

# LEBANON CITY COUNCIL AGENDA

Revised 8/7/17

August 9, 2017 (6:00 p.m.)

Santiam Travel Station  
750 3rd Street, Lebanon, Oregon

Mayor Paul Aziz

Councilor Jason Bolen  
Councilor Robert Furlow

Council President Bob Elliott  
Councilor Rebecca Grizzle

Councilor Floyd Fisher  
Councilor Wayne Rieskamp

## MISSION STATEMENT

*The City of Lebanon is dedicated to providing exceptional services and opportunities that enhance the quality of life for present and future members of the community.*

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## **CALL TO ORDER / FLAG SALUTE**

## **ROLL CALL**

## **APPROVAL OF COUNCIL MINUTES:** July 12, 2017 Regular Session Minutes

**CONSENT CALENDAR:** *The following item(s) are considered routine and will be enacted by one motion. There will not be a separate discussion of these items unless a Councilor so requests. In this case, the item(s) will be removed from the Consent Calendar and considered separately.*

**AGENDA:** Lebanon City Council Agenda – August 9, 2017  
**BOARD MINUTES:** Arts Commission – May 15, 2017  
Bike & Pedestrian Advisory Board – April 27, 2017  
Library Advisory Committee – June 13, 2017  
Parks Committee/Tree Board – April 11, 2017  
Planning Commission – June 21, 2017  
Senior & Disabled Services Advisory Committee – April 19, 2017

## **PROCLAMATION / PRESENTATION / RECOGNITION:**

- Patriot Day Proclamation, read by Mayor Aziz
- Preparedness Month Proclamation, read by Mayor Aziz
- Senior Center Month Proclamation, read by Mayor Aziz

**PUBLIC COMMENTS:** *The Council welcomes all respectful comments regarding the City's business. Citizens may address the Council by approaching the microphone, signing in, and stating their name and address for the record. Each citizen is provided up to 5 minutes to provide comments to the Council. The Council may take an additional two minutes to respond. The City Clerk will accept and distribute written comments at a speaker's request.*

**PUBLIC HEARING(S):**

**1) Annexation – Three Tax Lots on S. 9<sup>th</sup> Street (Rhoades)**

Presented by: Walt Wendolowski, Community Development Director

*Approval/Denial by ORDINANCE BILL NO. 2017-14, ORDINANCE NO. 2902*

**2) Revised City Fees Schedule**

Presented by: Linda Kaser, City Clerk, and Rob Emmons, Engineering Services Supervisor

*Approval/Denial by RESOLUTION NO. 2017-29*

**REGULAR SESSION:**

**3) Amending Resolution No. 2017-14 – Stormwater Drainage Utility Rates**

Presented by: Rob Emmons, Engineering Services Supervisor

*Approval/Denial by RESOLUTION NO. 2017-30*

**4) Proposed City Water Service Outside City Limits (2255 Stoltz Hill Road)**

Presented by: Rob Emmons, Engineering Services Supervisor

*Approval/Denial by RESOLUTION NO. 2017-31*

**5) Lebanon Downtown Association Agreement – Transient Room Tax Funding**

Presented by: Tina Huff, Finance Director (AIC)

*Approval/Denial by MOTION*

**6) Appointing City Manager as Certifying Officer (Linn County Housing Rehabilitation Block Grant Program)**

Presented by: Tina Huff, Finance Director (AIC)

*Approval/Denial by RESOLUTION NO. 2017-32*

**7) Lebanon Police Association Collective Bargaining Contract (July 1, 2017-June 30, 2020)**

Presented by: Frank Stevenson, Police Chief

*Approval/Denial by MOTION*

**8) Eclipse Report and Resolution to Temporarily Suspend Certain Permit Requirements**

Presented by: Gary Marks, City Manager, Walt Wendolowski, Community Development Director, and Frank Stevenson, Police Chief

*Approval/Denial by RESOLUTION NO. 2017-33*

**9) City Manager's Report**

Presented by: Gary Marks, City Manager

*Discussion*

Addition

**10) Discussion on Lebanon Community Schools District Board Consideration of a Construction Tax**

Presented by: Gary Marks, City Manager, and Walt Wendolowski, Community Development Director

*Discussion*

**ITEMS FROM COUNCIL**

**PUBLIC COMMENTS:** *An opportunity for citizens to comment on items of city business.*

**ITEMS FROM PRESS:** *An opportunity for the Press to ask questions pertaining to city business.*

**NEXT SCHEDULED COUNCIL MEETING(S)**

- September 13, 2017 (6 p.m.) Regular Session
- October 11, 2017 (6 p.m.) Regular Session

**ADJOURNMENT**

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# *Approval of Minutes*

**LEBANON CITY COUNCIL  
MINUTES – DRAFT  
July 12, 2017**

**Council Present:** Mayor Paul Aziz, Councilors Bob Elliott, Floyd Fisher, Robert Furlow and Wayne Rieskamp

**Staff Present:** City Attorney Tré Kennedy, City Clerk Linda Kaser, Police Chief Frank Stevenson, Community Development Director Walt Wendolowski and Assistant Finance Director Tina Huff

**CALL TO ORDER:** Mayor Aziz called the Regular Session of the Lebanon City Council to order at 6:00 p.m. in the Santiam Travel Station Board Room and led in the Pledge of Allegiance.

**ROLL CALL:** Roll call was taken with Councilors Bolen and Grizzle absent.

**APPROVAL OF CITY COUNCIL MINUTES**

*Councilor Elliott moved, Councilor Fisher seconded, to approve the June 14, 2017 Regular Session Minutes as presented. The motion passed unanimously.*

**CONSENT CALENDAR**

<b>AGENDA:</b>	City of Lebanon Council Agenda – July 12, 2017
<b>APPOINTMENTS:</b>	Planning Commission – Jeremy Salvage
<b>BOARD MINUTES:</b>	Arts Commission – April 17, 2017 Library Advisory Committee – May 9, 2017 Planning Commission – March 15, 2017
<b>LIQUOR LICENSE:</b>	Barsideous Brew Pub – New Outlet (Brewery Public House)

*Councilor Furlow moved, Councilor Rieskamp seconded, to approve the Consent Calendar as presented. The motion passed unanimously.*

**PROCLAMATIONS**

Mayor Aziz read the **ADA Proclamation** and reaffirmed that the City will continue to work toward full ADA compliance. He also proclaimed August 1<sup>st</sup> as **National Night Out**.

**PUBLIC COMMENTS**

Thomas Pouliot, 1350 Williams Street, submitted two Citizen Reporting forms regarding graffiti and a maple tree being damaged on Grove Street. Police Chief Stevenson shared that the department just started a work release program, which may help with graffiti removal. In response to Mayor Aziz's question, Stevenson stated that the amount of graffiti has not really changed but there is usually an increase during the summer.

Mr. Pouliot confirmed for Mayor Aziz that the maple tree is on private property but his concern is that the damage is getting so bad that the tree is dying. Stevenson indicated that he believes the Code Enforcement Officer has checked on this issue but he will look into it further.

## PUBLIC HEARING:

### 1) Annexation and Zoning of Property – Stoltz Hill Road (Staup)

*Mayor Aziz opened the Public Hearing at 6:11 p.m.*

City Attorney Kennedy read the quasi-judicial procedures and noted that they are also posted on the wall. There were no objections from the audience to the notice sent out in this case or to the jurisdiction of this body to hear and consider this case. There were also no declarations of ex parte contact, conflict or bias by any member of the Council.

Community Development Director Wendolowski presented a request to annex approximately 0.44 acres at 2245 Stoltz Hill Road to allow City sewer extension and to establish the Residential Mixed Density zone upon annexation. No comments were received from affected agencies, area property owners or the DLCD, nor was there opposition at the June 21, 2017 Planning Commission hearing. The Commission found that the application complies with the Development Code decision criteria and voted unanimously to recommend City Council approval of the request.

Responding to Councilor Elliott's question, Wendolowski stated that the applicant currently has well water but has the option to connect to City water in the future.

In response to Councilor Furlow's question regarding the neighboring City limit boundary, Wendolowski stated that City property is to the west of Stoltz Hill Road.

*Hearing no applicant testimony or public comments, Mayor Aziz closed the Public Hearing at 6:16 p.m.*

Kennedy read the title of ORDINANCE BILL NO. 2017-13, ORDINANCE NO. 2901. ***Councilor Elliott moved, Councilor Rieskamp seconded, to APPROVE ORDINANCE BILL NO. 2017-13, ORDINANCE NO. 2901, A BILL FOR AN ORDINANCE ANNEXING AND ZONING PROPERTY FOLLOWING CONSENT FILED WITH THE CITY COUNCIL BY LANDOWNERS IN SAID AREA PURSUANT TO ORS 222.120 AND ORS 111.170 File 17-04-11; DAVE & JOYCE STAUP. The motion passed unanimously.***

## REGULAR SESSION:

### 2) Amending Resolution No. 2017-18 – Levying Taxes for the FY 2017/18 Budget

Assistant Finance Director Huff presented a resolution that amends Resolution No. 2017-18 to reflect delinquent sewer and storm drain assessments.

Kennedy read the title of RESOLUTION NO. 2017-28. ***Councilor Furlow moved, Councilor Fisher seconded, to APPROVE RESOLUTION NO. 2017-28, A RESOLUTION AMENDING SECTION 1 OF RESOLUTION NO. 18 (2017 – LEVYING TAXES FY 2016-17) TO INCLUDE DELINQUENT SEWER AND STORM DRAIN ASSESSMENTS. The motion passed unanimously.***

### 3) City Manager's Report – Mayor Aziz shared that City Manager Marks is at the City Manager's Conference.

## ITEMS FROM COUNCIL

Mayor Aziz invited the Council to the Mayor's Conference reception on Thursday, July 27<sup>th</sup> and the Mayors on Main Street event on Friday. City Clerk Kaser indicated that she will send out an email invitation for the entire affair. Mayor Aziz commended Kaser for the great job she is doing on the event.

In response to Councilor Rieskamp's question about seating for Friday night, Mayor Aziz stated that people should bring their own chairs. Kaser added that there will be VIP bleacher seating for the mayors. There was a brief discussion about other possible seating options.

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Councilor Furlow expressed concern and asked for discussion about the escalating use of illegal fireworks. He suggested that the City do an informational campaign prior to July 4<sup>th</sup> of next year. Stevenson confirmed that fireworks vendors are only allowed to sell what is permitted in Oregon but people travel out of state to obtain illegal fireworks. The Fire Department campaigns a week or two prior to the Fourth of July. They and the Police Department monitor but it is very difficult to locate where the illegal fireworks are coming from. Responding to Councilor Furlow's question, Stevenson stated that he is unsure of whether any citations were issued. Stevenson said that he will work with the Fire Department to start their campaign a little earlier.

Mayor Aziz stated that he will work with Marks to get this scheduled as an agenda item. Kennedy added that he thinks Council direction and an informational campaign about possible consequences would be very helpful.

**PUBLIC COMMENTS** – *There were none.*

**ITEMS FROM PRESS** – *There were none.*

**NEXT SCHEDULED COUNCIL MEETING(S)**

- August 9, 2017 (6 p.m.) Regular Session
- September 13, 2017 (6 p.m.) Regular Session

**ADJOURNMENT**

*Mayor Aziz adjourned the Regular Session at 6:29 p.m.*

*[Minutes prepared by Donna Trippett]*

Minutes Approved by the Lebanon City Council on this 9<sup>th</sup> day of August 2017.

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Paul R. Aziz, Mayor	<input type="checkbox"/>
Bob Elliott, Council President	<input type="checkbox"/>

ATTESTED:

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Linda Kaser, City Clerk

# *Consent Calendar*



*Board & Committee*  
*Meeting Minutes*



# Lebanon Arts Commission Meeting Minutes

Monday, May 15, 2017 | 5:30  
Lebanon Public Library, 55 Academy Street,  
Community Meeting Room

- Call to Order
  - Commission members present: Gary Marks, Jenni Grove, Cassie Cruze, Dan Simmons, Sheree Speaks, Keith Kutch and Lori McNulty
- Approved April 17, 2017 meeting minutes
- Strawberry Plaza Art Boards Program:
  - Gary presented the Art Board Application
  - First application deadline: July 11, 2017, artwork due 90 days of acceptance
  - Publicize application (hard copy and electronic on the City website)
  - Call for submissions every three months after July 11 for the 2017 rotation.
- The Great Quirky Turkey Pageant:
  - Possible form suppliers:
    - DSD Decoys (based in Lebanon), Cow Painters (based in Chicago), Sprayfoam Inc. (based in Albany)
  - Due to time constraints, summer of 2018 will be the target time frame for this project.
  - Gary Marks and Dan Simmons will meet with DSD Decoys and get details.
- Downtown Buildings Mural Program:
  - Brought up business owners desire to have murals on the side of buildings (Military themed mural request at Elks Lodge, small downtown plaza)
  - Discussed Commissions role in facilitating mural projects and sharing artwork portfolios from muralists to suggest to business owners. Gary offered to bring a mural project form for business owners to refer to.
- Next Meeting Tentative Agenda Items: Downtown Buildings Mural Program application form, Strawberry Plaza Stage Program
- Future Meeting Dates
  - Monday June 19<sup>th</sup>, 2017 at 5:30 pm, Lebanon Public Library Community Room
- Public Comment
  - None
- Further Discussion:
  - Use of Strawberry Plaza Stage for poetry readings, open mic nights and scheduled performances.
- Meeting adjourned at 6:28 pm



**City of Lebanon  
Bike & Pedestrian Advisory Board Minutes  
April 27, 2017**

**Members present:** Damon Tempey, Roger Munk, Jim Ruef and Robert Waterhouse

**Called to order:** 7:03 pm

**Approval of Minutes:** The February 23, 2017 minutes were unanimously approved.

**Reports:**

- Membership – Damon’s term is limited. Roger will re-apply. Bob Thomas will need to re-apply also.
- Oregon Mayor’s Conference – City requested top 5-10 routes for biking walking
  - Damon will check to see if the City will do map
  - Robert will work on walking routes
  - Roger will work on biking routes
- Transportation System Plan – we discussed and made suggestions on connectivity priorities for Jim to bring to next TSP May 9th.

**Next meeting:** June 8<sup>th</sup> at 7:00 pm

**Adjourned:** 8:00 p.m.

*Submitted by Roger Munk, secretary*



**Minutes**  
**Lebanon Public Library**  
**Advisory Board Meeting**  
**June 13, 2017**

The meeting was called to order at 4:35 pm by Garry Browning, chair.

Present: Garry Browning, chair; Virginia Cloyd; JonLee Joseph; Kelvin King; Jim Reuf; Kendra Antila, newly appointed library director; and Carol Dinges, library director.

Minutes of the May 9, 2017, meeting were approved as presented.

**Library director's report:**

The board reviewed the May 2017 full statistics report.

There was some discussion about whether the low number of inter-library loans justified the expense of continuing to offer this service. Both Kendra and Carol felt that it is an important service to offer, even though the demand has diminished with the options of Passport cards and other sources of information.

The board also had questions about how and why the library proctored exams. Kendra explained that some students taking college classes need to take exams outside the regular classroom, and most libraries offer this service. While some libraries charge for this service, Lebanon does not.

**Updates:**

Carol introduced Kendra Antila, who will be assuming the position of library director on July 1. Kendra has worked at the library for 15 years, and has been the circulation lead for many of those years.

The Summer Reading Program events and activities will begin next week and continue through the middle of August. This year's schedule includes outdoor storytimes on Tuesday mornings, the performer and event series on Thursday mornings, and teen/tween book club on Tuesday afternoons during the month of July.

New procedures for money handling have been implemented. Because of continuing delays in setting up a system to input all income data directly into the City's financial software system (Springbrook), that plan was scuttled in favor of reprogramming the existing cash register and modifying existing procedures. All income (fines, fees, donations, grants, etc.) will now be entered in the cash register, and all patrons will be given receipts for all payments, including very small amounts (i.e., 20¢ fines).

Also, a new “chip ready” credit card terminal was purchased, which has streamlined the procedure for handling credit and debit payments.

Friends of the Library report:

JonLee reported that the Friends of the Library voted to donate \$500 for the purchase of board books and \$350 for replacement parts for learning kits. These funds should cover costs for two years. There were questions about what board books were and why they needed to be replaced so frequently. Carol explained that they are books designed for babies and toddlers, with thick cardboard pages that are easy for very small children to handle. Unfortunately, very small children tend to chew the books, so volunteers sanitize them frequently. Thus, these books have a short shelf life.

The Friends accept donations of used books for their book sales – donations can be dropped off at the circulation desk.

Unfinished business: None.

New business:

Carol and Kendra asked what kind of statistics reports the board wanted to continue to receive. Board members felt that the full monthly report and the three-year comparison reports were most useful to receive at every meeting, but that the financial report was only needed quarterly.

The board also agreed that the meeting schedule should be changed to bi-monthly, beginning in July. Meetings will be held in July, September, November, January, March and May. Additional meetings may be scheduled as warranted.

Board members requested an update on the Sensitive Topic kits and resources that were purchased through the grant from Samaritan Lebanon Community Hospital – how well are these being used? Carol said that we are getting a lot of positive feedback from parents and some teachers about how they are exactly what they need (especially the kits). She will prepare a circulation report.

Public comments: None.

Announcements:

Board members are invited to Carol’s retirement party at 4:00 pm on Thursday, June 29, in the library Community Room.

Board members expressed their welcome to Kendra and thanks to Carol.

The meeting was adjourned at 5:35 pm. The next meeting will be on July 11.



# Parks Committee / Tree Board Meeting

Minutes – April 11, 2017

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**Committee Members Present:** Thad Nelson, Rod Sell, Ronn Passmore and Kathleen Koch

**Council Advisory Member Present:** Council President Bob Elliott

**Staff Members Present:** Maintenance Division Director Jason Williams and Development Services Technician Tammy Dickey

**Call to Order:** Chair Passmore called the meeting to order at 12:00 p.m. at the Santiam Travel Station. Committee Members were absent.

**Approval of Minutes:** Nelson moved, Sell seconded, to approve the February 7, 2017 Regular Meeting Minutes as presented. The motion passed unanimously.

**Public Comments:**

Warren Beeson presented information on Dog Parks from other cities and mentioned the need for one in Lebanon. Nelson talked about the property on Tennessee Road that is intended to be a Dog Park, however the person champion the project no longer lives here and a new champion is needed. Nelson also mentioned the need for donations and community involvement. Williams suggested a special evening meeting inviting the community. Passmore asked Mr. Beeson to work with staff and come up with a design and schedule a meeting in the near future. Koch mentioned the idea of possibly having a company from Oregon sponsor the Park. Passmore believes donations will come in from the community.

**Old Business:**

Arbor Day will be held April 19, 2017 at 2:00 p.m. at Christopher Columbus Park. Six trees on the approved tree list will be planted by the Maintenance Department and the Boys and Girls Club.

Cheadle Lake Property Ownership transfer is complete. The title company has the documents and July 1<sup>st</sup> will be the official date of transfer. Nelson asked about staffing and resources from the City. Williams commented that there will be further discussion on this.

Williams gave an update on Strawberry Plaza. Final concrete grading is complete, steel work is done, barn wood is being installed and work has begun on the stage.

**New Business:**

None

**Next Meeting:**

The next meeting is tentatively scheduled for **July 11, 2017** with a possible noon start time.

**Adjourn:** Chair Passmore adjourned the meeting at 12:45 p.m.

*Respectfully submitted by: Tammy Dickey, Development Services Technician*

THE CITY THAT FRIENDLINESS BUILT



**City of Lebanon**  
**Planning Commission**  
**Meeting Minutes**  
**June 21, 2017**

**Members Present:** Chairman Jeremy Salvage, Commissioners John Brown, Brian Daniels, David McClain and Todd Prenoveau; and, Alternates Samuel Brackeen IV and Joshua Galka.

**Staff Present:** Community Development Director Walt Wendolowski, AICP; City Attorney Tre' Kennedy.

**1. CALL TO ORDER/ FLAG SALUTE**

Chairman Salvage called the meeting of the Lebanon Planning Commission to order at 6:00 pm in the Santiam Travel Station Board Room at 750 3<sup>rd</sup> Street and led the assembly in the flag salute.

**2. ROLL CALL**

Roll call was taken. Vice-Chair Don Robertson and Commissioner Brenda Hall were excused; a quorum was declared.

**3. APPROVAL OF MEETING MINUTES**

The March 15, 2017 Meeting minutes were approved as submitted.

**4. CITIZEN COMMENTS - None**

**5. PUBLIC HEARING: Planning File 17-02-05**

Chairman Jeremy Salvage opened the hearing. City Attorney Kennedy announced that the quasi-judicial hearing procedures apply and outlined the hearing process. Salvage asked if there were any *ex parte* contacts, conflicts or bias. Seeing none, Salvage directed staff to proceed.

Wendolowski presented the staff report noting the property's location on Stoltz Hill Road, size and existing development. The applicant wishes to annex the parcel into the City limits. As part of the Annexation, the property would automatically be rezoned to Residential Mixed Density. The purpose of the annexation is to extend public sewer to the property. The Department mailed notice of the application to affected agencies, area property owners and the DLCD. No comments were submitted.

Wendolowski noted the decision criteria for an annexation are found in the Lebanon Development Code: Chapter 16.26. He stated specific criteria and findings are contained in the staff report and provided a brief summary:

- Property lies within UGB
- Land within the City limits is located to the west.
- Being within the UGB the Plan recognizes this property as necessary to accommodate urban growth.
- The single needed service – sewer - can be extended to the site.

Upon annexation, the property is assigned a zone consistent with the Comprehensive Plan designation, in this case, Residential Mixed Density.

Chairman Salvage asked if there were any questions of staff. Commissioner McClain asked whether the applicant intends to connect to City water; Wendolowski noted that might occur in the future. McClain also asked staff to identify the City limits with Wendolowski stating it is on the west side of Stotlz Hill Road.

Commissioner Brackeen IV asked how the Commissioners could verify zoning on the site and whether the home is allowed. Wendolowski provided background on the Plan map and zoning, concluding the existing use is consistent with the zone. Chairman Salvage asked about the location of the sewer and water lines. Wendolowski believed they were located on the west side of the Road (*Editor's Note: sanitary sewer is on the west side of the Road and north of the site; City water on the east side.*).

Brackeen IV asked where the Annexation regulations could be obtained. Wendolowski stated the Annexation Ordinance references the Comprehensive Plan and Development Code and these are both included in the staff report. He also stated that there will be a training session for new members that will review this material as well as reviewing your roles as responsibilities as Commission members.

McClain asked whether the sewer connection was the sole purpose of the annexation. Wendolowski stated yes also noting annexation is required for the connection. He also stated the Council may extend sewer outside City limits to address a health hazard issue; this applied to the request. City Attorney Kennedy noted this occurred on occasion, especially in the Russell Drive area. He also stated Council does not force owners to annex.

Seeing no further questions of staff, Salvage effectively noted there was no one in the audience and closed the public testimony and moved to deliberations. No discussion or comments followed. Salvage then asked for a motion. Commissioner McClain made a motion to recommend Council approval of Planning File 17-04-11 subject to the findings in the staff report. Commissioner Daniels seconded the motion.

***The motion passed 7-0.***



## 6. COMMISSION BUSINESS & COMMENTS

Wendolowski introduced the three new Commission members: Todd Prenoveau as a Permanent member, Joshua Galka as an Alternate and Samuel Brackeen IV as an Alternate. Each new member provided a brief personnel background.

In conversation with Chairman Salvage, Wendolowski recommended the Commission postpone discussion of the private street standards until such time they review potential amendments to the Transportation System Plan. It did not make sense to potentially “re-invent the wheel” and make further changes. The Commission agreed. Wendolowski provided an update on the status of the TSP noting they are looking at alternatives to various issues. All members will be provided updated memorandums. No major issues to date, but some concerns with an airport expansion across Airport Road and possible change in the truck route.

Otherwise, there are no big projects on the horizon. Budget looks good for this and next year and staff will be retained. The old Ford dealer is now being modified and the East Airport Road extension has started. Wendolowski again reminded new members that a training session will be held. Wendolowski also noted potentially the last night for Kris’s Kitchen as they are closing shop – an alternative will be pursued.

Chairman Salvage requested an update on Mill Race. Wendolowski noted the Council amended the NW URD to allow the City to enter into development agreements with individual developers and also passed an agreement to assist with the public facility improvements for Mill Race. Any funds generated for reimbursement will be generated by the Mill Race property and not the entire URD. Salvage asked when they may start; Wendolowski noted likely this summer. Wendolowski also noted the annual Mayor’s Conference will be held in Lebanon at the end of July. The event is being supported by the Lebanon Downtown Association.

Commissioner Galka asked a question concerning staff reports. Wendolowski noted they must be available – by law – at least 7-days prior to the meeting. We also attempt to mail them out at that time. We can send via e-mail, although larger packets are usually mailed. Further, once a packet is received, the Commission may discuss the report and other material with staff.

## 7. ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:26 pm.

*[Meeting minutes prepared by Walt Wendolowski, AICP]*



## Senior Services

Senior Center and Dial-a-Bus  
80 Tangent Street  
Lebanon OR 97355  
(541) 258-4919 ~ fax (541) 258-4956  
[www.ci.lebanon.or.us](http://www.ci.lebanon.or.us)

### ADVISORY BOARD MEETING

April 19<sup>th</sup>, 2017

## MINUTES

Members Present: Anita Johnson, Angie Kutsch, Cleora Wymore, Fran Bonnarens, Darlene Johnson, Mac McNulty, Hank Chambers, Bob Elliott and Kindra Oliver

#### 1. WELCOME:

The meeting opened at 10:00 a.m.

#### 2. MINUTES:

*Anita moved, Cleora seconded to approve the minutes from the January 18<sup>th</sup>, 2017 Advisory Board meeting. Motion passed unanimously.*

#### 3. REPORTS:

##### Meal Site:

- Tori is currently looking for volunteer drivers to help with the routes for Meals-on-Wheels.

##### Senior Center:

- Karen's last day is April 20<sup>th</sup> and we will be having a party for her from 3:30-5:00, at the Senior Center.
- We're currently recruiting to fill the .8 FTE Dial-a-Bus Dispatcher/Scheduler/Receptionist position. We hope to conduct interviews in early May and have the new person start 2-3 weeks later.
- We made it through another tax season. It was a busy one, too! Alice didn't have the numbers compiled yet, but would email the group once they are available.
- Rebecca is now Chair-Chi certified and facilitating classes once a week.
- In addition to our regular and on-going activities and classes, we are adding a new monthly Brain Fitness class. We are also adding a video-based education/history series on various topics, such as history (ancient history, British History, etc.. ), earth/nature, social movements, exploration, inventions, people in history, etc.
- Events and activities can be found on the City website and on our Facebook page.

##### Dial-a-Bus:

- We continue to move further along with our Transit Development Plan (TDP) and have a draft service design for the Deviated Fixed-Route. We had TDP information available at the Biz Expo last week as well. The consultants have done a great job

compiling information thus far and laying the groundwork to develop the goals, objectives and strategies that will help shape the plan. Our next meeting will be in May.

#### **4. NEW BUSINESS:**

- We have four board members that have terms expiring as of June 30<sup>th</sup>, 2017. The City will be recruiting for open positions for all City Advisory Boards. I have applications for all who would like to apply to be reappointed. All applications need to be submitted by 5:00 pm, on May 12<sup>th</sup>, to City Hall.

#### **5. CONTINUING BUSINESS:**

- Kindra has emailed out more Senior Center policies. Please continue to let her know if there are any suggested changes, questions, additions or concerns about anything that has been sent out thus far. Once all are complete and in draft form for review, we can move forward with a formal approval on them all at once. These won't all be ready for final review until later this fall.
- City Council held a Goal Setting Session on February 22<sup>nd</sup>. Department Directors were asked to complete a list of short term and long term goals for our respective departments. As requested at our last Advisory Board meeting, here are the short and long-term goals for the Senior Center and the Dial-a-Bus. Some of these are costly and are long-term things to look at in order to determine if they're even feasible, but many of these are things we're working on currently.
  - Complete the Transit Development Plan and implement the new service design for the transportation program.
  - Maintain an excellent reputation of service at the Senior Center and expand offerings for programs, classes, activities and workshops.
    - Regular Brain Fitness classes/activities to enhance and improve brain power through a research-based series and regular meetings.
    - Increase our meaningful intergenerational programming with local schools and the Boys & Girls Club collaborating with one another, resulting in positive outcomes for all.
    - Increase our joint programming with the Lebanon Public Library. The joint programs we have recently offered with the Library has resulted in an increased public awareness that benefits both departments.
    - After-hours information/social time with senior population that is still working (50-65+) getting them connected with resources and information for themselves or their parents.
    - Continue working with medical students from Comp NW to offer workshops, classes and miscellaneous programs, as their time allows.
    - More exercise programs, including Tai Chi at least 2 days a week, with a certified instructor.
    - Cooking classes, specializing in cooking healthy meals in small quantities.
    - More computer, i-phone, i-pad, tablet classes to keep up with changes in technology.

- Market and Promote The Senior Center Programs and Transportation Services
  - With implementation of our enhanced transportation service design in 2017, we will have the ability to accommodate more rides/riders in our community. We will be marketing the transportation program in the next few months.
  - The Senior Center Director and Activities Planner need to continue to do more outreach in the community and enhance relationships with our local partners to promote offerings at the Senior Center and continue to spread awareness to get more people engaged and participating in the activities, classes and workshops.
- Revamp our Fix-it-Brigade program, possibly reaching out to some community partners to assist with the upkeep and minor repairs of senior homes and help with weatherizing homes. There used to be some grant funding for grab bars, smoke detectors, etc.. to help seniors ensure their homes are safe. We would also like to work with a local youth service organization on a regular basis to offer our senior community a leaf raking, light yard work service a couple of times each year. There are quite a few options we can consider when redefining this effort.
- Launch Senior Volunteer Peer program to check in on those who are home-bound or recovering from an injury or illness. We have looked at other models and this can be a successful program that has proven to be life-changing in other communities. The program would include regular phone calls to check in on participating seniors and let them know someone is thinking about them. Should the need arise, we would connect the senior to available resources and/or reach out to other agencies to do a home check or assist the home-bound senior with their needs. There are many variables to this program, including advocacy, and would be dependent on a small core-group of volunteers.
- Assist other organizations sharing our same mission in helping seniors and those with disabilities in our community with opportunities for healthy aging.
  - Continue to partner with the Council of Governments Senior Services Agency meal site and meals-on-wheels program in order to preserve and expand their efforts in serving nutritious hot meals at the Senior Center meal site and to those in our community who are home-bound.
  - Work with Volunteer Caregivers of Albany to keep their momentum moving forward to help serve East Linn County with rides to those in our community to get to medical appointments outside the City of Lebanon and during hours that public transportation isn't available.
  - Continue to partner with Samaritan Hospital and other agencies to host workshops and educational classes to get

health and wellness related information to our senior community.

- Improve outdoor seating area by adding protection for shade during the warmer months and from rain in the colder months, by installing a pergola over the existing four benches on the south side of the building, next to the raised garden beds. We would also like to add a cement from the sidewalk to the bench area for disabled access.
- Consider the possibility of implementing a volunteer transportation program. There is a large, un-met need for transportation for seniors and others living outside the city limits of Lebanon to get to medical appointments, grocery shopping, banking and social and recreational opportunities. Our current transportation program operates inside the city limits of Lebanon and we don't have additional grant funding to accommodate requests outside of the City limits. We do have a 7-passenger van with a wheelchair lift that could be used to serve these requests outside of our regular transportation operation, if we had a volunteer program in place. We do refer many of these requests to the Volunteer Caregivers of Albany organization, but they're not able to fulfill all of the requests.
- Currently only the front office and upper portion of the Senior Center have controlled air conditioning. During the summer months the auditorium, kitchen and lower classrooms can get very hot and it is hard to cool down that space with fans, etc.. We try to schedule activities accordingly during these months and some seniors aren't able to partake in regular activities and meals on very hot days. We also use the Senior Center as a cooling center on days with extreme heat, but only able to offer the portion of the Senior Center that does have air conditioning.
- Replace flooring in the auditorium and adjoining classrooms where senior exercise classes take place. Currently we have a concrete slab floor with tile overlay. We would like to purchase and install a rubber or vinyl floor that will offer shock absorption and be easy on senior joints, as well as offer a safer surface should a fall occur. We would be able to offer more exercise classes and participant levels would increase if we had proper flooring/accommodations.
- Look into the possibility to reconfigure existing space to expand our arts and crafts programming and accommodate a fixed-space for a wood working, ceramics and paint studio, and crafting room for knitters, quilters and other crafters.

## **7. ADJOURNMENT:**

*Fran moved, Cleora seconded to adjourn.*

Next Meeting: July 19<sup>th</sup>, 2017

*Proclamation/Presentation/*  
*Recognition*



"Patriot Day" – September 11, 2017

National Day of  
Service and Remembrance  
**PROCLAMATION**

---

**WHEREAS**, the terrorist attacks that occurred on September 11, 2001 changed America forever. Thousands of innocent lives were lost in these terrible events, but in no way was this tragic day a defeat for our country; and

**WHEREAS**, instead of dividing our nation, or crushing our resolve, September 11, 2001, unified our country, strengthened our resolve and deepened our commitment to liberty, equality and justice; and

**WHEREAS**, out of this tragedy flowed generosity, hope and unity while citizens nationwide demonstrated extraordinary bravery and compassion. The people of America gained a new appreciation of what it means to be a hero and a patriot by witnessing the unwavering loyalty of our firefighters, police, medical emergency personnel, first-responders and individuals who put the safety of their co-workers and friends above their own; and

**WHEREAS**, we take time to acknowledge those left behind who have worked diligently to honor the memories of all victims.

**THEREFORE**, in memory of the heroes whose lives were so tragically lost, and in special recognition of courageous men and women everywhere who selflessly risk their own lives to save others and protect our liberty, I, Paul R. Aziz, Mayor of the City of Lebanon, do hereby proclaim September 11, 2017 as "**PATRIOT DAY AND NATIONAL DAY OF SERVICE AND REMEMBRANCE**" and call upon all citizens to observe this day with gratitude and patriotism and to make a personal pledge to honor and cherish the freedom that defines America.

---

Paul R. Aziz, Mayor  
City of Lebanon, Oregon

*In Witness Whereof, I Hereunto Cause the Great Seal of the  
City of Lebanon to be affixed on this 9<sup>th</sup> Day of August 2017.*

---

Linda Kaser, City Clerk



# September 2017 PREPAREDNESS MONTH PROCLAMATION

**WHEREAS**, the U.S. Department of Homeland Security, along with other federal, state, local, private and volunteer agencies, is working to deter, prevent, and respond to all types of natural and technological emergencies; and

**WHEREAS**, the City of Lebanon recognizes that we are all susceptible to such emergencies and demonstrates a broad-based need for citizens of Lebanon to have a plan for response and recovery in the event of an emergency; and

**WHEREAS**, "Preparedness Month" creates an important opportunity for our community to learn more about preparing for all types of emergencies; and

**WHEREAS**, all citizens are encouraged to take preparedness measures before, during, and after a major emergency by making preparedness a priority in their schools, businesses, communities and homes by following four simple steps: *Build an Emergency Kit, Make an Emergency Plan, Be Informed, Get Involved*; and

**WHEREAS**, the Lebanon community is encouraged to participate in citizen preparedness activities and to review the Oregon Office of Emergency Management Web site at <http://www.ready.gov/be-informed> for preparedness information.

**NOW THEREFORE**, as Mayor of the City of Lebanon, and in support of National Preparedness Month, I do hereby proclaim September 2017, **PREPAREDNESS MONTH** in the City of Lebanon, Oregon.

---

Paul R. Aziz, Mayor  
City of Lebanon, Oregon

*In witness whereof, I hereunto cause the great seal of the  
City of Lebanon to be affixed on this 9<sup>th</sup> day of August, 2017.*

---

Linda Kaser, City Clerk





# September 2017 National Senior Center Month *Masters in Aging!* *Proclamation*

Whereas, older Americans are significant members of our society, investing their wisdom and experience to help enrich and better the lives of younger generations; and

Whereas, the Lebanon Senior Center has acted as a catalyst for mobilizing the creativity, energy, vitality, and commitment of the older residents of Lebanon, Oregon; and

Whereas, through the wide array of services, programs, and activities, senior centers empower older citizens to contribute to their own health and well-being and the health and well-being of their fellow citizens of all ages; and

Whereas, the Lebanon Senior Center affirms the dignity, self-worth, and independence of older persons by facilitating their decisions and actions; tapping their experiences, skills, and knowledge; and enabling their continued contributions to the community;

Now, therefore, I Paul R. Aziz, Mayor of Lebanon do hereby proclaim September 2017 **National Senior Center Month** and call upon all citizens to recognize the special contributions of the senior center participants and the special efforts of the staff and volunteers who work every day to enhance the well-being of the older citizens of our community.

---

*Paul R. Aziz, Mayor of Lebanon, Oregon*

*In Witness Whereof, I Hereunto Cause the Great Seal of the City of Lebanon to be affixed on this 9<sup>th</sup> Day of August 2017.*

---

Linda Kaser, City Clerk

# Agenda Item 1



925 S. Main Street  
Lebanon, Oregon 97355

TEL: 541.258.4906  
cdc@ci.lebanon.or.us  
www.ci.lebanon.or.us

# MEMORANDUM

## *Community Development*

To: Lebanon City Council  
From: Walt Wendolowski, AICP  
Community Development Director  
Subject: Annexation and Zoning of Property  
Planning File: 17-06-22  
Applicant: Jeremy Rhoades

Date: August 2, 2017

This is a request by the property owner to annex approximately 0.56 acres of land to the City. The subject area consists of three adjacent parcels located at the northeast corner of the intersection of South 9<sup>th</sup> Street and B Street. The annexation will allow potential development of the site for urban-level uses; however, a concurrent development request was not submitted.

The Lebanon Comprehensive Plan Map designates the subject land as Residential Mixed Density (C-RM), and as required by the Lebanon Development Code, the land is assigned the Residential Mixed Density (Z-RM) zone upon annexation.

The Planning Commission conducted a public hearing regarding this annexation on July 19, 2017, finding the application complies with the decision criteria contained in the Lebanon Development Code and voted unanimously to recommend City Council approval of the application. Exhibit "B" of the attached Ordinance contains the Planning Commission findings in support of the request. Staff will review the material at the public hearing.

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

A BILL FOR AN ORDINANCE ANNEXING AND ) ORDINANCE BILL NO. 2017-14  
ZONING PROPERTY FOLLOWING CONSENT )  
FILED WITH THE CITY COUNCIL BY )  
LANDOWNERS IN SAID AREA PURSUANT TO ) ORDINANCE NO. 2902  
ORS 222.120 AND ORS 222.170 )  
FILE 17-04-11; JEREMY RHOADES )

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

**WHEREAS**, on July 19, 2017, the Planning Commission for the City of Lebanon conducted a hearing on Planning File No. 17-06-22, making findings recommending annexation of the subject property and establishment of the Residential Mixed Density (Z-RM) zone; and

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

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

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

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

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

Reserved for  
Recording

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

Passed by the Lebanon City Council and executed by the Mayor on this on this 9<sup>th</sup> day of August, 2017 by a vote of \_\_\_\_yeas and \_\_\_\_nays.

CITY OF LEBANON, OREGON

\_\_\_\_\_  
Paul R. Aziz, Mayor   
Bob Elliott, Council President

ATTESTED BY:

\_\_\_\_\_  
Linda Kaser, City Clerk

## EXHIBIT A

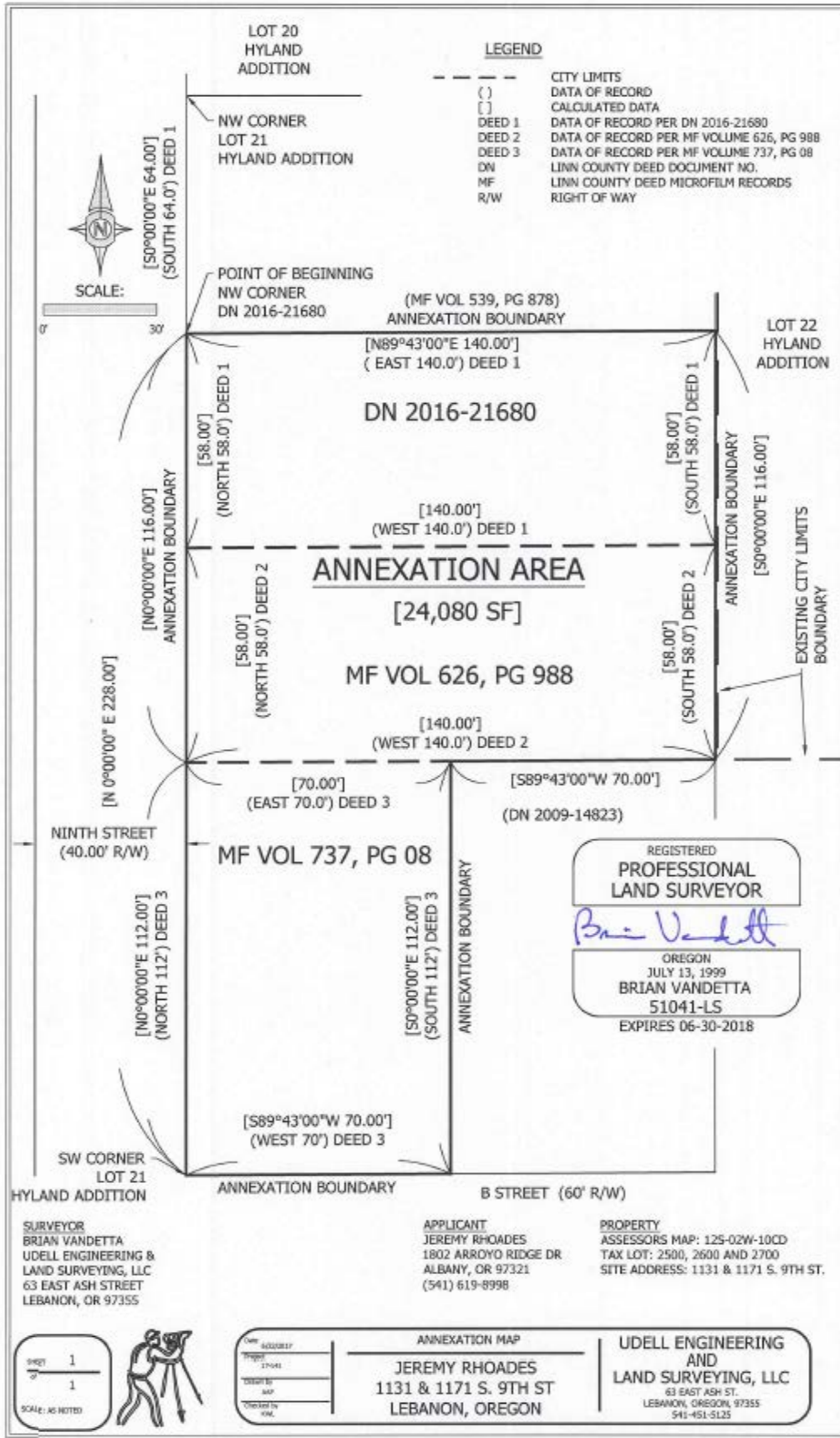
### ANNEXATION LEGAL DESCRIPTION & MAP

The lands described in Linn County deed document No. 2016-21680, Linn County deed microfilm records volume 626, page 988 and Linn County deed microfilm records volume 737, page 08 and being in the Southwest corner of Section 10, Township 12 South, Range 2 West, Willamette Meridian, Linn County, Oregon.

Being more particularly described as follows:

Beginning at the northwest corner of the land described in Linn County deed document No. 2016-21680, also being on the east right-of-way of Ninth Street and bearing South 0°00'00" East 64.00 feet along said east right-of-way from the Northwest corner of Lot 21 in Hyland Addition; thence leaving said east right-of-way, along the North line of that land described in said deed document No. 2016-21680, North 89°43'00" East 140.1 feet to the northeast corner of that land described in deed document No. 2016-21680; thence South 0°00'00" East 116.00 feet to the southeast corner that land described in Linn County deed microfilm records volume 626, page 988; thence along the south line of that land described in said deed microfilm record volume 626, page 988, South 89°43' 00" West 70.00 feet to the Northeast corner of that land described in Linn County deed microfilm records volume 737, page 08; thence along the east line of that land described in said microfilm record volume 737, page 08, South 0°00'00" West 112.00 feet to a point on the north right-of- way of B Street, also being the Southeast corner of that land described in said deed microfilm record volume 737, page 08; thence along said north right-of-way, South 89°43'00" West 70.00 feet to the intersection of said north right-of-way with the said east right-of-way of Ninth Street; thence along said east right-of-way, North 0°00'00" East 228 .00 feet to the point of beginning.

This legal description is based on Linn County Survey No. 10418.



## EXHIBIT B

### LEBANON CITY COUNCIL FINDINGS

#### I. NATURE OF THE APPLICATION

This matter comes before the Lebanon City Council on the application of the Jeremy Rhoades to annex property and establish the Residential Mixed Density (Z-RM) zone on the newly annexed property.

#### II. BACKGROUND INFORMATION

##### A. Site Location

The subject area consists of three adjacent parcels located at the northeast corner of the intersection of South 9<sup>th</sup> Street and B Street. The area includes: 1131 South 9<sup>th</sup> Street (Township 12 South; Range 2 West; Section 10CD; Tax Lot 2500); 1171 South 9<sup>th</sup> Street (Township 12 South; Range 2 West; Section 10CD; Tax Lot 2700); and, land at Township 12 South; Range 2 West; Section 10CD; Tax Lot 2600.

##### B. Site Development and Zoning

Both 1131 and 1171 South 9<sup>th</sup> Street contain a single-family home while Tax Lot 2600 is vacant. All three front a public street and available services are limited to private wells and septic systems. The subject area contains 0.56-acres and is designated Residential Mixed Density (C-RM) in the Lebanon Comprehensive Plan.

##### C. Adjacent Zoning and Land Uses

Land to the east/northeast is zoned Residential Mixed Density and contains the Lebanon First Assembly of God Church. The remaining adjacent property is located within Linn County, designated Residential Mixed Density and contains single family homes on large lots or parcels.

##### D. Proposal

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

#### III. PUBLIC HEARING

##### A. Planning Commission Action

On July 19, 2017, the Lebanon Planning Commission held a public hearing on this application. At the hearing, Planning File 17-06-22 was made a part of the record. The City noticed the hearing pursuant to Chapter 16.20 of the Lebanon Development Code. No objection was raised as to jurisdiction, evidence or testimony presented at the hearing. At the conclusion of the hearing, the Planning Commission deliberated on the issue and voted to recommend the City Council approve the proposed Annexation and establishment of the



Residential Mixed Density zone. The Commission found the proposed changes consistent with the applicable decision criteria.

B. City Council Action

On August 9, 2017, the Lebanon City Council held a public hearing on this application. At the hearing, Planning File 17-06-22 was made a part of the record. Notice of the hearing was provided pursuant to Chapter 16.20 of the Lebanon Development Code. No objection was raised as to jurisdiction, evidence or testimony presented at the hearing. At the conclusion of the hearing, the City Council deliberated on the issue and voted to approve the proposed Annexation and establishment of the Residential Mixed Density zone. The Council found the proposed requests consistent with the applicable decision criteria.

#### IV. FINDINGS OF FACT-GENERAL

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

- A. The applicant is Jeremy Rhoades.
- B. The subject area consists of three adjacent parcels located at the northeast corner of the intersection of South 9<sup>th</sup> Street and B Street. The area includes: 1131 South 9<sup>th</sup> Street (Township 12 South; Range 2 West; Section 10CD; Tax Lot 2500); 1171 South 9<sup>th</sup> Street (Township 12 South; Range 2 West; Section 10CD; Tax Lot 2700); and, land at Township 12 South; Range 2 West; Section 10CD; Tax Lot 2600.
- C. Total area is 0.56 acres.
- D. Both 1131 and 1171 South 9<sup>th</sup> Street contain a single-family home while Tax Lot 2600 is vacant. All three front a public street and available services are limited to private wells and septic systems.
- E. The property is designated Residential Mixed Density (C-RM) in the Lebanon Comprehensive Plan.
- F. Land to the east/northeast is zoned Residential Mixed Density and contains the Lebanon First Assembly of God Church. The remaining adjacent property is located within Linn County, designated Residential Mixed Density and contains single family homes on large lots or parcels.
- G. The applicant is requesting approval to annex the property, establishing the Residential Mixed Density (Z-RM) zone.
- H. The decision to approve or deny shall be based on criteria contained in the Lebanon Development Code, Chapter 16.26 – Annexations.

## V. APPLICATION SUMMARY

- A. The request would annex the three parcels and establish the Residential Mixed Density (Z-RM) zone. The purpose of the annexation is to allow eventual development of the property for urban uses.
- B. The Department mailed notice of the application to affected agencies, area property owners and the Department of Land Conservation and Development. City Engineering services reviewed the request and offered no comments. Linn County requested the annexation extend to the center of 9<sup>th</sup> Street.

## VI. CRITERIA AND FINDINGS

- A. The subject area is located within the City's Urban Growth Boundary (UGB) and is eligible for annexation into the City limits. Annexation application and review requirements are contained in Chapter 16.26 of the Lebanon Development Code. Annexations require a hearing before the Planning Commission and City Council. The purpose of the Commission hearing is to review the request and recommend whether the Council should approve or deny the Annexation.
- B. Chapter 16.26 establishes the Annexation review criteria. Sections 16.26.010 and 16.26.020 establish the purpose of an annexation and the first assignment of zoning. The annexation transfers jurisdiction from Linn County to the City and establishes the appropriate zoning on the property consistent with the Plan Map designation. In this case, the only applicable zone is Residential Mixed Density.
- C. Section 16.26.030 notes an annexation is necessary to establish the appropriate zone, consistent with the zoning matrix (Table 16.26-1). Plan map amendments are only required if there is a corresponding change in the Plan map. Further, proposed amendments to the Plan map (and corresponding zone map) must conform to provisions in Chapter 16.27. For the record, the application does not include a request to change the Plan designation and corresponding zone.
- D. Section 16.26.040 identifies the relationship between annexation and City facility plans. It notes anticipated densities and levels of development are factored into the City's facility plans, including the Transportation System Plan. Therefore, additional inquiries into the sufficiency of these services is not required.
- E. Section 16.26.050 stipulates all annexations be processed as legislative actions requiring hearings before both the Planning and City Council. This Section also lists application requirements. For the record, the application and process are consistent with the provisions in this Section.
- F. Section 16.26.060 contains the decision criteria for an annexation with specific requirements in Section 16.26.060.A. This Section requires compliance with provisions in the City Annexation Ordinance and Lebanon Comprehensive Plan, Chapter 3 – Urbanization. Essentially, the Annexation Ordinance and Comprehensive Plan decision criteria are the same. The findings are combined to avoid duplication:

1. Annexation Ordinance Section 1 – This Section identifies the document as the Annexation Ordinance for the City of Lebanon and does not contain decision criteria.
2. Annexation Ordinance Section 2 – All Annexations shall conform to the requirements of the Lebanon Municipal Code, Annexation Ordinance, Lebanon Land Development Ordinance (i.e., Development Code), City of Lebanon/Linn County Urban Growth Management Agreement, and shall be consistent with applicable State law.

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

FINDINGS: For this criterion, the proposed annexation application and process conform to the requirements of the Annexation Ordinance.

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

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

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

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

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

FINDINGS: The proposed annexation complies as the subject area is within the City's UGB and can be developed for urban uses.

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

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

FINDINGS: City limits are located to the east/northeast of the subject property; therefore, the area is eligible for annexation.

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

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

FINDINGS: The proposed annexation complies with the above noted criteria as follows:

- (a) Since the area is contiguous to existing City limits, the annexation is considered orderly.
- (b) Public utilities are located at the 9<sup>th</sup> Street/Oak Street intersection to the north and the B Street/South 7<sup>th</sup> Street intersection to the east. Extension of these services would permit urban levels of development.
- (c) Based on information in the Comprehensive Plan, there are no *designated environmental constraints* associated with the site.

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

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

FINDINGS: This application does not include a concurrent development or redevelopment proposal.

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

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

FINDINGS: Needed City services can be extended to serve the area.

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

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

FINDINGS: Services can be extended to the site and there are no identified *capacity* issues regarding existing or potential development of the property.

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

FINDINGS: Additional right-of-way dedication and street improvements are unnecessary for the annexation. The County requested the annexation boundary extend to the center of 9<sup>th</sup> Street. Ninth Street is a County road and will remain under their jurisdiction. Extending the annexation boundary is only reasonable if there is a concurrent transfer of road ownership to the City.

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

FINDINGS: This subject area is designated Residential Mixed Density by the Comprehensive Plan. Consistent with the adopted Zoning Matrix, the only possible applicable zone is Residential Mixed Density.

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

reflect concurrence. Such an amendment shall require a separate application, hearing and decision, which may be held concurrently with an annexation hearing and will not become effective until the annexation is complete.

FINDINGS: This application is limited to the proposed annexation and establishment of the RM zone and does not include a change in the Plan designation or corresponding zone. Therefore, this Section does not apply.

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

FINDINGS: This Section does not apply, as the subject property does not include environmentally constrained property.

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

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

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

FINDINGS: The request is limited to the proposed annexation and does not contain a development or redevelopment proposal specific to the site.

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

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

- G. Section 16.26.060.B allows the City to require the abatement of non-conforming uses and/or structures prior to hearing an annexation request. Other provisions of this Code and the Lebanon Municipal Code may require abatement of certain kinds of situations before an annexation request can be approved. The City is not aware of any abatement issues related to the site.

- H. Section 16.26.060.C, allows the City to identify additional site-specific evaluation criteria based on the Lebanon Comprehensive Plan, the provisions of this Code, and the Lebanon Municipal Code. Site-specific criteria could include, but not be limited to, the following: steep slopes, natural hazards, riparian zones, wetlands water bodies, overlay zones, infrastructure development, existing conditions and failing on-site services. Such site-specific criteria do not affect the eligibility of properties for annexation, but serve as an advisory to applicants of factors that may affect future development. There are no site-specific, evaluation criteria that apply to the subject property.
  
- I. Upon annexation, Section 16.26.020 requires the subject property to be placed in the appropriate zone. Upon annexation, the territory will automatically be assigned a City zone in accordance with the adopted Comprehensive Plan Map, and Annexation Zoning Matrix (Development Code Table 16.26-1). The only decision criterion in this process is that the Zone Classification shall be consistent with the adopted Comprehensive Plan Map (Section 16.26.020.D).

FINDINGS: The subject property is designated Residential Mixed Density (C-RM) by the City's Comprehensive Plan. Per Table 16.26-1, the only applicable zone is Residential Mixed Density (Z-RM). Therefore, upon annexation, the property will be zoned RM, a zone classification consistent with the Plan designation.

## VII. CONCLUSION

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



**Community Development Department**

925 S. Main Street  
 Lebanon, OR 97355-3211  
 (541) 258-4906 (541) 258-4955 Fax  
 Email: [cdc@ci.lebanon.or.us](mailto:cdc@ci.lebanon.or.us)  
 Web: [www.ci.lebanon.or.us](http://www.ci.lebanon.or.us)

**LAND USE APPLICATION**

File No.:

**APPLICANT INFORMATION:**

Name: Jeremy Rhoades Phone: 541-619-8998  
 Address: 1802 Arroyo Ridge Cell Phone: Same  
 CityStateZip: Albany OR 97321 Email: jrhadess72@gmail.com

**APPLICANT CERTIFICATION:**

*I hereby certify that the statements, attachments, exhibits, plot plan and other information submitted as a part of this application are true; that the proposed land use activity does not violate State and/or Federal Law, or any covenants, conditions and restrictions associated with the subject property; and, any approval granted based on this information may be revoked if it is found that such statements are false.*

Signature of Applicant: Jeremy Rhoades Date: 6/19/17

**PROPERTY INFORMATION:**

Situs Address: 1131 + 1171 South 9th St Nearest Cross Street: 'B' Street  
 Map Designations: Assessor Map &  
 Comp Plan Map RM Tax Lot No(s): T123 RAW SEC 10 CD  
 Zoning Map \_\_\_\_\_ Total Size of Site: TL 2500, 2600, 2700  
 Overlay Zones (if any) NONE Development Size: 0.56 ACRES

Current Property Use: \_\_\_\_\_  
 (or indicate if vacant) \_\_\_\_\_

Surrounding Properties Land Uses:	Zoning/Comp Plan Designation:
North _____	_____
West _____	_____
South _____	_____
East _____	_____

**GENERAL DEVELOPMENT DESCRIPTION:**

Include Proposed Use(s), Activities, Hours of Operation, Etc.:  
ANNEXATION



Will the Project be constructed in phases? \_\_\_\_\_ Yes  No

If "Yes", please explain: \_\_\_\_\_

Number of Proposed Parking	Vehicle	Bicycle
Standard Spaces: _____		Open: _____
Compact Spaces: _____		Covered: _____
ADA Spaces: _____	N/A	N/A
Covered/Garage Spaces: _____		

**RESIDENTIAL DEVELOPMENT ONLY:**

Type	# of Dwelling Units	# of Bedrooms	Density (#DU/Acre)
	N/A		

Describe Open Space Included in Proposal: \_\_\_\_\_

N/A

Number of Acres / Sq. Ft. in Open Space: \_\_\_\_\_ N/A Percent of Site: \_\_\_\_\_ N/A

**FOR OFFICE USE**

\*If more than one review process is required, applicant pays highest priced fee, then subsequent applications charged at half-price.

Land Use Review Process	Fee	Land Use Review Process	Fee
Administrative Review	\$450	Planned Development – Preliminary	\$2500
Annexation	\$1500	Planned Development – Ministerial	\$200
Code Interpretation	\$100	Planned Development – Final (Administrative)	\$450
Comprehensive Plan Map Amendment	\$2000	Planned Development – Final (Quasi-Judicial)	\$750
Comprehensive Plan Text Amendment	\$2000	Subdivision Tentative	\$2000 + \$15/lot
Conditional Use	\$1500	Subdivision Final	\$800 + \$15/lot
Historic Preservation Review or Register	Varies	Tree Felling Permit (Steep Slopes only)	\$150 + \$5/tree
Land Partition	\$450	Urban Growth Boundary Amendment	Actual Costs
Ministerial Review	\$150	Variance (Class 1 – Minor Adjustment)	\$150
Modification of Approved Plan	25% of Application	Variance (Class 2 – Adjustment)	\$450
Non-Conforming Use/Development	\$450	Variance (Class 3)	\$1000
Property (Lot) Line Adjustment	\$250	Zoning Map Amendment	\$1000

**REVIEW PROCESS**

Ministerial Review Process (LDC 16.20.030)	Quasi-Judicial Review Process (LDC 16.20.050)
Administrative Review Process (LDC 16.20.040)	Legislative Review Process (LDC 16.20.060)

**APPLICATION RECEIPT & PAYMENT**

Date Received: _____	Date Complete: _____	Pay't Info: _____
Received By: _____	Total Fee: _____	Receipt No.: _____

**REQUIRED SUBMITTALS:**

- \_\_\_ Application and Filing Fee
- \_\_\_ Narrative describing the Development Proposal and addressing the Decision Criteria
  - \* LDC Article Two Land Uses and Land Use Zones
  - \* LDC Article Three Development Standards
  - \* LDC Article Four Review & Decision Requirements
  - \* LDC Article Five Exceptions to Standards (eg Variance, Non-Conforming Uses)
- \_\_\_ Site Plan(s) drawn to scale with dimensions, Elevation Drawing(s) if applicable, Other Drawings  
 Site boundaries, points of access, topography, flood plains, water courses, significant vegetation, existing roads, utilities, pedestrian or bikeways, existing easements.
- \_\_\_ Copy of current Property Deed showing Ownership, Easements, Property Restrictions

**PROPERTY OWNER SIGNATURES:**

<p><b>Owner 1:</b> <u>Jeremy Rhoades</u></p> <p>Address: <u>1802 Arroyo Ridge Dr</u></p> <p>CityStateZip: <u>Albany OR 97321</u></p>	<p>Phone #: <u>541-619-8998</u></p> <p>Cell #: <u>same</u></p> <p>Email: <u>jrhadess72@gmail.com</u></p>
<p><b>Owner 2:</b> <u>James Volkman</u></p> <p>Address: <u>2010 E. 34th St.</u></p> <p>CityStateZip: <u>Albany, OR 97322</u></p>	<p>Phone #: <u>541-971-8136</u></p> <p>Cell #: _____</p> <p>Email: _____</p>
<p><b>Owner 3:</b> _____</p> <p>Address: _____</p> <p>CityStateZip: _____</p>	<p>Phone #: _____</p> <p>Cell #: _____</p> <p>Email: _____</p>

**CONTACT INFORMATION:**

<p><b>Applicant's Representative:</b> _____</p> <p>Address: _____</p> <p>CityStateZip: _____</p>	<p>Office #: _____</p> <p>Cell #: _____</p> <p>Email: _____</p>
<p><b>Applicant's Engineer/Surveyor:</b> _____</p> <p>Address: _____</p> <p>CityStateZip: _____</p>	<p>Office #: _____</p> <p>Cell #: _____</p> <p>Email: _____</p>
<p><b>Applicant's Architect:</b> _____</p> <p>Address: _____</p> <p>CityStateZip: _____</p>	<p>Office #: _____</p> <p>Cell #: _____</p> <p>Email: _____</p>
<p><b>Applicant's Other:</b> _____</p> <p>Address: _____</p> <p>CityStateZip: _____</p>	<p>Office #: _____</p> <p>Cell #: _____</p> <p>Email: _____</p>



# NOTICE OF PUBLIC HEARING LEBANON CITY COUNCIL

**NOTICE IS HEREBY GIVEN** that a public hearing will be held before the Lebanon City Council on August 9, 2017 at 6:00 p.m. in the Santiam Travel Station located at 750 S 3<sup>rd</sup> Street, to afford interested persons and the general public an opportunity to be heard and give testimony concerning the following matter:

<b>Planning Case No.:</b>	17-06-22
<b>Applicant:</b>	Jeremy Rhoades
<b>Location:</b>	1131 & 1171 S 9 <sup>th</sup> St
<b>Map &amp; Tax Lot No.:</b>	12S02W10CD02500, 2600 & 2700
<b>Request:</b>	Annexation



**Request:** The applicant is requesting Annexation of approximately a .56 acre territory comprised of three tax lots. The property is currently designated Residential Mixed Density (C-RM) and will be assigned a Residential Mixed Density (Z-RM) zoning designation.

**Decision Criteria:** Lebanon Development Code: Chapter 16.20 – Review and Decision-Making Procedures and Chapter 16.26 – Annexations.

**Planning Commission Recommendation:** A public hearing was held before the Planning Commission on July 19, 2017. The Commission voted to recommend City Council approval of the zone change.

**Providing Comments:** *CITIZENS ARE INVITED TO ATTEND* the public hearings and give written or oral testimony (after presentation of the staff report) that addresses applicable decision criteria during that part of the hearing process designated for testimony in favor of, or opposition to, the proposal. If additional documents or evidence are provided in support of the application subsequent to notice being sent, a party may, prior to the close of the hearing, request that the record remain open for at least 7 days so such material may be reviewed.

**Obtain Information:** A copy of the application, all documents and evidence relied upon by the applicant, and applicable criteria are available for inspection at no cost and will be provided at the cost of 25 cents per single-sided page. If you have questions or would like additional information, please contact City of Lebanon Community Development Department, 925 Main Street; phone 541-258-4906; email [cdc@ci.lebanon.or.us](mailto:cdc@ci.lebanon.or.us).

**Appeals:** Failure to raise an issue in the hearings, in person or by letter, or failure to provide sufficient specificity to afford the decision-makers an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue. Please contact our office should you have any questions about the appeals process.

*Upon request, the City will provide an interpreter for hearing impaired persons.  
To request an interpreter, please call 541-258-4906 no less than 48 hours prior to the public hearing.*

# Agenda Item 2



925 S. Main Street  
Lebanon, Oregon 97355

TEL: 541.258.4905  
www.ci.lebanon.or.us

# MEMORANDUM

*City Clerk's Office*

**To:** Mayor Aziz and City Council

**Date:** July 29, 2017

**From:** Linda Kaser, City Clerk and Ron Whitlatch, Engineering Services Director

**Subject:** Proposed amendments to the City Fees Schedule

## I. BACKGROUND

Any changes to the Fees Schedule should be made through the public hearing process to afford the public an opportunity to provide comments related to the proposed changes. While we recently made changes to the Schedule in June, a few items have come to staff's attention.

## II. CURRENT

At a duly noticed public hearing on August 9, Council will consider a Resolution Amending the Fees Schedule (Exhibit A). Department proposals follow:

### **City Clerk:**

Our City Code currently states that it is unlawful for any person to possess an alcoholic beverage in a City park without a special permit. However, our Fees Schedule doesn't match our Code as River Park is the only park listed on our Schedule that allows (w/proof of liability insurance) alcohol.

With the recent renovations of Strawberry Park and Cheadle Lake Park acquisition, staff proposes that anyone who meets the permit requirements can apply for a special permit for any City Park. I believe the required minimum liability insurance coverage will limit applications to those who are serious about properly monitoring liquor consumption. Of course, if we have any issues, we will report immediately back to Council with suggested modifications.

### **Engineering:**

In preparation for some fairly large private development projects requiring multi-million dollar public improvements, staff has been reviewing fees associated with the Drawing Reviews and Permits. The current fee structure for Public Improvement Drawing Review is: \$250.00 + 3% of Construction.

Staff has looked at the fee structure in depth and determined that for very large public improvements the fee structure should be tiered to represent a more accurate fee for staff review time. The following is a proposal that would tier the review fees and reduce the fees:

*First \$1.0 Million of Construction Cost - \$250.00 + 2% of Const. Cost up to \$1.0 Million  
\$1.0 - \$4.0 Million Construction Cost – \$250.00 + 1% of Const. Cost up to \$4.0 Million  
Above \$4.0 Million Construction Cost – \$250.00 + 0.5% of Const. Cost*

Staff believes that this will be more in line with actual time/dollars spent in reviewing Public Improvement Drawings. There is no proposed change to the Public Improvement Permit Fee. This fee is used to cover Staff Time to coordinate construction, provide inspection, and do all necessary testing and documentation.

## II. RECOMMENDATION

*Move to approve the amended City Fees Schedule to become effective immediately (August 10, 2017.)*

**A RESOLUTION AMENDING FEES AND CHARGES ) RESOLUTION NO. 2017-29**  
**FOR CITY SERVICES AND REPEALING EXHIBIT A )**  
**“FEE SCHEDULE” OF RESOLUTION NO. 2017-25 )**

**WHEREAS**, Oregon Revised Statutes (ORS) 192.440(3) authorizes the City to charge fees associated with public records requests; and

**WHEREAS**, it remains the policy of the City of Lebanon to require that city fees charged reimburse the City for the actual costs associated with the requested city services, products or information; and

**WHEREAS**, the City Manager has caused a review of city fees and charges in order to fully recover all reasonable fees calculated to reimburse the City for the actual cost of providing city services, products and public information requests and recommends such adjustments to the City Council; and

**WHEREAS**, said review of all city fees and charges, as well as necessary and appropriate revisions are as provided in EXHIBIT A; and

**WHEREAS**, the City Council has reviewed the basis for establishing such fees as described in EXHIBIT A; and

**WHEREAS**, it is the City’s policy to conserve city resources so that city staff time, copying expenses and other related expenses are not exhausted on unspecified or unclear public information requests or with performing information requests that are not retrieved by the requester.

**THEREFORE, THE LEBANON CITY COUNCIL RESOLVES AS FOLLOWS:**

**Section 1.** The following fees amendment attached hereto as EXHIBIT A and incorporated herein by this reference are adopted by the City and shall become effective immediately.

**Section 2.** The City Council hereby determines that the fees, rates and charges hereby adopted are not subject to the limits of Section 11 or 11b, Article XI of the Oregon Constitution.

**Section 3.** The City Council hereby finds that the fees proposed in EXHIBIT A are reasonably calculated and represents the City of Lebanon’s true, reasonable and actual cost of making public records available including costs for summarizing or compiling public records in response to public information requests.

**Section 4.** The City Council hereby finds that to not exhaust city resources on unspecified public information requests, the City shall only receive public information requests in writing on a form approved by the City Clerk. Staff shall make a good faith estimate of the City’s required fees and notify the requester in writing if the fees estimated exceeds \$25 prior to fulfilling the request. If the fee estimate exceeds \$100, a 50% deposit may be required before staff begins the work. Payment must be received in full before the public records are inspected or released. The City shall carefully document the City’s

actual expenses in obtaining the requested information and alert the City Clerk of any document requests estimated to be over \$250.00, prior to commencing with the request. The City shall refund any funds due upon delivery of the requested information, or shall require payment for any money still owing, prior to the release of requested information.

Passed by the Lebanon City Council and executed by the Mayor on this 9<sup>th</sup> day of August, 2017 by a vote of \_\_\_\_ yeas and \_\_\_\_ nays.

CITY OF LEBANON, OREGON

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Paul R. Aziz, Mayor   
Bob Elliott, Council President

ATTESTED:

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Linda Kaser, City Clerk



# EXHIBIT "A" CITY OF LEBANON FEES AND CHARGES

Effective August 10, 2017 - Supercedes All Previous Schedules

TYPES OF FEES	CURRENT FEES
<b>ADMINISTRATIVE FEES (CITY CLERK'S OFFICE)</b>	
<b>Copies:</b>	
Audio/Video Copies	\$15.00 1st / \$5.00 add'l
Black/White - Letter 8-1/2" x 11", Legal 8-1/2" x 14" (per side)	\$0.25
Black/White - Executive 11" x 17" (per side)	\$0.50
Color copies (each side)	\$0.50
<b>Non Sufficient Funds (NSF)</b> (charge back fees for debit/credit card & returned checks)	\$30.00
<b>Liquor License (original application)</b>	*\$100.00
Annual Renewal of a Liquor License	*\$35.00
Change Application (in ownership, location, or privilege)	*\$75.00
<b>City Park Liquor Permit per Event - must provide proof of liability insurance (minimum \$300,000)</b>	<b>\$35.00</b>
Temporary Application (valid for one calendar year -- covers multiple events)	*\$35.00
	<i>*Not to exceed per ORS</i>
<b>Notary Services (Municipal Court Personnel):</b>	
An acknowledgement; verification upon an oath or affirmation; certifying a copy of a document; witnessing or attesting a signature; and protesting commercial paper, except a check drawn on insolvent financial institution in which case the fee is \$0.	(Not to exceed) \$5.00
Administering an oath or affirmation without a signature; taking a deposition, each page; and all other notarial acts not specified.	(Not to exceed) \$1.00
<b>Public Records Request:</b> (all requests must be made on a City Public Records Request Form)	
If request exceeds \$25.00, the requester's authorization is required to proceed with request. If request exceeds \$100.00, a deposit may be required before commencing work.	May require 50% deposit
Archived Electronic Information Retrieval	\$100.00/hr
<b>Voters' Pamphlets:</b>	
Candidate Filing Fee (with or without photo)	\$35.00
<b>BUSINESS / CITIZEN SERVICES &amp; DEVELOPMENT CENTER FEES</b>	
<b>Animal Keeping Permit</b>	\$35.00
<b>Banner Permit</b> (\$30 permit + \$65 installation)	\$95.00
<b>Business License Fees*</b> (after July 1 prorated):	
Auctions	\$150/year, \$25/each
Drug Paraphernalia Sales	\$250.00
Marijuana Dispensary Licenses - Annual Operator License	\$200.00
Annual Employee License (other than Dispensary Owner) Valid for One Year	\$50.00
Secondhand Buyers and Sellers Annual Fee	\$75.00
Taxi Licenses - Annual Operator License	\$200.00
Annual Additional Vehicle	\$150.00
Annual Taxi Driver Permit Valid for One Year	\$30.00
<b>Business Registration Fees - Initial Application</b>	\$25.00
Annual Renewal - submitted late	\$20.00
Annual Renewal - timely submitted (no changes)	\$0.00
Annual Renewal - with changes (ownership, responsible person, location or contact information)	\$7.50
<b>Gambling License - Annual License</b>	\$200.00
License for One-day Special Event (City property only)	\$50.00
License for One-day Special Event / Non-profit Organization	\$20.00
<b>Liquor License</b>	<i>See Administration/City Clerk's Office Fees</i>
<b>Parade Permit</b>	\$20.00
<b>Non-Profit Organizations</b>	N/A

TYPES OF FEES	CURRENT FEES
<b>BUSINESS / CITIZEN SERVICES &amp; DEVELOPMENT CENTER FEES (continued)</b>	
<b>Parking Permit (per ORS 10.24.142):</b>	
Annual Residential	\$75.00
Daily	\$15.00
<b>Peddler and Solicitors One-Year Permit:</b>	<b>\$50.00</b>
<b>Public Event Applications:</b>	
1-Day Event	\$100.00
2-3 Day Event	\$150.00
Master Permit	\$250.00
Transfer of Ownership/Change of Location or Name	\$10.00
Non-Profit Organizations	N/A
<b>RV Permit (1 - 15 days)</b>	<b>\$35.00</b>
Renewal Periods - 15 Days (no more than two renewals)	\$25.00 each
<b>Santiam Travel Station (North End Only):</b>	
Passenger Lobby (North End)	\$5.00/hour
<b>ENGINEERING FEES</b>	
<b>Basic Right-of-Way Encroachment Fee</b>	\$65.00
<b>Bid Document</b>	\$50.00
<b>Contractor Pre-qualification</b>	\$50.00
<b>Deferral of Improvements</b>	\$200.00
<b>Easement/ROW Dedication Process Fee</b>	\$125.00 each
<b>Engineering Fees:</b>	
Developer Assurance Agreement	\$100.00
Engineered Site Plan Review (Engineering)	\$500 + \$350/acre
Reapplication Fee (for up to "2" resubmittals)	33% of original fee
New Residential Site Plan Review (Engineering)	\$50.00
Street/Alley Vacation (Engineering)	\$1,200.00
Easement Vacation (Engineering)	\$750.00
<b>Public Improvement Drawing Review</b> (for up to "2" resubmittals)	<del>\$250.00 + 3% of const.</del> \$250.00 + 2% of cost up to \$1 million \$250.00 + 1% of cost \$1 million-\$4 million \$250.00 + 0.5% of cost \$4 million+
<b>Public Improvement Permit:</b>	
First \$50,000 of Construction Cost	\$250.00 + 4% of cost up to \$50,000
Amount above \$50,000	\$250.00 + 3% of cost above \$50,000
<b>Right-of Way Encroachment Surcharges:</b>	
Curb Cut	\$1.50/sf; \$20.00 min
Street Pavement Cut	\$1.00/sf; \$30.00 min
4" Sanitary Connection	\$55.00
6" Sanitary Connection	\$110.00
4" Storm Connection	\$30.00
6"-8" Storm Connection	\$90.00
Over 8" Storm Connection	\$125.00
<b>Standard Drawings</b>	<b>\$20.00</b>
<b>FINANCE FEES</b>	
<b>Audit Report</b> (available at no charge online or at the Library)	\$25.00
<b>Budget Document</b> (available at no charge online or at the Library)	\$50.00
<b>Collection Fee</b> (accounts turned over to Linn Co. or collection agency)	\$100.00
<b>Fax Service</b> (for public)	\$2.00 first page/.75 each add'l pg
<b>Foreclosures Notice</b>	\$100.00
<b>Housing Rehab Payoff and Reconveyance</b>	\$50.00
<b>Lien Search</b> (online)	\$25.00
<b>Non Sufficient Funds (NSF)</b> (charge back fees for debit/credit card & returned checks)	\$30.00
<b>Payment Extension Fee</b>	\$5.00

TYPES OF FEES	CURRENT FEES
<b>GIS DIVISION FEES</b>	
<b>Tall Weeds &amp; Grass or Nuisance Abatement</b>	<b>Actual cost + \$200.00 Admin Fee</b>
<b>Tall Weeds &amp; Grass or Nuisance Abatement</b> (abatement over \$1000)	<b>Actual cost varies + 20% Admin Fee</b>
<b>City Street Map with UGB</b>	\$12.00
<b>Zoning Map</b>	\$25.00
<b>Custom Data</b>	\$75.00/hour
<b>City wide GIS on CD</b>	\$75.00
<b>LIBRARY FEES</b>	
<b>Collection Fee</b> (accounts turned over to collection agency)	<b>\$10.00</b>
<b>Community Meeting Room Rental Fees:</b>	
Rental per Hour - (2-hour minimum) (depending on time and entity)	\$10.00 - \$25.00
Refundable Deposit (depending on time and entity)	\$100.00 or \$250.00
Refundable key deposit, after hours use	\$200.00
Non-refundable After Hours Use	\$35.00
Non-Refundable Weekend use	\$50.00
PA System	\$10.00
AV System	\$20.00
<b>Copies</b> (self-serve, per page):	
B/W Letter 8-1/2" x 11", Legal 8-1/2" x 14"	\$0.10
B/W Executive 11x17	\$0.20
Color Letter 8-1/2" x 11", Legal 8-1/2" x 14"	\$0.50
Color Executive 11x17	\$1.00
<b>Interlibrary Loan</b> (per item)	<b>\$3.00</b>
<b>Lost Library Card Replacement Fee</b>	<b>\$1.00</b>
<b>Non-resident Cards:</b>	
Household (12-month)	\$50.00
Household (6-month)	\$30.00
Senior Citizen (60+ years) Household (12-month)	\$40.00
<b>Overdue Items per Day per Item</b> (up to a maximum of \$5.00)	<b>\$0.20</b>
<b>Overdue</b> (cumulative fines up to a maximum of \$25.00)	<b>\$25.00</b>
<b>Hold Reshelving Fee</b> (per item - if not cancelled or checked out)	<b>\$0.50</b>
<b>MUNICIPAL COURT FEES</b>	
<b>Appeal to Linn County Circuit Court - <i>inadvertently left off of 2013 Fees Schedule</i></b>	<b>\$25.00 (plus certified copy cost)</b>
<b>Certified Copy</b> (\$6.00 for certification/\$.25 per sheet)	<b>\$6.25 minimum</b>
<b>Court Costs:</b>	
Cite or Arrest Warrant	\$50.00
Notice of Court Action of Driving Privileges to DMV	\$15.00
<b>Court Costs</b> (per Trial):	
Confinement Fee/Day	\$20.00
Criminal (non-jury - if convicted)	\$20.00
Jury trial (if convicted)	\$50.00
Traffic (if convicted)	\$15.00
<b>DUII Diversion Extension Fee</b>	<b>\$25.00</b>
<b>Expungement Filing Fee</b> (State mandated)(waived for charges not filed or dismissed)	<b>\$252.00</b>
<b>Expungement Packet Fee</b>	<b>\$5.00</b>
<b>Fee for Turning to Collection</b> (customer pays directly to collection agency)	<b>40% of the principal balance</b>
<b>Jury Fee</b> (if canceled after arrival of jurors)	<b>\$10.00/juror</b>
<b>Late Payments</b>	<b>\$20.00</b>
<b>Non Sufficient Funds (NSF)</b> (charge back fees for debit/credit card & returned checks)	<b>\$30.00</b>
<b>Payment Extension Fee</b>	<b>\$30.00</b>
<b>Payment Extension Interest</b>	<b>(9% per annum)</b>
<b>Suspension Packet Administration Fee</b> (if convicted)	<b>\$12.00</b>

TYPES OF FEES	CURRENT FEES
<b>PARK FEES - SHELTER &amp; CAMPING FEES</b>	
Academy Square Gazebo	\$75.00
Booth Park Shelter	\$15.00
Century Park Shelter	\$30.00
Christopher Columbus Park Shelter	\$30.00
Ralston Park Gazebo	\$55.00
River Park Main Shelter	\$50.00
River Park Horseshoe Area Picnic Table Shelter	\$20.00
<del>River Park</del> Alcoholic Beverage Permit (must provide proof of liability insurance)	<del>Non-refundable \$25.00</del> <i>See Administration/City Clerk's Office Fees</i>
Strawberry Plaza	\$75.00
Wynn Mill	\$25.00
<b>Camping:</b>	
Daily Rate	\$35.00
Senior/Military Discount	\$30.00
Group Discount (3 or more sites)	\$30.00
Weekly Rate	\$210.00
Senior/Military Discount	\$180.00
Monthly Rate	\$600.00
Construction Workers in the City of Lebanon	\$500.00
Extra Vehicle (per night)	\$5.00
Sewage Dump Station Fee	\$5.00
Cancellation Fee	\$15.00
<b>PLANNING / LAND USE FEES</b>	
<b>Note:</b> For land use applications that require more than one approval, the applicant shall be charged the highest	
Administrative Review	\$450.00
Annexation	\$1,500.00
Appeal of Planning Commission Decision	\$500.00
Appeal of Staff Decision	\$250.00
Code Interpretation	\$100.00
Comprehensive Plan Map Amendment	\$2,000.00
Comprehensive Plan Documents	\$25.00
Conditional Use Permit: Residential / Commercial / Industrial	\$1,500.00
Development Code	\$40.00
Extension of Time Request	25% of original fee
<b>Historic Reviews and Register Updates:</b>	
Administrative	\$300.00
Quasi-Judicial	\$600.00
Legislative	\$1,000.00
Home Occupation	\$50.00
Lot Line Adjustment	\$250.00
Measure 56 Mailing	Actual Cost
Ministerial Review	\$150.00
Modification to Approved Application	25% of application
Non-Conforming Uses and Developments	\$450.00
Partition	\$450.00
<b>Planned Development - Preliminary</b>	<b>\$2,500.00</b>
Final Plan - Ministerial	\$200.00
Final Plan - Administrative	\$450.00
Final Plan - Qausi-Judicial	\$750.00
Residential Plot Plan Review	\$25.00
Residential Remodels (fee incurred if outside of original footprint)	\$25.00
Sidewalk Café Permit	\$65.00/annually
Sign Review	\$75.00

TYPES OF FEES	CURRENT FEES
<b>PLANNING / LAND USE FEES (continued)</b>	
<b>Subdivision:</b>	
Tentative Plat	\$2,000.00 + \$15/lot
Final Plat	\$800.00 + \$15/lot
<b>Tree Felling</b> (steep slopes)	**\$150.00 + \$5.00/tree
<b>Temporary Use</b>	\$35.00
<b>UGB Amendment</b>	Actual Costs
<b>Variance:</b>	
Class 1 - Minor Adjustment	\$150.00
Class 2 - Adjustment	\$450.00
Class 3 - Variance	\$1,000.00
<b>Zone Change</b>	\$1,000.00
<b>POLICE DEPARTMENT FEES</b>	
<b>Abandoned Vehicle Abatement</b> (if not abated within 10 days)	\$50.00
<b>Alarm Permits</b>	\$10.00
<b>Archived Reports</b> (up to 10 pages)	\$10.00
Additional Pages	\$1.00/page
<b>Crash Report</b>	\$5.00
Information Exchange Only	No Charge
<b>Dog Permit</b> (for potentially dangerous dogs per ORS)	\$50.00
<b>Deferral Classes, Other</b> (\$35 to \$50 maximum) (seatbelt/cell phone)	\$50.00
<b>False Alarm Billing - 1st Alarm</b>	\$0.00
2nd Alarm and Each Subsequent Alarm	\$25.00
<b>Incident</b>	\$1.00 each
<b>Letter of Clearance</b> (includes the required local records check)	\$15.00
<b>Local Records Check</b> (waive fee for Armed Forces)	\$10.00
<b>Ordinance Research/Copy</b> (up to 5 pages)	\$5.00
Additional Pages	\$1.00 page
<b>Police Case Reports - Current Report</b>	\$10.00
<b>Photographs</b> (copied on paper or disc)	\$5.00/sheet or \$10.00/disc
<b>Public Fingerprinting</b>	\$20.00
Additional Cards	\$5.00
<b>Vehicles:</b>	
Boot Removal Fee	\$50.00
Impounded Vehicle Release (Admin. Fee)	\$100.00
<b>SENIOR CENTER FEES</b>	
<b>Bus Transportation:</b>	
Seniors and Disabled Persons (one-way)	\$1.00
Public (one-way)	\$2.00
5 years of Age and Under	Free
<b>Copies:</b>	
Letter 8-1/2" x 11" or Legal 8-1/2" x 14"	\$0.25
Color Copies (Letter or Legal)	\$0.50
<b>Facility Rental (dependent on space, time and entity renting)</b>	\$10.00-\$35.00/hr/room
Refundable Deposit - Non-Profit, Government or Public Group	\$100.00
Refundable Deposit - Private Groups	\$250.00
Non-refundable After Hours Use for Kitchen or Auditorium Rental	\$35.00
Non-refundable Fee for Weekend Cleanup (Functions over 100 People)	\$50.00
Open/Close Partitions in Auditorium or Between Classrooms 1 & 2	\$35.00
PA System, Slide Projector or TV/VCR	\$10.00
Audio/Visual System (including Projector)	\$20.00

TYPES OF FEES	CURRENT FEES
<b>WATER / WASTEWATER SPECIAL SERVICE FEES</b> Community Development Department Functions	
<b>Backflow Prevention Devices Re-inspection Fee</b>	<b>\$50.00</b>
<b>Contaminated Waste Dump Permit</b>	<b>\$250.00</b>
<b>Fire Hydrant Charges:</b>	
Deposit	<b>\$500.00</b>
Deposit - Santiam Canal Industrial Park	<b>\$50.00</b>
Meter Installation	<b>\$25.00</b>
<b>Industrial Pretreatment Program Fees</b>	<b>\$500.00</b>
Initial Issue for 1 to 5 Years	<b>\$250.00</b>
Annual Monitoring & Compliance Review	<b>.085/per gallon</b>
<b>IPP Hauled Waste Dump Fee - per gallon</b>	<b>\$250.00</b>
<b>IPP Wastewater Discharge Permit Application</b>	<b>\$250.00</b>
<b>IPP Contaminated Waste Discharge Permit: Issued for &lt; or less</b>	<b>\$25.00</b>
<b>Meter Charges:</b>	
3/4" Water Meter Service Connection Fee	<b>\$850.00</b>
1", 1 1/2", 2" Water Meters (cost of materials & labor - deposit required)	<b>Actual Cost</b>
Installing a 3/4" Meter to an Existing Service	<b>\$165.00</b>
Installing a 1" Meter to an Existing Service	<b>\$200.00</b>
Installing a 1 1/2" Meter to an Existing Service	<b>\$1,215.00</b>
Installing a 2" Meter to an Existing Service	<b>\$1,400.00</b>
<b>Water Retest Fee</b>	<b>\$200.00/300 linear foot</b>
<b>WATER / WASTEWATER SPECIAL SERVICE FEES</b> Finance/Utility Billing Department Functions	
<b>Customer Service Charges:</b>	
After Hours Meter Turn On	<b>\$100.00</b>
Credit Check	<b>\$20.00</b>
Deposit (Renter/Non-owner) (non-refundable until account reconciled/closed)	<b>\$200.00</b>
Deposit (Renter/Non-owner with bad payment history) (non-refundable until account reconciled and closed)	<b>\$300.00</b>
Door Hanger	<b>\$15.00</b>
Late Payment Fee/Utility Bill (added to late payment notice)	<b>\$5.00 + 2% delinquent amount</b>
Non Sufficient Funds (Charge Back Fees for debit/credit card & returned checks)	<b>\$30.00</b>
<b>Meter Equipment/Service Charges:</b>	
Hand Valve - 3/4"	<b>\$35.00</b>
Lock-Off (Meter)	<b>\$50.00</b>
Lower or Raise Water Meter	<b>Actual Cost Varies (\$50 Minimum)</b>
Move Water Meter Location	<b>Actual Cost Varies (\$50 Minimum)</b>
Remove an Existing and Replace a Water Meter Box	<b>Actual Cost Varies</b>
Remove Meter due to Tampering	<b>\$100.00</b>
Replace a Damaged Meter Box Lid	<b>\$45.00</b>
Replace a Damaged Meter Lock	<b>\$50.00</b>
Replace a Damaged Meter Locking Cap	<b>\$50.00</b>
Replace a Damaged Meter (by customer tampering)	<b>\$500.00</b>
Replace a Damaged Meter Resetter	<b>\$60.00</b>
Repair a Broken Angle Stop	<b>\$200.00</b>
Test Water Meter (refund when test indicates meter runs fast)	<b>\$25.00</b>
Test Water Meter - if an independent agency is requested	<b>\$100.00</b>
Water Meter Box	<b>\$70.00</b>
<b>Tampering with City Property:</b>	
First Violation within a 24-month Period	<b>\$25.00</b>
2nd Violation	<b>\$50.00</b>
3rd Violation and each Subsequent Violation	<b>\$250.00</b>

# Agenda Item 3



925 S. Main Street  
Lebanon, Oregon 97355

TEL: 541.258.4918  
www.ci.lebanon.or.us

# MEMORANDUM

---

*Engineering Services*

To: Mayor Aziz and City Council  
From: Ron Whitlatch, Engineering Services Director  
Subject: **Storm Drainage Utility Rate Adjustments**

Date: July 26, 2017

## I. INTRODUCTION

### **STORM DRAINAGE UTILITY BACKGROUND**

City Council adopted a Storm Drainage Rate Increase in May 2017 to become effective July 1, 2017. Staff found an error in the calculation, instead of using the 3.0% rate increase in adjusting the fees, a 7.0% increase was used.

The new attached resolution shows the 3% rate increase.

## II. RECOMMENDATION

Staff recommends City Council approve, by attached resolution(s), a 3.0% inflationary index storm rate increase beginning July 1, 2017.



**A RESOLUTION AMENDING RESOLUTION NO. ) RESOLUTION NO. 2017-30**  
**2017-14 ADOPTING THE CITY OF LEBANON'S )**  
**STORMWATER DRAINAGE UTILITY RATES )**

**WHEREAS**, the City of Lebanon provides a valuable public service by providing Stormwater Drainage facilities for the collection and disposal of Stormwater discharged from properties and public rights-of-way within the City; and

**WHEREAS**, the utility exists for the benefit of citizens within the city to have the public Stormwater Drainage facilities available for the diversion, collection, and/or disposal of Stormwater Drainage and other runoff water from the person's property and represents a municipal service in a developed urban environment which is essential to the public health, safety and welfare; and

**WHEREAS**, persons benefiting from the public Stormwater Drainage facilities should be charged the appropriate fees that reflect the cost of the management, maintenance, extension and construction of the public Stormwater Drainage facility as a public utility in the City; and

**WHEREAS**, the Lebanon City Council has determined that Stormwater Drainage Utility Fees be established by resolution in accordance with Ordinance No. 2810.

**NOW, THEREFORE**, be it resolved by the Lebanon City Council that the Stormwater Drainage Utility Rates shall be:

**Section 1:** All single family residential properties both developed and undeveloped within the City limits shall be charged \$3.38 per tax lot.

All commercial, industrial and multi-family properties including duplexes & triplexes within the City limits shall be charged at the following rates depending upon if the property is developed or undeveloped.

Developed Tax Lots

Small commercial, industrial, multi-family (¼ AC & under)	\$12.24 per month
Medium commercial, industrial, multi-family (between ¼ & ½ AC)	\$30.62 per month
Large commercial, industrial, multi-family (½ AC & over)	\$67.35 per month

Undeveloped Tax Lots

Small commercial, industrial, multi-family (¼ AC & under)	\$3.68 per month
Medium commercial, industrial, multi-family (between ¼ & ½ AC)	\$4.89 per month
Large commercial, industrial, multi-family (½ AC & over)	\$6.12 per month

Special Rate for Low Income Senior Citizens and Disabled: Senior and disabled citizens who qualify for the State of Oregon Low Income Energy Assistance Program will be entitled to a discount of 10% for residential service. To be eligible, applicants must present a copy of the State of Oregon approved income verification form to the Finance Department. Duration of eligibility is for 12 months from the date the application is approved and must be resubmitted

annually. Discounts will begin for the billing received on or about the first of the month following presentation of the form at the Finance Department.

**Section 2: Annual Inflation Rate Adjustment.** The Stormwater Drainage Utility rate shall be adjusted for inflation using the 12-month change in the Construction Cost Index (CCI) published by McGraw Hill, Inc. in its April 2017 ENR publication. The current CCI is 3.9%. The annual inflation adjustment maximum is set six percent (6%). Based on the development of the 2017/2018 budget, the 2017/2018 Inflationary Rate Adjustment is 3.0%.

**Section 3:** The City Council finds that the changes imposed pursuant to this Resolution are not taxes subject to the provision of Article XI, Section 11b of the Oregon Constitution.

**Section 4:** This Resolution shall be effective July 1, 2017.

Passed by the Lebanon City Council and executed by the Mayor on this 9<sup>th</sup> day of August, 2017, by a vote of \_\_\_\_\_ yeas and \_\_\_\_\_ nays.

CITY OF LEBANON, OREGON

\_\_\_\_\_  
Paul R. Aziz, Mayor   
Bob Elliott, Council President

ATTESTED:

\_\_\_\_\_  
Linda Kaser, City Clerk

# Agenda Item 4



925 S. Main Street  
Lebanon, Oregon 97355

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# MEMORANDUM

*Engineering Services*

To: Mayor Aziz and City Council

Date: July 31, 2017

From: Rob Emmons, Engineering Services Supervisor

Subject: **Resolution to Provide Water Service Outside City Limits**

## I. INTRODUCTION

Property owner's Scott and Christine Boucher requested that water service be extended outside of the city limits to provide service to their property at 2255 Stoltz Hill Road (see map below). The well is no longer functional and with current rules and regulations their property is too small to drill another well.

The property owners submitted an Annexation Application on July 31, 2017.

## II. RECOMMENDATION

Staff recommends City Council approve a Resolution to allow City water service outside the city limits to the property located at 2255 Stoltz Hill Road.



**WHEREAS**, the Lebanon Municipal Code provides that water and sewer service may not be extended to persons or properties which are located outside of the city limits without the permission of the city council by resolution; and

**WHEREAS**, the Lebanon Municipal Code provides that the city council may only grant sewer service outside the city under certain circumstances; and

**WHEREAS**, Scott and Christine Boucher, are the owners of real property located outside city limits at 2255 Stoltz Hill Road; and

**WHEREAS**, Scott and Christine Boucher agree to petition to annex the real property located at 2255 Stoltz Hill Road prior to connection to the city's water system.

**NOW, THEREFORE, BE IT RESOLVED:**

**Section 1.** The city council hereby grants, pursuant to the provisions of Lebanon Municipal Code Section 13.04.240, that water service shall be extended beyond the city limits for the purpose of providing such service to Scott and Christine Boucher, owners of 2255 Stoltz Hill Road, Lebanon, Linn County, Oregon because of the failure of the well at said location for the following reasons based upon the following findings of fact:

- A. The provision of water service outside the city limits is a temporary measure to alleviate a health hazard, or a potential health hazard, as the location for said service is adjacent to the existing city limits which can be expected to be annexed. The provision of the water service is the most cost effective method of alleviating said health hazard, and is in the best interest of the health, safety and welfare for the citizens of Lebanon and those citizens resided within the Lebanon Urban Growth Boundary.
- B. The provision of water service granted herein shall expire one year from the effective date of this Resolution; provided that this Resolution shall have no further effect if the property is annexed into the city limits before that time.

**Section 2.** The requested service outside of the city limits shall be processed according to such rules and regulations which exist for customers of water systems, with the normally imposed charges made for such service. In addition, the permit to connect to the water shall not be issued until a completed annexation application is received by the city.

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

Passed by the Lebanon City Council and executed by the Mayor on this 9<sup>th</sup> day of August, 2017 by a vote of \_\_\_\_yeas and \_\_\_\_nays.

CITY OF LEBANON, OREGON

---

Paul R. Aziz, Mayor   
Bob Elliott, Council President

ATTESTED BY:

---

Linda Kaser, City Clerk

# Agenda Item 5



925 S. Main Street  
Lebanon, Oregon 97355

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# MEMORANDUM

---

*Finance Department*

To: Mayor and City Council

Date: August 9, 2017

From: Tina Huff, Assistant Finance Director

Subject: Contract Between the City of Lebanon and Partners  
for Progress (dba Lebanon Downtown Association)

## I. CURRENT REPORT

Presented for approval is a contract between the City of Lebanon and Partners for Progress, Inc., dba Lebanon Downtown Association ("LDA"). The proposed contract provides funding to LDA in the amount of \$8,000 out of the Lebanon Transient Room Tax Fund. These funds directly tie to tourism and Lebanon's Strategic Action Plan.

## II. RECOMMENDATION

To approve a contract between the City of Lebanon and the Partners for Progress (dba Downtown Association).



## **AGREEMENT**

This Agreement is entered into this 13th day of July, 2017, by and between the City of Lebanon, a municipal corporation and political subdivision of the State of Oregon, with its principle office at 925 Main Street, Lebanon, Linn County, Oregon, and hereinafter referred to as "City" and Partners for Progress, Inc., d/b/a Lebanon Downtown Association, a domestic non-profit corporation organized under the laws of the State of Oregon, with its mailing address at PO Box 2612, Lebanon, 97355, Linn County, Oregon, hereinafter referred to as "LDA".

### **WITNESSETH**

WHEREAS, the Lebanon Municipal Code, Chapter 3.12, provides for the imposition of a transit room tax on hotel, motel, recreation parks and other persons who do business within the City of Lebanon; and

WHEREAS, Section 3.12.220 of the Lebanon Municipal Code provides that all revenues derived from the transient room tax shall be spent for the promotion, acquisition, construction, operation and maintenance of recreational, cultural and tourist-related services, and that it is the intent that revenue from the transient room tax shall be used to promote Lebanon, Oregon; and

WHEREAS, the LDA desires to undertake and has the ability to support and promote tourism for the City of Lebanon through involvement with the Oregon Main Street Program by revitalizing and expanding Lebanon's Downtown; and

WHEREAS, the City desires to use the services of LDA pursuant to the requirements, limitations and direction of LMC Chapter 3.12;

WHEREAS, Lebanon Strategic Action Plan 5.1 calls for the strengthening of the Lebanon Downtown Association through the Oregon Main Street Program Model and is a current priority.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties agree as follows:

1. The City will provide LDA funding in the amount of \$8,000 out of the Transient Room Taxes for fiscal year 2017/2018, with the form, method and timing of funding to be determined by the City.
2. The LDA agrees to use the funding to promote and comply with the Oregon Main Street Program, promote and revitalize Lebanon's Downtown and promote tourism in the City.
4. The LDA agrees to maintain books, records, documents and other evidence of accounting procedures, and to provide an annual report to the City Manager, or his delegated staff, that documents evidence of tourism support functions of the LDA. The above described records shall be subject to the inspection, review or audit by the City Manager, or his delegated staff, quarterly, by appointment.
5. LDA agrees to indemnify, defend and hold harmless the City, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs and expenses arising out of or resulting from the negligent or intentional acts, errors or omissions of LDA, its officers, employees or agents.

6. LDA agrees to comply with the provisions of all Federal, State and local laws and ordinances that are applicable to the performance under this contract. LDA shall comply with ORS 656.017 and provide Worker's Compensation coverage for all of its subject workers.
7. It is mutually agreed by the parties:
  - a. All funds paid to LDA pursuant to this agreement shall be used only as may be provided in this agreement, or according to law.
  - b. The parties agree that at all times herein, LDA is not an agent of the City. Accordingly, LDA, while providing labor or services, is free from the direction and control over the means and manner of providing the labor or services, subject only to the right of the City to specify the desired results. LDA assumes and continues to have any and all responsibility for paying its employees, withholding federal and state mandated income taxes, and making all necessary reports of the same to the government entities as required by law.
  - c. LDA agrees not to discriminate on the basis of race, religion, sex, color, mental or physical handicap or national origin in the enforcement and execution of this agreement.
  - d. A waiver of any breach of any provision of this agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this agreement
  - e. The term of this agreement shall be one (1) fiscal year and shall automatically terminate on June 30, 2018. However, either party, upon written notice to the other party of no less than 30 days may terminate the agreement if either the Board of Directors of the LDA or the Lebanon City Council determines that there has not been faithful performance as required under the terms of this agreement. Upon termination of this agreement, any Transient Room Tax funds shall be immediately paid over to the City. Upon termination, the LDA shall also provide to the City, within thirty days, a current accounting of any and all funds expended pursuant to the Agreement up until the time of termination.

IN WITNESS, WHEREOF, the parties have executed this Agreement on this 10<sup>th</sup> day of August, 2017.

*City of Lebanon:*

*Partners for Progress, Inc., d/b/a  
Lebanon Downtown Association:*

---

Gary B. Marks, City Manager

---

Dala Johnson, President

*Approved as to Form:*

---

Tre' Kennedy, City Attorney

# Agenda Item 6



925 S. Main Street  
Lebanon, Oregon 97355

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# MEMORANDUM

---

*Finance Department*

To: Mayor and City Council  
From: Tina Huff, Finance Director (AIC)  
Subject: Resolution appointing the City Manager as the  
Federal Certifying Officer for the Community  
Development Block Grant for the Linn County Housing  
Rehabilitation Program.

Date: August 9, 2017

## I. INTRODUCTION

The City Manager is the City representative on the Linn County Housing Rehabilitation Partnership Program (LCHRP) in rural Linn County which includes the incorporated cities of Lebanon, Brownsville, Halsey, Harrisburg, Scio, Sodaville, Lebanon, Tangent, Waterloo and all unincorporated areas of Linn County.

The City of Lebanon was the recent recipient of a Community Development Block Grant for the implementation of the Linn County Housing Rehabilitation Partnership Home Repair Program for Linn County, which was assigned Project Number H16014

## II. CURRENT REPORT

The Community Development Block Grant Program typically provides that the City's highest elected official, which would be the Mayor, executes documents related to the Block Grant Program. The Community Development Block Grant Program also provides for the option for a City to designate a person other than the Mayor to have the authority to execute documents associated with a grant awarded under the Community Development Block Grant Program.

## III. RECOMMENDATION

Council Action: Staff request Council approval of the attached resolution appointing the City Manager as the Federal Certifying Officer for the Linn County Housing Rehabilitation Partnership Home Repair Program associated with the Oregon Community Development Block Grant No.H16014.

**A RESOLUTION CLARIFYING THE AUTHORITY ) RESOLUTION NO. 2017-32**  
**OF THE CITY MANAGER TO EXECUTE )**  
**ENVIRONMENTAL REVIEW DOCUMENTS )**  
**RELATED TO THE COMMUNITY DEVELOPMENT )**  
**BLOCK GRANT FOR THE LINN COUNTY )**  
**HOUSING REHABILITATION PARTNERSHIP )**  
**HOME REPAIR PROGRAM )**

**WHEREAS**, the City is a member of the Linn County Housing Rehabilitation Partnership Program in rural Linn County which includes the incorporated cities of Lebanon, Brownsville, Halsey, Harrisburg, Scio, Sodaville, Lebanon, Tangent, Waterloo and all unincorporated areas of Linn County; and

**WHEREAS**, the City of Lebanon was the recent recipient of a Community Development Block Grant for the implementation of the Linn County Housing Rehabilitation Partnership Home Repair Program for Linn County, which was assigned Project Number H16014; and

**WHEREAS**, the Community Development Block Grant Program typically provides that the City's highest elected official, which would be the Mayor, executes environmental review documents related to the Block Grant Program; and

**WHEREAS**, the Community Development Block Grant Program also provides for the option for a City to designate a person other than the Mayor to have the authority to execute environmental review documents associated with a grant awarded under the Community Development Block Grant Program.

**NOW, THEREFORE, BE IT RESOLVED:**

**Section 1.** he City Council hereby appoints Gary Marks, City Manager as the Federal Certifying Officer for the Linn County Housing Rehabilitation Partnership Home Repair Program associated with the Oregon Community Development Block Grant No.H16014. Willamette Neighborhood Housing Services as sub-grantee.

**Section 2.** This Resolution is effective immediately upon its passage.

Passed by the Lebanon City Council and executed by the Mayor on this 9<sup>th</sup> day of August, 2017 by a vote of \_\_\_\_ yeas and \_\_\_\_ nays.

CITY OF LEBANON, OREGON

\_\_\_\_\_  
 Paul R. Aziz, Mayor   
 Bob Elliott, Council President

ATTESTED BY:

\_\_\_\_\_  
 Linda Kaser, City Clerk

# Agenda Item 7



40 N. 2<sup>nd</sup> Street, Suite 100  
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# MEMORANDUM

*Police Department*

To: Mayor Paul Aziz & City Council  
From: Chief of Police Frank Stevenson  
Subject: Ratification of Labor Agreement with  
Lebanon Police Association/Teamsters  
CC: City Manager Gary Marks

Date: July 26, 2017

The City's negotiation meetings with Teamsters Local 223 took place and Diana Moffet (attorney for the City's management negotiation team) is prepared to present the proposed labor agreement to the Council in the scheduled Executive Session. The Lebanon Police Association, represented by the Teamsters union, ratified the proposed contract on July 24<sup>th</sup>, 2017 (please see the attached document marked with the changes). Below, I have emphasized the most significant changes in the proposed contract.

As an overall look at the agreement, there were some changes that were necessary to stay competitive in our market. There were areas where we were slightly deficient from other cities our size. Our focus was on being fair to the employee while keeping in mind that we, as an agency and City, do far better by retaining happy employees than having those employees move to other agencies.

The demand for qualified police officer applicants is staggering – many regional cities offer sizable hiring bonuses for certified police officers. With this in mind, we tried to come up with ways to entice our people to stay here.

Some highlights within the new contract include, but are not limited to: starting the longevity incentive after 5 years of employment (contract that just ended started it after 9 years). There will be subsequent increases after 9 years, 13 years and after 17 years. We increased the incentive percentage for the Intermediate, Advanced and Supervisory Certificates through DPSST.

After a review was done of Communications Specialists' job description by LGPI, we increased their classification from a grade 4 to a grade 5.

We increased the employees' life insurance from \$50,000 to \$100,000.

INTEGRITY, PROFESSIONALISM & TEAMWORK

Wages were increased over the course of the contract to include a 3% increase effective July 1, 2017. Increases to the two following years will be limited to 2% - 4% based on the Consumer Price Index – West.

There were some other minor clean-up changes, but they were relatively insignificant. Again, the goal of our negotiation team was to find ways that we could be competitive in the market and try to entice our people to stay here.

I will recommend to the Council that the proposed agreement be ratified.

I have included two copies of the contract with this document; one is a strike-through version containing highlighted changes, and the other is the official contract.



**AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF LEBANON, OREGON**

**AND**

**THE LEBANON POLICE ASSOCIATION**

**July 1, ~~2014~~2017 - June 30, ~~2017~~2020**

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**AGREEMENT AND PURPOSE – CCL**  
**(Current Contract Language)**

The parties of this Agreement are the CITY OF LEBANON and THE LEBANON POLICE ASSOCIATION, hereinafter named City and Association respectively. The purpose of this document is to establish full agreement between the parties relating to wages, hours, and working conditions and the resolution of differences for employees as set forth in the Articles of this Agreement.

## **ARTICLE 1 – RECOGNITION - CCL**

1.1 The City recognizes the Association as the sole and exclusive bargaining agent for the regular full-time and regular part-time (regular twenty hours per week or more) employees in the bargaining unit with respect to matters relating to wages, hours and working conditions. Appendix "A," attached hereto and by reference incorporated herein is a listing of all currently covered classifications. Supervisory employees, confidential employees, part-time employees, temporary and seasonal employees, and persons hired for a limited period under a specific Government Act are specifically excluded.

## **ARTICLE 2 – NONDISCRIMINATION - CCL**

2.1 This Agreement shall apply equally to all members of the bargaining unit, without regard to race, age, religion, color, sex, national origins, genetic makeup, physical or mental disability, gender identity, sexual orientation, or any other status or activity protected by law. The Association and the City shall equally share the responsibility for upholding this provision of the Agreement and this provision shall not be subject to the arbitration step of the grievance procedure. All references to employees in this Agreement designate both sexes and wherever the male or female gender is used, it shall be construed to include both male and female employees.

**ARTICLE 3 – ASSOCIATION RIGHTS –**  
**CCL**

- 3.1 Employees shall have the right to form, join and participate in the activities of labor organizations of their own choosing for the purpose of representation and collective bargaining with their public employer on matters concerning employment relations.
- 3.2 The City will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this contract because of membership in or legitimate activity as required in this contract on behalf of the members of this bargaining unit, nor will the City encourage membership in another union or association.
- 3.3 The Association recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.
- A. Association members, not to exceed two, will not suffer a loss of pay as a result of attending meetings with the City for the purpose of negotiating contracts and will not be paid overtime for off duty time in negotiations. One Association member may, without loss of pay, attend grievance meetings or investigatory interviews; however, the City will not pay overtime to a union representative for attending such meetings when the meeting occurs outside the regular hours of work.
  - B. The shift supervisor shall be given written notice of at least seven (7) calendar days prior to the use of time off for Association business. The calendar day limit may be waived when timely notice is not practical.
  - C. Association officers (President, Vice President and/or Secretary-Treasurer) may be granted a cumulative total of up to 32 hours paid time per year, for attending Association functions other than those listed in Section A above. Such time off may be granted only if the department has adequate manpower on duty to cover the shift(s) from which an Association member will be absent. In no instance will the City be obligated to pay overtime in order to comply with this Section.
  - D. The Association will be allowed to conduct Association business with no resultant pay loss for on-duty members who are available to attend, so long as they are immediately available upon direction from supervisors to perform needed policing functions.
- 3.5 The City shall, at no cost to the Association, provide the Association with an original copy of this Agreement upon request.

## ARTICLE 4 – FAIR SHARE

4.1 The City agrees to deduct the uniformly required Association membership dues once each month from the pay of those employees who have authorized such deduction in writing. The Association shall provide the City thirty (30) calendar day's written notice prior to the effective date of a change in uniform dues to be deducted. The City will not unduly delay implementation of the change.

Any full-time employee who is a member of the bargaining unit and has not joined the association within thirty (30) calendar days of this Agreement, or within thirty (30) calendar days of becoming a full-time employee shall have deducted from his/her pay by the City as a condition of employment, a monthly service fee in the uniform amount of dues to the Association and used on a pro rata basis solely to defray the cost for its services rendered in negotiation and administering this Agreement. Service fee deductions shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized deductions have been made.

New Probationary employees are entitled to Association membership within thirty (30) calendar days of hire. They will be represented by the Association and guaranteed all rights and privileges, except that the Association will not represent them for termination within their initial probationary period.

4.2 The provisions of Section 4.1 hereof shall not apply if an employee objects in writing to the City, based on such employee's membership in a bona fide church or religious group whose tenets or teachings are contrary to such payment. The employee will provide such written notice to both the City and Association ~~within five (5) calendar days~~. In such instances, the employee shall make payment in an amount ~~authorize a deduction from his or her pay~~ which is in lieu of and equivalent to the fair share amount. ~~Such payroll deduction shall be in addition to any previously established deduction and shall be for the mutually satisfactory~~ to a nonreligious charitable organization, ~~or to another charitable organization~~ as agreed to between the employee and the Association. The employee shall furnish written proof to the employer and the Association that this has been done.

4.3 The Association agrees to indemnify and hold harmless the City and its officials, representatives and agents harmless against all claims resulting from this Article, and to cooperate with the City in order to make payroll adjustments to correct errors.

## ARTICLE 5 – HOLIDAYS

5.1 In lieu of holidays, an employee shall accrue one shift credit per month. The employee may elect to take the credit as compensatory time off (at a time mutually agreeable to the shift ~~commander~~ supervisor and the employee and subject to the accrual limitations of Article 14.2) or to receive pay in lieu of time off during the twenty-eight (28) day period that the holiday is accrued.



**ARTICLE 6 – HEALTH AND WELFARE**  
**[OPEN]**

6.1 The City will provide to the employee a choice of health insurance plans with options for medical, dental and vision and dependents a Health, Vision and Dental (with Orthodontia) insurance program.

The Union and the employees waive the right to bargain or file a grievance over changes in the insurance plans made in the sole discretion of the carrier. However, in the event the Teamsters Trust ceases to be the plan provider, the City and the Union agree to open negotiations over the replacement plan under the provisions of ORS 243.696 ~~696~~ 698, and the cost thereof to the City and employee.

Should the City desire to change the structure of medical insurance, the City will notify the Union in writing at least ninety (90) calendar days prior to the anticipated change. In the event the Union makes a demand to bargain, the Union will do so in writing within fourteen (14) ~~thirty (30)~~ calendar days of receipt of notification.

The City will provide the current health insurance benefit (Teamster Plan GW/Dental Plan6/Vision4). The employer will contribute 95% of the monthly premium and the employee will contribute 5% of the monthly premium through payroll deduction.

6.2 The City will provide at no cost to the employee, a long-term ~~monthly income~~ disability insurance policy to eligible employees equal to the plan currently provided to other bargaining unit employees.

6.3 The City agrees to provide liability insurance coverage for bargaining unit employees or self-insurance adequate to meet the City's obligations to indemnify and hold officers harmless under Oregon law.

6.4 The parties agree to reopen this Article for mid-term bargaining if any of the health insurance plan premiums under this agreement are projected to exceed the excise tax thresholds under the Affordable Care Act (ACA). ~~Payment for R3 coverage, as now identified under OTET as post Medicare-supplemental coverage, will be discontinued upon execution of this agreement.~~

6.5 The City will pay the full cost of the City Pre-Paid Legal Plan.

6.6 ~~Flexible Spending Plan, IRS 125.~~ The City agrees to maintain a flexible spending plan, under IRS 125.

6.7 Life Insurance. For the duration of this Agreement, the City shall provide a Fifty One-hundred Thousand Dollar (\$5100,000) 24-hour life insurance policy for the employees only.

6.8 Health Reimbursement Account. The employer will contribute to each employee a contribution to the employee's individual HRA/VEBA account as follows:

The employer will contribute 70% of the employee's 5% healthcare monthly premium contribution ~~(including R3)~~ to each employee's individual HRA/VEBA account. The ~~city~~ City will contribute an additional \$50 into the employees HRA/VEBA.

At the discretion of the City, the City intends to use the remaining 30% of the above formula to offset future insurance rate premium increases as paid for by the City.

6.9 ~~OTET Eligibility.~~ In order to be eligible to receive health and welfare benefits provided by OTET under ~~the~~ the terms of this Article ~~6~~, an employee must be regularly scheduled to work eighty (80) or more compensable hours per month.

6.10 Insurance Review Committee: The parties recognize the value to monitoring and evaluating health care insurance coverage and trends as a result of the many changes to insurance benefits occurring in current conditions. The parties agree to meet as a voluntary insurance committee quarterly, if needed, to discuss insurance trends, plans and options. The meetings can be attended by union representatives and employees, City management and executive representatives, and non-represented employees, with one of each group serving together to direct the meetings. The meetings are non-binding and informal intended to serve as informational and as an evaluation of the conditions. The meetings should be posted thirty (30) days in advance or as otherwise necessary. In the event the City or Union seek to adjust insurance benefits or plans as a result of these meetings, the parties will reduce any agreement to writing. Participation in the committee does not waive any rights under PECBA.

**ARTICLE 7 – WORKERS' COMPENSATION**  
**- CCL**

7.1 The City provides insurance coverage for all employees for injuries and illnesses arising out of and in the course of employment with the City of Lebanon. When an employee must take time off from work as a result of such injury or illness, he/she shall receive compensation as scheduled by the insurance carrier. Additional payment by the City of an amount equal to the difference in payments received from the carrier and the employee's regular salary shall be authorized for a period not to exceed six (6) months. Aggravation of a previous injury within one year of the initial injury shall not entitle the employee to an additional six months of benefits as stated above. In the succeeding six (6) months the employee may use accrued sick leave, vacation and compensatory time to further extend the disability period. An employee who is receiving Workers' Compensation benefits shall turn over to the City all benefit checks received for time in which the City is liable for full salary payments under provisions of this subsection. The City may require medical progress reports prior to approval of such payments.

## **ARTICLE 8 – RETIREMENT - CCL**

8.1 For the Duration of this contract, the City will continue to participate in Public Employees Retirement System, or its successor, and OPSRP, based on the PERS eligibility of particular employees. The City shall continue to pay ("pick up") the employee contribution in conformance with PERS regulations applicable to eligible employees.

## ARTICLE 9 – LEAVES OF ABSENCE – [OPEN]

### 9.1 Sick Leave

Sick leave will be accrued at the rate of eight (8) hours per month beginning with the employee's last date of hire, maximum accrual being eleven hundred sixty (1160) hours. Sick leave may be used from the employee's initial date of hire.

1. Unused sick leave shall not be compensated upon termination except in the following circumstances:

ORS 238.350 outlines the use of fifty percent (50%) of accrued sick leave to be used in the calculation of the final retirement benefit of eligible employees. The City participates in this PERS sick leave program for eligible employees.

2. Due to the relatively high public visibility of employees in this bargaining unit, an employee who is unable to work due to reasons described below as permissible uses of sick leave will be expected to remain at his or her residence on days in which sick leave is used.

Exceptions to this provision may be made only for the employee to seek or acquire medical diagnosis, treatment and/or medication.

3. Misuse of sick leave is grounds for disciplinary action.

4. Sick Leave will be allowed:

- a) When an employee is unable to work because of illness or off-the-job injury
- b) For a doctor or dental appointment which could not reasonably have been scheduled on a non-scheduled work day.

5. The City herein agrees to allow an additional ten (10) days of sick leave if donated to an individual in the bargaining unit who has exhausted his/her sick leave if:

- a) Those members of the bargaining unit having a minimum of ~~96~~ 160 hours accumulated sick leave may, by a majority vote, elect to donate ten (10) days of accrued sick leave to be used by such individual and to be deducted in equal amounts from each bargaining unit member's sick leave balance.
- b) The City Manager or designee has final authority to approve such a donation. ~~His~~ The determination will be based on, in ~~his~~ the City's judgment, the need of the individual to receive such sick leave, and also the determination as to the depletion of any given member's own accrued sick leave.

6. Accrued Sick leave. An employee who has reached between 960 and 1160 hours of accumulated sick leave may choose:

- a) ~~Either to be paid thirty-three and one third percent (33 1/3%) of one day defined as eight (8) hours of salary at the end of each month in which no sick leave is used. Two and sixty-seven hundredths of an hour (2.67) shall be deducted from the accrual for each month that payment is made. An employee may cash out a maximum of 32 hours of unused sick leave each fiscal year as long as they maintain a minimum of 960 hours of unused sick leave. The payment for up to one (1) year's accrual (32 Hhours) at the current rate is to be paid in the November paycheck.~~

- b) Or the employee may elect to waive the pay out and accrue the full eight (8) hours of sick leave. Employees at the maximum of 1160 hours have the same choice as above with no sick leave either accruing or deducted from their paycheck for the purpose ~~in~~ of this section.

7. ~~Family and Medical Leave.~~ The City will comply with the requirements of the Federal Family Medical Leave Act and the Oregon Family Leave Act.

## 9.2 Compassionate Leave

In the event of notification of pending death or death in the immediate family (as defined in the City of Lebanon Policies and Procedures Manual), the ~~City Manager~~ Chief of Police or designee may grant sufficient time off with pay (based on travel and distance requirements) to make funeral arrangements, if necessary and to attend the funeral. A maximum of three (3) ~~shifts~~ credits per incident may be granted, if warranted, and such leave shall not be charged to sick leave accumulation. The ~~City Manager~~ Chief of Police or designee may authorize additional compassionate leave on a case-by-case basis. Leave under this section is concurrent to any similar leaves provided by OFLA

## 9.3 Jury Duty

An employee shall be granted leave with full pay whenever required to report for jury duty or jury service. Such employee shall report back to his/her supervisor immediately in the event court is canceled or ends prior to the end of the employee's shift.

Any pay received for jury duty under conditions of this section shall be turned over to the City.

## 9.4 Military Leave

Military leave shall be granted in accordance with the Oregon Revised Statutes, ORS 408.290 and USERRA.

## 9.5 Leave Of Absence Without Pay

A regular employee may be granted a leave of absence without pay for up to ninety (90) days when the work of the department will not be seriously handicapped by the employee's absence. Request for such leave must be in writing and must establish reasonable justification for the approval by the City Manager or designee.

## 9.6 Personal Time

Any employee who documents usage of the justice center fitness room, a commercial gym or works out at home (for the purpose of exercising and physical fitness) shall earn personal time off. Each employee must document 12 hours of exercise per month, for six consecutive months, to earn two shifts off in the following six months. Proper documentation forms will be provided. Documentation is on the honor system and any falsification of the documentation will lead to discipline. Exercising and physical fitness are defined as a series of movements or actions that is intended to keep a person fit and healthy. Examples include but are not limited to: running, power walking, bicycling, swimming, racquetball (activities that substantially raises the blood pressure for a substantial period of time), weight lifting, etc.

The employee understands the time spent on this program is not compensable time and is on the employee's own time off. Participation is in no way required. This is a voluntary program. The employee understands that they are doing this at their own risk and will not hold the City liable for any injuries or claims. They also understand that any injury resulting from any exercise pertaining to this program will not be considered a workman's comp issue.

The personal time off will not accumulate, carry forward and does not have any compensable value. Failure to use the personal time within the allotted period will result in loss of the time off. The time must be taken in full shift increments and scheduled with approval of the employee's direct supervisor or member of the department's administration, taking into consideration the least amount of interference with the department's needs.

The Union specifically acknowledges that the City may start this program and/or end the program at any time without recourse by the Union. This program does not create past practice or further obligation by the City. Any disputes related to this section are limited to Step 3 of the grievance process in Article 20 with final review by the Chief of Police. If the City decides to discontinue the program, employees that have been participating will receive pro-rated time for the time they have been involved in the program in the current six-month period.

## ARTICLE 10 – VACATIONS – [OPEN]

10.1 All regular full-time employees covered by this agreement will be entitled and encouraged to take vacation with pay during each year of employment. Vacation time will progress in days and hours per the following schedule:

Yrs. of Service	Days Per Year	Hours Per Month	Hours Per Year
1	10	6.66	80
2	11	7.33	88
3	12	8.00	96
4	13	8.66	104
5	15	10.00	120
6	16	10.66	128
7	17	11.33	136
8	18	12.00	144
9	19	12.66	152
10	20	13.33	160
15+	25	16.33	196

10.2 An employee's earned but unused vacation credits shall be allowed to accumulate to a maximum of two (2) times the employee's annual rate of accrual, provided however that in the event of separation from employment, regardless of cause, the value of vacation buyout shall be a maximum of two hundred and fifty (250) hours and any additional amount shall be forfeited. In the event of a line of duty death or disability the employee shall be entitled to payment for the full value of vacation balance as of the date of termination of employment status.

10.3 New employees shall not be eligible for vacation leave during their first six (6) months of employment, although vacation leave shall accrue from the beginning of employment and be deemed "earned" after six (6) months of employment. An employee who terminates during the initial six (6) months of his/her employment shall not be entitled to vacation leave pay. Upon termination of employment, a full-time employee who has completed at least six (6) full payroll months of continuous service shall receive pay for vacation credits earned but not taken in the amounts specified in section 10.2.

10.4 Scheduling of vacations shall be approved by the employee's direct supervisor or a member of the department's administration. Vacation periods in excess of 3 days need to have at least 15 days' notice. All vacation periods shall have due consideration given to (a) minimum interference with City business; and (b) seniority within the department. No Sergeant and Team Leader on the same shift shall utilize vacation and/or compensatory time on the same dates, unless otherwise authorized for special circumstances.

10.5 If the employee chooses more than one vacation period he/she may not exercise seniority of choice of the second or subsequent vacation period until all employees with less seniority in the department have exercised their seniority in a similar manner.

10.6 Employees off on scheduled vacation shall not be subject to call-in unless a bona fide emergency exists beyond the control of the City.



## ARTICLE 11 – WAGES [OPEN]

11.1 Employees shall be compensated in accordance with the wage scale attached to this Agreement as Appendix "A," which by this reference is incorporated into and made a part of this Agreement.

Effective ~~and retroactive to 7/1/14~~ 7/1/17, the monthly base wages will be adjusted by 3% ~~1.25%~~.

Effective ~~7/1/15~~ 7/1/18, the base wages will be adjusted by a minimum of 2% ~~1.5%~~ and a maximum of 4% ~~3%~~ based on CPI-W, All Cities annual average, as reported by the US Department of Labor.

Effective ~~7/1/16~~ 7/1/19, the base wages will be adjusted by a minimum of 2% ~~1.5%~~ and a maximum of 4% ~~3%~~ based on CPI-W, All Cities annual average, as reported by the US Department of Labor.

11.2 Step increases will be granted upon a satisfactory rating or better on performance assessment. If a step increase is denied, the employee shall be given written notice setting forth the areas needing improvement. The employee shall be given a work plan specifying a completion date for performance improvement. If the employee meets the expectations of the work plan, he/she shall be entitled to restoration of the step increase for the remaining period of time prior to the next eligibility period. No step increase will be paid retroactively under the provisions of this article.

11.3 Special Duty Pay. Officers and dispatchers assigned to Field Training Officer (FTO), Motorcycle Officer, School Resource Officer, full-time jail Officer position, or Detective shall receive special duty pay of three percent (3.0%) of the employee's base wage. Employees assigned to serve as Team Leader shall receive special duty pay of 3.5% (three and one-half percent).

Employees who the City determines are competent to routinely act as bilingual employees based on Spanish fluency shall receive a premium of three percent (3.0%) of their base wage.

Employees assigned special duties which are compensated under this Article relating to Special Duty pay are assigned by the Chief of Police to serve in the assignment for a duration determined by the Police Chief and may be reassigned as deemed appropriate and timely by the Chief of Police. Duty assigned and performed in the above capacity in this section for any part of the pay period shall be paid for the entire pay period.

11.4 Employees hired or promoted into the Sergeants classification shall start at a minimum of Step 2 on the Sergeant Salary schedule but shall not be less than \$100 over a team leader within the Police Officers classification.

Employees in the Sergeant classification will not reach the top step of the salary schedule until completion of thirty (30) months of satisfactory performance in the classification. Advancement to Step 3 shall occur after completion of twelve (12) months of satisfactory performance and Step 4 advancement 18 months after advancement to Step 3.

The Sergeants classification salary shall be twenty percent (20%) higher than corresponding steps of the Patrol Officer range.

Sergeants who possess a corrections certificate from DPSST shall receive an additional five percent (5%) of their base monthly wage.

11.5 The City will match employee contributions up to ~~\$100.00~~ \$150.00 per each full month of employment into a deferred compensation program. ~~Effective July 1, 2015, the City maximum contribution value will increase from \$100.00 to \$150.00~~

11.6 Career Recognition Pay: Employees with a satisfactory rating or better on the performance assessment and who have the required years of service since their last date of hire shall be entitled to the following increase on the employees base wage rate:

At the completion of 5 years (at the 61<sup>st</sup> month of service) 1%;  
At the completion of 9 years (at the 109<sup>th</sup> month of service) 2%;  
At the completion of 13 years (at the 157<sup>th</sup> month of service) 3%;  
At the completion of 17 years (at the 205<sup>th</sup> month of service) 4%

~~9-14 years (at the 97<sup>th</sup> month of service) 1%~~

~~15-19 years (at the 169<sup>th</sup> month of service) 2%~~

~~20+ years (at the 229<sup>th</sup> month of service) 3%~~

## ARTICLE 12 – EDUCATIONAL INCENTIVE PROGRAM – [OPEN]

### 12.1 Intermediate Certificate

Each full-time employee who possesses an Intermediate Certificate from the Department of Public Safety Standards and Training shall receive, in addition to his/her regular monthly salary, ~~two and one half~~ three percent (3.0 ~~2.5~~%) on the employee's base wage.

### 12.2 Advanced Certificate

Each full-time employee who possesses an Advanced Certificate from the Department of Public Safety Standards and Training shall receive, in addition to his/her regular monthly salary, a total of six ~~three and one half~~ percent (6.0 ~~3.5~~%) on the employee's base wage.

### 12.3 Supervisory Certificate

Each full-time employee who possesses a Supervisory Certificate from the Department of Public Safety Standards and Training shall receive, in addition to his/her regular monthly salary a total of ~~four and one half~~ seven percent (4.5 ~~7~~%) on the employee's base wage.

12.4 Employees shall be eligible for compensation in this Article at the first of the pay period after the DPSST documentation has been submitted and approved by DPSST. There will be no retroactive payment for incentives in this Article. Upon receipt of DPSST certification paperwork, the City will review and submit the paperwork within 10 business days or provide reasonable notice of delay. These incentives are not cumulative.

### 12.5 Education Reimbursement

The City of Lebanon shall encourage the employees to continue to develop themselves through special training and academic courses. The City of Lebanon will participate in an educational reimbursement program as follows, so long as the employee has made use of all available Law Enforcement Program Funds. The City has the right in its sole discretion to deny requests based upon lack of funds. The denial shall not be unreasonably denied. The educational class or training course must be in alignment with the job tasks assigned to the employee at the time the employee wishes to participate in the development course. The employees seeking education reimbursement must have prior written approval from the Lieutenant, Captain or Chief of Police before course enrollment.

1. Where a program pays for the cost of tuition, but not the books, the City of Lebanon shall reimburse the employee for the cost of the books. The books are the property of the City and will be turned over to the Chief at the completion of the course.
2. Where other funds are not available to the employee, the City of Lebanon shall pay for books, and fifty percent (50%) of the cost of tuition.
3. The City of Lebanon shall reimburse upon successful completion of the course. To receive payment the employee must submit to the Chief of Police proof of completion of the course with a grade of "C" or better. The Course must have been approved in advance by the Chief of Police prior to taking the course. All core college classes that apply to an AA, AS, BA, or BS or MS in

the Criminal Justice field or job-related, shall be considered eligible courses. Electives will be reimbursed based upon the job-relatedness of the course.

4. The cost of tuition and books will be paid by the City of Lebanon for all courses taken at the request of the City of Lebanon.

#### 12.7 Incentives Compensation

Employees shall be entitled to compensation for Educational Incentives from the date the employee is both, eligible for certification and submits application for payment to the Department as of the first of the pay period after the paper work is submitted to the City.

## ARTICLE 13 – HOURS AND DAYS OF WORK – [Adds MOU]

13.1 A normal workday is defined as a twenty-four (24) hour period commencing with the employee's scheduled shift day.

13.2 A normal work shift for employees shall consist of either eight (8) hours per day on the basis of a five day workweek (5-8 plan) or ten hours per day on the basis of a four day workweek (4-10 plan).

The City also has the option to schedule employees to work twelve (12) hour workdays on a program normally requiring one hundred sixty-eight (168) hours of work in a twenty-eight (28) day period (12-hour plan). Should such program be adopted, the City reserves the unfettered right to revert back to a more traditional schedule at any time. If such a Plan is adopted then the parties elect an FLSA 7(k) work period of 28 days and 171 hours or any shorter period permissible.

Employees assigned to work a twelve (12) hour shift will receive a “shift credit earned leave” of fifty-six (56) hours per year, as follows: In January of each year officers then assigned to the twelve (12) hour shift will receive a shift credit earned leave of six and one half (6.5) hours. For each month during the remainder of the year, officers then assigned to a twelve (12) hour shift will receive a shift credit earned leave of four and one half (4.5) hours. A shift credit Earned leave must be taken as time off within the pay period in which it is earned, and reflected appropriately on the time sheet. If a shift credit earned leave is not taken, it shall not be carried forward and will be forfeited. Shift credit Earned leave time off may be combined with compensatory time or vacation leave which is approved in accordance with the compensatory time off and vacation articles of the collective bargaining agreement.

"Shift credits" as referred to herein have traditionally been referred to as "Earned leave" which is separate and distinct from vacation, holiday and compensatory time. Time off under this section is not merged with or added to any other form of accrued leave bank and must be taken off in accordance with the terms of this section.

Except in cases of emergency or shift change, the weekly work schedule shall be consecutive days.

13.3 A normal workweek shall consist of a forty (40) hour shift schedule during a seven-day calendar period commencing midnight Sunday and ending at 11:59 p.m. on the following Saturday, except for employees on a 12-hour plan.

13.4 Shift schedules and shift changes will be posted at least ten (10) days in advance of the date such schedule is to take effect. However, all employees off work due to suspension, disability leave, or other cause will be considered to automatically be assigned to day shift (Monday through Friday) until their return to work and no advance notice of shift or schedule change will be required at either end of such leave.

Employees having less than eight (8) hours off between shifts for other than court time shall have the opportunity to split the next shift equally between accrued compensatory time and administrative leave with pay.

13.5 The Chief of Police reserves the right to assign personnel to work shifts deemed necessary, and further may assign personnel to work a different shift, under emergency situations, so long –as the aforementioned forty (40) hour workweek is not violated without proper compensation through the payment of overtime pay or compensatory time off.

13.6 Except in emergency situations, employees shall be granted meal and rest breaks according to the following:

1. Employees Except Records Clerks:

Communications Specialists, Code Enforcement, Community Services, Police Officers, and Sergeants provide services in emergency situations which may preclude taking a break or meal period altogether or delay them. Breaks and meal periods are paid time, and, if missed, no additional compensation shall be due the employee. Employees and supervisors shall devote best efforts to facilitating that breaks and meal periods are taken within the shift.

Employees working an eight (8) hour shift or ten (10) hour shift shall have two paid fifteen (15) minute breaks during the shift approximately half way through each half of the shift. The twelve (12) hour plan shall have three (3) paid ten (10) minute breaks spread throughout the shift.

The eight (8) hour shift shall have a thirty (30) minute paid lunch period and the ten (10) and twelve (12) hour shift shall have a forty-five (45) minute paid lunch period approximately midway in each shift.

Provisions of the subsection shall not apply to employees attending approved training or educational programs. In such cases, any rest periods or lunch breaks shall be as designated by the person(s) in charge of the program.

2. Police Records Clerks and Coordinator:

Police records clerks, except for emergency situations, shall receive two (2) paid fifteen (15) minute breaks during the shift approximately half way through each half of the shift and a one-hour unpaid lunch period. During meal periods no work shall be performed. On any shift when a records clerk or records supervisor/coordinator who is DPSST certified as a telecommunicator works the shift at the dispatch console, that shift shall include a paid meal period.

3. BOLI Rules Not Applicable:

The rules promulgated by the Bureau of Labor and Industries Commissioner pursuant to ORS 653.261(1) do not apply to employees covered by this collective bargaining agreement, which prescribes rules herein pertaining to conditions of employment, including meal periods and rest periods, as provided in this Article. The exclusive remedy for any alleged violation of these provisions shall be through Article 20 Settlement of Disputes.

13.7 Employees assigned to work as canine officers shall be granted six (6) hours of time off (to be scheduled in accord with the City) and six and one half (6 1/2) hours of overtime at the rate of time and one half per month as compensation for necessary care of the animal. The time spent in the care and feeding of a police canine is deemed compensable at an alternate wage rate equal to the minimum wage for purposes of satisfying FLSA overtime requirements.

## ARTICLE 14 – OVERTIME

14.1 Time and one-half (1-1/2) the employee's regular hourly rate of pay (to be calculated by dividing the employee's straight time monthly wage by 173.33) will be paid for work under any of the following conditions:

1. All authorized work performed in excess of any scheduled work shift;
2. All authorized work performed in excess of forty (40) hours in any workweek for employees scheduled to work eight (8) or ten (10) hour shifts or in excess of one hundred sixty-eight (168) hours in a twenty-eight (28) day period for employees on a 12-hour plan for which an FLSA 7(k) election is made.
3. Call back for purposes outside the aforementioned scheduled work shift, forty-hour (40) work week, minimum time guaranteed for overtime compensation being three (3) hours, but not limited thereto (the minimum referred to above does not apply to scheduled department meetings). For the purpose of callback as defined in this section, the Department shall utilize the callback list. For each instance, the overtime will be offered first by seniority and, if not filled, will be ordered by inverse seniority. Employees who volunteer to be on the callback list will respond and otherwise be available for call. Once the voluntary list has been exhausted, in order to meet operational needs, the Police Chief or his designee may contact and assign overtime to any employee eligible for the assignment, whether the employee is on the voluntary list or not.

Employees who are scheduled to work an upcoming shift and are called in for overtime less than 3 hours prior to their shift, will receive straight overtime for actual hours worked. Call back, as provided in Article 14.1, section 3, does not apply.

One staff meeting per quarter will also be exempt from the minimum three (3) hour call back provision stated above.

~~Court time incurred in the performance of work for the City, outside the aforementioned scheduled work shift.~~  
Minimum payment for court time is three (3) hours except when court is held within one (1) hour of the termination or start of employee's scheduled shift, on which occasion employee will receive overtime pay until the conclusion of said trial trial or his/her shift begins, whichever is the lesser. This includes civil court time when the matter is related to an employee's duties as an employee of the City of Lebanon. However, court time incurred in the employ of another jurisdiction shall not qualify under this contract.

All overtime and call back is to be authorized by management personnel or such other personnel as determined by the Chief of Police.

All overtime compensation shall be in the form of compensatory time off or cash. All overtime paid will be at the rate earned.

For the purposes of mandatory in-service training for sworn personnel, the Department may, once per yearly quarter, schedule employees to duty that is not subject to overtime, except as provided by the FLSA. (40 hour employees over 40 hours in a work week, or 12-hour shift employees working more than 171 hours in a 28-day period.) In-service training is considered mandatory unless the employee is excused by their immediate supervisor or member of the department's administration. Employees will be compensated by receiving one shift off within the month the in-service training is held.

14.2 Compensatory time may be accumulated to a maximum of eighty-four (84) hours, to be taken at a mutually agreeable time, based on the operating needs of the Department. Upon termination, an employee shall receive cash for all hours accrued in the comp bank.



## ARTICLE 15 – WORK ASSIGNMENT IN HIGHER CLASSIFICATION

When an employee within the bargaining unit is appointed by the Chief of Police to an Acting in Capacity (AIC) Sergeant to substantially perform the duties and responsibilities of a higher classification for a period of two work weeks or longer he/she shall be paid for all time worked in the higher classification at a rate five percent (5%) above their base wage classified rate.

The Chief shall have the authority to designate the AIC Officer in the absence of a shift Sergeant. Such designation shall be in writing.

In the event the City creates a supervisory assignment of greater rank than Sergeant, at the discretion of the Chief of Police, bargaining unit members may be promoted into the position, or assigned voluntarily to serve at the pleasure of the police chief in the higher-ranking position. In the event of an assignment, the person so assigned may be returned to his or her regular classification administratively and without loss of seniority or discredit of any kind, however for the duration of the assignment the employee shall be deemed a supervisor for all purposes. If a sergeant assigned at a higher rank warrants economic discipline the employee shall retain grievance rights and substantive job protection of this agreement pertaining to the rank and position held at the time of assignment to the higher position. If the City elects to assign then it shall not assign more than two subordinates to a command classification.

## **ARTICLE 16 – SENIORITY/PROBATIONARY PERIOD - CCL**

### **16.1 Seniority**

Classification seniority shall mean the length of continuous service in the following classifications: Sergeants, Police Officers, Code Enforcement Officers, Community Services Officers, Communications Specialist, Communications Supervisor (retaining seniority as previous Communication Specialist), Records Clerks, and Records Supervisor/Crime Analyst (retaining seniority as previous Records Clerks). Classification seniority accrued in one classification shall not apply to classification seniority in another classification.

In the event of a layoff and rehire within a classification, classification seniority shall prevail. An employee with classification seniority in more than one of the classifications listed above shall have the right to use his/her respective classification seniority for bumping privileges into the other classifications.

As applies to vacation scheduling, classification seniority shall prevail, provided said scheduling is compatible with the operating needs of the Department.

If an employee is promoted out of the bargaining unit and does not succeed in that position within the designated probationary period, he/she shall return to the bargaining unit and same classification without loss of seniority accumulated in the bargaining unit.

16.2 The City will provide the union with a copy of the seniority list on July 1st of each year. Any errors in the posted list shall be reported to the Police Chief within fifteen (15) working days of the date of the posting.

16.3 An employee shall lose all seniority in the event of voluntarily quitting or discharge, failure to return from layoff within thirty (30) calendar days following notification by registered letter or failure to return from a leave of absence within three (3) normal business days following the expiration of such leave.

16.4 Seniority shall not accrue during unpaid leaves of absences, unless otherwise proscribed by law.

### **16.5 Probationary Period**

Every new employee hired into the bargaining unit shall serve a probationary period of eighteen (18) full months, except that new employees with prior experience that are certified or are certifiable based on attendance of the DPSST Career Officer Short Academy shall serve a probationary period of twelve (12) months. Probation for a regular employee in a promoted classification shall be twelve (12) months.

The Association recognizes the right of the City to terminate new employees on probationary status at any time for any reason without recourse to appeal, and to exercise all rights not specifically modified by this Agreement with respect to such employees, including but not limited to the assignment of the right of the City to demote an employee on twelve (12) month promotional probationary status to his or her previous position.

16.6 If the City decides to eliminate the twelve (12) hour plan, the Chief shall designate the initial team members and shift. If the City elects a five-eight (5-8) or four-ten (4-10) plan under Article 13.1 of this Agreement, then the City shall determine shift and days off availability by classification and the duration of rotations. Employees shall bid based on seniority by classification. Over a period of sixteen (16) months each employee shall bid at least three (3) of the available shifts (days, swing, graveyard and relief). The City may depart from seniority to schedule as required for training of a new employee, for special assignments (school resources officer, detectives and Multi-disciplinary Task Force assignments, motor officers and patrol relief shift officers, if any, and for the duration of assignment to a special school or academy).

## **ARTICLE 17 – LAYOFF - CCL**

17.1 If the City should reduce its work force, layoffs shall be made within each job classification in the department on the basis of classification seniority.

17.2 The City agrees to notify the Association and the employees (simultaneously), not less than two (2) weeks prior to any layoff by forwarding the name and classifications of the employees to be laid off.

17.3 An employee who has been displaced to another job shall be given first consideration in filling a vacancy in his/her previous classification and department for a period of one year, provided that no senior employee in that classification is currently on layoff status.

17.4 Employees on layoff shall be eligible for recall for a period of fourteen (14) months after the effective date of the layoff. Laid off employees will be called back to work based on descending order of classification seniority. No new bargaining unit employees will be hired in any classification until all laid off employees from that classification have been given an opportunity to return in accordance with this Agreement.

17.5 It shall be the responsibility of the employees laid off to keep the City informed of the address at which they may be reached and re-employment shall be offered in person or by registered mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the former employee shall advise the City of acceptance within one (1) calendar week, and shall report for duty within ten (10) days of the receipt of the notification by the City, unless prevented by just cause from reporting **with in** the time period. An employee who fails to accept re-employment when offered by the City in accordance with provisions of this Article shall be deemed to have forfeited all rights hereunder.

17.6 Employees laid off shall, if re-employed within fourteen (14) months be paid at the appropriate wage rate at the time of layoff in the classification at which re-employed.

17.7 Employees accepting demotions for the purpose of maintaining continuation of employment shall receive corresponding wage rate for the period of service in the classification to which he or she may be transferred.

## ARTICLE 18 – DISCIPLINARY PROCESS

18.1 If the City has reason to discipline an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

18.2 Discipline for regular employees shall only be for just cause and will normally be progressive beginning with written reprimand, suspension, and finally to discharge. Some alternative forms of discipline may occasionally be used if more appropriate to a circumstance than those listed above. If a violation of City policy or work practices is of a serious enough nature, an employee may be suspended and/or discharged without prior disciplinary warnings.

Corrective actions: The parties acknowledge the needs of management to provide counseling and corrective action to assist employees with work performance. Corrective actions may include counseling, directives, work improvement plans and verbal warnings, even if reduced to writing, and written warnings. All corrective actions will be clearly labeled. Corrective actions are not considered disciplinary actions ~~and will not be placed in the employee's personnel file.~~ They are not subject to the grievance process. Corrective actions may serve as notice of and progressive action. Corrective actions will be evaluated with the employee in yearly performance reviews.

Employees receiving corrective actions may provide written rebuttal to be attached to the counseling.

All written documentation of employee performance shall be placed in the employee's personnel file.

18.3 Pre-disciplinary "due process" shall be provided in cases of economic discipline and means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee in order to correct any errors in the record and explain. If the essential facts which support the allegations are not described in detail in the written notice, the City shall provide the Association and the affected employee with all the documents which are relied upon. If a grievance is filed challenging discipline, documents upon which the City has relied shall be provided to the Association and the affected employee if the City has not already done so, and the reasons for the discipline shall not be expanded at a later date, except in such cases where further evidence pertinent to the situation is subsequently discovered.

Notices of disciplinary action shall be retained as the employee's ongoing employment record. For purposes of use in progressive discipline, notices of written reprimands shall be deemed to be stale and removed upon request from an employee's personnel file eighteen (18) months after issuance and letters of suspension or demotion shall be deemed to be stale and removed upon request from an employee's personnel file thirty-six (36) months after they have been issued, unless the employee receives additional discipline for like offenses within the stated period. If that occurs, the original discipline may be used in progressive discipline. All removed records will be retained by the City in a separate file during the Oregon Public Records retention time period.

## **ARTICLE 19 – PERSONNEL FILE - CCL**

Any employee upon his/her request, and at a mutually agreeable time, shall have access to his/her personnel file. Any employee may request management to reproduce his/her personnel file in part or in full for his/her individual use, and such reproduction will be accomplished as soon as is practicable.

No information that reflects negatively upon an employee shall be placed in an employee's personnel file unless the employee has had the opportunity to read and sign the document. In addition, each employee shall have the opportunity to read and sign any evaluations prior to being placed in their personnel file. Employees shall have the right to respond in writing to such material and such response shall be attached thereto.

## ARTICLE 20 – SETTLEMENT OF DISPUTES

20.1 For the purpose of this contract, a grievance is defined as a dispute about meaning or interpretation of a particular clause of this contract or about alleged violation of the contract. Corrective actions, as defined in Article 18, shall not be subject to the grievance procedure.

20.2 Grievances will be processed in the following manner and within the following time limits:

Step 1. The employee will meet informally with his/her immediate supervisor to discuss the problem. If the problem is not resolved at this level, the employee may file a formal grievance as described below.

Step 2. The grievance shall be reduced to writing, signed by the employee and/or the Association and shall include the following information:

- a) A statement of the grievance and the facts upon which it is based;
- b) Remedial Action or request;
- c) The section of the contract to which the grievance relates.

The grievance will be submitted by the employee within fourteen (14) calendar days commencing on the day after learning the facts leading to the grievance, to the first level of supervision outside the bargaining unit in case of non-supervisory personnel, or to the Police Chief in the case of supervisors. The supervisor shall respond within ten (10) calendar days. If the matter is not resolved in Step 2, the matter can be moved to Step 3 as described below.

Step 3. The grievance along with all pertinent information shall be submitted to the Chief of Police in the case of non-supervisory personnel, or to the City ~~Manager Administrator~~ in the case of supervisors by the Association and Local 223. The Chief of Police and/or the City ~~Manager Administrator~~ shall meet with the aggrieved party and the Association representative, and shall render a decision within fourteen (14) days, excluding Saturdays, Sundays and Holidays, beginning with the day after the written grievance is received. If the grievance cannot be resolved within this period of time, it shall be forwarded to Step 4. The Association representative shall notify the City of intent to proceed to Step 4 in writing, within ten (10) calendar days of the rendering of the decision in Step 3 or the matter shall be considered dropped.

Step 4: Mediation: In the event no agreement is reached in Step 3, the party's may mutually agree to mediation. The parties will agree to a mutually acceptable mediator or agree to use a mediator appointed by the ERB or other agreed provider. Costs for the mediator shall be shared. Mediation will have a cap of 90 days from notice of election to mediate. The parties must meet at least twice in the mediation process, unless otherwise agreed, and the parties agree to act in good faith to resolve the dispute. If the grievance remains unsettled after the 90 days, either party may move to Step 5, Binding Arbitration. Request for Arbitration by the moving party must be within the next 30 days or the grievance ends. The parties may mutually agree to extend the 90 days, but such must occur before the expiration of the initial 90 days.

Step 5 Arbitration: An arbitrator shall be selected in the following manner: A list of nine (9) ~~Oregon~~ arbitrators shall be requested from the Employment Relations Board and the parties shall alternately strike one name from the list until only one name is left. The toss of a coin shall decide whether the City or the Association strikes the first name. The one name remaining after such striking shall be the arbitrator. One day will be allowed for the striking of each name. The arbitrator shall be asked to render a decision within thirty (30) calendar days. The power of the arbitrator shall be limited to interpreting of

this contract and/or determining if it has been violated. He shall have no power to alter, modify, add to or subtract from the terms of the Agreement. The decision shall be binding on both parties. The cost of the arbitrator's fees and expenses shall be shared equally by the parties.

20.3 Any or all time limits specified in the grievance procedure may be waived by mutual consent of the Association and the City. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure of the City to adhere to timeliness contained in this Article shall result in the grievance moving to the next step.

20.4 A grievance may be terminated at any time upon receipt of a signed statement from the employee or from the Association that the matter has been resolved.

## ARTICLE 21 – UNIFORMS AND EQUIPMENT

21.1 Authorized uniforms and protective equipment as required by the department will be furnished by the City to each employee with replacement of the same when necessary through wear, destruction or changing of the uniform or equipment. Equipment lost or damaged negligently may be replaced at the employee's expense.

21.2 Uniformed Employees. Uniform cleaning will be furnished by the City. Such cleaning shall be limited to duty uniforms. Necessary dry cleaning of authorized uniforms will continue in accordance with past or otherwise approved Police practices.

21.3 ~~Plainclothes and~~ Detective Assignments. Employees assigned to the detective division ~~or to plainclothes assignment~~ shall receive a one-time reimbursement up to ~~\$250~~ \$500 per fiscal year upon submission of receipts, or up to \$500 at the discretion of the Chief of Police. All receipts are to be submitted by June 1<sup>st</sup> of each year and the reimbursement will be paid in the month of June.



## **ARTICLE 22 – TRAVEL - CCL**

22.1 The City will reimburse employees at the I.R.S. rate in effect the previous January 1 for all miles traveled whenever they are directed and authorized to use their personal vehicles for approved Police Department business.

When lodging is provided on the premises at the travel location and the stay is authorized by the City, only one round-trip per seven-day period will be reimbursed to the employee.

## **ARTICLE 23 – NO STRIKE CLAUSE - CCL**

23.1 During the term of this Agreement, the Association and members of the bargaining unit, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage or slowdown, or any other interruption of City services. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union, or by any other labor organization when called upon to cross such picket line. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this article.

**ARTICLE 24 – MANAGEMENT RIGHTS –**  
**CCL**

24.1 Except as otherwise specifically limited by the terms of this Agreement, the City retains all of the customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

1. To direct and supervise all operations, functions and policies of the Department in which the employees in the bargaining unit are employed;
2. To manage and direct the work force, including, but not limited to the right to determine and retain employees; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies;
3. To determine the need for a reduction or an increase in the work force;
4. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment;
5. To implement new and to revise or discard, wholly or in part, old procedures, materials, equipment, facilities and standards;
6. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith, or without just cause (except a probationary employee).

Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

**ARTICLE 25 – SAVINGS CLAUSE =**  
**CCL**

25.1 The provisions of this contract are declared to be severable, and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional by legislative or judicial authority, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity of any part.

In the event that any section, subsection, clause or phrase of this agreement is held to be invalid or unconstitutional, the parties shall meet within forty-five (45) calendar days of receiving the information regarding invalidity or unconstitutionality to negotiate a replacement that to the extent legally allowable, serves the same purpose as the severed language. If an agreement on suitable replacement language is not reached within ninety (90) calendar days of the party's first meeting, interest arbitration on that issue may be initiated by either party.

**ARTICLE 26 – TERM OF AGREEMENT**  
**– [OPEN]**

26.1 This Contract shall be effective upon execution and remain in full force and effect until June 30, ~~2017-2020~~. It shall remain in full force and effect from year to year thereafter, unless either the City or the Association, or both, shall serve written notice on the other party no later than January 31 of the year in which the Agreement expires, of its desire to modify the Agreement for any reason.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

In the event that both parties find any non-cost section of this contract mutually unacceptable, the parties may develop a joint administrative memorandum to define the new procedure under which they both agree to operate.

This contract may be opened at any time during the duration thereof by mutual agreement of both parties.

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

**ARTICLE 27 - HISTORICAL CLAUSE - CCL**

27.1 Any non-written historical benefit that has not been used during a period of four (4) years shall cease to be interpreted as a historical benefit.

This agreement is signed on this \_\_\_\_\_ day of \_\_\_\_\_ 2014 by the Lebanon Police Association (Teamsters Local 223), and the City of Lebanon.

For the City



\_\_\_\_\_  
Paul Aziz, Mayor  
Date:

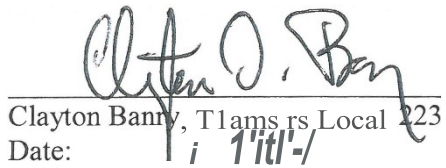


\_\_\_\_\_  
Gary Marks, City Manager  
Date:

For the Union



\_\_\_\_\_  
Patrick O'Malley, President, Lebanon Police Association  
Date:



\_\_\_\_\_  
Clayton Barry, Teamsters Local 223  
Date: 11/11/14

# OLD SALARY SCHEDULE

## APPENDIX A

### SALARY SCHEDULE

Agreement between City of Lebanon and the Lebanon Police Association  
Salary ranges for the period July 1, 2014 through June 30, 2015

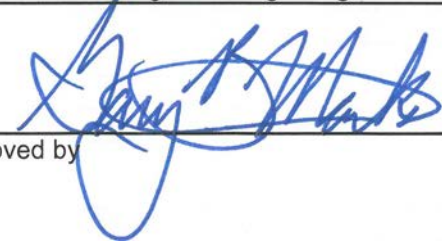
Classification	Step 1	Step 2	Step 3	Step 4
<b>Sergeants - Monthly Base Sala, (LGPI Grade 9)</b>	<b>4771</b>	<b>5107</b>	<b>5566</b>	<b>6014</b>
<i>Potential Additions to Monthly Base Salary:</i>				
3% Detective	143	153	167	180
2.5% Intermediate Certification	119	128	139	150
3.5% Advanced Certification	167	179	195	210
4.5% Supervisory Certification	215	230	250	271
5% Corrections Certification	239	255	278	301
3% Bi-Linqual Fluency	143	153	167	180
<i>Career Recognition Pay - (Added to base salary)</i>				
1% Career Recognition Beginning at the 97th month of service	48	51	56	60
2% Career Recognition Beginning at the 169th month of service	95	102	111	120
3% Career Recoqniti1 Beginning at the 229th month of service	143	153	167	180
<b>Officers - Monthly Base Salary (LGPI Grade 7)</b>	<b>3976</b>	<b>4256</b>	<b>4638</b>	<b>5012</b>
<i>Potential Additions to Monthly Base Salary:</i>				
3.5% Team Leader		149	162	175
3% Field Training Officer		128	139	150
3% School Resource		128	139	150
3% Detective		128	139	150
3% Motorcycle Officer		128	139	150
2.5% Intermediate Certification		106	116	125
3.5% Advanced Certification		149	162	175
4.5% Supervisory Certification		192	209	226
3% Jail Officer		128	139	150
3% Bi-Lingual Fluency	119	128	139	150
<i>Career Recognition Pay - (Added to base salary)</i>				
1% Career Recognition Beginning at the 97th month of service				50
2% Career Recognition Beginning at the 169th month of service				100
3% Career Recoqniti1 Beginning at the 229th month of service				150
<b>Community Policing Officer - Monthly Base Salary (LGPI Grade 6)</b>	<b>3979</b>	<b>4297</b>	<b>4642</b>	<b>5013</b>
<i>Potential Additions to Monthly Base Salary:</i>				
2.5% Intermediate Certification		107	116	125
3.5% Advanced Certification		150	162	175
3% Bi-Lingual Fluency	119	129	139	150
<i>Career Recognition Pay - (Added to base salary)</i>				
1% Career Recognition Beginning at the 97th month of service		43	46	50
2% Career Recoqniti1 Beginning at the 169th month of service		86	93	100
3% Career Recognition Beginning at the 229th month of service		129	139	150
<b>Code Enforcement Officer - Monthly Base Salary (LGPI Grade 5)</b>	<b>3477</b>	<b>3728</b>	<b>3989</b>	<b>4274</b>
<i>Potential Additions to Monthly Base Salary:</i>				
3% Bi-Lingual Fluency	104	112	120	128
1% Career Recoqniti1 Beginning at the 97th month of service		37	40	43
2% Career Recognition Beginning at the 169th month of service		75	80	85
3% Career Recognition Beginning at the 229th month of service		112	120	128



<b>Records Clerk II - Monthly Base Salary (LGPI Grade 5)</b>	<b>3477</b>	<b>3728</b>	<b>3989</b>	<b>4274</b>
<i>Potential Additions to Monthly Base Salary:</i>				
2.5% Intermediate Certification		93	100	107
3.5% Advanced Certification		130	140	150
3% Bi-Lingual Fluency	104	112	120	128
<i>Career Recognition Pay - (Added to base salary)</i>				
1% Career Recognition Beginning at the 97th month of service		37	40	43
2% Career Recognition Beginning at the 169th month of service		75	80	85
3% Career Recognition Beginning at the 229th month of service		112	120	128

<b>Communications Specialists - Monthly Base Salary (LGPI Grade 4)</b>	<b>2927</b>	<b>3161</b>	<b>3414</b>	<b>3687</b>
<i>Potential Additions to Monthly Base Salary:</i>				
3% Field Training Officer		95	102	111
2.5% Intermediate Certification		79	85	92
3.5% Advanced Certification		111	119	129
3% Bi-Lingual Fluency	88	95	102	111
<i>Career Recognition Pay - (Added to base salary)</i>				
1% Career Recognition Beginning at the 97th month of service				37
2% Career Recognition Beginning at the 169th month of service				74
3% Career Recognition Beginning at the 229th month of service				111

<b>Records Clerk I - Monthly Base Salary (LGPI Grade 3)</b>	<b>2707</b>	<b>2924</b>	<b>3158</b>	<b>3411</b>
<i>Potential Additions to Monthly Base Salary:</i>				
3% Bi-Lingual Fluency	81	88	95	102
<i>Career Recognition Pay - (Added to base salary)</i>				
1% Career Recognition Beginning at the 97th month of service				34
2% Career Recognition Beginning at the 169th month of service				68
3% Career Recognition Beginning at the 229th month of service				102


  
 Approved by \_\_\_\_\_ Date 7/16/14

# PROPOSED SALARY SCHEDULE

## APPENDIX A - SALARY SCHEDULE

Agreement between City of Lebanon and the Lebanon Police Association  
Salary ranges for the period July 1, 2017 through June 30, 2018

Classification	Step 1 0-6 Mo.	Step 2 7-18 Mo.	Step 3 19-30 Mo.	Step 4 31+ Mos.
<b>Sergeants – Monthly Base Salary (LGPI Grade 9)</b>	<b>5074</b>	<b>5430</b>	<b>5918</b>	<b>6394</b>
<i>Potential Additions to Monthly Base Salary:</i>				
3% Detective	152	163	178	192
3% Intermediate Certification	152	163	178	192
6% Advanced Certification	304	326	355	384
7% Supervisory Certification	355	380	414	448
5% Corrections Certification	254	272	296	320
3% Bi-Lingual Fluency	152	163	178	192
<i>Career Recognition Pay - (Added to base salary)</i>				
1% Career Recognition Beginning at the 61st month of service (5 years)	51	54	59	64
2% Career Recognition Beginning at the 109th month of service (9 years)	101	109	118	128
3% Career Recognition Beginning at the 157th month of service (13 years)	152	163	178	192
4% Career Recognition Beginning at the 205th month of service (17 years)	203	217	237	256
<b>Officers – Monthly Base Salary (LGPI Grade 7)</b>	<b>4228</b>	<b>4525</b>	<b>4932</b>	<b>5328</b>
<i>Potential Additions to Monthly Base Salary:</i>				
3.5% Team Leader		158	173	186
3% Field Training Officer		136	148	160
3% School Resource		136	148	160
3% Detective		136	148	160
3% Motorcycle Officer		136	148	160
3% Intermediate Certification		136	148	160
6% Advanced Certification		272	296	320
7% Supervisory Certification		317	345	373
3% Jail Officer		136	148	160
3% Bi-Lingual Fluency	127	136	148	160
<i>Career Recognition Pay - (Added to base salary)</i>				
1% Career Recognition Beginning at the 61st month of service (5 years)				53
2% Career Recognition Beginning at the 109th month of service (9 years)				107
3% Career Recognition Beginning at the 157th month of service (13 years)				160
4% Career Recognition Beginning at the 205th month of service (17 years)				213
<b>Community Policing Officer - Monthly Base Salary (LGPI Grade 6)</b>	<b>4231</b>	<b>4569</b>	<b>4936</b>	<b>5329</b>
<i>Potential Additions to Monthly Base Salary:</i>				
3% Intermediate Certification		137	148	160
6% Advanced Certification		274	296	320
3% Bi-Lingual Fluency	127	137	148	160
<i>Career Recognition Pay - (Added to base salary)</i>				
1% Career Recognition Beginning at the 61st month of service (5 years)		46	49	53
2% Career Recognition Beginning at the 109th month of service (9 years)		91	99	107
3% Career Recognition Beginning at the 157th month of service (13 years)		137	148	160
4% Career Recognition Beginning at the 205th month of service (17 years)		183	197	213

## APPENDIX A - SALARY SCHEDULE

Agreement between City of Lebanon and the Lebanon Police Association  
Salary ranges for the period July 1, 2017 through June 30, 2018

Classification	Step 1 0-6 Mo.	Step 2 7-18 Mo.	Step 3 19-30 Mo.	Step 4 31+ Mos.
<b>Records Clerk II, Code Enforcement Office, Communications Specialist - Monthly Base Salary (LGPI Grade 5)</b>	<b>3697</b>	<b>3963</b>	<b>4242</b>	<b>4544</b>
<i>Potential Additions to Monthly Base Salary:</i>				
3% Intermediate Certification		119	127	136
6% Advanced Certification		238	255	273
3% Bi-Lingual Fluency	111	119	127	136
<i>Career Recognition Pay - (Added to base salary)</i>				
1% Career Recognition Beginning at the 61st month of service (5 years)		40	42	45
2% Career Recognition Beginning at the 109th month of service (9 years)		79	85	91
3% Career Recognition Beginning at the 157th month of service (13 years)		119	127	136
4% Career Recognition Beginning at the 205th month of service (17 years)		159	170	182
<b>Records Clerk I - Monthly Base Salary (LGPI Grade 3)</b>	<b>2878</b>	<b>3110</b>	<b>3358</b>	<b>3627</b>
<i>Potential Additions to Monthly Base Salary:</i>				
3% Bi-Lingual Fluency	86	93	101	109
<i>Career Recognition Pay - (Added to base salary)</i>				
1% Career Recognition Beginning at the 61st month of service (5 years)				36
2% Career Recognition Beginning at the 109th month of service (9 years)				73
3% Career Recognition Beginning at the 157th month of service (13 years)				109
4% Career Recognition Beginning at the 205th month of service (17 years)				145

*Revised 7/1/2017  
Includes 3.0% COLA*

Approved by: City Manager, Gary B. Marks

Date

## APPENDIX B – DRUG AND ALCOHOL POLICY

### **Introduction**

The City of Lebanon has a strong commitment to provide a safe workplace for its employees, and to establish programs promoting high standards of employee productivity. Consistent with that commitment, the City and Union have agreed to this Drug and Alcohol Policy to establish and maintain a safe and productive work environment.

### **Prohibited Conduct**

The following conduct is strictly prohibited:

1. Buying, selling, transporting, distributing, or possessing drugs (excluding the possession of the employee's prescription medication) or alcohol while on City property or while off City property performing work duties. "City property" includes all property owned, rented, leased or controlled by the City, including parking lots. It also extends to City equipment and vehicles on or off City property.
2. Reporting for work or returning to duty under the influence of alcohol or drugs, excluding prescribed medications. An employee is considered to be "under the influence" if a prohibited substance is present in his/her body or, for substances measured by volume, is present beyond the agreed upon threshold limits set forth in the Department of Transportation "DOT" regulations.

(The rules governing reporting to work with prescribed medication present in the body are set forth below.)

3. Failing to promptly report convictions and or plea-bargains for an alcohol or drug related criminal offense. All drug and alcohol related convictions and plea bargaining agreements must be promptly reported to the Human Resources Manager. This obligation to disclose applies to all convictions or plea bargains, which occur after the effective date of this Agreement.
4. Failing to comply with City directives regarding enforcement of this policy, including but not limited to refusing to promptly submit to required testing.
5. Giving false, diluted or altered urine samples and failure to comply with rehabilitation conditions imposed by the City or rehabilitation counselors.
6. Failing to comply with DOT or other applicable laws or regulations for those employees covered by such laws and regulations.

"Drugs" refers to all controlled substances as defined by law.

Employees who engage in any prohibited conduct will be subject to discipline, including discharge.

### **Mandatory Testing**

The City may require an employee to immediately submit to blood, urine or breathalyzer testing to detect drugs or alcohol where:

1. The City has reasonable suspicion to believe that an employee has reported to work or returned to duty with alcohol and/or drugs present in his/her body.

Reasonable suspicion shall be defined as suspicion based on observations that the City can describe concerning the appearance, unusual behavior, speech, breath odor, body symptoms or other reliable indicators that an employee has consumed drugs and/or alcohol in violation of this policy.

In the event the City requires an employee to be tested in accordance with the reasonable suspicion testing rule, and the employee tests positive for any amount of drugs or alcohol present in his/her body, the test results shall be deemed conclusive evidence that a reasonable suspicion existed for the City to require the employee to submit to the test.

2. An employee is involved in any work related accident which results in death or bodily injury to the employee, a coworker or another person *or* which results in any property damage beyond damage which is determined by the City to be de minimis.

In the event an employee is injured and is therefore unable to promptly consent to testing, the employee will be required to authorize a release of medical records to reveal whether drugs and/or alcohol were in his/her system at the time of the accident.

3. Required by DOT or other applicable laws or regulations.

4. Required pursuant to a rehabilitation agreement imposed by the City.

### **Prescribed Medication**

Employees utilizing any prescribed medication, which is accompanied by warnings that the medication may impair mental or motor skills or cause drowsiness, must immediately report this treatment to his/her supervisor so a determination can be made regarding the effect of the medication on the employee's ability to safely perform his/her job.

### **Searches**

The City reserves the right to conduct searches of its vehicles, property or equipment at any time. The City reserves the right to require an employee to submit to a search of his/her possessions brought into the work place if the City has reason to believe the employee is concealing drugs and/or alcohol in the item(s) being searched. The City will not request or require any employee to submit to a search of his/her body.

## **Safeguards**

All testing will be done by a laboratory designated by the City, which is certified in accordance with the standards disseminated by the National Institute of Drug Abuse and Department of Transportation. Positive drug test results will be reported to the Human Resources Manager. All positive drug test results will be confirmed using GCMS methodology. Drug test results will be considered medical records and treated as confidential to the extent required by law.

The City will pay for the cost of any required testing and any required evaluation for drug and/or alcohol dependencies, which are not covered by the group insurance policy.

Employees who question the validity of the controlled substances test may request in writing a retest or a split sample test within seventy-two (72) hours of the results of the original test.

## **Rehabilitation**

The City encourages employees who have drug and/or alcohol dependencies or think they may have such dependencies to seek assistance voluntarily. When an employee voluntarily reports a drug or alcohol dependency and seeks assistance, that employee will be placed on a leave of absence or adjusted working hours to allow for inpatient or outpatient rehabilitation treatment as recommended by the rehabilitation counselors.

The employee will not be permitted to work until such time as a competent medical authority, approved by the City, has certified that the employee has controlled the problem and is able to safely perform his/her job duties. However, if an employee claims drug or alcohol dependencies *after* violating this policy, the employee will be subject to immediate discharge, irrespective of such dependencies.

The time an employee is off work undergoing rehabilitation is unpaid. However, employees may draw their unused, accumulated sick leave and/or vacation pay. Also, employees who are receiving health insurance coverage will be eligible for continuation of health insurance benefits with standard City contributions as required by the Family Medical Leave Act.

In order to continue working for the City, an employee seeking assistance must agree to all treatment, rehabilitation, after-care and follow-up testing as set forth in a written rehabilitation and return to work agreement required by the City.

**FOR THE CITY OF LEBANON**

# Memorandum of Understanding

## 12-Hour Work Plan

Effective Date: February 1, 2008

~~Purpose and Reference: This MOU addresses and defines equalization for the 12-hour work plan for the life of the current collective bargaining agreement, and in particular the adjustment made pursuant to past-practice in order to equalize to the greatest extent possible hours of work on the twelve (12) hour shift with hours of work on the eight (8) or ten (10) hour shifts.~~

~~Equalization: Employees who work an eight or ten hour shift work approximately 2087 hours per year. Employees who work a twelve (12) hour shift work approximately 2191 hours per year. In order to equalize the differential to a degree appropriate, it is agreed that employees assigned to work a twelve (12) hour shift will receive a "shift credit" of fifty six (56) hours per year, as follows: In January of each year officers then assigned to the twelve (12) hour shift will receive a shift credit of six and one half (6.5) hours. For each month during the remainder of the year, officers then assigned to a twelve (12) hour shift will receive a shift credit of four and one half (4.5) hours. A shift credit must be taken as time off within the pay period in which it is earned, and reflected appropriately on the time sheet. If a shift credit is not taken, it shall not be carried forward and will be forfeited. Shift credit time off may be combined with compensatory time or vacation leave which is approved in accordance with the compensatory time off and vacation articles of the collective bargaining agreement.~~

~~"Shift credits" as referred to herein have traditionally been referred to as "earned leave" which is separate and distinct from vacation, holiday and compensatory time. Time off under this MOU is not merged with or added to any other form of accrued leave bank and must be taken off in accordance with the terms of this MOU.~~

For the City of Lebanon

Date:

# Agenda Item 8





925 S. Main Street  
Lebanon, Oregon 97355

TEL: 541.258.4906  
cdc@ci.lebanon.or.us  
www.ci.lebanon.or.us

# MEMORANDUM

## *Community Development*

To: Lebanon City Council  
From: Walt Wendolowski, AICP  
Community Development Director  
Subject: Resolution for Temporary Suspension of  
Permits for RV Parking, Temporary Sales  
and Street Vendors

Date: August 2, 2017

On August 21, 2017, Lebanon will be one of several cities in the path of a Total Solar Eclipse. This significant, astronomical event is expected to attract many viewers to the Willamette Valley, and elsewhere. Several individuals contacted City staff asking whether the City would allow overnight parking of RVs on private property or incidental sales during the event.

Staff believes some leeway in permit enforcement would be appropriate – much like the City does during the Strawberry Festival. To this end, staff is suggesting the City Council pass a Resolution suspending Code mandated permits for overnight RV parking, temporary uses and street vendors. A draft resolution is attached and summarized below:

- **Section 1. Permits Suspended.** Permits for overnight RV parking, temporary uses and street vendors will be suspended with the specific Municipal Code Chapters or Sections identified.
- **Section 2. Duration.** The permitting process would be suspended from Friday, August 18 to Monday, August 21, 2017. Permitting requirements would be in force prior to, and after, those dates.
- **Section 3. RV Parking on City Property Prohibited.** The overnight parking of RVs on any City property (except Gill's Landing) is prohibited. This includes parks, alleys, streets, and similar venues.
- **Section 4. Property Owner Responsibility.** Overnight parking on private property would be allowed. However, the property owner will be held responsible for on-site activities including violation of City Code.

- **Section 5. Remaining Municipal Code Provisions.** Unless specifically identified by this Resolution, all remaining Municipal Code provisions remain in effect.
- **Section 6. Effective Date.** This resolution becomes effective immediately.

**It is recommended the City Council approve the Resolution regarding the temporary suspensions of the identified permits.**

**A RESOLUTION TEMPORARILY SUSPENDING ) RESOLUTION NO. 2017-33  
PERMIT REQUIREMENTS FOR OVERNIGHT RV )  
PARKING, TEMPORARY USES AND STREET )  
VENDORS**

**WHEREAS**, on August 21, 2017, Lebanon will be in the path of a Total Solar Eclipse; and

**WHEREAS**, this is a unique event that has the potential to attract a significant number of visitors to the City of Lebanon; and

**WHEREAS**, many visitors will be arriving in recreational vehicles (RVs) and will need a place to park their vehicles; and

**WHEREAS**, miscellaneous sales related to the Total Solar Eclipse may occur; and

**WHEREAS**, it is important to provide reasonable opportunities for visitors, along with citizens, to enjoy this event while ensuring public safety.

**NOW, THEREFORE, THE CITY OF LEBANON, LINN COUNTY, OREGON, DOES RESOLVE AS FOLLOWS:**

**Section 1. Permits Suspended.** Permits required for overnight parking of recreational vehicles (RV) outside of an RV park (Municipal Code Chapter 15.16); establishment of a temporary use (Municipal Code Section 16.19.110) and provisions for street vendors only (Municipal Code Chapter 5.32) shall be suspended for those times outlined in Section 2 of this Resolution.

**Section 2. Duration.** Suspension of the permits identified in Section 1 of this Resolution shall be limited to Friday, August 18 to Monday, August 21, 2017. Permitting requirements shall be in force prior to, and after, those dates.

**Section 3. RV Parking on City Property Prohibited.** With the exception of Gill's Landing RV Park, the overnight parking of RVs on City property, including parks, alleys, streets, and similar venues, shall be prohibited.

**Section 4. Property Owner Responsibility.** Overnight parking on private property shall require permissions of the property owner. Further, the property owner shall be held responsible for activities that occur on site, including potential violations of the City Municipal Code for items such as noise, odors, trash, and similar nuisances.

**Section 5. Remaining Municipal Code Provisions.** Unless specifically identified by this Resolution, all remaining Municipal Code provisions remain in effect.

**Section 6. Effective Date.** This resolution shall become effective upon passage by the Council and approval of the Mayor.

Passed by the Lebanon City Council and executed by the Mayor on this 9<sup>th</sup> day of August, 2017 by a vote of \_\_\_\_ yeas and \_\_\_\_ nays.

CITY OF LEBANON, OREGON

---

Paul R. Aziz, Mayor   
Bob Elliott, Council President

ATTESTED BY:

---

Linda Kaser, City Clerk

# Agenda Item 9



## CITY MANAGER REPORT

Reporting period: July 2017

### I. A. ADMINISTRATION – Gary Marks, City Manager

**Month in Review:** The following provides the highlights of my work during the month of July

- The beginning of July we were fortunate to welcome Kendra Antila into her new position as our Library Director. Our library is in very capable hands with Kendra and I am looking forward to seeing the organization thrive with her leadership. The department directors had a welcoming lunch in her honor on July 17<sup>th</sup>.
- Work continues on the City Council goal of attracting a new Truck-Rail Trans-Load Facility to Lebanon. Funding for the project was included in a major transportation bill recently passed by the Oregon Legislature. Mayor Aziz, myself and others are currently working to prepare for a presentation to the Oregon Transportation Commission that will demonstrate Lebanon's readiness to host the new facility. We will update the Council as news concerning the facility develops.
- I have been working with Chief Stevenson, Maintenance Director Williams and Community Development Director Wendolowski to make preparations for the upcoming eclipse event on August 21<sup>st</sup>. All available resources will be on standby to respond to a possible influx of several thousand people into our area. Staff will update the Council on these plans at the August 9<sup>th</sup> Council meeting.
- Director Whitlatch and I continue to work with Stangland Architects and the Oregon Department of Transportation on the placement of a new "Welcome to Lebanon" monument sign on the north end of town adjacent to Highway 20. Finding a location that meets ODOT standards has been a challenge, but we continue to work through the issues and I am hopeful for a resolution soon. Staff will update the Council concerning placement and design once such preparations have been completed.
- Many of our City staff worked hard on the recently completed Oregon Mayors' Conference. By all accounts, the various events, including the downtown Mayors' on Main Street event, were huge successes. Our success was due to a lot of hard work and extra effort from City staff and many community volunteers. I am grateful for these efforts and feel that Lebanon made a great impression on community leaders from throughout Oregon. During the event, I teamed with Leigh Matthews Bock to guide groups of mayors through tours at COMP-Northwest and the Edward C. Allworth Veterans' Home.
- Debi Shimmin and I have been preparing the recruitment process for a new Finance Director. Input from Finance staff has been used to update the job description and preparations are now in place for the job opening to be advertised through a number of placements beginning August 14<sup>th</sup>. We expect interviews to take place in early October with a new director beginning in early November. I will update the City Council going forward as developments warrant.
- In addition to the above listed activities I also attended the Lebanon Chamber of Commerce "Business Matters" and "Chamber Forum" lunches and the "Business After Hours" event at the new LBCC Health Occupations Center. I also participated in Friday Greeters Meetings, the monthly meeting of the Lebanon Arts Commission, the dedication of a Blue Star Memorial at the veterans' home, and the dedication of the new baseball scoreboards at Bob Smith Park. Other meetings included routine staff meetings and meetings of the Lebanon Optimist and Rotary Clubs.

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## B. HUMAN RESOURCES – Debi Shimmin, HR Generalist

- **Employee Safety/Wellness Committee:** VALIC will be available to staff on August 10 to provide financial information.
  - Completed the RFC (request for coverage) for employee life insurance through CIS/The Hartford. Open enrollment is in October 2017. A new website vendor has been hired and staff will need to be trained once again on logging in to complete registration process and verification of beneficiaries.
  - Attended the Benefits Advisory Committee meeting in Keizer on July 21, 2017.
- **Employee Safety/Wellness Committee:** The 2016/17 year ended with no loss time injuries. This makes 1 loss time injury over the past 4 years.
  - The 2016/17 Safety Calendar was approved and was distributed to staff.
  - The Annual Safety Committee's BBQ is scheduled for August 15, Staff and City Council have been sent invitations.
- **Employee Recruitment:** Building Maintenance Technician: The recruitment opens on July 29, 2017, and will close on August 26, 2017.
  - Custodian I: Applicants were interviewed on July 25. A hiring recommendation is pending.
  - Engineering Tech II: Kolson Shanks was hired and begins work on July 25, 2017.
  - Finance Director: The recruitment opens on August 14, 2017, and will close on September 22, 2017.
  - Library Assistant II: An internal recruitment is being conducted interviews are scheduled for July 28, 2017.
  - Park Maintenance Worker: The recruitment is in the planning stages and will open sometime in August.
- **Employee Training:** Attended the PERS retirement workshop on July 6, 2017.
  - The LGPI Conference is scheduled for August 10 in Salem, Oregon.
- **HR Notes:** Teamsters ratified the collective bargaining agreement on a vote of 18-2 on July 24. The Management team will present to the City Council for adoption at the next meeting.

## II. LEGISLATIVE / CITY CLERK – Linda Kaser, City Clerk

- **City Council Meetings:** Presently, the only meeting scheduled for this month is August 9 at 6:00 p.m.
- **City Fees Schedule:** An amendment to the City Fees Schedule will be considered in August. Proposed changes include Public Improvement Drawing Review and City Park Liquor Permit fees.
- **Liquor Licenses:** Special event applications for July were received from Conversion Brewing (Business After Hours), The Oaks (Music for Memories), ABC House (Runaway Pumpkin Half Marathon) and seven applications for the Wine & Art Walk.
- **Mayors Conference:** Most of my month was spent finalizing last minute details for the 3-day Mayors Conference. I received many compliments from different Mayors throughout Oregon. It was a huge success!

## III. COMMUNITY DEVELOPMENT – Walt Wendolowski, Director

### A. Planning:

- The Commission met in July to review an Annexation application for three parcels along South 9<sup>th</sup> Street and unanimously recommended City Council approve the request. The Council will hear this case at their August 9 meeting. The Commission also approved a four-lot subdivision on Wassom Street designed for duplexes. Due to a lack of applications, the August meeting was cancelled.
- The Department approved an Administrative Review for a minor expansion of a church, a Partition and Administrative Review to create attached townhouses and a Property Line Adjustment. Two residential Partition applications are currently pending.
- Transportation System Plan's consulting team is continuing work. Periodic updates and a comments map may be found at [www.lebanontsp.org](http://www.lebanontsp.org).

### B. Building:

- The end of Fiscal Year 2016/17 arrived. The City processed 740 building permits, receiving \$393,624 in fees on \$27,604,475 in valuation. By comparison, for Fiscal Year 2015/16 the fees were \$526,025 on \$54,109,888 in valuation. Fees and values were higher in FY 2015/16 due to a greater number of commercial/industrial permits as

well as permits for commercial additions and single family homes. However, while fees were reduced, the Department fees still exceeded budget expectations.

#### IV. ENGINEERING SERVICES – Ron Whitlatch, Director

- Construction of the New Water Treatment Plant (WTP) is continuing. Slayden Constructors (SCI) has the footings and pump station slab for the settling basins at the Water Treatment Plant Site. SCI has installed the temporary work bridge and cofferdam on the South Santiam River to begin construction of the new Raw Water Intake. Current schedules for actual building construction have been submitted to Staff for approval, and it is likely it will begin in August. To date there have been no change orders, and the project is on schedule.
- SCI will begin construction of the two canal borings during the first part of August. This work is extensive and fairly complex due to the depth (18 – 20 feet) and proximity to the canal. Work at this location is expected to last until the first part of October. During this time, portions of the Cheadle Lake Parking Lot will be closed and access to the trail will be re-routed.
- Staff has begun a design for sidewalks on Dodge Street between Williams Street and Bromil Street. Staff has received numerous complaints citing the lack of safe pedestrian facilities in this neighborhood. Staff will begin contacting property owners this fall in hopes of negotiating the needed right-of-way to complete the project.
- Construction of the 'E' Street Sanitary Sewer Replacement from 7<sup>th</sup> Street to 4<sup>th</sup> Street has begun. Pacific Excavation plans to be done before school starts in the fall.
- Staff is working with Linn County and ODOT to realign the intersection of Dewey and Walker Road at Highway 20. Linn County is in possession of the property where the old Hoskins Supply was located. Staff is currently working on funding the project.
- Construction of the Airport Road Extension Project is progressing on schedule. North Santiam Paving is continuing to work on the extension of Airport Road from Safeway to Russell Drive and installing utilities from HW 20 to Porter Street along Russell Drive. Currently Russell Drive is closed from Franklin Street to Primrose as they install utilities and prep for curb and gutter. The big push now is to ensure that Airport Road is open to through traffic before school starts in the fall.
- Staff is currently working with ODOT to install a Pedestrian Activated Crosswalk light at the intersection of Fifth Street and Tangent Street. ODOT is going to fund the construction of this improvement through an IGA with the City. The project is currently being designed by David Evans & Associates. We are hopeful that it can be constructed this fall.
- The first phase of Porter Park, which was to strip and prep the site for construction has been completed. The next phase will be to install utilities. Staff has held pre-construction meeting with the Concrete and Electrical Contractors. Once utilities are complete electrical conduits and concrete work will begin. It is anticipated that this will take well over a year to complete.
- The new parking lot area of Samaritan Campus site is close to completion. The site has been paved and underground storm drainage utilities are complete. Relocation of Fire Hydrant complete this last week. Final stage of work in progress.
- The expansion of the Linn-Benton Community College Advanced Transportation Technology Center (Heavy Equipment Center, and Innovation Center) at the far west end of the City on Oak Street is nearly complete. Temporary Occupancy has been granted.
- The building is near completion on the new Linn-Benton Community College Health Occupations Center. Parking lot paving scheduled for next week with occupancy of building to follow. 5th Street improvements are completed, but streetscaping is yet to be completed. The utilities are installed and the site fire hydrant is operational.
- Expansion of the Lebanon Hospital Emergency Department continues. The public sanitary sewer was extended north to the northern driveway and the helicopter pad was relocated. Additional parking lot improvements and utility work adjacent are at 90% completion.
- Construction of the Conser "Aspen Place" Apartments on 2nd Street just south of Airport Rd continues. Building in the final stages of completion. The public water system extension is completed the new fire hydrant operational.
- Gleanns at River Place II is a residential subdivision between Kokanee Way and the Santiam canal north of River Road near Cheadle Lake. The public improvements are complete. Staff approved the subdivision plat. Construction of homes has begun and almost complete.
- Public improvements are complete and accepted building permits to be issued soon for duplexes that will be constructed at the northwest corner of 7th Street and Airport Road.

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- Public improvements are near completion of the duplexes on West Ash Street east of 10th. With building permits issued for 2 duplexes under construction at this time.
- Home construction continues in the Eagle View Subdivision (east of South Main south of Joy), Heather Estates Subdivision (west of South Main Road south of Joy), and Santiam Riverfront Estates (east of Mountain River Drive by the Santiam River). The Gleann Subdivision (formerly known as Santiam River Place 3 along Kokanee Way) is full. Staff continues to review site plans for additional homes for these subdivisions and other home sites throughout the City.
- Plans have been approved for the new Kidco Head Start campus on S Main Road and Joy St. Existing home had been demo. Site work is expected to start soon.
- Plans have been approved for the new Samaritan Treatment and Recovery center located on the Corner of Hwy 20 & Tangent St. (former Teen Challenge building demo) Site work is expected to start soon.
- Stutzman Residential Project plans have been approved for a 5-plex off Second Street. Site work is expected to start soon.
- Plans have been approved for the new Keller-Williams building off Grant Street, west of Williams. Site work and demo of old building has begun. Site work is in progress.

**V. FINANCE SERVICES – Tina Huff, Assistant Finance Director**

- Working with Willamette Neighborhood housing services on completing paperwork on the community block grant for housing improvements.
- Working with contractor (Tiberius Solutions) on the financial feasibility of creating two downtown URD's
- February 24<sup>th</sup> council work session on utility billing process, beginning process to bring back to council new procedures, biggest change proposed will be property owner responsibility for water/sewer billings
- Moving forward with implementing an IVR system which should start the week of July 24<sup>th</sup>. The IVR system is another option allowing customers to pay their utility bills over the phone or through the use of a smart phone app, 24 hours per day. Working with Springbrook to finalize a contract.
- Working with Valley Landfills Inc., on a new lease for the transfer station property.
- Submit any 2016-2017 invoice immediately, this will help us, as audit is closely approaching. Also take a look at your last year's budgets, let me know if something need correction.
- Accounts Payable; FY16/17 payments made in July 2017, 91 invoices were processed for payments of \$172,470.22
- Accounts Payable; FY17/18 payments made in July 2017, 164 invoices were processed for payments of \$855,177.69
- **Utility Billing for July 2017:**
- 5,767 Billing statements mailed by the end of July = 4,003,669.19
- 1257 Accounts received a penalty (past due 6/20/17).
- 288 lien letters mailed to property owners.
- 95 accounts were locked off for non-payment on 7/12/17 for bills due 6/20/17.
- 3- pre-lock off notices was delivered to -3- Mult-Family buildings and were locked off, accounts have since been paid.
- 74 accounts were reconnected the same week. The balance was vacant properties or the tenants moved out and property is back in the owner's name.
- 3 accounts called for after-hours reconnect, both made on line payments as promised
- Total of 507 Service orders: 74 Move Outs, 84 Move ins, 4 Turn offs, 43 Turn on, 89 reconnects, 31 read request, 1 Dead meters, 5 Leak Checks, 2 Lid Hazard checks, 100 Lock offs, 47 Meter Change out, 4 New Meter Installations, 0 Pressure check, 23 misc. other.

	July 16	Aug 16	Sept 16	Oct 16	Nov 16	Dec 16	Jan 17	Feb 17	March 17	April 17	May 17	June 17	1 yr. ago June 16
Billing Statement	5767	5725	5712	5703	5703	6001	5688	5694	5986	5703	5713	5997	5712
Penalty applied	1257	910	1205	1416	-0-	1175	1112	794	927	832	852	1041	1194
Lock Offs	95	123	75	121	137	82	122	124	112	69	94	144	68

- 66 Sewer /Stormwater accounts transferred to Linn County Tax Rolls. \$48,730.80

**VI. INFORMATION TECHNOLOGY SERVICES – Brent Hurst, Director**

- Upgraded Radio recording equipment for Police at Peterson's Butte.
- Phase II of GIS Flyover has been started for Fiscal Year 2017-2018.
- Work continues with Engineering on the Water Treatment Plant project.
- Starting conversations with ESRI to discuss moving GIS maps to the cloud for the City.

**VII. LIBRARY – Kendra Antila, Director**

- 94 adults and 166 children attended a summer reading performance with "Creature Teachers" where they received hands-on learning with rescued/rehabilitated reptiles, including a baby alligator.
- The library staff have proven themselves to be fabulously supportive and highly adaptable as we all settle in to our new duties since Carol's retirement and my assumption of the role of Director.
- The interview for the Library Assistant II position (an internal recruitment) occurs today, July 28th. The next step will be reinstating our lone on-call employee back to part-time (to fill the anticipated vacancy after the Library Assistant II position is filled). Efforts will then focus on a search for another on-call employee.
- In our continuing efforts to connect with current and future patrons, the library now has an Instagram account. Follow us at lebanon\_library for fun library events and information.

**VIII. MAINTENANCE – Jason Williams, Director**

**A. Streets:**

- sweeping continues including sweeping of the Downtown core area every week and the monthly sweeping of the cities of Brownsville and Halsey.
- Readied the paint machine and started curb painting throughout the city.
- Graded, rocked and applied dust control (lignin) to all City maintained gravel roadways.
- Replaced the entire walk/wait light assemblies at the intersection of 2<sup>nd</sup> and Oak Streets.
- Mowed all street scapes including all of the trail right of ways.
- Made all necessary preparations for the Mayors conference. Setup traffic control, tents and portable toilet facilities. Delivered mayors via busses to all sponsored events.
- Moved Dial-A-Bus riders bench from the outside seating area at Schmizza's to the area in front of the Dollar Store.
- Replaced vandalized street signs.
- Removed heaved sidewalk sections on Glen Oak and Lupine Street. Removed one street tree and stump that was causing the heaving. Home owner agreed to replace sidewalk panels.
- Pothole patched around town as needed.
- Watered all downtown hanging baskets daily as well as the City entrance sign plants.
- Placed and removed street banners as needed for various events in the City for the month of July.

**B. Collections (Sanitary-Storm):**

- Televising and cleaning of sanitary sewer mains continues.
- Completed lateral locates for contractors.
- Mowing of all ditch ways has been completed. Including the large right of way mowing on Berlin Road.
- Assisted the water crew with the vactor for water main leaks.
- Completed the painting of various outside items at City Hall for Mayors conference.
- Placed new flag pole at City Hall.

**C. Water:**

- Placed new water services for development.
- Replaced failing water services.
- Completed lock offs and reconnects.

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- Completed daily water service orders including: customer service issues, water samples at all 16 locations, locates, leak checks and other customer driven needs.
- Completed meter reading.
- Repaired three water main leaks.
- Leak repairs have taken most of the crews time this month.

**D. Parks:**

- Mowing continues in all parks.
- Baseball field maintenance for all three of the large State or District tournaments being held at Bob Smith. We have a staff person onsite for all games even through the weekend to maintain the field and grounds for these very busy tournaments.
- Setup for three very large events and numerous other parks rentals. Moved in many additional tables for different events.
- Toured all of the school district facilities developing a plan to assist with the maintenance of all school grounds.
- Vandalism repairs are made daily.
- Weekly playground safety inspections are completed.
- Placed three new scoreboards and trenched in all electricity to each at Bob Smith Park.

**IX. POLICE – Frank Stevenson, Chief of Police**

- As of July 23<sup>rd</sup>, 2017, 121 individuals were booked and released, brought to Lebanon Municipal Court or Linn County Court, transported to/from Linn County Jail or sentenced to Lebanon Municipal Jail. A combined 151 days were served by inmates in the Lebanon Jail.
- The Patrol Division had approximately 1,873 calls for service this month, made 168 arrests, wrote 257 case reports, and issued 179 traffic citations.
- Since our last report, Lebanon Police Department hosted a two-day ALICE (Alert, Lockdown, Inform, Counter, Evacuate) training seminar. This training is geared to promote proactive strategies to improve the chances of survival during an active shooter event.
- The new LINE (Linn Interagency Narcotics Enforcement) team is now up and running. The team is comprised of the following agencies: Sweet Home Police Department, Lebanon Police Department, Albany Police Department, Oregon State Police, U.S. Department of Justice, Linn County District Attorney's Office, and Linn County Sheriff's Office. Recently, the team assisted in a major drug trafficking case that crossed state lines. The team assisted in seizing 1,814 grams of heroin and approximately 2,319 grams of methamphetamine. Lebanon's detective assisted in multiple investigations with Benton County Sheriff's Office and the Corvallis Police Department. He began three narcotics investigations targeting a high-level dealer.
- Over the past month, the Detectives Division has been working on several involved cases. They were assigned 8 cases for direct follow-up, and 13 cases for information. They were able to execute several search warrants, and made an arrest of a prominent dealer. Staff members continue to work an extensive sex abuse case. They were able to close 7 cases this month.
- We had two Lebanon inmates participate this month in our newly-formed Lebanon Jail Inmate Work Crew Program. Over the course of two days, a total of 17 hours was worked with inmates weeding at Gills' Landing and Riverview School, assisting the Public Works Department, ultimately saving the City of Lebanon manpower and revenue.
- The Community Services Division remains actively involved with many local events. This month, several staff members participated in the 17<sup>th</sup> annual Law Enforcement Torch Run/Ride, where local law enforcement agency members join together to raise money for Special Olympics.
- Community Services Division members conducted a Business Watch meeting, and worked on finalizing preparations for the annual National Night Out event that will be held on August 2<sup>nd</sup>.
- Community Policing Officer Dala Johnson spent time assisting in the preparation for the upcoming Mayors' Night On Main Street event, part of the conference weekend where the City of Lebanon is hosting mayors from around the state of Oregon for the annual Oregon Mayors Conference.
- Preparations are underway for the joint Lunch-With-The Chiefs (Lebanon Police and Lebanon Fire) event to be held in the month of August.

X. **SENIOR SERVICES** – Kindra Oliver, Director

- We will be working on finalizing our Transit Development Plan with with ODOT and Nelson/Nygaard. Staff will be looking to fine tune the deviated fixed route and schedule. We hope to market the enhanced service in September.
- On July 6, the Oregon State Legislature passed HB 2017, which makes significant multi-modal transportation investments in Oregon. The bill is now awaiting Governor Brown's signature. The following is a brief summary of public transportation improvements found in Section 122 of the bill:
  - The programs funded by these revenues will be operative on or after January 1, 2019, with distributions as follows:
  - Ninety percent to counties without a mass transit district or transportation district, mass transit districts, transportation districts, and federally-recognized tribes;
  - Five percent to "public transportation service providers" (see Section 122m(1) for definition) based on a competitive grant program adopted by the Oregon Transportation Commission, or OTC, by rule;
  - Four percent to public transportation service providers to improve public transportation between two or more communities; and
  - One percent to ODOT to establish a statewide public transportation technical resource center to assist public transportation providers in rural areas with training, planning, and information technology
  - Many of the STIF program details will be determined over the next year. ODOT staff are working on developing an STIF Implementation Plan. This plan will describe the process and schedule for making the STIF program operative by January 1, 2019. ODOT will continue to inform and involve public transportation providers and key stakeholders as the process continues.
- The Senior Center August events, classes, workshops and activities are posted on the city's website and on the Senior Center Facebook page.

# Agenda Item 10





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# MEMORANDUM

## *Community Development*

To: Gary Marks  
From: Walt Wendolowski, AICP  
Community Development Director  
Subject: Construction Tax Impact

Date: August 7, 2017

### I. BACKGROUND

Senate Bill 1036 allows school districts to impose a tax on new construction. Payment is based on a dollar amount per square foot and is applied to all residential – and non-residential – buildings. The fees are collected by the City, and after deducting administrative costs, the money is forwarded to the school district to be used for capital improvement debt.

The Lebanon School District will be considering such a construction tax at their next Board meeting. The purpose of this memorandum is to address the financial impact on permitting activity.

### II. DISCUSSION

The square-footage fee is dependent on the type of use: for FY 2017/18 the residential fee is \$1.26 per square foot; non-residential is \$0.63 per square foot with a \$31,400 cap. Staff reviewed several building permits to consider the financial impact. This is not an in-depth analysis but simply to provide some examples:

- Single Family Home – A permit was recently issued for a 2,250-square foot home. The building permit fee was approximately \$1,300 and SDC fees were approximately \$11,900 for a total of \$13,200. Based on the above fees, the construction tax would amount to \$2,835. The combined permit, SDC and construction tax total is \$16,035. The construction tax effectively represents a 17.6% increase in fees to obtain the residential building permit.
- Non-residential – Staff examined three non-residential projects and calculated the following construction tax based on the above noted fee:

<i>Building</i>	<i>Square Footage</i>	<i>Construction Tax Fee</i>
LBCC Health Sciences	44,458	\$28,008
COMP-NW*	58,858	\$31,400
ENTEK (expansion)	11,000	\$6,930

\*COMP-NW fee is \$37,080 but is limited to a legal maximum of \$31,400.

### III. SUMMARY COMMENTS

The City's official position on the fee is a policy decision left to the City Council. Staff would like to share a few concerns regarding the tax.

- Construction Cost – Adding \$31,400 to a multi-million project will likely not break the project's budget. However, there may be a negative impact when the construction tax results in a 17.6% fee increase for a residential building permit.
- Administration – The City is responsible to collect the fees and distribute the monies to the School District. While the City can receive a 4% administrative fee (\$2,766 for the above noted examples) for program operation, this still places an additional burden on staff.
- Public Relations – In a similar vein to the previous concern, any questions, concerns or resentment regarding the fee will likely be directed to the City as the collector of the fee. Again, this places an additional burden on staff.





# Oregon

Kate Brown, Governor

Department of Revenue  
955 Center St NE  
Salem, OR 97301-2555  
www.oregon.gov/dor

**Issue:** Indexing of School Construction Tax Limits

**Statute Reference:** ORS 320.170

**Last Updated:** June 30, 2016

## Background:

Passed in 2007, SB 1036 allowed school districts to impose a tax on new construction measured by the square footage of improvements (affordable housing, public buildings, agricultural buildings, hospitals, private schools, and religious facilities are exempt). SB 1036 defined and required revenues to be used for capital improvements. Construction taxes imposed by a school district must be collected by a local government, local service district, special government body, state agency or state official that issues a permit for structural improvements regulated by the state building code. An intergovernmental agreement with local governments collecting the tax is required and collection expenses are limited to 4% of tax revenue. DCBS is allowed to establish an administration fee of .25% of tax revenue. School districts with construction tax revenue are required to develop long-term facility plans. Construction taxes may be used for repayment of capital improvement debt.

## Tax Limit Calculations:

SB 1036 set tax rate limits of \$1 per square foot for residential use and \$0.50 for nonresidential use, along with a \$25,000 tax limit on nonresidential properties. Beginning in 2009, tax rates were indexed to inflation using the Engineering News-Record Construction Cost Index. As prescribed in statute, DOR is responsible for updating tax rate limits and notifying affected districts. To notify affected districts DOR has partnered with Department of Education who receives updated limit calculations from DOR and notifies the affected districts.

Tax rate limits by fiscal year:

Fiscal Year	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18
Residential*	1.07	1.11	1.14	1.17	1.20	1.23	1.26
Non-Residential*	0.54	0.55	0.57	0.58	0.60	0.61	0.63
Non-Residential Max	26,800	27,700	28,400	29,200	29,900	30,700	31,400

\* Dollars per square foot