

# Lebanon City Council Agenda



April 14, 2004  
Santiam Travel Station

**LEBANON CITY COUNCIL  
MEETING  
Wednesday, April 14, 2004**

Santiam Travel Station  
750 3rd Street

**A G E N D A**

**CALL TO ORDER/FLAG SALUTE**

**ROLL CALL**

**Workshop**

- **Wastewater Treatment Plant Facility Plan – 5:30 p.m.**  
Presented by Jim Ruef, Public Works Director  
Discussion Only
- **Potential Uses of the Former LBCC Site and their Impact on the Downtown – 6:30 p.m.**  
Presented by John Hitt, City Administrator  
Discussion Only

**CONSENT CALENDAR - 7:30 p.m.**

CITY COUNCIL AGENDA: April 14, 2004

**MINUTES:**

- Lebanon City Council Meeting – February 25, 2004
- Lebanon City Council Meeting – March 10, 2004
- Lebanon Public Library Advisory Board Minutes – March 10, 2004
- Senior Services Advisory Board Minutes – February 18, 2004

**PRESENTATIONS**

**1) Skateboard Park**

Presented by: Citizen Group

Discussion Only

**LEGISLATIVE SESSION**

**2) Architect Selection for Senior Center Remodel**

Presented by: Susan Tipton, Senior Center Manager

Approval/Denial by MOTION

3) **IGA – Grant Street Bridge**

Presented by: Malcolm Bowie, City Engineer

Approval/Denial by MOTION

4) **Bid Authorization for Main Street Cobra Lights**

Presented by: John Hitt, City Administrator

Approval/Denial by MOTION

5) **Right of Way Dedication**

Presented by: Malcolm Bowie, City Engineer

Approval/Denial by MOTION

6) **City Administrator's Report**

Presented by: John Hitt, City Administrator

Discussion Only

**EXECUTIVE SESSION**

❖ Per ORS 192.660(1)(h) regarding current litigation or litigation likely to be filed.

7) **Status of Wastewater Fund**

Presented by: Jim Ruef, Public Works Director

Approval/Denial by MOTION

**CITIZEN COMMENTS** - *Those citizens with comments concerning public matters may do so at this time. Please identify yourself before speaking and enter your name and address on the sign-up sheet.*

**ITEMS FROM COUNCIL**

**ADJOURNMENT**

# Consent Calendar

LEBANON CITY COUNCIL AGENDA: April 14<sup>th</sup>, 2004

CITY OF LEBANON MINUTES:

- Lebanon City Council Minutes – February 25, 2004
- Lebanon City Council Minutes – March 10, 2004
- Lebanon Public Library Advisory Board Meeting  
– March 10, 2004
- Senior Services Advisory Board Minutes – February 18, 2004

**MINUTES  
LEBANON CITY COUNCIL MEETING**

**February 25, 2004**

**Council Present:** Mayor Ken Toombs and Councilors Bob Elliott, Mel Harrington, Ron Miller, Roger Munk, Scott Simpson and Dan Thackaberry

**Staff Present:** City Administrator John Hitt, City Attorney Tom McHill, Public Works Director Jim Ruef, Finance Director Casey Cole, Senior Center Manager Susan Tipton, Human Resources Manager Marsha Fugate and Admin. Assistant Linda Kaser

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

Mayor Toombs called the regular session of the Lebanon City Council to order at 7:30 p.m. in the Santiam Travel Station Board Room at 750 3rd Street. Councilor Miller was absent.

**CONSENT CALENDAR**

**MINUTES:**

- Lebanon City Council Meeting – February 4, 2004
- Lebanon Public Library Advisory Board Meeting – January 14, 2004
- Senior Center Advisory Board Meeting – January 21, 2004

Councilor Simpson added language to Page 4(3), Council Goal Setting, *Add 3(a) Create a downtown historic district and research grants for restoring store fronts.*

***Councilor Elliott moved, Councilor Thackaberry seconded, to approve the Consent Calendar as amended.***

**LEGISLATIVE SESSION**

**1) APPROPRIATION OF CDBG FUNDS - SENIOR CENTER IMPROVEMENTS**

Senior Center Manager Tipton stated that a \$600,000 grant was awarded to the Senior Center from the Oregon Economic and Community Development Department. Finance Director Cole explained that the money awarded was not included in the budget adoption process of June 2003. Therefore, according to Oregon Budget Law, Council would need to approve a resolution appropriating the grant and allow for the expenditure of the funds.

Director Cole explained that the expenditure breakdown would be \$535,000 for the Senior Center facility; \$50,000 for architectural and engineering, and the remaining \$15,000 for grant administration.

City Attorney McHill read the title of the Resolution.

***Councilor Munk moved, Councilor Elliott seconded, to approve A RESOLUTION APPROPRIATING GRANT FUNDS IN THE 2003-04 BUDGET. The motion passed unanimously.***

## **2) GRANT STREET BRIDGE LIABILITY COVERAGE**

Manager Fugate stated that Argonaut, the City's insurance company, informed the City that upon insurance renewal this July, the Grant Street Bridge would be excluded from the City's policy. Manager Fugate determined that coverage may not be feasible at this time, due to the lack of response and the prohibitive costs quoted on the gymnasiums at Academy Square. Manager Fugate recommended waiting until July 1, 2004 to pursue other coverage and to consider another insurance company for the City's needs.

Councilor Simpson felt it was not prudent to wait until July to go out for an RFP for insurance coverage of the bridge. Mayor Toombs stated that there were only three companies in the state that would underwrite this type of insurance, but there is no market for this type of insurance.

***Councilor Thackaberry moved, Councilor Harrington seconded, to go out for an RFP without delay and find coverage prior to July. The motion passed unanimously.***

## **3) PERFORMANCE EVALUATION FORM**

Manager Fugate stated that she and Councilors Simpson, Munk and Miller put together a City Administrator's Performance Evaluation form. Changes made were identification of distinct evaluation categories and asked specific questions of the raters to provide for the employee's benefit. In addition, the Council would be provided with more information by allowing input from the community, possibly six citizens, as well as the department managers.

Councilor Thackaberry stated that he felt that the Council was diverse and that citizen comments were not needed. Councilor Simpson felt it would not only provide input to Council, but to the employee so that he/she would know what their strengths and/or weaknesses are.

Manager Fugate stated that the idea behind the citizen and staff report was to provide a greater amount of input for the employee. The input that would come from the reports remains anonymous. Administrator Hitt clarified that the input received from the staff and citizens was to provide input for the Councilor to complete their evaluation, not replace Council's evaluation; the official evaluation comes from Council. However, the City Administrator would be able to view the staff and citizens' comments.

Councilor Elliott felt that the evaluation form would be difficult for a citizen to answer many of the questions. Councilor Thackaberry stated that there would be no guarantees that the six people chosen to participate would not be skewed.

Councilor Munk stated he would like staff input because staff is in the position to know some of these answers more than Council. Councilor Thackaberry questioned the anonymity of the evaluator and expressed concern about confidentiality for those filling out the evaluation. Councilor Thackaberry wanted staff to feel that they could be forthright in their evaluation without fearing repercussions.

Manager Fugate stated that there would not be any rater names on the employee evaluations.

Councils' consensus was to eliminate the six community members from the evaluation process, but leave in the Department Manager's comments.

Mayor Toombs asked for public comment, hearing none he asked that Council make a motion.

*Councilor Simpson moved, Councilor Harrington seconded, to approve the evaluation form with the exception of the six community members. The motion carried with 4 yeas (Councilor Elliott, Harrington, Munk and Simpson) and 1 nay (Councilor Thackaberry).*

#### **4) SURPLUS PROPERTY**

Police Chief Healy requested that items listed on Exhibit A of the staff report be declared surplus property.

City Attorney McHill read the title of the RESOLUTION.

*Councilor Elliott moved, Councilor Harrington seconded to approve A RESOLUTION AUTHORIZING THE SALE OF DISPOSAL OF CITY OWNED PERSONAL PROPERTY. The motion passed unanimously.*

#### **5) TEMPORARY WASTEWATER CONNECTION APPROVAL – Russ McCanham, 680 Laurel Street**

Public Works Director Ruef stated that John Powell, on behalf of the property owners of 680 Laurel Street, requested to connect to city services before the annexation process was completed.

In response to Councilor Harrington, Mr. Powell stated that the sewage is on the surface due to a failing septic tank, which created a health hazard.

*Councilor Simpson moved, Councilor Harrington seconded, to approve the sewer connection request for the property located at T12S, R2W, Section 3C, Tax Lot 1300 owned by Russel McCanham and Dorris Edwards. The motion passed unanimously.*

#### **6) BUDGET UPDATE**

Administrator Hitt distributed a memo and Partial List of City Council and City Staff Budget Initiatives 2000-2004 (attached) to Council for their review.

Director Cole presented an outline of the PERS rate history from July 1999 through July 2003 and how the rate changes differ due to legislative changes. This year the City's departments have been charged the higher rate of 13.99% while paying PERS the lower rate of 8.52%. The difference is being held in reserve pending the outcome of Court challenges of the Legislative changes. The current reserve is over \$117,000 and should be over \$200,000 by the end of the fiscal year. The General Fund portion is \$112,000.

Director Cole supplied three options and asked for Council's direction. Council's consensus was to direct staff to continue using 13.99%, setting aside reserve in case the Court decision is overturned.

## **7) CITY ADMINISTRATOR'S REPORT**

City Administrator Hitt gave a brief report on the following:

*Academy Square Gyms* – Initial roof work is complete.

*Small Waterline Trial Project* – Will come to Council next month to approve the concept and, if the Budget Committee Approves, the project will go out for bid in June and be awarded July 1, 2004.

*Miscellaneous Matters:*

- Have only one meeting scheduled in March (10<sup>th</sup>)
- There is a Town Hall meeting at the Santiam Travel Station tomorrow from 7 - 8:30 p.m. to discuss the wastewater treatment plant facility plan.
- The Governor's Economic Revitalization Team will be meeting with the Department Managers on March 11. There will be a reception to follow at 4:00 p.m. in the Santiam Travel Station.

## **CITIZEN COMMENTS**

Chuck Nugent gave an update on the progress of the gymnasium repairs. All but two leaks have been fixed. The roofer was paid; however, the electrician donated his time. Mr. Nugent received permission from the City have a contractor who would donate his labor to expose the walls to see the extent of the water damage; the material will be hauled off at no charge to the City.

Mr. Nugent spoke to Tim McDonald from SAIF regarding the mold issues. There is some mold over the overhangs by the leakage and some exterior walls, but the buildings are not mold infested. Mr. Nugent encouraged the Council to walk through the gymnasiums with him.

Mayor Toombs thanked Chuck and the citizen's committee for their efforts.

Councilors Simpson, Elliott and Harrington and Director Ruef will meet Mr. Nugent tomorrow at 1:00 p.m. at the Academy Square site to tour the gyms.

Judy Phillips stated that she was still working on the skateboard park and gymnasiums proposal and the 501 and hoped to present them to Council at the next meeting.

## **ITEMS FROM COUNCIL**

Councilor Simpson received a few call regarding Isabella being torn up for so long for the small waterline improvement project. Director Ruef stated that the weather has delayed the project and they would not take on a large project in the middle of winter again. Councilor Simpson stated that on the flipside he received a call from someone on "F" Street delighted with how quickly the job the improvements were completed.

Mayor Toombs called for a five minute recess before entering into Executive Session and noted that Council would not be entering back into regular session afterward.



**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.

**ADJOURNMENT**

Mayor Toombs adjourned at 9:50 p.m.

ATTESTED BY:

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Kenneth I. Toombs, Mayor [ ]  
Ron Miller, Council President [ ]

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John E. Hitt, City Recorder

**MINUTES  
LEBANON CITY COUNCIL MEETING**

**March 10, 2004**

**Council Present:** Mayor Ken Toombs and Councilors Bob Elliott, Mel Harrington, Ron Miller, Roger Munk, Scott Simpson and Dan Thackaberry

**Staff Present:** City Administrator John Hitt, City Attorney Tom McHill, Public Works Director Jim Ruef, Finance Director Casey Cole and Admin. Assistant Linda Kaser

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

Mayor Toombs called the regular session of the Lebanon City Council to order at 7:30 p.m. in the Santiam Travel Station Board Room at 750 3rd Street. All members were present.

**CONSENT CALENDAR**

CITY COUNCIL AGENDA: March 10, 2004

**MINUTES:**

- Lebanon City Council Meeting – January 28, 2004
- Lebanon City Council Meeting – February 17, 2004
- Lebanon Public Library Advisory Board Meeting – February 11, 2004

Mayor Toombs added Planning Commission Appointments (Mike Reineccius, Peggy Snyder and Israel Garcia) and 2003 Fund Exchange Agreement (2004 Street Overlay Program) to the Consent Calendar.

*Councilor Harrington moved, Councilor Elliott seconded, to approve the Consent Calendar as amended.*

**LEGISLATIVE SESSION**

**1) UBS Financial Services**

Finance Director Cole reminded Council of their approval to invest \$1,000,000 with UBS on a trial basis to see if Financial Advisor Philip Schmitt could outperform the State's Local Government Investment Pool (LGIP). Mr. Schmitt's strategy outperformed LGIP by over 50 basis points. In November the City invested an additional \$4,000,000 with UBS. Director Cole reiterated that there was no charge for the trial basis and that the City's investment policy adheres to ORS.294.

Director Cole introduced Financial Advisor Philip Schmitt of UBS, 805 SW Broadway, Suite 2600, Portland, Oregon.

Mr. Schmitt distributed the City Portfolio (Attached) and explained that the State's 1.27% average yield vs. UBS's 1.57% yield is because UBS has more flexibility in how they approach the market. Mr. Schmitt reviewed the City Portfolio and the government backed investments, which are AAA rated securities.

Through Mr. Schmitt's investment strategy, the City has gained \$25,000 on the \$5 million principle. UBS's fee would equate to 20 basis points on whatever principle has been invested.

City Attorney McHill read the title of the RESOLUTION

*Councilor Munk moved, Councilor Elliott seconded, to approve the "Resolution Authorizing the City Administrator and the Finance Director to Sign UBS Corporate Resolution" establishing an account for the City of Lebanon with UBS Financial Services, Inc. The motion passed unanimously.*

## **2) Diminishing Returns**

Finance Director Cole distributed the first 11 pages of the 100 page report "Diminishing Returns" (Attached). Director Cole summarized the report by stating that property tax revenues are not keeping up with growing demands and that 8 out of the 15 "Community Distress Signals" apply to Lebanon as noted on page 5. Like other cities in Oregon, the General Fund continues to be in dire need of revenue sources.

## **3) Arbor Day Proclamation**

Maintenance Division Manager Sell stated that this is the second year the City is expected to be awarded the Tree City USA along with a "Growth" award. These presentations along with planting trees at Weldwood and Century Parks are all part of Arbor Day Week.

*Councilor Munk moves, Councilor Thackaberry seconded, to approve the Proclamation urging all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and to plant trees to promote the well-being of this and future generations. The motion passed unanimously.*

## **4) Plans and Bid Authorization for Park Street Waterline**

City Engineer Malcolm Bowie explained the bid process for the Park Street Waterline project which would replace the existing 2-inch waterline on Park Street between Oak and Grant Streets with an 8-inch waterline. This line replacement (738 lineal feet) will increase service flows as well as improve fire protection for the downtown area. The Engineer's estimate for construction is between \$115,000 and \$141,000.

*Councilor Munk moved, Councilor Miller seconded, to approve the project plans and authorize staff to advertise for bids in July 2004, pending Budget Committee review and approval of the proposed funding.*

Councilor Harrington requested notification of the bid opening so he could attend.

## **5) Plans and Bid Authorization for 2004 Overlay Program**

City Engineer Malcolm Bowie explained the bid process for the 2004 Bid Overlay Program which would overlay approximately 20 blocks of streets. The streets chosen for asphalt overlay this year include 2<sup>nd</sup>

Street between Academy and Vine Streets, Vine Street between 5<sup>th</sup> and 10<sup>th</sup> Streets, Ash Street between 5<sup>th</sup> and 7<sup>th</sup> Streets, 6<sup>th</sup> Street between "B" and "D" Streets, "B" Street between 5<sup>th</sup> and 7<sup>th</sup> Streets, "C" Street between 4<sup>th</sup> and 7<sup>th</sup> Streets, and "D" Street between 5<sup>th</sup> and 7<sup>th</sup> Streets. The Engineer's estimate for construction is between \$235,000 and \$285,000.

*Councilor Munk moved, Councilor Elliott seconded, to approve the contract documents and authorize staff to advertise for bids.*

Engineer Bowie explained that the bids would open on April 1 and notice would not be given until school is out on June 25.

#### **6) ADA Parking Restriction – 2<sup>nd</sup> Street**

Public Works Director Ruef explained the citizen's request to provide a 20-foot ADA parking zone in front of 581 2<sup>nd</sup> Street due to no driveway on the property as well as the resident having a disability. The caregiver also has a disability and visits the property frequently.

Al Huchins of Farmers Insurance stated that he had no problem with a restricted parking spot in front of the residence, but did not want to see one in front of his office on Second Street.

Council considered removing restricted Parking on Ash Street. The consensus was that by approving this they would be setting a precedent.

City Attorney McHill read the title of the RESOLUTION.

*Councilor Simpson moved, Councilor Elliott seconded, to deny the request and revisit the issue in 60 days, once Ash Street becomes a one-way street. The motion passed unanimously.*

#### **7) City Entrance Sign at South End of Town**

City Administrator John Hitt distributed a design concept of a new entrance sign created by Foress Sign Company (Attached). Since the new Wal-Mart Super Center would require reconstruction of Cascade Drive, Wal-Mart stated that they would be willing to pay for a new city entrance sign. The sign would be placed along Highway 20, on the south side of town and include electronic messaging as well as irrigation for landscaping. The cost for the sign is estimated at \$38,000. With Council's approval of the design, staff will approach Wal-Mart with the new design and cost estimate.

Council's consensus for the design was favorable.

#### **8) City Administrator's Report**

City Administrator John Hitt reported on the following:

*Downtown Project* – An update was given on the downtown project and a rumor dispelled. Highway 20 will remain two lanes and parking allowed on both sides. Council's consensus was to move forward on replacing the cobra lights for an additional \$20,000, which will be taken out of the Street Fund, however, a final proposal should be presented to the City Council on April 14<sup>th</sup>.

*Additional City Revenue Sources* – The City of Eugene has enacted a telecom tax on cell phones expecting \$1 million revenue. Council's consensus was to find ways other than taxation to generate revenue.

*Library Discussions* – Library is accepting volunteers for their telephone survey to be conducted to get public feedback on a new facility.

*Potential Academy Square Funding Mechanisms* – A possible partial solution to the long-term capital funding needs at Academy Square would be to expand the NW URD. Future tax increment growth in the URD could then be used to service debt on new construction at Academy Square.

*Excursion Day* – Scheduled for May 15.

*Miscellaneous Items* –

- The Economic Interest Statements are due April 15
- The next City Council meeting will be held April 14.

**CITIZEN COMMENTS** – *There were none.*

### **ITEMS FROM COUNCIL**

In response to Councilor Harrington, Administrator Hitt stated that the City Administrator's evaluations material would be distributed in a few weeks.

In response to Councilor Simpson, Administrator Hitt stated that the gymnasium and skateboard proposals are tentatively scheduled for April 14, 2004.

Mayor Toombs reminded Council of the GERT's reception tomorrow at 4:00 p.m. at the Santiam Travel Station. Mayor Toombs announced the invitation from the Assembly of God Church to attend their youth program on April 16. A copy of the invitation will be in the next Read File.

Mayor Toombs announced that next Wednesday at 7:30 a.m. the Chamber and Tourism Committee will formulate a tourism plan for the City Council's approval. Mayor Toombs asked that staff and City Council not attend the meeting since the Chamber/Committee would be making a recommendation to Council.

Councilor Miller, referring to the budget reduction efforts on Page 9 of the Police Chief's work session presentation, indicated that he would be opposed to contracting out for partial patrol services and/or communications services.

Councilor Thackaberry attended the recent Oregon Crafted meeting and he suggested that TED oversee these kinds of groups.

Councilor Thackaberry requested that Pacific Power be called regarding the street light that is out on Wheeler and Williams.

***Councilor Thackaberry moved, Councilor Munk seconded, to suspend the Councils' and Mayor's pay indefinitely in lieu of the budget crisis.***

Mayor Toombs stated he felt it would be a mistake since his current out of pockets expenses exceeds his stipend.

*Harrington moved to table, Elliott seconded the matter. The motion passed with 4 yeas (Councilors Elliott, Harrington, Miller, and Simpson) and 2 nays (Councilors Munk and Thackaberry).*

*Mayor Toombs explained that Council would resume after the executive session and called for a five minute recess.*

### EXECUTIVE SESSION

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

### LEGISLATIVE SESSION

#### 9) Park Property Acquisition

*Councilor Elliott moved, Councilor Thackaberry seconded, to buy the 2.47 acre parcel of land that borders River Park on the west side for \$60,400. The motion passed unanimously.*

### ADJOURNMENT

Mayor Toombs adjourned the meeting at 9:25 p.m.

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Kenneth I. Toombs, Mayor	[ ]
Ron Miller, Council President	[ ]

ATTESTED BY:

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John E. Hitt, City Administrator



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

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**LEBANON PUBLIC LIBRARY**  
Advisory Board Meeting Minutes  
March 10, 2004

The Library Advisory Board meeting was called to order at 5:35 p.m. by Chairperson Carol Hiebert. Attending were Glenda Claborn, Carol Hiebert, Carolyn Misa, Sue Spiker, Tom Stewart and Library Director Denice Lee.

The minutes of the February 11 meeting were approved.

**Director's Report:**

**Circulation:**

February 2004= 7679 YTD 2004= 64,082  
February 2003= 7899 YTD 2003= 63,115

**Linn Library League:**

The Linn Library League sponsored "Turn Off the TV Night" February 27 from 7 p.m. – 8 p.m. at the New Senior Center at Academy Square. The magician, Arthur Atsma entertained a crowd of approximately 185-200. After the performance, there was a brief description of the Linn Library League's project to create a library district for Linn County. Ice cream sundaes were served. This was a delightful family event; the children were given balloons. The library staff provided handouts relating to the Linn Library League, Lebanon Public Library, and the library's upcoming Spring Break Program.

**Stand Alone and Combined Library/City Hall Facilities:**

The board continued the ongoing discussion of stand alone versus combined library/city hall configurations under consideration for new library facilities at Academy Square. The goal is to present the results of the library visits, discussions with various library-related groups, and a telephone survey of the public to the Lebanon City Council for their consideration. The board will continue discussions at the April meeting to be sure there is consensus before going to the City Council.

**YA Reading Group:**

The Young Adult Reading Group, being funded by the Friends of the Library, has one more session to complete the evening programs for 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> graders planned for Tuesday evenings in January, February, and March. They read a book throughout the month, and meet on Tuesday evenings from 7 p.m. – 8 p.m. for discussions and activities related to what they read. This year's programs have had good participation and stable attendance by the students.

**Adult Reading Club:**

The first book discussion of the Adult Reading Club was Thursday, March 4. The selection for the group to discuss was Ray Bradbury's Fahrenheit 451. This group will be self maintained with the Library providing meeting space and a discount on the books through the Library's book distributor. At the March meeting the group selected "Cold Mountain" by Charles Frazier as the choice for the April book discussion.

**Online Catalog Revisions:**

Albany Public Library is moving forward with the data stream project to enhance the online catalog. The enhancements include links to reviews of books in the catalog, and icons/pictures designating media type such as video, book on tape, book, etc. This is a very visual presentation of the library catalog. They are planning to launch the data stream in mid-March.

**Volunteer Appreciation Luncheon:**

The Library staff is making plans for the Volunteer Appreciation Luncheon on Friday, April 16, 11:30 a.m. at the library. Advisory Board members were encouraged to put the date on their calendars.

**Telephone Survey:**

The Lebanon Library/Senior Center Trust will be conducting a telephone survey of registered voters inside the Lebanon city limits to find out if people have a strong preference for a stand alone library, or a combined library/city hall facility. This will be a piece of the information needed to present to the City Council April 28. The library director asked for board members to consider making a part of the presentation.

**FRIEND'S REPORT:**

There was no Friend's report.

**ADJOURNMENT:**

The meeting was adjourned at 6:38 p.m.

**Next meeting April 14, 2004  
NOTICE ADDRESS FOR MEETING!!!!  
750 3<sup>rd</sup> Street  
Santiam Travel Station - North**

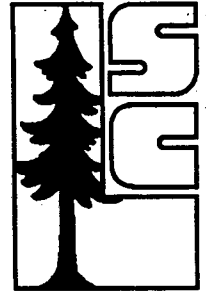




## SENIOR AND DISABLED SERVICES

LEBANON SENIOR CENTER  
585 PARK STREET  
LEBANON, OREGON 97355

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



### ADVISORY BOARD MEETING

February 18<sup>th</sup> 2004

#### MINUTES

Members present: Bob Elliott, Bob Johnson, Linda Learn, Lori McNulty, Bonnie Prince, Remona Simpson, Jim Toftner, Stan Usinger, Frances West, Susan Tipton, and Cheryl Wagner

Members absent: No one

**MINUTES:** Bonnie moved to accept minutes as written and Remona seconded the motion. The motion passed.

**CHAIRPERSON'S REPORT:** Jim said this was a quiet month, he had nothing to report.

#### REPORTS:

- Cheryl said numbers in the dining room were up, people were venturing out more. Volunteers were holding steady. Cheryl said they have a disabled volunteer who will deliver meals with the assistance of his caregiver. Cheryl noted the passing of a valued friend to the whole community Maxine Dollinger. Cheryl said members of the community have talked about planting a tree in remembrance of Maxine at Academy Square.
- Susan reported that classes at LBCC continue. She reminded board members of the Linn Library League's event Friday February 27<sup>th</sup> from 7 to 8:30 in the cafetorium at the new site. This will be a family "Turn off the TV" event with books and entertainment.

#### CONTINUING BUSINESS:

- Lori gave an update on the banner project. She has a call in to Jim Ruef to ask about installation of the banner. The board voted to buy the larger banner with 3' high letters. Board members contributed additional money to pay for the larger banner.
- Bonnie said that the grade school children from Green Acres School have decorated placements for the meal site. Cheryl said she would donate a box of placements to the project then when they were getting low they could let her know.
- Susan gave an update on the LMS site, RFQ for architects is out and interviews of respondents will be March 12<sup>th</sup> and 15<sup>th</sup>. Susan also said that she went to planning committee with the engineers from Udell who are creating the engineering plan for the parking lot to the east of the new center site

and gave an update on the status of that plan. The city approved the plan; it will now be submitted to ODOT.

- Susan said that she submitted a grant request to the Lebanon Community Hospital Accountable Budget Grant for openers for two sets of doors at the new center.
- Bonnie gave an update on the card project. She said the quality of the cards is improving. Susan gave a financial update; to date 56 cards have been sold for gross revenue of \$28.50 and net revenue of -\$70.20 due to the initial start-up costs of supplies.

#### **NEW BUSINESS:**

No new business

#### **ITEMS FROM THE FLOOR:**

- Bob Elliott responded to a question about the fate of the two gyms. He said a public meeting was held last night and the group that wants the gyms restored also wants the city to maintain them once they are restored. There are questions as to the financial ability of the city to take on a project such as this. There are also questions about how this impacts the master plan which has parking in the area now claimed by the gyms. There will be further meetings about this topic and Bob and others expressed interest in attending these meeting to put forth their concern. Most board members agreed that a skateboard park was a good idea but most also agreed that a private skate board park would be a good solution with an admittance fee to offset the cost of insurance. Private ownership would circumvent the liability issues and financial obligations of the city.

#### **ADJOURNMENT**

- Linda moved to adjourn, Lori seconded that motion and it was approved

**Next Meeting: Wednesday, March 17<sup>th</sup> 2004**

# Agenda Item 1



# CITY OF LEBANON

## ADMINISTRATIVE DEPARTMENT

### MEMORANDUM

TO: All Department Managers

DATE: 4/9/2004

FROM: John Hitt, City Administrator

SUBJECT: Skateboard Park Presentation

Please find attached the most significant portions of a fairly lengthy proposal, including letters of support, from the skateboard committee. This portion comprises the essence of their proposal. Due to its length, and in consideration of copying expenses, we did not provide the entire proposal.

However, if anyone would like to view the entire proposal please contact Kindra (258-4203) or myself (258-4202) or stop by my office.

From my most recent information, the gymnasium proposal will not be made until April 28<sup>th</sup> or later.

## PROPOSAL FOR SKATEBOARD PARK

March 30, 2004

City of Lebanon

Attn:

Lebanon City Administrator, John Hitt,

Mayor, Ken Toombs

Lebanon City Council,

Director of Public Works, Jim Ruef

Maintenance Services Divi. Manager, Rod Sell

The committee for Recreation for Kids and Community are submitting a proposal for a 25,000 sq. ft. skate park and at least 2 horseshoe pits, to be built on the Santiam School site and a skate spot of 2,000 sq. ft. be built on Chistopher Columbus site. Many grandparents enjoy pitching horseshoes. The grandparents can pitch horse shoes while the grandchildren skateboard and ride BMX bikes.

The skate board park will fit very well on the space allowed for an undesignated recreation facility shown on the master plan. The Lebanon Aquatic District has no plans to move from their present location, therefore that leaves the undesignated recreation facility open for another recreational site. The site is an excellent place for the skate park.

The layout of the property puts the skate park in plain view of the future Police Department. It will be built as far away as possible from the Santiam Gym making a clearer view of it. It will be able to be seen from Tangent, Second, Harrison, and Fourth Streets. It is only 0.3 mile away from Pioneer School which makes it easily accessible for students before and after school. Many students go home to an empty house. A skate park is a good child sitter.

The committee would also like to propose a skate spot to be put in at the Christopher Columbus City Park. This skate spot is for children that are just learning to skate. That neighborhood has also been approached about their feelings toward having a skate spot located in the park. 19 households were for the skate spot and 1 was against having it in their neighborhood. There is sufficient parking around that park to handle the extra activities.

For parking around the Santiam site, we have proposed a new parking lot. The skate park has limited need for parking and vehicle access so there would not be a conflict with the Police Dept.

The area around the proposed skate park site was surveyed Jan. 18, 2004. The patrons are looking forward to having the skate park there. 18 households are for and 2 households are against having the skate park there.

The area around the Christopher Columbus skate spot was surveyed Mar. 23, 2004. The patrons there are excited to have a skate spot so close. 18 households are for and 1 household is against. The kids in that area are saying "WOW".

The usual development issues are:

- (A) Drainage: skate park builders will deal with the drainage. They know what the skate bowl will require.
- (B) JimCo has given an estimate for proper lighting.
- (C) Pedestrian access is not a problem.
- (D) Water service will be addressed with a 2" water meter.
- (E) Fire flow requirements are not an issue per the Leb. Fire Dept. There are not any wooden buildings.
- (F) The skate park will be built in sight of most of the neighborhood. Also the park can be seen from all around for Police drive around to check on it.
- (G) Solid waste - City sewer is nearby.
- (H) Sanitation - garbage cans will be conveniently placed.
- (I) Parking is addressed with a parking lot.
- (J) Signage is addressed by Foress.
- (K) Landscaping will be the big trees, new trees the City planted and the 2 young trees that are already there. Bark dust is a pain and has to be replaced every year and if we use white stones the kids will be throwing at each other and into the skate bowls. Also the green around the skate park complements the park and the area in general.
- (L) Irrigation is addressed as a \$1500.00 budget item.
- (M) Driveway approach is addressed with the parking lot.

The City owns the Park so it would be likely that the City would provide the maintenance. The maintenance would be daily trash pick-up and restroom cleaning. There will need to be a weekly safety inspection.

February 20, 2004 Articles of Incorporation were filed. Name is Recreation for Kids and Community. Registry Number is 204202-95.

March 24, 2004 Application for Recognition of Exemption (501(C)(3)) was filed by Registered mail.

Recreation for Kids and Community will be responsible for developing the Skateboard Park at Academy Square and Skateboard Spot at Christopher Columbus Park.

The City of Lebanon has a General Liability Ins. policy that would cover the skate parks.

A draft of the rules will be on site at all times on a big vandal proof sign. A draft of the rules are attached.

Corvallis Skate Park does not have a problem with conflict between the skaters and bikers because they all started it at the same time. Albany has had a problem because the skaters were allowed to be there when the bikers came, skaters had already taken ownership. Lebanon skaters and bikers will be working together for Lebanon skate park by fund raising, in kind donations, etc. therefore they will protect the park together.

At the completion of the project, Recreation for Kids and Communities will turn the park over to the City of Lebanon. The committee suggests a line item in the 2005 budget plans for maintenance and insurance. The City already has maintenance workers and an Insurance coverage for other Parks.

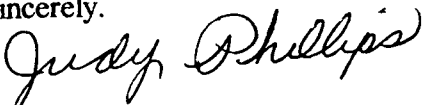
The committee is aware of conflicts between skaters and bikers. The committee has made it clear that we expect them to get along and protect the facility that both bikers and skaters have helped to build. They will be working together. There are two types of bikers. One is free style and the other is racer. Free style riders will be allowed but racers will not. The park will be well posted with this notice.

The budget has allowed for a Pay phone booth to be installed at the skate park. Also, there will be a cold drink machine.

The skateboard park has been well received by the people of Lebanon and surrounding area. There is a real need to give our young people the choice of being legal as they enjoy a sport that they practice and excel at. The young people and their parents are willing to work toward this goal of getting the skate parks built by doing what it takes to get the job done. This means doing exhibitions when asked to do so. It means fund raising with doing car washes, collecting bottles and cans for resale, hot dog sales, auctions , etc. to raise the money for the skate park and skate spot. Two people have offered to write for grants.

Thank you John Hitt, Ken Toombs, All the Councilmen, Jim Ruef and Rod Sell for giving the Recreation for Kids and Community committee the opportunity to present this proposal to you.

Sincerely,



Judy Phillips  
Chair

## SKATE PARK PROPOSAL

March 23, 2004

Dreamland built skate park	Santiam Sch. Site	25,000 sq. ft.	\$600,000.
Dreamland built skate spot	Christoph. Col.Park	2,000 sq. ft.	14,500.
Restroom Buildings	RJ Armstrong & Assoc. Construction		97,980.
Install fountain (ADA)	RJ Armstrong & Assoc. Construction		300.
Fountain	Freeze Proof	Summit Supply	2,344.
1 (one) octagon concrete table		Summit Supply	720.
1 (one) square concrete table		Summit Supply	720.
1 (one) 84" concrete bench		Summit Supply	275.
Shipping for above 4 items			818.
1 (one) 5 row bleachers	Ship.includ.	Permanent Grandstands	1,800.
Irrigation modification to existing irrigation system			1,500.
Water Meter 2"	City of Lebanon		2,500.
Lighting System (Around skate area)		JIMCO Electric	8,350.
Site sign (to match Train Station sign)		Foress Sign	5,400.
Donor Recognition Plaque		Foress Sign	4,147.
Parking lot (17 spaces & 2 handicap)		Morse Bros.	28,650.
Pay Phone Booth		CenturyTel install	100.
Cold Drink Vending Machine		Pepsi	0.
		Sub total	\$770,104.
Plus 2% of sub total			15,402.
		Total	\$785,506.



**DREAMLAND  
SKATEPARKS LLC**

**PMB 384  
960 SE Hwy. 101  
Lincoln City, OR 97367-2622  
Or (503) 577-9277  
Fax # (541) 994-7010  
CCB # 152121**

February 11, 2004

Attention to: Whom it may concern:

We are writing this response to your need and request for a second area for the children of Lebanon to skate. We understand the need to have another area where the less experienced smaller kids who are unable to travel may go to and practice their fundamentals. This area would be a 2000 sq. ft. concrete slab with a few rails and a very small set of stairs. This should be an adequate space and a few necessary obstacles to develop the basic skills involved in skateboarding. Since our company is involved with your larger skate park facility and our home is based a small distance away we are going to do the most we can with your investment at our cost rate.

The total for your investment is \$14,500.00

If you have any questions or would like anymore information please let me know.

Thank you for your time.

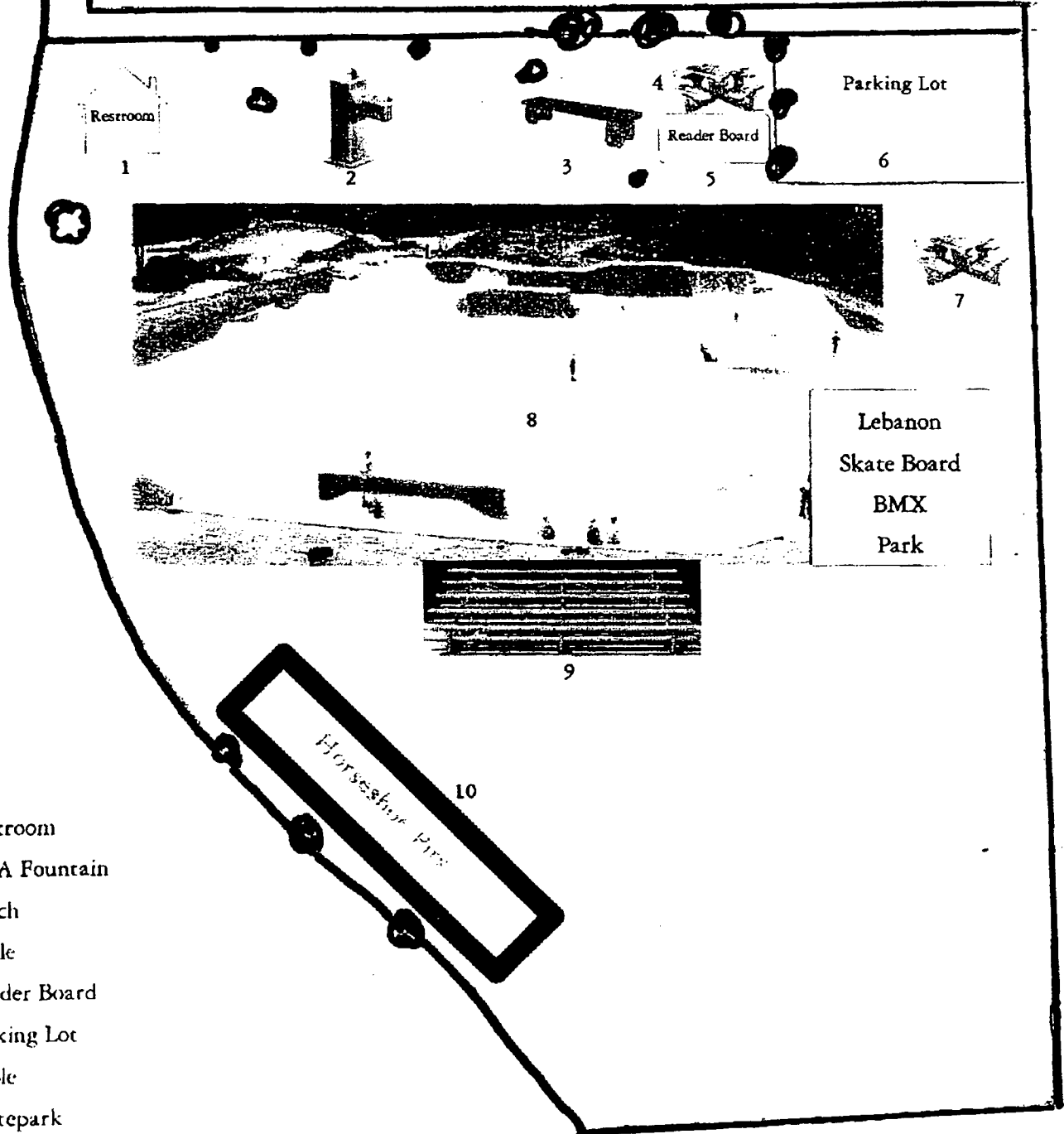
Thank you,  
Danyel Scott

Possible Donated Materials:

58- yards of concrete

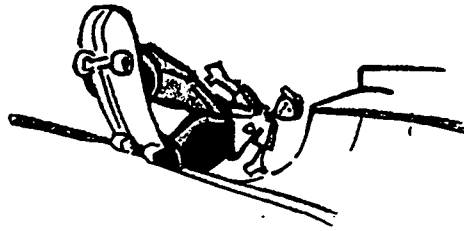
20- 2x4's

# Harrison Street



1. Restroom
2. ADA Fountain
3. Bench
4. Table
5. Reader Board
6. Parking Lot
7. Table
8. Skatepark
9. Bleachers
10. Horseshoe Pits

# Skate Park Information



## SKATE PARK GUIDELINES:

- The skate park is not supervised. Skating and skateboarding are hazardous recreational activities and use of this facility can cause serious injury. ***Skate at your own risk.***
- The use of helmets, knee and elbow pads, wrist guards, and other protective equipment is **STRONGLY** recommended.

## SKATE PARK RULES:

- Only skateboards, inline skates, and free style BMX bikes may be used in the facility. Racing bicycles, scooters, and motorized vehicles are **NOT** permitted.
- Skate park is open from dawn to dusk.
- Skateboarding is prohibited outside of the designated skating area.
- Additional ramps, jumps, or other obstacles are not allowed in the skate park.
- Amplified music is not permitted.
- No food, beverages, or glass items are allowed in the skate park.
- Competitive or demonstration events are not permitted without prior approval of the Lebanon Parks and Recreation Department.

## REMEMBER.....

The Skate Park is used by Lebanon's diverse population. We want everyone's experience at our park to be a positive experience. Show your community pride by respecting all park users and being a positive influence on others.


# Agenda Item 2



**CITY OF LEBANON**  
**SENIOR CENTER**  
**MEMORANDUM**

Tuesday, March 16, 2004

To: John Hitt

From: Susan Tipton 

Subject: Selection Process of architect for new Senior Center

An RFQ was published in the Daily Journal of Commerce on or about February 12<sup>th</sup>, 2004 and 10 portfolios from a variety of architects were received by closing day March 5<sup>th</sup>. The responding architectural firms were:

- LGA Architecture from Tigard
- Deca Architecture from Portland
- LRS Architecture from Portland
- Arbuckle Costic Architecture from Salem
- CIDA Architecture from Portland
- Stevens Architecture from Bend
- Innovative Architecture from Roseburg
- LA Kersh Architecture from Eugene
- RSS Architecture from Woodburn
- Scott-Edwards Architecture from Portland

Members of the Senior Center Library Trust board met at the Boys and Girls Club Tuesday March 9<sup>th</sup> to review the portfolios and chose those to interview. The portfolios were scored based on 8 criteria:

- 1) Firm's experience specifically related to designing and/or remodeling senior centers
- 2) Expertise/Experience of assigned project manager and staff. Does staff have experience in all phases of senior center development-scoping, planning; design and construction?
- 3) Were references included? How many are for similar projects?
- 4) Evaluation of the team's capability to perform all architectural design, bidding and construction management activities.
- 5) What is the firm's area of specialty?
- 6) Does the firm demonstrate understanding of unique requirements for remodeling a senior center?
- 7) Knowledge and experience with Community Development Block Grant Funding (CDBG).
- 8) Demonstrated ability to meet desired time frame.

The firms were rated on a scale of 1 to 10 with 1 indicating the firm is "not very qualified" and 10 indicating the firm is "extremely qualified." The maximum score was 80.

Based on these criteria, the top two firms were Scott-Edwards and LRS. The board members met Monday the 15<sup>th</sup> to interview the top two. Each architectural firm had one hour to present and respond to questions. Board members had a list of 10 questions that were asked of each firm after each presentation

After the presentations the board members discussed the attributes, merits and flaws found with each of the two presenters. There was about one hour of discussion in which the board agreed that either firm would do a wonderful job. A vote was taken and the result was 5 voting for LRS and 2 voting for Scott Edwards. Two of the 5 voting for LRS felt that if we were building a new center they would vote for Scott Edwards but considering the limited scope of this project and its frankly utilitarian tasks LRS would do a better job.

There were three overriding issues that helped decide the vote: 1. Scott Edwards did not bring their project manager to the meeting. Several members of the board felt that meeting the project manager was very important and should have been included. 2. Dan Purgiel from LRS said that their choice for an estimator would be a working contractor. They felt an estimator behind a desk sometimes doesn't have as close a call on current costs for the work as one who is doing the work on a daily basis. Scott Edwards would be using their house estimator who only does estimating. 3) Dan encouraged the board to consider a selected bid process by issuing an RFQ for contractors and HVAC system contractors to eliminate the possibility of an under qualified contractor submitting a winning low bid only to discover mid-way through the project that it was too much for him. This wasn't mentioned by Scott-Edwards and while it was a relatively minor issue the board felt it signified a clear indication of the experience LRS would bring to this project.

The board was unanimous in their praise for each firm and consensus was that LRS would do the job we wanted for the money we had for the project. The CDBG allocates \$50,000 for the Architectural/engineering portion of the project. We will pay for the required environmental impact statement with money we still have in the Library Senior Center Trust as a separate project.

# Agenda Item 3



# CITY OF LEBANON

## PUBLIC WORKS DEPARTMENT - CAPITAL IMPROVEMENTS

### MEMORANDUM

**TO:** Jim Ruef, Director of Public Works      **DATE:** April 6, 2004  
**FROM:** Ron Whitlatch, Senior Engineer *(Signature)*  
**SUBJECT:** **APPROVAL OF INTER-GOVERNMENTAL AGREEMENT**  
**Grant Street Bridge Replacement – Project No.03701**

This memo requests a City Council motion to approve the Inter-Governmental Agreement (IGA) with the Oregon Department of Transportation (ODOT) for funding to replace the Grant Street Bridge.

#### **BACKGROUND**

In September 2003, the City of Lebanon was presented with an opportunity to apply for a grant to repair/replace any bridges that met a list of criteria established by ODOT for deficient bridges within our jurisdiction. The only bridge that the City owned that met the specific criteria was the Grant Street Bridge. There are currently scouring issues along the in water piers and numerous shear cracks on the approach spans.

In October 2003 the City of Lebanon applied for the grant with the ODOT to replace the Grant Street Bridge. The grant is being funded by a portion of OTIA III money, which has been dedicated for a bridge repair/replacement program for local jurisdictions.

In March 2004, the City was selected to receive grant funds in the amount of \$7,479,000.00 to replace the Grant Street Bridge. There is no out of pocket cost to the City except for the funds used to prepare the grant application and continued monitoring of the bridge. ODOT has indicating that funding will be released to local jurisdictions in July 2004.

#### **RECOMMENDATION**

I recommend that City Council pass a motion to approve the IGA with ODOT for funding to replace the Grant Street Bridge.





# CITY OF LEBANON

## PUBLIC WORKS DEPARTMENT

### MEMORANDUM

TO: John Hitt, City Administrator  
FROM: Jim Ruef, Director of Public Works  
SUBJECT: Status of Wastewater Fund

DATE: March 20, 2003

Pursuing the Georgia Pacific Lawsuit has placed a financial strain on the Wastewater Fund (470). At the next City Council meeting, I will be prepared to explain the current status of Fund 470 and propose possible solutions to this "cash-flow" problem.

**2003 OREGON TRANSPORTATION INVESTMENT ACT  
LOCAL GRANT AGREEMENT  
PROJECT NAME(S): Santiam River (Grant Street) Bridge #09088**

THIS GRANT 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 2003 Oregon Transportation Investment Act Program, established pursuant to Section 10(1)(b) of 2003 Oregon Laws Ch. 618, hereinafter referred to as the "2003 OTIA Local Bridge Program," provides funding for local city and county bridge replacement and repair projects chosen by the Oregon Transportation Commission.
2. The Oregon Transportation Commission selected the projects to be funded under the 2003 OTIA Local Bridge Program at its March 3, 2004 meeting.
3. By the authority granted in ORS 190.110, 366.770 and 366.775 state agencies may enter into 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.
4. ODOT intends to sell bonds pursuant to 2003 Or. Laws Ch. 618, and upon such sale, will have monies available from said sale for grants to cities and counties to repair and replace local bridges consistent with that statutory authorization.

**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 construct the individual bridge replacement and repair project(s) Santiam River (Grant Street) Bridge #09088, described in Attached Exhibit A, hereinafter referred to collectively as "Agency Project". A bridge replacement and repair project description, cost estimate and schedule is shown on Exhibit "A", attached hereto and by this reference made a part hereof.

2. The total estimated cost of the Agency Project is \$7,479,000.00. The grant amount shall be limited to \$7,479,000.00. It is anticipated that any investment earnings associated with investment of the grant proceeds plus the grant amount will not exceed the estimated cost of the Agency Project. Agency shall be responsible for all costs, including inflationary cost increases, in excess of grant amount and any investment earnings. Exhibit A identifies the estimated cost and grant share for each individual bridge project.
3. Grant funds and any interest accrued by Agency on the grant funds, may be used interchangeably among the specific projects identified in Exhibit A if more than one project is identified, so long as each project is fully funded.
4. The Agreement is effective and the work may begin on the date all signatures are obtained and shall be completed in accordance with Agency Obligation No. 9, and upon such completion, this Agreement automatically terminates unless extended by a fully executed amendment.

#### **ODOT OBLIGATIONS:**

1. ODOT shall sell highway user tax revenue bonds pursuant to 2003 Or. Laws Ch. 618, and will have monies available from said sale for grants to cities and counties to replace and repair local bridges consistent with that statutory authorization. The terms of this Agreement are contingent upon the sale of those bonds. If ODOT fails to secure the bonds or sufficient proceeds from the bond sale(s) to meet the commitments for the local bridges chosen by the OTC at its March 3, 2004 meeting, this Agreement shall become null and void.
2. ODOT shall provide grant money to Agency in an amount not to exceed \$7,479,000.00 to cover Agency Project costs described in this Agreement. Under no condition shall ODOT's total obligation for grant money for this Agency Project exceed the stated amount, including all expenses, nor shall ODOT have any other obligation to supply funds for Agency Project. ODOT will disperse the grant funds to Agency through an electronic fund transfer within 2-7 days after the closure of the bond sale, or of the date of signature by all parties of this Agreement, if that date is later than the bond sale closure.
3. ODOT may conduct audits, inspections, and any other inquiries and investigations, as it deems necessary, to ensure that Agency complies with this Agreement and that grants funds are being spent in accordance with the terms of this Agreement and the terms of the bond sale.
4. Agency shall be entitled to receive and retain investment earnings associated with its investment of grant proceeds and use those funds on the local bridge project(s) approved by the OTC in Exhibit A. To the extent that the grant amount plus the investment earnings exceeds the actual costs of the approved project(s) (including

inflationary cost increases associated with the approved project(s)), the excess funds must be remitted to ODOT within 90 days of project completion.

5. ODOT's Program Liaison for this Grant Agreement is: Local Government Section Manager, 355 Capitol Street NE, Room 222, Salem, OR 97301-3871; 503-986-3789.

#### **AGENCY OBLIGATIONS:**

1. Agency represents that it is fully capable of constructing the project, or capable of contracting for construction of Agency Project, and that there is a reasonable expectation that Agency Project can be completed by Agency with the resources identified in this Agreement within the time period set forth in this Agreement.
2. Agency shall complete the Agency Project, as defined in Exhibit A as expeditiously as reasonably possible and generally follow the schedule set forth in Exhibit A for each bridge. Agency shall spend the grant funds in a manner consistent with the provisions of this Agreement.
3. Agency understands and agrees that no costs or expenditures made by Agency prior to the execution of this Agreement are considered Agency Project costs, and grant funds may not be used for any costs so incurred prior to such date.
4. Administration of Agency Project Fund. Agency agrees to administer the Agency Project grant funds by establishing and managing an Agency Project Fund as provided below:
  - (a) Agency Project Fund Establishment. Agency shall establish a fund, separate and distinct from its general fund, to account for all Agency Project Funds received and all Agency Project Costs expended by Agency under this Agreement. Agency shall manage the Agency Project Fund consistent with all applicable State and Federal laws and in the manner it determines best meets the needs of the Agency Project.
  - (b) Disbursements. Moneys (including investment earnings) in the Agency Project Fund shall be disbursed from time to time by Agency for the purpose of paying, when due, Agency Project Costs.
  - (c) Investments. Pending disbursements, moneys in Agency Project Fund shall be invested and reinvested consistent with State law and Agency practice, subject to the terms and provisions of this Agreement. To the extent permitted by law, moneys in the Agency Project Fund may be co-mingled with other Agency moneys for the purpose of investing and reinvesting such moneys, provided, however, that investment earnings derived from moneys in the Agency Project funds shall be accounted for separately from other

Agency moneys. All investment earnings derived from moneys in the Agency Project Fund shall be deposited in the Agency Project Fund and invested, reinvested and disbursed from time to time to pay Agency Project Costs.

5. 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.
6. Agency represents and warrants as follows:
  - (a) Agency has full legal right and authority and all necessary licenses and permits required as of the date hereof to own the Agency Project, other than licenses and permits relating to the Agency Project which Agency expects to obtain in the ordinary course of business, to carry on its activities relating thereto, to execute and deliver this Grant Agreement, to undertake and complete the Agency Project, and to carry out and consummate all transactions contemplated by this Agreement.
  - (b) The Agency may undertake Agency Project pursuant to Oregon law. Agency is authorized by law to receive grant moneys.
  - (c) The proceedings of the Agency's governing members approving this Agreement and authorizing the execution, issuance and delivery of this Agreement on behalf of the Agency and authorizing Agency to undertake and complete the Agency Project have been duly and lawfully adopted in accordance with the laws of Oregon, and such proceedings were duly approved and published, if necessary, in accordance with applicable Oregon law, at a meeting or meetings which were duly called and held in accordance with applicable Oregon law and at which quorums were present and acting throughout.
  - (d) This Agreement has been duly authorized, executed and delivered by an Authorized Officer of Agency, and, assuming that ODOT has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered, this Agreement, this Agreement constitutes the legal, valid and binding obligation of Agency in accordance with its terms.
7. Agency covenants and agrees to promptly provide, upon ODOT's request, copies of all permits, plans and specifications relating to the Agency Project. Agency shall obtain as-built drawings for all facilities of the Agency Project and obtain certification

of completion per as-built drawings from the project engineer. Agency further covenants and agrees to:

- (a) exercise its best efforts in accordance with prudent practice to complete the Agency Project;
  - (b) proceed expeditiously with and complete the Agency Project.
  - (c) provide from its own or other fiscal resources all moneys in excess of the total amount of proceeds it receives pursuant to this Agreement required to complete the Agency Project, subject to the constraints set forth in paragraph 14, page 6, below.
8. Agency agrees that expenditure of grant funds and any investment earnings thereon shall only be for expenses directly related to the Agency Project consistent with 2003 Or. Laws, Ch. 618 and Article IX, Sec. 3a of the Oregon Constitution.
  9. Agency shall provide an accounting of the grant funds to ODOT within 90 days of completion of the Agency Project(s) along with as-built bridge plans. Agency further agrees to repay ODOT any grant funds and accrued interest which were not used in Agency Project within 90 days of the completion of AgencyProject(s) identified in this Agreement, except for an amount reasonably reserved for litigation or claims which have been filed relating to the Agency Project(s). The Agency agrees to repay ODOT the remainder within 90 days after any such litigation or claims are resolved. .
  10. To the extent permitted by Article XI, Section 7 and Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other party against liability for damage to life or property arising from the indemnifying party's own activities under this agreement, provided that a party will not be required to indemnify the other party for any such liability arising out of the wrongful acts of employees or agents of that other party.
  11. Notwithstanding the foregoing defense obligations under paragraph 10 above, neither party nor any attorney engaged by either party shall defend any claim in the name of the other party or any agency/department/division of such other party, nor purport to act as legal representative of the other party or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of such other party. Each party may, at anytime at its election assume its own defense and settlement in the event that it determines that the other party is prohibited from defending it, or that other party is not adequately defending it's interests, or that an important governmental principle is at issue or that it is in the best interests of the party to do so. Each party reserves all rights to pursue any claims it may have against the other if it elects to assume its own defense.

12. Agency shall perform the obligations under this Agreement as an independent contractor and shall be solely responsible for all phases of work, as well as all costs and expenses related to such work related to Agency Project.
13. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its subcontractors complies with these requirements.
14. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of Agency's portion, if any, of the Agency Project costs as identified in this Agreement, within Agency's current appropriation or limitation of the current budget. If the project continues into a future financial or biennial period, the completion is contingent upon compliance with the constitutional debt limitations of counties, charter debt limitation of cities and counties, and is subject to funds being appropriated therefor. In the event sufficient funds are not appropriated by Agency to complete Agency Project, then ODOT may exercise its ability to terminate the Agreement, and Agency shall either refund all Grant funds and investment earnings with 90 days or ODOT will withhold Agency's proportional gas tax share until such amount has been reimbursed.
15. Agency shall study alternatives to bridge replacement, such as use of culverts when a bridge being replaced spans a canal or ditch. Such alternatives shall be considered prior to the final decision of the design alternative for the replacement of such bridge.

## **GENERAL PROVISIONS**

1. This agreement may be terminated by mutual consent of both parties.
2. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
3. 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 perform any of the 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 30 days or such longer period as ODOT may authorize.
  - b. If ODOT fails to sell bonds, receive sufficient proceeds from bond sales to pay for the local agency bridge projects identified at the OTC March 3, 2004 meeting,

receive funding, appropriations, limitations, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this agreement.

- c. 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.
4. If ODOT terminates this Agreement for the reasons described in General Provisions 3., "a" above, Agency must reimburse ODOT for all grant funds expended. If Agency fails to reimburse ODOT within 90 days of termination ODOT may withhold Agency's proportional share of State Highway Fund distributions necessary to reimburse ODOT for costs incurred by such Agency breach.
5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
6. Agency shall maintain records of the Agency Project, including all payments made out of the Agency Project Fund. Agency acknowledges and agrees that ODOT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts 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.
7. ODOT and Agency covenant and agree to cooperate with each other in the observance and performance of the respective duties, covenants, obligations and agreements of either Party under this Agreement.
8. ODOT and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are expressly described as intended beneficiaries of the terms of this Agreement.
9. 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 March 3, 2004.

The Oregon Transportation Commission on March 3, 2004 authorized the Director to approve and execute OTIA III agreements.

APPROVAL RECOMMENDED

STATE OF OREGON, by and through  
Its Department of Transportation

By \_\_\_\_\_  
Sam Johnston, Manager  
Local Government Section

By \_\_\_\_\_  
Director

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO LEGAL  
SUFFICIENCY

CITY OF LEBANON, by and through  
its City Council

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

By \_\_\_\_\_  
Agency's Authorized Representative


By \_\_\_\_\_  
Agency's Authorized Representative

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO LEGAL  
SUFFICIENCY

RETURN AGREEMENT TO AGENCY

By  \_\_\_\_\_  
Agency's Attorney

Contact: Malcolm Bowie

Address: 925 Main Street

Date 3/29/04

Lebanon, OR 97355

**EXHIBIT A**  
**OTIA III BRIDGE PROJECT(S) DESCRIPTION**  
City of Lebanon, Oregon  
Santiam River (Grant Street) Bridge #09088

Insert a brief project description of the project. (NOTE: Project Description should be identical to description approved by OTC. Provide a separate page that includes description, cost estimate, and schedule for each individual local project covered under this Agreement )

**PROJECT DESCRIPTION(S)**

<u>Bridge Number(s)</u>	<u>Description(s)</u>
09088	Replace Santiam River (Grant Street) Bridge #09088

**ESTIMATED PROJECT SCHEDULE**

<u>Bridge Number</u>	<u>Begin Preliminary Engineering</u>	<u>Begin R/W Acqizition</u>	<u>Construction Contract Award</u>	<u>Construction Completion Date</u>
09088	May, 2004	November, 2004	January, 2006	January, 2008

**PROJECT COMPLETION DATE:** December, 2008

**PROJECT COST ESTIMATE**

<u>Bridge Number</u>	<u>Preliminary Engineering</u>	<u>Right-of-Way Acqizition</u>	<u>Construction</u>	<u>TOTAL</u>
09088	\$919,000.00	\$30,000.00	\$6,529,000.00	\$7,479,000.00

**GRANT AMOUNT = \$7,479,000.00**

# Agenda Item 4



# CITY OF LEBANON

## PUBLIC WORKS DEPARTMENT – CAPITAL IMPROVEMENTS

### MEMORANDUM

**TO:** John Hitt, City Administrator  
**CC:** Malcolm Bowie, City Engineer  
Jim Ruef, Director of Public Works  
**FROM:** Ron Whitlatch, Senior Engineer *(RW)*

**DATE:** April 6, 2004

**SUBJECT: Low Bid to replace existing cobra lights  
Main Street – Vine to Maple**

John,

City Staff has been in the process of soliciting quotes to install decorative lighting on Main Street, per the City Council directive given at the March 10<sup>TH</sup> meeting. We have received four quotes, which include all work to remove 7 of the existing mid-block cobra lights and replace them with decorative lights.

We have also contacted the electrical engineer (Mike Weishar from Access Engineering) who designed the lighting placement during the first phase of Main Street Improvements, to get his opinion regarding the removal of the cobra lights. Mr. Weishar indicated that removing seven cobra lights and replacing them with 100-watt decorative lights would reduce the current lighting levels by at least 50%. He recommended that the City install additional (more than the proposed 7) decorative lights if possible. He also indicated that we could offset some of the light reduction by installing 150-watt bulbs in the existing decorative lights, which currently are 100-watt. However, Mr. Weishar said that there is a possibility of the 150-watt bulbs causing a minor glare problem due to the height of the light poles.

Listed below are all of the quotes that were submitted to remove seven of the existing cobra lights and replace them with 100-watt decorative lights. City & Suburban Electric submitted the low bid of \$17,800.00. I have also included quotes to retrofit the 16 existing decorative lights with new ballasts and 150-watt light bulbs.

<u>Contractor</u>	<u>Install 7 Decorative Lights (100-watt)</u>	<u>Retrofit 16 Existing Lights</u>
City & Suburban Electric	\$17,800.00	\$3,800.00
Tornado Soft excavation	\$19,488.00	\$4,560.00
JIMCO Electric	\$23,020.00	\$4,013.00
EC Company	\$24,400.00	No Price

It's likely that removing seven of the mid-block cobra lights and replacing them with decorative lights will result in a significant reduction in mid-block lighting for the downtown area. If City Council decides to go forward with the improvements, I would recommend that we do not retrofit the existing decorative lights until an actual determination has been made that the lighting is inadequate. The risk associated with not retrofitting the lights at this time would be an increase in the retrofit cost (23 lights to retrofit instead of 16) of approximately \$3,000.00.

If you have any questions, or need more information, please give me a call. Thanks.

Ron

# Agenda Item 5

RIGHT-OF-WAY DEDICATION

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of \$ 1.00 , receipt of which is hereby acknowledged, the undersigned, Lebanon Community School District , City of Lebanon , County of Linn , State of Oregon , owner of the land below described, hereinafter called Grantor, hereby grants, bargains, sells and conveys to the CITY OF LEBANON, a Municipal Corporation located within Linn County, Oregon, hereinafter called Grantee, its successors and assigns, a perpetual municipal right-of-way in, over and upon property situated in Linn County, Oregon, more fully described as follows:

A STRIP OF LAND 7.00 FEET OF EVEN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A RAILROAD SPIKE ON THE CENTERLINE OF AIRPORT ROAD, SAID POINT BEING NORTH 0°11' WEST 24.52 FEET AND NORTH 88°32' EAST 30.00 FEET FROM THE SOUTHEAST CORNER OF THE SIMON A. NICKERSON D.L.C. NO. 68 IN TOWNSHIP 12 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, LINN COUNTY, OREGON; THENCE SOUTH 0°11' EAST 234.58 FEET ALONG THE EASTERN RIGHT-OF-WAY OF SEVENTH STREET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF THAT TRACT DESCRIBED AS PARCEL 1 CONVEYED TO THE LEBANON COMMUNITY SCHOOL DISTRICT BY DEED RECORDED IN VOLUME 1322, PAGE 555 OF THE LINN COUNTY DEED RECORDS; THENCE NORTH 81°03'56" EAST (PER LINN COUNTY, OREGON SURVEY NUMBER 17223) 7.08 FEET; THENCE SOUTH 0°11' EAST 741.04 FEET PARALLEL TO THE EASTERN RIGHT-OF-WAY OF SEVENTH STREET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF KEES STREET; THENCE ALONG SAID KEES RIGHT-OF-WAY NORTH 89°50' WEST 7.00 FEET TO THE RIGHT-OF-WAY INTERSECTION OF SEVENTH STREET AND KEES STREET; THENCE IN A NORTHERLY DIRECTION ALONG SAID SEVENTH STREET RIGHT-OF-WAY TO THE TRUE POINT OF BEGINNING.

The purpose of this right-of-way is to provide property for the reconstruction of Seventh Street on the above-described property

This right-of-way includes the rights of ingress and egress at any time over and upon the above-described land of the Grantor and other land of the Grantor adjoining said right-of-way that is necessary to exercise the rights of ingress and egress.

There is reserved to Grantor, their heirs and assigns, the right and privilege to use the above-described land of the Grantor at any time, in any manner, and for any purpose not inconsistent with the full use and enjoyment by the Grantee, its successors and assigns, of the rights and privileges herein granted.

Grantee shall be responsible for the construction, maintenance, operation and replacement of the right-of-way for which the granting of this right-of-way dedication has been given.

IN WITNESS WHEREOF, we have set our hands hereto this 5<sup>th</sup> day of April, 2004.

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

*Jim Robinson*  
Jim Robinson, Superintendent

IN WITNESS WHEREOF, we have set our hands hereto this \_\_\_ day of \_\_\_\_\_, 2004.

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

Kenneth I. Toombs, Mayor

John E. Hitt, City Recorder

GRANTOR(S)

GRANTEES

On the 5<sup>th</sup> day of April, 2004, personally appeared the within named Jim Robinson who acknowledged the foregoing instrument to be a voluntary act and deed.

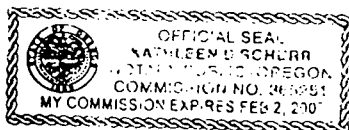
BEFORE ME: *Kathleen D. Scherr*  
NOTARY PUBLIC FOR OREGON

My commission expires: Feb 2, 2007

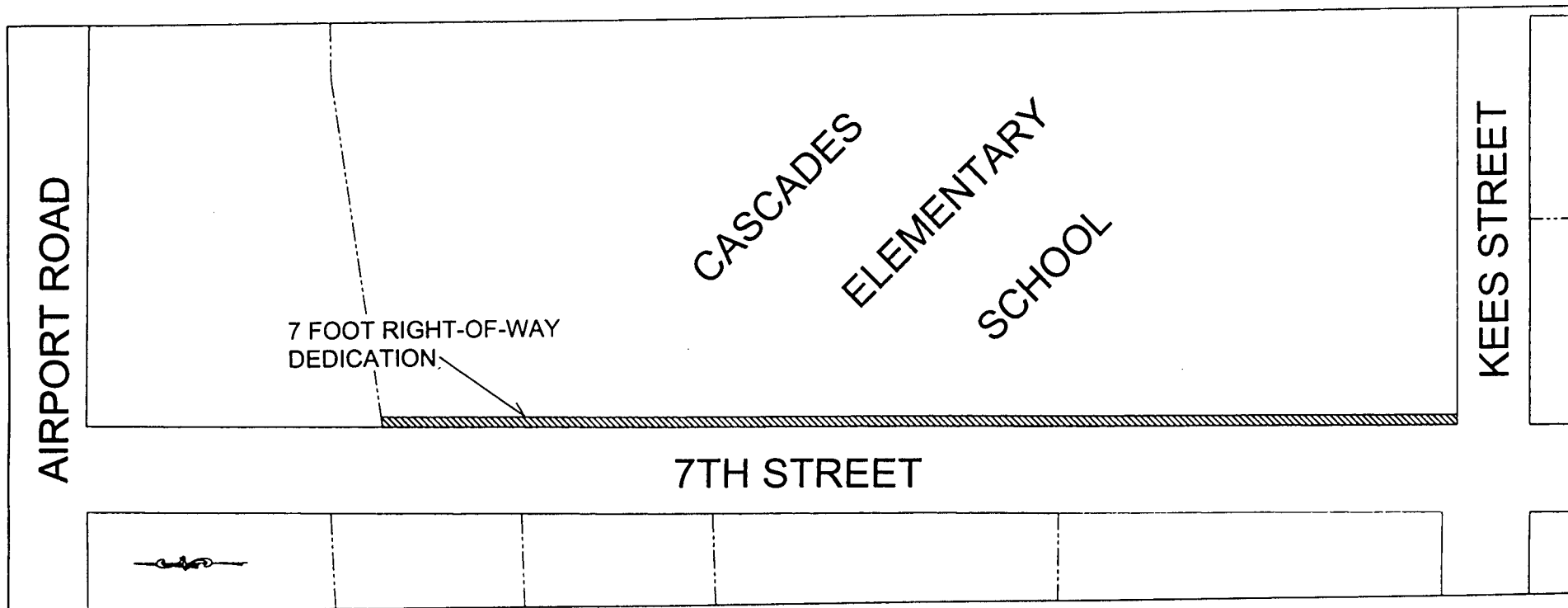
On the \_\_\_ day of \_\_\_\_\_, 2004, personally appeared KENNETH I. TOOMBS and JOHN E. HITT, who each being duly sworn, did say that the former is the Mayor and the latter is the Recorder for the City of Lebanon, a Municipal Corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its City Council, which accepted this easement on the \_\_\_ day of \_\_\_\_\_

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

My commission expires: \_\_\_\_\_



LEBANON COMMUNITY SCHOOL DISTRICT  
RIGHT-OF WAY DEDICATION FOR THE  
7TH STREET RECONSTRUCTION - PROJECT 04701



# Agenda Item 6





# CITY OF LEBANON

## ADMINISTRATIVE DEPARTMENT

### MEMORANDUM

TO: Mayor Toombs and City Council

DATE: 4/9/2004

FROM: John Hitt, City Administrator *JH*

SUBJECT: City Administrator Report

At the April 14<sup>th</sup> City Council meeting I will provide an oral update, and seek City Council direction on the following matters:

1. City Downtown Project
2. General Fund Revenue – Local Gas Tax Option
3. Reconsideration of PERS Reserves
4. Franchise Fee Revenue Option
5. FY 04/05 Budget Schedule
6. Miscellaneous Matters

# Executive Session

Per 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.

# Agenda Item 7

