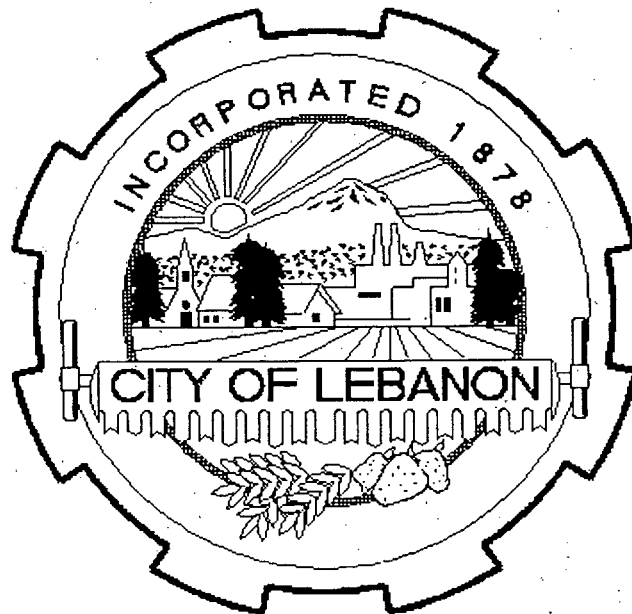


Council Agenda



September 25, 2002

7:30 p.m.

CITY COUNCIL MEETING
August 25, 2002
7:30 p.m.

School District Board Room
485 S. 5th Street

AGENDA

CALL TO ORDER/FLAG SALUTE

ROLL CALL

CONSENT CALENDER

a) MEETING MINUTES:

- ◆ City Council Meeting Minutes - August 14, 2002
- ◆ Library Advisory Board Meeting Minutes - August 14, 2002
- ◆ Senior And Disabled Advisory Board Meeting Minutes - July 17, 2002

b) AMENDMENT TO PERSONAL SERVICES AGREEMENT - Larry Houchin, Municipal Court Judge

c) EASEMENT FOR PUBLIC ACCESS AND UTILITIES:

- ◆ Waterline Easement for Chester McMains
- ◆ Waterline Easement for Marion Boykin

PROCLAMATION

"HEALTHCARE FOOD SERVICE EMPLOYEE WEEK"

PUBLIC HEARING(S)

1) LIQUOR LICENSE APPLICATION (Off Premises Sales) - Tobacco World, Inc.

Presented by: Mr. Mike Healy, Police Chief

Approval/Denial by MOTION

LEGISLATIVE SESSION

2) USE OF TRANSIENT ROOM TAX FUNDS

Presented by: Mr. John Hitt, City Administrator

Approval/Denial by MOTION

3) OREGON TRANSPORTATION INVESTMENT ACT AGREEMENT - Main Street Improvements

Presented by: Mr. Allen Dannen, City Engineer

Approval/Denial by MOTION

4) TRANSFER OF JURISDICTION OF COUNTY ROADS

Presented by: Mr. Allen Dannen, City Engineer

Approval/Denial by ORDINANCE

5) INTRA FUND TRANSFER

Presented by: Mr. Casey Cole, Finance Director

Approval/Denial by RESOLUTION

6) CITY ADMINISTRATOR'S REPORT

Presented by: Mr. John Hitt, City Administrator

Discussion Only

CITIZEN COMMENTS - *Those citizens with comments concerning public matters may do so at this time.*

ITEMS FROM COUNCIL MEMBERS

EXECUTIVE SESSION

- ▶ Per ORS 192.660(1)(h) To consult with legal counsel concerning legal rights and duties of the Council regarding current litigation or litigation likely to be filed.
- ▶ Per ORS 192.660(1)(e) To conduct deliberations with persons designated by the Council to negotiate real property transactions.

ADJOURNMENT

Consent Calendar

a) MEETING MINUTES:

- ◆ City Council Meeting Minutes - August 14, 2002
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b) AMENDMENT TO PERSONAL SERVICES AGREEMENT - Larry Houchin,
Municipal Court Judge

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**MINUTES
LEBANON CITY COUNCIL MEETING**

August 14, 2002

Members Present: Council President Ken Toombs, Councilors Mel Harrington, Roger Munk, Dan Thackaberry and Stan Usinger

Staff Present: John Hitt, City Administrator; Tom McHill, City Attorney; Jim Ruff, Director of Public Works; Allen Dannen, City Engineer and Doug Parker, City Planner

Chief Healy

CALL TO ORDER/FLAG SALUTE/ROLL CALL

The regular session of the Lebanon City Council was called to order by Council President Toombs at 7:30 p.m. in the Lebanon School District Board Room, 485 S. 5th Street. There were five members present. Councilor Ron Miller was absent.

CONSENT CALENDER

a) MEETING MINUTES:

- ◆ City Council Meeting Minutes - July 17, 2002
- ◆ Lebanon Planning Commission Meeting Minutes - May 15, 2002
- ◆ Lebanon Planning Commission Meeting Minutes - June 10, 2002
- ◆ Lebanon Tourism Commission Meeting Minutes - July 1, 2002
- ◆ Lebanon Tourism Commission Special Meeting Minutes - July 8, 2002
- ◆ Lebanon Tourism Commission Special Meeting Minutes - July 29, 2002

b) NORTHLAND INSURANCE LETTER REGARDING ELECTED OFFICIALS - July 31, 2002

c) LEBANON CITY COUNCIL AGENDA - August 14, 2002

Council President Toombs stated that Agenda Item #8, "Tourism Commission Request for a New Part-time Position" would be taken off the agenda. Councilor Munk proposed replacing Agenda Item #8 with a discussion and motion on the Tourism Agreement between the Lebanon Chamber of Commerce and the City of Lebanon. A motion was made by Councilor Thackaberry, seconded by Councilor Munk and passed unanimously that the *Consent Calendar of August 14 be approved as amended.*

PRESENTATION

1) LEBANON AQUATIC DISTRICT REQUEST

Judy Phillips, Chair of the Lebanon Aquatic District requested that the City deed a section of land located at the old Lebanon Middle School (LMS) site for an aquatic center to include an indoor and outdoor pool. Ms. Phillips stated that she has received a lot of positive feedback about their proposal.

Council President Toombs stated that the City currently has a master plan for the LMS site.

City Administrator Hitt explained that in order for Council to consider the Aquatic District's proposal, a motion to direct staff to coordinate the proposal with the consultant was needed. The proposal would include the approximate specifications outlined in the letter from the Aquatic District dated August 6, 2002 (part of the 8/14/02 Council Agenda). The master plan would then be brought to Council for approval.

Councilor Munk asked Ms. Phillips what she envisioned the relationship between the District and the City to be. Ms. Phillips stated she felt that the proposal would be wonderful for the whole community, since the proposed new City facility would have major City services including the Library and Sr. Center at one location.

Ms. Phillips stated the District was not in a hurry for the project, due to financial constraints. The money would come from various sources, money saved from the current bond measure, fund-raising and grants. Ms. Phillips had spoken with someone willing to help write the grants. If Council decides to deed the property to the District, a value on the deeded property needs to be declared in order to apply for a grant matching the deeded property value. The District set a goal to do the project within five years. In the meantime, the Aquatic District will continue to maintain the current pool while saving for the proposed new facility.

Councilor Munk stated he would like to see a relationship between the City and Aquatic District and asked if the district had a minimum and optimal acreage needed for the proposed facility.

Ms. Phillips was unclear until they were sure of the placement of the facility on the school site. The current pool building is at 29,000 sq. feet, but does not include the space for an outside pool as well as parking. Parking is extremely important during swim meets and classes.

Hitt stated that the proposed site plan has established parking for each proposed building.

A motion was made by Councilor Thackaberry, seconded by Council Munk and passed unanimously that City Staff coordinate with Mark Seder & Associates on the feasibility of locating the proposed aquatic center at the LMS site.

PUBLIC HEARING(S)

2) ANNEXATION AND ZONING OF PROPERTY

Council President Opened the Public Hearing @ 7:42 p.m.

City Attorney McHill explained land use public hearing procedures to the audience and the City Council. The recommendation from Planning Commission would need to be a legislative action resulting in the approval, denial or amendment of the proposed Ordinance by Council. Staff has identified, on Page 7 of the staff report, relevant criteria pertaining to the Herb-Cook Annexation pursuant to ORS 197.763 requirements. Mr. McHill read the relevant criteria:

1. City Annexation Policy, Section 1, requires proof that urban services are available or can be made available to serve the property considered for annexation and that the additional demands that would be placed on those services will not overburden their present capacities.
2. City Annexation Policy, Section 2, states that public rights-of-way necessary for the safe and efficient movement of traffic, bicycles and pedestrians shall be provided with the annexation and without obligation to the City of Lebanon.
3. City Annexation Policy, Section 3, specifies that parties involved in seeking the annexation or who may be included in the annexation shall initiate a program to upgrade any urban services and/or public facilities within the area considered for annexation that do not meet standards as may be established by the City of Lebanon.
4. City Annexation Policy, Section 4, states that no annexation shall be considered that does not conform with the Lebanon Comprehensive Plan and its goals and policies.
5. City Annexation Policy, Section 5, states that it shall be the burden of proof of the applicant that a public need exist for the proposed annexation and that the annexation is in the public's interest.
6. Urbanization Element of the Comprehensive Plan, Phased Growth Program, Policy #1 (page 4-P-1) states that . . . the City shall maintain a compact growth pattern that expands the city limits incrementally in an orderly and efficient manner within the service capability of the City.
7. Public Facilities and Services elements of the Comprehensive Plan, General Policy #2 (Page 8-P-1) states that the City shall consider impacts on community facilities before . . . annexation requests are approved.

City Attorney McHill explained that any testimony, arguments or evidence presented must be directed toward the relevant criteria read or some clear criteria in the comprehensive plan or land use regulation in which the witness believes will apply to Council's decision.

Council President Toombs asked the Council to disclose any ex parte contact or conflicts of interest with the proposed annexation. There being none, City Planner Parker briefed the Council on the proposed annexation File A-02-03.

Applicants Thomas Herb and Norm and Nancy Cook requested an approximate 2.61 acre annexation territory containing two tax lots, 1400 and 2000 of Assessor's Map 12-2W-23A, as well as the adjacent Cascade Drive right-of-way. Tax Lot 1400 (265 Cascade Drive) is developed with a single family dwelling. Tax Lot 2000 is a double lot that is currently vacant.

The Planning Commission conducted a public hearing on May 15, 2002. Upon the conclusion of the public hearing, recommendation to the City Council was for the properties to be annexed and receive the requested zoning of residential mixed density, which is what the comprehensive plan map designation would assign upon annexation.

Councilor Thackaberry asked for an "overhead" of the proposed property annexation and for the existing city limits to be shown. After viewing the overhead, Councilor Thackaberry noted that the city limits surrounded the property in question.

Councilor Usinger asked for clarification on the proposed use of the property. Mr. Parker reiterated that Lot 1400 is already developed with a single family dwelling while Lot 2000 was originally platted as two lots and is designated as residential. It is a corner lot with Cascade Drive as an arterial street that allows for more opportunity for development. Sewer service is available to serve the properties with the sewer line extending down to Seven Oaks School. There is currently no water at the site. Mr. Parker noted that the City has not received any specific development proposal for the vacant property.

Council President Toombs asked if the applicant wished to speak.

Applicant Norm Cook expressed his desire for Council to approve his annexation request so he could move into his new home.

With no one else speaking in favor of the annexation, Council President Toombs asked the audience if there was any opposition to the proposed annexation.

Mr. Jim Just, speaking on behalf of himself and the Friends of Linn County, P O Box 113, Lebanon, addressed staff's decision criteria citing the policies below and refuting each:

- ▶ City Annexation Policy, Section 1. There was no evidence that water or storm drainage services are available to the property. Nor is there evidence that the existing storm drainage system is adequate to serve the proposed development. There is some evidence that the storm drainage system is already at capacity.
- ▶ City Annexation Policy, Section 2. The records were not clear on whether there are sidewalks or bicycle lanes adequate to serve the proposed annexation.
- ▶ City Annexation Policy, Section 3. There is no evidence that there is any program to upgrade the water or storm drainage systems.
- ▶ City Annexation Policy, Section 5. "The demonstration of a public need must be based upon population projections in the plan and on the residential land inventory of the plan." There is no such evidence in the record that establishes a public need for additional residential land within the city limits, nor is there any evidence that establishes that the annexation is in the public's interest.
"The only justification for the annexation is that it would serve the private interest of the applicant in providing access to the City's sewage disposal system."
- ▶ City Annexation Policy, Section 6. "There is no proposal in the plan to extend city services to the area, except for the provision of waste disposal." In reference to Urbanization Element Annexation Policy #1 . . . The City shall annex land only within

the urban growth boundary on the basis of findings that support the need for additional developable land. Mr. Just stated, "Again, there has been no demonstration of need based upon population projections and inventory."

Urbanization Element Annexation Policy #3 . . . Unless otherwise approved by the City, specific development proposals shall be required for annexation requests on vacant land to assure completion within a reasonable time limit in conformance with the plan approved by the City. Mr. Just explained that no development proposal accompanies the annexation request on Tax Lot 2000.

- ▶ City Annexation Policy, Section 7. "There has been no consideration of impacts on the storm water drainage in the area."

Mr. Just handed Council information for the record. (See attachment "1")

Council President Toombs asked if the applicant would like to rebut the opposition's claims since there were no others to speak in opposition.

Mr. Brian Vandetta of Udell Engineering – prepared the application proposal for the applicant – addressed a few issues brought up by the opposition.

- ▶ Annexation for the best interest of the public, Mr. Cook's current septic facility has failed. The reason for annexation is to hook up to City sewer which would be in the best interest of the public by protecting the health and well being of everyone in the neighborhood.
- ▶ In regard to public infrastructure, and the adequacy of such, the sewer is obviously there as well as the storm drainage (open ditch). There is no history during normal flood period of any flooding. The property drains northeasterly to an inlet through the highway drainage system across the highway into Cheadle Lake. It was Mr. Vandetta's opinion that there is adequate drainage to the roadside ditch. City water is available, but it is a cost issue of getting it out to the property.

Councilor Thackaberry asked if any sidewalks would be put in. Mr. Vandetta stated that currently they are county-standard paved shoulders on the westside of the road, which provide for pedestrian and bicycle traffic.

Mr. Just readdressed the Council on a new issue raised regarding the septic system. "There is provision in state law that when a septic system has failed and cannot be adequately replaced onsite that connection to the City system can be made, but does not necessitate annexation."

Councilor Thackaberry indicated that it is City policy that the applicant would need to annex in order to be hooked up to City water or sewer services.

Mr. Vandetta believed that the state policy has been in effect for those properties that are not contiguous or available for annexation.

There being no one else who wished to speak, Council President Toombs closed the Public Hearing at 8:02 p.m.

City Attorney McHill read the following Ordinance by title:

A BILL FOR AN ORDINANCE ANNEXING AND ZONING PROPERTY FOLLOWING HEARING AND UPON THE WRITTEN CONSENT FILED WITH THE CITY COUNCIL BY LANDOWNERS IN SAID AREA PURSUANT TO ORS 222.120 and ORS 222.170.

*A motion was made by Councilor Thackaberry, seconded by Councilor Usinger and passed unanimously by roll call that **AN ORDINANCE ANNEXING AND ZONING PROPERTY FOLLOWING HEARING AND UPON THE WRITTEN CONSENT FILED WITH THE CITY COUNCIL BY LANDOWNERS IN SAID AREA PURSUANT TO ORS 222.120 and ORS 222.170** be adopted.*

3) LIQUOR LICENSE RECONSIDERATION - Redbeards

Council President Opened the Public Hearing @ 8:03 p.m.

Police Chief Healy reminded Council that they had previously given an unfavorable recommendation to the O.L.C.C. for a change of ownership application for Redbeards Restaurant. The recommendation was due to two main issues, the first being that at the time, Mr. Meeker was wanted on a misdemeanor warrant for "Failure to appear at a show cause hearing." Secondly, that his criminal history was a concern.

Since that time, Chief Healy met with Mr. Meeker and discussed both issues involved. Chief Healy asked Council for reconsideration of this request and added that once Mr. Meeker was notified of the warrant it was cleared very quickly and is no longer in the computer. Chief Healy added that generally they look at a ten-year time span when gathering applicant information and the incident in question is close to 10 years ago.

There being no one who wished to speak, Council President closed the Public Hearing at 8:10 p.m.

*A motion was made by Councilor Thackaberry, seconded by Councilor Harrington and passed unanimously to **approve the application for a change of ownership for Redbeards Restaurant.***

4) LIQUOR LICENSE NEW OUTLET OFF PREMISES SALES - Texaco

Council President opened the Public Hearing at 8:12 p.m.

Police Chief Healy stated that the Police Department does not possess any documented evidence to support a denial of Texaco's "New Outlet" Application. The owner is Kruparao Kancharla. The classification is "Off-Premises" Sales at the location of 300 Santiam Highway.

There being no one who wished to speak, Council President closed the Public Hearing at 8:12 p.m.

A motion was made by Councilor Harrington, seconded by Councilor Usinger and passed unanimously to approve the "New Outlet" application for Texaco.

5) LIQUOR LICENSE CHANGE OF OWNERSHIP - M & M Mini Mart

Council President opened the Public Hearing at 8:12 p.m.

Police Chief Healy stated that the Police Department does not possess any documented evidence to support a denial of M & M Mini Marts "Change of Ownership" Application. The change of ownership would be from M & M Rentals Company to M & M Mini Marts, LLC. The classification is "Off-Premises" Sales at the location of 805 Park Street.

There being no one who wished to speak, Council President closed the Public Hearing at 8:13 p.m.

A motion was made by Councilor Harrington, seconded by Councilor Usinger and passed unanimously to approve the application for a change of ownership from M & M Rentals Co. to M & M Marts, LLC.

LEGISLATIVE SESSION

6) SUPPORT OF AFFORDABLE HOUSING PURCHASE EFFORTS

Diana Cvitanovich, Executive Director for Linn County Affordable Housing (LCAH), addressed the City Council to request the City's support to a resolution expressing support for the purchase of Carolina 100 Apartments. These apartments are located at the corner of Park and Carolina Streets. LCAH proposes to acquire and rehabilitate the property to serve the needs of a mixed-income population including low and moderate income households.

Councilor Harrington asked what they would charge for rent. Ms. Cvitanovich stated that it would be for people from 40 - 60% of area medium income. Typically a person at the 40% area medium income is someone on a fixed income, i.e., social security, disability or a senior. Someone at 60% is typically someone working making around \$9 - 10/hr. with a child. One unit is at \$289 and the highest rent would be \$400, but most would be in the middle of the two figures.

City Attorney McHill read the following Resolution by title:

A RESOLUTION EXPRESSING SUPPORT FOR THE PURCHASE OF CAROLINA 100 AFFORDABLE HOUSING PROJECT.

*A motion was made by Councilor Thackaberry, seconded by Councilor Usinger and passed unanimously that **A RESOLUTION EXPRESSING SUPPORT FOR THE PURCHASE OF CAROLINA 100 AFFORDABLE HOUSING PROJECT** be adopted.*

7) MAIN STREET IMPROVEMENTS - CIF Grant Requirements

City Engineer Dannen addressed Council for direction regarding the denial of reimbursement for a portion of the engineering charges from the granting agency for the Community Incentive Fund Project. Mr. Dannen briefed the Council on the program which is sponsored by the Oregon Housing and Community Services (OHCS) Department. The reimbursing type grant works as such, the city incurs the expenses and then the granting agency pays the city back. CIP Engineering staff began working on the grant in November 2001 and submitted the first invoice to OHCS in April for engineering charges to date, that invoice was paid in full. When the second invoice was submitted for the next month [May] they received several questions from the granting agency coordinator regarding the administrative charges submitted for engineering. Staff provided the coordinator with specific details on how those charges were established and they had not heard from her until the end of July stating that they could not pay for those charges. They cited Oregon Administrative Rule that established the grant fund (see agenda packet for complete rule).

To this date there has been almost \$30,000 compiled of engineering and administrative charges that staff expected to be reimbursed for as well as any future charges for construction engineering to get the project done. These expenses were well within the budget target anticipated in the original grant. Moreover, the City had already executed contracts with the contractors so we have had to delay the contractor resulting in a delay claim and an additional expense.

In light of the state now denying reimbursement for all "in-house" engineering expenses, City Engineer Dannen proposed two options to complete the project. Both options are conservative and staff is hopeful that the total cost of the project will come in less than the original figure. *Both options contain \$15,000 in contingencies for unknown costs.*

Option (1) City staff continues the construction engineering as before. The non reimbursable costs to the City would be \$48,000. Option (2) Hire a consultant because funds spent on them are reimbursable since do not use as stringent method of an accounting, for every person's time, as the City does. However, since the project has already started, it would take a lot of time and effort by staff to get the consultant on board and up to speed. Total out of pocket expense to the City would be about \$64,000 to finish the project using a consultant, thereby using up all the grant funds plus the \$64,000.

Mr. Dannen identified three potential revenue sources: (1) Money available in the STP Fund Exchange Program that has historically been tagged for the overlay program available in this year's budget to help divert the shortfall; (2) State Foot and Bike Path Fund, roughly \$30,000 for pedestrian improvements in the fund, and (3) General Fund, we are about \$100,000 ahead of what was projected on revenue and roughly \$40,000 less than projected on expenditures leaving an unallocated surplus of approximately \$140,000 from the *past* fiscal year. The number is likely to decrease due to pending invoices.

Councilor Harrington asked what we have spent thus far in engineering costs for the project. Mr. Dannen stated roughly \$96,000 and approx. \$30,000 will not be reimbursed.

Councilor Munk asked if the \$30,000 in the State Foot and Bike Path Fund was earmarked for a particular project. Mr. Dannen stated that there was not one specific project. They earmark funds for pedestrian improvement projects in case a sidewalk incentive project becomes available.

Councilor Harrington expressed concern about spending another \$40,000. Councilor Thackaberry asked if staff could downsize to keep within the budget. Mr. Dannen stated that it would be difficult because of the non reimbursable charges that have already been filed. Thackaberry asked if they could resubmit the invoices. Mr. Dannen stated that OHCS is taking a strong position on it, and staff has tried many angles but will continue to work with the state to try and get reimbursed for these expenses.

Councilor Harrington asked what would happen if Council did not choose either option. Mr. Dannen stated that they would need to halt the project. However, the granting agency would probably request the funds already expended at least on the trees and lights, since we would not be completing the originally identified scope of work. This proposal would cost more than either of the options presented.

A motion was made by Councilor Munk, seconded by Councilor Usinger and passed unanimously to direct staff to proceed with Option 1 and to fund the \$48,000 needed by splitting the funds equally between the General Fund, Federal STP Fund Exchange Program and the State Foot and Bike Path Fund.

8) CHAMBER OF COMMERCE TOURISM AGREEMENT (New Agenda Item)

Councilor Munk stated that after reading an article in the paper regarding the Chamber no longer being involved with promoting tourism, he called the Chamber and asked them what it would take for them to be active in promoting tourism again. The Chamber Board of Directors had requested \$500 from the Lebanon Tourism Commission (LTC) because they were not being reimbursed enough to cover basic expenses. Although the \$500 still did not cover the expenses that they incur for providing tourism information it would be more acceptable than the \$300 offered. The City Council had discussed this several times before, and we had a prior meeting between Council members and members of the Chamber at which time it was decided that we would fund the Chamber for expenses incurred. In comparison to the alternative that has been discussed by the LTC (8 hours per week paid part-time position), I think that it is important to have someone at least five days a week on tourism-related issues.

Councilor Munk proposed to have a motion to fund the Chamber \$500 a month for a period of three years with the details being open for discussion.

Councilor Harrington stated that he would like to say a few things and then open it up for discussion with the audience since members of the LTC are present.

Councilor Harrington, the City Council's liaison with the LTC, stated that they have tried to work with the Chamber on monthly compensation and had offered \$300 per month covering expenses from July through December of 2002, at which time the LTC would have the Santiam Travel Station up and running with a volunteer base. Councilor Harrington felt that LTC should be making recommendations to the Council as to what they feel is fair.

Councilor Harrington asked for testimony from the Tourism Commission.

Mr. Ray Watts, Chair LTC, stated that it was his understanding that the reason the Commission was formed was to advise the City Council on how the motel tax (Transient

Room Tax) should be spent, to develop tourism in Lebanon and to open the Santiam Travel Station. One of the big issues was the prior bill from the Chamber of Commerce. In April of 2001, they told the Chamber that the \$300/month they had been receiving would stop. A review of the Chambers expenditures for tourism was done on July 8. In April 2001, the Chamber had roughly \$7,400 left in the account. LTC figured the Chambers expenses, from April 2001 to June 2002, would run approximately \$8,100. The Chambers expenses for the Santiam Slow Spokes, Strawberry Festival, Hotel Brochures, Rollin' Oldies, Boys & Girls Club, Tree Lighting and other specific activities were another \$3,227.76. There were a lot of expenses for postage, utilities and staff time that appear to be double-billed and not related to specific tourism activities. Therefore, LTC perceived that the Chamber had been accurately reimbursed for their tourism expenses until the end of July 2002. The LTC reviewed how much should be given to the Chamber while they move through the transition period and felt that \$300/month was reasonable, until the end of December when TLC takes over the majority of activities.

Councilor Munk questioned why the following motion, contained in the July 8 LTC Minutes, failed: "To encourage cooperative working relationship between the Chamber and LTC, Gloria made a motion that a representative from each group be selected and to meet to bring about positive relations. The measure was not seconded; therefore, it died."

Chair Watts, stated "Probably because we just voted not to pay the previous bill from the Chamber of Commerce."

Gloria Olsen addressed the question, "The reason the motion died was because we were at the end of a very long session and it would have required another set of energy and time." Ms. Olsen added that she felt it was important to follow the course that was set to develop a plan for tourism. The LTC has made it a priority to work on a plan for marketing and developing the tourism industry. Ms. Olson stated, "I believe the motion to award \$500 to the Chamber is premature. There needs to be a working relationship, but the working relationship needs to start with a plan for spending the money, rather than saying here's the money, spend it!"

Councilor Munk stated that one of the prior areas of dissent from the motel owners was that there wasn't enough weekday tourism promotion going on and asked why the decision was made to have the Santiam Travel Station open on Friday, Saturday and Sunday instead of during the week. Ms. Olson believed it was a matter of time, logistics and people.

Linda Bahrke, LTC member, stated that Council asked the Commission to do a job – to look at the money and how it was being spent at the Chamber. "We took the time to figure out whether the Chamber was deserving of more money, we as a commission said no, we don't think that we owe you more money and the City has given you enough money for what has gone on." The LTC felt that the Chamber charging the City \$700 to maintain a parking lot was above and beyond the \$300 they received. Charging \$30/ hr. for the Chamber staff was excessive and felt that volunteers could do it. Ms. Bahrke stated that the Chamber asked in 1993 for money to promote tourism and has been receiving money since 1994. The Chamber has not given us an inventory of tourism activity, marketing or strategic plans. Ms. Bahrke stated, after investigating other towns they found you don't have to be open to supply the needs of tourists, if you supply articles and pamphlets at motels, restaurants and outside the Chamber – this is not being done in Lebanon. Ms. Bahrke stated, "I found it extremely irritating that the Council has gone behind the

Commission's back to meet with the Chamber when the LTC had been meeting with their representative, we should have been included in this process. If that is how you're going to run the LTC, then I think I need to resign."

Councilor Munk stated for the record that he was the one who contacted the Chamber, as stated previously, after reading the article in the paper.

Douglas Christopherson, LTC member, stated he and his wife are newcomers to Lebanon, and have been involved with tourism for 13 years in a previous location. We are the only county that does not have a countywide tourism for marketing. Marion, Polk, Benton and Lane County does. The Transient Room Tax now provides the money to continue the process of developing a strategic plan, marketing, and the operation of the Santiam Travel Station. That is what LTC has been doing. Greg Nirvino, President of The Chamber Board, has been involved with the LTC meetings since its conception, when the TLC made the motion to deny the \$500 request and the letter was sent to the City, Mr. Nirvino resigned.

Mr. Christopherson stated that the Chamber states that they spend approximately \$959/month for tourism. Of that, \$454 is spent on staff time (\$34 for the Executive Director and \$21 for the assistant). LTC figured that they are only spending 13.35 hours/month out of 436 hours on tourism. The Chamber's accounting also takes into consideration the physical space which is figured at 25% of the cost.

Mr. Christopherson stated that most area Chambers are not participating in tourism, but that tourism promotion is usually done by an independent Visitors Association. Mr. Christopherson believes that it can be done with volunteers open only on the weekends because that is when most of the tourists come to Lebanon. He is currently working on a budget for \$1,000 to operate the Santiam Travel Station with no paid staff time. About \$500 would be spent on tourism marketing. He felt that the Council should defeat the motion made earlier and go with the statement previously set up. He encouraged the Chamber to work with the LTC by supporting the LTC's tourism promotion efforts.

Councilor Munk verified for the record that his direction to Council was for the LTC to work together with the Chamber as oppose to taking away the Chambers funds. Mr. Christopherson quoted the LTC ordinance . . . "to promote the experience for tourism". . . and stated that is what they are doing. It does not say anywhere to work with the Chamber, but he (Christopherson) certainly supports LTC working with the Chamber.

Councilor Munk asked if he remembered correctly that at a previous meeting the City Council asked the LTC to work out with the Chamber a joint proposal to share Transient Room Tax funds. Councilor Thackaberry confirmed that he had the same recollection. Mr. Christopherson replied that efforts to develop a mutual proposal failed and the LTC Ordinance did not mandate sharing Transient Room Tax funds with the Chamber.

Councilor Munk asked about the proposal to hire someone for \$8.00/hr. (equating to \$361.20/mth. w/taxes) that would only be for one day per week. On the other hand there is someone to answer tourism questions all week long for \$500 at the Chamber.

Committee Member Bahrke stated that the proposed hiring of an \$8/hr. per week person was to be a temporary position to help out for the next month or two to get the inventory and the volunteers together and to get us going quickly.

Chair Watts stated that the LTC's main focus for them is tourism, not a side activity as for the Chamber. \$500/month going to the Chamber would leave the LTC between \$200 and \$300 a month to operate for tourism.

Councilor Harrington addressed the proposed part-time position stating that it was taken off of this Agenda because the person offered the job did not want to accept money for it, but would rather volunteer.

Councilor Toombs pointed out that even though the LTC is running the tourism center with volunteers it still costs money to operate the Santiam Travel Station.

City Administrator Hitt stated the expenses thus far are for: Computer hookup, two telephone lines, electricity and uncertain what the heating costs for the building will be.

Councilor Harrington said that he would like to reiterate a statement that he made before when they started the LTC. If we can't get it up and running the way it should be in two years, he will be the first one to admit it is not working and we'll have to move in another direction. However, he feels that they should have the benefit of the doubt and the City should give the LTC the time and funding necessary to make a good effort.

Peggy Christopherson, LTC member, addressed the money issue. They were told that they would not have any heating or electrical expenses for the first year. Expenses would be for software, a telephone and computer line. The TLC is working to come up with ways of being self-supporting to get more money than the TOT money through souvenirs, books, and other merchandise.

Ms. Cvitanovich addressed the issue, putting the money aside, what she hears Council saying is to have both the LTC and the Chamber to simply collaborate. Ms. Cvitanovich stated that a strategic plan was needed as well as legitimate funding. Ms. Cvitanovich suggested hiring a facilitator to work with both organizations to benefit the community.

Councilor Usinger suggested that the City come up with another \$200 to be matched by the LTC's offer of \$300 to continue the job, at least until the LTC gets on their feet.

*Councilor Thackaberry made a motion, Councilor Harrington seconded, to **table Councilor Munk's proposal until the October City Council meeting at which time the issue can be discussed. In the meantime, both parties need to try to work it out between themselves. If not, Council will have to make a decision at the October meeting. The motion passed with four voting yea, and Councilor Munk voting nay stating that the organizations have already had negotiations and are at an impasse.***

PROPOSED CITY ORDINANCE AMENDMENTS

City Administrator Hitt briefed Council on the proposed amendments to the ordinances described below:

Transient Room Tax

- ▶ The rate is changed from \$2.00 per night per occupied room to 6% per occupied room.

- ▶ The tax is now imposed on all stays less than 30 days in comparison to all stays less than seven days as per the current ordinance.
- ▶ The exemption for city-owned property is eliminated.
- ▶ There are increased enforcement tools including a requirement to make the books available for inspection and a daily penalty, enforceable by lien, if the owner refuses to make records available for inspection.

City Attorney McHill read the following Ordinance by title:

A BILL FOR AN ORDINANCE AMENDING SECTIONS OF CHAPTER 3.12, TRANSIENT ROOM TAX, OF THE LEBANON MUNICIPAL CODE.

*A motion was made by Councilor Munk, seconded by Councilor Thackaberry and passed unanimously by roll call that **A BILL FOR AN ORDINANCE AMENDING SECTIONS OF CHAPTER 3.12, TRANSIENT ROOM TAX, OF THE LEBANON MUNICIPAL CODE** be adopted.*

Peddlers, Street Vendors & Itinerant Merchants

- ▶ Provides for two new categories, “street vendors” – those with a vehicle traveling to different places of business, and “itinerant merchants” – those operating at a fixed site but not in a building or other permanent structure for a limited period of time.
- ▶ Clarifies the basis for license denial or revocation.
- ▶ Provides for a license term of 30 days to one year (applicant’s choice) rather than the current one year.
- ▶ Prohibits certain solicitation activities such as going door to door before 10:00 a.m. or after 7:00 p.m. nor offering food products for sale without meeting health department requirements.

The overall purpose of the ordinance amendments is for public safety in regard to people going door to door or traveling the neighborhood (e.g., an ice cream vendor) with contact of exposed vulnerable children. The Supreme court made a recent decision that the cities have a vested interest in ensuring the safety of the citizens with these types of businesses. A license requirement will provide police some background information.

City Attorney McHill stated, for the point of clarification, that a license would not be required for religious, political campaigning or people working to support a cause or an organization.

City Attorney McHill read the following Ordinance by title:

A BILL FOR AN ORDINANCE AMENDING LEBANON MUNICIPAL CODE CHAPTER 5.32, PEDDLERS, STREET VENDORS AND ITINERANT MERCHANTS.

*A motion was made by Councilor Thackaberry, seconded by Councilor Usinger and passed unanimously by roll call that **A BILL FOR AN ORDINANCE AMENDING LEBANON MUNICIPAL CODE CHAPTER 5.32, PEDDLERS, STREET VENDORS AND ITINERANT MERCHANTS** be adopted.*

Parades, Processions and Public Gatherings

City Administrator Hitt briefed Council that a proposed amendment was previously submitted with some Councilors expressing reservations about the provisions governing parades and under what conditions a permit would be required. The current provisions provide the following:

- ▶ Expands the definition of a "parade" from 10 or more to 50 or more persons.
- ▶ Clarifies that a permit is required only when a parade or public gathering is likely to "interfere with traffic or the use or access to public property."
- ▶ A permit for a Public Gathering is required only when it includes at least 75 persons, *and* is on public property, *and* includes the offering of "good or services . . . To the general public." All three requirements would have to be met in order to trigger a permit requirement for a Public Gathering.

Councilor Munk asked if Councilor Miller had any comments on the proposal since he was one of the Councilors with reservation to the amendments. Mr. Hitt stated that he did not receive any comments from him.

City Attorney McHill read the following Ordinance by title:

A BILL FOR AN ORDINANCE AMENDING LEBANON MUNICIPAL CODE CHAPTER 10.48, PARADES, PROCESSIONS AND PUBLIC GATHERINGS.

*A motion was made by Councilor Thackaberry, seconded by Councilor Munk and passed unanimously by roll call that **A BILL FOR AN ORDINANCE AMENDING LEBANON MUNICIPAL CODE CHAPTER 10.48, PARADES, PROCESSIONS AND PUBLIC GATHERINGS** be adopted.*

10) AMENDING SCHEDULE OF CITY FEES

City Administrator Hitt proposed a few minor amendments to the Fee Schedule adopted last April:

- ▶ Mobile Home/ Trailer Court Park annual fee @ \$50 + \$7.50 per space
- ▶ Peddlers, Street Vendors & Itinerant Merchants @ \$15 (30 days), \$25 (60 days), \$30 (six months), \$40 (one year)
- ▶ Parade, Procession or Public Gathering @ \$20
- ▶ Failure to Comply with LMC 3.12.190 of the Transient Room Tax @ \$20/per day

Councilor Harrington stated that he has ten spaces in his trailer park. All of the residents are single, retired seniors on a fixed income. Councilor Harrington stated that he would like to see the \$7.50/space reduced to \$5.00/space. City Attorney McHill explained that this subject is a conflict of interest for Councilor Harrington and recommended that he not participate in the vote of the resolution.

City Attorney McHill read the following Resolution by title:

A RESOLUTION ESTABLISHING FEES AND CHARGES FOR CITY SERVICES

*A motion was made by Councilor Thackaberry, seconded by Councilor Munk and passed unanimously, with Councilor Harrington abstaining, that **A RESOLUTION ESTABLISHING FEES AND CHARGES FOR CITY SERVICES** be adopted.*

11) RFP FOR GRANT ADMINISTRATION FOR 2001 REHAB LOANS

City Administrator Hitt stated that the City of Lebanon was awarded a \$390,000 CDBG-funded grant to provide loans to low and moderate income homeowners in order to improve or rehabilitate their property. It was originally thought that Linn County Affordable Housing would administer this grant for all the agencies involved in the grant. However, subsequent ruling front the state indicated that we would have to prepare a public RFP. The proposed RFP meets those requirements and allows funding to become available to the Lebanon residents.

*A motion was made by Councilor Thackaberry, seconded by Councilor Munk and passed unanimously to **direct staff to proceed with the proposed RFP.***

12) CITY ADMINISTRATOR'S REPORT

City Administrator Hitt gave an update on the following matters:

Wal-Mart Application: The Planning Department gave an informational meeting on August 12 regarding the application process, with approximately 70 people in attendance. Mr. Hitt received positive feedback on the meeting and announced the Public Hearings scheduled for August 21 and 22. Mr. McHill addressed the issue of disclosing the many forms of ex parte contact.

Economic Development Planning: Met last week with property owners, state, local and county officials about how to remove roadblocks for developing industrial sites.

Linn County Library District: The Scio Library is sponsoring a program for additional grant funding from the State Library. Letters of support are due to Program Director Denice Lee by tomorrow for the August 16 meeting.

Council Meeting Schedule: There will not be a meeting on September 11. The next meeting will be held September 25, 2002.

September 11 Commemoration: Mayor Simpson has been working on ceremonies for the one year anniversary of the September 11 tragedies.

City Administrator Vacation: Mr. Hitt will be gone from September 12 through the 17th.

City Council Elections: A reminder that election packets are due by August 27.

Miscellaneous Matters: Meeting at Bing's. The Fire Department is holding their annual BBQ at noon this Saturday at River Park. Councilor Harrington stated that the annual "Tree Day" is this weekend at Udell's Tree Farm.

CITIZEN COMMENTS - *Those citizens with comments concerning public matters may do so at this time.*

Mr. Jim Rieke, a business owner of 580 Main Street, stated that he came up with a way to automatically water the hanging pots. Mr. Rieke would like to incorporate the watering system into the downtown project while the reconstruction is going on. President Toombs stated that someone from staff (Jim Ruef and John Hitt) will come over to talk to him.

Mr. Abe Abraham addressed the Council with concerns about the legality of an electrical sign at Isabella and Main Streets. Mr. Abraham also felt the City should not go back to diagonal parking downtown.

Mr. David Bertucci, of Lebanon Real Estate, addressed the Council regarding 14,000 square foot parcel on Stohlz Hill and 12th Street. The owners cannot get a final occupancy approval because of a previously approved driveway the City wants the owners to move further from the intersection. The property owner's expense would be approximately \$1,000.

Council President Toombs stated that staff would address the issue and contact him.

ITEMS FROM COUNCIL MEMBERS

There were none.

ADJOURNMENT

There being no further business or discussion, Council President Toombs adjourned the meeting of the Lebanon City Council at 9:45 p.m.

Recorded and transcribed by: Linda Kaser, Administrative Assistant

J. Scott Simpson, Mayor []
Ken Toombs, Council President []

Attested by:

John E. Hitt, City Administrator



LEBANON PUBLIC LIBRARY
626 SECOND ST.
LEBANON, OREGON 97355
(541) 451-7461

LIBRARY ADVISORY BOARD Meeting Minutes August 14, 2002

The Library Advisory Board meeting was called to order at 5:35 p.m. Attending: Shirley Foulds, Carol Hiebert, Jane Hutchings, Carolyn Misa, Councilman Roger Munk, and Library Director Denice Lee.

Minutes of the July 3, 2002 meeting were approved as written.

DIRECTOR'S REPORT:

CIRCULATION: July 2002: 8,046 July 2001 7982

SUMMER READING PROGRAM was well attended with 332 preschoolers and 476 K-4th graders attending. The theme of "Don't Bug Me, I'm Reading" was very popular, as was the professional programming by "Mad Science of Portland", and the OSU Bug Zoo.

The COMPUTERS from the Bill and Melinda Gates Foundation will be arriving September 26, with training on September 26, and 27. The library will be closed for the installation and training.

LSTA meeting was held in Albany, July 30. This was led by the Scio group trying to get grant funding for studying the possibilities of some sort of library district in Linn County. Letters of support and the application are due August 16 at the Oregon State Library. John Hitt, Denice Lee, Martha Stiffler, and Nancy Eaton were there from Lebanon.

The HIRING PROCESS is proceeding to fill the part time vacancy left when Denice Lee was hired as Library Services Director.

Albany's AUTOMATED SYSTEM MIGRATION is progressing. They will meet with the trainer the week of 9/9, set up work stations the week of 9/23, move to the stand alone system the week of 11/18 and go live 11/21.

FALL STORYTIME starts September 12. Our new hire, Kendra Antila, and Sheri Miller have been working hard to make the transition from Sheri to Kendra as smooth as possible.

A CHILDREN'S ROOM COMPUTER with filtered Internet access and word processing and games will be arriving with the Gates computers. The Staff is beginning to work on a policy.

THE FRIENDS OF THE LIBRARY have been making charitable donations to groups other than the library. This will be a matter of discussion between the City and the Friends group in the coming weeks.

FRIENDS OF THE LIBRARY REPORT

Receipts from the June book sale were \$99.00. Receipts from the July book sale were \$135.75.

ADJOURNMENT: The meeting was adjourned at 6:28 p.m.

NEXT MEETING: September 11, 2002

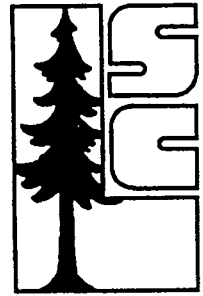
853 Main Street

5:30 p.m. – 6:30 p.m.

SENIOR AND DISABLED SERVICES

LEBANON SENIOR CENTER
585 PARK STREET
LEBANON, OREGON 97355

(541) 451-7481 Fax (541) 258-7386



ADVISORY BOARD MEETING

July 17th 2002

MINUTES

Members present: Bob Johnson, Heather Loveall, Lori McNulty, Jackie Pendleton, Bonnie Prince, Remona Simpson, Jim Toftner, Stan Usinger, Frances West, Kathy Grinnell, Susan Tipton, Cheryl Wagner

Members absent: Lyn Jones, Sandra Mallette

MINUTES:

Minutes for June's meeting were approved with correction showing that Remona Simpson was present but Bonnie Prince was absent.

CHAIRPERSON'S REPORT:

Jackie Pendleton mentioned how helpful and informative it was to have the tour of the building. Other board members echoed that sentiment.

REPORTS:

- Senior Meals Program- Cheryl mentioned that a new contract was signed with Batemans, this will be a continuation of the current contract for meal preparation. The Deli Meal option will be available 4 days a week during summer. There have been some new referrals for home delivered meals this month, continuing the overall increase in home delivered meals. The loss of Title 19 funding for the meal program may result in their being a waiting list and a more stringent eligibility criteria.
- Senior Outreach Program- Kathy reported that the deficits predict cutbacks of some type but the depth and breadth are unknown at this point. On a bright spot, she mentioned that there are two senior companions available to serve seniors in our area and they are available for referrals.
- Senior Center- Susan mentioned that the Health Check would be August 6th, this is the non-invasive screening program for several potentially life-threatening conditions. The cost will be \$45 for each screening and the Center is just acting as host for the program. The Health Check people do all registering, manning and collection of funds. The center is sponsoring a free bone scan clinic on July 30th, A Physician Assistant from Lebanon, Renee Christenson is presenting this as her final project prior to graduation. This simple test provides an early warning if there is some bone loss in the heel which may be an indicator of a more pervasive bone loss. The individual can take the results of the test to his or her physician for a more in-depth exam. Since we are no longer offering day trips we have had many people request them. The Sweet Home Senior Center has provided us with schedules of their trips which our folks can join. The Sweet Home bus will stop by the Center to pick up and drop off day trippers.

CONTINUING BUSINESS:

The work on the building is completed and we hope we don't have to spend any more money on this building. Stan Usinger presented the conceptual drawings of the new site and members got a better idea of the plan for the middle school site. All were in favor of the plans and were hopeful for a timely move. There were questions about where we were in the process of getting moved and Stan said that the drawings will need City Council approval and the council will also need to approve the actual plan for the senior center to move to the middle school site.

NEW BUSINESS:

No new business

ITEMS FROM THE FLOOR:

Cheryl said that the dishwasher position has been filled by Diana Spencer. Diana will act as dishwasher and relief manager.

Jackie reminded members that there will be no meeting in August, we will meet again in September.

ADJOURNMENT:

Remona moved that the meeting be adjourned, Bonnie seconded that motion.

Next Meeting: Wednesday, September 18th 2002

AMENDMENT TO PERSONAL SERVICES AGREEMENT

RECITALS:

1. WHEREAS, the parties to this amendment to a personal services agreement entered into an agreement on the ___ day of October, 1999 whereby Judge agreed to provide personal services to the City; and
2. WHEREAS, these parties desire to amend that personal services agreement as to the rate of compensation to be paid by City to Judge as outlined in paragraph 3 thereof.

NOW, THEREFORE, in consideration of the mutual promised contained herein, the parties agree as follows:

- A. Paragraph 3 of that personal services agreement entered into by the parties on or about the ___ day of October, 1999, is hereby amended to read as follows:

Effective November 1, 2001 until November 1, 2003, Judge shall be paid as follows for services rendered under this Personal Services Agreement for judicial services:

1. From November 1, 2001 through July 2002, the monthly sum of \$2625.00.
 2. Beginning in August 2002, the monthly compensation shall be the sum of \$2625.00 plus the greater amount of either the sum of \$2756.25, or the sum of \$2625.00 plus the average salary pay increase granted to City of Lebanon employees as of August 21, 2002, whichever amount is greater.
 3. The monthly compensation calculated under paragraph A(2) of this amendment shall continue through July 2003 at which time the parties agree to review and consider revising upon terms agreeable to the parties at that time.
- B. The parties mutually recognize that paragraph 6 of the Personal Services Contract no longer reflects the normal workload of the court, which has added hours of operation and has experienced an increase in workload. This amendment is, in part, entered into with the recognition that the workload of the court has changed since the original agreement.
- C. Unless expressly contradicted by this amendment, all other provisions of the Personal Services Agreement entered into by the parties on or about October ___, 1999 shall remain in full force and effect.

For the City:

For Judge:

City Administrator

Larry K. Houchin OSB # 63036

EASEMENT FOR PUBLIC ACCESS AND UTILITIES

THIS AGREEMENT, made and entered into this 28 day of June, 2002 by and between Chester & Lucille McMains, herein called Grantors, and the CITY OF LEBANON, a Municipal corporation, herein called "City."

WITNESSETH:

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

This agreement is subject to the following terms and conditions:

- 1. The right-of-way hereby granted is described as follows:

SEE ATTACHED "EXHIBIT A"

- 2. The permanent easement described herein grants to the City and to its successors, assigns, authorized agents or contractors, the perpetual right to enter upon said easement at any time that it may see fit for construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$ 1.00, the receipt of which is hereby acknowledged, and in further consideration of the public improvements to be placed upon said property and the benefits Grantor may obtain therefrom. Nothing herein shall reduce or limit grantor's obligation to pay any costs or assessments which may result from the improvements.
4. The Grantor does hereby covenant with the City that Grantor is lawfully seized and possessed of the real property above described, has a good and lawful right to convey it or any part thereof, and will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.
5. Upon performing any maintenance, the City will make reasonable efforts to return the site to its original condition.
6. No permanent structure shall be constructed on this easement.

IN WITNESS WHEREOF, we have set our hands hereto this 28 day of June, 2002.

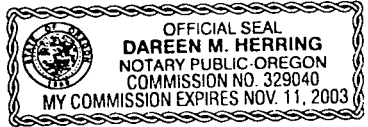
STATE OF OREGON)
County of Linn)ss.
City of Lebanon)

Chester McMains
Chester McMains

GRANTOR (S)

On the 28 day of June, 2002, personally appeared the within named Chester McMains who acknowledged the foregoing instrument to be a voluntary act and deed.

BEFORE ME: Doreen M. Herring
NOTARY PUBLIC FOR OREGON



My commission expires: 11-11-03

IN WITNESS WHEREOF, we have set our hands hereto this ___ day of ___, 2002.

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

Lucille McMains

GRANTOR (S)

On the ___ day of ___, 2002, personally appeared the within named Lucille McMains who acknowledged the foregoing instrument to be a voluntary act and deed.

BEFORE ME:
NOTARY PUBLIC FOR OREGON

My commission expires: _____

IN WITNESS WHEREOF, we have set our hands hereto this _____ day of _____, 2002.

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

J. Scott Simpson, Mayor []
Ken Toombs, Council President []

John E. Hitt, Recorder

GRANTEES

On the _____ day of _____, 2002, personally appeared _____ and JOHN E. HITT, who each being duly sworn, did say that the former is the _____ and the latter is the Recorder for the City of Lebanon, a Municipal Corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its City Council, which accepted this easement on the ____ day of _____, 2002; and each of them acknowledged said instrument to be its voluntary act and deed.

BEFORE ME: _____
NOTARY PUBLIC FOR OREGON

My commission expires: _____

EXHIBIT "A"
WATER LINE EASEMENT

An easement in a parcel of land lying in the Northwest Quarter of Section 11, Township 12 South, Range 2 West of the Willamette Meridian, City of Lebanon, County of Linn, State of Oregon, being an 18.50' wide strip of land, more particularly described as:

Commencing at a point on the Southeast corner of Lot 1, Block 6, PARK ADDITION to the City of Lebanon, in Section 11, Township 12 South, Range 2 West of the Willamette Meridian, Linn County, Oregon; thence South $0^{\circ}15.7'$ East 3.5 feet; thence North $89^{\circ}46.93'$ East 97.5 feet to the true Point of Beginning, thence North $89^{\circ}46.93'$ East 87.5 feet; thence South $0^{\circ}15.7'$ East 18.5 feet; thence South $89^{\circ}46.93'$ West 87.5 feet; thence North $0^{\circ}15.7'$ West 18.5' feet to the Point of Beginning, containing 1617.75 square feet.

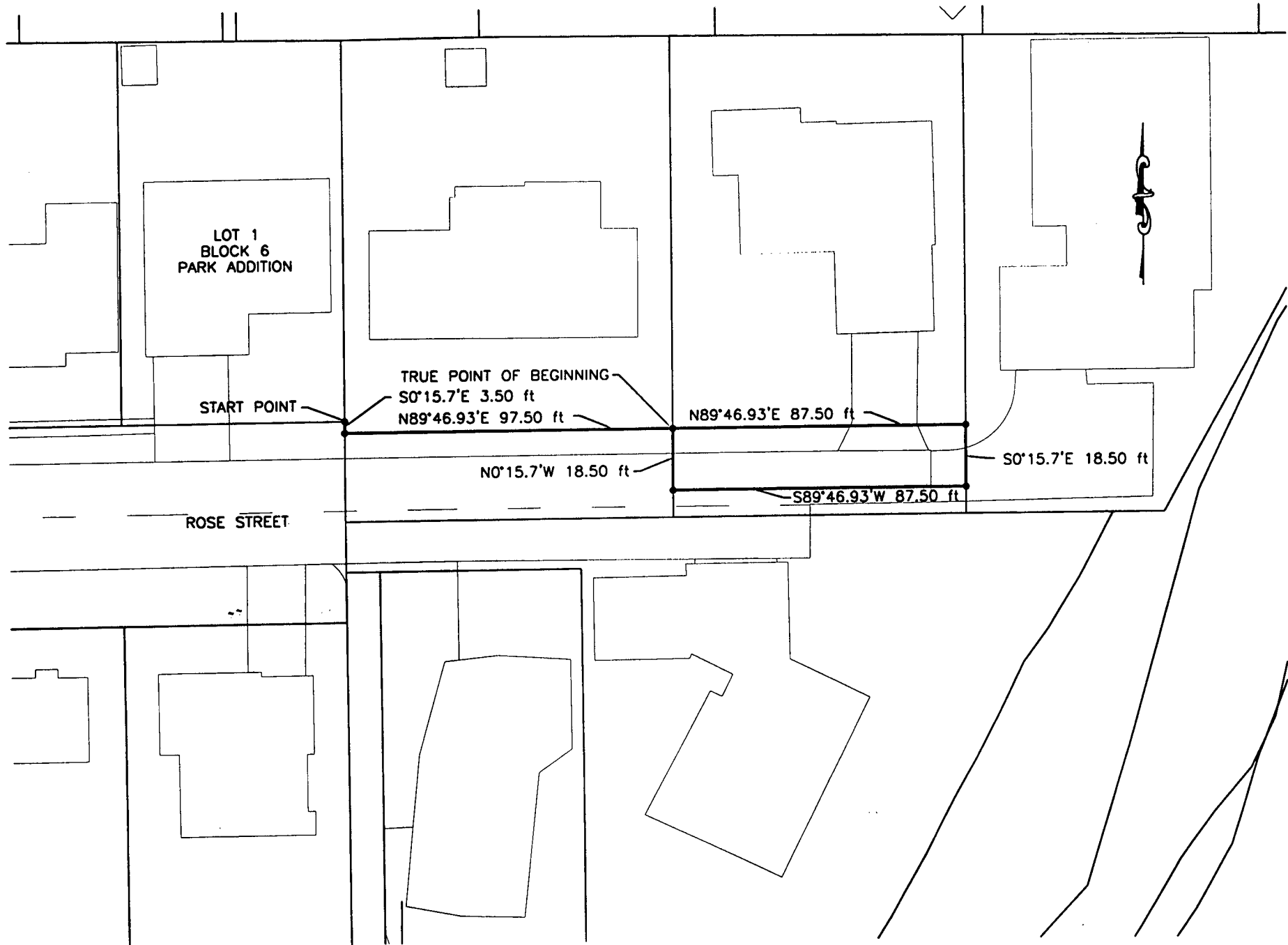


EXHIBIT "A" - HYDRANT EASEMENT

SCALE 1"=40'

EASEMENT FOR PUBLIC ACCESS AND UTILITIES

THIS AGREEMENT, made and entered into this 14 day of August, 2002 by and between Marion & Shelly Boykin, herein called **Grantors**, and the **CITY OF LEBANON**, a Municipal corporation, herein called "City."

WITNESSETH:

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

This agreement is subject to the following terms and conditions:

- 1. The right-of-way hereby granted is described as follows:

SEE ATTACHED "EXHIBIT A"

- 2. The permanent easement described herein grants to the City and to its successors, assigns, authorized agents or contractors, the perpetual right to enter upon said easement at any time that it may see fit for construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$ 1.00, the receipt of which is hereby acknowledged, and in further consideration of the public improvements to be placed upon said property and the benefits Grantor may obtain therefrom. Nothing herein shall reduce or limit grantor's obligation to pay any costs or assessments which may result from the improvements.
4. The Grantor does hereby covenant with the City that Grantor is lawfully seized and possessed of the real property above described, has a good and lawful right to convey it or any part thereof, and will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.
5. Upon performing any maintenance, the City will make reasonable efforts to return the site to its original condition.
6. No permanent structure shall be constructed on this easement.

IN WITNESS WHEREOF, we have set our hands hereto this 14 day of August, 2002.

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

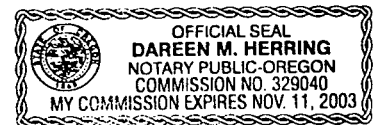
[Signature of Marion Boykin]
Marion Boykin

GRANTOR (S)

On the 14 day of August, 2002, personally appeared the within named Marion Boykin who acknowledged the foregoing instrument to be a voluntary act and deed.

BEFORE ME: [Signature of Daren M. Herring]
NOTARY PUBLIC FOR OREGON

My commission expires: 11-11-03



IN WITNESS WHEREOF, we have set our hands hereto this 14 day of August, 2002.

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

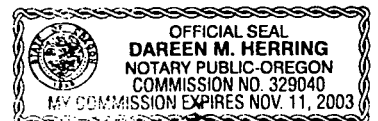
[Signature of Shelly Boykin]
Shelly Boykin

GRANTOR (S)

On the 14 day of August, 2002, personally appeared the within named Shelly Boykin who acknowledged the foregoing instrument to be a voluntary act and deed.

BEFORE ME: [Signature of Daren M. Herring]
NOTARY PUBLIC FOR OREGON

My commission expires: 11-11-03



TAXES: EXEMPT- AFTER RECORDING RETURN TO: CITY OF LEBANON-CIP, 925 MAIN STREET, LEBANON, OR 97355

IN WITNESS WHEREOF, we have set our hands hereto this _____ day of _____, 2002.

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

J. Scott Simpson, Mayor []
Ken Toombs, Council President []

John E. Hitt, Recorder

GRANTEES

On the _____ day of _____, 2002, personally appeared _____ and JOHN E. HITT, who each being duly sworn, did say that the former is the _____ and the latter is the Recorder for the City of Lebanon, a Municipal Corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its City Council, which accepted this easement on the _____ day of _____, 2002; and each of them acknowledged said instrument to be its voluntary act and deed.

BEFORE ME: _____
NOTARY PUBLIC FOR OREGON

My commission expires: _____

EXHIBIT "A"
WATER LINE EASEMENT

An easement in a parcel of land lying in the Northwest Quarter of Section 11, Township 12 South, Range 2 West of the Willamette Meridian, City of Lebanon, County of Linn, State of Oregon, being an 18.50' wide strip of land, more particularly described as:

Commencing at a point on the Southeast corner of Lot 1, Block 6, PARK ADDITION to the City of Lebanon, in Section 11, Township 12 South, Range 2 West of the Willamette Meridian, Linn County, Oregon; thence South $0^{\circ}15.7'$ East 3.5 feet; thence North $89^{\circ}46.93'$ East 185 feet to the true Point of Beginning, thence North $89^{\circ}46.93'$ East 17.0 feet; thence South $0^{\circ}15.7'$ East 18.5 feet; thence South $89^{\circ}46.93'$ West 17.0 feet; thence North $0^{\circ}15.7'$ West 18.5' feet to the Point of Beginning, containing 314.50 square feet.

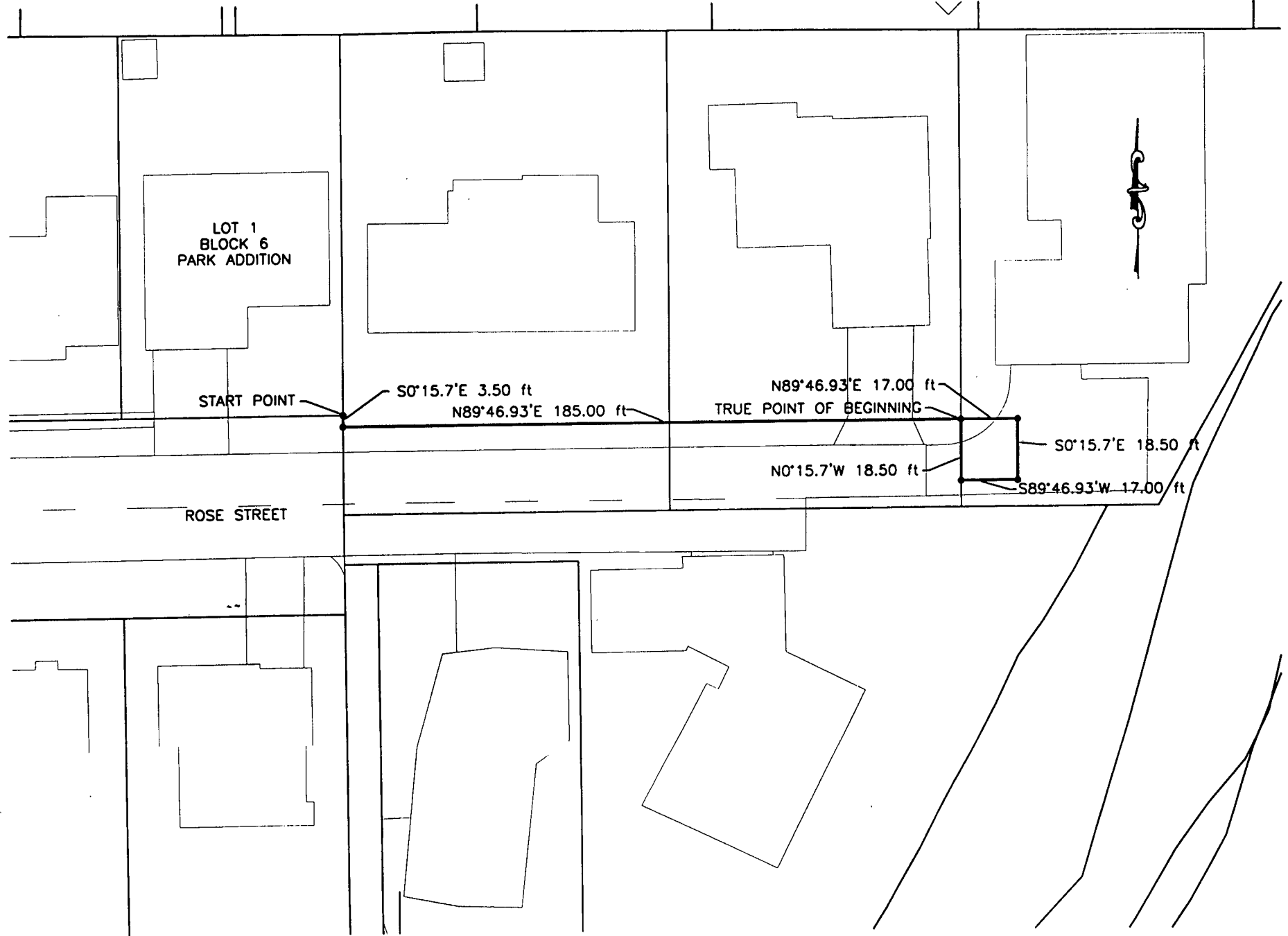


EXHIBIT "A" - HYDRANT EASEMENT

SCALE 1"=40'

Proclamation

PROCLAMATION

Whereas, hospitals and nursing homes in the State of Oregon employ hundreds of workers in their nutrition service departments who work diligently from early morning until late at night, seven days a week, to provide patients with food that is nutritious and appetizing and perhaps the brightest part of the patient's day; and

Whereas, these employees are caring and loyal people who contribute significantly to the care of hospitalized patients, rendering a vital service in the care and treatment of hospitalized patients; and

Whereas, food service workers, chefs, dietary assistants, dietitians, and food service administrators work in concert with other healthcare professionals to provide the best accountable patient care; and

Whereas, the effects of an attractively presented nutritious meal, cost effectively manufactured with an appetizing selection of flavorful foods, may help lift the spirit and speed recovery of the hospitalized patient.

Now, Therefore, I, Scott Simpson, Mayor of the City of Lebanon do hereby proclaim the week of October 6- 12, 2002 as:

"Healthcare Food Service Employee Week"

and encourage all citizens to join in this observance.



J. Scott Simpson, Mayor of Lebanon

Agenda Item 1



LEBANON POLICE DEPARTMENT MEMORANDUM

TO: John Hitt, City Administrator

FROM: Michael Healy, Police chief

DATE: 19 September 2002

RE: LIQUOR LICENSE APPLICATIONS

CC:

The following Lebanon, Oregon establishment is requesting approval of applicatin for OLCC liquor license:

<u>Business Name</u>	<u>Address</u>	<u>Classification:</u>
Tabacco World, Inc.	1695 S. Main St. Lebanon, OR 97355	Off Premises Sales
New Outlet	Owner: Manoj Mungra	

The Police Department does not possess any documented evidence to support the denial of this request.

"Integrity. Professionalism and Teamwork"



**CITY OF LEBANON
PUBLIC WORKS DEPARTMENT**

MEMORANDUM

TO: City Council

DATE: Sept. 18, 2002

FROM: Doug Parker, Community Development
Manager

SUBJECT: Tobacco World Market

The Planning and Building Divisions of Public Works cannot recommend approval of the proposed liquor license at this time. The applicant has applied for planning approval but numerous building and zoning issues must be successfully resolved before planning approval and building occupancy can be achieved. It is uncertain at this time that such approvals will be achieved in the near future.

LIQUOR LICENSE APPLICATION APPROVAL/DENIAL FORM
 FINANCE DEPARTMENT
 CITY OF LEBANON

APPLICANT NAME : Tabacco World Market
 DATE: August 16, 2002
 LOCATION: 1695 S. Main St., Lebanon, OR 97355
 New Outlet - Off-Premises Sales
 Owner: Tabacco World, Inc. (Manot Mungra)

RECOMMENDATION:	APPROVAL	DENIAL	DATE
FIRE DISTRICT <u><i>M. J. Willey</i></u>	<u> </u>	<u>✓</u>	<u>9-19-02</u>
POLICE DEPT <u><i>M. J. Hull</i></u>	<u>✓</u>	<u> </u>	<u>8/19/02</u>
SAFETY DIVISION <u> </u>	<u> </u>	<u> </u>	<u> </u>
PLANNING DEPT <u><i>D. Baker</i></u>	<u> </u>	<u>✓</u>	<u>9/18/02</u>
BUILDING DEPT <u><i>D. Baker</i></u>	<u> </u>	<u>✓</u>	<u>9/18/02</u>

NOTE: Recommendation for denial must be accompanied by supporting documentation.

INSURANCE COMPANY:

LIQUOR LICENSE APPLICATION APPROVAL/DENIAL FORM
FINANCE DEPARTMENT
CITY OF LEBANON

APPLICANT NAME : Tabacco World Market
DATE: August 16, 2002
LOCATION: 1695 S. Main St., Lebanon, OR 97355
New Outlet - Off-Premises Sales
Owner: Tabacco World, Inc. (Manot Mungra)

Manot Mungra "Mike"

RECOMMENDATION:	APPROVAL	DENIAL	DATE
FIRE DISTRICT _____	_____	_____	_____
POLICE DEPT _____	_____	_____	_____
SAFETY DIVISION <u>SB</u> ✓	✓	_____	9/20/02
PLANNING DEPT _____	_____	_____	_____
BUILDING DEPT _____	_____	_____	_____

NOTE: Recommendation for denial must be accompanied by supporting documentation.

INSURANCE COMPANY:

* with the condition that the establishment becomes fully licensed by the Dept. of Agriculture.

John Burr
(503) 587-7054

Agenda Item 2

CITY OF LEBANON

MEMORANDUM

TO: Mayor Simpson and City Council

DATE: September 19, 2002

FROM: John E. Hitt, City Administrator

SUBJECT: Use of Transient Room Tax Funds

At the last City Council meeting, a motion to provide \$500 per month of transient room tax receipts to the Lebanon Area Chamber of Commerce was tabled, pending further discussion between the Chamber and the Lebanon Tourism Commission (LTC).

As of the writing of this memo, I don't know whether these discussions took place or not. I believe that the mayor played an active role in bringing (or attempting to bring) the various parties together on this matter.

To review, the LTC was created by a City ordinance in January of this year. The ordinance tasked them with operating a tourism information center and increasing the level of tourism in the city. That ordinance makes no mention of a role by the Chamber, nor providing funding for the Chamber. It would seem that the intent of the City was to create a separate body, charged with managing a tourism office and promoting new tourism. It would seem inconsistent with that ordinance to divide the sole source of funds (i.e., the Transient Room Tax) for the LTC to operate with another agency not encompassed in the ordinance.

The maximum likely annual Transient Room Tax revenues, available to the LTC or anyone else, is approximately \$9,000. It is estimated that the operation of the Santiam Travel Station as a tourism office will amount to \$2,000 - \$5,000 annually.

Should the City Council feel that this ordinance is no longer useful, or needs significant amendments, then it may be appropriate to appoint a subcommittee of the Council to review the ordinance and bring it back to City Council with their recommendations.

Agenda Item 3



CITY OF LEBANON
PUBLIC WORKS DEPARTMENT – ENGINEERING
MEMORANDUM

TO: Jim Ruef, Director of Public Works **DATE:** September 18, 2002
FROM: Allen Dannen, City Engineer ASD

SUBJECT: OREGON TRANSPORTATION INVESTMENT ACT AGREEMENT
Project No. 99701 – Main Street Improvements

This memo requests a City Council motion to authorize the Mayor and City Administrator to execute the attached 2001 Oregon Transportation Investment Act (OTIA) Agreement for next year's Main Street Improvements project.

BACKGROUND

The City has received several grants for improvements to the downtown area between Vine and Maple Streets. Construction of the first phase of those improvements (street trees and streetlights) is currently underway.

The phase of the project funded by the OTIA program will be for the conversion of Vine, Ash, and Maple Street to one-way traffic between Park and 2nd Street. These streets will be re-stripped for angled parking providing a net gain of 53 parking spaces in the downtown area. The work will also include minor intersection improvements at Park and 2nd Street, traffic signal adjustments, and street trees. The work will be performed next summer concurrent with the Main Street intersection improvements from the Transportation Equity Act (TEA-21) grant.

RECOMMENDATION

I recommend a City Council motion to authorize the Mayor and City Administrator to execute the attached 2001 Oregon Transportation Investment Act (OTIA) Agreement for next year's Main Street Improvements project.

cc: Ron Whitlatch, Senior Engineer

July 29, 2002

Misc. Contracts & Agreements
No. 19690

**2001 OREGON TRANSPORTATION INVESTMENT ACT AGREEMENT
Vine Street – Maple Street Circulation (Lebanon)**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT", and THE CITY OF LEBANON, acting by and through its City Council, hereinafter referred to as "Agency".

RECITALS

1. The 2001 Oregon Transportation Investment Act Program, hereinafter referred to as the "2001 OTIA Program", provides funding for preservation and modernization projects chosen by the Oregon Transportation Commission.
2. The Oregon Transportation Commission selected the projects to be funded under the 2001 OTIA Program at its January 16, 2002, meeting. This selection included Agency's project, Vine Street – Maple Street Circulation Project, as described in Exhibit A.
3. By the authority granted in ORS 190.110, 366.770 and 366.775, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

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

TERMS OF AGREEMENT

1. Agency shall make roadway modernization improvements on US20 between Vine Street and Maple Street, hereinafter referred to as "Project". A project description and budget is shown on Exhibit "A". A sketch map showing the location and approximate limits of the Project is shown on Exhibit "D", attached hereto and by this reference made a part hereof.

2. The total estimated cost of the Project is \$216,000. The budget is shown on Exhibit "A".
3. The 2001 OTIA Program funds shall be limited to \$203,000. Agency shall be responsible for all costs in excess of the 2001 OTIA Program funded amount for this Project.
4. This agreement shall become effective on the date all required signatures are obtained and shall be completed according to the schedule outlined in Paragraph 4, Agency Obligations. Only work begun after the effective date of this agreement is eligible for reimbursement with OTIA funds.
5. The funds available under the 2001 OTIA Program are State Highway Funds. To be eligible for reimbursement under the 2001 OTIA Program, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution.
6. Agency and ODOT have a joint obligation to ensure timely expenditure of 2001 OTIA Program monies and comply with the provisions of the bonds that finance the 2001 OTIA Program.

AGENCY OBLIGATIONS

1. Agency, or its consultant, shall conduct the necessary engineering and design work required to produce final plans, specifications and cost estimates; obtain all right-of-way, if any, required for Project in compliance with ORS 281.060 and ORS 35.346 [certification of right-of-way acquisition work must be made by the Agency (or on behalf of its consultant) doing the work]; obtain all required permits; arrange for all utility relocations or reconstruction, if any, required for Project in compliance with the standards in Agency Obligations, Paragraph 13; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid documents; advertise and award all contracts; provide Project management services; and other necessary functions for administration of the contract.
2. Traffic signals shall be developed in conformance with ODOT standards. The remaining Project elements shall be developed in conformance with Agency's standards. If Agency has not adopted standards of its own, the Project shall be developed in conformance with the current edition of *A Policy on Geometric Design of Highways and Streets* by the American Association of State Highway and Transportation Officials (AASHTO).

3. Agency shall provide ODOT with sufficient information to complete a project prospectus so that ODOT can track Project using ODOT's automated management system.

4. Milestones:

a. Agency shall submit documentation to ODOT's Project Liaison that shows that Agency has met Project key milestones. The Project key milestones, dates, and required documentation are shown below:

Environmental: Not Applicable

Documentation: Letter from Agency documenting that the milestone has been met.

Right of Way Acquisition: Not Applicable

Documentation: Letter from Agency's legal counsel certifying that 1) right of way acquisition work has been completed in accordance with these guideline and 2) the right-of-way needed for the Project has been obtained.

Land Use Permits: Not Applicable

Documentation: Letter from Agency indicating that all Land Use Permits required for final design have been obtained.

Final Plans / Biddable Engineering Documents: April 30, 2003

Documentation: A copy of completed Project plans, specifications and cost estimates.

Contract Advertisement and Award: June 30, 2003

Documentation: A copy of the Award of Contract submitted to the Bureau of Labor and Industries.

Construction Completion: December 31, 2003

Documentation: A letter from Agency indicating that construction is substantially complete.

Project Completion: March 31, 2003

Documentation: Letter from Agency indicating that the Project is complete and open to traffic, accompanied by Agency's final billing to ODOT.

b. If the Agency does not meet a Project milestone date within one month of the date specified in Agency Obligations, Paragraph 4.a, reimbursement of Agency's Project expense shall be changed to one-half of the rate specified in ODOT's Obligation's, Paragraph 1, until such time as the Project has completed the milestone and Project is back on schedule.

- c. Immediately upon missing a milestone date, Agency and ODOT shall establish a project review team including Agency's Project Liaison and ODOT's Project Liaison, at a minimum, and may include such other members as are deemed necessary. The project review team shall (a) determine if failure to complete the milestone in question will jeopardize successful completion of Project, (b) determine what steps must be taken by Agency to ensure successful completion of Project, and (c) revise the Project schedule, if changes are required.
 - d. In the event that the Project schedule itemized in Agency Obligations 4.a. is revised pursuant to Agency Obligation 4.c, the Agency's Project Liaison and ODOT's Project Liaison shall reduce the revision to writing. The Agency's Project Liaison and ODOT's Project Liaison shall incorporate the revised schedule into the intergovernmental agreement by entering into a formal amendment to this agreement.
 - e. When the Project is back on schedule according to the milestones set out in Agency Obligations 4.a., including a revised schedule adopted by formal amendment, Agency shall receive any funds withheld by ODOT under the provisions of Paragraph 1.b. of ODOT's Obligations.
5. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to ODOT's Project Liaison for review and approval. Such invoices shall be submitted in the form as shown on Exhibit "C", OTIA Progress Billing, attached hereto and by this reference made a part hereof. Invoices will identify the Project and agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not greater than one month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project.
 6. Agency shall submit a billing at the time Agency documents that Construction Completion, as set out in Agency Obligations, Paragraph 4, is complete. The billing will indicate total Project costs incurred to date, whether there are unresolved claims, and the anticipated timeline for resolving claims and closing the Project.
 7. Agency shall be responsible for any and all costs of Project which are not covered by OTIA funds, including costs of the Project when the maximum amount of OTIA funds obligated under this Agreement have been expended.
 8. Agency agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which hereby are incorporated by reference.

9. Agency shall perform the service under this agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
10. Agency, 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, unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its contractors complies with these requirements.
11. Agency will maintain the improvements made as a result of the Project at the same level as other similar facilities owned by Agency.
12. Agency agrees that the Project will be on the public right-of-way and will serve general transportation needs.
13. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:
 - a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
 - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.
14. Agency certifies, at the time this agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to ODOT for reimbursement on work that has been performed and paid for by Agency.
15. Agency shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, and the Oregon Department of Transportation and its officers and employees, from all claims, suits or actions of any nature arising out of activities of Agency, its consultant, its contractor, its officers, subcontractors, agents, or employees under this agreement.

16. Agency's Project Liaison for this agreement is Allen Dannen, Phone (541) 451-7446. Agency's Project Liaison is granted the authority to enter into and execute formal amendments to this agreement when revisions to the Project schedule are deemed necessary by the project review team.
17. Agency shall place signs that identify Project as "*Another Project Funded by 2001 Oregon Transportation Investment Act*" (ODOT approved design). Agency may affix additional signage that identifies local funds used for the Project.
18. Agency agrees that it will call attention to the Project and help make the Project visible to the public.
19. Agency agrees to provide progress information and photographs in a suitable format for posting on the OTIA web site maintained by ODOT and to provide appropriate links from Agency's web sites to the OTIA web site.
20. Agency agrees to comply with the conditions for Project approval adopted by the Oregon Transportation Commission, as set out in Exhibit B, Special Conditions, which is attached and made part of this Agreement.

ODOT OBLIGATIONS

1. Reimbursement:

- a. ODOT shall reimburse Agency 93.98% of eligible, actual costs incurred up to the maximum amount of OTIA funds committed for the Project specified in Terms of Agreement, Paragraph 3, provided that Agency is meeting the Project milestones set out in Agency Obligations, Paragraph 4. a. Under no conditions shall ODOT's total obligation exceed \$203,000, including all expenses.
- b. In the event that Agency has not met a Project milestone, ODOT shall change its rate of reimbursement to Agency to be one-half of the rate specified in ODOT Obligations, Paragraph 1.a., until such time as Project is back on schedule.
- c. When the Project is back on schedule, according to the milestones set out in Agency Obligations 4.a., including a revised schedule adopted by formal amendment per Agency Obligations, Paragraph 4.d., ODOT shall pay Agency any funds withheld by ODOT under the provisions of Paragraph 1.b. of ODOT's Obligations.
- d. ODOT agrees to comply with the provisions of ORS 293.462 with regard to timely payment.

2. ODOT certifies, at the time this agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this agreement within ODOT's current appropriation or limitation of current biennial budget.
3. ODOT's Project Liaison for this agreement is Ted Keasey, Phone (503) 986-6903. ODOT's Liaison shall:
 - a. Receive any notices provided by Agency under this agreement.
 - b. Review and process for payment all eligible, actual Project costs incurred within 30 days of the date of receipt of Agency's invoices by ODOT.
 - c. Advise Agency at Agency's request on matters affecting the Project.
 - d. ODOT's Project Liaison is granted the authority to enter into and execute formal amendments to this agreement when revisions to the Project schedule are deemed necessary by the project review team.
4. ODOT shall review the documentation provided by Agency to ensure that the Project undertaken by Agency is the Project approved by the Oregon Transportation Commission at its January 16, 2002, meeting.
5. ODOT shall not be required to approve Agency's selection of contractors, right-of-way purchase, or engineering design documents, except as the Project design affects the state highway system or as required by the conditions of approval adopted by the Oregon Transportation Commission. ODOT shall, at Project expense, review for approval all engineering design documents for work on the State highway system.
6. ODOT shall maintain a web site for the 2001 OTIA Program listing Project status and accomplishment information for Agency's Project.

GENERAL PROVISIONS

1. This agreement may be terminated by mutual consent of both parties.
2. ODOT may terminate this agreement effective upon delivery of written notice to Agency, or at such later date as may be established by ODOT, under any of the following conditions:
 - a. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.

- b. If Agency fails to perform any of the other provisions of this agreement or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within 10 days or such longer period as ODOT may authorize.
- c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.
- d. If Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or if ODOT is prohibited from paying for such work from the planned funding source.

If ODOT terminates this agreement for the reasons described in General Provisions, Paragraph 2. "a" or "b" above, Agency must reimburse ODOT for all Oregon Transportation Investment Act funds expended. If Agency fails to reimburse ODOT, ODOT may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse ODOT for costs incurred by such Agency breach.

Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

- 3. Agency acknowledges and agrees that ODOT, the Secretary of State's Office of the State of Oregon, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
- 4. This agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The Oregon Transportation Commission approved this Project on January 16, 2002.

The Oregon Transportation Commission on January 16, 2002, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Oregon Transportation Commission.

The Director on January 31, 2002, approved Subdelegation Order No. 2, which grants authority to the Deputy Director for the Oregon Transportation Investment Act to approve and execute agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program, in the Oregon Transportation Investment Act project list, or in the approved biennial budget.

CITY OF LEBANON, by and through its
City Council

STATE OF OREGON, by and through
its Department of Transportation

By _____
Agency's Authorized Representative

By _____
Deputy Director for Oregon Transportation
Investment Act

By _____
Agency's Authorized Representative

Date _____

Date _____

APPROVAL RECOMMENDED

APPROVED AS TO LEGAL
SUFFICIENCY

By _____
Region 2 Manager

By _____
Agency Legal Counsel

Date _____

Date _____

APPROVED AS TO LEGAL
SUFFICIENCY

Agency Contact:
Allen Dannen
City of Lebanon
925 Main Street
Lebanon, Oregon 97355-3200

By _____
Assistant Attorney General

Date _____

EXHIBIT A
PROJECT DESCRIPTION
City of Lebanon
Vine Street – Maple Street Circulation Project

This project creates a one-way grid on three local streets (Vine Street, Ash Street, and Maple Street); changes parking configuration on these streets; and involves restriping, signing, adjustment of traffic signals, and installing traffic calming devices to create a more pedestrian and multi-modal friendly environment.

Project Cost Estimate		Project Financing	
Preliminary engineering & design	\$ 25,000	Agency Contribution	\$ 13,000 6.02%
Right-of-way purchase	\$0	OTIA	\$203,000 93.98%
Construction	\$178,000		
Total	\$216,000	Total	\$216,000 100%

See attached map for Project location.

EXHIBIT B
City of Lebanon
Vine Street – Maple Street Circulation

SPECIAL CONDITIONS

The Oregon Transportation Commission approved Projects for funding under OTIA subject to certain conditions:

No conditions identified.

EXHIBIT C
Oregon Transportation Investment Act (OTIA)
Progress Billing
(form)

Agency: _____
 Project: _____
 Agreement No: _____
 Billing Period: _____ to _____

	Costs Incurred This Period	Costs Billed Previously	Total Cost To Date	Participation Rate	Total Amount Claimed	Prior Total Claimed	Amount Claimed This Period	Percent Complete This Phase
Planning								
Engineering Design								
Right of Way								
Construction								
Total								

Submission of this request certifies that, in accordance with the laws of the State of Oregon and under the conditions of approval for the project identified above, actual costs claimed have been incurred and are eligible pursuant to the Intergovernmental Agreement between Agency and the Oregon Department of Transportation. Also, no other claims have been presented to, or payment made by, the State of Oregon for those costs claimed for reimbursement.

 Agency Project Liaison

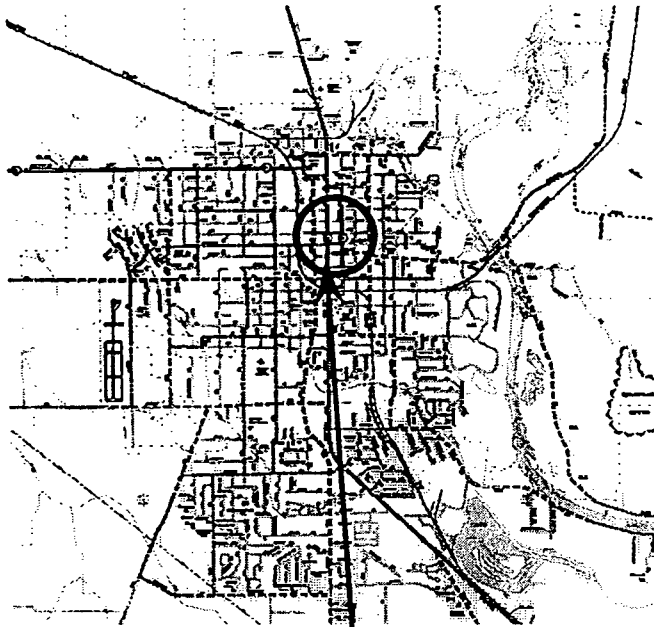
 Date
 (for ODOT use)

I have reviewed the above project and related costs and, in my opinion, subject to audit, the costs reflect the progress to date and are eligible for reimbursement in the amount of \$ _____.

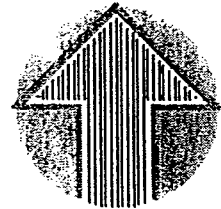
 ODOT Project Liaison

 Date

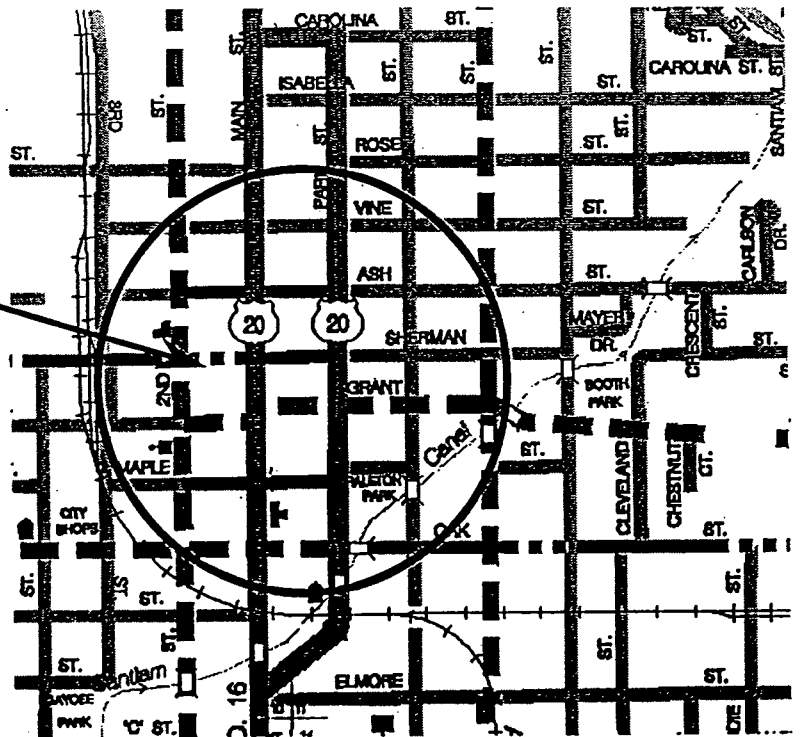
EXHIBIT D
PROJECT DESCRIPTION & VICINITY MAP
City of Lebanon
Vine Street to Maple Street Circulation (Lebanon) Project



NORTH



PROJECT LOCATION



Agenda Item 4



CITY OF LEBANON

PUBLIC WORKS DEPARTMENT – ENGINEERING MEMORANDUM

TO: Jim Ruef, Director of Public Works

DATE: September 13, 2002

FROM: Allen Dannen, City Engineer ASD

SUBJECT: TRANSFER OF JURISDICTION OF COUNTY ROADS
Airport Road, Airway Road, River Drive, and 12th Street

This memo accompanies an ordinance for the transfer of jurisdiction of portions of Airport Road, Airway Road, River Drive, and 12th Street.

BACKGROUND

City staff has received correspondence from the Linn County Road Department regarding the transfer of jurisdiction of the subject county roads to the City of Lebanon. A summary of the circumstances surrounding each road transfer follows.

Airport and Airway Road

In early 1999, the City and County executed an Intergovernmental Cooperation Agreement for the reconstruction of Airport Road from 7th Street to the west city limits. Under the terms of the agreement, Linn County funded a portion of the construction project in return for the eventual transfer of jurisdiction of Airport Road to the City (see attached Exhibit "A" for a map of the portion to be transferred). The agreement allowed the City to pay for its share of the construction project by transferring jurisdiction of Airway Road at an agreed upon price per linear foot of roadway. The agreement also allows the County to transfer any remaining portion of Airway Road to the City at the same agreed upon rate.

The County Road Department has completed a final engineer's report summarizing the final project cost and calculating the length of Airway Road required to be transferred to the City to cover its share of the construction cost. The County has indicated that they wish to exercise their option to transfer the remainder of Airway Road at the same rate per linear foot. The attached Exhibit "A" shows the entire portion of Airway Road to be transferred. This results in a payment to the City in the amount of \$222,405.20. The County Board of Commissioners has already passed the attached Order to surrender jurisdiction of Airport and Airway Road to the City.

River Drive

One of the County's conditions of access for the Riverview School public improvements is the transfer of jurisdiction of a small portion of River Drive between the new Mountain River Drive bridge and Russell Drive. The portion of River Drive to be transferred is shown in Exhibit "B".

12th Street

In 1996, the City and County agreed in a Memorandum of Understanding to cooperate in improving 12th Street as part of the Airport Area Infrastructure Improvements project. All the terms of this agreement, including payment by the County for its share of the construction, have been met except for the transfer of jurisdiction of 12th Street from "F" Street to Airport Road.

RECOMMENDATION

Staff recommends approval of the attached ordinance for the transfer of jurisdiction of county roads as described above. Upon receipt of a copy of the ordinance, the County will issue payment to the City in the amount of \$222,405.20 for the transfer of Airway Road.

cc: Rod Sell, Maintenance Division Manager
Jeff Kent, Engineering Technician

A BILL FOR AN ORDINANCE ACCEPTING THE)
TRANSFER OF JURISDICTION OF CERTAIN)
COUNTY ROADS TO THE CITY OF LEBANON;)
AND REQUESTING THE SURRENDER OF)
JURISDICTION OF CERTAIN COUNTY ROADS)
TO THE CITY OF LEBANON)

ORDINANCE BILL NO. _____
for 2002

ORDINANCE NO. _____

WHEREAS, the City of Lebanon and Linn County are both party to the Intergovernmental Cooperation Agreement executed on February 3, 1999 for reconstruction of Airport Road from 7th Street to the west city limit of Lebanon; and

WHEREAS, Airport Road construction is complete and Linn County has completed a final engineer's report detailing the cost responsibilities for the project; and

WHEREAS, said agreement requires the transfer of jurisdiction of the portions of Airport Road (County Road 707 and 710) and Airway Road (County Road 788) shown in Exhibit "A"; and

WHEREAS, the Linn County Board of Commissioners has issued Order 2002-161 on May 22, 2002 offering to surrender jurisdiction of the roads shown in Exhibit "A" to the City of Lebanon; and

WHEREAS, a condition of the Linn County access permit for the Riverview School public improvements is for the transfer of jurisdiction to the City of Lebanon of the portion of River Drive (County Road 719) shown in Exhibit "B"; and

WHEREAS, the City of Lebanon and Linn County have fulfilled the terms of a memorandum of understanding dated November 12, 1996 for the transfer of jurisdiction of 12th Street (County Road 783) from "F" Street to Airport Road; now therefore

THE CITY OF LEBANON ORDAINS AS FOLLOWS:

Section 1. The Lebanon City Council finds that the acceptance of the jurisdiction of the roads described in the attached Exhibits "A" and "B" and said portion of 12th Street (County Road 783) is in the best interests of the citizens of the City of Lebanon.

Section 2. Pursuant to ORS 373.270(5)(b), the Lebanon City Council does hereby accept Order 2002-161 issued by the Linn County Board of Commissioners on May 22, 2002.

Section 3. Pursuant to ORS 373.270(6)(a), the Lebanon City Council does hereby request the surrender of jurisdiction of said portion of River Drive (County Road 719) shown in Exhibit "B" and said portion of 12th Street (County Road 783).

Section 4. The City of Lebanon does also accept, pursuant to the Linn County final engineer's report for Airport Road, the sum of \$222,405.20 for the transfer of jurisdiction of Airway Road (County Road 788) beyond that required for the City of Lebanon's share of the total construction cost.

Section 5. The City Recorder is further ordered to transmit a certified copy of this Ordinance to the Linn County Board of Commissioners.

Section 6. This Ordinance shall be in full force and effect thirty (30) days after the date this ordinance is signed and approved by the City Council and the Mayor.

Passed by the Council by a vote of _____ for and _____ against and approved by the Mayor this _____ day of _____, 2002.

J. Scott Simpson, Mayor []
Ken Toombs, Council President []

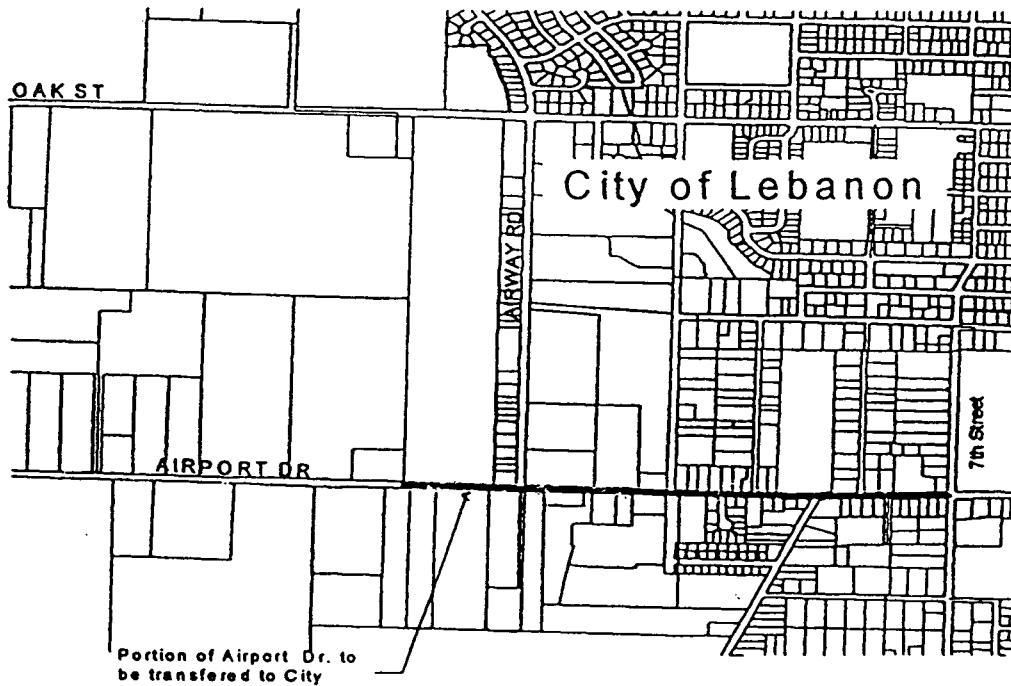
ATTEST:

John E. Hitt, City Recorder

EXHIBIT A

All that portion of County Road No. 707 and 710, Airport Drive, as described in Volume 3, Page 83 of the Linn County Road Records lying within the following described property.

That portion of Airport Dive beginning at 7th street and continuing westerly to the west property line of the City of Lebanon airport.



I hereby certify this copy to be a true and correct copy of the original now on file in my office.

STEPHEN MILLER

7-2-82
Gay Roberts County Clerk
Deputy

Exhibit 1
Page 2 of 2

All that portion of County Road No. 788, Airway Road, as described in Volume 9, Page 35 of the Linn County Road Records lying within the following described property.

That portion of Airway Road beginning at Airport Drive and continuing northerly to the currently owned City portion of Airway Road a distance of 2,415-feet.

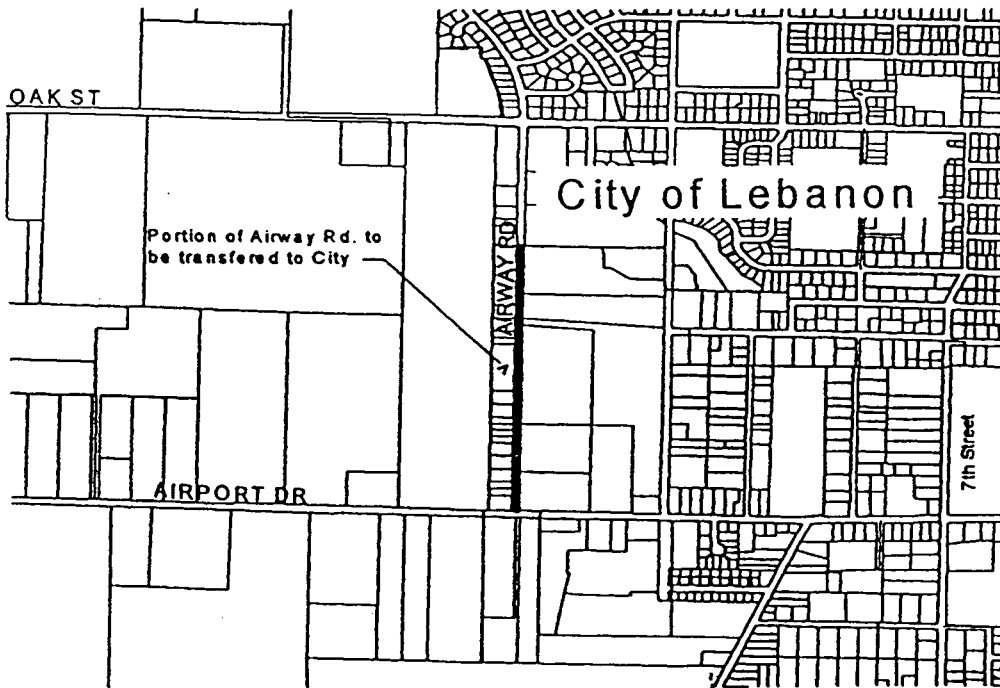
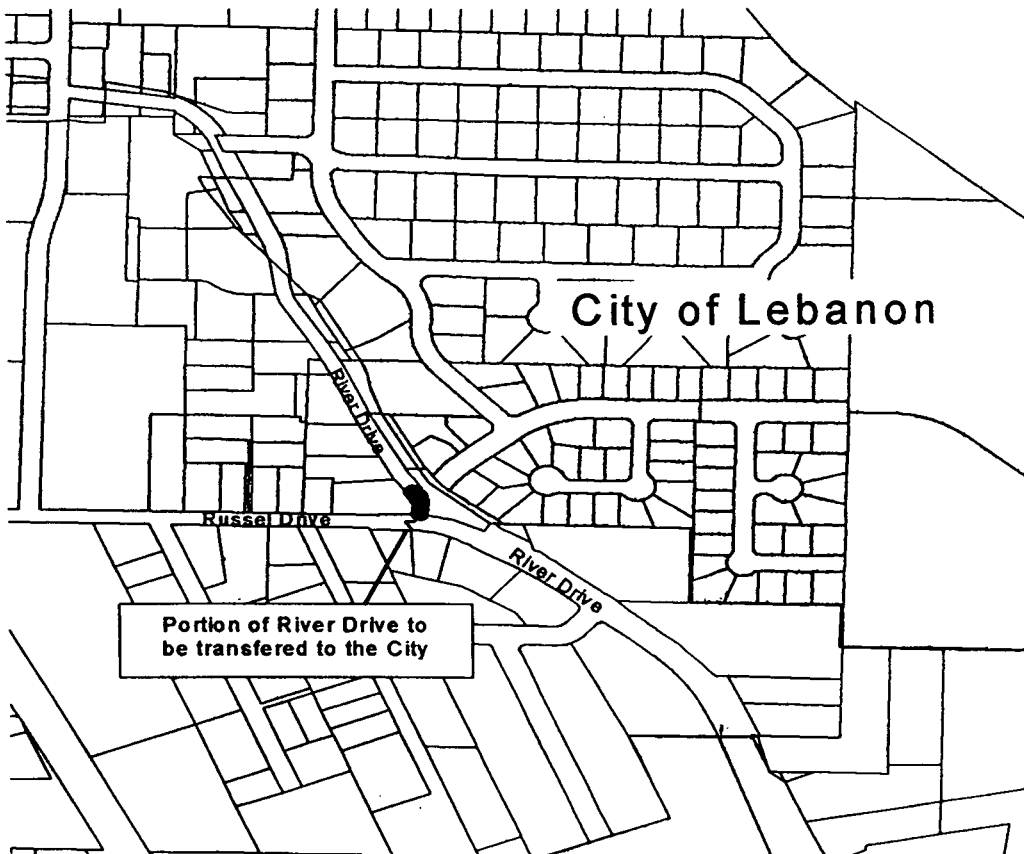


EXHIBIT B

All that portion of County Road No. 719, River Drive, as described in Volume 10, Page 539 of the Linn County Road Records lying within the following described property.

That portion of River Drive beginning 35-feet north of and parallel to the Mountain River Drive right-of-way centerline. Thence, continuing southeasterly to the intersection of Russel Drive and River Drive.



MAY 22 2002

STEVE DRUCKENMILLER, CLERK
By *[Signature]* Clerk

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR LINN COUNTY

IN THE MATTER OF THE TRANSFER OF
JURISDICTION OF CERTAIN COUNTY
ROADS (Airway Road & Airport Drive)
TO THE CITY OF LEBANON

RESOLUTION &
ORDER NO. 2002-179

COMES NOW, Darrin Lane, Linn County Roadmaster, and respectfully requests for transfer of jurisdiction of certain county roads to the City of Lebanon; and,

WHEREAS, The Board of County Commissioners for Linn County, having executed an agreement to transfer jurisdiction to the City of Lebanon, (Order No. 99-070, dated February 3, 1999) attached as Exhibit 1, of certain county roads described in Exhibit 1 to the City of Lebanon; and,

WHEREAS, Having conducted proceedings pursuant to ORS 373.270, and having given notice as required by law and held a public hearing on May 22, 2002, at 10:00 a.m., in the Commissioners Meeting Room 200 of the Linn County Courthouse, Albany, Oregon; and,

WHEREAS, No objection being received, and now being fully advised by staff, the Board finds that it is necessary, expedient, or for the best interest of the County to surrender jurisdiction over those county roads within the City of Lebanon; and, now, therefore, be it

RESOLVED, That the said roads described in Exhibit 1, be and are hereby surrendered to the jurisdiction of the City of Lebanon; and it is further

ORDERED, That the Linn County Clerk transmit a certified copy of this order to the City of Lebanon, to the attention of the City Administrator.

Ordered this 22nd, day of May, 2002.
Dated this 22nd, day of May, 2002.

BOARD OF COUNTY COMMISSIONERS
FOR LINN COUNTY

[Signature]
John K. Lindsey, Chairman

ABSENT

[Signature]
Roger Nyquist, Commissioner

[Signature]
Cliff Wooten, Commissioner

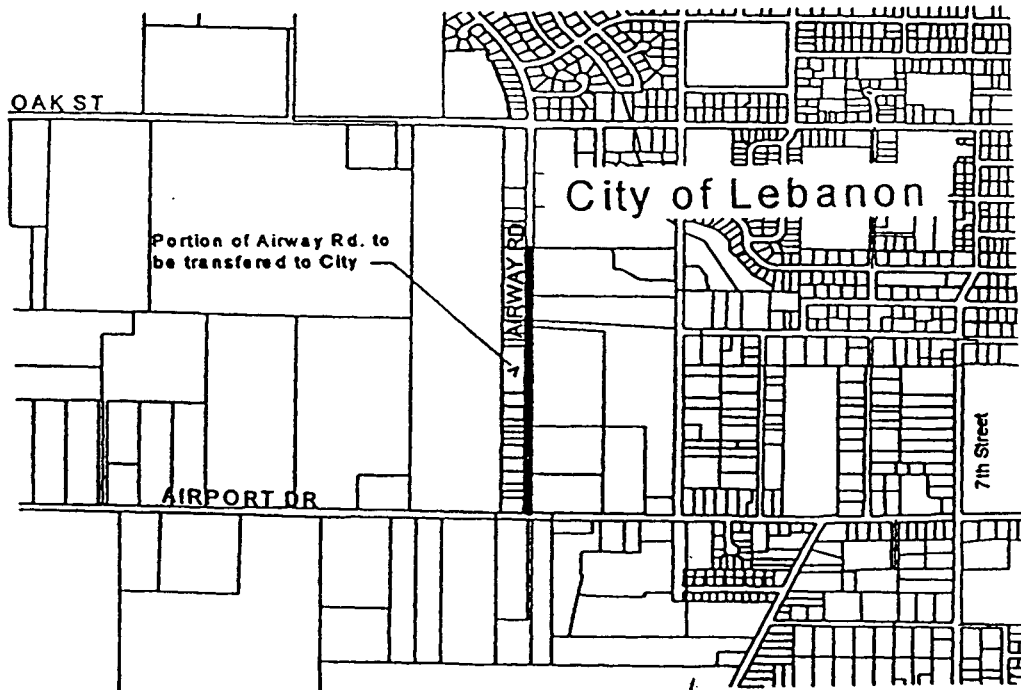
APPROVED AS TO FORM:

[Signature]

Thomas N. Corr
Linn County Legal Counsel

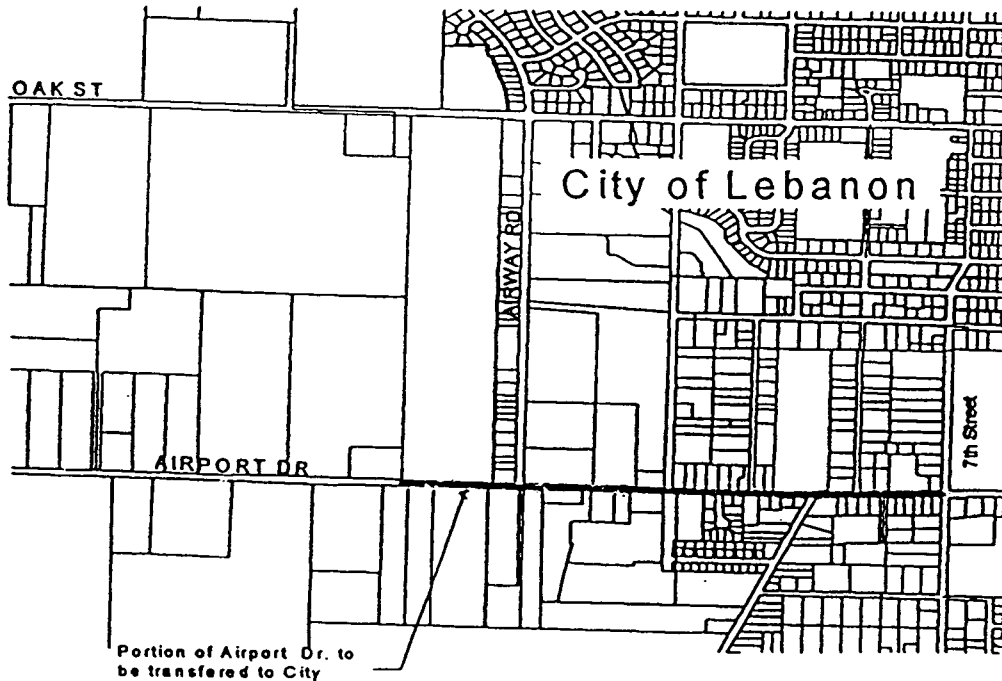
All that portion of County Road No. 788, Airway Road, as described in Volume 9, Page 35 of the Linn County Road Records lying within the following described property.

That portion of Airway Road beginning at Airport Drive and continuing northerly to the currently owned City portion of Airway Road a distance of 2,415-feet.



All that portion of County Road No. 707 and 710, Airport Drive, as described in Volume 3, Page 83 of the Linn County Road Records lying within the following described property.

That portion of Airport Dive beginning at 7th street and continuing westerly to the west property line of the City of Lebanon airport.



I hereby certify this copy to be a true and correct copy of the original now on record in my office.

7-2-82
Jay J. [Signature]
County Clerk

Exhibit 1
Page 2 of 2

Agenda Item 5



CITY OF LEBANON
FINANCE
MEMORANDUM

TO: John Hitt, City Administrator - *JCH*

DATE: September 19, 2002

FROM: Casey Cole, Finance Director

SUBJECT: Transfer Resolution for 2002-03

The attached transfer resolution allows for additional budget appropriation in the Parks Department to pay for part of the purchase of a new mower as outlined in the memo from Rodney Sell, Maintenance Services Division Manager. The price of the mower is \$36,900 with \$24,200 coming from the Equipment Acquisition Fund, and the remaining \$12,700 coming from the Parks Department.

Action requested:

Motion to approve resolution making intra-fund transfer.



CITY OF LEBANON
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO: Jim Ruef, Director of Public Works

DATE: September 16, 2002

FROM: Rodney Sell, Maintenance Services
Division Manager

SUBJECT: Replacement mower for the Parks Section

In 1992 the City purchased (P-6) a Howard Price, 1210 turf blazer mower for mowing grass in the parks. The life expectancy of this mower was estimates at 14 years. The repair costs and down time of this mower has steadily increased and during the peak mowing season in each of the last 3 years the mower has been out of service for several weeks while awaiting repairs. In 2001 the main differential case was pierced and temporarily repaired with JB weld. This repair continues to hold but could fail without warning. A new differential would be very expensive if in deed it could be found.

Because of the poor condition of this mower and it's continued need for repair it should be removed from active service. The equipment replacement fund currently holds an estimated \$24,200 for the replacement of this mower.

In the past two weeks the Parks Crew Chief, Parks Maintenance Worker, Maintenance Supervisor and myself have tested three mowers offered by local suppliers. Each mower was used for at least one day of mowing. All three mowers are comparable in size and horsepower. Each have three decks, one in front and two side winged decks that fold up for transport and for mowing in tight areas. Each has the ability to turn very tight, up to a zero turning radius. The prices below are no frills models without enclosed cabs or additional added options. The options that are offered would be nice for the operators but are more expensive than productive and limit operator visibility.

- Linn Benton Tractor in Tangent offered a Hustler Range wing 2WD mower. The Hustler can mow up to 12 feet wide. This mower was underpowered, not built to last, and overheated when operated under a heavy load of mowing. The price of this mower is \$29,282.
- Western Equipment in Aurora offered a Toro grounds-master 4000-D four wheel drive mower. This is a very nice mower that can handle heavy mowing up to 11 feet wide and has the versatility to fit in small mowing areas while maintaining great visibility. The demonstrator was offered for sale with over 250 hours of operation for \$41,619.
- Fisher Implement in Tangent offered a 1600 Turbo, wide area On-Demand 4WD/Full Time mower. This mower is very nice and can also handle heavy mowing. Although very versatile this mower is not zero turn but is very close. With experience on the machine the operator can easily maintain the same mowing area as the other two mowers. Visibility for the operator is equal to the Toro. The price of the John Deere 1600 Turbo is \$36,900.

Both the Toro and the John Deere are good mowers that have been engineered to last. The John Deere 1600 is priced \$4719 below the Toro. The John Deere is a brand new machine and the Toro is a demonstrator with over 250 hours. Fisher Implement is a local company that offers a full service shop in nearby Tangent and has an excellent service reputation.

I recommend we use the \$24,200 in the equipment replacement fund along with funding offered by the City Administrator to purchase the John Deere 1600. Because of the low trade in value of P-6 (\$2000) I would like to keep the mower for a backup to be used during the early mowing season when one additional mower could help the Parks crews keep up with the fast growing turf in the Spring.

A RESOLUTION AUTHORIZING
CERTAIN INTRA-FUND TRANSFERS
IN THE 2002-03 BUDGET

) RESOLUTION NO. _____
)
) FOR 2002

WHEREAS, ORS 294.450 authorizes intra-fund transfers with the official action of the governing body, NOW THEREFORE;

BE IT RESOLVED that the Council of the City of Lebanon herein authorizes those transfers as specified by fund, activity, and amount in the attached "Exhibit A" made a part thereof.

Passed by the Lebanon City Council by a vote of ____ for and ____ against on this 25th day of September, 2002.

J. Scott Simpson, Mayor []
Ken Toombs, Council President []

ATTEST:

John E. Hitt, City Administrator

EXHIBIT "A"

USE

SOURCE

GENERAL FUND - PARKS:

100-133-72602 Other Eqpt (Maint) \$ 12,700

Justification: To pay for unanticipated early replacement of mower.

GENERAL FUND - NON DEPARTMENTAL:

100-195-80005 Contingencies \$ 12,700

Agenda Item 6

CITY OF LEBANON

MEMORANDUM

TO: Mayor Simpson and City Council
FROM: John E. Hitt, City Administrator
SUBJECT: City Administrator's Report

DATE: September 19, 2002

I will provide the City Council a brief oral update on the following matters:

1. Status of Santiam Travel Station Phase II Improvement - DOT gone out to Bid Open tomorrow.
2. 2002 Election Campaign - signs via P. R-o-w
Procedure will be to respond to complaints. # a recovery system will be in place
3. Downtown Improvements - on schedule
4. Upcoming City Council Schedule - Oct 9th 5:30
tentative Open House 2-8 (Oct 9th)
Nov 13th # (14th) Dan can't meet
P. H. Wal-Mart 7:30
Dec 11 or 12th mtg discussion #
decision only 7:30
5. Miscellaneous Items
Oct 14 CIP will meet @ CDC 6:30 P.M.
Off - for fishing
LO City's Annual Conf. Schedule in Portland if Council is interested.
F, S & Sun
main day
Visit from Shataro, Japan

Executive Session

- ★ Per 19 Per ORS 192.660(1)(h) To consult with legal counsel concerning legal rights and duties of the Council regarding current litigation or litigation likely to be filed.

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

Executive Sessions are closed to the public due to the highly confidential nature of the subject. Therefore, it is unlawful to discuss anything outside of the Executive Session.