

LEBANON CITY COUNCIL AGENDA

March 14, 2018 (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.

CALL TO ORDER / FLAG SALUTE

ROLL CALL

APPROVAL OF COUNCIL MINUTES: February 14 Regular Session and February 28, 2018 Work & 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 – March 14, 2018
- APPOINTMENTS:** Bike & Pedestrian Advisory Board & Budget Committee, Ward 3 – Josh Port
Entrance Sign/Monument Ad Hoc Committee – Jeff King, Ed Malewski,
Mel Neufeld, Alysia Rodgers, Sally Skaggs, Kendra Antila &
Jason Williams
- BOARD MINUTES:** Arts Commission – January 22, 2018
Bike & Pedestrian Advisory Board – October 26, 2017
- EASEMENTS:** River Road – Multi-Use Path
Santiam Riverfront Estates Subdivision – Public Pedestrian Access

PROCLAMATION / PRESENTATION / RECOGNITION:

- National Child Abuse Prevention Month Proclamation, read by Mayor Aziz
- Distracted Driving Awareness Month Proclamation, read by Mayor Aziz
- National Library Week Proclamation, read by Mayor Aziz

- Coalition on Homelessness, presented by Community Service Officer Dave Albanese
- 2016/17 Water/Wastewater Treatment Plant Annual Report, presented by Engineering Services Director Ron Whitlatch

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.*

REGULAR SESSION:

1) Lebanon Chamber of Commerce – Tourism Agreement

Presented by: Gary Marks, City Manager

Approval/Denial by MOTION

2) Lebanon Fire District – City IT Services Intergovernmental Agreement

Presented by: Brent Hurst, IT Services Director

Approval/Denial by MOTION

3) Bond Refinancing/Refunding (B05003 & B07002)

Presented by: Matt Apken, Finance Director

Approval/Denial by RESOLUTION NO. 2018-5

Approval/Denial by RESOLUTION NO. 2018-6

4) City of Albany Canal Intergovernmental Agreement

Presented by: Ron Whitlatch, Engineering Services Director

Approval/Denial by MOTION

5) Approval to Award Russell Drive-River Road Project

Presented by: Ron Whitlatch, Engineering Services Director

Approval/Denial by MOTION

6) Repealing and Replacing Ch. 3.04 Public Contracting Ordinance

Presented by: Tre Kennedy, City Attorney

Approval/Denial by ORDINANCE BILL NO. 2018-2, ORDINANCE NO. 2909

7) City Manager's Report

Presented by: Gary Marks, City Manager

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)

- April 11, 2018 (5 p.m.) Work & Regular Session
- May 2, 3 & 4, 2018 (Noon) Budget Committee Meetings
- May 9, 2018 (6 p.m.) Regular Session

ADJOURNMENT



Approval of Minutes

**LEBANON CITY COUNCIL
MINUTES – DRAFT
February 14, 2018**

Council Present: Mayor Paul Aziz, Councilors Jason Bolen, Bob Elliott, Floyd Fisher, Robert Furlow, Rebecca Grizzle and Wayne Rieskamp

Staff Present: City Attorney Tré Kennedy, City Manager Gary Marks, City Clerk Linda Kaser, Police Chief Frank Stevenson, Finance Director Matt Apken, Engineering Services Director Ron Whitlatch and Community Development Director Walt Wendolowski

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 all Councilors present.

APPROVAL OF CITY COUNCIL MINUTES

Councilor Bolen moved, Councilor Rieskamp seconded, to approve the January 10, 2018 Regular Session Minutes as presented. The motion passed unanimously.

CONSENT CALENDAR

AGENDA:	City of Lebanon Council Agenda – February 14, 2018
APPOINTMENTS:	Bike & Pedestrian Advisory Board – Retha Larson
BID AUTHORIZATION:	Russell Drive Project
BOARD MINUTES:	Arts Commission – November 20, 2017 Library Advisory Committee – November 14, 2017 Planning Commission – July 19 and September 27, 2017
REAL PROPERTY LICENSE:	A portion of Santiam River Place 2 Subdivision

Councilor Grizzle moved, Councilor Elliott seconded, to approve the Consent Calendar as presented. The motion passed unanimously.

PRESENTATION(S)

Annual Tourism/Transient Room Tax Report

Chamber Director Shelly Garrett presented their Annual Tourism/Transient Room Tax Report. She stated that the Chamber tries to meet the allocation goals set by Council. Distributions were more balanced this year with more sporting event opportunities. She added that their three-year contract with the City expires in April 2018.

Councilor Grizzle expressed her appreciation and commented that it is nice not to have these requests come before Council. City Manager Marks agreed and stated that his recommendation would be to renew their agreement.

Mayor Aziz asked about Saturday inquiries. Ms. Garrett stated that they are in an ideal location with easy access. Their numbers are climbing – they have given out a welcome bag every week for the past year – but it is seasonal.

Councilor Furlow asked if the Chamber solicits funding requests. Ms. Garrett stated that she provides information when she hears about an event that may fit their program. Mayor Aziz thanked her for the Chamber's help with the Mayor's Conference.

2017 Audit Report

Steve Tuchscherer, CPA, apologized for his failure to appear in December adding that additional adjustments made since then resulted in a better final report. The City is in good financial order and this audit report is without material misstatement. They did not detect any real issues with internal controls and compliance. A couple of prior period adjustments were made to make it a better overall report.

Regarding significant audit findings and qualitative aspects of accounting practices, he pointed out that some of the larger numbers (mainly those related to capital assets where the basis of the valuation is historical cost and depreciation) are estimates. Other significant estimated amounts involve the collectability of receivables, particularly court fines and forfeitures receivables, which was significantly revalued based on collection statistics. Additionally, the values for PERS liability were accepted because those numbers have already been audited. Since these are large estimates, this is important to keep in mind when looking at the City's net position. Those values typically have nothing to do with budgetary numbers.

Prior period adjustments disclosed were also difficult, but all proposed adjustments were made so there are no uncorrected adjustments. The City may want to revise some estimates going forward but dollar amounts are according to their audit and his report is without material misstatement. There were no disagreements with management about accounting policies or procedures. SDC funds were previously reported as governmental funds, but since most of those dollars deal with business-type activities, staff agreed to report those as business-type funds. Management representations regarding truthfulness were signed. Regarding other independent accountants, other than using the audited PERS figures, no other auditors were consulted.

Mayor Aziz asked for clarification about a comment in the report that policies needed to be updated. Mr. Tuchscherer stated that he cannot specifically recall what the report was referring to, but a reporting and compliance challenge was that there are about 90 funds that are combined into 10 funds for the financial statements. Past practice has been to use the 10 funds in the financial statements but the policy should possibly include all 90. The decision was made to keep with past practice for this report. Mayor Aziz stated that he likes that the number of funds has been reduced because it easier for the public to understand.

Councilor Grizzle asked which area the City should focus on adjusting. Mr. Tuchscherer stated that his most substantive concern would be the 10 funds in the financial statements. He also added that presentation of the supplemental budget resolutions that were adopted were non-compliant with state standards.

Councilor Rieskamp asked whether the City should have fewer funds and how the same amount of detail can be obtained. Mr. Tuchscherer explained that what the City has done by creating those separate funds is not wrong but it is an issue that we may want to address. If they were to be merged into a single fund, it could contain a separate set of accounts for each of the projects.

Mayor Aziz expressed appreciation to Mr. Tuchscherer for their work on the audit.

PUBLIC COMMENTS

Warren Beeson, 3212 Lupine Street, distributed a brochure and provided an update on the Lebanon Dog Park, which will be located on the southern end of Bob Smith Park. It will be a dog playground and have separate fenced areas for small and large dogs. Their volunteer committee has raised \$32,000 of their \$40,000 goal. Laura Gillott

Home Team donated \$25,000 of this and was given naming privileges (with Council's approval). Other businesses who have contributed will have advertising banners on the fencing. Lebanon Community Foundation serves as a fiscal sponsor and will help facilitate handling of the funds. He added that SDC funds may be available but they are not sure whether they will need it.

A groundbreaking ceremony will take place on March 7 at 11:00 a.m. with an anticipated later spring/early summer opening of the park.

Councilor Bolen thanked the committee for bringing this dog park to our community. Mayor Aziz commented that he has received many inquiries about a dog park. Mr. Beeson commended Maintenance Services Director Williams and Maintenance Services Supervisor Frenzel for their help and thanked Council for their support.

Wyatt King, 1175 S. Main Street, spoke about and invited Council to the Lebanon High School Bud and Dorothy Page Alumni Hall of Fame Induction Ceremony on April 14. Proceeds will go towards funding a new scholarship that accompanies the Bud Page Leadership Award. The Hall of Fame was started in 2012 to cultivate a greater sense of community pride and to inspire our students towards greater achievements. This year's inductees are Mike R. Jones, Jeffrey Blaine Goold, Terri Carpenter Krebs, Capt. Allan R. Walters, and Nathan Glancy.

Dorothy Page shared that she has lived in Lebanon for 95 years so has seen the community grow. Her husband was part of Lebanon High School for 40 years – as teacher, coach and the principal for 23 years – and was very proud of his school and its students. She asked for recommendations to their Hall of Fame and echoed Mr. King's invitation to City dignitaries.

Thomas Pouliot, 1350 Williams Street, presented a picture of an automobile carousel which could be used in a park, in the skating rink, or as a fundraiser.

REGULAR SESSION:

1) Accepting the City's 2017 Audit Report

Finance Director Apken presented staff's recommendation to approve a resolution formally accepting the City's 2017 audit report.

City Attorney Kennedy read the title of RESOLUTION NO. 2018-2. *Councilor Furlow moved, Councilor Elliott seconded, to APPROVE RESOLUTION NO. 2018-2, A RESOLUTION ACCEPTING THE CITY OF LEBANON AUDIT REPORT FOR YEAR ENDING JUNE 30, 2017. The motion passed unanimously.*

2) Appointing the Finance Director as the Federal Certifying Officer for the Linn County Housing Rehabilitation Grant Program

Apken requested Council approval of a resolution appointing the finance director as the federal certifying officer for the Linn County Housing Rehabilitation Grant Program.

Kennedy read the title of RESOLUTION NO. 2018-3. *Councilor Rieskamp moved, Councilor Fisher seconded, to APPROVE RESOLUTION NO. 2018-3, A RESOLUTION CLARIFYING THE AUTHORITY OF THE FINANCE DIRECTOR TO EXECUTE ENVIRONMENTAL REVIEW DOCUMENTS RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR THE LINN COUNTY HOUSING REHABILITATION PARTNERSHIP HOME REPAIR PROGRAM. The motion passed unanimously.*

3) Budget Amendment

Apken presented a budget amendment and explained that it is not called a supplemental budget amendment because it is related to specific donations for a specific purpose or a specific grant. He noted that Williams requested the increased amount of \$50,000 for the dog park so that staff would not have to come back to Council if donations exceeded \$40,000, but the City will not spend more than what is received. The new Dial-a-Bus was not finished last year so funds will be rolled into this fiscal year.

Apken clarified for Councilor Grizzle that Mr. Tuhscherer did not like the format of previous supplemental budget amendments. Based on what Apken has read, there is no specific way it has to be done, but it must have specific language in certain areas. This may be different than what Mr. Tuhscherer is used to seeing.

Kennedy read the title of RESOLUTION NO. 2018-4. *Councilor Grizzle moved, Councilor Bolen seconded, to APPROVE RESOLUTION NO. 2018-4, A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET AMENDMENT TO THE CITY OF LEBANON 2017-18 BUDGET. The motion passed unanimously.*

4) Formally Establishing a Budget Committee

Kaser presented a proposed ordinance addressing the issue of not being able to fill our Budget Committee vacancies. This ordinance will allow us to seek members from the entire City rather than by ward. It follows state law but clarifying language was included to make it easier for committee members and staff to understand the process. To address a possible concern about proper ward representation, she noted that Councilors will be representing each of their wards.

Councilor Grizzle agreed that the process is not currently working. Responding to Councilor Bolen's question, Kaser indicated that there are currently two vacancies in Ward 1 and one in Ward 3. Many suggestions were made by Councilors for their wards but she has not received any applications for some time from those wards.

Mayor Aziz stated that representation would mostly be the same in a city like Lebanon, unlike a larger urban area like Portland. He added that those on the Budget Committee generally have the best interest of the entire city.

Kennedy read the title of ORDINANCE BILL NO. 2018-1, ORDINANCE NO. 2908. *Councilor Rieskamp moved, Councilor Bolen seconded, to APPROVE ORDINANCE BILL NO. 2018-1, ORDINANCE NO. 2908, A BILL FOR AN ORDINANCE CREATING CHAPTER 2.19 OF THE LEBANON MUNICIPAL CODE ESTABLISHING A BUDGET COMMITTEE. The motion passed unanimously.*

5) Enterprise Zone Agreement Renewal

Community Development Director Wendolowski provided background on the South Santiam Enterprise Zone (EZ) established in 1986 with other jurisdictions being added over time. Albany is now considered urban and is no longer able to be part of our rural EZ, which will terminate on June 30, 2018. The first renewal option would be to reapply with current cosponsors (excluding Albany). The City's current boundaries would be mostly acceptable based on the new rules and regulations. Staff's concern is that potential development in Lebanon could be slowed down because approval is needed by all cosponsors; this is contrary to the City's philosophy. Another option would be to reapply with an alternate mix of cosponsors, focusing more on East Linn communities. The last option is to reapply alone focusing on the area important to us. This would help streamline the process by needing only one jurisdiction's approval.

According to City Clerk Kaser's timeline of EZ events, Wendolowski noted that since 1986, of the 33 EZ decisions, 27 involve businesses outside of Lebanon; only six were within City limits with the last one approved in 2011. He

also looked at a City-Linn County co-sponsorship but limiting the EZ to industrial land within City limits. As additional industrial land is annexed, EZ boundaries could be expanded.

Marks felt that it is important to continue to nurture an atmosphere of cooperation with our county neighbors, but it is also important to streamline our own processes. Staff proposes developing a consortium of Linn County neighbors since the EZ has never been a vehicle for discussions about fostering economic development.

He and Wendolowski met with Linn County Commissioner Will Tucker and AMEDC Executive Director John Pascone, who had concerns about the last Council meeting's discussion. They thought that state law allows that renewal conditions can be made where an application had to only be approved by that jurisdiction. Mark's response was that the City would support that if allowed, but it is not clear that this is actually the case. If that is possible, staff would like to move forward with Council endorsement to continue with the cosponsors. If not, to make it efficient for each of the cosponsors, staff is proposing a zone for Lebanon along with development of the consortium.

Councilor Grizzle commented that she likes the idea of reapplying with the cosponsors because she understands that an intergovernmental agreement could allow needing approval by only that jurisdiction; this would expedite the process. It would also not leave some of the smaller communities on their own to create their own EZ. If that is not the case, then it would make sense to go on our own to expedite our own process. Mayor Aziz agreed; if staff finds that jurisdictions would not be able to vote on their own, Lebanon should separate and the consortium be created.

Councilor Fisher stated that when previously discussing the EZ expansion, it was noted that not all communities were able to do this on their own. Even though this is no longer the case, he feels that what is good for the area is good for everyone else. Marks agreed.

Councilor Elliott remarked that he likes the consortium proposal and the idea of not having to rely on another jurisdiction's approval for what is taking place in Lebanon.

Councilor Bolen agreed with everyone because the AMEDC vote has always seemed to be an anecdotal chore for property in another city. He has never seen substantial benefit to Lebanon and he does not think Lebanon was treated right by AMEDC, or by Commissioner Roger Nyquist, regarding the intermodal facility.

Marks stated that staff will go ahead with that understanding and report back to Council monthly as we get into the application process. Councilor Grizzle added that the cosponsors also need our decision so that they have time to develop their plans.

Councilor Furlow asked who (at the State) decides whether the legal opinion is valid. Marks indicated that Arthur Fish oversees the Oregon EZ statutes. He and Wendolowski have been communicating with Mr. Fish but his answers are very complex and hard to understand. It looks as though all cosponsors may need to approve every application, but Wendolowski is attempting to clarify.

6) Update on FY 2017/18 Council Goals

Marks provided an update on the 2017-18 City Council Goals [a copy of the PowerPoint presentation can be found in archives]: promote downtown revitalization, build the new water treatment plant, develop a plan for City Hall replacement, promote Lebanon for the ODOT-funded truck-rail intermodal facility, re-delineate wetlands and adopt a strategy for management of wetlands mitigation costs, and maintain police staffing commensurate with community growth. He also briefly updated Council on the Lebanon 2040 5-year Strategic Action Plan.

Councilor Bolen stated that he would like to revisit police staffing during the budget process because he feels we could be in a much better position. Police officer duties are different and there are minimum staffing levels. Marks stated that the information provided will help during that discussion.

7) City Manager's Report – Marks provided updates:

5th Street School Zone Request – Marks read Engineering Services Director Whitlatch's comments: "Staff submitted a request to ODOT to extend the school zone on Fifth Street, south of Airport Road, and found out that ODOT does not conduct speed analysis on local roads. They pointed us to ORS 810 which allows a local agency to reduce residential speeds by 5 mph if certain criteria can be met. The first two criteria can be met – which are a roadway having less than 2000 vehicles per day and more than 85 percent of vehicles travel less than 30 mph. The third criteria, which is to have signage indicating pedestrians and/or bike symbols, could be met if they were installed. Engineering, Maintenance, and Police Staff would not recommend reducing the speed to 20 mph, as this is likely to set a precedent, and is not likely to get the results of slowing motorists down. However; if City Council wishes to act upon reducing the speed for this section of roadway, staff will gladly prepare an ordinance."

Marks clarified for Councilor Grizzle that the danger is that we would set a precedent and that Council would be approached by everyone else to reduce all City speed limits to 20 mph. It was decided that this should be brought back as an agenda item. Councilor Furlow recommended advertising the meeting. Councilor Rieskamp suggested that a work session be held.

ITEMS FROM COUNCIL –

Councilor Furlow stated that he was not able to address complaints about stray feral cats so he encouraged them to speak to City staff. Those community members were hesitant to speak at a Council meeting, thinking that there may not be an effective resolution since there is a gap in compliance requirements. After Council discussion, Kennedy stated that Council can pass on contact information for the Feral Cat Association of Oregon and other organizations.

Councilor Grizzle addressed Councilors leaning into their microphones because the audio is not picking up on video.

Councilor Bolen shared that he will be absent at the February Work Session.

PUBLIC COMMENTS –

Bill Sullivan, PO Box 2506, shared a story where Linn County would not accept a litter of cats in his yard.

ITEMS FROM PRESS – There were none.

NEXT SCHEDULED COUNCIL MEETING(S)

- February 28, 2018 (Noon) Work Session – Utilities Update
- March 14, 2018 (6 p.m.) Regular Session

ADJOURNMENT

Mayor Aziz adjourned the Regular Session at 8:00 p.m.

[Minutes prepared by Linda Kaser & Donna Trippett]

Minutes Approved by the Lebanon City Council on
this 14th day of March 2018.

Paul R. Aziz, Mayor
Bob Elliott, Council President

ATTESTED:

Linda Kaser, City Clerk

LEBANON CITY COUNCIL
Utilities Systems Update – Work Session Minutes
February 28, 2018

Council Present: Mayor Paul Aziz and Councilors Jason Bolen, Bob Elliott, Floyd Fisher, Robert Furlow and Rebecca Grizzle

Staff Present: City Attorney Tré Kennedy, City Manager Gary Marks, City Clerk Linda Kaser and Engineering Services Director Ron Whitlatch

Mayor Aziz called the work session to order at 12:00 p.m. and led in the Pledge of Allegiance.

Engineering Services Director Whitlatch showed a PowerPoint presentation [copy available in archives] providing updates on each of the City's utility systems.

Storm Drainage Utility

Drainage Utility Generates Approximately \$450,000 per Year

- approximately \$350,000 per year to operations and maintenance
- approximately \$100,000 per year to capital maintenance

Major Accomplishments for FY 17/18:

- 15,000 feet of drainage pipe cleaned and televised
- installed seven new catch basins in the downtown area to eliminate standing water
- cleaned 4,000 feet of ditches
- new storm system on Russell Drive and Airport Road

Upcoming Projects:

- replace existing Cheadle Lake under drain pipe
- Drainage Master Plan update for areas draining into the canal (per agreement with the City of Albany)
- Citywide Storm Drainage Master Plan update
- Total Maximum Daily Loading (TMDL) requirements to develop ordinances for pre/post construction storm water management, as required by the Environmental Protection Agency and the Department of Environmental Quality. Since it will have a big impact on development and City projects, developing the ordinances will likely require input from a committee so that we do not over-encumber.

Funding for these projects will be a challenge because only about \$100,000 is generated for capital each year.

Councilor Furlow asked whether the TMDL ordinances will be done this year. Whitlatch stated that they are short-staffed so will get to it as time allows.

Responding to Councilor Furlow's question, Whitlatch stated that there have not been any storm drainage issues regarding the City of Albany agreement. He spoke about a meeting with Albany staff and shared that staff will be bringing something to Council, possibly in March, regarding timeframe changes to the agreement.

Water Utility

- approximately 5,700 service connections
- approximately 79 miles of water main within the City
- approximately 760 million gallons of water treated in 2017
- water utility is on track to meet projected revenue - \$4,900,000
- debt service for water treatment plant loan repayment starts in December 2019 - \$1,250,000

Major Accomplishments:

- new water main installed with the Airport Road/Russell Drive Project
- new water main installed to the new water treatment plant
- repaired 24 existing service lines
- approximately 12 mainline repairs
- installed approximately 700 new Touch Read water meters

Water Treatment Plant Update:

- this is the largest capital project the City has done
- currently on schedule to begin producing water in December 2018
- majority of underground utilities have been installed
- building foundation and frame are up and siding installation has begun
- roof is projected to go up about the beginning of April
- next few months will focus primarily on internal mechanical

We have spent close to \$9 million on the project so far and are projected to be at \$21 million by June 30, 2018. Much of it is equipment cost but construction will really start ramping up.

Responding to Councilor Elliott's question, Whitlatch indicated that the building near the intake is the raw water electrical building and will house the brains that run the pumps.

Major Challenges to Date:

- Project Began Construction with 70% Design Drawings
 - this was done to conduct work within the 2017 in-water work period
 - Slayden Constructors has allowances in their GMP to cover most of these changes
- Raw Water Line Canal Crossing
 - biggest issue has been the bore of 42-inch casing causing canal bottom failure
 - re-design and re-permitting to open cut caused a six-week delay
 - massive groundwater to contend with
 - onerous requirements by State and Federal agencies
 - original contract change order was \$682,914 (this included both crossings)
 - actual cost for raw water crossing \$870,727
 - balance between the two of \$187k will go to contractor contingency; at this point, there is no net increase to the contract itself but there will be for the under drain.

Councilor Grizzle asked if someone should have known what was under the canal. Whitlatch stated that the geotech borings were done at the canal (and not in the canal, which would have been difficult) because Albany staff, who has worked all over the canal, had never seen anything like it. He is not sure that we would have changed our method at that point anyway.

- working on a new change order (to be taken out of contingency and contractor contingency) for the under drain crossing to be done this summer (this will come before City Council for approval)

In response to Councilor Furlow's question about the under drain crossing cost, Whitlatch stated that Slayden is compiling figures for the new change order but it should be substantially less.

Financial Status:

- in the GMP, Slayden carried approximately \$920k for contingency (5% of work)
 - to date, including the raw waterline crossing, they have used approximately \$380k
- City also has contingency, of which we have used approximately \$45k to date on the construction contract and approximately \$100k on re-design, environmental and geotechnical (will be discussed in Regular Session)
- staff continues to work with Finance to ensure that the project is still within the approved budget and that the figures match
- there will likely be additional change orders, but the project should remain within budget

Water Utility Future:

- upon completion of WTP, after repaying loans - \$250-\$300k per year in capital
- approximately \$6-\$8 million in line replacement/upgrade over next 10 to 15 years
- continuing to work on unaccounted for water loss (this goes back to line replacement)
- operation of two plants next FY (CH2M Hill will be under contract to run the old one through the next fiscal year; it will be active for at least six months to work out any bugs with the new plant)
- as discussed before, City staff will take over operation of new water treatment plant December 2018
- at some point, the City will need to determine what to do with the old water treatment plant property

Councilor Fisher asked what the average water loss is. Whitlatch stated that he did not check the latest figures but it was running 30%-40% at times last year. The water system leak detection study done two years ago found substantial leaks, but some of it could be the way it is being accounted for versus what is being shown as output.

Sewer Utility

- approximately 5,650 sewer accounts (connections)
- approximately 61 miles of sewer main throughout the City
- approximately 1.7 billion gallons of sewer treated (based on figures supplied by CH2M Hill)
- sewer utility is on track to meet projected revenue - \$5,100,00

Last Year's Accomplishments:

- cleaned approximately 22,500 feet of sewer main; this was actually upwards of 40,000 as the report does not reflect it all
- video-inspected over 38,000 feet of sewer main
- continued increase in residents using the Sewer Lateral Replacement Program

Councilor Grizzle asked if this helps with water loss. Whitlatch stated that this helps with infiltration; aging pipes that are increasing flows at the wastewater treatment are being replaced.

- multiple minor repairs at various locations
- Small Sewer Replacement Program – 'E' Street (Canal to Seventh Street)

- new sewer mains on Russell Drive and Airport Road

Sewer Utility Capital Projects:

Next Phase of Westside Interceptor (WSI):

- limits are from Airway and Oak Street to Walker and Sixth Street
- this phase of the WSI is intended to bring relief for the existing interceptor and to open up the piece down to Walker Road for development.
- part of the last major rate increase in the sewer fund
- very close to being funded –sewer capital and sewer SDC's
- staff intends to put the design RFP out by July 2018 and will bring back a proposed funding package in the fall of 2018 – may include borrowing the last \$750k from street SDC's in order to get the project completed

Currently updating the Westside Interceptor model:

- study from 2007 indicated that existing WSI is at or over capacity
- updating the model to determine if there are short-term solutions to allow development on the south end of town (without the WSI)
- without a short-term solution, WSI would need to be extended south of Walker Road for residential developments to continue
- \$8 to \$10 million to complete – no allocated funding

Solids Handling at the WWTP:

- currently at capacity with solids
- decreasing our WWTP capacity
- trying to determine if the Cannibal System is working as promised
- likely be a need for future solids handling project in order to meet permit requirements, as well as future growth. We have an agreement with the City of Albany to take our biosolids, if needed.

Summary Major Takeaways

WTP

- schedule and finances are on track at this time
- City staff will take over operations of the new water treatment plant
- continued line replacement needed

WWTP

- WSI next phase is critical – funding is close
- likely that until WSI is installed on the south end of City, development will be impacted

Mayor Aziz asked whether development impacts would be handled by Community Development Director Wendolowski. Whitlatch stated that he, City Manager Marks, Maintenance Services Director Williams and Wendolowski have had several meetings to discuss this issue. He spoke about a 2007 annexation sewer report that states that the ability to obtain sewer is there but the cost is huge. He also spoke about possible ideas that staff has been looking at.

- at capacity with solids - WWTP
- aging collection system – need to keep replacing lines

Councilor Bolen asked when the next water and sewer rate comparison [with other jurisdictions] will be done. Councilor Whitlatch indicated that an analysis was done about three or four months ago. At Mayor Aziz's request, Whitlatch stated that he would provide the analysis to Council via email.

Mayor Aziz thanked staff for their hard work.

ADJOURNMENT

Mayor Aziz adjourned the work session at 12:39 p.m.

[Minutes prepared by Linda Kaser & Donna Trippett]

Minutes Approved by the Lebanon City Council on
this 14th day of March 2018

Paul R. Aziz, Mayor
Bob Elliott, Council President

ATTESTED:

Linda Kaser, City Clerk

**LEBANON CITY COUNCIL
MINUTES – DRAFT
February 28, 2018**

Council Present: Mayor Paul Aziz, Councilors Jason Bolen, Bob Elliott, Floyd Fisher, Robert Furlow and Rebecca Grizzle

Staff Present: City Attorney Tré Kennedy, City Manager Gary Marks, City Clerk Linda Kaser, Police Chief Frank Stevenson and Engineering Services Director Ron Whittlatch

FLAG SALUTE: Mayor Aziz led in the Pledge of Allegiance.

CALL TO ORDER: After the Work Session, Mayor Aziz called the Regular Session of the Lebanon City Council to order at 12:39 p.m. in the Santiam Travel Station Board Room.

ROLL CALL: Roll call was taken with Councilor Rieskamp absent.

CONSENT CALENDAR

AGENDA: City of Lebanon Council Agenda – February 28, 2018
BOARD MINUTES: Planning Commission – January 17, 2018
LIQUOR LICENSE: Linn Lanes, Change of Owner (Full On-Premises Commercial)
Oregon Mini Mart, Change of Owner (Off-Premises)

Councilor Grizzle moved, Councilor Bolen seconded, to approve the Consent Calendar as presented. The motion passed unanimously.

PUBLIC COMMENTS – *There were none.*

REGULAR SESSION:

1) Amendment to Carollo Contract

Engineering Services Director Whittlatch presented staff's request to approve Amendment No. 9 of the Carollo Engineers contract. He stated that compensation for additional services performed for the canal crossing and the raw water intake facility is \$97,462. The amendment increases construction inspection costs to about 6.2% of the overall project construction cost. For a project of this size, the typical construction inspection cost is 11%-13%. City Project Engineer Trippett and Engineering Tech Shanks are doing a great job and are saving the City a substantial amount of money.

Whittlatch explained for Councilor Grizzle the raw water intake seal slab construction process. The City wanted to have an inspector present when grout injection had to be done because a few soft spots were found.

Responding to Mayor Aziz's question, Whittlatch briefly explained what fish salvaging is. He added that it is costly but is mandated, especially with a federal grant.

Councilor Elliott moved, Councilor Furlow seconded, to APPROVE AMENDMENT NO. 9 OF THE CAROLLO ENGINEERS CONTRACT. The motion passed unanimously.

PUBLIC COMMENTS – *There were none.*

ITEMS FROM PRESS – *There were none.*

NEXT SCHEDULED COUNCIL MEETING(S)

- March 14, 2018 (6 p.m.) Regular Session
- April 11, 2018 (6 p.m.) Regular Session

ADJOURNMENT

Mayor Aziz adjourned the Regular Session at 12:50 p.m.

[Minutes prepared by Linda Kaser & Donna Trippett]

Minutes Approved by the Lebanon City Council on
this 14th day of March 2018.

Paul R. Aziz, Mayor
Bob Elliott, Council President

ATTESTED:

Linda Kaser, City Clerk

Consent Calendar

Appointments



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: March 3, 2018

From: Linda Kaser, City Clerk

Subject: Budget Committee and Bike & Pedestrian Advisory Board Appointments

I. CURRENT REPORT

Mayor Aziz is pleased to appoint Joshua Port to the **Lebanon Budget Committee** and the **Lebanon Bike and Pedestrian Advisory Board** to serve the remainder of a three-year term. Both terms end June 30, 2020.

While Mr. Port has not served in an advisory capacity before, he has served on his company's safety committee, which included taking minutes. He had financial/accounting classes in college and is very interested in learning the budget process, and meeting with Finance Director Apken, prior to the first Budget Committee Meeting scheduled for May 2, 2018.

Mr. Port grew up in the community and is excited to take on an active role in keeping Lebanon a great place to live.

II. RECOMMENDATION

Confirm the Mayoral appointment through the March 14, 2018 Consent Calendar.

/lgk

C: Joshua Port
File Record



925 S. Main Street
Lebanon, Oregon 97355

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

MEMORANDUM

City Clerk's Office

To: Lebanon City Council

Date: December 6, 2017

From: Linda Kaser, City Clerk

Subject: City Council Ad Hoc Advisory Boards Appointments – N. Entrance Sign

I. CURRENT REPORT

Mayor Aziz wishes to assemble an Ad Hoc Committee to review design ideas and make a recommendation to Council of the placement of an Entrance Monument/Sign near Academy Square.

Mayor Aziz anticipates that he, and City Manager Marks, will only need to meet with this committee three or four times before bringing the recommendation back for City Council consideration.

The following residents, business owners, and staff are being recommended due to their proximity of the proposed monument site:

1. Jeff King, resident
2. Sally Skaggs, Santiam Place
3. Ed Malewski, St. Edwards Church Representative
4. Mel Neufeld, Lebanon Pill Box
5. Alicia Rogers, Lebanon Downtown Association
6. Kendra Antila, Library Director
7. Jason Williams, Maintenance Division Director

II. RECOMMENDATION

Confirm the Mayoral appointment(s) through the Consent Calendar process.

/lgk

C: *Ad Hoc Committee File*

Board & Committee
Meeting Minutes



Lebanon Arts Commission Meeting Minutes

Monday, January 22, 2018 | 5:45 pm
Lebanon Public Library, 55 Academy Street,
Community Meeting Room

- Call to Order:
 - Commission members present: Gary Marks, Keith Kutch, Sheree Speaks, Ray Hendricks, Kate Lacy.
 - Approved December 18, 2017 meeting minutes
- Strawberry Plaza Art Boards Update and Discussion:
 - The Lebanon Express ran a front-page article about the Art Boards unveiling.
 - Going forward, the next board rotating out of the Plaza will be made available for purchase to the public via silent auction.
 - Beginning bid to be \$500 with minimum bid increase at \$50
 - Discussion on the bidding process lead to the Commission to using an online bidding auction software or website.
- Jury Art Board Submissions:
 - Two artists submissions were presented.
 - The Commission accepted Miranda Shute's proposal.
 - Gary will reach out to the other artist to encourage a new proposal to be submitted.
- Noon at the Plaza Discussion:
 - Original dates for this program were Monday – Thursday from mid-June to mid-September. After Commission discussion, Noon at the Plaza will be offered on Friday's beginning June 15, 2018.
 - Kate will contact KRKT for publicity and locating performers.
 - Sheree will reach out to the Lebanon High School Music Department and local dance teams. She will also work to notify downtown businesses about Noon at the Plaza summer series.
 - At the February meeting, Commission members will bring suggestions/ideas for Noon at the Plaza program.
- Next Meeting Date:
 - Monday, February 26, 2018 at 5:45pm, Lebanon Public Library Community Room
- Public Comment:
 - None
- Meeting adjourned at 6:39 pm



**City of Lebanon
Bike & Pedestrian Advisory Board Minutes
October 26, 2017**

Members present: Damon Tempey, Robert Waterhouse, Michael Mattingly, Roger Munk

Called to order: 7:00 pm

Approval of Minutes: The minutes from the previous meeting [September 28, 2017] were approved.

Reports:

- Discussed Live Longer Lebanon meeting happening on November 2nd-group is looking at various ways to improve sectors in Lebanon, current focus health care. Robert will try to attend.
- Bike Racks at businesses-we were encouraged to make direct contact with business if we feel need for a bike rack there.
- Bike Safety-Michael is working with Sand Ridge to do a safety program, including a Walk & Roll Challenge next May. Working with the organization Street Trust to get posters and prizes.
- Katie Trebes outlined the Safe Routes to School program
 - funding for non-infrastructure projects to improve walking/biking opportunities for students
 - currently researching to determine which school to start project with, leaning towards Cascades School first
 - teaching best non-car ways to get to school
 - volunteers will help get students safely to school using techniques like a 'walking school bus' and a 'bike train' where volunteer meets students in their neighborhood and goes with them to the school to improve safety
 - she will be at Live Longer Lebanon to share information on her program
 - will be doing a walkability survey, public input invited
 - state house bill that passed will provide infrastructure funds for improvement adjacent to school, details forthcoming on how to apply for funds
 - provided board with information about \$1500 microgrants available for improving biking/walking opportunities
 - shared that LBCC welding program can make bike racks for a reasonable cost.

- Discussed that Oregon Drive Less Challenge just ended-we may try to encourage for next year. Katie will get us info on how to engage larger companies in town.
- Reported that new crosswalk at 5th & Tangent is going in.

Next meeting: December 7th at 7:00 pm

Adjourned: 7:40 p.m.

Submitted by Roger Munk, secretary

Easements &
Rights-of-Way



925 S. Main Street
Lebanon, Oregon 97355

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

MEMORANDUM

Engineering Services

To: Ron Whitlatch, PE
Engineering Services Director

Date: February 22, 2018

From: Shana Olson
Engineering Associate

Subject: Easement – Temporary Easement for
Access and Slope

The attached easement and map is to be presented for approval at the next City Council meeting.

This 15-foot width temporary slope easement is needed to construction a multi-use path along the west side of River Road.

TEMPORARY EASEMENT FOR ACCESS AND SLOPE

THIS AGREEMENT, made and entered into this 27 day of February, 2018 by and between Brian and Noeline Phillips, 306 Shaff Road Stayton, Oregon 97383, herein called Grantors, and the CITY OF LEBANON (Address: 925 Main Street, Lebanon, Oregon 97355), a Municipal corporation, herein called "City."

WITNESSETH:

That for and in consideration of the total compensation to be paid by the City, the Grantor does bargain, sell, convey and transfer unto the City of Lebanon, a temporary easement and right-of-way, including the right to enter upon the real property hereinafter described and construct earth slopes over, across, through and under the lands hereinafter described, further right to remove trees, bushes, under-growth and other obstructions interfering with the location and maintenance of the said earth slope.

This agreement is subject to the following terms and conditions:

- 1. The easement hereby granted is described as follows: SEE "EXHIBIT A" Legal Description and SEE "EXHIBIT B" Map ATTACHED
2. The temporary easement described herein grants to the City and to its successors, assigns, authorized agents or contractors, the temporary right to enter upon said easement at any time that it may see fit for construction, maintenance, evaluation and/or repair purposes of an earth slope.
3. The easement granted is in consideration of \$ 1.00, the receipt of which is hereby acknowledged.
4. The Grantor does hereby covenant with the City that Grantor is lawfully seized and possessed of the real property above described, has a good and lawful right to convey it or any part thereof, and will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.
5. Upon performing any maintenance, the City will make reasonable efforts to return the site to its original condition.
6. No permanent structure shall be constructed on this easement while it is in effect.
7. This easement shall terminate when the subject property is further developed and the need for the earth slope no longer exists.

IN WITNESS WHEREOF, we have set our hands hereto this 27th day of February, 2018.

STATE OF OREGON)
County of Marion)ss.
City of Stayton)

[Signature]
Noeline Phillips
GRANTOR(S)

IN WITNESS WHEREOF, we have set our hands hereto this ___ day of ___, 20__.

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

By: [Signature]
Paul Aziz, Mayor []
Bob Elliott, Council President []
By: [Signature]
Linda Kaser, City Clerk/Recorder

On the 27 day of February, 2018, personally appeared the within named Brian and Noeline Phillips who acknowledged the foregoing instrument to be a voluntary act and deed.

BEFORE ME: [Signature]
NOTARY PUBLIC FOR OREGON
Commission Expires: June 26 2018



AREA RESERVED FOR USE BY LINN COUNTY RECORDER

GRANTEES

On the ___ day of ___, 20___, personally appeared ___ and LINDA KASER, who each being duly sworn, did say that the former is the Mayor/Council President and the latter is the Recorder for the City of Lebanon, a Municipal Corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its City Council, which accepted this easement on the ___ day of ___, 20___, and each of them acknowledged said instrument to be its voluntary act and deed.

BEFORE ME: _____
NOTARY PUBLIC FOR OREGON
Commission expires: _____

EXHIBIT A

15' TEMPORARY SLOPE EASEMENT

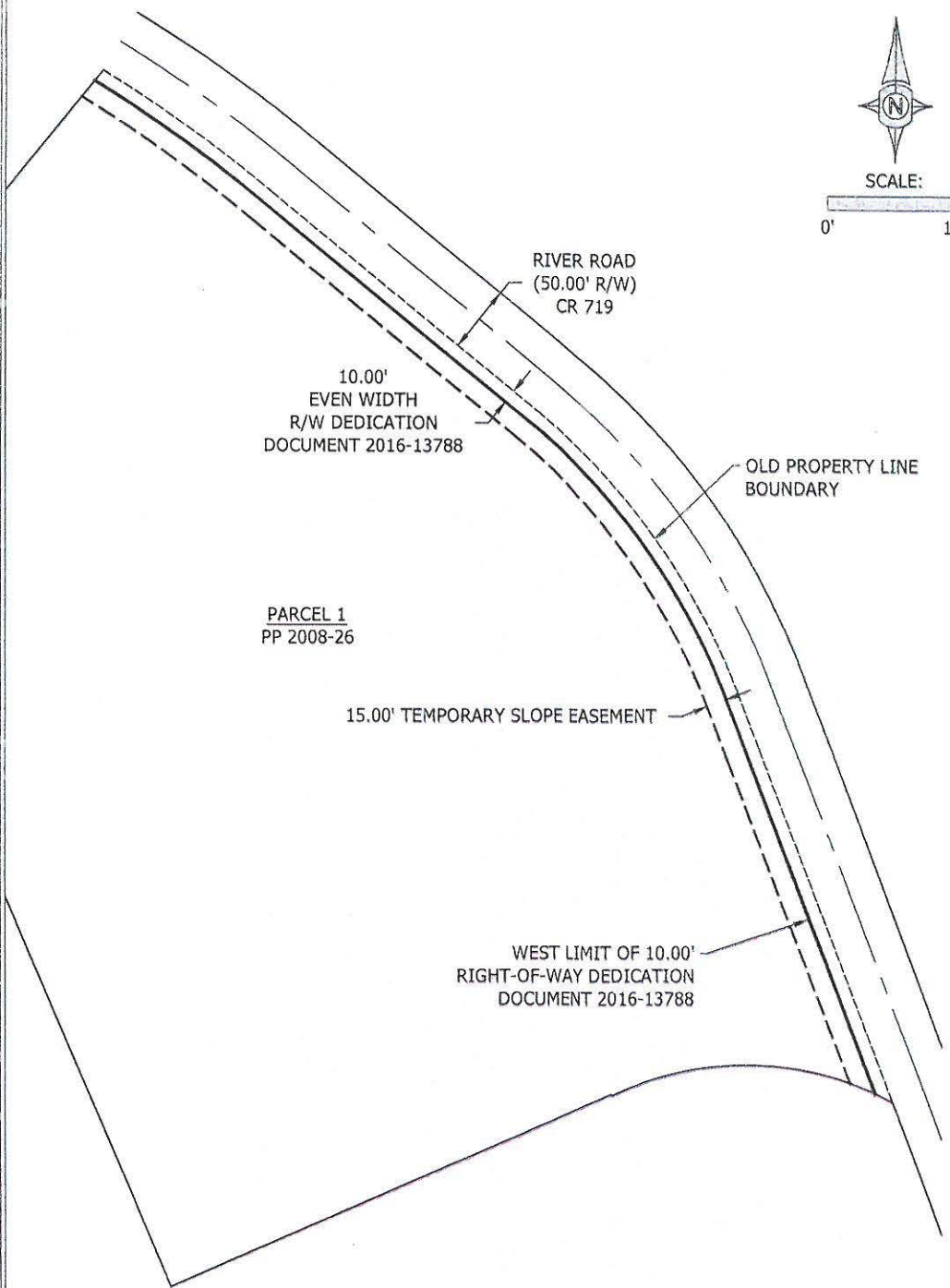
AN AREA OF LAND IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 12 SOUTH,
RANGE 2 WEST; WILLAMETTE MERIDIAN, CITY OF LEBANON, LINN COUNTY, OREGON.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY 15.00 FEET OF THE EASTERLY 25.00 FEET OF PARCEL 1, PARTITION PLAT
2008-26 (C.S. 24801), CITY OF LEBANON, LINN COUNTY, OREGON.





SCALE:
0' 100'



RIVER ROAD
(50.00' R/W)
CR 719

10.00'
EVEN WIDTH
R/W DEDICATION
DOCUMENT 2016-13788

OLD PROPERTY LINE
BOUNDARY

PARCEL 1
PP 2008-26

15.00' TEMPORARY SLOPE EASEMENT

WEST LIMIT OF 10.00'
RIGHT-OF-WAY DEDICATION
DOCUMENT 2016-13788

LEGEND

- PP LINN COUNTY PARTITION PLAT
- R/W RIGHT OF WAY
- CO COUNTY
- RD ROAD
- AC ACRES

SHEET 1
of 1
SCALE: AS NOTED



Date 02/20/18
Project 13-152
Drawn by GSR
Checked by BSV

"EXHIBIT B"
PARCEL 1
PP 2008-26
LEBANON, OREGON



925 S. Main Street
Lebanon, Oregon 97355

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

MEMORANDUM

Engineering Services

To: Ron Whitlatch, PE
Engineering Services Director

Date: March 5, 2018

From: Shana Olson
Engineering Associate

Subject: Easement – Public Pedestrian Access

The attached easement and map is to be presented for approval at the next City Council meeting.

This various width pedestrian access easement is for the multi-use path adjacent to the newly constructed Sanitam Riverfront Estates subdivision.

EASEMENT FOR PUBLIC PEDESTRIAN ACCESS

THIS AGREEMENT, made and entered into this 27th day of February, 2018, by and between Roll Tide Properties Corporation, PO Box 703 Cornelius, Oregon 97113, herein called Grantors, and the CITY OF LEBANON (Address: 925 Main Street, Lebanon, Oregon 97355), a Municipal corporation, herein called "City."

WITNESSETH:

That for and in consideration of the total compensation to be paid by the City, the Grantor does bargain, sell, convey and transfer unto the City of Lebanon, a perpetual and permanent easement and right-of-way, including the right to enter upon the real property hereinafter described, construct trail, and the further right to remove trees, bushes, under-growth and other obstructions interfering with the location and maintenance of the said public trail.

This agreement is subject to the following terms and conditions:

- 1. The right-of-way hereby granted is described as follows: SEE "EXHIBIT A" and "EXHIBIT B" ATTACHED
2. The permanent easement described herein grants to the City and to its successors, assigns, authorized agents or contractors, the perpetual right to enter upon said easement at any time that it may see fit for construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$ 1.00 the receipt of which is hereby acknowledged, and in further consideration of the public improvements to be placed upon said property and the benefits Grantor may obtain therefrom. Nothing herein shall reduce or limit grantor's obligation to pay any costs or assessments which may result from the improvements.
4. The Grantor does hereby covenant with the City that Grantor is lawfully seized and possessed of the real property above described, has a good and lawful right to convey it or any part thereof, and will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.
5. Upon performing any maintenance, the City will make reasonable efforts to return the site to its original condition.
6. No permanent structure shall be constructed on this easement.
7. The permanent easement described herein grants the public the right to utilize said easement for recreational purposes including but not limited to walking, jogging and bicycling.

IN WITNESS WHEREOF, we have set our hands hereto this 27th day of February, 2018.

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

[Signature]
GRANTOR(S)

IN WITNESS WHEREOF, we have set our hands hereto this ___ day of ___, 20__.

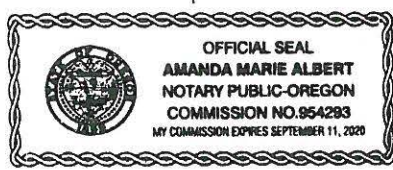
STATE OF OREGON)
County of Linn)ss.
City of Lebanon)

By: Paul Aziz, Mayor []
Bob Elliott, Council President []

By: Linda Kaser, City Clerk/Recorder

On the 27th day of February, 2018, personally appeared the within named Christopher Tewis, as Vice President of Roll Tide Properties Corporation who acknowledged the foregoing instrument to be a voluntary act and deed.

BEFORE ME: Amanda Albert
NOTARY PUBLIC FOR OREGON
Commission Expires: Sept. 11th, 2020



AREA RESERVED FOR USE BY LINN COUNTY RECORDER

GRANTEES
On the ___ day of ___, 20___, personally appeared ___ and LINDA KASER, who each being duly sworn, did say that the former is the Mayor/Council President and the latter is the Recorder for the City of Lebanon, a Municipal Corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its City Council, which accepted this easement on the ___ day of ___, 20___, and each of them acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:
NOTARY PUBLIC FOR OREGON

Commission expires: _____

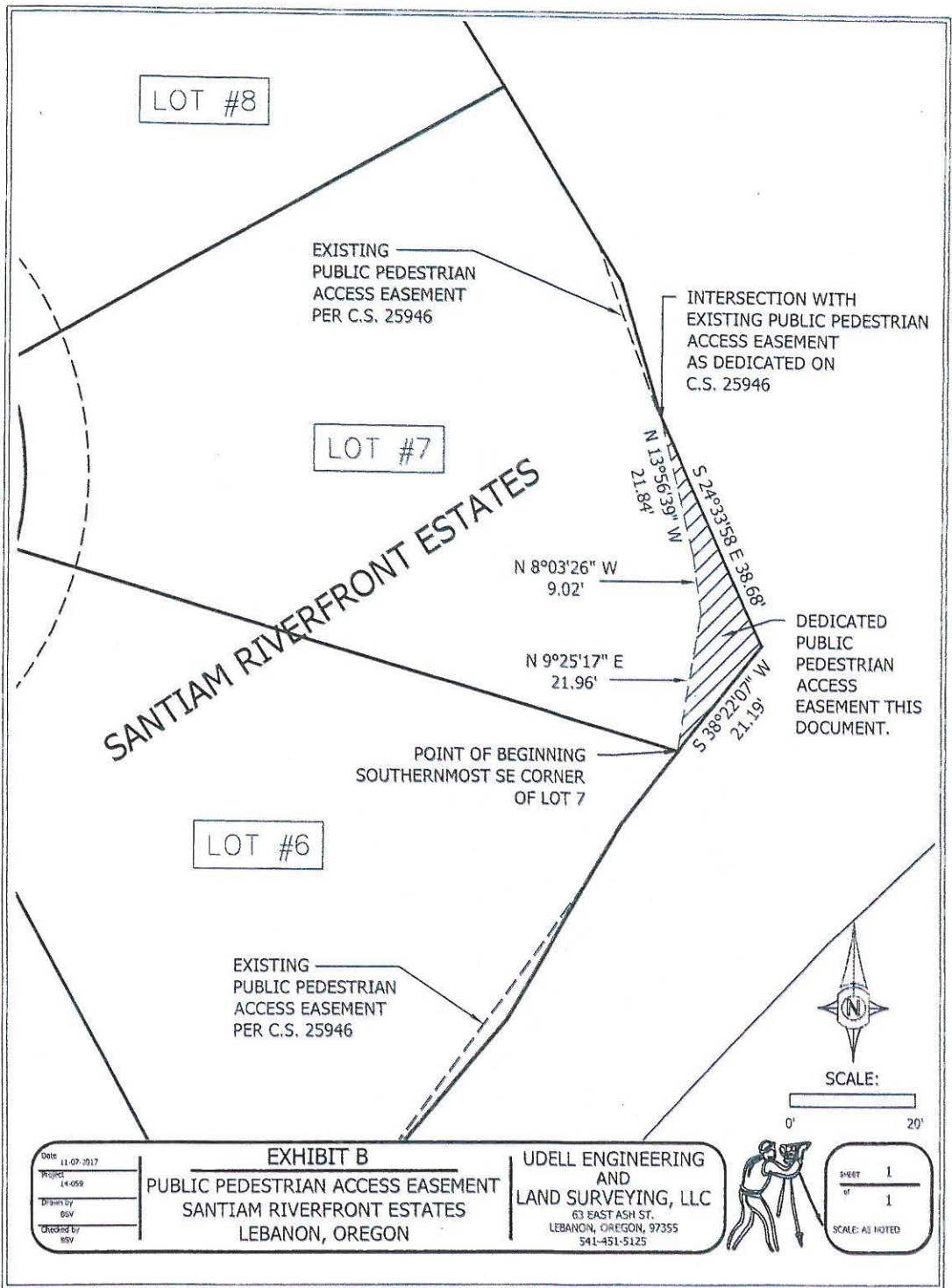
Exhibit A

Public Pedestrian Access Easement

An area of land lying within Lot 7 of Santiam Riverfront Estates Subdivision in the Southeast 1/4 of Section 14, Township 12 South, Range 2 West, Willamette Meridian, City of Lebanon, Linn County, Oregon. Being more particularly described as follows:

Beginning at the Southernmost Southeast corner of said Lot 7, thence North $9^{\circ}25'17''$ East 21.96 feet to a point; thence North $8^{\circ}03'26''$ West 9.02 feet to a point; thence North $13^{\circ}56'39''$ West 21.84 feet to a point on the east line of said Lot 7 where said east line intersects with an existing Public Easement for Pedestrian Access, dedicated on Linn County Survey No. 25946; thence along said east line of Lot 7 the following courses and distances: South $24^{\circ}33'58''$ East 38.68 feet to the easternmost corner of said Lot 7; thence South $38^{\circ}22'07''$ West 21.19 feet to the point of beginning.





LOT #8

EXISTING
PUBLIC PEDESTRIAN
ACCESS EASEMENT
PER C.S. 25946

INTERSECTION WITH
EXISTING PUBLIC PEDESTRIAN
ACCESS EASEMENT
AS DEDICATED ON
C.S. 25946

LOT #7

SANTIAM RIVERFRONT ESTATES

N 8°03'26" W
9.02'

N 9°25'17" E
21.96'

POINT OF BEGINNING
SOUTHERNMOST SE CORNER
OF LOT 7

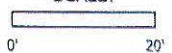
DEDICATED
PUBLIC
PEDESTRIAN
ACCESS
EASEMENT THIS
DOCUMENT.

LOT #6

EXISTING
PUBLIC PEDESTRIAN
ACCESS EASEMENT
PER C.S. 25946



SCALE:



Date
11-07-2017
Project
14-099
Drawn by
BSV
Checked by
BSV

EXHIBIT B
PUBLIC PEDESTRIAN ACCESS EASEMENT
SANTIAM RIVERFRONT ESTATES
LEBANON, OREGON

**UDELL ENGINEERING
AND
LAND SURVEYING, LLC**
63 EAST ASH ST.
LEBANON, OREGON, 97355
541-451-5125



SHEET 1
of 1
SCALE: AS NOTED

Proclamation/Recognition/
Presentation



"National Child Abuse Prevention Month" PROCLAMATION

WHEREAS, National Child Abuse Prevention Month began in 1983 as part of a Presidential proclamation to raise awareness of the alarming rate at which children were being abused and neglected; and

WHEREAS, our children are our most valuable resources and will shape the future of our community; and

WHEREAS, every child deserves to grow up in a healthy, safe and nurturing environment; and

WHEREAS, child abuse and neglect causes psychological, emotional and physical harm which can create lifelong problems for victims of abuse; and impacts our entire society and our society's future; and

WHEREAS, parents, families and communities can help reduce child abuse and neglect by recognizing that prevention starts with each of us; and

WHEREAS, the City of Lebanon encourages Lebanon businesses and citizens to display blue ribbons or pinwheels at your home or business during the month of **April** as part of the National Child Abuse Prevention Month campaign to create awareness of the need to prevent child abuse and neglect throughout.

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 14th Day of March 2018.

Linda Kaser, City Clerk



DISTRACTED DRIVING AWARENESS MONTH

PROCLAMATION

WHEREAS, distracted driving can result in injuries and deaths to motorists, pedestrians and bicyclists; and

WHEREAS, the health and well-being of Lebanon's citizens are a direct result of increased awareness about the dangers of distracted driving, which occurs when drivers divert their attention away from the task of driving to focus on another activity, and

WHEREAS, 80% of all crashes and 65% of all near-crashes can be attributed to some form of driver distraction, and

WHEREAS, it is estimated that 1.6 million crashes per year can be attributed to cell phone talking and texting while driving; and

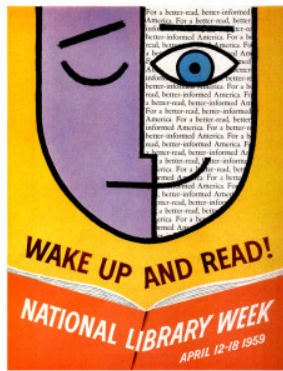
WHEREAS, distracted driving is a serious, preventable life-threatening practice. Lebanon motorists should dedicate themselves to adopting and maintaining safe behavior while behind the wheel.

NOW, THEREFORE, be it resolved that I, Paul R. Aziz, Mayor of the City of Lebanon, proclaim April as **DISTRACTED DRIVING AWARENESS MONTH** and encourage all residents to increase their awareness of the dangers of distracted driving, and promise to protect each other on the road through distraction-free driving behavior.

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 14th Day of March 2018.

Linda Kaser, City Clerk



“National Library Week”

PROCLAMATION

WHEREAS, libraries help lives change in their communities, campuses and schools; and

WHEREAS, librarians work to meet the changing needs of their communities, including providing resources for everyone and bringing services outside of library walls; and

WHEREAS, libraries and librarians bring together community members to enrich and shape the community and address local issues; and

WHEREAS, libraries offer programs to meet community needs, providing Lebanon residents with story times, the summer reading program and Lego Club, Genealogy Society and Gift of Literacy; and

WHEREAS, libraries continuously grow and evolve in how they provide for the needs of every member of their communities; and

WHEREAS, libraries, library staff and supporters across America are celebrating National Library Week.

NOW, THEREFORE, be it resolved that I, Paul R. Aziz, Mayor of the City of Lebanon, proclaim April 8 – 14, 2018 as **NATIONAL LIBRARY WEEK** and encourage all residents to visit the library this week to take advantage of the wonderful resources available.

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 14th Day of March 2018.

Linda Kaser, City Clerk

Presentation

Coalition on Homelessness

Dave Albanese
Community Service Officer

Presentation

2016/17 Water/Wastewater Treatment Plant Annual Report

Ron Whitlatch
Engineering Services Director

Operations Management Services



2016-2017 Annual Report

Lebanon, Oregon





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 - Maintenance Services and Activities 9
 - Environmental Laboratory Services 9
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Exhibits

- Exhibit 1 Lebanon Management Systems 2
- Exhibit 2 Lebanon Organization Chart 3

Overview

CH2M is pleased to present the Annual Client Report for 2016-2017 to our client, the City of Lebanon (the City). The completion of our work in 2016-2017 marks another year of quality service we've provided to the citizens of Lebanon.



The City of Lebanon Water and Wastewater Treatment Plant (WWTP).

Overview

CH2M's delivery of service revolves around management systems that allow our team to meet the requirements defined in the Services Agreement. Exhibit 1 outlines these management systems.

Exhibit 1

Lebanon Management Systems

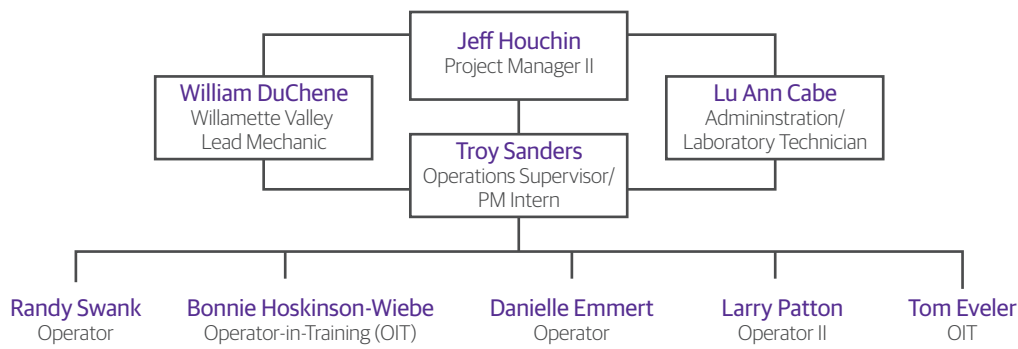
CH2M's Management Systems

Capital Improvement Planning	Recommendation and implementation (as requested/funded) of system improvements.
Chemical Management	Establishment of chemical usage and management plan.
Communication Management Systems	Documentation provided according to client's format and schedule.
Community Involvement	Activities to demonstrate good corporate citizenship in our community.
Compliance and Regulatory Interface	Regulatory compliance planning, coordinating with agencies, and tracking of compliance.
Computerized Maintenance Management System (CMMS)	Software system used to track costs, as well as preventive maintenance (PM) and corrective maintenance (CM) activities.
Computerized Operations Data System	Software system used to track process control data for water and wastewater treatment processes.
Emergency Preparedness and Response	Coordination with local agencies and preparedness for emergencies.
Associate Training and Development	Program for training and development of operations and maintenance (O&M) personnel.
Energy Management	Establishment of energy conservation plan.
Facility Appearance Plan	Standards applied to facility, grounds, and personal appearance.
Everyday Excellence	Employee training to provide highest quality, customer-focused services.
Procurement Procedures	Negotiation of best value for goods and services, procured locally or through alternate suppliers.
Project Evaluation	Corporate review of facilities and systems for conformance with highest industry and CH2M standard practices.
Quality as a Business Strategy	Management and leadership system to guide and focus service delivery.
Quality Assurance/Quality Control	Assurance of data quality and reliability for water and wastewater treatment processes.
Safety and Security	Site and facility security and adherence to employee safety standards.
Standard Operating Procedures	Documented standard approaches for treatment process operation and onsite activities.
Warranty Protection	Tracking and support for new equipment warranties.

Our Team

We currently have eight full-time employees (Exhibit 2), in addition to receiving assistance from nearby CH2M operated projects and help from the CH2M Willamette Valley Mechanic with electrical issues and larger repair items.

Exhibit 2
Lebanon Organization Chart



Regional Resources

Our team in Lebanon is supported by CH2M's vast network of regional company-wide resources including:

- Consulting Services— Process troubleshooting, facility startups, performance testing, and system improvement recommendations.
- IT Solutions and Services—Computer hardware, software and network solutions, and upgrades.
- Asset Services—Condition assessments using proprietary software, determining facility asset operating longevity, lifecycle cost and risk, and estimating repair and capital replacement costs.
- Optimization Services—Optimization that lowers variable costs, benchmarking against database of more than 100 facilities, and providing a web-enabled portal for data access and analysis.
- Contracted Lower Chemical Costs—By working with vendors, we can negotiate lower chemical costs for our projects.
- Willamette Valley Lead Mechanic/Electrician to assist with all major repairs and electrical projects at CH2M northwest projects.

Wastewater

Highlights of our wastewater activities in 2016-2017 include:

- Treated 1,703,442,000 gallons of wastewater.
- Replaced a section of the digester recirculation line with new pipe and flanges.
- Drained and cleaned both chlorine contact chambers on a weekly basis during spring through fall to remove the accumulation of algae and moss.
- Drained, cleaned, and inspected clarifiers 1, 2, 3, and 4.
- Installed a new E-Pure de-ionizer water system in the laboratory.
- Purchased a new incubator for the bacteriological testing in the laboratory.
- Lead several tours to local middle and high school students, first year environmental students from Linn Benton Community College (LBCC), along with several engineers and professionals.

Construction Projects

During 2016-2017, CH2M completed the following construction projects:

- The old effluent pumping system was removed and replaced with a modern, energy efficient submersible pumping system.
- Completed the remodeling of the planter area in front of wastewater administration building.
- Replace the old sodium hypochlorite (disinfection system) with a new skid mounted package pumping system. The new system replaced old pumps and piping that was failing.



Aerial view of the WWTP.



New sodium hypochlorite pumps.

Wastewater

Major Repairs

During 2016-2017, CH2M completed the following major repairs:

- Installed rebuilt anoxic mixer L-40.
- Repaired the sweep arm bracket on clarifier 4.
- Replaced the zero speed switch for the cannibal screw compactor with a proximity switch.
- Installed new sodium hypochlorite pump for pump #1.
- Replaced both isolation valves for sodium hypochlorite piping.
- Repaired the seal water line on the thickened waste activated sludge pump.
- Repaired 3" irrigation line by parking lot and in numerous other places.
- Replaced influent pump #5.
- Installed new transformer for influent pump #1.
- Installed new dishwasher in the laboratory.
- Rebuilt the digester recirculation pump.
- Installed new motors for pumps #1 and #2 at Park and Garvord Lift Station.
- Peterbuilt truck sent to shop for heat sensor repairs, had to be towed.
- Replaced pump #1 at Wood's RV Lift Station.
- Replaced both multi-channel isolated switch modules at Wood's RV Lift Station.
- Replaced the cannibal touch screen.
- Replaced the cabinet cooling fan at Weirich Drive Lift Station.
- Replaced the UPS batteries for Park Street and Oak Street Lift Stations
- Removed clarifier 4 return activated sludge (RAS) pump #203 for repairs.
- Installed rebuilt L-52 aerator in south aeration basin.
- Removed #2 W-3 pump for repairs.
- Replaced a motor for the ventilation system in the influent building.
- Replaced the isolation valve and check valve gasket on the discharge side of RAS pump #1.
- Installed as new pump in the cannibal sump wet well.
- Repaired sodium hypochlorite feed line.
- Replaced roto-meter for the seal water on RAS pump #2.

Biosolids Management

CH2M hauled a total 401 loads (1,924,800 gallons) of biosolids to Sommers, Morgan, and Nofziger's fields. We also transferred 62,450 gallons of digested sludge to the drying beds. In addition, 112,974 gallons of digested sludge was transferred to a GeoTube.

Water

The following is an overview of activities at the water treatment facility:

- The water treatment plant (WTP) produced 778,102,000 gallons of drinking water.
- The new pilot plant was set up at the WTP for a test run and it ran from January to August.
- Tours were given of the pilot plant to various groups.
- Lead several tours to middle and high school students and first year environmental students from LBCC.
- Switched from CenturyLink to Comcast for phone and internet services.
- Emptied and cleaned the accelerator twice in June and November.

Major Repairs

During 2016-2017, CH2M completed the following major repairs:

- Repaired pipe union in the fluoride line.
- Repaired an airline for filter #2 valve.
- Replaced the chain on the rotating screen drive.
- Installed a new base plate for the drive motor at the rotating screen.
- Repaired piping for the sodium hypochlorite system.
- Replaced valve control UPS at the 5th Street Reservoir.
- Replaced a heater in the pipe gallery.
- Replaced pre-filter turbidimeter feed line.
- Repaired seal water line to finished water pump #2.
- Repaired several leaks in the pre-filter sodium hypochlorite line.
- Installed the rebuilt finish water pump #3.
- Repaired a broken carrier water line for the caustic system.
- Installed a new polymer pump.
- Installed a new polymer flow switch.
- Repaired pre-filter sodium hypochlorite flow switch wiring.
- Replaced the compressor drain valve.
- Installed new backflow devices for the fluoride system.
- Installed a rebuilt air cylinder for filter #1 backwash valve.
- Replaced airline and insulation on the exterior wasting valve enclosure for filter #1.
- Repaired broken sodium hypochlorite feed line to post-filter hypo pump.
- Replaced the transfer pipe from the polymer mixing tank to the day tank.
- Installed new heaters in the sodium hypochlorite and polymer room.



Aerial view of Lebanon WTP.

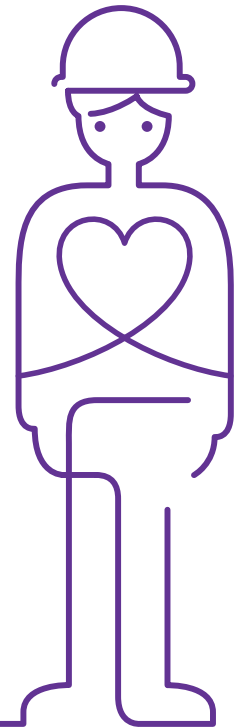
Training

CH2M provides many hours of training for job, safety, and quality control aspects of O&M. CH2M also supports employees' efforts to obtain and hold state of Oregon certifications for water- and wastewater-related operations, as required by state law. This includes paying for training, travel, and other related costs. This provides improved employee retention and recruitment efforts, in what has become a highly competitive job market.

Cross-training continues to be a top priority. In addition to onsite training, all staff participates in numerous additional trainings, both onsite and offsite. Training is essential and allows operations to continue uninterrupted during vacations and/or illnesses.

CH2M continues rewarding individual and team accomplishments through the Rewards and Recognition Program.

CH2M provides many hours of training for job, safety, and quality control aspects of O&M.



Safety Management Program

Safety is a fundamental approach to how we conduct business. We are recognized leaders in the field of safety, and we apply this experience and knowledge for the benefit of the City, our employees, our subcontractors, and the community. We always intend to provide our employees with a safe and healthful work environment and to comply fully with all applicable federal, state, and local regulations regarding safe practices.

A proactive approach to identifying and addressing potential hazards is critical to the success of our Safety Management Program. All employees are trained to look for and report unsafe conditions and acts. The Project Safety Team completes a monthly inspection and documents any unsafe condition or act and CH2M specialists perform a quarterly walkthrough of all facilities. Any hazards we identify as a result of these efforts, either formal or informal, are mitigated immediately. We use our CMMS program to issue and track work orders for hazards requiring repairs; in the interim, these areas are blocked off by temporary means such as cones or tape. We make employees aware of hazards in our weekly tailgate sessions and each employee receives an average of 70 hours of safety training during the year.

Each employee receives an average of **70 hours** of safety training during the year.

There has **not been a recordable** injury at this facility for **more than 10 years**.

Maintenance



Highlights of our maintenance program include:

- Issued 751 PM and 227 CM work orders; taking 1,806 hours to complete.
- Fabricated and installed safety guards on various pieces of equipment, handrails at multiple locations, and covers over gaps and trip hazards throughout the facility to meet Occupational Safety and Health Administration (OSHA) requirements.

Activities

CH2M classifies maintenance activities at the sites we manage into three major categories:

Preventive Maintenance

PM is defined as those routine and/or repetitive activities required or recommended by manufacturers and/or internal standards to maximize the service life and reliability of the equipment, vehicle, facility, or any component thereof. Proper PM is critical first line of defense against deterioration and failure.

Predictive Maintenance

Under CH2M predictive maintenance (PdM) program, major electrical equipment is scheduled for testing using infrared thermography equipment annually to confirm that components are in working order with no loose or faulty connections. Readings are recorded in the CMMS. Additional PM activities include more detailed equipment condition assessments and vibration monitoring.

Corrective Maintenance

CM encompasses activities required for operational continuity, safety, and performance. The status of CM work orders is maintained using the CMMS and work is scheduled within groups of equipment to save time and reduce labor costs.

CH2M evaluates CMMS information to benchmark maintenance performance and to supplement benchmarking with our proprietary Maintenance Matrix tool. This unique tool tracks and compares monthly maintenance performance to other CH2M managed sites.

Environmental Laboratory Services

The environmental laboratory provides the sampling and analysis required for wastewater and water process control and environmental compliance reporting to Oregon Department of Environmental Quality (DEQ) and the U.S. Environmental Protection Agency (U.S. EPA) in accordance with all state and federal laws. Our award-winning quality control and quality assurance program, coupled with our internal audit process, allows for perfect compliance and perfect reporting of non-compliance.

Community Involvement

Community involvement is an essential part of the way CH2M does business. Our employees take pride in giving back to the community where they live and work. The CH2M employees determine which projects they want to be involved in, and seek input from the City to see if there are any special projects where the CH2M team can help. Specific examples of community involvement activities include:

- Providing tours of the WWTP and WTP.
- Supporting vocational rehabilitation programs for retraining of injured workers into a new field. Several trainees have passed through and gained employment at the end of their training schedule.
- Teaching students at LBCC how the WWTP and WTP work.
- Project Manager Jeff Houchin is the Vice President of the West Central Oregon Section of the Pacific Northwest Clean Water Association (WCOS PNCWA). This organization is formed with local operators, engineers, and managers who provide updates and training for wastewater and collections operators in our area. The training we provide is vital for operators to stay current on regulations and state certifications. As the Vice President, Jeff is responsible for organizing and conducting monthly business meetings (in the absence of the President), organizing training, plant tours, and promoting the benefits of being a member of the WCOS PNCWA.
- Picking up litter on the "Build Lebanon Trail" trail around the Dog Park and WWTP.
- Mowing the grass at the Dog Park, spraying weeds, trimming the grass around the fence line on Tennessee Road, and picking up trash.

Our employees take pride in giving back to the community where they live and work.



Lebanon Facility and Employees Honored with Industry Awards

For the last three years, Project Manager Jeff Houchin has received the National Safety Council (NSC) Award of Honor for driving more than 25 years and over 1 million miles accident free! Jeff earned this award by being a cautious, safe driver and always obeying the rules of the road. In fact, Jeff has never had a traffic citation or an at-fault traffic accident in all his years driving. Jeff also was the recipient of the Award of Honor from the NSC.

In addition to Jeff's awards, the team was honored with the following:

- Superior Safety Award from the NSC.
- Plant of the Year from the WCOS PNCWA.
- Operator of the Year for Larry Patton from the WCOS PNCWA.

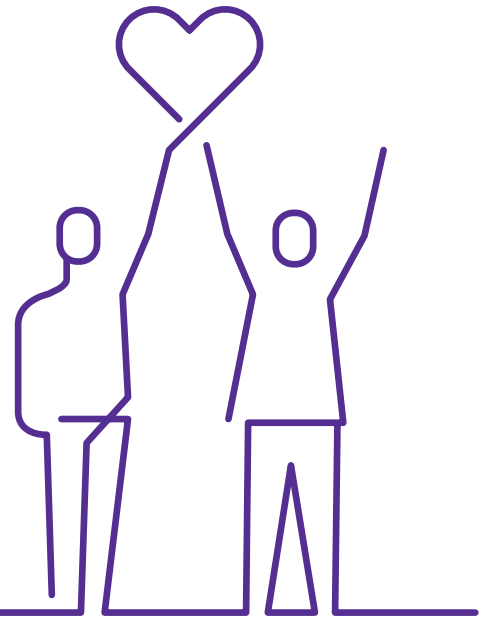


Larry Patton and Jeff Houchin receiving the operator and plant of the year awards from the WCOS PNCWA.

Summary

CH2M is committed to the City of Lebanon and its citizens by providing the best service at the lowest reasonable price. Our priority is being proactive to reduce equipment downtime by concentrating on PdM and PM, addressing problems before they occur and responding to our customer needs in a quick and effective manner.

CH2M is committed to the City of Lebanon and its citizens by providing the best service at the lowest reasonable price.



Looking Forward

Our nation needs to invest more than \$1 trillion for drinking water infrastructure over the next 25 years, according to the American Water Works Association. As utilities, nationwide struggle to replace aging infrastructure, we are pleased to partner with the City of Lebanon to take proactive measures to combat these challenges.

We continue to work closely with City staff to keep them informed of actual and potential problems at the facilities. We will inform them if there are areas or equipment that could cause safety, health, or violations in the permit requirements. We work together to come up with solutions to correct problems.

We look forward to serving the City of Lebanon and community in the future, providing the best services, and continue to be Lebanon's partner for clean water solutions.



Agenda Item 1



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: March 3, 2018

From: Linda Kaser, City Clerk

Subject: Lebanon Chamber of Commerce – Tourism Services Agreement

I. BACKGROUND

On March 25, 2015 a City Council Work Session was held to discuss the transient room tax. A Council Consensus was reached for the distribution of tax funds and a new tourism services agreement with the Lebanon Chamber of Commerce.

At last month's City Council Meeting, Chamber Services Director Garrett provided the annual Tourism Services Report in which Council agreed wholeheartedly that this three-year agreement was beneficial to both parties.

II. CURRENT REPORT

With the current Chamber Tourism Services Agreement expiring April 8, 2018, staff is presenting Council with a slightly modified renewal agreement. Other than some small formatting changes, the main change worth mentioning is that this agreement will automatically renew on an annual basis, rather than another three-year agreement. There is still an "out" clause for both parties and the Chamber agrees to continue providing annual reports to Council.

III. RECOMMENDATION

Staff recommends the City Council approve the proposed tourism services agreement with the Lebanon Chamber of Commerce.

/lgk

TOURISM SERVICES AGREEMENT

This Agreement is entered into this ___ day of April, 2018, 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 the **Lebanon Area Chamber of Commerce**, a non-profit corporation organized under the laws of the State of Oregon, having its principle place of business located at 1040 Park Street, Lebanon, Linn County, Oregon, hereinafter referred to as "Chamber".

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 Chamber desires to undertake and has the ability to support and promote tourism for the City of Lebanon; and

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

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

1. The Chamber agrees to staff and operate a Visitor's Information Center which will be open Monday thru Saturday. Services provided will include, but not be limited to, providing local citizens and visitors with information about Lebanon area visitor facilities, recreational opportunities, city services, and provide a clearinghouse for the dissemination of other requested information about the Lebanon area. In addition, the Chamber shall provide coordination for the dissemination of information which is generated by written or e-mailed requests for information regarding Lebanon and the surrounding area.
2. The Chamber agrees to ensure that the "Visitor Information Center" signs which are on roads and highways in the general vicinity of the City will provide directions as to where persons may obtain further information about the Lebanon area.
3. The Chamber agrees to maintain office and telephone service which shall be open and available to the public from each Monday through Saturday, except for holidays or such other times as which may be determined reasonably necessary by the Chamber for prudent business reasons or safety issues.

4. The Chamber agrees to maintain books, records, documents and other evidence of accounting procedures, and to provide an annual report to the City Council that documents evidence of tourism support functions of the Chamber. The above described records shall be subject to the inspection, review or audit by the City of Lebanon.
5. Chamber 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 the Chamber, its officers, employees or agents.
6. Chamber agrees to comply with the provisions of all Federal, State and local laws and ordinances that are applicable to the performance under this contract. The Chamber shall comply with ORS 656.017 and provide Worker's Compensation coverage for all of its subject workers.
7. The City shall provide the Chamber with the following funding:
 - a. The City agrees to pay to the Chamber \$30,000 each year out of the Transient Room Taxes, available quarterly, which are collected by the City after the date of execution of this agreement, payable on a quarterly basis. This \$30,000 shall be used by the Chamber for staffing resources at the Visitor's Information Center. Any surplus funds not used for staffing resources at the Visitor's Information Center shall be used by the Chamber pursuant to section b. below. It is the intent of the Parties that the amount set forth herein shall fully cover the full-time staffing and operations at the Visitor's Information Center, Monday thru Saturday. If the Chamber determines that the amount set forth herein is insufficient to cover its intended purpose, the Parties agree to meet and confer in good faith to amend or update this Agreement.
 - b. The City agrees to pay to the Chamber \$50,000 each year to be used by the Chamber for grants, marketing or infrastructure related to the promotion of tourism in the City. The Chamber's use of the funds shall be consistent with past and any future general direction of the City but shall be at the discretion of the Chamber. In the event that income From the Transient Room Tax is more than 20 percent under its projections of \$200,000 per year, the payments set forth in this section b. shall be decreased a proportionate amount.
 - c. The City shall pay to the Chamber its share of the transient room taxes collected the previous quarter by the 45th day after the end of each calendar quarter.
8. It is mutually agreed by the parties:
 - a. All funds paid to the Chamber 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, the Chamber shall be deemed as an "independent contractor" and not an agent of the City. Accordingly, the Chamber, while providing the labor or services required herein, 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. The Chamber shall be responsible for obtaining and providing any and all tools or equipment necessary for the performance of the provisions of this agreement, and retains the authority to hire and fire employees to perform the labor or

services required herein. The Chamber 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. The Chamber 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. This agreement is not subject to transfer by merger, consolidation, sale, assignment or otherwise without prior, express written consent of the City of Lebanon.
- e. 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
- f. The term of this agreement shall be one year. This agreement shall automatically renew on a year-to-year basis unless terminated by either Party. Either party, upon written notice to the other party of no less than 90 days, may terminate this Agreement for any reason. Upon termination of this agreement, any unused Transient Room Tax funds shall be immediately paid over to the City. Upon termination, the Chamber 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 at Linn County, Oregon, the day and year first above written.

City of Lebanon:

Lebanon Area Chamber of Commerce:

Gary Marks, City Manager

Bill Flesher, President of Board of Directors

Paul Aziz, Mayor

Shelly Garrett, Executive Director

Agenda Item 2



40 N 2nd Street
Lebanon, Oregon 97355

TEL: 541.258.4240
www.ci.lebanon.or.us

MEMORANDUM

Information Technology Services

To: Mayor Aziz and City Council
From: Brent Hurst, Information Technology Director
Subject: **IGA Update**
City-Fire IT Services

Date: March 5, 2018

I. INTRODUCTION

In 2003, the Lebanon Fire District and the City of Lebanon entered into an Intergovernmental Agreement (IGA) providing IT support and services for the Lebanon Fire District.

On January 30, 2018, IT Director Brent Hurst met with Fire Chief Gordon Sletmoe to discuss status of the existing IT services provided by the City. During this meeting it was determined that rates had been static since at least 2011, and the number of hours was increasing with the expansion of Fire staff and volunteer efforts. The attached IGA which was developed by both Fire and the City reflects updated rates and hours tracked to perform work at the Lebanon Fire District. The IT Department sees support of the Fire District by the City as directly supporting Lebanon 2040 Vision and Community Strategic Action Plan 15.3 to "Support and maintain the Lebanon Fire District."

II. RECOMMENDATION

I recommend that City Council pass a motion to accept the new IGA providing IT Services for the Lebanon Fire District.

INFORMATION TECHNOLOGY SERVICES INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is made and entered into under the authority of ORS 190.010, by and between **THE CITY OF LEBANON**, hereinafter “City” and **LEBANON FIRE DISTRICT**, hereinafter “District” and shall become effective July 1, 2018.

Whereas, ORS section 190.010 provides that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has authority to perform; and

Whereas, City retains the services of employees who have training and experience in computer sciences in a division of the City known as “Information Technology” or “IT”; and

Whereas, District desires to retain the **services of the IT Department** of the City for assistance in upgrading, installing, and maintaining the Districts computer and printer systems; and

NOW, THEREFORE, in consideration of the promises and covenants contained herein; the parties agree as follows:

1. **TERM OF AGREEMENT.** The term of this Agreement runs from the Effective Date and will remain in effect until terminated pursuant to Section 4.a of this Agreement by either party, with annual review.
2. **SERVICES PROVIDED.** City shall provide the District with IT services to include but not limited to network, hardware, and software installation, maintenance and support.
 - a. District shall decide which computers will be upgraded and warrants that District has the appropriate licensing for such operating systems or software or will obtain appropriate licensing as will be needed for the installation of the system or software by City. District further agrees to defend and indemnify the City for any claims made by vendors for licensing issues.
 - b. District shall retain the ability to finally approve and/or implement policies and procedures and shall assume all responsibility for the implementation of such policies.
 - c. In the event the City deems it appropriate, and upon the prior written agreement of the District, the City may purchase equipment or software on behalf of the District. All expenses so incurred shall be paid by the District, as invoiced monthly by the City or directly from a vendor, and upon the same terms as contained in Section 3 herein.
 - d. The City maintains that it follows the legal guidelines for public purchasing regarding the services stated and provided by this Agreement.

- e. District will purchase computers, copiers, printers, and other necessary computer related items, to ensure functionality, successful interface, and competitive maintenance with lower costs, through the City of Lebanon and/or its awarded vendors, provided the underlying procurement and contract complies with all applicable cooperative procurement requirements pursuant to ORS 279A and District's Public Contracting Rules.
- f. In the event of an equipment failure that interrupts normal operations of the system or would jeopardize the information security of the system for either party, City may provide further assistance as agreed upon by the District to rectify the situation.
- g. City, through its IT Department, agrees to perform the IT services in a workmanlike manner.
- h. City will correct any issues caused by City IT Department at no additional cost to the District.

3. **PAYMENT TERMS.** For the Services provided by City, District agrees to pay to City in accordance with the terms in the attached Exhibit A, incorporated herein by reference..

4. **GENERAL PROVISIONS**

- a. Termination. This Agreement may be terminated at any time by mutual written consent of the parties. Either party may, at its sole discretion, terminate this agreement, in whole or in part, upon 90 days' notice to the other party.
- b. Personnel/Workers' Compensation. Employees or volunteers of each party shall remain employees/volunteers of that agency, and are subject to the personnel policies, rules, and regulations solely of that party. Each party to this Agreement agrees to provide workers' compensation insurance coverage to its employees and volunteers, and; each party shall supervise their individual employees while working under this Agreement. The intent of this provision is to prevent the creation of any "special employer" relationships under Oregon workers' compensation law, PERS regulations, or other state or federal laws.
- c. Hold Harmless/Indemnity. Subject to the limitations and conditions of the Oregon Tort Claims Act ORS 30.260 through ORS 30.300, the parties agree to hold the other harmless, to indemnify and to defend the other, its officers, agents and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs that may be asserted by any person or entity arising from, during or in connection with the performance of the work described in this Agreement. Nothing in this hold harmless shall be deemed to create a liability in excess of the Oregon Tort Claims limits for either party.
- d. Amendment. The terms of this Agreement may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by both parties.
- e. Non-Discrimination. The parties agree not to discriminate on the basis of race, religion, sex, sexual orientation, color, age, family status, marital status, source of income, national origin or mental or physical disability in the performance of this Agreement.

- f. Public Contracting. Both parties agree to comply with the Oregon Public Contracting Code, ORS 279A-ORS 279C, as applicable, particularly with regard to contracts with third-party vendors entered in the performance of the parties' respective obligations under this Agreement.
- g. Attorney's Fees. If any action is instituted by either party in connection with any claim or controversy arising out of this Agreement, attorney's fees may not be awarded by a court of competent jurisdiction and each party shall bear its own expense of such action.
- h. Severability. If any part, paragraph, section, or provision of the Agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, paragraph, or provision of this Agreement.
- i. Waiver. The failure of either party to insist upon the strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any right or remedy that either party may have, and shall not be deemed a waiver of either party's rights to require the strict performance of all terms, covenants and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions.
- j. Assignment. This Agreement may not be assigned to either party without the written consent of the other party.
- k. Governing Law. This Agreement and the parties' rights under it shall be construed and regulated by the laws of the State of Oregon and venue for any dispute hereunder shall lie in Albany, Linn County, Oregon.
- l. Written Notice. All notices regarding this agreement would be sent to:

Brent Hurst, IT Director
 40 N 2nd Street
 Lebanon, OR 97355

Gordon Sletmoe, Fire Chief
 1050 W. Oak Street
 Lebanon, OR 97355

5. ENTIRE AGREEMENT. This Agreement, including attachments (Exhibit A), incorporates the complete understanding of the parties.

AGREED:
City of Lebanon

AGREED:
Lebanon Fire District

By: _____
Gary Marks, City Manager

By: _____
Gordon Sletmoe, Fire Chief

Date: _____

Date: _____

Reviewed as to form:

By: _____
City Attorney

Date: _____

Exhibit A

In return for IT Services provided by City, the District agrees to pay to the City the amount of \$22,500.00 annually. Hours over 250 per year to be billed at \$90 per hour. City shall maintain accurate records of services rendered to District and invoice annually at the beginning of the fiscal year, July 1, for the upcoming year. Should District dispute any invoices, a representative of the District shall communicate such dispute to the City's IT Director. The parties shall attempt to mediate such disputes between themselves as a condition of any legal action taken under this agreement.

Any undisputed invoices which are not paid within 30 days of receipt shall bear interest at the rate of 5% per annum from the date of invoice, until paid.

Agenda Item 3



925 S. Main Street
Lebanon, Oregon 97355

TEL: 541.258.4214
www.ci.lebanon.or.us

MEMORANDUM

Finance Department

To: Mayor and City Council
From: Matt Apken, Finance Director
Subject: Business Oregon Loan Refinancing

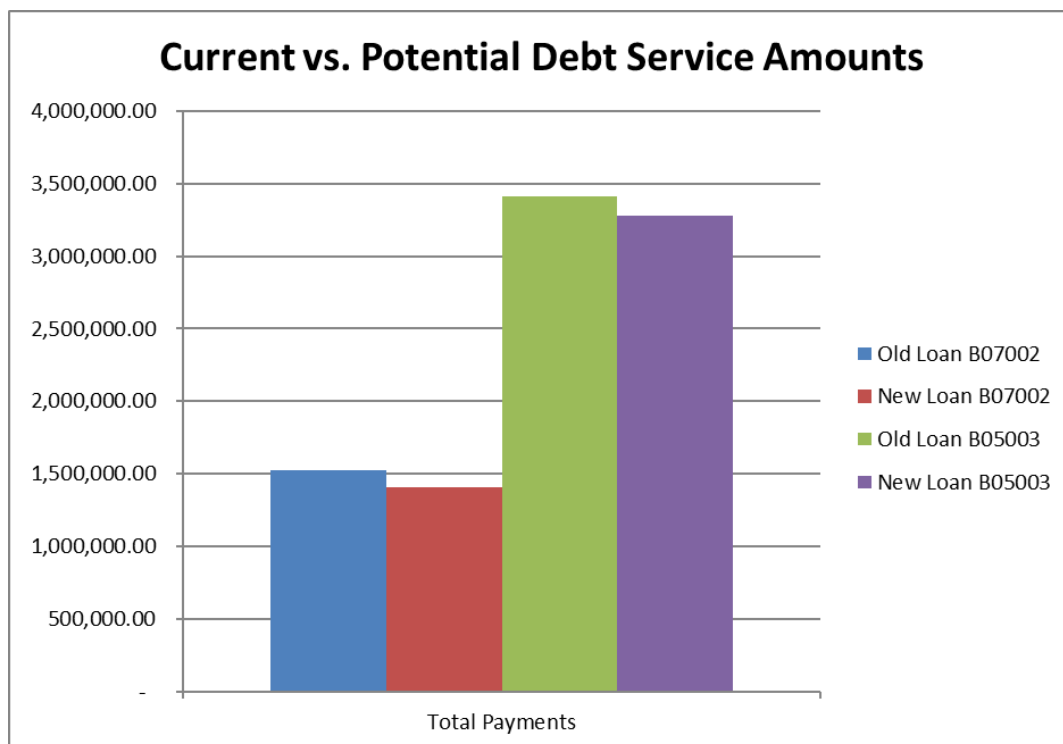
Date: March 6, 2018

I. INTRODUCTION

The State of Oregon is refinancing some bonds that were used to fund various loans. The City is the borrower on two of those loans and has been invited to participate in refinancing our loans.

II. CURRENT REPORT

The City currently owes \$1,159,373 and \$2,514,090 on loans B07002 and B05003 respectively, which were used for water, sewer, storm water and street improvements. The debt service payments for the life of the loans are \$1,522,869 and \$3,412,026. The projected new debt service payments would be \$1,408,700 and \$3,277,342 respectively. That is a potential savings of over \$248,000 over the next 13 years of repayment. Final numbers will be available after the loans are issued.



The only out of pocket cost to the City is getting an opinion from bond council. We have reached out to Mersereau Shannon LLP who did this for the Cheadle Lake loan and they said it would be \$4,500.

II. RECOMMENDATION

Staff recommends City Council approve the attached resolutions to authorize the refunding of loans B07002 and B05003.

**A RESOLUTION OF THE CITY OF LEBANON)
AUTHORIZING REFUNDING OF A LOAN FROM)
THE SPECIAL PUBLIC WORKS FUND WITH)
THE OREGON INFRASTRUCTURE FINANCE)
AUTHORITY**

RESOLUTION NO. 2018-5

WHEREAS, The City Council (the “Governing Body”) of the City of Lebanon (the “Recipient”) finds:

A. The Recipient is a “municipality” within the meaning of Oregon Revised Statutes 285B.410(9).

B. Pursuant to Oregon Revised Statutes 285B.410 through 285B.482 (the “Act”), the Recipient obtained a loan (the “Loan”) in the principal amount of \$3,677,462 from the Oregon Infrastructure Finance Authority of the Business Development Department (“the Department”) through the Special Public Works Fund for the financing of a “development project” within the meaning of the Act by entering into a Loan Agreement Project Number B05003 with the Department dated 11 April 2007 (the “Loan Agreement”) and executing a Promissory Note dated 11 April 2007 (the “Note”) representing the amounts due under the Loan.

C. The Department funded the Loan, in part, through the issuance of Oregon Bond Bank Revenue Bonds (the “State Bonds”) and passed the interest rates on the State Bonds through to the Loan, which are reflected in the Note.

D. Under current market conditions, refunding all or a portion of the outstanding State Bonds may produce debt service savings for the borrowers whose loans were funded by the State Bonds, including the Recipient.

E. The Recipient wishes to participate in the State’s refunding of the State Bonds in order to achieve debt service savings on the outstanding Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEBANON:

Section 1. Refunding Authorized. The Governing Body authorizes the City Manager, or person designated by the City Manager to act on behalf of the Recipient (the “Authorized Officer”), to amend the Note by executing a revised payment schedule to the Note pursuant to Section 4 of the Loan Agreement (the “Amended Note”) and such other documents as may be required to refund the Loan to achieve debt service savings.

Section 2. Security. Amounts due to the Department pursuant to the Loan Agreement and the Amended Note shall continue to be secured by a pledge as provided in Section 7 of the Loan Agreement.

Section 3. Additional Documents. The Authorized Officer is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to refund the Loan.

Section 4. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Loan, as refunded and amended by the Amended Note, not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Authorized Officer may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Loan, as refunded and amended by the Amended Note, and may execute any Tax Certificate, Internal Revenue Service forms or other documents as shall be required by the Department or their bond counsel to protect the tax-exempt status of such interest.

Passed by the Lebanon City Council and executed by the Mayor on this 14th day of March, 2018 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

**A RESOLUTION OF THE CITY OF LEBANON)
AUTHORIZING REFUNDING OF A LOAN FROM)
THE SPECIAL PUBLIC WORKS FUND WITH)
THE OREGON INFRASTRUCTURE FINANCE
AUTHORITY**

RESOLUTION NO. 2018-6

WHEREAS, The City Council (the “Governing Body”) of the City of Lebanon (the “Recipient”) finds:

A. The Recipient is a “municipality” within the meaning of Oregon Revised Statutes 285B.410(9).

B. Pursuant to Oregon Revised Statutes 285B.410 through 285B.482 (the “Act”), the Recipient obtained a loan (the “Loan”) in the principal amount of \$1,837,684 from the Oregon Infrastructure Finance Authority of the Business Development Department (“the Department”) through the Special Public Works Fund for the financing of a “development project” within the meaning of the Act by entering into a Loan Agreement Project Number B07002 with the Department dated 15 April 2009 (the “Loan Agreement”) and executing a Promissory Note dated 8 April 2009 (the “Note”) representing the amounts due under the Loan.

C. The Department funded the Loan, in part, through the issuance of Oregon Bond Bank Revenue Bonds (the “State Bonds”) and passed the interest rates on the State Bonds through to the Loan, which are reflected in the Note.

D. Under current market conditions, refunding all or a portion of the outstanding State Bonds may produce debt service savings for the borrowers whose loans were funded by the State Bonds, including the Recipient.

E. The Recipient wishes to participate in the State’s refunding of the State Bonds in order to achieve debt service savings on the outstanding Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEBANON:

Section 1. Refunding Authorized. The Governing Body authorizes the City Manager, or person designated by the City Manager to act on behalf of the Recipient (the “Authorized Officer”), to amend the Note by executing a revised payment schedule to the Note pursuant to Section 4 of the Loan Agreement (the “Amended Note”) and such other documents as may be required to refund the Loan to achieve debt service savings.

Section 2. Security. Amounts due to the Department pursuant to the Loan Agreement and the Amended Note shall continue to be secured by a pledge as provided in Section 7 of the Loan Agreement.

Section 3. Additional Documents. The Authorized Officer is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to refund the Loan.

Section 4. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Loan, as refunded and amended by the Amended Note, not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Authorized Officer may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Loan, as refunded and amended by the Amended Note, and may execute any Tax Certificate, Internal Revenue Service forms or other documents as shall be required by the Department or their bond counsel to protect the tax-exempt status of such interest.

Passed by the Lebanon City Council and executed by the Mayor on this 14th day of March, 2018 by a vote of ___ yeas and ___ nays.

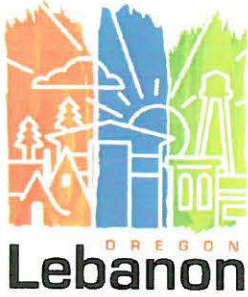
CITY OF LEBANON, OREGON

Paul R. Aziz, Mayor
Bob Elliott, Council President

ATTESTED BY:

Linda Kaser, City Clerk

Agenda Item 4



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

Date: March 6, 2018

From: Ron Whitlatch, Engineering Services Director 

Subject: **IGA Update and Completion Date Amendment**
Santiam-Albany Canal

I. INTRODUCTION

In the summer of 2016, the Cities of Albany and Lebanon entered into an Intergovernmental Agreement (IGA) for shared interests in the Santiam-Albany Canal. The IGA identified several projects and specific timeframes for completion.

On December 5, 2017, Albany and Lebanon Public Works staffs met to discuss status of the identified projects, and to determine if the timeframes established in the IGA needed to be adjusted by either party. The attached memo which was developed by both staffs indicate status of projects and adjusted time frames for completion.

II. RECOMMENDATION

I recommend that City Council pass a motion to accept the new timeframes for completing the projects as identified in the IGA.

TO: Lebanon City Council
Albany City Council

FROM: Ron Whitlatch, P.E., City of Lebanon, Engineering Services Director
Chris Bailey, Public Works Operations Director CB
Jeff Blaine, P.E., Public Works Engineering and Community Development Director JB

DATE: January 10, 2018

SUBJECT: Joint Intergovernmental Agreement Report and Completion Date Amendments

The Cities of Albany and Lebanon both have interests in the Santiam-Albany Canal (Canal) and negotiated an Intergovernmental Agreement (IGA) regarding the Canal, which reflects the needs of both communities. This IGA was adopted by both Cities in the summer of 2016 and outlines both common and individual interests, as well as several action items, which each community is responsible to complete to realize a successful agreement.

The City of Lebanon and City of Albany staffs have been communicating regularly and most recently met on December 5, 2017, to review the status of IGA commitments. Albany and Lebanon Public Works staffs have jointly drafted this memorandum to inform our respective City Councils about our progress toward issues in the Santiam-Albany Canal General IGA.

The following are highlighted action items mentioned in the IGA and their status as of December 2017.

Section 4: Drain/Storm Water Management

- 4.1.1A: **Complete** - Lebanon paid Albany \$500,000 in July 2016. This is the first of four payments.
- 4.1.2: **On Going**- Albany is under contract for the design to replace the Crown Zellerbach (CZ) gates and improve the Marks Slough diversion.
- 4.1.3: **Complete** - Lebanon transferred via Quitclaim deed the ownership of the CZ gates. Transaction was finalized during the summer of 2016.
- 4.1.4: **Complete** - Lebanon conveyed a permanent easement to the Mark's Slough weir structure during the summer of 2016.
- 4.2.1: **On Going** -Lebanon contracted to complete the Cheadle Lake underdrain crossing at the same time as their new raw water crossing during the fall of 2017. However, ground conditions and permitting delays only allowed time to complete the raw waterline crossing. To proceed with the underdrain improvement would have put the Canal at risk. The Cheadle Lake underdrain crossing has been rescheduled to be installed during the summer of 2018 when flow and groundwater conditions allow.
- 4.2.2: **On Going** - The Bromil Street storm drainage inlet has not been plugged and re-routed. This is to be included as part of Lebanon's nearby Dodge Street reconstruction project, which is over budget and has been delayed to be re-scoped to reduce the cost. The new target date for completion is August of 2019.
- 4.2.3: **Complete** - The Russel Drive storm drain installation is complete. Drainage from approximately 15 acres now flows into the new storm drain pipe and is routed to Burkhart Creek away from the Canal.

January 10, 2018

- 4.3: **Not Started** – The Stormwater refinement plan has not been started. Lebanon and Albany staffs plan to meet in the spring of 2018 to discuss the details of the plan and the best path forward to complete the analysis. The refinement plan is not required to be completed until 2021 as per the IGA.
- 4.4 – 4.6: **In Compliance** – To date, Lebanon has not allowed any new storm drain connections to the Canal. New connections will not be allowed except under the limited circumstances identified and the guidance provided in sections 4.4 – 4.6 will be followed.
- 4.7: **On Going** – Albany has identified points of stormwater discharges to the Canal from ODOT and Linn County right-of-way. Some preliminary work has also been completed to evaluate potential alternatives to reroute drainage away from the Canal. Albany staff is currently developing a summary report. Consistent with the IGA, Albany will communicate with those agencies regarding any unauthorized discharges.

Section 5: Cheadle Lake

On Going – Lebanon and Albany met on October 5, 2015, before the IGA was signed, to discuss shared interest and responsibility for Cheadle Lake and the berm. It was determined that the Cheadle Lake pool level should be set by removing all of the stop logs in the outlet structure in order to protect the integrity of the Canal berm. The stop logs have all been removed, which keeps the pool level in the lake at or below the elevation of the concrete outlet structure. To date, no further action has occurred regarding developing a management plan for Cheadle Lake or the berm. This is largely governed by the regulations and restrictions the Federal Energy Regulatory Commission (FERC) places on the Canal related specifically to the berm and water elevation difference between the lake and the Canal. Development of an official plan is tabled until FERC develops more specific criteria for how the berm is to be managed. In the interim, the pool level in Cheadle Lake will be managed as described above.

Section 8: Emergency Preparedness and Response

Complete and On Going – Albany has an active Emergency Action Plan for the Canal, which is updated annually. Lebanon staff continues to participate in drills and table top exercises.

This memorandum identifies significant progress that has been made since the IGA was signed. However, for reasons outside either city's control, a few projects will require more time to complete than was originally anticipated. Staff is requesting that each Council, by motion, accept the new estimated time frames for completion.

JB:kc

Attachment

Agenda Item 5



925 S. Main Street
Lebanon, Oregon 97355

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www.ci.lebanon.or.us

Replaces Item #5

MEMORANDUM

Engineering Services

To: Mayor Aziz and City Council
From: Ron Whitlatch, Engineering Services Director
Subject: **Approval to Award Project – Place Holder Memo**
Russell Drive & River Road Improvements
Project No. 16706

Date: March 14, 2018

I. INTRODUCTION

On February 14, 2018, City Council authorized City Staff to advertise the Russell Drive & River Road Improvements Project for bids.

II. CURRENT REPORT

Bids for the project were opened Tuesday, March 13, 2018. There were a total of six bids received; a comparison of the bids with the Engineer's Estimate is presented below:

<u>Contractor</u>	<u>Bid Price</u>
Eugene Sand Construction	\$1,300,660.00
*Knife River	\$1,392,292.50
KSH Construction Co.	\$1,323,323.00
North Santiam Paving Co.	\$1,315,038.20
Pacific Excavation, Inc.	\$1,390,539.00
Suulutaaq, Inc.	\$1,288,222.95
Engineer's Estimate	\$1,351,251.00

*Bidder did not obtain Solicitation Documents from the City of Lebanon and was not listed on the Plan holder's List as required by the City's Supplemental Standard Specifications, Section 00120.01.

The lowest responsive bid was submitted by Suulutaaq, Inc. of Suisun, California. Their bid is approximately 4.5 percent less than the Engineer's Estimate.

III. RECOMMENDATION

This memo requests a City Council motion to award the Russell Drive & River Road Improvements Project to Suulutaaq, Inc of Suisun California, pending the confirmation that Suulutaaq is a "Resident Contractor".

Agenda Item 6



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MEMORANDUM

City Attorney

To: City Council
From: John Kennedy, City Attorney
Subject: Proposed Public Contracting Code

Date: 3/7/2018

City Staff and myself have worked to provide a completely revised ordinance on public contracting. The proposed ordinance is derived substantially the League of Oregon Cities 2017 Model Ordinance.

Lebanon's prior ordinance was cumbersome and difficult to follow at times. It includes references to both Lebanon ordinances and state law that no longer exist or had been amended. This 2018 ordinance is flexible in that except for the rules specifically set forth, the City will follow the state Model Rules, including any subsequent amendments of those rules.

The only significant monetary changes is that the City Manager or designee can award contracts and amendments up to \$100,000 without city council authorization so long as it is included in the current fiscal year budget. This has been raised from \$75,000. 3.04.040(D). The new ordinance clarifies the procedures for the City to dispose of surplus property.

Staff and I will be available to answer questions.

A BILL FOR AN ORDINANCE REPEALING AND REPLACING CHAPTER 3.04 PUBLIC CONTRACTING OF THE LEBANON MUNICIPAL CODE AND DECLARING AN EMERGENCY) ORDINANCE BILL NO. 2018-2))) ORDINANCE NO. 2909

WHEREAS, the Oregon Legislature adopted HB 2341 (2003 Oregon Laws, Chapter 794) (“The Public Contracting Code”), which was signed by the Governor, and has an operative date of March 1, 2005, and which has been amended from time to time since; and

WHEREAS, the Public Contracting Code requires the City of Lebanon to designate a Local Contract Review Board, and provides that a City may establish its own policies for public contracting and purchasing.

NOW, THEREFORE, THE CITY OF LEBANON ORDAINS AS FOLLOWS:

3.04 is repealed, including Appendix A and Appendix B, and replaced as follows.

3.04.010 Purpose of Purchasing Policy

This Code is adopted by the Lebanon City Council as the governing body of Lebanon (“Lebanon” or the “city”) to establish the rules and procedures for contracts entered into and purchases made by the city. It is the policy of the city in adopting this Code to utilize public contracting and purchasing practices and methods that maximize the efficient use of city resources and the purchasing power of city funds by:

1. Promoting impartial and open competition;
2. Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and
3. Taking full advantage of evolving procurement methods that suit the purchasing needs of the city as they emerge within various industries.

3.04.020 Interpretation of Purchasing Policy.

- A. Except as specifically provided in this Code, public contracts and purchases shall be awarded, administered and governed according to ORS Chapters 279A, 279B and 279C (the "Public Contracting Code") and the Attorney General's Model Public Contract Rules ("Model Rules"), as they now exist.
 1. In furtherance of the purposes of the objective set forth above in subsection A, it is the city's intent that this Code be interpreted to authorize the full use of all contracting and purchasing powers described in ORS Chapters 279A, 279B and 279C.
 2. The Model Rules adopted under ORS 279A.065 shall apply to the contracts and purchases of the city to the extent they do not conflict with this Code and the rules and regulations adopted by the city.
 3. In the event of a conflict between any provisions of this Code and the Model Rules, the provisions of this Code shall prevail.

- B. **Specific Provisions' Precedence over General Provisions.** In the event of a conflict between the provisions of this Code, the more specific provision shall take precedence over the more general provision.
- C. **Conflict with Federal Statutes and Regulations.** Except as otherwise expressly provided in ORS Chapters 279A, 279B and/or 279C, applicable federal statutes and regulations govern when federal funds are involved.

3.04.030 **Definitions.**

Unless a different definition is specifically provided herein, or context clearly requires otherwise, the following terms have the meanings set forth herein. Additionally, any term defined in the singular includes the meaning of the plural, and vice versa.

- A. **Administering agency.** The contracting agency that solicited and established the original contract in a cooperative procurement for goods, services, personal services, professional services or public improvements.
- B. **Affected person/offeror.** A person whose ability to participate in a procurement is adversely impaired by a city decision.
- C. **Architectural, engineering and land surveying services.** Professional services performed by an architect, engineer or land surveyor and includes architectural, engineering or land surveying services, separately or any combination thereof, as appropriate within the context of a section of this Model.
- D. **Award.** The decision to enter into a contract or purchase order with a specific offeror.
- E. **Bid.** A response to an invitation to bid.
- F. **Bidder.** A person who submits a bid in response to an invitation to bid.
- G. **Business with which a city employee is associated.** Any business in which a city employee is a director, officer, owner or employee, or any corporation in which a city employee owns or has owned ten percent (10%) or more of any class of stock at any point in the preceding calendar year.
- H. **City.** The city of Lebanon, a municipal corporation and a contracting and purchasing agency.
- I. **City manager.** The person appointed by the city council to the position of city manager.
- J. **Closing.** The date and time announced in a solicitation document as the deadline for submitting bids or offers.
- K. **Contract.** See Public Contract.
- L. **Contractor.** The person who enters into a contract with the city.
- M. **Contract price.** As the context requires:

1. The maximum payment that the city will make under a contract if the contractor fully performs under the contract, including bonuses, incentives and contingency amounts;
 2. The maximum not-to-exceed payment specified in the contract; or
 3. The unit prices set forth in the contract.
- N. **Contracting agency.** A public body authorized by law to conduct a procurement.
- O. **Cooperative procurement.** A procurement conducted by, or on behalf of, one or more contracting agencies.
- P. **Days.** Calendar days.
- Q. **Emergency.** Involves circumstances that:
1. Could not have been reasonably foreseen;
 2. Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and
 3. Require prompt execution of a contract or amendment in order to remedy the condition.
- R. **Findings.** The justification for a conclusion. If the justification relates to a public improvement contract, findings may be based on information that includes, but is not limited to:
1. Operational, budget and financial data;
 2. Public benefits;
 3. Value engineering;
 4. Specialized expertise;
 5. Market conditions;
 6. Technical complexity; and
 7. Funding sources.
- S. **Goods and/or services.** Supplies, equipment, materials and services, other than personal services, and any personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto. The term includes combinations of any of the items identified in the definition.
- T. **Grant.** An agreement under which:
1. The city receives moneys, property or other assistance, including but not limited to, federal assistance that is characterized as a grant by federal law or regulation, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;
 - a. The assistance received by the city is from a grantor for the purpose of supporting or stimulating a program or activity of the city; and
 - b. No substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions; or

2. The city provides moneys, property or other assistance, including but not limited to, federal assistance that is characterized as a grant by federal law or regulation, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;
 - a. The assistance is given to the recipient for the purpose of supporting or stimulating a program or activity of the recipient; and
 - b. No substantial involvement by the city is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions.
- U. **Immediate family member.** An employee's: spouse, and parents thereof; children, and spouses thereof; parents, and spouses thereof; siblings, and spouses thereof; grandparents and grandchildren, and spouses thereof; and domestic partner, and parents thereof.
- V. **Offer.** A bid, proposal, quote or other response to a solicitation document.
- W. **Offeror.** A person who submits an offer.
- X. **Opening.** The date, time and place announced in the solicitation document for the public opening of written sealed offers.
- Y. **Original contract.** The initial contract or price agreement solicited and awarded during a cooperative procurement by an administering agency.
- Z. **Purchasing agency.** An agency that procures goods or services, personal services, or public improvements from a contractor based on the original contract established by an administering agency in a cooperative procurement.
- AA. **Person.** An individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public body, public corporation or other legal or commercial entity, and any other person or entity with legal capacity to contract.
- BB. **Personal services.** Services, other than professional services, that require specialized skill, knowledge and resources in the application of technical or scientific expertise or in the exercise of professional, artistic or management discretion or judgment.
 1. Qualifications and performance history, expertise and creativity, and the ability to exercise sound professional judgment are typically the primary considerations when selecting a personal services contractor, with price being secondary.
 2. Personal services contracts include, but are not limited to, the following classes of contracts:
 - a. Contracts for services performed in a professional capacity, including but not limited to, services of an accountant, attorney, auditor, court reporter, information technology consultant, physician or broadcaster;

- b. Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the city is or may become interested;
- c. Contracts for services as an artist in the performing or fine arts, including any person identified as a photographer, film maker, actor, director, painter, weaver or sculptor;
- d. Contracts for services that are specialized, creative or research-oriented; and/or
- e. Contracts for services as a consultant.

CC. **Price agreement.** A contract for the procurement of goods or services at a set price which has:

- 1. No guarantee of a minimum or maximum purchase; or
- 2. An initial order or minimum purchase combined with a continuing contractor obligation to provide goods or services with no guarantee of any minimum or maximum additional purchase.

DD. **Procurement.** The act of purchasing, leasing, renting or otherwise acquiring goods or services, personal services or professional services. It includes each function and procedure undertaken or required to be undertaken to enter into a contract, administer a contract and obtain the performance of a contract for goods or services, personal services or professional services.

EE. **Professional services.** Architectural, engineering, land surveying, photogrammetric, transportation planning or related services, or any combination of these services, provided by a consultant.

FF. **Proposal.** A response to a request for proposals.

GG. **Proposer.** A person that submits a proposal in response to a request for proposals.

HH. **Provider.** As the context requires, a supplier of goods or services, personal services, or professional services.

II. **Public contract.** A sale or other disposal, or a purchase, lease, rental or other acquisition, by the city of personal property, goods or services, including personal services, professional services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. It does not include grants.

JJ. **Public contracting.** Procurement activities relating to obtaining, modifying or administering contracts or price agreements.

KK. **Public improvement.** A project for construction, reconstruction or major renovation on real property, by or for the city. It does not include projects for which no funds of the city are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or emergency work, minor alteration, or ordinary repair or maintenance necessary to preserve a public improvement.

- LL. **Public improvement contract.** A contract for a public improvement. This does not include a contract for emergency work, minor alterations, or ordinary repair or maintenance necessary to maintain a public improvement.
- MM. **Recycled product.** All materials, goods and supplies, not less than fifty percent (50%) of the total weight of which consists of secondary and post-consumer waste with not less than ten percent (10%) of its total weight consisting of post-consumer waste. It includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form.
- NN. **Related services.** Personal services, other than architectural, engineering and land survey services, that are related to the planning, design, engineering or oversight of public improvement projects or components thereof, including but not limited to:
1. Landscape architectural services;
 2. Facilities planning services;
 3. Energy planning services;
 4. Space planning services;
 5. Environmental impact studies;
 6. Hazardous substances or hazardous waste or toxic substances testing services;
 7. Wetland delineation studies;
 8. Wetland mitigation services;
 9. Native American studies;
 10. Historical research services;
 11. Endangered species studies;
 12. Rare plant studies;
 13. Biological services;
 14. Archaeological services;
 15. Cost estimating services;
 16. Appraising services;
 17. Material testing services;
 18. Mechanical system balancing services;
 19. Commissioning services;
 20. Project management services;
 21. Construction management services and owner's representatives service; and/or
 22. Land use planning services.
- OO. **Request for proposals.** A solicitation document used for soliciting proposals.
- PP. **Request for qualifications.** A written document issued by the city describing particular services to which potential contractors respond with a description of their experience and qualifications that results in a list of potential contractors who are qualified to perform those services, but which is not intended to create a contract between a potential contractor on the list and the city.

QQ. **Revenue generating agreements.** Contracts or agreements for services that generate revenue and that are typically awarded to the offeror proposing the most advantageous or highest monetary return.

RR. **Scope.** The range and attributes of the goods or services described in a procurement document.

SS. **Signed or signature.** Any mark, word or symbol attached to or logically associated with a document and executed or adopted by a person with the authority and intent to be bound.

TT. **Solicitation.** As the context requires:

1. A request for the purpose of soliciting offers, including an invitation for bid, a request for proposal, a request for quotation, a request for qualifications, or other similar documents;
2. The process of notifying prospective offerors of a request for offers; and/or
3. The solicitation document.

UU. **Work.** The furnishing of all materials, equipment, labor and incidentals necessary to successfully complete any individual item in a contract and successful completion of all duties and obligations imposed by the contract.

VV. **Written or in writing.** Conventional paper documents, whether handwritten, typewritten or printed, in contrast to spoken words, including electronic transmissions or facsimile documents when required by applicable law or permitted by a solicitation document or contract.

3.04.040 **Authority**

A. **City Council as Local Contract Review Board.** The city council is designated as the local contract review board of the city and has all the rights, powers and authority necessary to carry out the provisions of this Code, the Public Contracting Code, and/or the Model Rules.

B. **Application of Attorney General's Model Rules of Procedure.** Pursuant to ORS 279A.065(6), the city has elected to establish its own policy for public contracting and purchasing. Except as provided herein, the Model Rules do not apply to the city.

C. **Inapplicability of Code.** This Code does not apply to the following:

1. Federal agreements where applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Code or this code, or require additional conditions in public contracts not authorized by the Oregon Public Contracting Code or this Code.
2. Contracts or agreement to which the Public Contracting Code does not apply;
3. Contracts, intergovernmental and interstate agreements entered into pursuant to ORS Chapter 190;

4. Grants;
5. Acquisitions or disposals of real property or interests in real property;
6. Procurements from an Oregon Corrections Enterprise program;
7. Contracts, agreements or other documents entered into, issued or established in connection with:
8. The incurring of debt, including any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;
9. The making of program loans and similar extensions or advance of funds, aid or assistance by the city to a public or private person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law other than for the construction of public works or public improvements;
10. The investment of funds by the city as authorized by law; or
11. Banking, money management or other predominantly financial transactions that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the findings of the city manager.
12. Contracts for employee benefit plans;
13. Contracts with newspapers and other publications for the placement of advertisements or public notices;
14. Contracts for items where the price is regulated and available from a sole source or limited number of sources;
15. Insurance contracts;
16. Revenue-generating agreements;

D. **Authority of City Manager.** For contracts and purchases covered by this Code, the city manager is authorized to:

1. Award contracts and amendments without specific authorization by the city council whenever the contract amount is \$100,000 or less and the proposed expenditure is included in the current fiscal year budget.
2. Execute contracts and amendments with specific authorization by the city council whenever the contract or amendment amount is greater than \$100,000 and the proposed expenditure is included in the current fiscal year budget.
3. As the purchasing agent for the city, the city manager is authorized to:
 - a. Advertise for bids or proposals without specific authorization from the city council, when the proposed purchase is included within the current fiscal year budget.
 - b. Advertise for bids or proposals when the proposed purchase is not included within the current fiscal year budget after the city council approves the proposed budget transfer.
 - c. Purchase goods, services and/or property without specific authorization by the city council whenever the amount is \$100,000 or less and the proposed expenditures are included in the current fiscal year budget.

- d. Purchase goods, services and/or property with specific authorization by the city council whenever the amount is greater than \$100,000 and the proposed expenditure is included in the current fiscal year budget.
 - e. Purchases of any goods or services in excess of \$7,500 from city employees require authorization of the city manager.
 - f. Departments shall communicate purchase requirements to the city manager and plan sufficiently in advance so that orders can be placed in economical quantities.
4. Delegate, in writing, the signature authority described in the above subsection (2) and the purchasing powers described in the above subsection (3). In the absence of a written delegation to the contrary, and in the absence of the city manager, the signature authority described in the above subsection (2) and the purchasing powers described in the above subsection (3) are delegated in order as follows:
- a. Finance director; and
 - b. Department managers within their budget
5. Adopt forms, procedures, computer software, and administrative rules for all city purchases regardless of the amount.
- a. When adopting the forms, procedures, computer software, and/or administrative rules, the city manager shall establish practices and policies that:
 - i. Do not encourage favoritism or substantially diminish competition; and
 - ii. Allow the city to take advantage of the cost-saving benefits of alternative contracting methods and practices;
 - b. The city shall use these forms, procedures, computer software and administrative rules unless they conflict with the Code.
- E. **Favorable Terms.** Contracts and purchases shall be negotiated on the most favorable terms in accordance with this Code, other adopted ordinances, state and federal laws, policies and procedures.
- F. **Unauthorized Contracts or Purchases.** Public contracts entered into or purchases made without authorization herein shall be voidable at the sole discretion of the city.
- 1. The city may take appropriate action in response to execution of contracts or purchases made contrary to this provision.
 - 2. Such actions include, but are not limited to, providing educational guidance, imposing disciplinary measures, and/or holding individuals personally liable for such contracts or purchases.

G. **Purchasing from City Employees or Employees' Immediate Family Prohibited.** No contract shall be entered into with or purchase made from any city employee or employee's immediate family member, or any business with which the employee is associated, unless:

1. The contract or purchase is expressly authorized and approved by the city council; or
2. The need for the contract or purchase occurs during a state of emergency, and the city manager finds, in writing, that the acquisition from the employee, employee's immediate family member or business with which the employee is associated is the most expeditious means to eliminate the threat to public health, safety and welfare.

3.04.050 **Preferences.**

A. **Discretionary Local Preference.** If the solicitation is in writing, the city manager may provide a specified percentage preference of not more than ten percent (10%) for goods fabricated or processed entirely in Oregon or services performed entirely in Oregon.

1. When a preference is provided under this subsection, and more than one offeror qualifies for the preference, the city manager may give further preference to a qualifying offeror that resides in or is headquartered in Oregon.
2. The city manager may establish a preference percentage of ten percent (10%) or higher if the city manager makes a written determination that good cause exists to establish the higher percentage, explains the reasons, and provides evidence of good cause.
3. The preference described in this subsection cannot be applied to a contract for emergency work, minor alterations, and ordinary repairs or maintenance of public improvements.

B. **Mandatory Tie Breaker Preference.** If offers are identical in price, fitness, availability and the quality is identical, and the city desires to award the contract, the preferences provided in ORS 279A.120 shall be applied prior to the contract award.

C. **Reciprocal Preference.** Reciprocal preferences must be given when evaluating bids, if applicable under ORS 279A.120.

D. **Preference for Recycled Materials and Supplies.** Preferences for recycled goods shall be given when comparing goods, if applicable under ORS 279A.125. The city manager shall adopt standards to determine if goods are manufactured from recycled materials.

3.04060 **General Provisions.**

A. **Public Notice.** Unless otherwise specifically provided by this Code, any notice required to be published by this Code may be published using any method the city manager deems appropriate, including but not limited to, mailing notice to

persons that have requested notice in writing, placing notice on the city's website, or publishing in statewide trade or local publications.

B. Procedure for Competitive Verbal Quotes and Proposals. Where allowed by this Code, solicitations by competitive verbal quotes and proposals shall be based on a description of the quantity of goods or services to be provided, and may be solicited and received by phone, or facsimile or email if authorized by the city manager.

1. A good faith effort shall be made to contact at least three (3) potential providers.
2. If three (3) potential providers are not reasonably available, fewer will suffice, provided the reasons three potential providers are not reasonably available is documented as part of the procurement file.

C. Procedure for Informal Written Solicitation. Where allowed by this Code, informal written solicitations shall be made by a solicitation document sent to not less than three (3) prospective providers.

1. The solicitation document shall request competitive price quotes or competitive proposals, and include:
 - a. The date, time and place that price quotes or proposals are due;
 - b. A description or quantity of the good or service required;
 - c. Any statement of period for which price quotes or proposals must remain firm, irrevocable, valid and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;
 - d. Any required contract terms or conditions; and
 - e. Any required bid form or proposed format.
2. Price quotes or proposals shall be received by the city manager at the date, time and place established in the solicitation document.
 - a. The city manager shall keep a written record of the sources of the quotes or proposals.
 - b. If three (3) quotes or proposals are not reasonably available, fewer shall suffice, but the city manager shall make a written record of the effort made to obtain quotes or proposals as part of the procurement file.

D. Procurement Methods for Professional Services and Public Improvements. The city shall apply the Public Contracting Code and the Model Rules when procuring professional service contracts and public improvements and processing protests thereof.

E. Retroactive Approval. Retroactive approval of a contract means the award or execution of a contract where work was commenced without final award or execution. The city manager may make a retroactive approval of a contract only if the responsible employee submits a copy of the proposed contract to the city manager, along with a written request for contract retroactive approval, that contains:

1. An explanation of the reason work was commenced before the contract was finally awarded or executed;
2. A description of steps being taken to prevent similar occurrences in the future;
3. Evidence that, but for the failure to finally award or execute the contract, the employee complied with all other steps required to properly select a contractor and negotiate the contract; and
4. A proposed form of contract.

3.04070 Source Selection Methods for Goods or Services, Other Than Personal or Professional Services.

A. **Small Procurements.** Contracts for or purchases of goods or services with a contract price of \$10,000 or less are small procurements.

1. Purchases less than \$7,500. The city manager may use any procurement method the city manager deems practical or convenient, including direct negotiation or award, for small procurements of goods or services with a contract price of less than \$7,500.
2. Purchases between \$7,500 and \$10,000. The city manager may use competitive verbal quotes or proposals and informal written solicitations for small procurements of goods or services with a contract price between \$7,500 and \$10,000.
3. Negotiations. The city manager may negotiate with an offeror to clarify competitive verbal quotes or proposals or informal written proposals, or to make modifications that will make the quote or proposal acceptable or more advantageous to the city.
4. Award. If a contract is awarded, the award shall be made to the offeror whose verbal quote or proposal the city manager determines will best serve the interests of the city, taking into account price as well as any other relevant considerations, including but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery, and contractor responsibility.
5. Amendments. Small procurement contracts may be amended if the cumulative amendments do not increase the total contract price to more than twenty-five percent (25%) of the original contract price.
6. Public notice. No public notice of small procurements is required.

B. **Intermediate Procurements.** Contracts for goods or services with a contract price greater than \$10,000 and less than or equal to \$150,000 are intermediate procurements.

1. Intermediate procurements shall be by informal written solicitation.

2. Negotiations. The city manager may negotiate with an offeror to clarify an informal written solicitation, or to make modifications that will make the quote, proposal or solicitation acceptable or more advantageous to the city.
 3. Award. If a contract is awarded, the award shall be made to the offeror whose competitive verbal quote or proposal or informal written solicitation the city manager determines will best serve the interests of the city, taking into account price or any other relevant considerations, including but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery and contractor responsibility.
 4. Amendments. Intermediate procurement contracts may be amended if the cumulative amendments do not increase the total contract price by more than twenty-five percent (25%) of the original contract price.
- C. **Large Procurements.** Contracts for goods or services with a contract price greater than \$150,000 are large procurements.
1. The city manager may use competitive sealed bidding as set forth in ORS 279B.055, or competitive sealed proposals as set forth in ORS 279B.060.
 2. When using either competitive sealed bidding or competitive sealed proposals, the city manager shall follow the applicable procedures set out in the Model Rules.
 3. The city shall apply the applicable procedure set out in the Model Rules for processing protests of large procurements.

3.04.080 **Personal Services Contracts.**

- A. **Classification of Services as Personal Services.** In addition to the classes of personal services contracts identified in the definition of personal services contracts, the city manager may classify additional specific types of services as personal services. In determining whether a service is a personal service, the city manager shall consider:
1. Whether the work requires specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment;
 2. Whether the city intends to rely on the contractor's specialized skills, knowledge and expertise to accomplish the work; and
 3. Whether selecting a contractor primarily on the basis of qualifications, rather than price, would most likely meet the city's needs and result in obtaining satisfactory contract performance and optimal value.
 4. A service shall not be classified as personal services for the purposes of this Code if:
 - a. The work has traditionally been performed by contractors selected primarily on the basis of price; or

- b. The services do not require specialized skills, knowledge and resources in the application of highly technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.

B. Requests for Qualifications. At the city manager's discretion, a request for qualifications may be used to determine whether competition exists to perform the needed personal services or to establish a non-binding list of qualified contractors for individual negotiation, informal written solicitations or requests for proposals.

1. A request for qualifications shall describe the particular type of personal services that will be sought, the qualifications the contractor must have to be considered, and the evaluation factors and their relative importance.
2. A request for qualifications may require information including, but not limited to:
 - a. The contractor's particular capability to perform the required personal services;
 - b. The number of experienced personnel available to perform the required personal services;
 - c. The specific qualifications and experience of personnel;
 - d. A list of similar personal services the contractor has completed;
 - e. References concerning past performance; and
 - f. Any other information necessary to evaluate the contractor's qualifications.
3. A voluntary or mandatory qualifications pre-submission meeting may be held for all interested contractors to discuss the proposed personal services. The request for qualifications shall include the date, time and location of the meeting.
4. Unless the responses to a request for qualifications establish that competition does not exist, the request for qualifications is canceled, or all responses to the request for qualifications are rejected, and all respondents who meet the qualifications set forth in the request for qualifications shall receive notice of any required personal services and have an opportunity to submit a proposal in response to request for proposals.

C. Direct Negotiations. Personal services may be procured through direct negotiations if:

1. The contract price does not exceed \$75,000 and the work is within a budgetary appropriation or approved by the city council; or
2. The confidential personal services, including special counsel, or professional or expert witnesses or consultants, are necessary to assist with pending or threatened litigation or other legal matters in which the city may have an interest; or

3. The nature of the personal service is not project-driven but requires an ongoing, long-term relationship of knowledge and trust.
 4. Amendments. Personal services contracts procured by direct negotiation pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty- five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.
 5. Public Notice. No public notice of personal services contracts procured by direct negotiations is required.
- D. Informal Written Solicitations.** An informal written solicitation process may be used for personal services when the contract price is less than \$125,000.
1. An informal written solicitation shall solicit proposals from at least three (3) qualified providers. If the city manager determines three (3) qualified providers are not reasonably available, fewer shall suffice if the reasons three (3) providers are not reasonably available are documented in the procurement file.
 2. The solicitation document shall include:
 - a. The date, time and place that proposals are due;
 - b. A description of personal services sought, or the project to be undertaken;
 - c. Any statement of the time period for which proposals must remain firm, irrevocable, valid and binding on the offerer. If no time is stated in the solicitation document, the period shall be thirty (30) days;
 - d. Any required contract terms or conditions; and
 - e. Any required bid form or proposal format.
 3. Selection and ranking of proposals may be based on the following criteria:
 - a. Particular capability to perform the personal services required;
 - b. Experienced staff available to perform the personal services required, including the proposer's recent, current and projected workloads;
 - c. Performance history;
 - d. Approach and philosophy used in providing personal services;
 - e. Fees or costs;
 - f. Geographic proximity to the project or the area where the services are to be performed; and
 - g. Such other factors deemed appropriate, including a desire to ensure an equitable distribution of work among highly qualified contractors.
 4. The city manager shall maintain written documentation of the solicitation, including solicitation attempts, responses, and provider names and addresses in the procurement file.

5. Amendments. Personal services contracts procured by informal written solicitations pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.
 6. Public Notice. No public notice of personal services contracts procured by informal written solicitations pursuant to this section is required.
- E. **Requests for Proposals.** A request for proposals shall be used to procure personal services when the contract price is \$125,000 or more or the complexity of the project requires the use of a formal competitive process to determine whether a particular proposal is most advantageous to the city.
1. The request for proposal shall include:
 - a. Notice of any pre-offer conference, including:
 1. The time, date and location;
 2. Whether attendance at the pre-offer conference is mandatory or voluntary; and
 3. A provision that statements made by representatives of the city at the pre-offer conference are not binding unless confirmed by written addendum.
 - b. The form and instructions for submission of proposals, including the location where proposals must be submitted, the date and time by which proposals must be received and any other special information, e.g., whether proposals may be submitted by electronic means;
 - c. The name and title of the person designated for the receipt of proposals and the person designated as the contact person for the procurement, if different;
 - d. A date, time and place that pre-qualification applications, if any, must be filed and the classes of work, if any, for which proposers must be pre-qualified;
 - e. A statement that the city may cancel the procurement or reject any or all proposals;
 - f. The date, time and place of opening;
 - g. The office where the request for proposals may be reviewed;
 - h. A description of the personal services to be procured;
 - i. The evaluation criteria;
 - j. The anticipated schedule, deadlines, evaluation process and protest process;
 - k. The form and amount of any proposal security deemed reasonable and prudent by the city manager to protect the city's interests;
 - l. A description of the manner in which proposals will be evaluated, including the relative importance of price and other evaluation factors used to rate the proposals;

- m. If more than one tier of competitive evaluation will be used, a description of the process under which the proposals will be evaluated in the subsequent tiers;
 - n. If contracts will be awarded to more than one personal services contractor, an identification of the manner in which the city will determine the number of contracts to be awarded, or that the manner will be left to the city's discretion at time of award;
 - o. If contracts will be awarded to more than one personal services contractor, the criteria to be used to choose from the multiple contracts when acquiring personal services shall be identified;
 - p. All required contract terms and conditions, including the statutorily required provisions in ORS 279B.220, 279B.230 and 279B.235; and
 - q. Any terms and conditions authorized for negotiation.
2. Public Notice. The city manager shall provide public notice of a request for proposals for personal services.
- a. Public notice shall be given not less than twenty-one (21) days prior to closing for the request for proposals, unless the city manager determines that a shorter interval is in the public's interest, or a shorter interval will not substantially affect competition.
 - b. The city manager shall document the specific reasons for the shorter public notice period in the procurement file.
3. Amendments. Personal services contracts procured by requests for proposals pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty- five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

3.04.090 **Alternative Source Selection Methods for Goods or Services & Personal Services.**

- A. **Sole-Source Procurements.** A contract may be awarded as a sole-source procurement without competition pursuant to this section.
- 1. Determination of Sole Source. Before a sole-source contract may be awarded, the city manager shall make written findings that the goods or services, or personal services are available from only one source, based on one or more of the following criteria:
 - a. The efficient use of existing goods or services, personal services or professional services requires the acquisition of compatible goods or services, personal services or professional services that are available from only one source;
 - b. The goods or services, personal services or professional services are available from only one source and required for the exchange of software or data with other public or private agencies;

- c. The goods or services, personal services or professional services are available from only one source, and are needed for use in a pilot or an experimental project; or
 - d. Other facts or circumstances exist that support the conclusion that the goods or services, personal services or professional services are available from only one source.
 2. Negotiations. To the extent reasonably practical, contract terms advantageous to the city shall be negotiated with the sole source provider.
 3. Notice. The city manager shall post notice of any determination that the sole source selection method will be used on the city's website not less than ten (10) days prior to the date a sole source contract will be awarded. The notice shall describe the goods or services, personal services or professional services to be procured, identify the prospective contractor and include the date and time when, and place where, protests of the use of a sole source selection method must be filed.
- B. **Special Procurements.** In its capacity as contract review board for the city, the city council, upon its own initiative or upon request of the city manager, may create special selection, evaluation and award procedures for, or may exempt from competition, the award of a specific contract or class of contracts as provided in this section.
 1. Basis for Approval. The approval of a special solicitation method or exemption from competition must be based upon a record before the city council that contains the following:
 - a. The nature of the contract or class of contracts for which the special solicitation or exemption is requested;
 - b. The estimated contract price or cost of the project, if relevant;
 - c. Findings to support the substantial cost savings, enhancement in quality or performance, or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;
 - d. Findings to support the reason that approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations;
 - e. A description of the proposed alternative contracting methods to be employed; and
 - f. The estimated date by which it would be necessary to let the contract(s).
 2. In making a determination regarding a special selection method, the city council may consider the type, cost, amount of the contract or class of contracts, number of persons available to make offers, and such other factors as it may deem appropriate.

3. Notice Requirements for Public Hearing. The city shall approve the special solicitation or exemption after a public hearing before the city council.
 - a. At the public hearing, the city shall offer an opportunity for any interested party to appear and present comment.
 - b. The city council shall consider the findings and may approve the exemption as proposed or as modified by the city council after providing an opportunity for public comment.

- C. **Contracts.** Subject to award at the city manager's discretion. The following classes of contracts may be awarded in any manner that the city manager deems appropriate to the city's needs, including by direct appointment or purchase. Except where otherwise provided, the city manager shall make a record of the method of award.
 1. Amendments. Contract amendments shall not be considered to be separate contracts if made in accordance with the Code.
 2. Copyrighted Materials; Library Materials. Contracts for the acquisition of materials entitled to copyright, including but not limited to, works of art and design, literature and music, or materials even if not entitled to copyright, purchased for use as library lending materials.
 3. Equipment Repair. Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.
 4. Government-Regulated Items. Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.
 5. Non-Owned Property. Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the city.
 6. Specialty Goods for Resale. Contracts for the purchase of specialty goods by the city for resale to consumers.
 7. Sponsorship Agreements. Sponsorship agreements, under which the city receives a gift or donation in exchange for recognition of the donor.
 8. Structures. Contracts for the disposal of structures located on city-owned property.
 9. Renewals. Contracts that are being renewed in accordance with their terms are not considered to be newly issued contracts and are not subject to competitive procurement procedures.
 10. Temporary Extensions or Renewals. Contracts for a single period of one (1) year or less, for the temporary extension or renewal of an expiring and

non-renewable, or recently expired, contract, other than a contract for public improvements.

11. Temporary Use of City-Owned Property. The city may negotiate and enter into a license, permit or other contract for the temporary use of city-owned property without using a competitive selection process if:
 - a. The contract results from an unsolicited proposal to the city based on the unique attributes of the property or the unique needs of the proposer;
 - b. The proposed use of the property is consistent with the city's use of the property and the public interest; and
 - c. The city reserves the right to terminate the contract without penalty, in the event that the city determines that the contract is no longer consistent with the city's present or planned use of the property or the public interest.
 12. Used Property. The city manager may contract for the purchase of used property by negotiation if such property is suitable for the city's needs and can be purchased for a lower cost than substantially similar new property.
 - a. For this purpose, the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the city.
 - b. The city manager shall record the findings that support the purchase.
 13. Utilities. Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.
 14. Conference/Meeting Room Contracts. Contracts entered into for meeting room rental, hotel rooms, food and beverage, and incidental costs related to conferences and city-sponsored workshops and trainings.
- D. **Emergency Procurements.** When the city manager determines that immediate execution of a contract within the city manager's authority is necessary to prevent substantial damage or injury to persons or property, the city manager may execute the contract without competitive selection and award or city council approval, but, where time permits, competitive quotes should be sought from at least three (3) providers.
1. When the city manager enters into an emergency contract, the city manager shall, as soon as possible in light of the emergency circumstances, document the nature of the emergency, the method used for selection of the particular contractor, and the reason why the selection method was deemed in the best interest of the city and the public.
 2. The city manager shall also notify the city council of the facts and circumstances surrounding the emergency execution of the contract.
- E. **Cooperative Procurement Contracts.** Cooperative procurements may be made without competitive solicitation as provided in the Public Contracting Code.

3.04.100 **Surplus Property.**

- A. **General Methods.** Surplus property may be disposed of by any of the following methods upon a determination by the city manager that the method of disposal is in the best interest of the city. Factors that may be considered by the city manager include costs of sale, administrative costs, and public benefits to the city.
1. **Governments.** Without competition, by transfer or sale to another government department or public agency.
 2. **Auction.** By publicly advertised auction to the highest bidder.
 3. **Bids.** By publicly advertised invitation to bid.
 4. **Liquidation Sale.** By liquidation sale using a commercially recognized third-party liquidator selected in accordance with this Code for the award of personal services contracts.
 5. **Fixed Price Sale.** The city manager may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.
 6. **Trade-In.** By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.
 7. **Donation.** By donation to any organization operating within or providing a service to residents of the state of Oregon, which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- B. **Disposal of Property with Minimal Value.** Surplus property which has a value of less than \$500, or for which the costs of sale or demolition are likely to exceed sale proceeds, may be disposed of by any means determined to be cost-effective, including by transfer, donation or disposal. The employee making the disposal shall make a record of the value of the item and the manner of disposal.
- C. **Personal-Use Items.** An item (or indivisible set) of specialized and personal use items with a current value of less than \$100 may be sold to the employee or retired or terminated employee for whose use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by the city manager.
- D. **Restriction on Sale to City Employees.** City employees shall not compete, as members of the public, for the purchase of publicly sold surplus property.
- E. **Conveyance to Purchaser.** Upon the consummation of a sale of surplus personal property, the city shall make, execute and deliver a bill of sale or similar instrument signed on behalf of the city, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

3.04.110 **Protest and Appeal Procedures.**

- A. Appeal of Debarment or Prequalification Decision.

1. Right to Hearing. Any person who has been debarred from competing for the city's contracts or for whom prequalification has been denied, revoked or revised may appeal the city's decision to the city council as provided in this section.
 2. Filing of Appeal. The person shall file a written notice of appeal with the city manager within five (5) business days after the prospective contractor's receipt of notice of the determination of debarment or denial of prequalification.
 3. Notification of City Council. Immediately upon receipt of such notice of appeal, the city manager shall notify the city council of the appeal.
 4. Hearing. The procedure for appeal from a debarment or denial, revocation or revision of prequalification shall be as follows:
 - a. Promptly upon receipt of notice of appeal, the city shall notify the appellant of the date, time and place of the hearing;
 - b. The city council shall conduct the hearing and decide the appeal within thirty (30) days after receiving notice of the appeal from the city manager; and
 - c. At the hearing, the city council shall reconsider, without regard to the underlying decision giving rise to the appeal, the notice of debarment, or the notice of denial, revocation or revision of prequalification, the standards of responsibility upon which the decision on prequalification was based, or the reasons listed for debarment, and any evidence provided by the parties.
 5. Decision. The city council shall set forth in writing the reasons for the decision.
 6. Costs. The city council may allocate its costs for the hearing between the appellant and the city.
 - a. The allocation shall be based upon facts found by the city council and stated in the city council's decision that, in the city council's opinion, warrant such allocation of costs.
 - b. If the city council does not allocate costs, the costs shall be paid by the appellant if the decision is upheld, or by the city if the decision is overturned.
 - c. Judicial Review. The decision of the city council may be reviewed only upon a petition in the circuit court of {County} filed within fifteen (15) days after the date of the city council's decision. The appeal must be filed in accordance with all applicable state laws and trial court procedures.
- B. Protests and Judicial Review of Special Procurements.** An affected person may protest the request for approval of a special procurement as provided in this section.

1. Delivery; Late Protests. An affected person shall deliver a written protest to the city manager within seven (7) days after the first date of public notice of a proposed special procurement, unless a different period is provided in the public notice.
 - a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.
 - b. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.
 2. Content of Protest. The written protest shall include:
 - a. Identification of the requested special procurement;
 - b. A detailed statement of the legal and factual grounds for the protest;
 - c. Evidence or documentation supporting the grounds on which the protest is based;
 - d. A description of the resulting harm to the affected person; and
 - e. The relief requested.
 3. Additional Information. The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate, by giving such persons written notice of the time and manner whereby any response shall be delivered.
 4. City Response. The city manager shall issue a written disposition of the protest in a timely manner.
 - a. If the city manager upholds the protest, in whole or in part, the city manager may, in the city manager's sole discretion, implement the protest in the approval of the special procurement, deny the request for approval of the special procurement, or revoke any approval of the special procurement.
 - b. If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.
 5. Judicial Review. An affected person may not seek judicial review of a denial of a request for a special procurement.
 - a. Before seeking judicial review of the approval of a special procurement, an affected person shall exhaust all administrative remedies.
 - b. Judicial review shall be in accordance with ORS 279B.400.
- C. **Protests and Judicial Review of Sole-Source Procurements.** An affected person may protest the determination that goods or services or a class of goods or services are available from only one source as provided in this section.
1. Delivery; Late Protests. An affected person shall deliver a written protest to the city manager within seven (7) days after the first date of public notice of

a proposed sole source procurement is placed on the city's website, unless a different period is provided in the public notice.

- a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.
- b. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.

2. Content of Protest. The written protest shall include:

- a. A detailed statement of the legal and factual grounds for the protest;
- b. Evidence or documentation supporting the grounds on which the protest is based;
- c. A description of the resulting harm to the affected person; and
- d. The relief requested.

3. Additional Information. The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.

4. City Manager Response. The city manager shall issue a written disposition of the protest in a timely manner.

- a. If the city manager upholds the protest, in whole or in part, the proposed sole-source contract shall not be awarded.
- b. If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.

5. Judicial Review. An affected person may not seek judicial review of an election not to make a sole-source procurement.

- a. Before seeking judicial review of the approval of a sole-source procurement, an affected person shall exhaust all administrative remedies.
- b. Judicial review shall be in accordance with ORS 279B.400.

D. **Protests and Judicial Review of Personal Services Procurements.** An affected person may protest the procurement of a personal services contract as provided in this section.

1. Delivery. Unless otherwise specified in the solicitation document, the protest shall be in writing and delivered to the city manager.

- a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.
- b. Protests of the procurement of a specific contract as a personal services contract shall be made prior to closing.

- c. Protests to the award or an intent to award a personal services contract shall be made within seven (7) days after issuance of the intent to award, or if no notice of intent to award is given, within forty-eight (48) hours after award.
 - d. Protests submitted after the timeframe established under this subsection are untimely and shall not be considered.
 2. Contents of Protest. The written protest shall:
 - a. Specify all legal or factual grounds for the protest as follows:
 - i. A person may protest the solicitation on the grounds that the contract is a personal services contract or was otherwise in violation of this Code or applicable law. The protest shall identify the specific provision of this Code or applicable law that was violated.
 - ii. A person may protest award or intent to award for the reason that:
 - All proposals ranked higher than the affected persons are nonresponsive;
 - The city failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation document;
 - The city abused its discretion in rejecting the affected person's proposal as nonresponsive; or
 - The evaluation of proposals or the subsequent determination of award is otherwise in violation of this Code or applicable law.
 - iii. The protest shall identify the specific provision of this Code or applicable law that was violated by the city's evaluation or award;
 - b. Include evidence or supporting documentation that supports the grounds on which the protest is based;
 - c. A description of the resulting harm to the affected person; and
 - d. The relief requested.
 3. Additional Information. The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.
 4. City Manager Response. The city manager shall issue a written disposition of the protest in a timely manner.
 - a. If the city manager upholds the protest, in whole or in part, the proposed personal services contract procurement shall be cancelled, or the contract shall not be awarded, as the case may be.

- b. If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.
- 5. Judicial Review. Before seeking judicial review, an affected person shall exhaust all administrative remedies. Judicial review shall be in accordance with ORS 279B.420.
- E. **Protests of Cooperative Procurements.** Protests of the cooperative procurement process, contents of a solicitation document, or award may be filed with the city only if the city is the administering agency and under the applicable procedure described herein.

Passed by the Lebanon City Council and executed by the Mayor on this 14th day of March, 2018 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



CITY MANAGER REPORT

Reporting period: February 2018

I. A. ADMINISTRATION – Gary Marks, City Manager

Month in Review: The following provides the highlights of my work during the month of February.

- Walt Wendolowski and I have continued to work on the recertification of the South Santiam Enterprise Zone. After the Council discussion and direction of February 14th, meetings were held with Commissioner Will Tucker and Albany-Millersburg Economic Development Corporation (AMEDC) Executive Director John Pascone. The parties are now in agreement that Lebanon should proceed on its own with the possibility of including rural areas in the vicinity of Lebanon. Both the County and AMEDC now see a separate Lebanon zone as a favorable move that will allow more rural lands to be included in a zone that would include Millersburg. Walt continues to work with Art Fish of Business Oregon to clarify process requirements and prepare for the City's recertification process. As discussed at the February 14th Council meeting, a group of economic development professionals, including Walt and I, will be meeting on an ongoing basis to update each other on economic development activities and to collaborate where beneficial.
- I continued in February to work with the 8-cities group (inclusive of Adair Village, Brownsville, Halsey, Harrisburg, Lebanon, Monroe, Philomath and Sweet Home) to prepare our regional grant application to Business Oregon's Rural Opportunities Initiative. In addition to my contributions via email exchanges, this effort also required my attendance at meetings at Brownsville City Hall and at the Linn Benton Community College (LBCC) campus in Albany. In January, Business Oregon invited the cities group to apply for a \$50,000 grant to support hiring a Venture Catalyst for the Linn-Benton area. The Catalyst would be on the staff of the RAIN organization and would work to support and assist area entrepreneurs in developing and funding their business ideas. In addition to Business Oregon funding, Linn and Benton Counties will both contribute \$20,000 to the project and the cities group will share, on a per capita basis, in the funding of a \$20,000 amount to round out a total budget of \$110,000. Lebanon's share will be \$8,200.
- City staff and I met with Linn County Justice Court Judge Jad Lemhouse to discuss safety improvements for the space the Court leases from the City on the second floor of City Hall. The discussion was in response to a threat assessment conducted on the space by the Linn County Sheriff's Department. As per the lease agreement, the Court will proceed with County-funded improvements. The City will have an emergency escape ladder installed on the roof of City Hall. The ladder will be accessible by both Court staff and the City's second floor engineering staff.
- On February 8th, I met with a group of Lebanon non-profit and local government managers to discuss progress on the Lebanon 2040 Strategic Action Plan. Representatives from the Boys and Girls Club, COMP-Northwest, LBCC, Lebanon Downtown Association, Chamber of Commerce and Lebanon Community Schools participated in the meeting. We shared updates on our respective areas of the Strategic Plan and discussed modifications to assist in implementation.
- The month of February also included my attendance and participation in a number of meetings. Some are represented here:
 - City Employees' Wellness Fair
 - I met with Officer Dave Albanese to discuss the process of the Lebanon Coalition on Homelessness and a planned presentation to the City Council for March 14th.
 - I met with an event planner for the Gambler 500 (a car rally event) to use Cheadle Lake Park for an upcoming rally.
 - I had lunch with Kim Ketchum, COMP-Northwest, to discuss matters of mutual interest for the City and College.

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- I had a breakfast meeting with individuals working on Action Item 8.1 in the Lebanon 2040 Strategic Action Plan to explore the feasibility of creating a local park and recreation district.
- I was the noon hour speaker to the Transform Lebanon group (formerly the Lebanon Ministerial Association).
- I met with Wyatt King, Lebanon Downtown Association, to discuss common interests.
- I was a speaker at the Lebanon Downtown Association's monthly meeting. My subject was the City's Downtown Building Restoration Program.
- I met with representatives of the Build Lebanon Trails group to discuss and coordinate upcoming trail improvements.
- I was interviewed by a consultant working for the Boys & Girls Club to create a strategic plan of the club.
- I also attended and participated as the chair of the monthly meeting of the Lebanon Arts Commission, led staff meetings for the Management Team and the Administrative Department, and participated in monthly meetings of the Chamber of Commerce Board of Directors and Economic Development Committee.

B. HUMAN RESOURCES – Debi Shimmin, HR Generalist

- **Employee Benefits & Rewards:** The Balance Program for 2018 has been distributed to staff. Employees will have until November 1, 2018, to complete the activities and earn a \$250 employee bonus reward.
- **Employee Safety/Wellness Committee:** The Employee Wellness Fair was held on February 6, 2018, with a turnout of 57 employees. The committee gave out insulated lunch totes and tumblers.
 - Due to the current workload, the Emergency Action Plan update has been a challenge to finish. Once recruitments decrease, it is anticipated there will be time to complete this project.
- **Employee Recruitment:** Sr. Maintenance Worker Parks: Recruitment began on February 28/will close on March 30, 2018.
 - Library Assistant I: Paulina Wilcox announced her retirement beginning March 22, and her replacement has been filled using the pool of qualified candidates from the previous Library Assistant I recruitment. From the pool, Sarah Segar was offered the position and accepted. She begins work on March 5, 2018.
 - IT Systems Administrator: Nico Bressler was hired and will begin work on March 1, 2018.
 - Assistant City Engineer: This position is currently open until filled.
 - We are in the process of defining job descriptions for the Water Treatment Plant positions. Recruitments for these positions will begin in July or August.
- **Employee Training:** The annual CIS Conference was held on February 28, 2018, for three days in Salem, Oregon.
 - Staff attended training for **Recruiting & Hiring: Strategies for Success in Overcoming the Challenges of Today's Dwindling Applicant Pool**, on February 16, 2018.
 - VALIC is offering to staff financial planning training on March 22, and retirement planning on May 17. Dinner will be provided at both workshops.
 - Noise Exposure Awareness Training packets were prepared and sent out to staff.
- **HR Notes:** Library Assistant I Paulina Wilcox retires next month on March 22, 2018, after 15 ½ years of employment with the City of Lebanon. Her retirement celebration will be held that day at 3:30 p.m. in the Library's Community Room.
 - The HR Assessment report from City County Insurance Services is complete and we anticipate receiving the final report in March.
 - The City of Lebanon's employee application document has been updated to reflect recent legislation. City County Insurance Services is currently reviewing these updates for compliance.
 - LGPI (League of Government Personnel Institute) may be dissolving their organization due to a decline in revenue over the past years. I have sent a letter to the League of Oregon Cities in support of the services that LGPI has provided, in hopes that they will continue to provide those services under a different structure.
 - Work on the budget for the Human Resource division for the 2018/19 fiscal year was completed and reflects a forecast of 7-11 percent of staff turnover.

II. LEGISLATIVE / CITY CLERK'S OFFICE – Linda Kaser, City Clerk

- **Advisory Boards:** I received an application from Mr. Josh Posh who is eager to serve his community and participate on any committee/board that has a vacancy. Mayor Aziz, with Council confirmation, is scheduled to appoint Mr. Posh at the

March 14 City Council Meeting to the Ward 3 vacancy on the *Budget Committee*. He will also be appointed to the *Bike and Pedestrian Advisory Board Committee*.

--We still have two vacancies on the *Budget Committee*. The Ordinance adopted by Council at the February 14 City Council meeting will now allow Budget Committee members to be at large. This ordinance takes effect March 14, at which time I will advertise seeking members to fill those vacancies.

--*N. Entrance Sign/Monument Ad Hoc Committee* – I've been working with Mayor Aziz on recruiting members for an ad hoc committee to review and ultimately recommend a sign/monument at Academy Square. Members will be a mix of staff, residents and business leaders in the surrounding area. Appointments are expected to be made at the March 14 City Council Meeting.

- **City Council Meetings:** A Regular Council Meeting will be held on March 14 at 6:00 p.m. A tentative Work Session is scheduled for 5:00 p.m., on April 11, to discuss traffic calming measures on 5th Street with a Regular Council Meeting to follow.
- **City Council Chambers:** The School Board has been using the Council Chambers since October to see if the room and equipment worked better for them than their current location. I've compiled building cost information for Gary to begin working out a usage agreement with School Superintendent Rob Hess. Staff anticipates bringing a proposed agreement to the March 14 City Council Meeting.
- **City Elections:** I've been working with County Clerk Druckenmiller on a possible solution for a 24/7 ballot box site. Mr. Druckenmiller has received a complaint that we do not have a site in Lebanon that is available 24/7. The City has not personally received any complaints and to my knowledge have not since we went to vote by mail.
--I've begun the process of updated our Local Elections Manual and website page. I anticipate everything to be updated and online by mid-March. Plenty of time for our local elections filing period at the end of July. I'll keep you well-informed of the local elections process, as well as periodically provide Leigh with information to post on Facebook.
- **Liquor Licenses:** We received four liquor license applications this month. Two for Change of Ownerships (Linn Lanes and Oregon Mini Mart) and two Special Events (Pizza Schmizza and St. Edwards Catholic Church).

III. COMMUNITY DEVELOPMENT – Walt Wendolowski, Director

A. Planning:

- At their February meeting, the Planning Commission approved a Conditional Use application to construct a garden center at Economy Supply. During their work session, the Commission considered possible Code amendments regarding time limits to review certain housing approvals and altering the review process on large apartment projects.
- As of this date, no applications were submitted for the March hearing.
- Since last report, the Department approved a combination Property Line Adjustment, Administrative Review, Partition and Adjustment to allow the establishment of two duplexes and the creation of three townhouse lots; two Adjustments to allow a reduction in the building setback; an Administrative Review to construct a large accessory building; two Partition/Administrative Review requests to establish attached homes; and, a Property Line Adjustment.
- There are no current applications under review.
- Work continues with scanning all prior land use and building permits to assist in future development of our existing Geographic Information System.
- Transportation System Plan's consulting team is continuing work. At this stage, work has begun on the final draft document. Additional public meetings will be held before the material is submitted to the Commission and Council for adoption. Periodic updates and a comments map may be found at www.lebanontsp.org.

B. Building:

- The City processed 48 permits in January, a decrease from 55 permits in December. For FY 2017/18 total fees to date are \$224,398 on \$15,876,284 in valuation. By comparison, for the same period in FY 2016/17, the fees were \$261,575 on \$18,419,889 in valuation.

IV. ENGINEERING SERVICES – Ron Whitlatch, Director

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- Construction of the New Water Treatment Plant (WTP) is continuing. Slayden Constructors (SCI) has completed a majority of the walls for the new River Intake. They have also started working on construction of the Raw Water Electrical Building. Work is continuing at the Water Plant site as well, with the building frame being complete and siding being installed. Over the next few months, SCI will begin installation of mechanical and electrical equipment inside the building. Currently there are two City Staff assigned to the construction oversight along with intermittent help from Carollo Engineers. There have been several change orders to date which Staff will be discussing with City Council at the February 28th Utility Work Session. These added expenses are still within the overall project budget. Re-Design for the replacement of the underdrain for Cheadle Lake has started, as well as permit revisions. This work will be done during the summer of 2018.
- Staff has requested quotes from local contractors to replace two small sewers. The sewers are located on Fourth Street (between Grant and Sherman) and Mary Street (between Second and North Main). Both sewer have failed, leading to multiple call outs from residents having their private laterals backed up. Staff anticipates the construction work will begin within the next week or two.
- Staff is working with CH2M to replace all of the existing pumps at the Garvord Street Sanitary Sewer Pump Station. A contract was signed with Jeff King Contractors to perform the work. They plan to start construction soon, and it should take several weeks to complete.
- Staff will be requesting Approval to Award the Russell Drive & River Road Improvements Project at the March City Council Meeting. This is a continuation of last year's project which will extend from Franklin Street to Cheadle Lake Park. We will also be resurfacing River Road from Cheadle Lake to the New Water Intake Site. Construction is scheduled to start in April 2018.
- 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.
- Staff is currently working with ODOT to install a Pedestrian Activated Crosswalk light at the intersection of Fifth Street and Tangent Street. The design is currently being reviewed by ODOT. Currently we are awaiting approval from the Federal Highway Administration to proceed due to lawsuit for patent infringement with the Rapid Rectangular Flashing Beacon (this is nationwide, not just Lebanon, and we are not in any way a part of the suit). As more information becomes available, we will pass it along.
- The first phase of Porter Park, which was to strip and prep the site for construction has been completed. North Santiam Paving has installed all of the main utility lines into the park. Due to weather and being able to get equipment out into the park are, there will likely be very little work done on the park until next spring. It is anticipated that this will take well over a year to complete.
- Staff submitted a request to ODOT to extend the School Zone on Fifth Street, south of Airport Road and found out that ODOT does not conduct Speed Analysis on local roads. They pointed us to ORS 810 which allows a local agency to reduce residential speeds by 5 MPH if certain criteria can be met. The first two criteria can be met which are a roadway having less than 2000 vehicles per day and more than 85 percent of vehicles travel less than 30 MPH. The third criteria, which is to have signage indicating pedestrians and/or bike symbols could be met if they were installed. Engineering, Maintenance, and Police Staff would not recommend reducing the speed to 20 MPH, as this is likely to set a precedent, and not likely to get the results of slowing motorists down. However; if City Council wishes to act upon reducing the speed for this section of Roadway, Staff will gladly prepare an Ordinance. Staff will be conducting a Work Session with City Council in the coming months to discuss the issues.
- David Evans and Associates is under contract with the City to update the existing Westside Interceptor (sanitary sewer) model. The last model update was done 10 years ago and showed that the existing pipe was at capacity. Due to all of the potential for development along the west and south portion of the City, we are updating the model to determine if there are any short-term solutions to allow large developments prior to the new Westside Interceptor being completed. Staff will be discussing this at the February 28th City Council Work Session.
- Staff is currently working on the next five-year CIP Plan. It is anticipated that this will be brought to City Council in April for review and approval.
- Public improvements are complete and building permits are in process for duplexes that will be constructed at the northwest corner of 7th Street and Airport Road.
- Public improvements are completed on West Ash Street east of 10th. Final occupancy complete to 6 duplexes others are one more 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. building construction is underway with all on site improvements completed.
- 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 Snook investments for an Industrial Flex Space for 2 tenants. Site work is expected to start soon.
- Extension of public improvements along 9th street have been completed and testing complete. Contractor working on final punch list items. Public improvements to be accepted later this month. No Building permits issued at this time.
- Plans have been reviewed and red lines returned to Developer's Engineer for Mill Race Apartment site and Self-storage facilities at the north end of town. Project holding for all outside agencies permits to be received.
- Plans have been stamped approved for Kate's addition 4 duplexes with a half street improvement along Wasson Street.
- Site plan for Miller's Auto Repair have been approved site work to begin soon.
- Site plan for Veteran's home Parking lot expansion have been reviewed and red line revisions returned to the Developer.
- Site plan for Cascade Ridge 2 Apartment complex have been stamped approved, site work to begin soon.
- Entek building expansion site plans have been stamped approved, site work to begin soon.
- 9th Street sewer extension plans have been stamped approved, construction to start in the next week.
- Site plan of new Maple/Oak Townhouse have been received and currently under review.

V. FINANCE SERVICES – Matt Apken, Finance Director

- The IVR system is now fully in place and phone calls went out the day before lock offs to 121 out of 128 possible accounts to be locked off as we did not have phone numbers for the other 7 accounts. There were only 46 lock offs which is a large reduction from last month and from the possible the day before.
- Accounts Payable; FY17/18 payments made in February 2018, 422 invoices were processed for payments of \$1,893,740.

Utility Billing for February 2018:

- 5,761 Billing statements mailed by the end of January = \$846,029
- 1118 Accounts received a penalty (past due 2/21/18).
- 260 lien letters mailed to property owners.
- 46 accounts were locked off for non-payment on 2/14/18 for bills due 1/15/18.
- 37 accounts were reconnected the same week. 1 Pre-lock off door hanger for multi-family accounts.
- 1 accounts called for after-hours reconnect, paid as promised.
- Total of 368 Service orders: 45 Move Outs, 54 Move ins, 9 Turn offs, 24 Turn on, 52 reconnects, 73 read request, 3 Dead meters, 14 Leak Checks, 1 Quality checks, 49 Lock offs, 4 Meter Change out, 8 New Meter Installations, 3 Doorhangers, 6 misc. other.

	Feb 17	Mar 17	April 17	May 17	June 17	July 17	Aug 17	Sept 17	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18
Billing Statement	5,694	5,986	5,703	5,713	5,997	5,767	5,783	6,071	5,799	5,761	6,021	5,739	5,7361
Penalty applied	794	927	832	852	1,041	1,257	935	1,247	1,277	990	1,318	956	1118
Lock Offs	124	112	69	94	144	95	112	87	109	126	87	138	46

VI. INFORMATION TECHNOLOGY SERVICES – Brent Hurst, Director

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- Andy and Nico, our two-temp contractor\employees working in IT, continue to significantly contribute to the productivity of the IT Department as we resolve issues for end users. Andy also assists with GIS maintenance and helps to fulfill GIS production.
- Work continues at the Water Treatment Plant. IT continues to work with Engineering on this project.
- IT is testing a demo of a voice activated recording system as a cell phone app for Police to transcribe reports.
- IT is working with Microsoft on an ongoing basis to implement best practice and monitor\manage our email system. We have had a few valid emails get hung in spam this month as well as multiple malicious emails slip through the spam filters.
- IT is testing new remote access software for use internally by IT staff.
- Andy is starting work with Jason Rush from Maintenance to install new cameras at River Park and Cheadle Lake.
- IT troubleshoot and restored the City court video arraignment system with Linn County court.
- IT has been working with the Library staff with multiple printing, user, and RFID issues this month.
- IT added additional intercom units to jail cells for better communication with inmates from Dispatch.
- IT researched and trained Police Records staff on our current archive document system.
- IT upgraded a new switch in Maintenance for use with City Hall and Fire Station 31.
- IT performed multiple installations and various WiFi, MDT, user access, email, and printer work for Lebanon Fire District.
- GIS continued research and preparation for BAS 2018 data re-submission for the U.S. Census Bureau Boundary and Annexation Survey.
- GIS organized, exported, compressed, and uploaded CityLimit Boundary to SWIM site for Census Bureau Boundary and Annexation Survey
- GIS completed work on LandUse Action Layer; reconfigured layers, tables, relationship, and geodatabase distributed replica. Created and configured virtual directory, re-published services, and verified function in web map.
- GIS made final edits; printed and delivered final copies of Burn Boundary map for LFD.
- GIS coordinated jurisdiction questions with Community Development for Police Dispatch staff.
- GIS reviewed January new address updates from Community Development and coordinated issues with focus map and annotations.
- GIS continued coordination for LandUse Action and Address Archive document hyperlink projects.
- GIS calculated and transmitted Water and Sanitary Sewer Main footages for Engineering staff.
- We have addressed multiple other normal break-fix issues, equipment replacements, and maintenance renewals for IT. During the past month, the IT Department closed 349 tickets or work orders. This includes system generated tickets that needed analysis and resolution in addition to end user requests for help.

VII. LIBRARY – Kendra Antila, Director

- Extended hours and resource sharing have led to much higher checkout rates. We circulated 13,291 items in January (our highest rate since March 2016) and expect to see high numbers for February as well.
- In keeping with our efforts to increase programming for families and adults, the library hosted 6 events in February, in addition to our regularly scheduled programs.
- Long-time staff member Paulina Wilcox is retiring. Her last day will be March 22. New staff member Sarah Segar will begin March 5.
- The library community meeting room will be painted March 5-6

VIII. MAINTENANCE – Jason Williams, Director

A. Streets:

- Street sweeping continues including sweeping for the City of Halsey and Brownsville.
- Street light replacement from incandescent to LED bulbs in the downtown core area has been completed.
- Graded and rocked all the city gravel roads.
- Completed sign maintenance as needed.
- Completed a round of pothole patching.
- Removed danger trees at Cheadle Lake and ground all stumps.
- Lowered flags per governor's order.

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- Placed banners at two locations for special events.
- Fabricated a metal security door and placed on a shed out at Cheadle Lake Park. To prevent continued break ins.

B. Collections (Sanitary-Storm):

- Cleaning and televising sanitary and storm sewer continues.
- Placed flow meters for sanitary sewer survey.
- Assisted the water crew with water service repairs.
- Repaired failing sewer services.
- Raised flags per governor's order.
- Cleaned ODOT's catch basins.
- Assisted the contractor for the Water Treatment plant with the vacuor for four days including a Saturday.

C. Water:

- Hauling and cleaning of the settlement ponds at the water treatment plant is complete.
- Meter reading has been completed.
- The crew completed water lock offs and reconnects.
- Daily water service orders including, leak checks, locates, taste and quality issues, water samples and other customer concerns continues.
- The crew paved and replaced concrete after new or leaking water services were placed.
- Replaced water meters to touch/radio read as time permitted.
- Attended an Oregon safety summit for One Call.
- Vehicle Maintenance.

D. Parks:

- The playground is completed at Christopher Columbus including turf installation. Fence will be placed around the ball field in the next week as contractor becomes available.
- Placed a light pole and LED lights at the RV dump at River Park to eliminate theft.
- Rodded and replumbed the toilet in the men's room at Ralston Park after vandalism.
- Finished treating all the cedar boards for Strawberry Plaza. Awaiting contractor to place boards.
- Opened, closed and cleaned parks restroom buildings daily.
- Set up for 4 special events.
- Completed landscaping rounds in all parks and school district properties including a complete round of mowing.
- Daily vandalism control/repair.
- Completed playground safety inspections.

IX. POLICE – Frank Stevenson, Chief of Police

- The Patrol Division had approximately 1,633 calls for service this month, made 133 arrests, issued 121 traffic citations and wrote 227 case reports.
- As of February 22nd, 2018, 148 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 195 days were served by inmates in the Lebanon Jail.
- Peer Court, which is run by Community Policing Officer Dala Johnson and Lieutenant Scott Bressler, heard one case this month regarding juvenile use of marijuana. The Peer Court program remains dedicated to this diversion program in which youth are sentenced by their peers for minor crimes, offenses, and/or violations. Youth court diversion programs are intended to offer an alternative to the traditional juvenile justice system and school disciplinary proceedings and work to teach youths accountability and responsibility. We continue to have a partnership with Lebanon School District and the Linn County Juvenile Department.
- The Lebanon Cadet Academy is running very smoothly; we have held three classes to date. The most recent class tested participants on knowledge obtained so far; all students passed.
- The Community Services Division remains busy with various activities. This month, the division assisted with the Cadet Academy and Peer Court program, participated in pre-school story time at the Lebanon Library, conducted a meeting

with a new Neighborhood Watch group, facilitated a Traffic Safety class (6 attendees for distracted driving and 5 for seatbelt violation), and conducted a meeting with local Youth Services Team (YST), which is a multidisciplinary team that provides integrated services to students in Linn County, Oregon and coordinates efforts for children and youth who have been referred for services.

- The Detectives Division remains active with several very involved cases. Recently, a Corvallis man was sentenced to several years in prison based on an intensive investigation conducted by Lebanon Police detectives. This was a very involved case that took several months to properly investigate. Along with clearing this case, detectives were also able to clear 3 in-depth cases including child abuse, drug abuse and sex abuse.
- Five applicants were interviewed by a panel for the currently-vacant Communications Specialist position, and subsequently, four executive interviews were conducted. After very careful and deliberate review of all applicants, it was decided to not offer the job to any of the finalists. A new recruitment will be conducted beginning in March.
- We will be opening a new recruitment for Reserve Officer (volunteer position) beginning in March.
- With the help of the City's IT Department, we have installed 'talk boxes' within the Lebanon Jail for inmates so that they may communicate with our Dispatch Center.
- We are working on obtaining training for City staff that will be geared around active shooter scenarios. We are planning on rolling out the training in March.

X. SENIOR SERVICES – Kindra Oliver, Director

- We are still waiting on the delivery of our bus for the new deviated fixed route and should take possession next week. Start date for the new deviated fixed route will be the beginning of April. We will announce the date when we take possession of the new bus and confirm the bus is ready to be put into service.
- We applied for a replacement bus for our 2009 16 passenger bus, through the Oregon Department of Transportation (ODOT) Discretionary Grant, for the 2018-2020 biennium. We will hear back from ODOT in the next 6-8 weeks regarding the status of our application.
- All tax appointments for Lebanon are full and we have some availability in Sweet Home for the first two weeks in April. This is the earliest we've filled up all appointment requests. We will still be getting phone calls for tax assistance. Thank you to our senior volunteers that have helped us with this task.
- Our weekly Tai Chi and Chair Chi classes have gained so much interest that we've outgrown our room and had to move into a larger space to accommodate everyone! There is no charge for the classes and we welcome newcomers, always! We have medical students joining us a few times each month as well.
- We have a few openings for anyone interested in a raised garden bed plot at the Senior Center. Please call 541-258-4919, if interested. Our garden club meets the first Friday of each month, at 10:00 am.
- Seeds to Supper is currently meeting at the Senior Center on Tuesdays, from 9:30-noon, for the month of March.
- Our Lebanon Senior Center's own 2018 Winter Olympics was a big hit! There were a couple of articles in the local newspaper and everyone had a great time.
- A complete list of Senior Center events, classes, workshops and activities for March are posted on the city's website and on the Senior Center Facebook page.