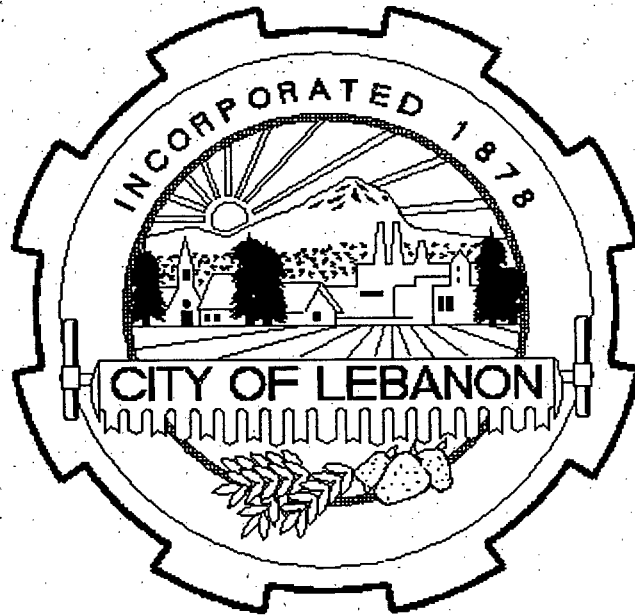
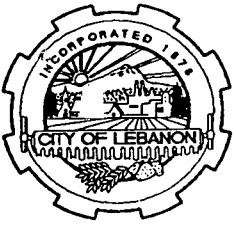


# Council Agenda



November 8, 2000



**CITY COUNCIL MEETING**  
**November 8, 2000**  
**7:30 p.m.**

School District Board Room  
485 S. Fifth Street

**A G E N D A**

**CALL TO ORDER/FLAG SALUTE**

**ROLL CALL**

**CITIZENS COMMENTS**

**APPROVAL OF MINUTES**

- 1) MINUTES OF THE OCTOBER 25, 2000 COUNCIL MEETING

**APPOINTMENT(S)**

- 2) APPOINTMENT OF CIP COMMITTEE MEMBER - Ella Garboden

**LEGISLATIVE SESSION**

- 3) SANTIAM TRAVEL STATION AGREEMENT WITH THE CHAMBER

Presented by: Mr. John Hitt, City Administrator

Approval/Denial by MOTION *Passed unanimously*

- 4) APPROPRIATION RESOLUTION FOR POLICE GRANT

Presented by: Mrs. Judy Hill, Finance Director

Approval/Denial by RESOLUTION

- 5) PROPOSED RATE INCREASE - Albany Lebanon Sanitation Co. (Bio-Med of Oregon)

Presented by: Mr. John Hitt, City Administrator

Approval/Denial by RESOLUTION

**OTHER MATTERS**

6) CITY ADMINISTRATOR'S REPORT

Presented by: Mr. John Hitt, City Administrator

Discussion Only

**EXECUTIVE SESSION**

- 7) *ORS 192.660(1)(e) To conduct deliberations with persons designated by the Council to negotiate real property transactions.*

**ADJOURNMENT**

# AGENDA ITEM 1

**MINUTES  
LEBANON CITY COUNCIL  
OCTOBER 25, 2000**

**MEMBERS PRESENT**

Mayor Scott Simpson, Councilor Floyd Fisher, Roger Munk,  
Dan Thackaberry, Ken Toombs

**STAFF PRESENT**

John Hitt, City Administrator; Tom McHill, City Attorney; Mike Healy,  
Chief of Police; Jim Clark, City Engineer

**CALL TO ORDER / FLAG SALUTE / ROLL CALL**

The regular meeting of the Lebanon City Council was called to order by Mayor Simpson at 7:30 P.M., October 25, 2000 in the Lebanon School District Board Room at 485 S. 5<sup>th</sup> Street. Roll Call was taken with five members present.

**CITIZENS' COMMENTS**

Abe Abraham of 404 E. Isabella St., stated that he felt nothing has been done since appearing at the August 23, 2000 meeting of the Council regarding various property conditions he noted around the City of Lebanon.

**APPROVAL OF MINUTES**

**1. MINUTES OF THE OCTOBER 11, 2000 COUNCIL MEETING**

The Minutes of the October 11, 2000 Lebanon City Council Meeting were approved as submitted.

**INTRODUCTIONS**

Chief of Police Healy stated that as a part of his plan to build a management foundation in the Police Department he has made appointments and would like to introduce these people to the Council. Tonight he introduced Lt. Mike Schulte who just recently received his appointment as Lieutenant. In the event of Chief Healy's absence at the Council Meetings, Lt. Schulte will take his place. Rob Poirier, Communications Supervisor, was then introduced.

**PUBLIC HEARING**

**2. LIQUOR LICENSE CHANGE OF OWNERSHIP - Knot Hole Market & Texaco**

Chief of Police Healy stated the Knot Hole Market & Texaco, 2412 Santiam Highway, new owner Mungra, is requesting that the Lebanon City Council recommend approval of their Dispenser Class A establishment to the Oregon Liquor Control Commission. Chief Healy stated the Police Department does not possess any documented evidence to support the denial of this request.

Mayor Simpson opened the Public Hearing at 7:40 P.M.

There being no testimony from the audience, Mayor Simpson closed the Public Hearing at 7:40 P.M.

A motion was made by Councilor Thackaberry, seconded by Councilor Munk and passed with four yeas and one nay by Councilor Miller that:

**The request by Knothole Market & Texaco, 2412 Santiam Hwy. (change of ownership from Dieble to Mungra) for recommendation of approval for their Dispenser Class A establishment to the Oregon Liquor Control Commission be approved.**

### ADDITION TO AGENDA

Mayor Simpson announced the appointment of an Advisory Committee for the Cheadle Lake Urban Renewal District. Those who have volunteered to be on the Committee are Sharon Burcell, Jason Franklin, R. J. Duncan, Sharon Franklin, Alan Roth. Alternatives will be Cheryl Flowers, and Scott Blair. From the City Council will be Ken Toombs and Roger Munk and from Linn County will be County Commissioner John Lindsey and Darrin Lane, Road Master. Mayor Simpson asked for a motion from the Councilors to accept these people as members of the Advisory Committee.

A motion was made by Councilor Miller, seconded by Councilor Thackaberry and passed unanimously that:

**An Advisory Committee for the Cheadle Lake Urban Renewal District consisting of the following volunteers: Sharon Burcell, Jason Franklin, R. J. Duncan, Sharon Franklin, Alan Roth; alternatives Cheryl Flowers, Scott Blair; City Councilors Ken Toombs, Roger Munk; Linn County, Commissioner John Lindsey, Road Master Darrin Lane be approved.**

### LEGISLATIVE SESSION

#### **3. AMENDMENT OF SOUTH SANTIAM ENTERPRISE ZONE**

City Administrator Hitt presented a resolution that provides the South Santiam Enterprise Zone an expansion. The Resolution guarantees the City of Lebanon the right to have an ex-officio member of the Albany-Millersburg Economic Development Corporation (AMEDEC) board. The Enterprise Zone will be co-managed by the City of Lebanon and AMEDEC. Also in the Resolution it states, "Any agreement contained in this Resolution may be amended by a majority vote of the cosponsors and may be terminated by any party herein with 90 days written notice to the other parties." A map showing this Enterprise Zone was given each Councilor.

Executive Director of AMEDEC John Pascone was present to answer questions. Councilor Munk asked of whom the Board consists. Mr. Pascone stated the two mayors of Albany and Millersburg, Pacific Power Manager, Dick Ebbert, Jon Carnahan from LBCC, a Council member appointee from both the City of Albany and City of Lebanon. Councilor Munk asked if they were all voting members. Mr. Pascone stated there is a "whole list of non-voting members. There are approximately 20 voting Board members." Mayor Simpson asked if within this district, not the Enterprise Zone, are there now properties along I-5. Mr. Pascone responded that there are two properties along I-5. The original Enterprise Zone consists of the whole City of Lebanon.

A member of the audience, Mel Harrington who is a member of the Lebanon Planning Commission, asked Mr. Pascone what guarantee does Lebanon have that AMEDEC will market Lebanon as much as Albany. Mr. Pascone responded that all properties that answer the requests of a developer will be shown whether they are in Albany, Millersburg or Lebanon.

Councilor Miller stated that with the inclusion of Albany and Millersburg in the Enterprise Zone it will give Lebanon the opportunity of having its available property looked at along with the other two cities. Councilor Miller also brought attention to Section 7 of the Resolution which states that the agreement may be terminated by any party within 90 days written notice to the other parties.

City Administrator Hitt stated that in looking into this proposal he feels Lebanon and AMEDEC will be stronger in representing the portions of the zone. Councilor Fisher asked how much time is left in Lebanon's Zone. Mr. Hitt responded that unless there is a legislative change at the State level it will expire in 2007.

City Attorney McHill read the following Resolution by title.

**A RESOLUTION EXPANDING THE SOUTH SANTIAM ENTERPRISE ZONE TO INCLUDE PORTIONS OF THE CITY OF ALBANY AND CITY OF MILLERSBURG FOR THE ECONOMIC BENEFIT OF THE CITY OF LEBANON AND THE AREA**

A motion was made by Councilor Toombs, seconded by Councilor Fisher and passed with four yeas and one nay by Councilor Thackaberry that:

**The Resolution expanding the South Santiam Enterprise Zone to include portions of the City of Albany and City of Millersburg for the economic benefit of the City of Lebanon and the area be adopted.**

#### **4. COG PROJECTS PRIORITY LIST**

City Administrator Hitt reviewed a priority list handed to Councilors at the beginning of meeting, which presents a listing of Lebanon area projects that merit some kind of long-term consideration by Council of Governments (COG) and Oregon State Economic and Community Development Departments. Mr. Hitt stated that Councilors may amend this list. Councilor Miller asked about the listing of the Milton Street Reconstruction. Mr. Hitt responded that because the City was "turned down" for that request, the \$394,000 "Total Local Contribution" will have to be removed. This list must be turned into COG by November 1, 2000.

A motion was made by Councilor Toombs, seconded by Councilor Thackaberry and unanimously passed that:

**The COG Projects Priority List be approved as submitted with a correction on the Milton Street Reconstruction consisting of the removal of \$394,000 under "Total Local Contribution."**

## **OTHER MATTERS**

### **5. CITY ADMINISTRATOR'S REPORT**

#### **A. Cheadle Lake URD**

City Administrator Hitt stated the final reports have been completed and copies are available to the Councilors. The first meeting with the Advisory Committee should be within the next couple of weeks. A preliminary meeting has been held with Staff regarding some of the issues, i.e. storm drainage problems and ways to deal with that. City Engineer Clark stated the main objective was to find out what the County's desire was for scheduling taking care of the storm drainage problem. Mr. Clark stated they did not express any urgency at all. If problems with drainage occur, after this winter, the subject may change.

#### **B. Idea Sharing Session, November 8, 2000**

City Administrator Hitt stated there will be an Idea Sharing Session held at 6:00 November 8, 2000 at the Senior Center. There will be a follow-up on the issue of the disposal of waste water.

#### **C. Automated Municipal Code**

Mr. Hitt stated the City has received a proposal by the book publishing company to do the City's Municipal Code on a combination of the Internet and on CD Roms. At this time the City is paying approximately \$30 a page, varying on how many pages they are sent. Under this program there are some start-up fees. To put the text into electronic format will be \$3,135., and additional CD copies will be \$30. After the first year the total cost will be approximately \$700 a year. A second company has been contacted for their bid also.

#### **D. 2000-2001 Budget Document and Process**

City Administrator Hitt reviewed a copy of Sweet Home's Budget Document to give some ideas on what Councilors might want in designing a new plan for Lebanon's Budget format. Councilors were invited to submit their suggestions, etc.

#### **E. Miscellaneous items**

##### **Town Hall Meeting**

To be held Wednesday, November 1, from 7:00 P.M. to 9:00 P.M. at the Boys and Girls Club – Subject: Transportation. Councilors were given flyers announcing this meeting.

##### **Police Department**

The Police Department is going to do some strategic planning on goals, etc. beginning in December.



**League of Oregon Cities Meeting**

Mr. Hitt, Mayor Simpson, and Councilor Toombs will attend this meeting on November 10-12. The Councilors will be given a report following this meeting.

**MONTHLY BOARD MINUTES**

**6. LIBRARY ADVISORY BOARD MEETING MINUTES - 9/30/00**

Accepted by Mayor Simpson.

**7. SENIOR & DISABLED SERVICES ADVISORY BOARD MEETING MINUTES - 9/30/00**

Accepted by Mayor Simpson.

**ADJOURNMENT**

There being no further business or discussion the meeting of the Lebanon City Council was adjourned at 8:32 P.M.

Recorded and transcribed by Dorothy Nicholson

---

J. Scott Simpson, Mayor   
Ron Miller, Council President

ATTEST:

---

John E. Hitt, City Recorder

# AGENDA ITEM 2



**CITY OF LEBANON**  
**PUBLIC WORKS DEPT. - CAPITAL IMPROVEMENT PROJECTS**  
**MEMORANDUM**

**TO:** Mayor Scott Simpson

**DATE:** November 2, 2000

**FROM:** Allen Dannen, Senior Engineer ASD

**SUBJECT: CIP COMMITTEE APPOINTMENT**

There are currently two vacant positions for citizen members of the CIP Committee. At their October 9 meeting, the committee recommended the appointment of Ella Garboden as a new member of the committee. If you concur with this recommendation, please appoint Ella Garboden to the CIP Committee at the City Council meeting on November 8.

If you have any questions regarding this matter, please stop by my office or call me at 451-7446.

cc: Jim Ruef, Public Works Director  
Jim Clark, City Engineer  
Rob Emmons, Senior Engineer  
Robyn Freeman, Secretary

# AGENDA ITEM 3



CITY OF LEBANON

---

MEMORANDUM

TO: MAYOR & CITY COUNCIL

DATE: November 3, 2000

FROM: JOHN HITT, CITY ADMINISTRATOR */jeh*

SUBJECT: Santiam Travel Station Lease Agreement

Enclosed in your packet is a draft leasing agreement between the City and Lebanon Chamber of Commerce for use of the Santiam Travel Station.

There are a few, probably minor, changes that yet need to be made to the agreement. A final draft will be provided to you at the meeting.

In summary, this lease is for \$200 per month and allows the Chamber to rent out any portion of the building. They will pay the utilities and taxes, if any, for the portion of the building that's their exclusive use. In addition, the Chamber will maintain all the landscaping.

Clearly, this agreement is of major economic benefit to the Chamber. However, in turn, they will provide a Visitors Information Center manned on Saturdays, as well as other miscellaneous public services.

Staff recommends approval of this agreement.

JEH/lgk

# LEASE FOR SANTIAM TRAVEL STATION

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

**Between:** City of Lebanon, a Municipal Corporation ("Landlord")  
925 Main St.  
Lebanon, OR 97355

**And:** Lebanon Area Chamber of Commerce ("Tenant")  
1040 Park St.  
Lebanon, OR 97355

## *RECITALS*

**WHEREAS**, the City of Lebanon owns certain property at 750 Third Street, Lebanon, OR which is referred to as the "Santiam Travel Station", and which constitutes the rehabilitated Lebanon Train Depot; and

**WHEREAS**, the City of Lebanon has heretofore obtained and expended municipal, state and federal funding for the rehabilitation of the Depot, with the specific desire to create an intermodal transportation facility, supporting transportation resources, historic preservation and tourism within the City; and

**WHEREAS**, the Lebanon Area Chamber of Commerce supports such resources, tourism and historic preservation; and

**WHEREAS**, the parties hereto recognize their common responsibility to the various funding agencies to preserve said resources; and

**WHEREAS**, the parties desire to enter into an agreement for the lease of a portion of the Santiam Travel Station by the City of Lebanon to the Lebanon Area Chamber of Commerce;

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

### **Section 1. Lease**

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

See Exhibit "A" which is attached hereto and incorporated herein by this reference.  
[Exhibit "A" is subject to amendment as may be mutually agreed.]

### ***1 Lease -- Santiam Travel Station***

Tenant shall be entitled to exclusive use of the area indicated on Exhibit "B" provided that this area is completed by the tenant or the tenant waits for the Landlord to complete improvements at a future, unspecified date.

Tenant may have the use of common areas under terms described elsewhere in this agreement and upon completion of those improvements by the landlord at an uncertain future date.

## **Section 2. Occupancy**

**Original Term.** The term of this lease shall commence upon the date of the tenant's possession of the premises, and continue for an original term of five years from that time. However, in no event shall this term commence any later than ~~March 1, 2000~~ January 1, 2001, or ninety days from the execution of this lease, whichever ever shall occur later.

**Renewal Option.** If the lease is not in default at the time each option is exercised or at the time the renewal term is to commence, the parties agree that the original term of the lease shall automatically renew for a similar five year term. The terms and conditions of the lease for each renewal term shall be identical with the original term.

**Early Termination.** Either party shall have right to terminate this agreement prior to the expiration of any term of the lease for no cause stated. In the event that Landlord shall elect to terminate this agreement early, Landlord shall give written notice to Tenant no less than one year prior to the termination date. In the event that Tenant should elect to terminate this agreement early, Tenant shall give written notice of such election to Landlord no less than ninety (90) days prior to such early termination. Nothing in this section is intended to otherwise limit the parties' right to terminate this agreement in the event of the default of the other party as set forth in this agreement.

## **Section 3. Rent**

**Base Rent.** During the original term, Tenant shall pay to Landlord as base rent the sum of \$200 per month. Rent shall be payable on the first day of each month in advance at such place as may be designated by Landlord.

**Security Deposit.** There shall be no security deposit required by the Tenant in this agreement.

**Additional Rent.** ~~All taxes,~~ Liability insurance costs, utility charges that Tenant is required to pay by this lease, and any other sum that Tenant is required to pay to Landlord shall be additional rent. The tenant shall also be responsible for any property taxes that may be assessed on the tenants portion of the building. In addition to the rent agreed upon herein, Tenant shall pay to Landlord its monthly pro-rated costs for utilities for the Travel Station, based upon square footage of the Travel Station used by the Tenant. Cost of use of any "common areas" of the Travel Station, as hereinafter defined, shall be equally shared between the parties.

**Santiam Travel Station Maintenance Reserve.** Landlord agrees, subject to the requirements

of Oregon law for municipal corporations, to create and maintain a reserve fund for rent paid by Tenant in this agreement. The reserve fund shall be entitled the "Santiam Travel Station Maintenance Reserve Fund" or some similar name, and shall be kept separate from other funds maintained by Landlord for the purpose of creating and maintaining a fund to provide ongoing maintenance and for capital expenses of the Santiam Travel Station during the term of this lease. Landlord agrees to provide accountings of said fund to Tenant according to Oregon Public Records laws, and shall maintain, audit and account for such fund according to the requirements of Oregon Budget Law. In the event that the parties hereto separately agree with respect to the use and management of the Premises or its environs whereby funds are paid by Landlord on behalf of the Santiam Travel Station, Landlord agrees that such funds shall be paid into the maintenance reserve fund for its purpose. However, nothing in this paragraph relieves either party of its respective responsibility to make payments as otherwise required herein.

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

**Permitted Use.** The premises shall be used for the operation, office and management of the Lebanon Area Chamber of Commerce and for no other purpose without the consent of Landlord, which consent shall not be withheld unreasonably .

**Restrictions on Use.** In connection with the use of the Premises, Tenant shall:

1. Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use.
2. Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.
3. Refrain from any loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord
4. Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord
5. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked disposed of, or otherwise released on or under the Premises. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises.



Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term *Environmental Law* shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term *Hazardous Substance* shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

6. Tenant shall have the right to rent out any portion of the premises to community groups or activities provided they do not infringe on the Landlord's use of the property or the other terms of this agreement.

All rental fees collected by tenant shall first be applied to the utility fees due and payable for that month on the common area. Any rental revenues collected in excess of utility expenses shall be the sole property of the tenant.

Tenant and Landlord shall mutually provide copies of receipts and bills in order to facilitate an orderly accounting.

7. The parties hereto recognize and agree that they shall have the mutual duty to maintain the historic character and content of the premises and Santiam Travel Station in its entirety and pursuant to any explicit requirements of grants or funding sources which have provided funds for the rehabilitation of the Santiam Travel Station. Any structural modifications of the building by Tenant shall be undertaken only after receiving written consent of Landlord, which shall be reasonably given. Any modifications or finishing to the building leased by Tenant which is not financed by grant funds shall be paid for by Tenant, either before or after its possession of the Premises.

**Section 5. Common Areas.** As indicated on the attached Exhibit "A", the premises leased by Tenant consists of a part of the Santiam Travel Station. There is included in the premises certain common areas which shall be under the common control of both the Landlord and the Tenant. These areas are labeled on said exhibit "A" as ~~the Kitchen/Workroom area and the ADA Bathrooms~~. The parties agree that each shall be responsible for maintaining the areas pursuant to a separate agreement which shall be negotiated by the parties. Each party shall be responsible for utilities for the use of the common area on an equally shared basis. The parties agree that the common areas are one-third of the total building, the Chamber's usage is one-third and the City's usage is one-third.

#### **Section 5.6. Repairs and Maintenance**

**5.1 Landlord's Obligations.** The following shall be the responsibility of the Landlord:

1. Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, floor slabs, and foundation.
2. Repair of sidewalks, driveways, curbs, parking areas, including sweeping IAW regular

#### **4 Lease -- Santiam Travel Station**

city sweeping schedule;

3. Repair and maintenance of exterior water, sewage, gas, and electrical services up to the point of entry to the leased Premises;
4. Repair of the heating and air conditioning system.

**5.2 Tenant's Obligations.** The following shall be the responsibility of the Tenant:

1. Repair of interior walls, ceilings, doors, windows, ~~and related hardware, and light fixtures, switches, and wiring and plumbing from the point of entry to the premises.~~ and light fixtures, switches, and wiring and plumbing from the point of entry to the premises.
2. Landscaping outside of the building
3. Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 7.2 dealing with waiver of subrogation.
4. Ordinary maintenance of the heating and air conditioning system and any repairs necessary because of improper maintenance.
5. Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 4.2.

**5.5 Inspection of Premises.** Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

## **Section 6. Alterations**

- 6.1 Alterations Prohibited.** Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.
- 6.2 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the applicable Landlord's consent specifically provides otherwise.

## **Section 7. Insurance**

- 7.1 **Insurance Required.** Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks, but shall not be required to insure. Any deductible to be paid for damages on the Premises of the Tenant shall be paid by Tenant.
- 7.2 **Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. ~~This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.~~
- 7.3 **Tenant, Employees and Volunteers.** Tenant shall maintain Worker's Compensation Insurance for all employees. Tenant shall assure that all volunteers have private medical insurance and have signed a release form provided by the City.

## Section 8. Taxes

- 8.1 **Property Taxes.** Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall pay as due all real property taxes and special assessments, if any, levied against the tenant's portion of the Premises. As used herein, real property taxes includes any fee or charge relating to the ownership, use or rental of the Premises. Tenant shall also be responsible for all federal, state and local taxes and franchise fees on Tenant's portion of utility bills.
- 8.2 **Contest of Taxes.** Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

## Section 9. Damage and Destruction

- 9.1 **Partial Damage.** If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch, subject to interruptions and delays from labor disputes and matters beyond the control of Landlord. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any

inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

**9.2 Destruction.** If the Premises are destroyed or damaged such that the cost of repair exceeds 50% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of the damage. In such event all rights and obligations of the parties shall cease as of the date of termination.

**9.3 Rent Abatement.** Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

## **Section 10. Liability and Indemnity**

**10.1 Liens** Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

**10.2 Indemnification** Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss or damage caused by third parties or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

**10.3 Liability Insurance.** Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: comprehensive general liability insurance in a responsible company with limits of not less than \$ 1,000,000 for combined single injuries per occurrence, ~~injury to one person, \$ 2,000,000 for injury in the aggregate to two or more persons in one occurrence, and \$ \_\_\_\_\_ for damage to property.~~ Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the Premises and shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring ~~10~~ 30 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

## **Section 11. Assignment and Subletting**

No part of the Premises may be assigned, mortgaged or subleased, nor may a right of use of any portion of the premises be conferred on any third person by any other means, without the prior written consent of Landlord.

## **Section 12. Default**

The following shall be events of default:

**12.1 Default in Rent.** Failure of Tenant to pay any rent or other charge within 10 days after it is due.

**12.2 Default in Other Covenants.** Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease, other than the payment of rent or other charges, within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**12.3 Insolvency.** Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; shall constitute a default.

**12.4 Abandonment.** Failure of Tenant for 15 days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

## **Section 13. Remedies on Default**

**13.1 Termination.** In the event of a default, the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

**13.2 Reletting.** Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord shall not be required to relet the Premises. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

**13.3 Damages.** In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

- (1) The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying rent.
- (2) The reasonable costs of reentry and reletting including, without limitation, the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, court costs and advertising costs.

The forgoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under Oregon law.

#### **Section 14. Surrender at Expiration.**

**14.1 Condition of Premises.** Upon expiration of the lease term or earlier termination of account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender.

#### **16.2 Fixtures.**

- (1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.
- (2) Prior to expiration or other termination of the lease term, Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and landlord may retain the property and all rights of Tenant with respect to it shall cease.

**16.3 Holdover.** If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. If a month to month tenancy results from a holdover by Tenant under this section, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month to month tenancy.

#### **Section 17. Miscellaneous**

**17.1 Nonwaiver.** Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

**15.2 Attorney Fees.** If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

**15.3 Notices.** Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

**15.4 Succession.** Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

**15.5 Recordation.** This lease shall not be recorded without the written consent of Landlord.

**15.6 Entry for Inspection.** Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease to place and maintain upon the Premises notices for leasing or selling of the Premises.

**15.7 Proration of Rent.** In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

**15.8 Time of the Essence.** Time is of the essence of the performance of each of Tenant's obligations under this lease.

Executed on the date mentioned above, upon the appropriate authority of their boards and councils, the parties hereto affix their hands.

For the Lebanon Area Chamber of Commerce:

For the City of Lebanon:

\_\_\_\_\_  
President of the Board of Directors

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
City Administrator, Pro-Tem

# AGENDA ITEM 4





**CITY OF LEBANON**  
**FINANCE**  

---

**MEMORANDUM**

**TO:** John E. Hitt, City Administrator

**DATE:** November 2, 2000

**FROM:** Judy Hill, Finance Director *JH*

**SUBJECT:** Grant for Purchase of Police Equipment

The Police Department has received a grant from The Oregon Department of State Police, Criminal Justice Services Division to purchase ear receivers for the officers so that the suspects can't hear what is coming over the radio. Also, the department will purchase two digital read back units for dispatch. These units will record what is being said if the dispatcher is unable to take care of what is being said by one officer while also dealing with another situation. The dispatcher can then replay the recording instead of having the officer repeat what has been said.

Action Required:

Motion to approve/deny the resolution.

A RESOLUTION APPROPRIATING  
GRANT FUNDS

)  
)

RESOLUTION NO. \_\_\_\_\_  
for 2000

WHEREAS, the City of Lebanon will receive a grant from The Oregon Department of State Police, Criminal Justice Services Division for the specific purpose of purchasing equipment: WHEREAS, the amount of the grant is \$ \$8,138 with a \$ 1,862 City Match , and

WHEREAS, Oregon Local Budget Law, under ORS 294.326(2), provides that money from an unanticipated grant which has been transferred to a municipal corporation in trust for a specific purpose may be lawfully expended after enactment of an appropriation resolution, therefore

BE IT RESOLVED that the Council of the City of Lebanon hereby adopts this resolution in the full amount of \$10,000.00 for the purposes shown below, and is hereby appropriated as follows:

827-827-72600	Equipment	\$10,000.00
---------------	-----------	-------------

Passed by the Council by a vote of \_\_\_ for and \_\_\_ against and approved by the Mayor this 8<sup>th</sup> day of November, 2000.

\_\_\_\_\_  
J. Scott Simpson, Mayor [ ]  
Ron Miller, Jr., Council President [ ]

\_\_\_\_\_  
John E. Hitt, City Recorder

# AGENDA ITEM 5



CITY OF LEBANON

MEMORANDUM

TO: MAYOR & CITY COUNCIL

DATE: November 3, 2000

FROM: JOHN HITT, CITY ADMINISTRATOR *JCH*

SUBJECT: RATE INCREASE - MEDICAL WASTE COLLECTION

Attached is a proposed new rate structure for the collection of medical waste. Obviously, this impacts only a very few customers in the city.

While the rate increases are steep on a percentage basis, they are the first in 4.5 years. In that period of time the Consumers Price Index (CPI) has increased about 15.5%. I expect that most of the increase in excess of the CPI is due to increased environmental regulations and anticipated future costs increases.

JEH/lgk

*Request for rate increase from our Franchisee, Albany-Lebanon Sanitation, Inc. as a result of increase of costs of sub-contractor, Bio-med of Oregon.*

- 1. Increases average about 32% , CPI about 15.5%*
- 2. First in 4.5 years*
- 3. Effective Jan 1, 2001*
- 4. May not be increased again w/o Council approval*
- 5. Sub-contractor, Bio-med of Oregon expects an increase in costs of about 55%*

APPROVING AN INCREASE OF MEDICAL ) RESOLUTION NO. \_\_\_\_\_  
WASTE COLLECTION FOR ALBANY/LEBANON ) for 2000  
SANITATION FEES FOR BIO-MED OF OREGON )  
A SUBCONTRACTOR OF ALBANY-LEBANON )  
SANITATION COMPANY )

WHEREAS, the cost of providing medical collection services by Albany-Lebanon Sanitation (the franchisee) has increased substantially in the last two years.

WHEREAS, the franchisee anticipates further increases in their costs,

WHEREAS, the franchisee has the necessity of a reasonable return on their investment,

WHEREAS, the proposed rates in Exhibit "A" are similar to other cities for similar service,

WHEREAS, a rate increase is in the public interest in order to meet basic service needs,

THEREFORE BE IT RESOLVED, that the City of Lebanon approves the medical collection rates as continued in Exhibit "A", to be effective not sooner than January 1, 2000.

Passed by the Council by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against and approved by the Mayor this 8 day of November, 2000.

\_\_\_\_\_  
J. Scott Simpson, Mayor   
Ron Miller, Council President

ATTEST:

\_\_\_\_\_  
John E. Hitt, City Recorder

October 30, 2000

**RECEIVED OCT 31 2000**

City of Lebanon  
925 Main Street  
Lebanon, OR 97355

Dear Mr. Mayor and Members of the Council:

Attached is a proposal to increase collection rates charged by Bio-Med of Oregon for medical waste collection within the City of Lebanon. As you may know, Bio-Med operates as a subcontractor of ALS under our franchise agreement with the City.

The current rates have been in effect since July 1, 1996 and Bio-Med is requesting that the new rates be effective January 1, 2001. The attached cover letter and financial information thoroughly explain this request. Please give me a call at 928-2551 if you have any questions.

Sincerely,



Mike Huycke  
General Manager

# Bio-Med of Oregon

P.O. BOX 1 • CORVALLIS, OR 97339 • 1-800-622-1378 • FAX (541) 754-0448

## Medical Waste Management

October 1, 2000

Mr. Mike Huycke  
Albany-Lebanon Sanitation  
P O Box 1929  
Albany, OR 97321

Dear Mike,

Enclosed is an application requesting an increase in the collection rates charged by Bio-Med of Oregon in the Cities of Albany and Lebanon. As you recall, Bio-Med has a subcontract arrangement with Albany-Lebanon Sanitation to collect medical waste in both of these cities. Our current rates have been in effect since July 1, 1996. We are requesting an effective date of January 1, 2001 for the new rate structure.

This request is a result of several factors:

1. Since the last rate change, operating costs experienced four years of inflation. Through route management, alternative storage methods, and an evolution of collection systems, we managed to offset most of the effects. But with those gains behind us, we anticipate inflation will have a greater impact in the future, resulting in negative profit margins.
2. We upgraded our service program to accommodate the demands of our customer base, replacing leak-prone cardboard boxes destined for incineration with leak-proof but reusable plastic tubs. This required identifying and soliciting a more expensive disposal arrangement.
3. We analyzed our business as a "stand-alone entity" to capture unrecognized expenses not included in our 1996 request: additional personnel, education and outreach, increased rent, and amortization and repair of added equipment.
4. Our cost of doing business increased during the past four years, to include labor, maintenance, fuel prices, and disposal rates which particularly increased over 6%, on a per unit basis, since 1999.

Included in this application for your review is a complete proposed rate schedule, a comparison of rates with other similar service providers in the area, and a projected statement of income based on the proposed rates and estimated costs to provide current and enhanced services.

I look forward to an opportunity to discuss this proposal and answer any questions.

Respectfully,



Fred Penning  
Bio-Med of Oregon

enclosures

Bio-Med of Oregon, Inc.  
Income Statement

	Cal. Year		Projected		Proposed	
	1999	%	2000	%	2001	%
<b>REVENUE</b>	<b>\$796,899</b>	<b>100.00%</b>	<b>\$1,150,321</b>	<b>100.00%</b>	<b>\$1,387,212</b>	<b>100.00%</b>
<b>DIRECT COSTS</b>						
Payroll	\$121,660	15.27%	\$120,224	10.45%	\$156,022	11.25%
Operating Costs	\$41,123	5.16%	\$57,651	5.01%	\$85,439	6.16%
Disposal	\$422,149	52.97%	\$757,941	65.89%	\$820,560	59.15%
Franchise fees	\$42,107	5.28%	\$69,280	6.02%	\$94,021	6.78%
Equipment & associated	\$31,881	4.00%	\$20,241	1.76%	\$30,455	2.20%
<b>Total Direct Costs</b>	<b>\$658,920</b>	<b>82.69%</b>	<b>\$1,025,337</b>	<b>89.13%</b>	<b>\$1,186,497</b>	<b>85.53%</b>
<b>GEN. &amp; ADMIN. EXPENSES</b>						
Labor & associated	\$28,188	3.54%	\$23,318	2.03%	\$25,835	1.86%
Adver; Contrib; Dues & Subscrip.	\$2,545	0.32%	\$2,938	0.26%	\$3,203	0.23%
Facility & equipment	\$37,856	4.75%	\$45,920	3.99%	\$67,138	4.84%
Supplies & Misc.	\$4,639	0.58%	\$10,627	0.92%	\$11,098	0.80%
Educ-Training & associated	\$1,288	0.16%	\$1,327	0.12%	\$1,367	0.10%
<b>Total G&amp;A Expenses</b>	<b>\$74,516</b>	<b>9.35%</b>	<b>\$84,130</b>	<b>7.31%</b>	<b>\$108,641</b>	<b>7.83%</b>
<b>PROFIT FROM OPS</b>	<b>\$63,463</b>	<b>7.96%</b>	<b>\$40,854</b>	<b>3.55%</b>	<b>\$92,074</b>	<b>6.64%</b>
<b>OTHER INCOME &amp; (EXP)</b>						
Total Other Income & Exp.	-\$40,500	-5.08%	\$0		\$0	
<b>PRE-TAX PROFIT</b>	<b>\$22,963</b>	<b>2.88%</b>	<b>\$40,854</b>	<b>3.55%</b>	<b>\$92,074</b>	<b>6.64%</b>



### Proposed Rates for 9 Gallon Tubs

# of units	Current Rates	Total Cost	Proposed Per U Rate	Proposed Revenue	Proposed Increase \$	Proposed Increase%
1	\$ 45.21	\$ 45.21	\$ 62.00	\$ 62.00	\$ 16.79	37.14%
2	\$ 29.86	\$ 59.72	\$ 41.25	\$ 82.50	\$ 22.78	38.14%
3	\$ 24.74	\$ 74.22	\$ 34.15	\$ 102.45	\$ 28.23	38.04%
4	\$ 21.63	\$ 86.52	\$ 29.65	\$ 118.60	\$ 32.08	37.08%
5	\$ 19.77	\$ 98.85	\$ 27.10	\$ 135.50	\$ 36.65	37.08%
6	\$ 18.16	\$ 108.96	\$ 24.90	\$ 149.40	\$ 40.44	37.11%
7	\$ 17.01	\$ 119.07	\$ 23.15	\$ 162.05	\$ 42.98	36.10%
8	\$ 15.87	\$ 126.96	\$ 21.60	\$ 172.80	\$ 45.84	36.11%
9	\$ 14.99	\$ 134.91	\$ 20.40	\$ 183.60	\$ 48.69	36.09%
10	\$ 14.28	\$ 142.80	\$ 19.30	\$ 193.00	\$ 50.20	35.15%
11	\$ 13.70	\$ 150.70	\$ 18.50	\$ 203.50	\$ 52.80	35.04%
12	\$ 13.22	\$ 158.64	\$ 17.85	\$ 214.20	\$ 55.56	35.02%
13	\$ 12.81	\$ 166.53	\$ 17.20	\$ 223.60	\$ 57.07	34.27%
14	\$ 12.46	\$ 174.44	\$ 16.70	\$ 233.80	\$ 59.36	34.03%
15	\$ 12.16	\$ 182.40	\$ 16.30	\$ 244.50	\$ 62.10	34.05%
16	\$ 11.89	\$ 190.24	\$ 15.85	\$ 253.60	\$ 63.36	33.31%
17	\$ 11.89	\$ 202.13	\$ 15.85	\$ 269.45	\$ 67.32	33.31%
18	\$ 11.89	\$ 214.02	\$ 15.85	\$ 285.30	\$ 71.28	33.31%
19	\$ 11.89	\$ 225.91	\$ 15.85	\$ 301.15	\$ 75.24	33.31%
20	\$ 11.89	\$ 237.80	\$ 15.85	\$ 317.00	\$ 79.20	33.31%
60	\$ 11.89	\$ 713.40	\$ 15.45	\$ 927.00	\$ 213.60	29.94%
75	\$ 11.89	\$ 891.75	\$ 15.45	\$ 1,158.75	\$ 267.00	29.94%
90	\$ 11.89	\$ 1,070.10	\$ 15.45	\$ 1,390.50	\$ 320.40	29.94%

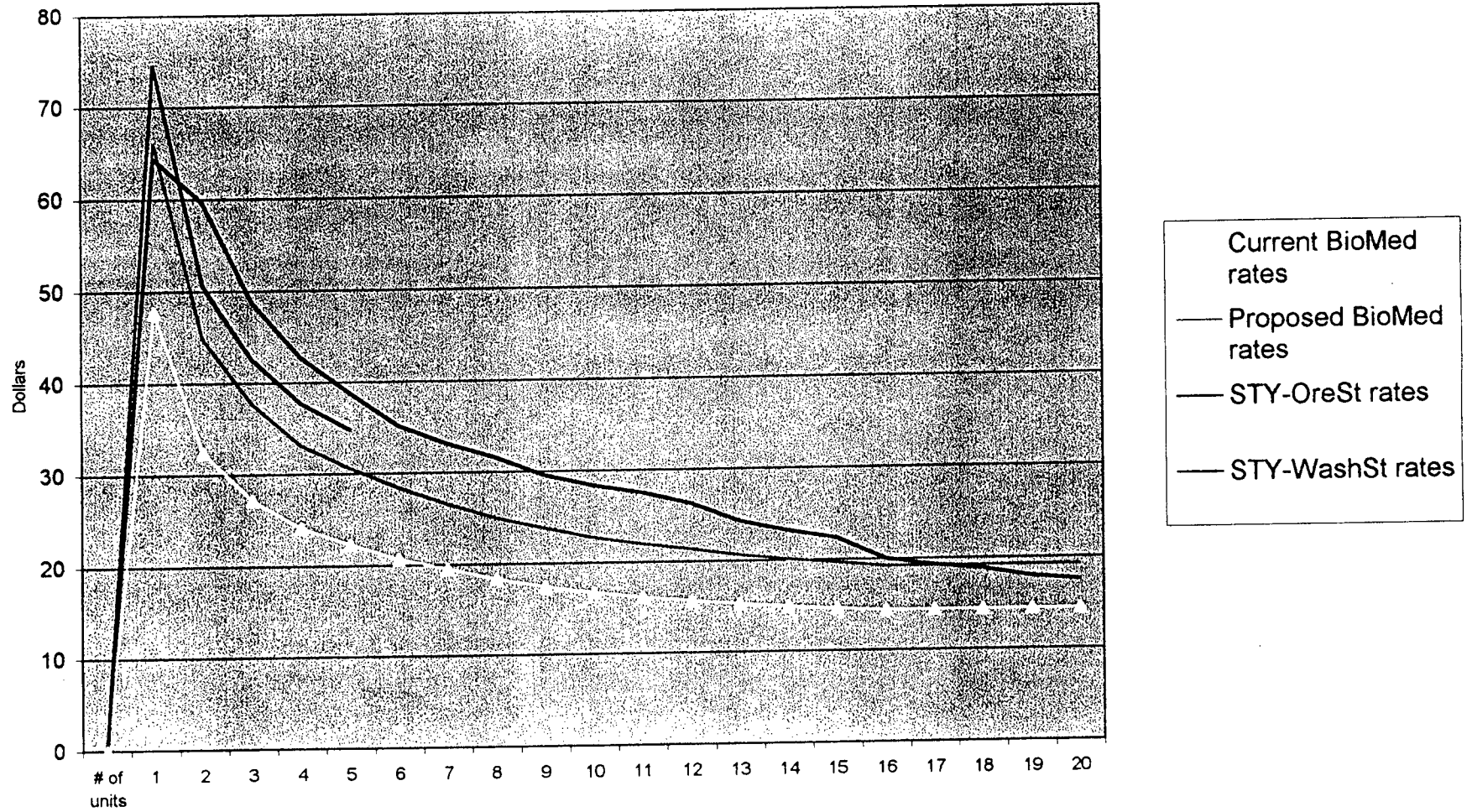
### Proposed Rates for 20 or 21 Gallon Tub

# of units	Current Rates	Total Cost	Proposed Per U Rate	Proposed Revenue	Proposed Increase \$	Proposed Increase%
1	\$ 46.40	\$ 46.40	\$ 64.00	\$ 64.00	\$ 17.60	37.93%
2	\$ 31.05	\$ 62.10	\$ 42.90	\$ 85.80	\$ 23.70	38.16%
3	\$ 25.93	\$ 77.79	\$ 35.80	\$ 107.40	\$ 29.61	38.06%
4	\$ 22.82	\$ 91.28	\$ 31.30	\$ 125.20	\$ 33.92	37.16%
5	\$ 20.96	\$ 104.80	\$ 28.75	\$ 143.75	\$ 38.95	37.17%
6	\$ 19.35	\$ 116.10	\$ 26.55	\$ 159.30	\$ 43.20	37.21%
7	\$ 18.20	\$ 127.40	\$ 24.80	\$ 173.60	\$ 46.20	36.26%
8	\$ 17.06	\$ 136.48	\$ 23.25	\$ 186.00	\$ 49.52	36.28%
9	\$ 16.17	\$ 145.53	\$ 22.00	\$ 198.00	\$ 52.47	36.05%
10	\$ 15.47	\$ 154.70	\$ 20.90	\$ 209.00	\$ 54.30	35.10%
11	\$ 14.89	\$ 163.79	\$ 20.15	\$ 221.65	\$ 57.86	35.33%
12	\$ 14.41	\$ 172.92	\$ 19.50	\$ 234.00	\$ 61.08	35.32%
13	\$ 14.00	\$ 182.00	\$ 18.80	\$ 244.40	\$ 62.40	34.29%
14	\$ 13.65	\$ 191.10	\$ 18.30	\$ 256.20	\$ 65.10	34.07%
15	\$ 13.34	\$ 200.10	\$ 17.90	\$ 268.50	\$ 68.40	34.18%
16	\$ 13.08	\$ 209.28	\$ 17.40	\$ 278.40	\$ 69.12	33.03%
17	\$ 13.08	\$ 222.36	\$ 17.40	\$ 295.80	\$ 73.44	33.03%
18	\$ 13.08	\$ 235.44	\$ 17.40	\$ 313.20	\$ 77.76	33.03%
19	\$ 13.08	\$ 248.52	\$ 17.40	\$ 330.60	\$ 82.08	33.03%
20	\$ 13.08	\$ 261.60	\$ 17.40	\$ 348.00	\$ 86.40	33.03%
60	\$ 13.08	\$ 784.80	\$ 16.75	\$ 1,005.00	\$ 220.20	28.06%
75	\$ 13.08	\$ 981.00	\$ 16.75	\$ 1,256.25	\$ 275.25	28.06%
90	\$ 13.08	\$ 1,177.20	\$ 16.75	\$ 1,507.50	\$ 330.30	28.06%

**Proposed Rates for 35 or 48 Gallon Tub**

# of units	Current Rates	Total Cost	Proposed Per U Rate	Proposed Revenue	Proposed Increase \$	Proposed Increase%
1	\$ 47.75	\$ 47.75	\$ 66.00	\$ 66.00	\$ 18.25	38.22%
2	\$ 32.40	\$ 64.80	\$ 44.75	\$ 89.50	\$ 24.70	38.12%
3	\$ 27.28	\$ 81.84	\$ 37.70	\$ 113.10	\$ 31.26	38.20%
4	\$ 24.18	\$ 96.72	\$ 33.15	\$ 132.60	\$ 35.88	37.10%
5	\$ 22.31	\$ 111.55	\$ 30.60	\$ 153.00	\$ 41.45	37.16%
6	\$ 20.70	\$ 124.20	\$ 28.40	\$ 170.40	\$ 46.20	37.20%
7	\$ 19.55	\$ 136.85	\$ 26.60	\$ 186.20	\$ 49.35	36.06%
8	\$ 18.41	\$ 147.28	\$ 25.05	\$ 200.40	\$ 53.12	36.07%
9	\$ 17.53	\$ 157.77	\$ 23.85	\$ 214.65	\$ 56.88	36.05%
10	\$ 16.82	\$ 168.20	\$ 22.75	\$ 227.50	\$ 59.30	35.26%
11	\$ 16.24	\$ 178.64	\$ 21.95	\$ 241.45	\$ 62.81	35.16%
12	\$ 15.76	\$ 189.12	\$ 21.30	\$ 255.60	\$ 66.48	35.15%
13	\$ 15.35	\$ 199.55	\$ 20.60	\$ 267.80	\$ 68.25	34.20%
14	\$ 15.00	\$ 210.00	\$ 20.10	\$ 281.40	\$ 71.40	34.00%
15	\$ 14.70	\$ 220.50	\$ 19.70	\$ 295.50	\$ 75.00	34.01%
16	\$ 14.43	\$ 230.88	\$ 19.20	\$ 307.20	\$ 76.32	33.06%
17	\$ 14.43	\$ 245.31	\$ 19.20	\$ 326.40	\$ 81.09	33.06%
18	\$ 14.43	\$ 259.74	\$ 19.20	\$ 345.60	\$ 85.86	33.06%
19	\$ 14.43	\$ 274.17	\$ 19.20	\$ 364.80	\$ 90.63	33.06%
20	\$ 14.43	\$ 288.60	\$ 19.20	\$ 384.00	\$ 95.40	33.06%
60	\$ 14.12	\$ 847.20	\$ 17.65	\$ 1,059.00	\$ 211.80	25.00%
75	\$ 13.87	\$ 1,040.25	\$ 17.35	\$ 1,301.25	\$ 261.00	25.09%
90	\$ 13.62	\$ 1,225.80	\$ 17.05	\$ 1,534.50	\$ 308.70	25.18%

### Med Waste Rate Comparison of 35/48 Gallon Tubs



# AGENDA ITEM 6



CITY OF LEBANON

MEMORANDUM

TO: MAYOR & CITY COUNCIL

DATE: November 3, 2000

FROM: JOHN HITT, CITY ADMINISTRATOR

SUBJECT: City Administrator's Report

I will provide an oral update and seek your counsel on the following matters:

- A. Potential Fiscal Impact of November 2000 Election - *None, except for*
- B. Westside Interceptor - *700M* *Measure 7*
- C. Transportation Plan Town Hall Meeting - *~25 people attended*
- D. City Administrator's Evaluation - *6 months, Nov. 15<sup>th</sup>*
- E. Miscellaneous Items *will supply evaluation forms*

JEH/lgk 1. *City Hall closed Friday*

2. *LOC - Nov 10-12*

3. *1<sup>st</sup> URO meeting Nov. 16 @ 7:30*

4. *Downtown Beautification*

F. *Jim Reef*

# Executive Session (7)

Per ORS 192.660(1)(e) To conduct deliberations with persons designated by the Council to negotiate real property transactions.



CITY OF LEBANON

MEMORANDUM

TO: MAYOR & CITY COUNCIL

DATE: November 3, 2000

FROM: JOHN HITT, CITY ADMINISTRATOR

SUBJECT: Executive Session

I anticipate presenting to you an outline of principal points of agreement for a proposed City/School/Hospital property exchange.

In addition, we have a proposed donation of three (3) acres from the hospital in exchange for completing 5<sup>th</sup> Street to Reeves Parkway.

*(for the purpose of)*

Both of these items will be given to you at the meeting and are for discussion purposes only.

JEH/lgk