalent for self-insured contractors, covering personal injury and property damage. This insurance shall include coverage for contractual liability related to the indemnity provisions of this Agreement. Contractor's general liability coverage limits shall not be less than \$500,000 combined single limit per occurrence, \$500,000 in the aggregate, or the equivalent.

**2.19.3 Automobile Liability:** Contractor and State shall obtain and keep in effect automobile liability insurance, or its equivalent for self-insured Contractors, for their respective vehicle(s) during the term of this Agreement. This coverage may be written in combination with the comprehensive or commercial general liability insurance mentioned in section 2.19.2. Auto liability coverage limits shall not be less than \$500,000 combined single limit occurrence, or equivalent.

**2.19.4 Notice of Cancellation or Change:** Contractor and State agree there shall be no cancellation, material change, exhaustion of aggregate limits or

intent not to renew their respective insurance coverages without 30 days' written notice to the other party.

**2.19.5 Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, both State and Contractor shall furnish Certificates of Insurance, or Certificates of Self-Insurance as the case may be, to each other prior to the beginning of work under this Agreement.

**2.19.6 Physical Damage Clause:** Contractor agrees to be responsible for any physical damage, ordinary wear and tear excepted, to State-owned vehicle(s) and equipment that occurs when the Contractor is not acting under State authority, regardless of fault. When acting under State authority, the State will be responsible for physical damage to State-owned vehicles and equipment regardless of fault, subject to the terms and conditions of the Oregon Risk Management Division Policy 125-7-101 (Property Policy Manual).

**2.20 Remedies:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. Any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon.

**2.21 Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon 180 days notice, in writing, and delivered by certified mail or in person.

The State may terminate this Agreement at will effective upon delivery of written notice to the Contractor, or at such later date as may be established by the State, under any of the following conditions:

- a. If State Fire Marshal funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Agreement may be modified to accommodate a reduction in funds.

- b. If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.
- c. If any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**2.21.1 Default:** The State or Contractor, by written notice of default (including breach of contract) to the other party, may terminate the whole or any part of this Agreement:

- a. If the other party fails to provide services called for by this Agreement within the time specified herein or extension thereof; or,
- b. If the other party fails to perform any other provision of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, after receipt of written notice from the other party, fails to correct such failures within 10 days or such longer period as the notice may authorize.

**2.22 Approval Authority:** Contractor representatives certifies that by its approval signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and Agreements on behalf of the local government entity.

**2.23 Insufficient Funds:** The obligation of Contractor under this Agreement is contingent upon the availability and allotment of funds to Contractor and Contractor may, upon thirty (30) days' prior written notice, terminate this contract if funds are not available.

**3.0 Approving Signatures:**

On Behalf of the State of Oregon,

\_\_\_\_\_  
Everett Hall  
State Fire Marshal

Dated this \_\_\_\_ Day of March 1991

On Behalf of the State Attorney General,

\_\_\_\_\_  
*Guinda W. Moyano*

Title Asst. Atty. Gen.

Dated this 20 Day of March 1991

On Behalf of the State Risk Management Division (Insurance Review Only),

\_\_\_\_\_  
*Robert Nies*

Title Risk Mgmt. Cst.

Dated this 20 Day of March 1991

On Behalf of \_\_\_\_\_  
(Contractor)

Title \_\_\_\_\_

Dated this \_\_\_\_ Day of March 1991

On Behalf of \_\_\_\_\_  
(Contractor)

Title \_\_\_\_\_

Dated this \_\_\_\_ Day of March 1991

Regional Hazardous Materials Emergency Response Team Contract

On Behalf of City of Albany - Steve Byt  
(Contractor)  
Title City Manager

Dated this \_\_\_\_ Day of March 1991

On Behalf of \_\_\_\_\_  
(Contractor)  
Title \_\_\_\_\_

Dated this \_\_\_\_ Day of March 1991

On Behalf of \_\_\_\_\_  
(Contractor)  
Title \_\_\_\_\_

Dated this \_\_\_\_ Day of March 1991

On Behalf of \_\_\_\_\_  
(Contractor)  
Title \_\_\_\_\_

Dated this \_\_\_\_ Day of March 1991

On Behalf of \_\_\_\_\_  
(Contractor)  
Title \_\_\_\_\_

Dated this \_\_\_\_ Day of March 1991

On Behalf of \_\_\_\_\_  
(Contractor)  
Title \_\_\_\_\_

Dated this \_\_\_\_ Day of March 1991

On Behalf of \_\_\_\_\_  
(Contractor)  
Title \_\_\_\_\_

Dated this \_\_\_\_ Day of March 1991

Regional Hazardous Materials Emergency Response Team Contract

On Behalf of \_\_\_\_\_  
(Contractor)

Title \_\_\_\_\_

Dated this\_\_\_\_ Day of March 1991

On Behalf of \_\_\_\_\_  
(Contractor)

Title \_\_\_\_\_

Dated this\_\_\_\_ Day of March 1991

On Behalf of \_\_\_\_\_  
(Contractor)

Title \_\_\_\_\_

Dated this\_\_\_\_ Day of March 1991

On Behalf of \_\_\_\_\_  
(Contractor)

Title \_\_\_\_\_

Dated this\_\_\_\_ Day of March 1991

On Behalf of \_\_\_\_\_  
(Contractor)

Title \_\_\_\_\_

Dated this\_\_\_\_ Day of March 1991

On Behalf of \_\_\_\_\_  
(Contractor)

Title \_\_\_\_\_

Dated this\_\_\_\_ Day of March 1991

On Behalf of \_\_\_\_\_  
(Contractor)

Title \_\_\_\_\_

Dated this\_\_\_\_ Day of March 1991

Regional Hazardous Materials Emergency Response Team Contract

On Behalf of \_\_\_\_\_  
(Contractor)

Title \_\_\_\_\_

Dated this \_\_\_\_\_ Day of March 1991

On Behalf of \_\_\_\_\_  
(Contractor)

Title \_\_\_\_\_

Dated this \_\_\_\_\_ Day of March 1991

On Behalf of \_\_\_\_\_  
(Contractor)

Title \_\_\_\_\_

Dated this \_\_\_\_\_ Day of March 1991

On Behalf of \_\_\_\_\_  
(Contractor)

Title \_\_\_\_\_

Dated this \_\_\_\_\_ Day of March 1991

On Behalf of the Oregon Executive Department

\_\_\_\_\_  
Title \_\_\_\_\_

Dated this \_\_\_\_\_ Day of March 1991

Regional Hazardous Materials Emergency Response Team Contract

"Addendum 1" - Additional Contract Terms



Regional Hazardous Materials Emergency Response Team Contract

"Addendum 2" - State's Apparent Award Letter to Contractor.



*Executive Department*

## STATE FIRE MARSHAL

3000 MARKET STREET PLAZA - SUITE 534  
SALEM, OREGON 97310-0198

Administration	378-FIRE
Logistics and Finance	378-4580
Operations	378-2848
Planning	373-1128
Accreditation/Standards	378-2871
Admin. Services	373-1276
Data	378-4464
Fire Prev./Investigation	378-4917
Hazardous Materials	378-2885
Institutions/Codes	378-4917
Licensing/Permits	373-1871
Public Education	378-2884
Training	378-5210
FAX	(503) 588-FIRE

December 20, 1990

Mr. Darrel W. Tedisch, Fire Chief  
Albany Fire Department  
110 6th S.E.  
Albany, OR 97321

Dear Chief Tedisch,

On behalf of the State of Oregon, we are pleased to inform you that your contract proposal for a regional hazardous materials emergency response team has been tentatively accepted.

In accordance with RFP Section 3.11, all proposals have become public record and are therefore available for viewing by appointment. The apparent award protest period shall close on December 31, 1990. Any questions regarding proposal reviews or apparent award protests should be directed to Mike Rodia at 378-2885.

Your apparent award is subject to the approval of your governing bodies and to the following conditions:

The parties agree that primary response areas will be finalized once the apparent award protest period closes.

The City of Albany will operate as a SCAT using the vehicle and equipment it currently has. The Corvallis Fire Department will operate as a SCAT using a vehicle to be provided by the State. Additional equipment will be provided by the State as funds are available.

Training is acceptable as stated in your amended proposal.

The State will pay a maximum of \$380 per person for baseline physicals.

Please, let me know if you have any questions regarding the above.

Sincerely,

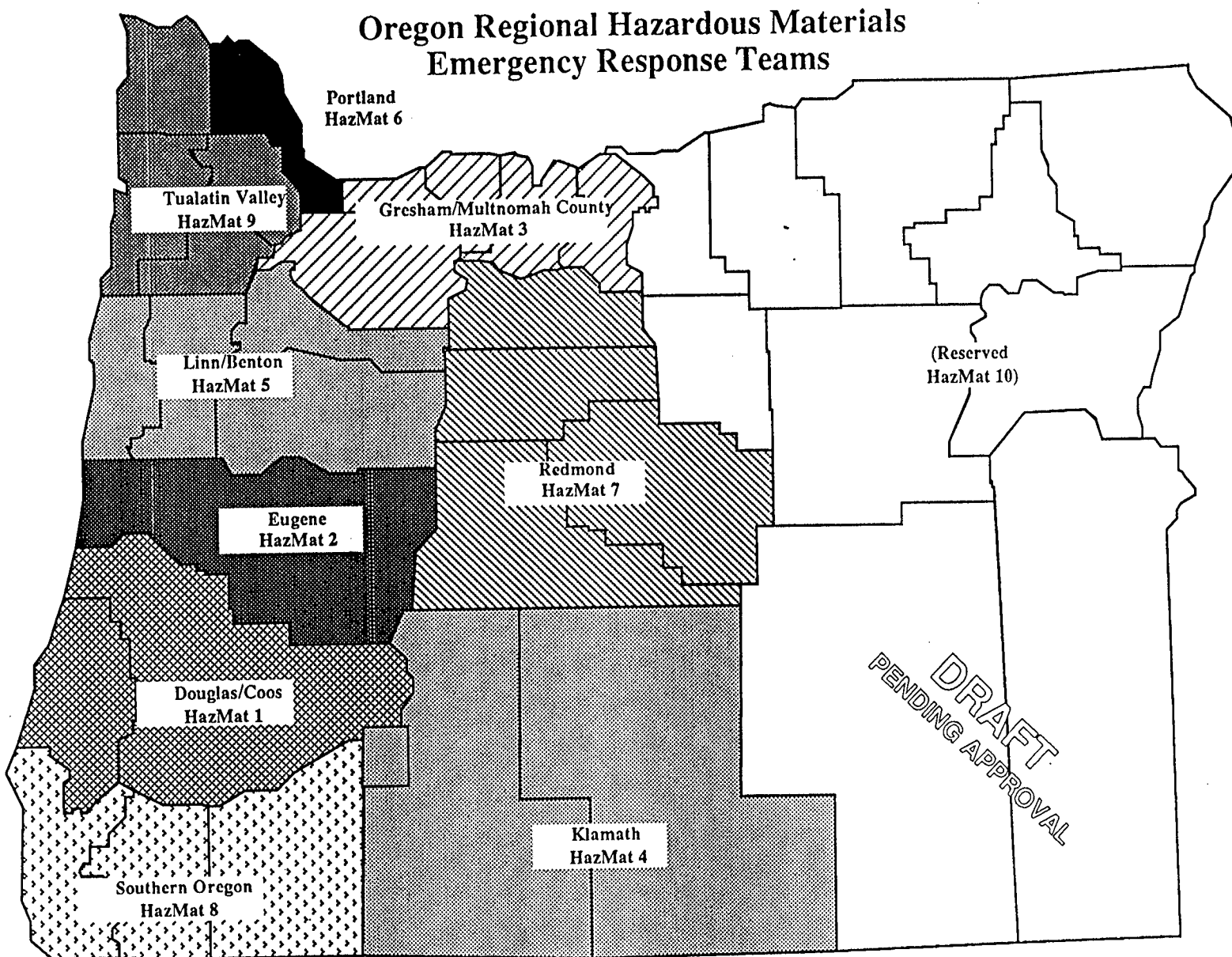
*Everett G. Hall*

Everett Hall  
State Fire Marshal

EH/lmMAC339L

"Exhibit A" - Contractor's Primary Response Area

The specific and detailed boundaries between teams will be mutually developed but will, in general, follow this depiction and the maps previously submitted by or agreed to by the contractor and the Office of State Fire Marshal



Regional Hazardous Materials Emergency Response Team Contract

"Exhibit B" - Standard Operating Procedure

**HAZARDOUS MATERIALS RESPONSE TEAMS  
STANDARD OPERATING PROCEDURE**

**OFFICE OF STATE FIRE MARSHAL**

<b>SUBJECT:</b> Decision to Respond to Hazardous Materials Incidents	<b>Number:</b>
<b>OBJECTIVE:</b> Provide Guidance and Directions for Making Decisions of Whether to Respond to an Incident.	<b>OSFM Approved:</b> _____ <b>Adoption Date:</b> _____ <b>Revision Dates:</b> _____ _____ _____

**I. SCOPE**

This procedure applies to those response decisions made by dispatchers, response team leaders and the Office of State Fire Marshal Hazardous Materials (HazMat) Duty Officer. Decisions on automatic responses may be made by dispatchers, response team leaders or the HazMat Duty Officer, depending upon each response team's specific operating procedures.

Decisions based upon using the Decision Matrix may be made only by team leaders and the HazMat Duty Officer.

**II. DEFINITIONS**

**HazMat Duty Officer** - The individual(s) designated by the State Fire Marshal to respond to hazardous materials incidents and to provide technical assistance, guidance and authorizations or denial for response teams to respond to an incident.

**Response Team Leader** - The person who, based upon experience and authority, has the ability to evaluate and direct response team activities.

### III. General

Before responding to a hazardous materials incident, a decision will be made whether the situation warrants a team response. Response decisions will be based upon the guidelines in this procedure.

- A. If the team leader is unsure of a decision or the process, the State Fire Marshal Duty Officer shall be contacted.
- B. Failure to follow these guidelines in making initial response decisions may result in the denial for reimbursement of team response costs.

### IV. AUTOMATIC RESPONSES

Hazardous materials response teams may automatically respond to any incident or ancillary function involving a hazardous materials spill (or leak), explosion, or injury - or potential thereof - with immediate threat to life, environment, or property.

Specific instances of automatic responses which may present an immediate threat to life, environment, or property include but are not limited to:

- A. A transportation incident involving release or potential release of an identifiable hazardous material
- B. "Working" drug labs (when requested by the law enforcement agency having jurisdiction)
- C. Hazardous materials incidents at "fixed sites" (e.g., manufacturing facility with known hazards)
- D. An incident with multiple, incapacitated victim(s) of unknown etiology
- E. A spill or release with know, visible environmental impact (e.g., dead fish, vegetation)
- F. When requested by another state hazardous materials response contract team (e.g., for back up)
- G. When dispatched by the State Fire Marshal

## V. NON-REIMBURSABLE RESPONSES

Non-reimbursable hazardous materials responses include but are not limited to:

- A. Requests for cleanup for a HazMat incident not involving the mitigation of a spill or leak
- B. Local requests for services not requiring OSHA Technician-level expertise
- C. Responses solely under local authority (i.e., not responding as a State contract team)

## VI. DECISION MATRIX

In those instances where this procedure does not provide sufficient or specific direction, the Decision Matrix for Hazardous Materials Responses, developed and revised by the State Fire Marshal in agreement with the Team Advisory Group, will be used. The Decision Matrix and guidelines for its use are attached as Appendix A to this document.

## VII. DUTY OFFICER CONTACT

When application of this procedure and the Decision Matrix does not produce a clear decision or results in a decision inconsistent with the leader's professional judgement, the State Fire Marshal Hazardous Materials Duty Officer will be consulted. A hazardous materials response team operating under a signed state contract, and making response decisions not covered by this procedure, shall have the concurrence of the State Fire Marshal and the team. If the State Fire Marshal Hazardous Materials Duty Officer cannot be reached by using the established call down procedures, decisions to respond may be made without his/her concurrence.

## VIII. DISTRIBUTION:

Team 1 _____	Team 2 _____
Team 3 _____	Team 4 _____
Team 5 _____	Team 6 _____
Team 7 _____	Team 8 _____
Team 9 _____	Team10 _____
Other:	

RMR/richr:SOP0005



## APPENDIX A

### Hazardous Materials Response Teams Incident Response Decision Matrix

#### I. Introduction

The decision Matrix for Hazardous Materials Incident Response is a guide to assist team leaders. The Matrix is intended to help fill the gap that lies between the obvious decision points to either respond or not to respond. In many cases the available information may be incomplete, vague, or otherwise insufficient for making a clear decision. In such cases, the Decision Matrix may provide the additional guidance for decision making.

A number of factors including "instinct" or "gut-feeling" may play a part in the decision process. Failure to respond could result in preventable damage or injury to life, the environment, or property. Conversely, responding unnecessarily is a waste of the team's resources and can result in the State denying reimbursement for equipment use and other expenses. In most cases, the Decision Matrix should provide the basis for a decision. Where it does not, or the decision appears questionable, the team leader should contact the State Fire Marshal Duty Officer at 871-7600 or pager 370-1488.

#### II. Matrix Use

The decision Matrix has six major decision criteria. These are the Situation Status, Physical and chemical/Toxicological Hazards, Volume at Risk, Container Status, Modifying Conditions, and Other. Each is composed of a number of factors which, taken together, allow ranking the criteria as 1, 2, or 3 - with 3 being the highest. Each factor within the decision criteria may be separately judged in accordance with the degree of importance or hazard it poses. In those cases when there is insufficient information to rank a criteria, the criteria shall be assigned a value of 2.

Each criteria is ranked whenever possible, and the assigned values are totaled. If the total is thirteen or more, the decision should be to respond. In those cases where the total equals eight or more, but less than thirteen, the team leader will need to contact the State Fire Marshal Hazardous Materials Duty Officer for consultation and guidance. *If the total is seven or less, no response should be made; however, advice should be provided as needed.*

### 1 III. Exceptions and Professional Judgement

2  
3 The Decision Matrix is intended to provide guidance and direction when making the  
4 decision whether to respond. The more information and therefore the more matrix  
5 elements that are available, the easier it will be to apply the matrix and arrive at a  
6 defensible decision. In some cases, however, available information will be minimal  
7 or the decision derived from proper application of the matrix will run counter to the  
8 team leader's professional judgment. In such cases, it may be necessary and  
9 appropriate to make a decision without additional matrix elements or to make a  
10 decision that differs from that derived by matrix use. This is acceptable if the team  
11 leader can substantiate and document the basis for the decision. All such decisions  
12 will be reviewed by the Office of State Fire Marshal with the aim of establishing  
13 additional criteria and guidance to make the decision process as objective as  
14 possible.

### 15 16 IV. Submission of Matrix

17  
18 *A copy of the completed Decision Matrix for each incident response shall be submitted*  
19 *with the incident report. This will allow evaluations and determinations of whether the*  
20 *Decision Matrix adequately serves the needs of the response teams and the State Fire*  
21 *Marshal.*

22  
23 RMR/ricHR:HMRTIRDM

# Hazardous Materials Teams Incident Response Decision Matrix

## Response Decision Criteria

## Risks

## Rank

### Situation Status

<i>What is the size, severity and immediacy of the threat?</i>	<b>L-M-H</b>	=	<b>1-2-3</b>
Release in progress			
Container/vehicle has been damaged or failure likely			
Conditions are stable			
Minimal or no threat detected			
Unknown (assign a rank of 2)			

1

### Physical and Chemical/Toxicological Hazards

<i>What dangers does the incident represent?</i>	<b>L-M-H</b>	=	
Health hazards (acute/chronic)			
Cryogenic/hyperthermal			
Flammable			
Explosive			
Reactive/unstable			
Radioactive			
Other (environment, property, equipment)			
Gas, liquid, or solid ?			
Unknown (assign a rank of 2)			

2

### Volume at Risk

<i>To what degree is the volume of the material a threat?</i>	<b>L-M-H</b>	=	
≥ 50 gallons, 500 lbs, 200 cubic ft			
< 50 gallons, 500 lbs, 200 cubic ft			
Unknown quantity (assign a rank of 2)			

3

### Container Status

<i>What type of breach or release is possible?</i>	<b>L-M-H</b>	=	
Pressure container compromised			
Potential for disintegration			
Micro/macro cracking			
Open/damaged fittings			
-----			
Liquid/Solid container damaged			
Split/tear			
Puncture			
Spill			
Open/damaged fittings			
Unknown (assign a rank of 2)			

4

**Modifying Conditions**

To what degree do the location, time, and weather impact the incident ?	L-M-H	1-2-3
<u>Location</u>		= <div style="border: 1px solid black; padding: 2px; display: inline-block;">5</div>
Metro/urban/rural		
Population		
Waterways		
Roadways, access blockage		
<u>Time</u>		
Is time significant ?		
Is day of week significant ?		
Is month significant ?		
Is season significant ?		
<u>Weather</u>		
Ambient temperature		
Wind speed/direction		
Precipitation		
Air inversion		
<u>Unknown</u> (assign a rank of 2)		

**Other Variables**

Are there factors having a direct or indirect impact on the incident?	L-M-H	
<u>Political</u>		= <div style="border: 1px solid black; padding: 2px; display: inline-block;">6</div>
<u>Critical facilities at risk</u>		
<u>Regulatory agency involvement</u>		
Coast Guard		
Radiological		
<u>Public perception(s)</u>		
<u>Other</u>		

**Total Score:** Boxes 1 + 2 + 3 + 4 + 5 + 6 =

	18
	17
	16
Initiate response	15
	14
	13
	12
	11
Refer to SFM	10
Duty Officer	9
	8
	7
No response:	6
provide advice only	

Find total rank  
score here

Regional Hazardous Materials Emergency Response Team Contract

"Exhibit C" - Vehicle and Equipment Reimbursement Schedule

RATE PER HOUR

VEHICLE:

SCAT Vehicle

\$250.00

EQUIPMENT:

None Proposed

Linn/Benton  
Pro Append G  
MAC279Da  
10/30/90

# Regional Hazardous Materials Emergency Response Team Contract

## "Exhibit D" - Personnel Reimbursement Schedule

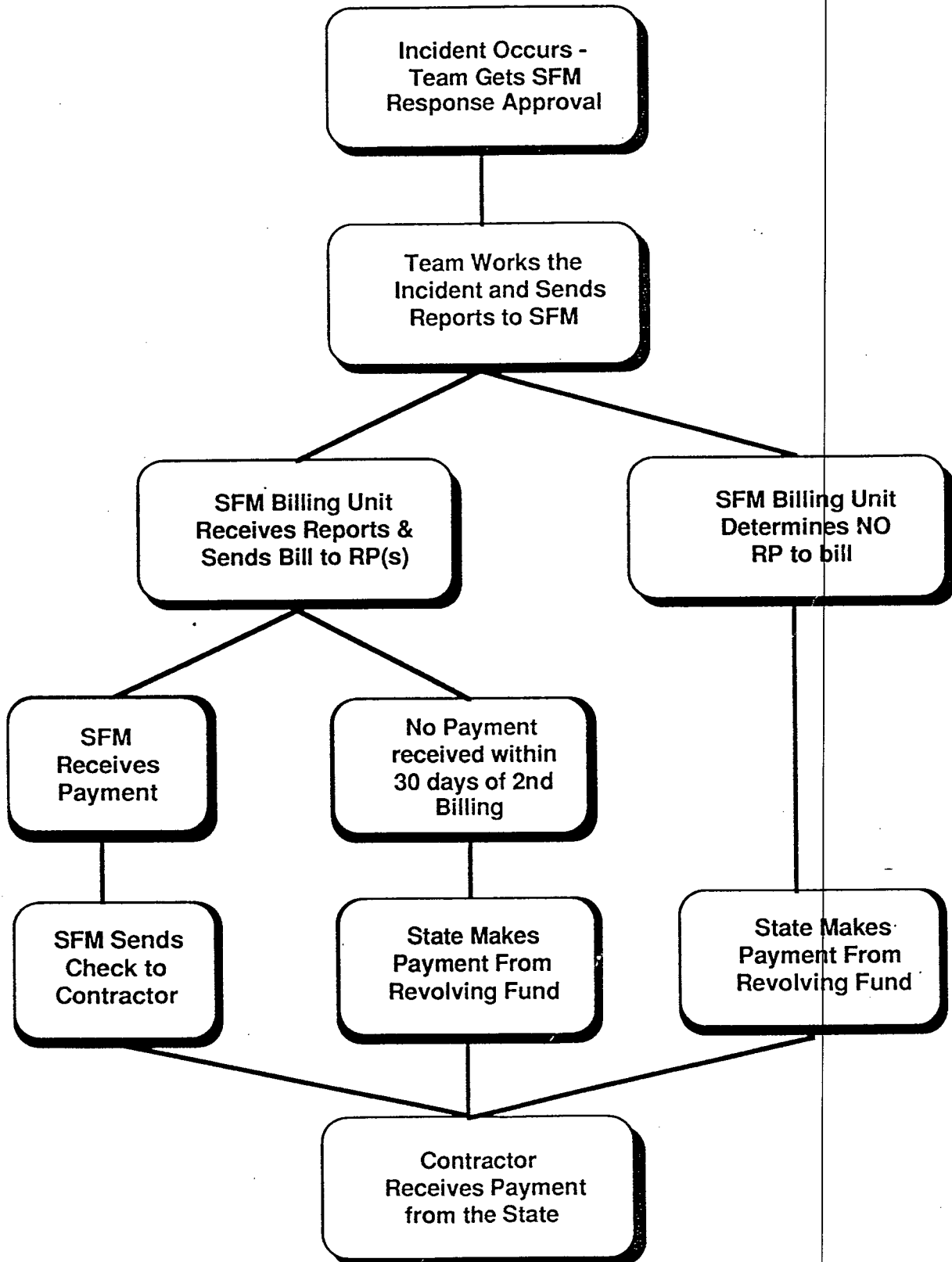
RATE PER HOUR

### PERSONNEL REIMBURSEMENT SCHEDULE:

Team Leader	\$150.00
Apparatus Operator	\$150.00
Entry Technician	\$150.00
Support Personnel	\$150.00

Linn/Benton  
Pro Append G  
MAC279Db  
10/30/90

"Exhibit E" - Contractor Cost Recovery System



## **AGENDA ITEM 4**





## CITY OF LEBANON

M E M O R A N D U M

TO: Joseph A. Windell, City Administrator      DATE: May 2, 1991

FROM: Judy Wendland, Finance Director *JW*

SUBJECT: Appointment of Auditor for 1990-91 to 1992-93

As you know we sent out requests for proposals for auditing services for the coming three years. We received six proposals. All of the proposers who had not worked with us before, except Boldt, Carlisle, and Smith, met with us for a pre-proposal interview. There were others who requested information or met with us, but decided not to make a proposal.

The bids are attached. As you can see the costs vary widely. Ultimately, based on the proposals received and the pre-proposal interviews, we selected two firms to interview. Warner, Price and Koontz, our current auditors, and Faler, Grove, and Mueller, which is the new firm of our former accountant in charge, Tom Glogau.

Late in the afternoon the day before the interviews, Warner Price asked that their proposal be withdrawn. Since time was too short to ask any other firms to come to interview yesterday and Casey and I already had the opportunity to meet with all the other firms, except one, we decided to interview only Faler-Grove. The intention was that we would schedule additional interviews if we felt it was necessary.

We are satisfied that Faler, Grove, and Mueller can provide us with the required services. In addition, their firm has enough computer expertise to assist us in improving our ability to prepare the workpapers and required statements electronically.

You may be interested to know that the audit fee for 1986-87, which included the fire department, was \$9,000. The city audit fee for 1989-90 was \$7,200. For 1990-91 it will be \$5,900. In addition, costs for the audit assistant were incurred. We spent about \$4,500 the first year, \$3,291 the second year, and about \$2,000 this year. (The audit assistant actually earned more, but we gave him some extra projects to do to help us with analyzing the effects of Measure 5 on the City budget.)

This coming year, now that the computer system is installed and working well, and all possible required reconciliations are being done monthly, we had intended to try to do the audit work without special assistance. This was fortunate since we have had to reduce personnel so drastically.

Appointment of Auditor  
May 2, 1991  
Page 2

The contract will have the same provisions as the last three years, including the \$50 per day penalty for non-completion by November 1, if the lateness is attributable to the auditor. So far we have not had to invoke this penalty.

Action required:

Motion to appoint Faler, Grove, and Mueller city auditors and to authorize the City Administrator to enter into contract negotiations and sign the contract approved by the City Attorney.

JW/lgk

CITY OF LEBANON  
PROPOSALS FOR AUDITING SERVICE

	FALER, GROVE & MUELLER	NIXON, ABBEY & COMPANY	WARNER, PRICE & CO	BOLDT, CARLISLE & SMITH	FORDHAM & FORDHAM	GRANT THORNTON
1990-91	5900	6800	7560	8325	9000	9180
1991-92*	5900	7075	7787	8575	9360	9545
1992-93*	5900	7360	8021	8830	9740	9925
	<hr/>					
TOTAL	17700	21235	23368	25730	28100	28650
LEB DRAFTS STMTS	5600	5800	6760	7450	7000	8680
	5600	6075	6963	7675	7280	9025
	5600	6360	7172	7905	7575	9385
	<hr/>					
TOTAL	16800	18235	20895	23030	21855	27090
STMT DRAFTING	900	3000	2473	2700	6245	1560

\* Additional \$700 per year will be charge if single audit rules apply

ANNUAL CONSULT	INCLUDED	AS NEEDED	10-15 HRS	AS NEEDED	15 HRS
LOCATION	SALEM & ALB	SHERWOOD	ALBANY SALEM & STAY	PORTLAND	PORTLAND

## **AGENDA ITEM 5**



CITY OF LEBANON  
M E M O R A N D U M

TO: Joseph A. Windell, City Administrator      DATE: May 2, 1991

FROM: Judy Wendland, Finance Director *JW*

SUBJECT: Offer on Lot 103, Jody Place

The City has received another offer on lot 103, Jody Place. The offer is from David Miller who intends to build a house, or if possible, a duplex, on the lot.

His offer is for \$3,350, or if the lot is approved to build a duplex he would offer \$4,000.

Action Required:

Motion to approve sale of lot 103 on Jody Place for \$ 3,350 if single family dwelling, \$ 4,000 if approved for a duplex.

JW/lgk

## PURCHASE REQUEST

City of Lebanon

Real Property

Name

David R. Miller

Day  
eve

753-7514

926-7467

Telephone

Address

34770 Tanager Dr Albany

City

State

97321  
Zip Code

## DESIRED PROPERTIES

Map &amp; Tax Lot Numbers (list attached)

2706 Jolly Place 12-24-22BB-103  
- for Residential use only -

Proposed Price

\$ 3350.00

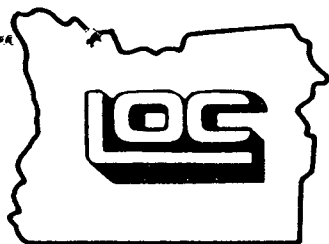
or If the lot is Approved for  
A Duplex or Studio  
\$2400.00~~3350.00~~

Total Purchase Price to be Placed in Escrow:

Offer Accepted by:

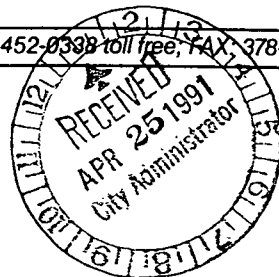
Date

# **AGENDA ITEM 6**



# League of Oregon Cities

Local Government Center, 1201 Court St. N.E., P.O. Box 928, Salem 97308 • Telephone: (503) 588-6550; 1-800-452-0398 toll free, FAX: 378-5859



April 24, 1991

## MEMORANDUM

TO: Oregon Mayors

FROM: <sup>61</sup>Dick Townsend, Executive Director, League of Oregon Cities

RE: Road Financing -- HB 3559 -- Action Requested

This correspondence comes to you as an urgent request for help on pending gas tax legislation (HB 3559). The bill has been assigned to the House Revenue Committee (Chair, Delna Jones, R.-Aloha), and is waiting to be rescheduled for a hearing. If cities are to receive more gas tax monies to meet their street maintenance needs, your help is vital.

To meet future road needs and to maintain the progress we have made to date, the state's road user fees must be increased; HB 3559 is the vehicle. HB 3559 requests the 1991 Legislature to increase the gas and equivalent weight/mile tax by two cents per year for the next four years. The first four cents of the increase will be distributed according to the existing distribution formula: 60.05% state, 24.38% counties, and 15.57% cities. The last four cents will be distributed 50% state, 30% counties, and 20% cities.

The League recently sent you a copy of Making the Right Turn, the 1991 update of road needs in Oregon. The update, and the 1986 study on which the update is based, is a product of the Oregon Roads Finance Committee. The committee is a coalition of state, county and city representatives working cooperatively to document Oregon's road needs and to secure incremental increases in road user fees. The League has participated on this committee since its inception in 1985.

The 1991 update demonstrates that we are making progress: the gap between available resources and road needs has decreased from \$21 billion in 1986 to \$19.7 billion in 1991. While the financing gap is closing, there are still significant unmet road needs across the state. Even with the increases in road user fees granted by the 1987 and 1989 legislatures, demands from growth and inflation have diminished our progress.

(Continued)



Oregon Mayors  
April 24, 1991  
Page 2

The passage of HB 3559 is important to cities and to the state as a whole. To help ensure the passage of HB 3559, the League requests the assistance of cities as follows:

- I. The League urges all cities to adopt a resolution in support of HB 3559 as soon as possible. A sample resolution is enclosed. Copies of the resolution should be sent to:
  - A. Representative Ted Calouri -- Chief sponsor of HB 3559  
Oregon State Capitol  
Room H491  
Salem, OR 97310  
  
Representative Delna Jones -- Chair of House Revenue  
Oregon State Capitol  
Room H475  
Salem, OR 97310
  - B. League of Oregon Cities
  - C. State legislators from your districts.
- II. The League's second request is that cities work closely with the local news media to draw public attention to the need for increases in the road user fee. Enclosed is a press release cities may use for this purpose. In some instances cities and counties may be working together in contacting the news media, which should have an even larger impact on public legislative opinion.

Maintenance backlogs, repair and preservation needs, growth demands, inflation, and reduced general fund support for roads -- these are critical factors influencing the need for additional gas tax increases. Oregon's economic well-being depends on a well maintained road infrastructure. To maintain the infrastructure we need additional revenue. Please join other cities in demonstrating to the Legislature the continuing need all of you have for increased road funding by showing your support of HB 3559.

cc: City Managers/Recorders

A RESOLUTION SUPPORTING THE	)	RESOLUTION NO. _____
RECOMMENDATIONS OF THE OREGON	)	
ROAD FINANCING COMMITTEE AND	)	FOR 1991
THAT THE 1991 OREGON STATE	)	
LEGISLATURE ENACT LAWS IMPOSING	)	
STATE GASOLINE TAXES AND STATE	)	
WEIGHT/MILE TAX	)	

WHEREAS, the Oregon Road Committee, representing the State of Oregon (Oregon Department of Transportation), the 36 counties, and the large and small cities of Oregon, has recently completed a new statewide update on a long-term program to improve Oregon's road and bridge infrastructure, and the results of this study show that, while the program is addressing some priority needs and is beginning to reduce a large backlog of basic road maintenance requirements, the long-term program objectives are not being met. The reasons for the long-term shortfall include: growth demands, which are adding to the unmet need for road and bridge improvement; the continuing inadequacy of available revenues to cover both growth demands and unmet backlog requirements for road and bridge maintenance; and the impact of inflation on costs of improvements; and

WHEREAS, the objectives of the long-term program that began in 1986 remain critical to the economies of Oregon cities, counties, and the state. Those objectives are: to preserve the public investment in the highway infrastructure; to stay on top of demand and opportunities arising from growth; to ensure the system of road and bridges statewide needs and enhances livability throughout Oregon; and

WHEREAS, the state, cities and counties in Oregon have made a significant commitment to improve major roads and bridges in both urban and rural areas of the state, and propose over the next four (4) years to accelerate that effort to ensure communities statewide are able to capitalize on economic development and tourism opportunities; and

WHEREAS, cities and counties, as well as the state, propose over the next four (4) years to set priorities of expanding road capacity and reducing traffic congestion in growth areas of the state, and reducing the costs of future road repairs and reconstruction by making less costly maintenance improvements now.

## NOW THEREFORE, THE CITY OF LEBANON RESOLVES THAT:

The City Council of the City of Lebanon support the recommendations of the Oregon Roads Financing Committee and that the 1991 session of the Oregon State Legislature enact laws which will:

1. Impose a two (\$.02) cent increase in state gasoline taxes over each of the next four (4) years (1192-95); and
2. Impose an equivalent increase in the state weight/mile tax

Passed by the Council of the City of Lebanon by a vote of \_\_\_\_\_ for and \_\_\_\_\_

against, and approved by the Mayor this 8th day of May, 1991.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

# House Bill 3559

Sponsored by Representative CALOURI; Representatives BARNES, BAUMAN, BRIAN, BURTON, CARTER, CEASE, FORD, HUGO, JOSI, MANNIX, MASON, MEEK, NAITO, NOVICK, WHITTY, Senators BRADBURY, BRENNEMAN, CEASE, COHEN, DUFF, FAWBUSH, HAMBY, J. HILL, OTTO, PHILLIPS, SHOEMAKER, SMITH (at the request of Oregon Transportation Commission)

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure as introduced.

Increases motor vehicle fuel tax and use fuel tax two cents per gallon in each of next four years. Makes corresponding increases in weight-mile tax, road use assessment fees and certain heavy vehicle registration fees. Changes formula for allocation of moneys to cities and counties beginning in 1994.

## A BILL FOR AN ACT

Relating to vehicles; creating new provisions; amending ORS 319.020, 319.530, 366.508, 366.524, 767.820, 767.825, 803.420 and 818.225; and repealing ORS 366.507.

Be It Enacted by the People of the State of Oregon:

**SECTION 1.** (1) On and after January 1, 1992, the license tax described in ORS 319.020 (1)(b) shall be computed on the basis of 22 cents per gallon.

(2) On and after January 1, 1993, the license tax described in ORS 319.020 (1)(b) shall be computed on the basis of 24 cents per gallon.

(3) On and after January 1, 1994, the license tax described in ORS 319.020 (1)(b) shall be computed on the basis of 26 cents per gallon.

**SECTION 2.** On January 1, 1995, section 1 of this Act is repealed and ORS 319.020 is amended to read:

319.020. (1) Subject to subsections (2) to (4) of this section, in addition to the taxes otherwise provided for by law, every dealer engaging in the dealer's own name, or in the name of others, in the first sale, use or distribution of motor vehicle fuel or aircraft fuel or withdrawal of motor vehicle fuel or aircraft fuel for sale, use or distribution within areas in this state within which the state lacks the power to tax the sale, use or distribution of motor vehicle fuel or aircraft fuel, shall:

(a) Not later than the 25th day of each calendar month, render a statement to the division of all motor vehicle fuel or aircraft fuel sold, used, distributed or so withdrawn by the dealer in the State of Oregon as well as all such fuel sold, used or distributed in this state by a purchaser thereof upon which sale, use or distribution the dealer has assumed liability for the applicable license tax during the preceding calendar month.

(b) Except as provided in ORS 319.270, pay a license tax computed on the basis of [20] 28 cents per gallon on the first sale, use or distribution of such motor vehicle fuel or aircraft fuel so sold, used, distributed or withdrawn as shown by such statement in the manner and within the time provided in ORS 319.010 to 319.430.

(2) When aircraft fuel is sold, used or distributed by a dealer, the license tax shall be computed on the basis of three cents per gallon of fuel so sold, used or distributed, except that when aircraft fuel usable in aircraft operated by turbine engines (turbo-prop or jet) is sold, used or distributed, the

NOTE: Matter in bold face in an amended section is new; matter [italic and bracketed] is existing law to be omitted.

## **AGENDA ITEM 7**

May 2, 1991



Mr. Robert G. Smith  
Mayor, City of Lebanon  
925 Main Street  
Lebanon, Oregon 97355

Dear Mr. Mayor,

Please be in receipt of the enclosed petitions which were gathered today in less than two hours. These 57 signatures represent mostly businesses in Lebanon that are concerned about the City Council and City Manager's decision to subsidize the Wal-Mart store development.

We are a group of concerned business owners & managers in Lebanon and wish to have this brought before the public. While a number of the concerned businesses are in favor of Wal-Mart coming to Lebanon they are concerned about the money being allocated without public support.

We request that you schedule a City Council meeting to deal with this and the group requests that you call and let us know when the meeting will be held at your earliest convenience.

As a representative of this group you may reach me or leave a message at 451-1208. We look forward to your call.

Sincerely,

*Denny Horton* *Richard S. Smith*  
*Bill Dettmer*  
The Business Friends of Lebanon,

Denny Horton, Representative.

CC Diane Branson  
Ron Miller Jr.  
John Richard  
Ken Toombs  
Lyle Winters  
Wayne Rieskamp  
Joseph Windell

## PETITION

1. WE THE VOTERS, TAXPAYERS, BUSINESS OWNERS AND EMPLOYEES WHO WORK AND OR LIVE IN THE LEBANON AREA REQUEST THE CITY COUNCIL HOLD A HEARING ON WHETHER OR NOT OUR CITY AND COMMUNITY SHOULD PAY \$500,000.00 PLUS IN IMPROVEMENTS TO SUBSIDIZE THE NEW WAL MART STORE PROPOSED IN LEBANON.

	NAME (PRINT PLEASE),	ADDRESS	TITLE	SIGNATURE
1.	KATHLEEN Stephens	4435 Shadow Lane	Manager	Kathleen Steph
2.	Denny Horton	37184 Dogwood	Manager	Denny Horton
3.	AMY BELLINGER	22 KARI PL	OWNER	Amy Bellinger
4.	Karen Turner	32120 Berlin Rd.	manager	Karen Turner
5.	Jim McCommon	36835 Edgewood DR	manager	Jim McCommon
6.	RON WHITELOW	32200 BELLINGER Rd	MGR.	Ron White
7.	BOB LARKMAN	2760 S SANSARA	owner	Bob Larkman
8.	ROGER P. DUNCAN	408 S. 31 <sup>st</sup>	Pittman own	Ron P. Duncan
9.	Robert C. Adams	640 E. Skymen	owner	Robert C. Adams
10.	Wm. Bingham	32404 Hilda de	pharmacist.	Wm. Bingham
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## PETITION

1. WE THE VOTERS, TAXPAYERS, BUSINESS OWNERS AND EMPLOYEES WHO WORK AND OR LIVE IN THE LEBANON AREA REQUEST THE CITY COUNCIL HOLD A HEARING ON WHETHER OR NOT OUR CITY AND COMMUNITY SHOULD PAY \$500,000.00 PLUS IN IMPROVEMENTS TO SUBSIDIZE THE NEW WAL MART STORE PROPOSED IN LEBANON.

	NAME (PRINT PLEASE),	ADDRESS	TITLE	SIGNATURE
1.	ELMER RIEMER	1421 Summit Lane	Prop. Secretary	Elmer Riemer
2.	HENRY HOFFMANN	450 MAIN ST	Hoffmann	Henry Hoffmann
3.	Eltha Tuomi	486 Main St	Manager	Eltha Tuomi
4.	Karen Jofte	745 Main	manager	Karen Jofte
5.	Kris Thomas Meadows	693 Main St	Manager	Kris Thomas Meadows
6.	Lucile McMAIN'S	681 MAIN ST	Owner	Lucile Main's
7.	Frances I. Rieke	1350 East Grant St	Owner	Frances I. Rieke
8.	Family Rest to Own	671 MAIN ST	Partner	Dolores Lallier
9.	Steve <del>Alavan</del>	380 Elmore <sup>Lebanon</sup>	Partner	
10.	Denise Nelson	424 Linden St.	Asst. Manager	Denise Nelson
11.	Marga Bontage	631 Main St.	Ower	Marga Bontage
12.	<del>John</del>	Main St	Ower	
13.	Carleen Inc	Vari Stations	owned	
14.	Ella Weyker	Odyssey	owner	
15.	Bill Schoaming	Lebanon True Value	Owner	
16.	B. Christeen McKinney	221 Mary St	idk	
17.	Camela Patterson	48 W. Oak	Manager	Camela Patterson
18.	<del>John</del> S. Sam	50 W OAK Lebanon	owner	
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## PETITION

1. WE THE VOTERS, TAXPAYERS, BUSINESS OWNERS AND EMPLOYEES WHO WORK AND OR LIVE IN THE LEBANON AREA REQUEST THE CITY COUNCIL HOLD A HEARING ON WHETHER OR NOT OUR CITY AND COMMUNITY SHOULD PAY \$500,000.00 PLUS IN IMPROVEMENTS TO SUBSIDIZE THE NEW WAL MART STORE, PROPOSED IN LEBANON.

	NAME (PRINT PLEASE)	ADDRESS	TITLE	SIGNATURE
1.	Dorothy Meier	33606 Indian Hwy		Dorothy Meier
2.	Helen D. Grant	194 Main St		Helen D. Grant
3.	Kathy Herzberg	605 Walnut St.		Kathy Herzberg
4.	Randy Ulmer	30679 Hazen Rd		Randy Ulmer
5.	William J. Garin	39820 McDowell Creek Drive	William J. Garin	William J. Garin
6.	BARBARA REED	39842 Lacombe Dr	Barbara Reed	Barbara Reed
7.	MELVIN L. NEUFELD	3065 SW LARSON DR	Melvin L. Neufeld	Melvin L. Neufeld
8.	Karl E. Wise	37223 Dogwood Dr		Karl E. Wise
9.	FRANK W. GARDNER	147 Main St		Frank W. Gardner
10.				
11.	George J. Hazen	30765 Hazen Rd.		George J. Hazen
12.	Gene Jungwirth	35499 E Lacombe Dr.		Gene Jungwirth
13.	Shirley Badger	211 Main St.		Shirley Badger
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## PETITION

1. WE THE VOTERS, TAXPAYERS, BUSINESS OWNERS AND EMPLOYEES WHO WORK AND OR LIVE IN THE LEBANON AREA REQUEST THE CITY COUNCIL HOLD A HEARING ON WHETHER OR NOT OUR CITY AND COMMUNITY SHOULD PAY \$500,000.00 PLUS IN IMPROVEMENTS TO SUBSIDIZE THE NEW WAL MART STORE PROPOSED IN LEBANON.

	NAME (PRINT PLEASE)	ADDRESS	TITLE	SIGNATURE
1.	Phil Burton	590 15 <sup>th</sup> ST LEBANON	OWNER	Phil Burton
2.	John W. Silverdine	700 PARK ST LEBANON	mgr	John W. Silverdine
3.	Danny Hogland	232 E. CAROLINA LEBANON	MECH.	Danny Hogland
4.	Paul G. G. G.	410 CENTRAL LEB	MANAGER	Paul G. G. G.
5.	Sandra Virden	2735 8 <sup>th</sup> ST. LEBANON	CASHIER/CLERK	Sandra Virden
6.	Dean L. Barnes	2080 OMIR LANE	Lebanon	DEAN L. BARNES
7.	Verlene Unglesby	1120 Franklin st	Leb.	Verlene Unglesby
8.	Dorothy Snyder	500 E. Oak St.	Lebanon, Oregon	Dorothy Snyder
9.	Mary Wite	600 main st	Lebanon Oregon	Mary Wite
10.	Pauline Voh!	389 W. 4 <sup>th</sup>	Lebanon Or	Pauline Voh!
11.	Carl N. Bahke	790 W. ash	Lebanon, OR	Carl Bahke
12.	Darlene Gehrke	680 main	Lebanon OR	DARLENE GEHRKE
13.	Mr. Earl C. Todd	" "	Lebanon, O.	Earl C. Todd
14.	George Fohrman	696 main st	Lebanon, OR	G. FOHRMAN
15.	Jerry Wilken	700 main	owner	Jerry Wilken
16.	Mary Kuhns	38005 Mt Hope Dr	owner	Mary Kuhns
17.	Katye Attebery	545 Williams	Resident	Katye Attebery
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## **AGENDA ITEM 8**



## CITY OF LEBANON

M E M O R A N D U M

TO: JOSEPH A. WINDELL  
CITY ADMINISTRATOR

FROM: JAMES P. RUEF  
DIRECTOR OF PUBLIC WORKS *JPR*

SUBJECT: WATER SYSTEM CAPITAL PROJECTS

DATE: MAY 3, 1991

The recent delay of funding for the Water System Capital Improvement Projects (CIP), due to the filing of a petition to place the water bonds on the ballot for the June 25th election, has caused some problems which will need to be addressed very soon. While staff is concerned for the future funding of all the Water CIP projects (19 projects in the distribution system and 23 projects at the Water Treatment Plant), three projects are of immediate concern.

**GRANT STREET PROJECT**

County and city staff have been working diligently on the rebuilding of Grant Street from Grove Street to the South Santiam River bridge. The county is funding the majority of the street work and the city is funding most of the curbs and gutters and some sidewalks through Street SDC funds. The city is also funding the sanitary sewer reconstruction through the Wastewater CIP bond, and intending to fund the water main reconstruction through the Water CIP bond which has now been delayed. The project is within one week of going to bid for construction this summer, but without the funding in place for replacing the water system the entire project is in jeopardy.

**FIFTH STREET FAU PROJECT**

This project has already been delayed due to the uncertainty of water improvement funding. The project involves the reconstruction of Fifth Street from Airport Road to the Kees Street Intersection. The Federal Aid Urban (FAU) program would fund 82% of the street work with the remaining 18% shared equally between the State Highway Division (OSHD) and the City of Lebanon. The water main reconstruction was part of the project and would have been totally funded by the Water CIP bond. The project was designed by city staff with OSHD staff taking over construction management of the project.

The project was to go to bid yesterday but the uncertainty of funding for the water main improvements forced city staff to request a one month (or more) delay in advertising for bids. This delay may already mean that the project cannot be constructed this summer.

Water System Capital Projects  
May 3, 1991  
Page 2

### **WTP BACKWASH WASTE PONDS**

A water quality concern exists at the Lebanon Water Treatment Plant. The concern is not for the water we treat and distribute to the people of Lebanon, but for the waste water we put back into the canal from our waste pond. At times, the effluent water from the existing pond does not meet the total suspended solids requirements for water to be discharged back into the canal. We either need to resolve this problem ourselves or we will be forced into it by DEQ.

The construction drawings have been completed but bidding has been delayed due to funding uncertainty. We had hoped to construct the two new ponds this summer in time to catch the worst of the backwash problem.

The delay in two of these projects has probably already caused an impact on their construction cost. Bidding after May usually finds the contractors committed to previously bid projects and additional projects usually find less competition. If any of these projects are delayed until next construction season we will be looking at a 4% to 5% increase in the total construction cost.

The City Council will need to take some kind of action soon. We are in the process of developing some alternatives and consequences of each alternative and will present them to the City Council at their May 8th meeting.



## CITY OF LEBANON

### M E M O R A N D U M

TO: Jim Ruef  
Public Works Director

DATE: May 7, 1991

FROM: Jim Clark  
Senior Engineer

SUBJECT: Options for Water Utility CIP Funded Projects

The use of revenue bonding to finance the Water Utility CIP is now in doubt. During 1990-91 most of our efforts in the Water CIP have focused on three projects: 1) a replacement waterline in conjunction with the East Grant Street (Linn County) reconstruction project, 2) a replacement waterline as part of the 5th Street (ODOT) FAU reconstruction project and 3) backwash waste ponds and flowmeter for the water treatment plant.

These projects are ready for bidding. This memo reviews options and costs for these projects in light of our uncertain financing.

#### East Grant Street

The design for East Grant Street includes a new 16-inch diameter distribution line in the street to allow for overall water system capacity needs, and to replace the existing aging water lines on both sides of Grant Street. Our latest total project cost estimate for this work is \$347,000.

If, for financing reasons, the new 16-inch waterline cannot be included in the upcoming reconstruction project, the project could proceed this construction season under the following alternative plans:

1. The existing 10" CI (north side), 4" WI and 12" AC (both on south side) would remain.

2. System-wide and local needs could be met by either of the following:

- A. A future 16" pipe under the north sidewalk.

- B. A future 16" pipe on a new alignment (Oak street extension or railroad ROW) and a future 8" line on the north side of Grant street.

Of these options, "A" is the more cost-effective. Attachment 1 summarizes the actions and cost required to implement this alternative plan.

In addition to the cost impacts shown to implement the alternative plan, city staff time will increase due to maintenance crew repairs of mains/services and engineering staff efforts to revise specifications. Local water service will likely be interrupted as service/main damage and repairs occur. The bid opening would need to be postponed a minimum of 2 to 3 weeks to allow the County to revise their design.

#### 5th Street

For 5th Street, the design includes a new 12-inch diameter distribution line in the street. Similar to Grant street, the new line provides an overall water system improvement, and replaces the existing aged water line on the west park strip. Our latest total project cost estimate for this work is \$102,000.

If the new 12-inch waterline cannot be included in the upcoming reconstruction project, the project can proceed without the new waterline, which could be constructed at a later date in the park strip on either side of 5th street. The east side is preferred because of the lack of existing utilities.

Attachment 2 provides the actions and cost required to implement this alternative plan.

For 5th street, State funding may be available for service repairs required due to conflicts with new street grades. Again, city staff will be impacted due to maintenance crew repairs of mains/services and engineering staff efforts to revise drawings and specifications. The State Highway Division may not allow such a major change so close to their scheduled bid period and may prefer delaying the project for another year. Local water service will likely be interrupted as service/main damage and repairs occur.

#### Backwash Waste Ponds and Flowmeter

Waste water from the treatment plant filters is discharged into a settling pond to separate the filter sludge from the cleaner water, which in turn is discharged into the Santiam Canal. During periods of high filter use, effluent from the existing pond fails to meet permit requirements.

This project rebuilds the existing backwash settling pond and adds another pond to provide sufficient on-site settling time and storage capacity. Our latest total project cost estimate for this work is \$90,000.

Unlike the two street reconstruction projects above, this project is totally managed by the City of Lebanon - we control the project timing. Delaying the project will result in continued discharge of waste water which at times exceeds our discharge permit. A delay would also continue high maintenance costs to maintain the existing under-capacity pond.

#### Summary/Recommendations

We have four general options for these three projects. In order of preference they are:

1. Proceed with all or some of the projects according with the original schedule and scope of work. This option would require current revenue financing and/or some type of interim debt financing.
2. Delay some or all of the projects for one construction season. The ability to use revenue bonding would be known and, if needed, alternative financing approaches could be determined and reviewed with the City Council.
3. Implement the alternate plans. This approach would allow the two street reconstruction projects to proceed on schedule but would result in significantly higher overall CIP costs.
4. Proceed with bidding the projects as planned and implement the alternative plans, or cancel the projects, if revenue bonding is unavailable. This option is not recommended due to the inherent risk, and credibility loss with the County and State.

Attachment 3 provides some consequences, advantages, and disadvantages for the first three options.

We are pressed for time in making a decision. The Grant Street and 5th Street projects were scheduled to begin advertising for bids May 15 and May 2, respectively. Whichever option we choose will need review and approval by the City Council.

C: Judy Wendland, Finance Director



**Attachment 1**  
**East Grant Street Alternative Plan**

Short-term (as part of the reconstruction project):

<u>Action</u>	<u>Necessary/Desirable</u>	<u>Cost</u>
Replace services & meters	necessary	\$ 23,000
Repair main & services	necessary	4,000
Main/valve adjustments due to grade	necessary	19,000
Main relocations due to conflicting utilities	necessary	<u>23,000</u>
		\$ 69,000
Redesign part of storm drain system	necessary	0
Casings for future pipe/street crossings	desirable	17,000
Relocate north gas line and storm drain	desirable	0

For the long-term (after construction), the following costs would be incurred:

<u>Item</u>	<u>Cost</u>
New 16" water main & near side service connects	\$333,000
Additional right-of-way or easement	1,500
Landscaping replacement	1,500
Sidewalk replacement	17,000
Cross-street service pushes	<u>32,000</u>
Total	\$385,000

Total Cost of Alternative Plan = \$471,000  
Total Cost of Original Plan = \$347,000

Increase = \$124,000

Attachment 2  
5th Street-Airport Road to Kees-Alternative Plan

Short-term (as part of the reconstruction project):

<u>Action</u>	<u>Necessary/Desirable</u>	<u>Cost</u>
Replace services & meters at grade conflicts	necessary	\$ 8,000
Relocate existing fire hydrant	necessary	<u>1,000</u>
		\$ 9,000
Install new 6" fire line	desirable	2,000
Install new 6" waterline at Kees street	desirable	5,000

For the long-term (after construction), the following costs would be incurred:

<u>Item</u>	<u>Cost</u>
New 12" water main & near side service connects	\$111,000
Sidewalk/driveway replacement	16,000
Cross-street service pushes	15,000
Replacement street trees/landscaping	<u>5,000</u>
Total	\$147,000

Total Cost of Alternative Plan = \$163,000

Total Cost of Original Plan = \$102,000

Increase = \$ 61,000

**Attachment 3**  
**Options**  
**Summary of Cost and Other Impacts**

Option 1: Proceed as originally planned and find a financing source other than revenue bonds:

1. Project costs would increase due to less favorable interest rates (about 1% more) and setup costs from \$4,000 to \$7,500 for interim financing.
2. A public perception/credibility problem may be created by debt financing of water CIP projects without their vote. The public may believe they are voting on the rate increase or the projects.
3. A new financing plan would need Council, and perhaps Rate Review Committee, review and approval. We may not have time for a review and meet present County/State bid dates.

Option 2: Delay some or all of the projects for one construction season.

1. City project costs would increase about \$50,000 due to inflation:

E. Grant (city):

\$320,000 sewer	
347,000 water	
61,000 street improvements (SDC)	
<u>25,000 street improvements (LID)</u>	
\$753,000 @ 5% inflation =	<u>\$38,000</u>

E. Grant (county) \$600,000 @ 5% inflation =	<u>\$30,000</u>
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5th Street (city) \$102,000 @ 5% =	<u>\$5,000</u>
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5th Street (State) = \$144,000 @ 5% =	<u>\$7,000</u>
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Backwash Ponds & Flowmeter (city) \$90,000 @ 5% =	<u>\$5,000</u>
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2. Assessments to property owners in the East Grant Street LID will increase due to inflation (amount included in 1 above).

3. The projects are needed now. While we can get by without reconstructing E. Grant and 5th, we will continue to discharge insufficiently settled backwash water into the Santiam Canal and we could be mandated to correct the problem.

4. Delaying E. Grant and 5th Street would cause us to lose credibility with the County and State who have been working hard to bid the projects this season. Future projects and relationships could be affected.

5. Revenue bonding may pass.

Option 3: Implement the Alternative Plans. Construct E. Grant and 5th Street without the new waterlines, which would be built later. Postpone backwash ponds indefinitely:

1. In addition to inflation costs, city project costs would increase by about \$185,000 (1991 \$):

E. Grant - \$124,000

5th Street - \$61,000

2. Neighborhoods would be disrupted twice.

3. Inadequately treated filter sludge would continue to be discharged into the Santiam Canal. We may be mandated to correct the situation.

4. Higher maintenance costs would result with the old waterlines under new streets. Any repair would cut the new streets.

## **AGENDA ITEM 9**



# LEBANON PUBLIC LIBRARY

626 Second St.  
Lebanon, Oregon 97355

(503)451-7461

## LIBRARY ADVISORY BOARD MINUTES

The March 20, 1991 meeting of the Lebanon Public Library Advisory Board was called to order at 6:03 P.M. by Chairperson Pat Dunn. Also present were board members Shirley Foulds, Sharon Gilbert and Marge Lowe, City Council representative John Richard and Program Manager Susan Messersmith.

The minutes of the February 20, 1991 meeting were approved as written.

### FRIENDS OF THE LIBRARY REPORT

Shirley Foulds reported that 76 books had been ordered from the Libri Foundation grant. According to the Foundation, delivery of the books can be expected in about a month.

The Friends donated \$55.00 to be used in purchasing the gift certificate awards for the library's treasure hunt program that took place during spring break for children in grades 1 through 8. Susan reported a good participation in the week's activities.

### PROGRAM MANAGER'S REPORT

The new video collection began circulating in late February and has been well received by the library's patrons, according to Messersmith. The children's videos are exceptionally popular with the public. Circulation glitches have been worked out and the system seems to be working well.

Susan reported that the library's volunteers will be honored at an appreciation tea to be held at the library on Sunday, April 14, 1991, from 2 - 4 p.m. All volunteers, staff, advisory board members, city council members, mayor and city administrator and guests will be invited. Finger food, tea, coffee and punch will be served. Each volunteer will be presented with a small token of the library's appreciation of their service. Susan expressed her hope that all board members would be able to attend.

Plans for celebrating National Library Week April 14 - 20 are being made by library staff at this time, said Messersmith. This year's theme is "Read: Succeed", which lends itself to highlighting occupations and career choices.

## LIBRARY ADVISORY BOARD MINUTES

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Messersmith reported an inconsistency between the Lebanon Municipal Code, Chapter 2.20.040 and the Oregon State Statutes, Chapter 357.465. The city code states that an at-large board member may not serve more than two full consecutive terms but may be appointed again to the board after an interval of two years. The state law allows reappointment to the board after a one year interval. A recommendation will be made to the City Council at its April 24 meeting that the Lebanon Municipal Code be changed to agree with the Oregon State Statutes.

Messersmith said that she would be attending the Oregon Library Association conference in Ashland on April 10-12.

Susan presented the board with an attendance sheet as suggested by board member Marge Lowe at the February meeting.

Susan reported that due to time constraints she did not develop a welcome packet for incoming board members. She indicated that the project would be completed in the upcoming months.

CHAIRPERSON'S DISCUSSION

The board discussed the guidelines for selection of advisory board members that was passed at the July 26, 1989 board meeting. After some discussion the board amended the policy to state that the Advisory Board members should represent a cross section of the community. A few word changes for clarity were also made. Motion passed. A copy of the policy is attached.

ACTION ITEMS

Susan presented the board with three proposed amendments to the library's policy manual as follows:

Free Photocopies of Reference Materials: This amendment would eliminate free photocopies for reference materials with the following exception. Patrons would be allowed five (5) free copies per day from the motorized vehicle repair manuals. The decision to retain free copies from those manuals is based upon the amount of schematic drawings in the manuals which are difficult to copy by hand, as well as the demand for this material.

The board discussed this amendment at some length, questioning Susan as to the availability of material in the circulating collection for other areas in high demand. The board was particularly concerned about the availability of current material on countries of the world, which are in big demand by middle school students. The board consensus was that perhaps a system could be set into place whereby a patron might be provided with free copies of the Background Notes of the Countries of the World on an overnight service basis. Susan was instructed to prepare a policy amendment to that effect for the April board meeting.

## LIBRARY ADVISORY BOARD MINUTES

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16 mm Projector and Filmstrip/Slide Projector Rental: This amendment eliminates the rental of these projectors to the public. The library would retain possession of the projectors and use them in library programming. Both projectors are older models and the library will not be able to maintain the extra servicing/repair of them under the upcoming budget cuts. Motion passed.

Freebie Magazines: In the policy titled FREEBIES the following words are eliminated: ...but are asked to inform circulation staff of the number of items taken so that the number can be included in the day's circulation statistics. The addition of free magazines circulated to the day's circulation statistics inflates those statistics and is also time consuming to track. Motion passed. A copy of the policy is attached.

OPEN DISCUSSION

Sharon Gilbert stated that she felt it would be important for the library staff to do a time study to pinpoint the areas of work that are labor intensive and then look for ways in which to reduce them. Susan indicated that she would do this.

Pat Dunn reported that she had contacted Lebanon Schools liaison Mary Mikkelsen and that Mary had indicated that she probably would be resigning from the board due to time commitments.

The next meeting of the Advisory Board was set for April 24, 1991.

There being no further business the meeting was adjourned at 7:24 P.M. by Chairperson Dunn.

Respectfully submitted,

*Susan Messersmith*

Susan Messersmith  
Secretary



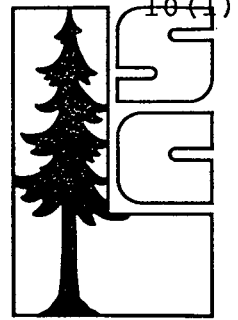
## **AGENDA ITEM 10**



## SENIOR AND DISABLED SERVICES

LEBANON SENIOR CENTER AND DIAL-A-BUS  
585 PARK STREET  
LEBANON, OREGON 97355-3200

(503) 451-7481



### SENIOR AND DISABLED SERVICES ADVISORY BOARD MINUTES MARCH 27, 1991

The meeting was called to order by Chairperson Maxine Gassner. Members present include Tiny Frazier, Stan Usinger, Charles Wilson, Doris Johnston, Rotating Member and Lou Ann Grosch, Program Manager.

Minutes of the February 27, 1991 meeting were approved as written and mailed.

#### PROGRAM MANAGERS REPORT

##### SICO Tables

Lou Ann reported that the three new tables were received and in good condition. The Senior Center now has ten easy fold tables for its use.

##### Newsletter Advertising

Lou Ann asked the Board for direction on whether or not to have paid advertising space in the Senior Center News. She reported that a survey was done with only a few people responding. Those that provided input indicated that they were in favor of advertising, that the size of ad space should be limited and that the ads should help pay the cost of putting the newsletter out.

Board members discussed the implication of the ads appearing and seniors associating the business with the services provided by the Senior Center or that the Center somehow sponsors the business. The question of how much to charge for advertising space was addressed and it was decided that more research was needed as to how other newsletters determine their fees. The newsletter policy will need to be changed and approved by City Council. Lou Ann will develop suggested fees and guidelines for newsletter advertising to be presented next month.

##### Building Rentals

It was reported that the building is being rented four evenings per week; two different groups use the building two nights each, under the new rental fee schedule. The Center still has time and space available for on-going and singles use rentals.

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### FISH Request

Lou Ann reported that FISH had found a volunteer to fill their need but, they would keep us in mind if the present situation does not work out.

### CHAIRPERSON DISCUSSION

#### Rotating Board Positions

Maxine introduced Doris Johnston from Pacific Power as a new Rotating Board Member. Board members introduced themselves and welcomed Doris to the Center.

Maxine also announced that Betty Keepers from U.S. Bank accepted the other Rotating Board Position but was unable to attend today's meeting.

The two new members will serve on the Advisory Board through August 1991.

#### Ordinance Changes

The Board discussed the changes needed in the senior Services ordinance to increase the Board from five to nine members. Under the proposed changes six of the nine Advisory Board members must be 50 years of age or older. Board members requested that a statement be included to encourage disabled representation on the Advisory Board. Disabled representation would be based on qualified applicants.

A motion was made to accept the ordinance with the stated changes and unanimously approved.

#### Communication Improvements

Maxine reported that signs are up in the Senior Center announcing the Advisory Board meetings and how to obtain a meeting agenda. Lou Ann was asked to place a sign in the entry window as well. Board members reported that they see meeting notices in the Good Morning paper and in the Democrat Herald. The Board discussed presenting Advisory Board meeting highlights at the monthly Senior Center potlucks. There were concerns addressed about doing this. The pot lucks are three weeks after the Board meeting where decisions and action plans have been developed. Board members felt that persons wishing to provide input should attend and participate in the Board meetings. Board meetings should be announced at the pot lucks and everyone should be encouraged to attend.

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### OPEN DISCUSSION

Maxine reported to the Board that during the last month the State Division of Senior Services inquired about the Senior Center funding. The state wanted to know the source or sources of Senior Center funding. Apparently, the state was under the impression that the Lebanon Senior Center received state and/or federal money to operate. All budget information requested by the state was made available to them. The City requested and received a copy of the states findings. The report gave the Senior Center a clean bill of health.

Charles asked about pedestrian and parking signs. Lou Ann reported that the parking signs are up in front of the Elks limiting parking to compact cars. She also reported that pedestrian signs have been ordered and will go up as soon as received. All members agreed the parking restriction has made a big difference in being able to see when crossing the intersection either by car or on foot.

Tiny asked about the trust account information that was placed in the newsletter. Lou Ann reported that it needs to be presented in a more understandable fashion and that she is working on ways to do so. The trust account information will be in the newsletter every four months covering the previous yearly quarter. The May issue will show the trust activity for the months of Jan.-Mar.(third quarter) and the August issue will show the months of Apr.- June (fourth quarter) and so on..

Wanda Leggee expressed concerns over the Senior Services Budget. She was referred to the City finance director for information on the city's accounting procedure. Wanda, also had questions about the Elderly Nutrition Program. She was referred to the Elderly Nutrition Program Manager in Corvallis.

**NEXT ADVISORY BOARD MEETING: WEDNESDAY, APRIL 24TH. 1991  
10:00 AM  
SENIOR CENTER CONFERENCE ROOM**