



**LEBANON CITY COUNCIL  
ELECTRONIC REGULAR MEETING AGENDA  
September 8, 2021 (5:30 PM – EXECUTIVE SESSION  
AND 6:00 PM REGULAR MEETING)**

*The City Council will be meeting electronically and not hold a live meeting at the Santiam Travel Station.*

*Information on how to submit written and verbal testimony for the public hearings can be found in the Public Hearing Notices located on the City's website at <https://www.ci.lebanon.or.us/citycouncil/page/city-council-electronic-regular-session-10>*

*Mayor Paul Aziz*

*Council President Jason Bolen  
Councilor Wayne Rieskamp*

*Councilor Wayne Dykstra  
Councilor Gamael Nassar*

*Councilor Rebecca Grizzle  
Councilor Michelle Steinhebel*

**MISSION STATEMENT**

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

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**CALL TO ORDER – 5:30 PM** – The City Council will immediately recess the Regular Meeting and convene into Executive Session.

**EXECUTIVE SESSION** *Executive Sessions are closed to the public due to the highly confidential nature of the subject. It is unlawful to discuss anything outside of the Executive Session. Final action/decisions are to be made in open session.*

*Per ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member or individual agent.*

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**RECONVENE REGULAR MEETING 6:00 PM**

**FLAG SALUTE**

**ROLL CALL**

**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.*

<b>AGENDA</b>	Lebanon City Council Agenda – September 8, 2021
<b>AGREEMENT</b>	Intergovernmental Agreement (IGA) with City of Albany
<b>BOARD MINUTES</b>	Planning Commission – July 21, 2021
<b>COUNCIL MINUTES</b>	August 11, 2021 Work Session and Regular Session August 23, 2021 Special Session
<b>EASEMENT</b>	Montessa Lift Station

**PROCLAMATION / PRESENTATION / RECOGNITION**

- American Legion Day (September 16)
- Constitution Week (September 17-23)
- Fire Prevention Week (October 3-9)

**PUBLIC COMMENTS** *(Public comments may be submitted by email to [cityrecorder@ci.lebanon.or.us](mailto:cityrecorder@ci.lebanon.or.us) prior to 5:00 PM on September 7. The City Recorder will distribute comments to the Mayor and Council prior to the meeting. Information on how to register in advance to speak at the electronic meeting is located at the bottom of the Agenda)*

**PUBLIC HEARINGS**

- 1) **Annexation A-21-03**  
Presented by: Kelly Hart, Community Development Director  
*Approval/Denial by ORDINANCE BILL NO. 2021-12, ORDINANCE NO. 2968*
- 2) **Comprehensive Plan Map Amendment CPMA-21-01**  
Presented by: Kelly Hart, Community Development Director  
*Approval/Denial by ORDINANCE BILL NO. 2021-13, ORDINANCE NO. 2969*
- 3) **Adoption of the Methodology for Calculating Transportation System Development Charges (SDCs)**  
Presented by: Ron Whitlatch, Engineering Services Director  
*Approval/Denial by RESOLUTION 2021-19*

**REGULAR SESSION**

- 4) **Interview Ward 2 City Council Applicants and Appointment**  
Presented by: Mayor Aziz  
*Approval/Denial by MOTION*
- 5) **Approval to Award Westside Interceptor Guaranteed Maximum Price (GMP) Amendment No. 2 – 100% GMP**  
Presented by: Ron Whitlatch, Engineering Services Director  
*Approval/Denial by MOTION*

- 6) **Arts Commission Transition and Funding Agreement**  
Presented by: Kelly Hart, Community Development Director  
*Approval/Denial by MOTION*
- 7) **Dissolving the Lebanon Arts Commission and Repealing Ordinance Bill No. 2016-17, Ordinance No. 2886 Creating Chapter 2.18 of the Lebanon Municipal Code**  
Presented by: Kelly Hart, Community Development Director  
*Approval/Denial by ORDINANCE BILL NO. 2021-14, ORDINANCE NO. 2970*
- 8) **Authorizing Submittal of a Department of Land Conservation and Development (DLCD) Community Assistance Grant**  
Presented by: Kelly Hart, Community Development Director  
*Approval/Denial by RESOLUTION 2021-21*
- 9) **Authorizing Agreement with McKenzie Architecture to Develop Cost Estimates for a New City Hall and Improvements to the Senior Center**  
Presented by: Ron Whitlatch, Engineering Services Director  
*Approval/Denial of Agreement by MOTION*  
*Approval/Denial of Transfer Appropriations by RESOLUTION 2021-20*
- 10) **Approval of Employment Contract with Nancy Brewer**  
Presented by: John Kennedy, City Attorney  
*Approval/Denial by MOTION*
- 11) **City Manager's Report**  
Presented by: Nancy Brewer, Interim City Manager  
*Discussion*

## **ITEMS FROM COUNCIL**

**PUBLIC/PRESS COMMENTS** *An opportunity for citizens and the press to comment on items of city business.*

## **NEXT SCHEDULED COUNCIL MEETING**

- October 13 (6:00 PM) Regular Session

## **ADJOURNMENT**

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***If you wish to address the Council under Public Comments or for a Public Hearing, click [HERE](#) to register in advance for the meeting. You will receive a confirmation email containing information about joining the meeting. Attendees will need to register to receive the link to the meeting. Please register ONLY if you wish to address the Council. You will be called in the order received. If you want to watch or listen to the meeting, please click this link to do so on YouTube: <https://youtu.be/hTH4NFdWpUo>***

*City Council meetings are recorded and available on the City's YouTube page at <https://www.youtube.com/user/CityofLebanonOR>. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to the City Recorder at 541.258.4905.*

# *Consent Calendar*

# Agreements



40 N. 2<sup>nd</sup> Street, Suite 100  
Lebanon, Oregon 97355

TEL: 541.451.1751  
FAX: 541.258.4959  
[www.ci.lebanon.or.us/police](http://www.ci.lebanon.or.us/police)




# MEMORANDUM

*Police Department*

To: Mayor Aziz & City Council

Date: September 8, 2021

From: Chief Frank Stevenson 

Subject: IGA with City of Albany

## INTRODUCTION

In the early months of 2021, the Lebanon Police Department was approached by the City of Albany regarding the potential for renting bed space in the Lebanon Municipal Jail (the City of Albany does not currently operate a jail).

The proposed Intergovernmental Agreement (IGA) was subsequently drafted in June 2021 and sent to the City of Albany for review. The IGA was also reviewed and approved by Lebanon City Attorney Tre' Kennedy.

While this is an extra resource for the City of Albany and will allow them to essentially hold two (2) low-level offenders from the Linn County area on ten (10)- to fourteen (14)-day sanctions, it is expected to generate approximately \$47,450.00 a year for the City of Lebanon and allow Lebanon-area offenders to be held accountable for crimes committed.

This agreement is not only cost-effective for the City of Albany, but would be a substantial benefit to the City of Lebanon in that it would allow us to have additional funding for the Department (including, but not limited to, jail staff).

## RECOMMENDATION

I recommend that City Council pass a motion to accept the proposed IGA as presented, and allow the subsequent funds to be utilized for the City of Lebanon Municipal Jail.

**INTERGOVERNMENTAL AGREEMENT  
CITY OF LEBANON AND CITY OF ALBANY  
FOR JAIL SERVICES**

PARTIES

This AGREEMENT is made and entered into by and between CITY OF ALBANY, a municipal corporation of the State of Oregon, 333 Broadalbin Street SW, Albany, Oregon 97321, (hereinafter referred to as "ALBANY") and CITY OF LEBANON, a municipal corporation of the State of Oregon, 925 S Main Street, Lebanon, OR 97355, (hereinafter referred to as "LEBANON"), and collectively referred to as the "PARTIES", or individually as "PARTY".

RECITALS

1. WHEREAS, ORS 190.007 et seq. provides for intergovernmental cooperation in the interest of furthering economy and efficiency of local government; and
2. WHEREAS, ORS 190.003 for purposes of such intergovernmental cooperation defines a unit of local government as including a county, city, district, or other public corporation, commission, authority, entity organized and existing under statute or city charter; and
3. WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a PARTY to the Agreement, its officers or agencies, have authority to perform; and
4. WHEREAS, pursuant to the ALBANY's police power it is required that certain city Adults in Custody be confined in a correctional facility to ensure appearance in court, as well as after a sentence has been imposed, according to the provisions of the laws of the state of Oregon and the ordinances of the City of Albany. Pursuant to ORS 169.030 the city shall either provide a local correctional facility, or by agreement provide for one; and
5. WHEREAS, for the purposes of this Agreement, "City Adults in Custody" means any Adult in Custody who is brought to the jail as a result of being charged with, or convicted of, an offense being prosecuted through Albany's Municipal Court; and
6. WHEREAS, it is recognized that LEBANON's jail space is a limited, finite resource that is used by LEBANON as a correctional facility consistent with ORS 169.030; and
7. WHEREAS, in an effort to further economy and efficiency, the PARTIES hereto wish to cooperatively support the sharing of jail space in LEBANON for Adults in Custody from ALBANY; and

8. WHEREAS, the PARTIES wish to establish this collaborative agreement to ensure continued consideration of opportunities for cooperation which may arise.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

## AGREEMENTS

### **Article 1: Term and Time of Performance**

The term of this Agreement shall become effective upon the final signature of the PARTIES and shall remain in effect until it is terminated by mutual agreement of the PARTIES. This Agreement shall be reviewed annually.

The PARTIES acknowledge that the LEBANON Jail may shut down for one (1) week, per year for annual maintenance.

### **Article 2: LEBANON - Scope of Responsibilities**

1. Continue operation, maintenance, and control of the Jail for all ALBANY Adults in Custody who are accepted by LEBANON into the Jail. All expenses incurred in the operation and maintenance of the Jail shall be borne by LEBANON, except as provided herein.
2. Consult with ALBANY, from time to time, with regard to operation of the Jail and consider any reasonable request from ALBANY.
3. Submit monthly itemized billings/invoices to ALBANY for any prescriptions or minor costs incurred outside the daily use fee. Include the Adult in Custody's name, date(s) of incarceration, book-in and release times, and charge(s) under which the person was incarcerated. The monthly itemized billing will further show a total amount owing for each month.
4. Maintain documentation which properly reflects costs expended for items listed in Article 2.3. Documentation may be inspected by ALBANY upon request. LEBANON will maintain the documentation for two (2) years after termination of this Agreement.
5. No later than the 10th of the following month, submit an itemized monthly daily use statement that reflects the Albany Municipal Court Adult in Custody's name, date(s) of incarceration, book-in and release dates and times, and charge(s) under which the person was incarcerated. The statement should be emailed directly to the Albany Municipal Court Supervisor, who will distribute to the Albany Municipal Court Judge, the Albany City Attorney, the Albany Finance Director or their assigned agent, and the Albany Police Chief or their assigned agent.
6. Comply with the provisions of all federal, state, and local laws and ordinances that are applicable to the performance of this Agreement.



7. Provide humane treatment for all inmates.
8. Provide all routine medical care and service customarily provided by corrections staff within the Jail.
9. Provide medical services for ALBANY Adults in Custody injured while incarcerated within the Jail.
10. Notify Albany Police Chief or shift supervisor of any injury or illness involving ALBANY Adults in Custody which could result in medical care expenses for ALBANY. Notification shall be made as soon as practical after any necessary emergency medical care that has been administered.
11. Release Adults in Custody, if necessary, for medical or dental services at LEBANON's discretion.
12. Release Adults in Custody upon request by Albany's Municipal Court Judge if an early release is required.
13. Provide bus passes to released Adults in Custody for transportation to medical or dental services.
14. Contact Albany Municipal Judge or Albany Police Shift Supervisor for decisions to release Adults in Custody after regular business hours.

**Article 3: ALBANY - Scope of Responsibilities**

1. In addition to the two jail bed rentals, ALBANY will bear the cost of all prescription drugs and non-routine medical and dental care provided to ALBANY Adults in Custody (ORS 169.152).
2. Utilize all non-incarcerate alternatives to bringing defendants into the Jail whenever practical.
3. Submit payment to LEBANON monthly for any prescriptions or minor costs incurred outside the daily use fee as shown on LEBANON billings/invoices.
4. When a non-contract agency has a charge(s) pending on the same Adult in Custody or there are concurrent charges in a state court, the contract agency will not be billed until such time as the non-contract agency releases its interest in the Adult in Custody and/or the state charges are released.
5. Use video and/or telephonic arraignment or pretrial conferences in accordance with a mutual satisfactory schedule made between the PARTIES.

6. Transport Adults in Custody to and from LEBANON jail if an in-person meeting is requested by the Albany Municipal Court Judge.
7. Acknowledge that LEBANON may not medically be able to hold some Adults in Custody.
8. Provide or compensate LEBANON for bus passes given to Adults in Custody to use for transportation to medical or dental services.

**Article 4: Notifications**

<p><b>LEBANON Contact:</b></p> <p>Lebanon Police Dept.          Kim Hyde, Police Captain          40 N 2nd St, #100          Lebanon, OR 97355          541-451-1751  <a href="mailto:Khyde@ci.lebanon.or.us">Khyde@ci.lebanon.or.us</a></p>	<p><b>ALBANY Contact:</b></p> <p>Albany Police Dept.          Brad Liles, Police Captain          2600 Pacific Blvd SW          Albany, OR 97321          541-917-3234  <a href="mailto:Brad.Liles@cityofalbany.net">Brad.Liles@cityofalbany.net</a></p>
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**Article 5: Compensation**

Unless amended, the maximum not-to-exceed compensation payable to LEBANON under this Agreement is \$47,450.00 per year (\$65.00 per day per bed for two (2) beds, regardless of use), plus the reimbursable costs identified in Article 2.3 and Article 3.8. LEBANON will provide ALBANY with an invoice covering daily use and reimbursable costs for the prior month and ALBANY will submit payment monthly to LEBANON for the amount invoiced. Discrepancies should be resolved within 15 days of invoice receipt. The maximum compensation may be increased only by written amendment of this Agreement which is signed by all PARTIES and with all required State approvals.

**Article 6: Change or Modification**

This Agreement contains the entire agreement between the PARTIES hereto and supersedes any and all prior express and/or implied statements, negotiations and/or agreements between the PARTIES, either oral or written. Any PARTY to this Agreement may from time to time request changes in the scope of the agreement as set forth herein. No change, modification, or waiver of any provision in this Agreement shall be valid or binding upon the PARTIES except upon written amendment executed by all of the PARTIES.

**Article 7: Transfer of Interest**

No PARTY to this Agreement shall assign or transfer any interest in or duty under this Agreement without the written consent of the other PARTY, and no assignment shall be of any force or effect whatsoever unless and until the other PARTY shall have so consented in writing.

### **Article 8: Indemnity**

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and Article XI, Section 10 of the Oregon Constitution, each PARTY to this Agreement shall be solely responsible for its own actions and/or failure to act and shall indemnify and hold the other PARTY harmless from any liability, cost or damage arising there from. Provided, however, that neither PARTY shall be required to indemnify the other for any claim, loss or liability arising solely out of the wrongful act of the other's officers, employees or agents. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

### **Article 9: Insurance**

ALBANY and LEBANON shall obtain and at all times keep in effect, comprehensive general liability insurance, property damage insurance, and workers' compensation covering each respective PARTY's own acts and omissions under this Agreement. The PARTIES may satisfy these requirements in any manner allowed by ORS 30.270 or ORS 30.282. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specific in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the PARTY's insurance policy referred to in this paragraph, the PARTY, as applicable, shall immediately notify the other PARTY verbally and in writing. Coverage limits shall not be less than \$2,000,000 combined single limit per occurrence.

### **Article 10: Severability**

Invalidation of any term or provision herein by judgment or court order shall not affect any other provisions that remain in full force and effect.

### **Article 11: Termination/Withdrawal**

Any PARTY may request termination/withdrawal of this Agreement for any reason with 30 days written notice to the other PARTY. Each PARTY shall continue to carry out the provisions of this Agreement during the period after the giving of notice to the effective date of termination/withdrawal.

### **Article 12: Operations of Agreement**

In any decisions regarding the operations of this Agreement, it is the intent of both PARTIES hereto that the specific provisions of this Intergovernmental Agreement shall govern. Decisions necessary to implement this Agreement that are not covered by the specific provisions of this Agreement shall require the agreement of both PARTIES. Such agreement shall be provided through their designated representatives. In the event that the PARTIES do not reach an agreement on a decision or a particular course of action, the matter will be referred to the nonelected chief executive officers of the respective PARTIES to this Agreement for resolution. Those officers will meet and make a decision regarding this matter. In the event that the chief executive officers are unable to agree, then the issue will be processed in accordance with Article 13.

**Article 13: Disagreement/Arbitration**

In the event the PARTIES to this Agreement are unable to agree, as specified in Article 12, either PARTY may apply to the presiding judge of Linn County requesting the appointment of a neutral arbitrator. The arbitrator thus selected shall establish the procedures for arbitration of the dispute and his/her decision shall be final. The PARTIES shall share equally in all arbitration fees and costs.

**Article 14: Attorneys' Fees**

In the event a suit or action is commenced to enforce the terms of this Agreement, the prevailing PARTY shall recover, and the losing PARTY shall pay the prevailing PARTY court costs and reasonable attorney fees incurred in the suit or action. This provision specifically includes any court costs and attorneys' fees incurred by the PARTY prevailing on appeal.

IN WITNESS WHEREOF, the PARTIES have herewith executed their signatures.

**CITY OF LEBANON, OREGON**

**CITY OF ALBANY, OREGON**

\_\_\_\_\_  
Frank Stevenson, Police Chief

\_\_\_\_\_  
Jeanna Yeager, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date


\_\_\_\_\_  
Nancy Brewer, Interim City Manager

\_\_\_\_\_  
Peter Troedsson, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

  
\_\_\_\_\_  
Tre Kennedy, City Attorney

\_\_\_\_\_  
M. Sean Kidd, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Board/Committee*  
*Commission Minutes*



**City of Lebanon**  
**Planning Commission**  
**Meeting Minutes**  
**July 21, 2021**

Due to the COVID-19 Pandemic, the City of Lebanon Planning Commission conducted a hybrid virtual meeting in accordance with House Bill 4212 and in State public meeting laws.

**Members Present:** Chairman Salvage, Vice-Chair Don Robertson, and Commissioners David McClain, Todd Prenoveau, Chad Munn, and Lory Gerig-Knurowski.

**Staff Present:** Community Development Director Kelly Hart, City Engineer Ron Whitlatch and Tre' Kennedy, City Attorney.

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

Chairman Salvage called the meeting of the Lebanon Planning Commission to order at 6:00 pm via the Zoom Meeting virtual platform. The meeting was also live streamed on YouTube for the public to view live.

**2. ROLL CALL**

Prior to the start of roll call, Chairman Salvage welcomed the new commissioners to the Planning Commission.

Roll call was taken. Commissioner Port was excused.

**3. APPROVAL OF MEETING MINUTES**

May 19, 2021 minutes – there were no corrections or amendments, the minutes were approved as written.

May 25, 2021 minutes – there were no corrections or amendments, the minutes were approved as written.

June 16, 2021 minutes – there were no corrections or amendments, the minutes were approved as written.

**4. CITIZEN COMMENTS - None**

**5. PUBLIC HEARINGS**

**A. Planning File S-21-02 – Subdivision application for a 10-lot subdivision with associated public improvements.**

Chairman Salvage opened the public hearing. City Attorney Kennedy read into the record the quasi-judicial hearing procedures and the raise it or waive it provisions of public meeting law.

Chairman Salvage asked the Commissioners whether they had any ex-parte communications, conflicts of interest or bias to report. Chairman Salvage announced that he does live within the Heather Estates neighborhood where this project is proposed, but he did not receive a public notice, and he believes he will still be able to make an unbiased decision. Commissioner Gerig-Knurowski also announced she lives in the neighborhood, did not receive a notice, and believes she will be able to make an unbiased decision.

Seeing no further announcements, Chairman Salvage requested staff to present the application.

Director Hart presented the staff report and discussed an overview of the decision criteria outlined in the agenda packet for consideration. Director Hart also indicated that the City received a letter of opposition to the project. An overview of the points of opposition were discussed, which included a preference in the development type to be single-family detached, concerns in increased traffic in the neighborhood, accident concerns on the curve of Jadon Drive where the proposed new street intersection would be, and preference for access for the new units to be from S 5<sup>th</sup> Street.

Director Hart responded to the points of concern, providing information on the 73 anticipated trips per day and with 5 peak PM trips and how the project was not large enough to warrant a traffic impact analysis, which indicates the traffic impacts would be minor. In addition, the location of the intersection of the new public street and Jadon Drive is on the outer curve of the road, which maximizes visibility and is not anticipated to create a traffic concern. Director Hart summarized the remaining concerns in the letter, but provided no additional response.

At the conclusion of the staff report, Chairman Salvage opened the discussion up for questions of staff.

Commissioner Prenoveau asked clarification on the parking for the project. Director Hart indicated that each unit would provide a two-car garage, which meets the minimum parking standard, and all the identified open parking spaces are provided in excess of the minimum requirement, so each lot is not required to have two open spaces.

Commissioner McClain asked about the possibility of driveways from this development being accessed from the future Crowfoot Road. Director Hart indicated the building setbacks identified are intended to meet the minimum development setbacks per the land use code. In addition, no driveways would be accessed from Crowfoot Road as the development code stipulates that driveways

should be accessed from the lowest street designation. With Freedom Place designated as a local road and Crowfoot Road designated as a minor arterial, the driveways for the subdivision would need to be located on Freedom Place. City Engineer Whitlatch further stated that there may be driveways in the future elsewhere on Crowfoot Road, but it would not be from this proposal.

Commissioner McClain asked whether there would be parking on the cul-de-sac. Director Hart indicated the cul-de-sac was designed large enough to accommodate parking, but with the required fire turnaround it would not be feasible, which was the impetus for staff to work with the developer to provide additional parking on each of the properties as on-street parking would be infeasible.

Seeing no additional questions of staff, Chairman Salvage opened the meeting to the applicant to speak on the matter.

David Dodson from Willamette Valley Planning Group spoke as applicant representative. He indicated, although this property consists of 1.69 acres, the 100-foot-wide overhead BPA easement impacts over half the property, so it is an odd piece to subdivide. They are proposing to install a new street and cul-de-sac almost entirely within the BPA easement and create 10 new lots ranging in size from roughly 3,200 SF to 9,600 SF with an average lots size of roughly 5,900 SF. These lots are similar in size to the roughly 6,000 SF lots within the first phase of Heather Estates. Each dwelling will have a 2-car garage. Due to the limited area along the cul-de-sac for on-street parking, we are proposing to provide all but 2 lots with two additional off-street parking spaces. All the new lots will be served with shared driveways to reduce the number of curb cuts along the street and allowing more spaces for street trees.

No structures are allowed within the BPA easement, so we are only showing paved surfaces including the new road, sidewalks, driveways, and surface parking. To ensure fences are not installed beneath the easement, we will be imposing a deed restriction on all new lots. The BPA has issued a signed land use agreement for our proposed subdivision and is grateful for our willingness to not allow fences within their easement.

Stormwater from the new dwellings and street will be directed into a 10-inch line that outfalls into the adjacent detention pond.

A new 8-inch sanitary sewer line will be extended under the new street and cul-de-sac to serve the 10 new lots.

An existing 18-inch water main runs along South 5th Street that could serve lots 1-5. The remaining lots will be served from a new 8-inch water line in the new street and cul-de-sac. A fire hydrant will be installed at the end of this new water line for fire protection and serve as a blow-off for annual system cleaning. Another fire hydrant will be located in front of Lot 3 along South 5th Street.

Mr. Dodson concluded that even though this site is constrained with the BPA easement, we feel these new lots will help address needed housing in Lebanon.



Mr. Dodson further responded to the letter of opposition indicating that the location of the new street intersection is on the safest side of the street as it provides the greatest level of visibility.

Chairman Salvage asked about whether there will be a driveway in front of the two-car garage to provide additional parking, or just the designated parking spaces as shown.

Mr. Dodson provides more information about the orientation of the home facades, facing on 5<sup>th</sup> Street and Crowfoot Road, and the access is all provided along the shown driveway access. Based on the design, there would be limited ability to park on the driveway in areas other than the garage or shown parking spaces.

Commissioner McClain asked about addressing and where the mailboxes would be located. The applicant and Director Hart responded how the addressing is chosen, based on the fire department and the 911 system to ensure addressing is based on their preferences. Same with the mail purposes, the postal service would dictate how mail service would be provided.

Chairman Salvage responded based on his experience as a fire fighter that the addresses would likely be off of Freedom Place, the new cul-de-sac.

Chairman Salvage asked about whether the landscape areas between the driveways are maintained by the property owners or the city? The Applicant responded that the areas between the driveways would be landscaped and maintained by the property owners. Director Hart and City Engineer Whitlatch reiterated that all the landscaping would be maintained only by the property owner and will include no city maintenance.

Seeing no further questions from the Commissioners, Chairman Salvage opened the public hearing portion. Chairman Salvage asked whether there was anyone else to speak in favor or opposition to the project.

Director Hart indicated that there were no additional persons that requested participation.

Chairman Salvage closed the public hearing and limited further conversation to Planning Commissioners and staff.

Chairman Salvage reiterated that the Planning Commissioners have all received the letter of opposition before the meeting and had time to review it in full, and Director Hart simply provided a summary of the letter during the meeting.

Chairman Salvage indicated that he felt the applicant did an adequate job to make an odd shaped property become developable. He indicated that there was concern about multifamily housing in this neighborhood, but this project would a good middle ground.

Commissioner McClain agreed with Chairman Salvage and asked how the name of the street was determined. Director Hart identified the process for assigning street

names, and there is no restrictive criteria established by the City, so long as the name meets the criteria for the 911 system.

Vice-Chair Robertson indicated no opposition to the project and thought the applicant did a good job addressing an odd shaped lot.

Seeing no further comments on the subject application, and no member of the public in attendance to speak on the matter, Chairman Salvage closed the hearing, and accepted a motion.

Commissioner McClain motioned to approve the project with the findings and conditions as drafted in the agenda packet.

Vice-Chair Robertson seconded the motion.

***Motion passed 6-0.***

**6. WORK SESSION - *None***

**7. COMMISSION BUSINESS & COMMENTS**

Director Hart there would be two public hearings scheduled for the August meeting, along with a work session on fueling station regulations and the start to the Planning Commission training series.

Director Hart also welcomed the two new members to the Planning Commission. Director Hart also indicated that there were still two positions open for the planning commission, and the City had received one additional application for review.

Vice-Chair Robertson asked for an update on the Westside Interceptor Project. City Engineer Whitlatch indicated the project was slated to begin in September.

Chairman Salvage asked why the Jadon Drive project was able to be approved for development, but a property to the north was in the sewer deficiency zone and is not able to be developed till the interceptor was constructed. City Engineer Whitlatch indicated there was a need to establish a cut-off point where development would need to freeze, and staff evaluated the appropriate location, which was then approved by Council.

Commissioner Munn asked about the capacity for our wastewater treatment plant. City Engineer Whitlatch provided data points to demonstrate the facility has sufficient capacity to handle the new system.

**8. ADJOURNMENT:**

There being no further business, the meeting was adjourned at 6:38pm.

*[Meeting minutes prepared by Kelly Hart, Community Development Director]*

# *Council Minutes*

**LEBANON CITY COUNCIL  
MINUTES – DRAFT  
August 11, 2021**

**Council Present** Mayor Paul Aziz, Councilors Wayne Dykstra, Rebecca Grizzle, Gamael Nassar, Wayne Rieskamp and Michelle Steinhebel

**Staff Present** City Attorney Tré Kennedy, Interim City Manager Nancy Brewer, City Recorder Kim Scheafer, Police Chief Frank Stevenson, Finance Director Matt Apken, Engineering Services Director Ron Whitlatch, Community Development Director Kelly Hart, IT/GIS Coordinator Casey McMillin and Systems Engineer Andy Roy

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

**ROLL CALL** Councilor Jason Bolen was absent. Councilor Nassar attended the meeting via Zoom web conferencing.

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

<b>AGENDA</b>	Lebanon City Council Agenda – August 11, 2021
<b>BOARD MINUTES</b>	Planning Commission – May 19, 25 & June 16, 2021
<b>COUNCIL MINUTES</b>	July 14, 2021 Regular Session & July 28, 2021 Work Session
<b>EASEMENT</b>	786 Vaughan Lane (Westside Interceptor Project)
<b>EASEMENT &amp; RIGHT OF WAY</b>	1925 River Road (River Road Reconstruction Project)

**PROCLAMATION / PRESENTATION / RECOGNITION**

**Proclamations** – Mayor Aziz read the proclamation declaring September 11 as Patriot Day and shared that there will be an 8:00 a.m. event on September 21<sup>st</sup> at the Mullins Way flag circle. He also read the proclamation declaring September as Preparedness Month and said that the Facebook page Be Prepared Lebanon has a lot of good information on preparedness. The proclamation declaring September as Senior Center Month was also read. Mayor Aziz said that the Senior Center will be open as a cooling center from 8:00 a.m. to 7:00 p.m.

**PUBLIC COMMENTS** – There were none.

**PUBLIC HEARING**

**1) Amending Fees and Charges for City Services**

*Mayor Aziz opened the public hearing at 6:08 p.m.*

Finance Director Apken briefly went over the proposed fee amendments.

*Mayor Aziz closed the Public Hearing at 6:10 p.m. City Attorney Kennedy read the title of RESOLUTION NO. 2021-16. Councilor Grizzle moved, Councilor Rieskamp seconded, to APPROVE RESOLUTION NO. 2021-16, A RESOLUTION AMENDING FEES AND CHARGES FOR CITY SERVICES AND REPEALING EXHIBIT A “FEE SCHEDULE” OF RESOLUTION NO. 2020-08. The motion passed unanimously.*

## REGULAR SESSION

### 2) Change Order for the River Road Reconstruction Project

Engineering Services Director Whitlatch provided background and requested that Council authorize staff to include the Primrose Street extension as a change order to the River Road Reconstruction project for \$341,259.08.

***Councilor Rieskamp moved, Councilor Grizzle seconded, to AUTHORIZE STAFF TO INCLUDE THE PRIMROSE STREET EXTENSION AS A CHANGE ORDER FOR THE RIVER ROAD RECONSTRUCTION PROJECT NO. 21703 IN THE AMOUNT OF \$341,259.08. The motion passed unanimously.***

### 3) Update on Arts Commission Transition to the Lebanon Downtown Association

Community Development Director Hart provided an update on the Arts Commission transition negotiations with the Lebanon Downtown Association (LDA). For start-up and administrative costs, the LDA is requesting one-time funding of \$8,000. There is identified funding in the existing Community Development and Administration budgets to accommodate this request. If Council is agreeable, the next steps would be putting together an agreement for the dispersal of those funds, a lease agreement for Strawberry Plaza, and an ordinance that would dissolve the Arts Commission as a function of the City.

Mayor Aziz said that the LDA is the best group to take this on and expressed his appreciation to them.

Councilor Nassar asked whether the funding could be increased to \$10,000 or \$12,000. Hart said that the \$8,000 was acceptable to the LDA and it is workable with the existing approved budget. Anything above that would require a budget adjustment or additional review of the budget. Mayor Aziz thought that the \$8,000 was a reasonable amount.

Councilor Nassar also asked whether he should abstain from voting since he is on the LDA committee. Kennedy said that there is no conflict of interest. It is up to the Councilor to determine whether they can be impartial, but it is not uncommon to abstain because of the potential appearance of bias.

Councilor Steinhebel asked whether the City's "participatory, non-voting role in the Commission" would take staff time. Hart said that staff's level of participation would be as an advisory role for direct communication with the City regarding permit procedures and ensuring that the City is aware of potential art projects within public places. Economic Development Catalyst Alysia Rodgers has the capacity to take this on.

***Councilor Grizzle moved, Councilor Rieskamp seconded, to APPROVE THE TRANSITION PLAN AND FUNDING REQUEST FOR THE ARTS COMMISSION TO BE UNDER THE DIRECTION OF THE LEBANON DOWNTOWN ASSOCIATION INSTEAD OF THE CITY. The motion passed unanimously.***

### 4) Lebanon Police Association Collective Bargaining Contract (July 1, 2021 – June 30, 2024)

Police Chief Stevenson presented a request to accept the proposed Lebanon Police Association Collective Bargaining Contract for July 1, 2021-June 30, 2024. Highlights are included in his staff report. Wages are based on bringing police officer and sergeant pay up to market value. Interim City Manager Brewer added that compensation market studies showed that the City is behind market in comparable-sized organizations. The change in wages will be a little more than \$200,000 over the current year's salaries budget so alternatives are being looked at.

Regarding a question about PERS increases, Brewer said that increases take place on July 1 of odd-numbered years so there was just an increase. The PERS board made some tweaks that will have big impacts for the 2023-2025 biennium.

The Mayor and Council thanked Chief Stevenson and the Lebanon Police Officers for the quality of work they do in the City. Brewer agreed and said that staff also appreciates them.

***Councilor Steinhebel moved, Councilor Dykstra seconded, to APPROVE THE LEBANON POLICE ASSOCIATION COLLECTIVE BARGAINING CONTRACT FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2024. The motion passed unanimously.***

- 5) **Authorizing the City of Lebanon to Declare Vacant the Ward 2 City Council Seat Held by Councilor Rebecca Grizzle**

Mayor Aziz said that Councilor Grizzle announced that she would be stepping down as City Councilor. Applications were received from David Workman and Kim Ullfers. Interviews are scheduled for the September 8 meeting with swearing-in taking place at the October meeting.

Kennedy read the title of RESOLUTION NO. 2021-18. ***Councilor Steinhebel moved, Councilor Grizzle seconded, to APPROVE RESOLUTION NO. 2021-18, A RESOLUTION AUTHORIZING THE CITY OF LEBANON TO DECLARE VACANT THE WARD 2 CITY COUNCIL SEAT HELD BY COUNCILOR REBECCA GRIZZLE. The motion passed unanimously.***

- 6) **City Manager's Report** – Brewer provided updates:

- Masks will be required inside all City indoor facilities starting on Friday.
- Staff is working to determine how much additional debt would be needed to amend the Gateway Urban Renewal District to include the addition of a new City Hall. Approval would be needed from the large taxing districts (School District, Fire District and Linn County). Staff will bring back numbers for a discussion with Council on whether to pursue this course of action.

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

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

**NEXT SCHEDULED COUNCIL MEETING** – September 8, 2021 (5:00 p.m.) Work Session and (6:00 p.m.) Regular Session

*Mayor Aziz recessed the meeting at 6:50 p.m.*

### **EXECUTIVE SESSION**

- *Per ORS 192.660(2)(e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.*
- *Per ORS 192.660(2)(i) To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.*

**REGULAR SESSION** – *Mayor Aziz reconvened the meeting at 7:26 p.m.*

***Councilor Grizzle moved, Councilor Steinhebel seconded, to RATIFY THE AUGUST 1, 2019 AGREEMENT BETWEEN THE CITY AND RIDGETOP REAL ESTATE, LLC AND DIRECT THE CITY MANAGER TO INCLUDE \$325,000 FROM PARKS SYSTEMS DEVELOPMENT CHARGES (SDCs) TO ACQUIRE THE PARCEL IN THE FY 2022-23 BUDGET. The motion passed unanimously.***

Mayor Aziz thanked Brewer for her work as Interim City Manager. He said that Council is in full support of her and is extremely happy with her leadership, budgetary experience and her ability to run the City, especially during the pandemic. A new employment contract between the City and Brewer will be on the September 8 Council agenda.

**ADJOURNMENT** Mayor Aziz adjourned the meeting at 7:29 p.m.

*[Minutes prepared by Donna Trippett]*

Minutes Approved by the Lebanon City Council on this 8<sup>th</sup> day of September 2021.

\_\_\_\_\_  
Paul R. Aziz, Mayor   
Jason Bolen, Council President

ATTESTED:

\_\_\_\_\_  
Kim Scheafer, MMC, City Recorder

LEBANON CITY COUNCIL  
*Street SDC Methodology Update – Work Session Minutes – DRAFT*  
*August 11, 2021*

---

**Council Present:** Mayor Paul Aziz, Councilors Wayne Dykstra, Rebecca Grizzle, Wayne Rieskamp, Gamael Nassar and Michelle Steinhebel

**Staff Present:** City Recorder Kim Scheafer, Engineering Services Director Ron Whitlatch, Community Development Director Kelly Hart, Finance Director Matt Apken, Public Works Director Jason Williams, IT/GIS Coordinator Casey McMillin and IT Systems Engineer Andy Roy

Mayor Aziz called the electronic work session to order at 5:00 p.m. Councilor Jason Bolen was absent. Councilor Nassar attended the work session via Zoom web conferencing.

Engineering Services Director Whitlatch introduced Deb Galardi from the Galardi Rothstein Group who showed a PowerPoint presentation [found in the Council packet] on Transportation Systems Development Charges (SDCs). She explained how the SDCs are calculated and said that the methodology was updated based on the most recent Transportation System Plan (TSP). The presentation also included an SDC project list and fee schedule. The SDC committee recommended a two-year phase-in for the proposed SDC increase.

In a residential transportation SDC comparison with other cities, Lebanon is currently at the low end of the group. With the updated schedule, Lebanon would fall at about the middle. Most cities increase their SDCs every year to include at minimum inflation, but it can be higher if a methodology update is done.

The next steps in this process would include a public hearing at the September 8, 2021 Council meeting. ORS provisions were followed; no comments were received. The methodology allows for annual inflationary adjustments and updating of the project list.

Whitlatch provided background on how the project list was put together. He said that in addition to this big increase in transportation SDCs, updates to the other facility master plans and methodology will be made over the next few years, so SDCs will likely increase but there is the option of not charging the full amount.

Councilor Rieskamp asked whether growth in cities with higher transportation SDCs has been affected. Ms. Galardi said there is always concern about the costs of building and buying housing but the SDCs are paying for the infrastructure needed to allow that development to occur, so it is a balancing act. In most of the areas, providing incentives for affordable housing are a way to balance the need for that type of housing in particular.

Councilor Grizzle wondered why Albany's transportation SDCs are so low. Ms. Galardi said that there was not the political will to increase the SDCs to the level that the project list would have allowed for. There was a series of both limiting the projects and taking only a percentage of the fee. It is up to each jurisdiction to weigh the pros and cons with the need to provide the funding through some other mechanism. She confirmed that existing residents would subsidize growth or projects would get delayed.

Whitlatch explained for Councilor Steinhebel that storm drainage SDCs will likely not increase dramatically due to increasing environmental regulations.



There was a brief discussion about the construction excise tax that the City collects for the School District, which is not part of City funds.

**ADJOURNMENT**

Mayor Aziz adjourned the work session at 5:40 p.m.

*[Minutes prepared by Donna Trippett]*

Minutes Approved by the Lebanon City Council on  
this 8<sup>th</sup> day of September 2021

\_\_\_\_\_  
Paul R. Aziz, Mayor   
Jason Bolen, Council President

ATTESTED:

\_\_\_\_\_  
Kim Scheafer, MMC, City Recorder

**LEBANON CITY COUNCIL  
MINUTES – DRAFT  
August 23, 2021**

**Council Present** Mayor Paul Aziz, Councilors Jason Bolen, Wayne Dykstra, Rebecca Grizzle, Gamael Nassar, Wayne Rieskamp and Michelle Steinhebel

**Staff Present** City Attorney Tré Kennedy, Interim City Manager Nancy Brewer, City Recorder Kim Scheafer, Engineering Services Director Ron Whitlatch, Finance Director Matt Apken and Systems Engineer Andy Roy

**CALL TO ORDER** Mayor Aziz called the special meeting to order at 12:00 p.m. using Zoom web conferencing and immediately recessed into executive session.

**EXECUTIVE SESSION** *Per ORS 192.660(2)(h) To consult with legal counsel concerning the legal rights and duties of the public body with regard to litigation or litigation likely to be filed.*

**REGULAR SESSION** – *Mayor Aziz reconvened the meeting at 12:30 p.m.*

**1) CH2M Hill, Inc. and Operations Management International, Inc. (OMI) Settlement Agreement**

***Councilor Steinhebel moved, Councilor Bolen seconded, to ACCEPT THE TERMS OF THE SETTLEMENT AGREEMENT WITH CH2M HILL, INC. AND OPERATIONS MANAGEMENT INTERNATIONAL, INC. DATED AUGUST 19, 2021. The motion passed unanimously.***

**ADJOURNMENT** Mayor Aziz adjourned the meeting at 12:31 p.m.

*[Minutes prepared by Donna Trippett]*

Minutes Approved by the Lebanon City Council on  
this 8<sup>th</sup> day of September 2021.

\_\_\_\_\_  
Paul R. Aziz, Mayor   
Jason Bolen, Council President

ATTESTED:

\_\_\_\_\_  
Kim Scheafer, MMC, City Recorder

*Easements &*  
*Rights-of-Way*




925 S. Main Street  
Lebanon, Oregon 97355

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

# MEMORANDUM

*Engineering Services*

Date: September 1, 2021

To: Mayor Aziz and City Council  
From: Ron Whitlatch, Engineering Services Director   
Subject: **Easement – Montessa Lift Station**

## I. INTRODUCTION

The attached easement is being presented for consideration on the September 8<sup>th</sup> Lebanon City Council Agenda.

The easement is for the Montessa Lift Station located at the corner of Montessa and Highway 34 (please see attached maps). The lift station was installed in 2006. Staff has recently discovered that an easement was not obtained at the time of installation, therefore has requested one now from the current owner.

Staff will be available should Council have any questions.

## I. RECOMMENDATION

Staff recommends City Council approve the attached Public Utility Easement by motion.

EASEMENT FOR PUBLIC ACCESS AND UTILITIES

THIS AGREEMENT, made and entered into this 10th day of August, 2021 by and between Cochran and Smith Investments LLC, (1000 Montessa Way, Lebanon, Oregon 97355), 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 sidewalk, and to maintain and repair public utilities for the purpose of conveying public utilities services over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of the said public utilities and the further right to remove trees, bushes, under-growth and other obstructions interfering with the location and maintenance of the said public utilities.

This agreement is subject to the following terms and conditions:

- 1. The right-of-way hereby granted is described as follows: SEE "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 \$0.00, the receipt of which is hereby acknowledged, and in further consideration of the public improvements to be placed upon said property and the benefits Grantor may obtain therefrom. Nothing herein shall reduce or limit grantor's obligation to pay any costs or assessments which may result from the improvements.
4. The Grantor does hereby covenant with the City that Grantor is lawfully seized and possessed of the real property above described, has a good and lawful right to convey it or any part thereof, and will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.
5. Upon performing any maintenance, the City will make reasonable efforts to return the site to its original condition.
6. No permanent structure shall be constructed on this easement.

IN WITNESS WHEREOF, we have set our hands hereto this 10th day of August, 2021.

IN WITNESS WHEREOF, we have set our hands hereto this \_\_\_ day of \_\_\_, 20\_\_.

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

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

Bradley Cochran OWNER
Cochran & Smith Investments, LLC

By: Paul R Aziz, Mayor [ ]
Jason Bolen, Council President [ ]

GRANTOR(S)

By: Kim Scheafer, MMC, City Clerk

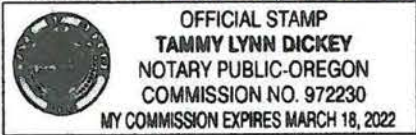
On the 10th day of August, 2021, personally appeared the within named Bradley Cochran who acknowledged the foregoing instrument to be a voluntary act and deed.

GRANTEES

On the \_\_\_ day of \_\_\_, 20\_\_, personally appeared \_\_\_ and Kim Scheafer, 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: [Signature]
NOTARY PUBLIC FOR OREGON

Commission Expires: March 18, 2022



BEFORE ME:
NOTARY PUBLIC FOR OREGON

Commission expires: \_\_\_\_\_



EXHIBIT "A"

SANITARY SEWER LIFT STATION EASEMENT DESCRIPTION

(PARCEL 1, PARTITION PLAT NO. 2015-11)  
(TAX LOT 300, ASSESSORS MAP 12S2W16)

AN AREA LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 12 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, CITY OF LEBANON, LINN COUNTY, OREGON AND BEING MORE SPECIFICALLY DESCRIBED AS:

BEGINNING AT A POINT ON THE EAST LINE OF PARCEL 1, PARTITION PLAT NO. 2015-11, WHICH BEARS SOUTH 0°13'20" EAST 4.09 FEET FROM THE MONTESSA WAY POINT OF CURVATURE ON THE EAST LINE OF SAID PARCEL; THENCE ALONG SAID EAST LINE SOUTH 0°13'20" EAST 17.00 FEET; THENCE LEAVING SAID EAST LINE SOUTH 89°58'50" WEST 37.18 FEET; THENCE NORTH 0°19'37" WEST 36.64 FEET; THENCE NORTH 89°45'19" EAST 27.51 FEET; THENCE SOUTH 0°12'25" WEST 19.75 FEET; THENCE NORTH 89°58'50" EAST 9.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED AREA CONTAINS ± 1172 SQUARE FEET.

LINN COUNTY SURVEY 25921 WAS USED AS A REFERENCE.



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

**EXHIBIT B**  
 1000 MONTESSA WAY  
 LEBANON, OREGON

Date 05/26/21  
 Project COL OAK  
 21-180  
 Drawn by GSR  
 Checked by KWL

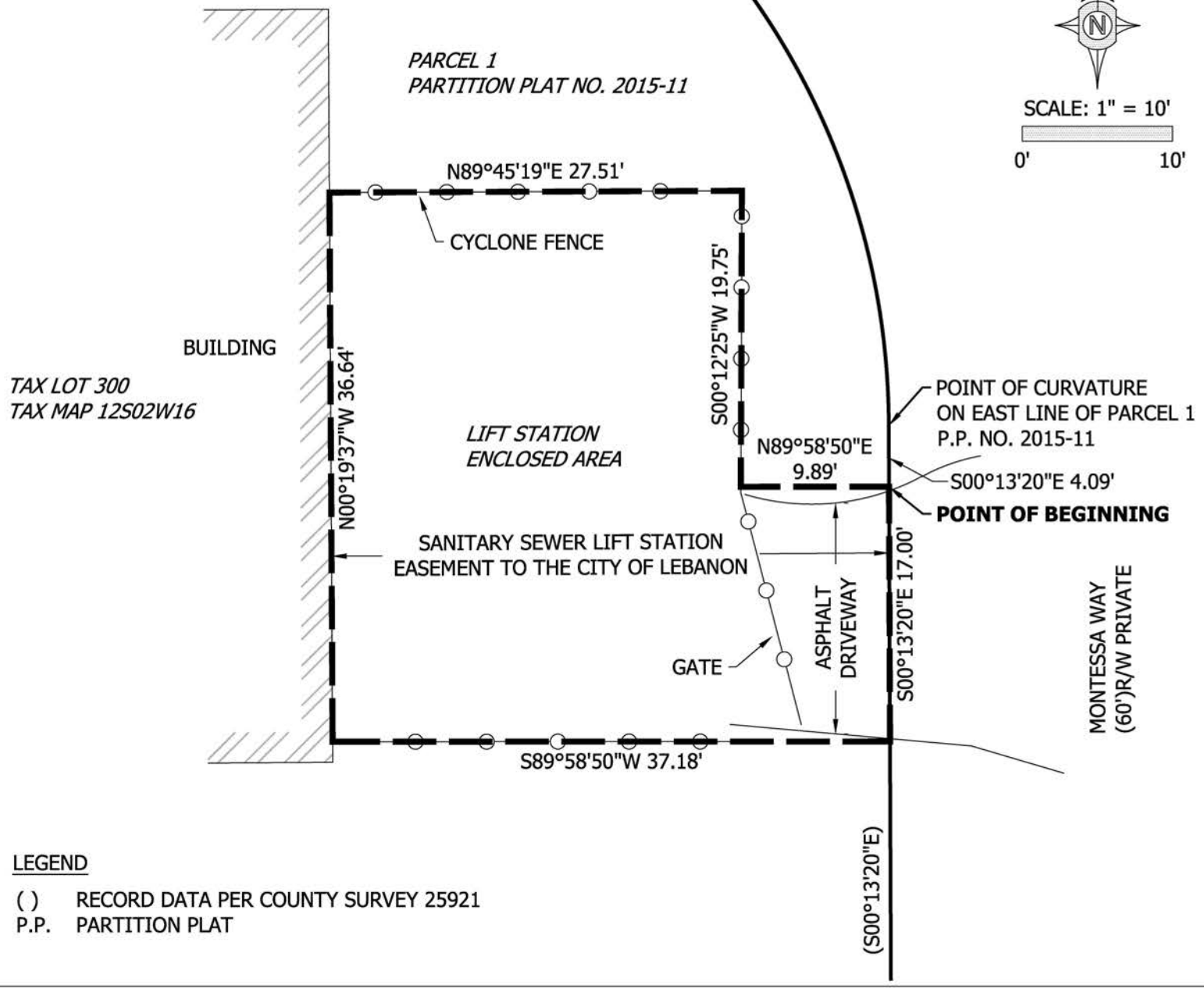


SHEET 1  
 of 1  
 SCALE: AS NOTED



SCALE: 1" = 10'  
 0' 10'

**PARCEL 1**  
**PARTITION PLAT NO. 2015-11**



**LEGEND**

( ) RECORD DATA PER COUNTY SURVEY 25921  
 P.P. PARTITION PLAT

*Presentation/Proclamation/*  
*Recognition*





# "American Legion Day"

September 16, 2021

## PROCLAMATION

**WHEREAS**, the American Legion was chartered by Congress in 1919 on September 16 as a wartime veterans' organization based on the four pillars of Veterans Affairs & Rehabilitation, National Security, Americanism, and Children & Youth; and

**WHEREAS**, the American Legion is an eminent community service organization with Legion posts worldwide working a variety of programs that support the four pillars and benefit our nation's veterans, its service members, their families, the youth of America and its citizens; and

**WHEREAS**, Legion members are dedicated to upholding the ideals of freedom and democracy while working to make a difference in the lives of fellow Americans; and

**WHEREAS**, the 2021 observance of American Legion Day provides an opportunity to recognize **Local Santiam Post #51** and the Legionnaires in our community for their community contributions.

**NOW, THEREFORE**, I, Paul R. Aziz, Mayor of Lebanon, do hereby proclaim September 16, 2021 as "**AMERICAN LEGION DAY**" in Lebanon.

---

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 8<sup>th</sup> Day of September 2021.*

---

Kim Scheafer, MMC, City Recorder



***September 17 - 23, 2021***

## ***Proclamation***

**WHEREAS**, September 17, 2021, marks the 234<sup>th</sup> anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS**, the U.S. Constitution defined two axioms for our nation: the first for basic human equality and the second for a right to life, liberty, and the pursuit of happiness; and

**WHEREAS**, the U.S. Constitution declared that governing would be upheld by three branches: the executive, the legislative, and the judicial branch; and

**WHEREAS**, through all its changes, the Constitution's foundation has endured and adapted; and

**WHEREAS**, Constitution Week is an opportunity to acknowledge the work of our Founding Fathers and to honor the U.S. Constitution.

**NOW, THEREFORE**, I, Paul Aziz, Mayor of the City of Lebanon do hereby proclaim September 17 –23, 2021 as "**Constitution Week**" in the City of Lebanon and call this observance to the attention of all our citizens.

---

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 8th Day of September 2021.

---

Kim Scheafer, MMC, City Recorder



## PROCLAMATION FIRE PREVENTION WEEK

**WHEREAS**, the City of Lebanon is committed to ensuring the safety and security of all; and

**WHEREAS**, fire is a serious public safety concern both locally and nationally with homes being the location where people are at greatest risk of fire; and

**WHEREAS**, home fires killed 2,770 people in the United States in 2019, and fire departments responded to 339,500 home fires; and

**WHEREAS**, smoke alarms cut the risk of dying in reported home fires in half. Residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

**WHEREAS**, Lebanon's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

**WHEREAS**, this year's theme of "*Learn the Sounds of Fire Safety*" is to educate everyone about simple but important actions they can take to keep themselves and those around them safe.

**NOW, THEREFORE**, I, Mayor Paul R. Aziz, do hereby proclaim October 3-9, 2021, as "***Fire Prevention Week***" and urge everyone to develop and practice a home fire escape plan with your entire household, and to participate in the public safety activities of Lebanon's Fire Department during this week.

---

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 8<sup>th</sup> Day of September 2021.*

---

Kim Scheafer, MMC, City Recorder

# *Citizen Comments*

# Agenda Item 1



925 S. Main Street  
Lebanon, Oregon 97355

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

# MEMORANDUM

## *Community Development*

To: Mayor Aziz and City Council  
From: Kelly Hart, Community Development Director  
Subject: Annexation and Zoning of Property  
Planning File No.: A-21-03  
Applicant: David and Laura Gillott

Date: August 31, 2021

This is a request to annex the subject properties are located northwest corner of S Santiam Highway and Crowfoot Road. The address is 4070 S Santiam Highway. The County Assessor Map places the parcels within Township 12 South; Range 2 West; Section 24C; Tax Lot 500 and Section 23D, tax lot 1900.

The property is located within the Lebanon UGB and is designated Residential Mixed Density in the Lebanon Comprehensive Plan Map. Consistent with the requirements of the Lebanon Development Code, the land is assigned the corresponding Residential Mixed Density (Z-RM) zone upon annexation.

The Planning Commission conducted a public hearing on August 18, 2021, and found the application complied with the decision criteria contained in the Lebanon Development Code, voting unanimously (6-0) to recommend City Council approval of the application. Exhibit "B" of the attached Ordinance contains the Planning Commission findings in support of the request. Staff will review the material at the public hearing.

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

**A BILL FOR AN ORDINANCE ANNEXING AND ZONING PROPERTIES FOLLOWING CONSENT FILED WITH THE CITY COUNCIL BY LANDOWNERS IN SAID AREA PURSUANT TO ORS 222.120 AND ORS 222.170 File A-21-03; DAVID AND LAURA GILLOTT**

 )  
 )  
 )  
 )  
 )  
 )  
 )
 
**ORDINANCE BILL NO. 2021-12**  
**ORDINANCE NO. 2968**

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

**WHEREAS**, on August 18, 2021, the Planning Commission for the City of Lebanon conducted a hearing on Planning File No. A-21-03, making findings recommending annexation of the subject properties and establishment of the Residential Mixed Density (Z-RM) zone; and

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

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

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

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

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

*Reserved for Recording*

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

Passed by the Lebanon City Council by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against and approved by the Mayor this 8<sup>th</sup> day of September 2021.

CITY OF LEBANON, OREGON

\_\_\_\_\_  
Paul Aziz, Mayor   
Jason Bolen, Council President

Attested:

\_\_\_\_\_  
Kim Scheafer, MMC City Recorder



EXHIBIT "A"  
ANNEXATION LEGAL DESCRIPTION & MAP

ANNEXATION AREA TO THE CITY OF LEBANON

AN AREA OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 24 AND THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, LINN COUNTY, OREGON AND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

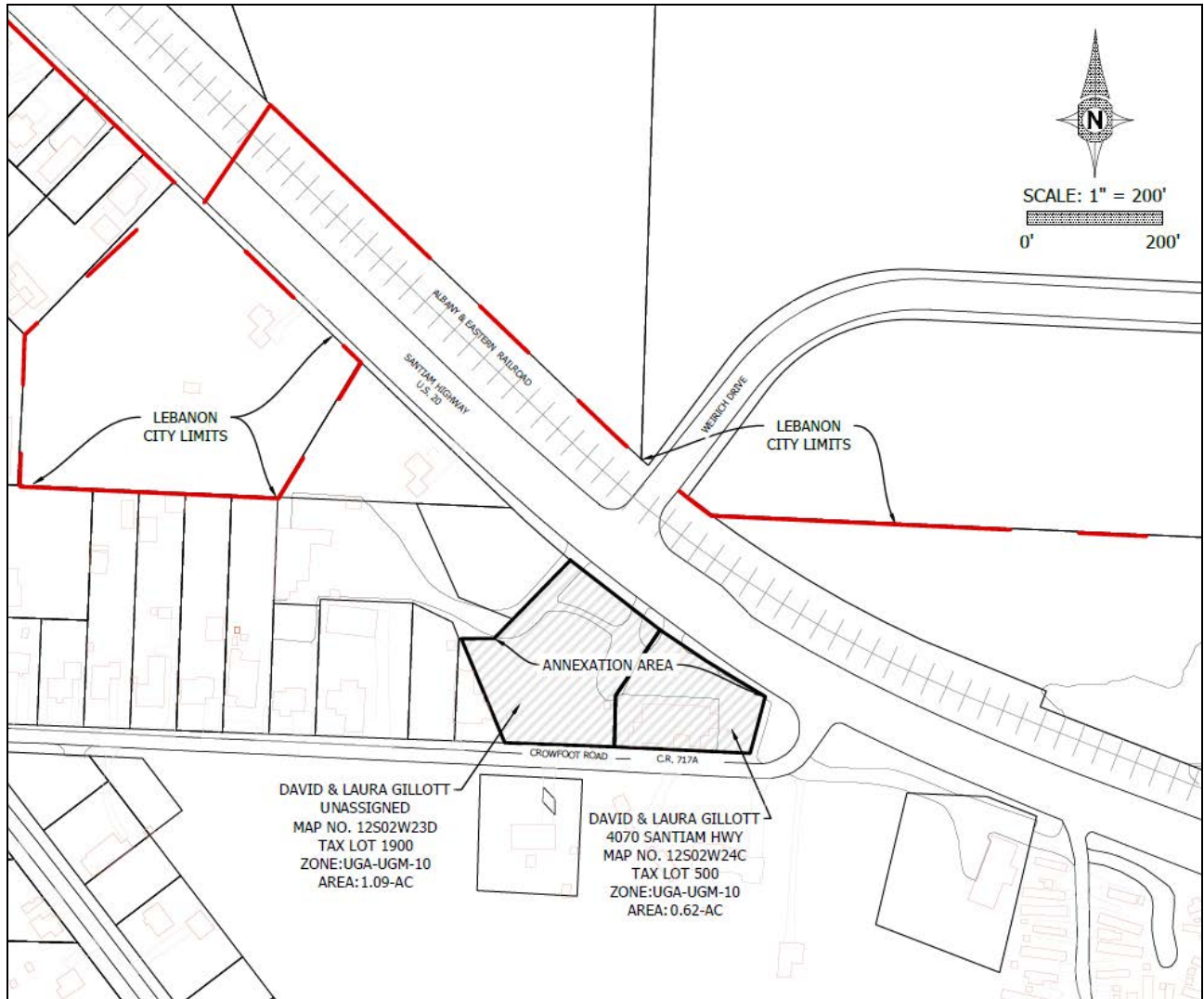
BEGINNING AT THE SOUTHWEST CORNER OF THE LAND DESCRIBED AS 'PARCEL II' IN DEED DOCUMENT NO. 2021-10955 ON THE NORTH LINE OF CROWFOOT ROAD AND EAST 893.60 FEET FROM THE SOUTHEAST CORNER OF THE WEST HALF OF THE RICHMOND CHEADLE DLC NO 69; THENCE NORTH 23°51'00" WEST 168.90 FEET; THENCE NORTH

89°42'18" EAST 44.85 FEET; THENCE NORTH 41°41'00" EAST 165;55 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 20; THENCE ALONG THE HIGHWAY, 178.32', MORE OR LESS AND ALONG A 9° SPIRAL TO STATION 902+97.88; THENCE CONTINUING ALONG SAID HIGHWAY AND A 1949.86 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 164.49 FEET TO STATION 904+58.99, THE LONG CHORD OF THE COMBINED SPIRAL AND CURVE SEGMENTS BEING SOUTH 54°52'36" EAST 342.41 FEET; THENCE SOUTH 15°00'00" WEST 90.00 FEET TO THE NORTH LINE OF CROWFOOT ROAD; THENCE NORTH 89°04'00" WEST 343.47 FEET TO THE POINT OF BEGINNING.



EXPIRES: 12-31-2022

# ANNEXATION MAP



## EXHIBIT B LEBANON CITY COUNCIL FINDINGS

### I. NATURE OF THE APPLICATION

This matter comes before the Lebanon City Council on the application of David and Laura Gillott to Annex two parcels at 4070 S Santiam Highway and establish the applicable Residential Mixed Density (Z-RM) zone.

### II. GENERAL INFORMATION

#### A. Site Location

The subject properties are located northwest corner of S Santiam Highway and Crowfoot Road. The address is 4070 S Santiam Highway. The County Assessor Map places the parcels within Township 12 South; Range 2 West; Section 24C; Tax Lot 500 and Section 23D, tax lot 1900.

#### B. Site Development and Zoning

The subject properties combined area is 1.71 acres. Property to the east, across S Santiam Highway is located within city limits; therefore, the site is contiguous to city boundary limits and is eligible for annexation. The property is currently improved with an existing lodge structure on the southern property, and the northern property is vacant. There has been no concurrent development proposal. City sewer, and storm drainage is available in the general vicinity in S Santiam Highway and could be extended to service the site. City water is available in Cascade Drive, approximately 1,800 feet from the subject properties. The site is also serviced by private well and septic for the existing commercial lodge on-site. Upon annexation, the Applicant will be able to extend city utility services to the site. The land is located within the Lebanon UGB and designated in the comprehensive plan as Residential Mixed Density (C-RM).

#### C. Adjacent Zoning and Land Uses

The property is in a partially developed neighborhood. To the northwest, south, and west are residential properties within the county unincorporated area, within the City's Urban Growth Boundary (UGB) with a Comprehensive Plan designation of Residential Mixed-Density (C-RM) and the property to the north designated Commercial (C-CM). The properties are improved with a mix of single-family residences, commercial uses, and vacant parcels. The property to the north and northeast is in City limits with a zoning designation of Mixed Use (Z-MU) and are vacant or part of the Cheadle Lake park.

#### D. Proposal

The applicant is requesting approval to Annex the subject properties, establishing the Residential Mixed Density (Z-RM) zone.

### III. PUBLIC HEARING

A. Planning Commission Action

On August 18, 2021, the Lebanon Planning Commission held a hybrid public hearing on this application. At the hearing, Planning File A-21-03 was made a part of the record. The City noticed the hearing pursuant to Chapter 16.20 of the Lebanon Development Code. No objection was raised as to jurisdiction, evidence or testimony presented at the hearing. At the end of the hearing, the Planning Commission deliberated on the issue and voted to recommend the City Council approve the proposed Annexation and corresponding zoning designation. The Commission found the proposal consistent with the applicable decision criteria.

IV. FINDINGS OF FACT-GENERAL

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

- A. The applicant is David and Laura Gillott.
- B. The subject properties are located northwest corner of S Santiam Highway and Crowfoot Road. The address is 4070 S Santiam Highway. The County Assessor Map places the parcels within Township 12 South; Range 2 West; Section 24C; Tax Lot 500 and Section 23D, tax lot 1900.
- C. The total area contains 1.71 acres.
- D. The property is currently improved with an existing lodge structure on the southern property, and the northern property is vacant. There has been no concurrent development proposal. City sewer, and storm drainage is available in the general vicinity in S Santiam Highway and could be extended to service the site. City water is available in Cascade Drive, approximately 1,800 feet from the subject properties. The site is also serviced by private well and septic for the existing commercial lodge on-site. Upon annexation, the Applicant will be able to extend city utility services to the site.
- E. The land is currently located within the Lebanon UGB and designated Residential Mixed Density (C-RM).
- F. The property is in a partially developed neighborhood. To the northwest, south, and west are residential properties within the county unincorporated area, within the City's Urban Growth Boundary (UGB) with a Comprehensive Plan designation of Residential Mixed-Density (C-RM) and the property to the north designated Commercial (C-CM). The properties are improved with a mix of single-family residences, commercial uses, and vacant parcels. The property to the north and northeast is in City limits with a zoning designation of Mixed Use (Z-MU) and are vacant or part of the Cheadle Lake park.
- G. The applicant is requesting approval to Annex the subject property and establish the Residential Mixed Density (Z-RM) zone.
- H. The decision to approve or deny shall be based on criteria contained in the Lebanon Development Code, Chapter 16.26 – Annexations.

## V. APPLICATION SUMMARY

- A. The request annexes two parcels with a combined areas of 1.71-acres on the northwest corner of S Santiam Highway and Crowfoot Road into the city limits. The subject property is located within the urban growth boundary of the City, and contiguous with City limits along the eastern portion of the property, across the public right-of-way. The properties are currently designated C-RM (Residential Mixed Density) on the Lebanon Comprehensive Plan Map. Upon annexation, the land will be zoned Residential Mixed Density (Z-RM). There is no concurrent development proposal.
- B. The Department contacted the Department of Land Conservation and Development, affected agencies and area property owners regarding the application. No comments were submitted.

## VI. CRITERIA AND FINDINGS

The subject property is located within the City's Urban Growth Boundary (UGB) and is eligible for annexation into the City limits. Annexation application and review requirements are contained in Chapter 16.26 of the Lebanon Development Code. Annexations require a hearing before the Planning Commission and City Council. The purpose of the Commission hearing is to review the request and recommend whether the Council should approve or deny the Annexation.

Section 16.26.060 contains the decision criteria for an annexation with specific requirements in Section 16.26.060.A. This Section requires compliance with provisions in the City Annexation Ordinance and Lebanon Comprehensive Plan, Chapter 3 – Urbanization. Essentially, the Annexation Ordinance and Comprehensive Plan decision criteria are the same. The findings are combined to avoid duplication:

1. Annexation Ordinance Section 2. - All Annexations shall conform to the requirements of the Lebanon Municipal Code, Annexation Ordinance, Lebanon Land Development Ordinance (i.e., Development Code), City of Lebanon/Linn County Urban Growth Management Agreement and shall be consistent with applicable State law.

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

**FINDING:** The application site is located within the City of Lebanon Urban Growth Boundary and is contiguous with city limits, therefore eligible for annexation per the Annexation Ordinance, and the Municipal and Development Codes. The annexation is not inclusive of a Comprehensive Plan Map Amendment and is accepting of the initial zoning designation of Residential Mixed Density, consistent with the Comprehensive Plan Designation and the pre-designation identified in the Lebanon Development Code. With the assignment accepted as identified in the Comprehensive Map, it is determined

that the annexation has already been accounted for in the City's Facilities Plan, including the Transportation System Plan. The site complies with the Annexation requirements.

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

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

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

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

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

FINDING: The subject site is located within the Urban Growth Boundary and contiguous to city limits, therefore is eligible for annexation. The subject site is generally flat, with no steep slopes or environmental constraints, and generally within a developed neighborhood. The site is currently improved with an existing commercial lodge, on one parcel, and the other parcel is partially utilized for access and parking. As the site has already been previously developed with urban development, and does not contain any known environmental constraints, the property is eligible for annexation.

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

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

FINDING: The subject site is contiguous with the city boundary on the north and northeast side of the property across the right-of-way and is therefore contiguous with existing City limits and eligible for annexation.

5. Annexation Ordinance Section 6. - An annexation shall be deemed orderly if the annexation territory is contiguous to the existing City limits. An annexation is efficient if

the annexation territory can be developed or redeveloped to an urban use. Urban uses may include wetlands, parks, open space and related uses.

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

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

- (a) The site is contiguous with city limits along the northern property line.
- (b) The property is located within an already partially developed and urbanized portion of the Urban Growth Boundary and City. Surrounding the property include residential development with a mix of single-family residences, commercial uses, and agricultural uses. The site can be serviced by city water, sewer, and storm drainage, and maintains a functioning private well and septic system. Upon development of the property, City sewer and may need to be extended along the length of the entire property frontage, and storm drainage improvements may be required depending on the type of development proposed. As the property can be serviced by city facilities and transportation system, and is already improved with an urban development, the property would be eligible for annexation.

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

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

FINDING: The application does not include a concurrent development proposal. Any future development proposal would be required to comply with the provisions for the development code for the Z-RM zone, as applicable.

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

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

FINDING: Section 16.26.040 of the Lebanon Development Code states “anticipated urban densities (according to the automatic City Zoning assignment upon annexation) within the UGA are already accounted for in the City’s Facilities Plans, including the Transportation System Plan.” No revisions to the plans are necessitated, when following annexation, an area is assigned the zoning classification that is in accordance with the adopted Comprehensive Plan Map designation. The subject site is assigned the zoning classification of Z-RM in accordance with the Comprehensive Map

designation and therefore, the anticipated demands to access key City-provided urban utilities have already been considered. There is existing city water and sewer available in the general vicinity for extension to the site, and the existing transportation system can accommodate the inclusion of the property and the existing development.

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

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

FINDING: Section 16.26.040 of the Lebanon Development Code states “anticipated urban densities (according to the automatic City Zoning assignment upon annexation) within the UGA are already accounted for in the City’s Facilities Plans, including the Transportation System Plan.” No revisions to the plans are necessitated, when following annexation, an area is assigned the zoning classification that is in accordance with the adopted Comprehensive Plan Map designation. The subject site is assigned the zoning classification of Z-RM in accordance with the Comprehensive Map designation and therefore, the anticipated impacts to access key City-provided urban utilities have already been considered.

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

FINDING: Santiam Highway is already fully improved and under the jurisdiction of ODOT. Crowfoot Road maintains a right-of-way width of 50-feet. The adopted 2018 Transportation System Plan identifies Crowfoot Road as a minor arterial, which requires a 75-foot right-of-way. The Engineering Department reviewed the annexation and determined that if the property were to redevelop in the future, any required street dedication would be conditioned at that time. As such, no additional right-of-way dedication from the subject property is necessary for the annexation.

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

FINDING: This subject property is designated Residential Mixed Density by the Comprehensive Plan. Consistent with the adopted Zoning Matrix, the only possible applicable zone is Residential Mixed Density (Z-RM). The Applicant accepts the applicable zoning designation and is not proposing a Comprehensive Plan Map Amendment.



11. Annexation Ordinance Section 12. - If a zoning designation other than one in accordance with the Comprehensive Plan Map (shown in the Annexation Zoning Matrix) is requested by an applicant, the zoning requested shall not be granted until the Comprehensive Plan Map is appropriately amended to reflect concurrence. Such an amendment shall require a separate application, hearing and decision, which may be held concurrently with an annexation hearing and will not become effective until the annexation is complete.

FINDING: This application does not include a change in the Plan designation or corresponding zone. Therefore, this Section does not apply.

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

FINDING: The subject site is generally flat, with no steep slopes or environmental constraints, and generally within a partially developed neighborhood. The site is currently improved with a commercial lodge structure, parking areas and drive access. As the site has already been previously developed with urban development, and does not contain any known environmental constraints, the property is eligible for annexation.

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

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

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

FINDING: The request does not contain a concurrent development request.

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

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

## VII. CONCLUSION

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

# Agenda Item 2



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# MEMORANDUM

## *Community Development*

To: Mayor Aziz and City Council  
From: Kelly Hart, Community Development Director  
Subject: Comprehensive Plan Map Amendment  
Planning File No.: CPMA-21-01  
Applicant: Julie Moore

Date: August 31, 2021

This is a request to amend the Comprehensive Plan Map designation for the property located on the south side of Crowfoot Road between Central Avenue and Cascade Drive with the property address of 333 Crowfoot Road. The County Assessor Map places the parcels within Township 12 South; Range 2 West; Section 23D; Tax Lot 8500.

The property is located within the Lebanon Urban Growth Boundary (UGB) and is currently designated Commercial in the Lebanon Comprehensive Plan Map. The Applicant is requesting to amend the Comprehensive Plan Map designation to Mixed Use (C-MU). There is no annexation or development proposal as part of the request.

The Planning Commission conducted a public hearing on August 18, 2021, and found the application complied with the decision criteria contained in the Lebanon Development Code, voting unanimously (6-0) to recommend City Council approval of the application. Exhibit "B" of the attached Ordinance contains the Planning Commission findings in support of the request.

**It is the recommendation of the Planning Commission that the City Council approve the application for the Comprehensive Plan Map Amendment to designate the property as Mixed Use (C-MU).**

**A BILL FOR AN ORDINANCE AMENDING THE )    ORDINANCE BILL NO. 2021-13**  
**LEBANON COMPREHENSIVE PLAN MAP )**  
**DESIGNATION TO ESTABLISH THE )    ORDINANCE NO. 2969**  
**MIXED USE DESIGNATION FOR THE )**  
**PROPERTY (12S-02W-23D, TAX LOT 8500) )**  
**File CPMA-21-01; JULIE MOORE )**

**WHEREAS**, the City of Lebanon has received a submission by written request to amend the Comprehensive Plan Map Designation from Commercial to Mixed Use for the property herein described in Exhibit “A”; and

**WHEREAS**, on August 18, 2021, the Planning Commission for the City of Lebanon conducted a hearing on Planning File No. CPMA-21-01, making findings recommending establishment of the Residential Mixed Density (C-RM) designation; and

**WHEREAS**, after conducting the hearing and considering all objections or remonstrance regarding the proposed Comprehensive Plan Map designation, and further considering the recommendation of the Lebanon Planning Commission, the City Council finds that the proposed Comprehensive Plan Map amendment is in the best interest of the City.

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

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

**Section 2. Comprehensive Plan Map Amendment.** Based upon the findings adopted herein, the Lebanon Comprehensive Plan Map is hereby amended, such that the property herein described in Exhibit “A” shall be designated Mixed Use (C-MU).

**Section 3.** Said Ordinance shall be forwarded to the Oregon Land Conservation and Development Commission and any other entities as required by law for their review.

Passed by the Lebanon City Council by a vote of \_\_\_\_\_ for and \_\_\_\_\_ against and approved by the Mayor this 8<sup>th</sup> day of September 2021.

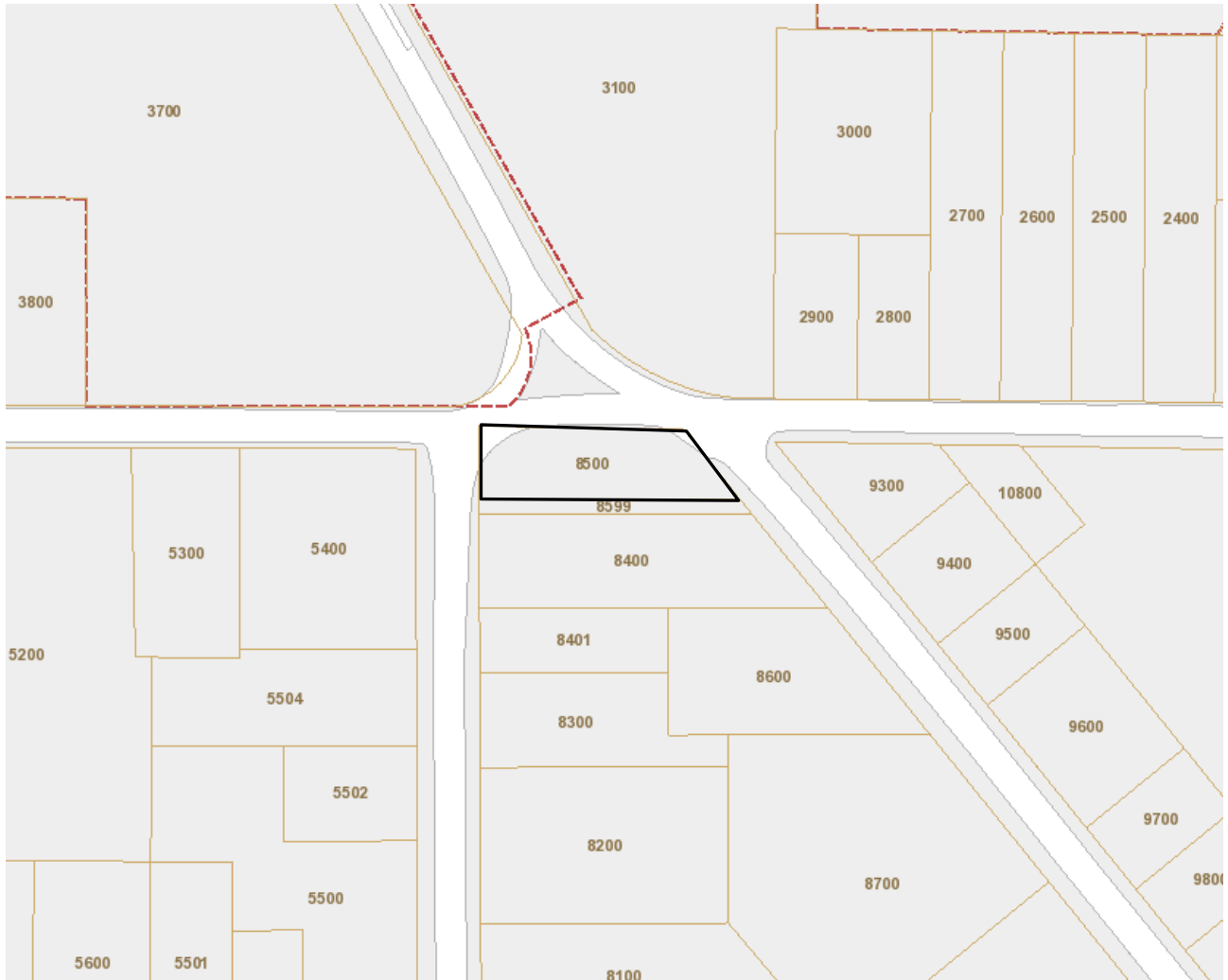
CITY OF LEBANON, OREGON

\_\_\_\_\_  
 Paul Aziz, Mayor   
 Jason Bolen, Council President

Attested:

\_\_\_\_\_  
 Kim Scheafer, MMC, City Recorder

EXHIBIT "A"  
PROPERTY SUBJECT TO COMPREHENSIVE PLAN MAP  
AMENDMENT



## EXHIBIT B LEBANON CITY COUNCIL FINDINGS

### I. NATURE OF THE APPLICATION

This matter comes before the Lebanon City Council on the application of Julie Moore to amend the comprehensive plan map designation from Commercial to Mixed Use for the subject property.

### II. GENERAL INFORMATION

#### A. Site Location

The subject property is located on the south side of Crowfoot Road between Central Avenue and Cascade Drive with the property address of 333 Crowfoot Road. The County Assessor Map places the parcels within Township 12 South; Range 2 West; Section 23D; tax lot 8500.

#### B. Application Proposal

The property is currently within County unincorporated area within the City's Urban Growth Boundary. There is no proposal to annex the property into the City, and no development proposal.

The property is currently designated as Commercial (C-CM). The Applicant is requesting authorization to change the land use designation to Mixed Use (C-MU)

The Planning Commission consideration is whether to amend the Comprehensive Plan Map designation for the property from Commercial to Mixed Use.

#### C. Adjacent Zoning and Land Uses

The subject property is located at the intersection of Central Avenue, Crowfoot Road, and Cascade Drive. The property is located within the County and currently designated as Commercial. The properties to the west and east are located within the County in the Urban Growth Boundary (UGB) with a Comprehensive Plan designation of Residential Mixed Density (C-RM) and are generally improved with single-family residences. To the south is property within the UGB with a Comprehensive Plan designation of Commercial (C-CM) and the properties are generally improved with a mixture of commercial and residential uses. To the north, within city limits is the Seven Oaks middle school within the Public Use (Z-PU) zone, and the Crowfoot Baptist Church within the County in the Residential Mixed Density (C-RM) designation.

### III. PUBLIC HEARING

#### A. Planning Commission Action

On August 18, 2021, the Lebanon Planning Commission held a hybrid public hearing on this application. At the hearing, Planning File CPMA-21-01 was made a part of the record. The City noticed the hearing pursuant to Chapter 16.20 of the Lebanon Development Code. No objection was raised as to jurisdiction, evidence or testimony presented at the hearing. The

Planning Commission considered written and verbal testimony provided prior to and during the meeting. At the end of the hearing, the Planning Commission deliberated on the issue and voted to recommend the City Council approve the proposed Comprehensive Plan Map Amendment. The Commission found the proposal consistent with the applicable decision criteria.

#### IV. FINDINGS OF FACT-GENERAL

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

- A. The applicant is Julie Moore, the property owner.
- B. The subject property is located on the south side of Crowfoot Road between Central Avenue and Cascade Drive with the property address of 333 Crowfoot Road. The County Assessor Map places the parcel within Township 12 South; Range 2 West; Section 23D; Tax Lot 8500.
- C. The total property contains approximately 15,000 square feet. The proposal includes modification of the comprehensive land use designation for the entire parcel from Commercial to Mixed Use.
- D. For City public facilities, there is currently no city sewer facilities in the vicinity. There are future planned public facility projects that would bring sewer in the general vicinity of the subject site. Water is available in Cascade Drive, north of the subject property.
- E. The land is currently located within the Lebanon UGB and designated Commercial (C-CM).
- F. The property is largely surrounded by residential uses to the east and west. To the north are public uses including a school and religious institution, and to the south are properties with a mix of commercial and residential uses.
- G. The applicant is requesting approval to modify the comprehensive plan designation of Commercial to Mixed Use.
- H. The decision to approve or deny shall be based on criteria contained in the Lebanon Development Code, Chapter 16.27 – Comprehensive Plan Map and Zoning Map Amendments and Urban Growth Amendments.

#### V. APPLICATION SUMMARY

- A. The request would change the Comprehensive Plan Map designation for the subject property from Commercial (C-CM) to Mixed Use (C-MU). There is no concurrent annexation or development proposal.
- B. The Department contacted the Department of Land Conservation and Development, affected agencies and area property owners regarding the application. No comments were received.

## VI. CRITERIA AND FINDINGS

Section 16.27.050 of the Lebanon Development Code identifies the criteria in which to consider amendments to the Comprehensive Plan Map.

1. All proposed amendments to the Comprehensive Plan Map or to the Zoning Map shall be consistent with the City of Lebanon's adopted Comprehensive Plan and Facility Plans. The City's Facility plans, including the Transportation System Plan (TSP), are based on the future site service demands according to the Comprehensive Plan Map designation and associated zoning.

The Plan consists of ten Chapters with each Chapter addressing specific land use issues such as housing or natural resources. The *applicable* policies in each Chapter are reviewed below:

- a. Chapter 1: Introduction - The introductory Chapter describes the Comprehensive Plan, its relationship to the Statewide Land Use Goals, the Citizen Involvement program and key terminology. Goals and policies relate to the organization of the Plan, the continued need for citizen involvement and the relationship of the Plan to State law and implementing codes. These goals and policies are incorporated in the Development Code criteria to determine the appropriateness of a Plan and/or zone change.
- b. Chapter 2: Natural Environment – The Chapter address goals and policies related to the City's natural environment.

FINDING: The subject property has been previously developed to urban standards and includes commercial structures and parking areas. The property is not located within a designated floodplain, does not contain any steep slopes, is not identified as a scenic or open space resource, and has no known historical value. As such, this chapter does not apply.

- c. Chapter 3: Urbanization – This Chapter provides the basic framework for future urban development within the City. Staff finds the following policies apply:

### Public Facilities Capability Policies

- P-3: Support a flexible phased program for the orderly extension of water, wastewater, storm drainage and transportation services in response to land development proposals.
- P-11: Require that new developments are either served by existing and/or proposed public infrastructure improvements and/or are served by privately funded infrastructure extensions and improvements.

FINDING: Within the City's existing facility master plans, there are planned projects to extend the City's sewer and water facilities to the vicinity of the subject site. The City sewer main would include the Westside Interceptor that would service the southern portion of the city. The City water main would include a 16-inch main along Cascade Drive. The City Engineer evaluated the planned facility projects and determined the facilities would be able to accommodate any development opportunity of the subject property. Extensions from the City facilities to the subject site would be required to be provided by privately funded infrastructure improvements. Although no annexation or



development is proposed as part of the Comprehensive Plan Map amendment, there will be public facilities built in the vicinity to accommodate the capacity associated with the site, as such, the Map amendment could be consistent with the Urbanization Chapter of the Comprehensive Plan.

- d. Chapter 4: Land Use – This Chapter details the goals and policies to assure the City provides different types of land within City limits that are suitable for a variety of uses. Staff finds the following policies apply:

#### General Policies for Land Use

- P-6: Require that changes to the Comprehensive Plan Map be consistent with the policies of the Comprehensive Plan, State law, and any adopted intergovernmental agreements.
- P-40: Encourage a mix of commercial and residential uses within individual buildings, lots, and neighborhoods, in order to promote a compact, pedestrian friendly environment. Industrial uses should be allowed to mix with residential and commercial uses where there are limited potentials for nuisance or jeopardy to the public health, safety and welfare.

FINDING: The review process, evaluation, and determination of compliance with the Comprehensive Plan as part of the review process addresses compliance with Comprehensive Plan policies (P-6). The State effectively acknowledged the Comprehensive Plan, therefore, conformance with these policies assures conformance with state law. Compliance with Statewide Goals will be reviewed in another finding. For the subject property, the site is currently limited for commercial opportunity and development, and the change to the Mixed-Use designation would allow for a greater opportunity of compact pedestrian friendly development and a mix of commercial and residential uses within the neighborhood. (P-40).

- e. Chapter 5: Population & Economy – This Chapter addresses population growth and economic development as well as those trends affecting both. Staff determined policies in this Chapter did not directly apply to the request as the request would establish a residential land use as well as existing commercial opportunities.
- f. Chapter 6: Housing – This Chapter establishes the City’s Goals and Policies related to Housing. The Chapter applies, as it concerns residential zoning.

FINDING: Staff reviewed the policies and provides the following summation:

9.1 Residential Compatibility – This subsection considers placement of manufactured homes, location of neighborhood commercial uses and allowances for home occupations. The subject policies apply to the development of the site and are not directly related to the Plan map change requests.

9.2 Neighborhood Appearance - This subsection establishes screening policies for above ground utilities, the placement of street trees and fencing/landscaping provisions along collector and arterial streets. These policies apply to site development and do not address the matter of the Plan map change requests.

9.3 Housing Density and Affordability – This subsection allows for the creation of density bonuses, cooperation with various agencies to provide affordable housing, and ensure the Development Code provides the variety and type of housing required to

meet the community's needs. These policies apply to site development and do not address the matter of the Plan map change requests.

9.4 Housing and Open Space – This subsection notes adequate open space must be included in multifamily projects. The policy applies to the site development and not to the request.

9.5 Housing and Transportation Connectivity – The subsection includes policies on placement of schools in residential area; sidewalk and ADA requirements; placement of bikeways and pedestrian trails; development of local street standards and emergency vehicle access. These policies apply to specific development requirements and not to the Plan and zone change.

9.6 Housing, Public Utilities and Services – Policies call for adequacy of utilities to serve development and undergrounding of all utilities. Further, street lighting is required, street names should be approved by the Fire District and streets should align. Only Policy P-24 regarding public facility provisions directly applies to the request. As noted, services are available to serve the property.

9.7 Refinement Plans – This subsection allows development of neighborhood refinement plans. This policy section does not apply to the request.

Generally, the policies related to housing are development related and do not directly apply to the request. Any development that would occur on the property would be required to be consistent with the development code. The Development Code was developed to implement the goals of the Comprehensive Plan, and as such, if the Map amendment is approved, any development to occur on the site would be consistent with the Comprehensive Plan.

- g. Chapter 7: Community Friendly Development & Preservation of Historic Resources - This Chapter focuses on policies creating a built environment suitable for the needs of a diverse population through a variety of uses scaled for the pedestrian, and capable of accommodating the automobile and mass transit. In addition, the Chapter focuses on historical preservation. The focus on Community Friendly design is associated with infill development, promotion of mixed-use opportunities, and development specific standards. The proposal is not inclusive of a development request, as such the development specific goals and policies to not apply. In addition, there are no historical sites on the property, as such, the historical preservation goals are not applicable.
- h. Chapter 8: Transportation – This Chapter addresses the transportation needs of the City with an emphasis of creating a variety of transportation options for pedestrians, bicyclists, vehicles and mass transit. Staff finds the following policies apply:

#### Transportation System Planning Policies

P-12: The transportation system shall be managed to reduce existing traffic congestion and facilitate the safe, efficient movement of people and commodities within the community.

FINDING: The site fronts three improved rights-of-way of Crowfoot Road, Cascade Drive, and Central Ave. There is a planned roundabout at this intersection within the City master plans. This roundabout would not require any land dedication from the property. With the change in designation for the property to Mixed Use, there is not an anticipated significant increase in traffic from historical patterns based on the size and previous uses of the property. As such, with the planned improvements, and size and

condition of the property, the amendment would be compliant with this chapter.

- i. Chapter 9: Public Facilities and Service - The City is required by State law to plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as a framework for urban development. Goals and policies in this Chapter address those requirements. Staff finds the following policies apply:

#### General Policies

- P-8: Review all development proposals to ensure that public facilities are available and have adequate capacity to accommodate the proposed development, or that such facilities and their capacities can be made available through appropriate extensions and/or enhancements concurrent with or prior to proposed developments. (Duplicated in Chapter 3, Urbanization)
- P-9: Require that new developments are either served by existing and/or proposed public infrastructure improvements, and/or are served by privately funded infrastructure extensions and improvements. (Duplicated in Chapter 3, Urbanization)
- P-10: Consider impacts on key City-provided urban utility services (water, storm drainage, wastewater, and streets) and any other community facilities that are identified by service providers as substantially impacted by the proposal before development proposals, or rezoning applications are approved.

FINDING: Within the City's existing facility master plans, there are planned projects to extend the City's sewer and water facilities to the vicinity of the subject site. The City sewer main would include the Westside Interceptor that would service the southern portion of the city. The City water main would include a 16-inch main along Cascade Drive. The City Engineer evaluated the planned facility projects and determined the facilities would be able to accommodate any development opportunity of the subject property. Extensions from the City facilities to the subject site would be required to be provided by privately funded infrastructure improvements. Although no annexation or development is proposed as part of the Comprehensive Plan Map amendment, there will be public facilities built in the vicinity to accommodate the capacity associated with the site. With the planned public facility improvements, the modified land use designation to mixed-use would be accommodated by the public facility plans.

- j. Chapter 10: Plan Implementation, Amendment, and Land Use Planning Coordination – This Chapter establishes procedures for amending the Comprehensive Plan Map and Zoning Map. Specific applicable policies include:
  - P-1: The City Council may amend the Comprehensive Plan and/or Map after referral to the Planning Commission public hearing, for action, review, revisions, and recommendations.
  - P-2: Changes to the Plan and/or Map shall be made by ordinance after public hearings as prescribed by state law and local ordinances.
  - P-3: Changes in the Plan and/or Map shall be incorporated directly into the document at the appropriate place. A list of all amendments with date of passage shall then become part of the document until the next comprehensive update of the entire Comprehensive Plan.
  - P-4: An amendment to the Comprehensive Plan and/or Map may be considered when one or more of the following conditions exist:

- a. Updated data demonstrates significantly different trends than previous data;
- b. New data reflects new or previously undisclosed public needs;
- c. New community attitudes represent a significant departure from previous attitudes as reflected by the Planning Commission or City Council;
- d. Statutory changes significantly affect the applicability or appropriateness of existing plan policies.

P-5: Residents, property owners, their authorized agents, the Planning Commission, the City Council, or City staff may initiate a Comprehensive Plan amendment. In order to obtain a Comprehensive Plan and/or Map amendment, the applicants shall have the burden of proof that all of the following conditions exist:

- a. There is a need for the proposed change;
- b. The identified need can best be served by granting the change requested;
- c. The proposed change complies with the Statewide Planning Goals; and,
- d. The proposed change is consistent with all other provisions of the City's Comprehensive Plan.

FINDING: Policies P-1, P-2 and P-3 relate the processing of a Plan text or map amendment. The City is obligated to follow these requirements and does so with the public hearing process.

Evidence is clear that the state of Oregon is facing a housing crunch, and the 2019 Housing Needs Analysis identifies that over 2,500 new residential dwellings are needed to accommodate the 20-year population growth projection (P-4). By changing the property to Mixed Use, additional housing opportunities would be available, in a largely residential area with limited commercial activities. In addition, based on the site characteristics, unless lot consolidation is pursued with neighboring property owners, a viable commercial use would be difficult to pursue on the property. Due to the site characteristics, there is a need for the proposed change to allow for a greater opportunity for urbanized development. By changing the designation to Mixed-Use, this expands the opportunity for needed housing, while preserving the opportunity for future commercial development if a lot consolidation project were to be feasible in the future.

Compliance with the Statewide Goals (P-5.c) is noted as follows:

Goal 1, Citizen Involvement: Public hearings will be held before both the Planning Commission and City Council. This is consistent with City procedures and the intent of the Goal.

Goal 2, Land Use Planning: The proposal does not involve exceptions to the Statewide Goals. Adoption actions are consistent with the acknowledged Comprehensive Plan and Development Code.

Goal 3, Agricultural Lands: This Goal does not apply, as the land is not designated farmland.

Goal 4, Forest Lands: This Goal does not apply, as the land is not designated forestland.

Goal 5, Open Spaces, Scenic and Historic Areas, and Natural Resources: The is fully developed with no known wetlands or historic areas. The site has not been designated for open space, a scenic area, or known for having natural resources. Has such, this goal is not applicable.

Goal 6, Air, Water and Land Resource Quality: the map designation would change from a commercial designation to mixed use. With the designation change, similar land use types are permissible in the mixed-use designation as the commercial. The industrial uses they may be permissible in the mixed-use designation would be considered light industrial, oriented more toward storage uses and light manufacturing. However, the size of the subject site would not be conducive to an industrial use, but rather a commercial or residential use. The applicable uses suited for the site would be consistent under the mixed-use designation as the commercial designation, therefore, there should be no significant impacts on air, water or resource quality than would otherwise occur.

Goal 7, Natural Hazards: The site is not located within any designated flood plain, does not contain steep slopes or contain any other identified natural hazard.

Goal 8, Recreational Needs: The proposed map amendments do not create uses which would adversely impact recreational opportunities.

Goal 9, Economic Development: The map amendments will allow a greater variety of uses thereby increasing development potential and provide opportunities for residential and commercial uses.

Goal 10, Housing: This Goal directly applies, as the map amendments create additional opportunities to meet housing needs of the community. The City has an adopted Comprehensive Plan that projects the housing needs for the City through 2025. In addition, the City commissioned the 2019 Housing Needs Analysis which identified how the City is able to accommodate the projected housing needs over a 20-year period. The Housing Needs Analysis identified that the City had a surplus of land available to accommodate the projected housing needs. Specifically, a total of 2,503 housing units are identified as the housing need within the City's UGB, including 1,320 low density units, 643 medium density units and 540 high density units. To accommodate the need, a total of 437 acres of buildable land was needed to accommodate the housing demand. The City identified a total of 735 acres available, as such, there is a surplus of available housing. In terms of the surplus, there is 240 acres of low-density surplus, 0 acres of medium density surplus, and 63 acres of high-density surplus. The proposal is to change the designation from Commercial to Mixed Use, which would allow residential development subject to the Residential Mixed Density standards upon annexation. This change would increase housing opportunities, as such, this proposal would comply with Goal 10.

Goal 11, Public Facilities and Services: Previous findings indicate services would be available to serve the property and the map amendments will not affect the City's ability to provide necessary public facilities.

Goal 12, Transportation: Previous findings indicate the map amendments will not significantly affect planned transportation improvements.

Goal 13, Energy Conservation: The map amendments are neutral regarding energy conservation.

Goal 14, Urbanization: The change in the designation from Commercial to Mixed-Use would allow for the property to be developed consistent with the commercial designation or provide additional opportunities for development of the small parcel that would otherwise likely require lot consolidation to create a viable commercial development. With the change to Mixed-Use, the property would be able to be developed to an urbanized standard as an individual parcel but would maintain the consistent land use opportunity as adjacent parcels for a future lot consolidation and development. As such, the change in designation would allow for greater urbanization of the parcel.

Goals 15 to 19, Willamette River Greenway, Estuarine Resources, Coastal Shores, Beaches and Dunes, Ocean Resources: The proposals do not involve land within the Willamette Greenway or coastal areas.

Finally, all previous findings indicate the proposal complies with the applicable policies of the City's Comprehensive Plan (P-5.d).

2. Applicants proposing amendments to the Zoning Map must request a City Zoning Classification that is consistent with the Comprehensive Plan Map designation for a subject property. If an applicant requests a City Zoning Classification that is **not** consistent with the Comprehensive Plan Map, the zoning requested shall not be granted until the Comprehensive Plan Map is first appropriately amended to reflect concurrence. (See the Annexation Zoning Matrix, Table 16.26-1.) Such an amendment requires a separate application, hearing and decision; this process may occur concurrently with the Zoning Map Amendment hearing.

FINDING: The property is currently designated as Commercial, and the proposal includes a revised designation to Mixed Use. The Mixed-Use designation allows for a mix of uses including commercial, residential, and light industrial. The property is approximately 15,000 square feet, and is not located on a truck route, as such would not be suitable for industrial development. The property was previously utilized as a commercial meeting hall, and potential uses for the property under the Mixed-Use designation would be similar commercial uses, or small residential uses. Based on the size of the property, and the similar uses permitted and feasible on the property, the existing facility plans would not require amendment.

3. Section 16.27.080.B states that if proposed amendments to the Comprehensive Plan Map or Zoning Map do not comply with the Comprehensive Plan, the Comprehensive Plan must first be amended so that the proposed Map amendment will be consistent with and accurately implement the Plan.

FINDING: The proposal is to amend the Comprehensive Plan Map. Once the Comprehensive Plan Map is amendment, the zoning will automatically be designated based on Table 16.26-1 of the Lebanon Development Code. As this is an application for an amendment to the comprehensive plan map only, the project complies with this decision criteria as the action is occurring before any proposed zone change

## VII. CONCLUSION

The City Council concludes the Comprehensive Plan Map Amendment to designate the subject property as Mixed Use (C-MU), complies with the applicable decision criteria.

# Agenda Item 3





925 S. Main Street  
Lebanon, Oregon 97355

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# MEMORANDUM

*Engineering Services*

To: Mayor Aziz and City Council

From: Ron Whitlatch, Engineering Services Director

Subject: **Transportation System Development Charge Update**  
Public Hearing

Date: September 1, 2021

## I. INTRODUCTION

Over the course of the last year, City Staff, Galardi Rothstein Consulting, and a Citizens Advisory Committee (CAC) (also comprised of two Lebanon City Councilors) have been working on an update to the City's Transportation System Development Charge (SDC). Oregon Revised Statutes require the City to follow specific guidelines when developing SDC Charges as indicated on page one of Exhibit A.

Several work sessions were held with the CAC to review and comment on the proposed changes to the Transportation SDC. The final document (which is included as Exhibit A of the Resolution) was presented to the Lebanon City Council during a work session that was held with the Lebanon City Council on August 11, 2021. The following bulleted items highlight the changes/update to the Transportation SDC.

- The primary reason for the update is to reflect the Capital Projects and the costs associated to the Transportation System Plan (TSP) adopted in 2018. Staff along with the CAC reviewed projects identified in the TSP to determine those that are likely to be constructed within the next 20 years. It should be noted that the Transportation SDC Project List is not all inclusive of the project list identified in the TSP. This was done to predict the most probable projects to be constructed (within 20 years) and to avoid an overinflated Transportation SDC Charge.
- The Transportation SDC for single family residence was changed from a sliding scale square footage to a three-tier system. The three-tier system allows for a 25% reduction for structures less than 1,450 square feet and a 21% increase for structures over 2,349 square feet. This was based on an average of actual building permits over the last several years.
- The changes to the Transportation SDC result in a substantial increase to single family structures. This change would put the City of Lebanon at the mid-point of a multiple city review of Transportation SDCs, therefore the proposed plan will be implemented over two years.

Staff will be available to answer any additional questions/concerns that the City Council may have.

## II. RECOMMENDATION

I recommend that City Council pass a Resolution approving the setting of the Transportation System Development Charge.

**A RESOLUTION SETTING THE AMOUNT OF THE ) RESOLUTION NO. 2021-19  
TRANSPORTATION SYSTEM DEVELOPMENT )  
CHARGE )**

**WHEREAS**, reference to ORS 223.297 to 223.314 and to City of Lebanon Ordinance No. 2378 establishing the City’s ability to assess a transportation system development charge, and

**WHEREAS**, the City adopted the report, *Transportation System Development Charge Update* prepared for the City of Lebanon by Galardi Rothstein Group, July 2021, that applies methodologies consistent with ORS 223.304 to update the transportation reimbursement and improvement fees; and

**WHEREAS**, the City Council appointed a citizen advisory committee that met with City staff and consultants to update the transportation system development charge and recommend the City increase the transportation system development charge from its current level to the level in the report.

**NOW, THEREFORE**, be it resolved by the Lebanon City Council as follows:

**SECTION 1:** The amount of the transportation system development charge plus the compliance fee shall be by development type and by effective date over the next two years as shown in Table A-2 in Exhibit A. All development types are not shown in Table A-2. The most current version of the ITE Trip Generation Manual shall be applied to determine the System Development Charge for all development types. The total amount of the SDC shall include a 2.5 percent fee for compliance as permitted by ORS 223.307(5).

**SECTION 2:** Those developments that are determined to exhibit trip characteristics significantly different, as determined by the City Engineer, from the type listed within the ITE Trip Generation Manual or those developments not specifically listed in the ITE Trip Generation Manual will be treated in one of two ways: 1) the City Engineer will assign a trip rate based on the best available information at the time of actual SDC calculations, or 2) an approved site specific Traffic Impact Analysis (TIA) may be used in lieu of a published in the ITE Trip Generation Manual.

**SECTION 3:** System Development Charges established by Section 1 or 2 of this resolution shall be collected upon issuance of a building permit. If a development is subject to more than one SDC charge, all charges shall be collected at the time the first permit is issued.

**SECTION 4:** Beginning with July 1, 2022, and each July 1 thereafter, the transportation SDC shall be adjusted for inflation using the construction cost index (CCI) published by McGraw Hill, Inc. in its June ENR publication.

**SECTION 5:** The *Transportation System Development Charge Update* identifies or incorporates by reference the identification of capital improvements eligible for funding through the transportation SDC and is hereby adopted as the Systems Development Charge Funds Project Plan as required by Section 9, Ordinance No. 2378.

**SECTION 6:** This Resolution shall be effective January 1, 2022.

Passed by the Lebanon City Council and executed by the Mayor on this 8<sup>th</sup> day of September 2021, by a vote of \_\_\_\_\_ yeas and \_\_\_\_ nays.

CITY OF LEBANON, OREGON

---

Paul R. Aziz, Mayor   
Jason Bolen, Council President

ATTESTED:

---

Kim Scheafer, MMC, City Recorder

## Exhibit A





# Transportation System Development Charge Update

Prepared for City of Lebanon | July 2021



In association with  
Clifton-Currans, LLC and



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## Introduction

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Oregon legislation establishes guidelines for the calculation of system development charges (SDCs). Within these guidelines, local governments have latitude in selecting technical approaches and establishing policies related to the development and administration of SDCs. A discussion of this legislation follows.

## SDC Legislation in Oregon

In the 1989 Oregon state legislative session, a bill was passed that created a uniform framework for the imposition of SDCs statewide. This legislation (Oregon Revised Statute [ORS] 223.297-223.314), which became effective on July 1, 1991, (with subsequent amendments), authorizes local governments to assess SDCs for the following types of capital improvements:

- Drainage and flood control
- Water supply, treatment, and distribution
- Wastewater collection, transmission, treatment, and disposal
- Transportation
- Parks and recreation

The legislation provides guidelines on the calculation and modification of SDCs, accounting requirements to track SDC revenues and expenditures, and the adoption of administrative review procedures.

## SDC Structure

SDCs can be developed around two concepts: (1) a reimbursement fee, and (2) an improvement fee, or a combination of the two. The **reimbursement fee** is based on the costs of capital improvements *already constructed or under construction*. The legislation requires the reimbursement fee to be established or modified by an ordinance or resolution setting forth the methodology used to calculate the charge. This methodology must consider the cost of existing facilities, prior contributions by existing users, gifts or grants from federal or state government or private persons, the value of unused capacity available for future system users, rate-making principles employed to finance the capital improvements, and other relevant factors. The objective of the methodology must be that future system users contribute no more than an equitable share of the capital costs of *existing* facilities. Use of reimbursement fee revenues are restricted only to capital expenditures for the specific system which they are assessed, including debt service.

The methodology for establishing or modifying an **improvement fee** must be specified in an ordinance or resolution that demonstrates consideration of the *projected costs of capital improvements identified in an adopted plan and list*, that are needed to increase capacity in the system to meet the demands of new or expanded development. Use of revenues generated through improvement fees are dedicated to capacity-increasing capital improvements or the repayment of debt on such improvements. An increase in capacity is established if an

improvement increases the level of service provided by existing facilities or provides new facilities.

In many systems, growth needs will be met through a combination of existing available capacity and future capacity-enhancing improvements. Therefore, the law provides for a **combined fee** (reimbursement plus improvement component).

## Credits

The legislation requires that a credit be provided against the improvement fee for the construction of “qualified public improvements” by a developer or other private party. Qualified public improvements are improvements that are required as a condition of development approval, identified in the system’s capital improvement program, and either (1) not located on or contiguous to the property being developed, or (2) located in whole or in part, on or contiguous to, property that is the subject of development approval and required to be built larger or with greater capacity than is necessary for the particular development project to which the improvement fee is related.

## Update and Review

The methodology for establishing or modifying improvement or reimbursement fees shall be available for public inspection. The local government must maintain a list of persons who have made a written request for notification prior to the adoption or amendment of such fees. The legislation includes provisions regarding notification of hearings and filing for reviews. “Periodic application of an adopted specific cost index or... modification to any of the factors related to the rate that are incorporated in the established methodology” are not considered “modifications” to the SDC methodology. As such, the local government is not required to adhere to the notification provisions under these circumstances. The criteria for making adjustments to the SDC rate, which do not constitute a change in the methodology, are further defined as follows:

- “Factors related to the rate” are limited to changes to costs in materials, labor, or real property as applied to projects in the required project list.
- The cost index must consider average change in costs in materials, labor, or real property and must be an index published for purposes other than SDC rate setting.

The notification requirements for changes to the fees that *do* represent a modification to the methodology are 90-day written notice prior to first public hearing, with the SDC methodology available for review 60 days prior to public hearing.

## Other Provisions

Other provisions of the legislation require:

- Preparation of a capital improvement program or comparable plan (prior to the establishment of an SDC), that includes a list of the improvements that the jurisdiction intends to fund in whole or in part with SDC revenues and the estimated timing, cost, and eligible portion of each improvement.

- Deposit of SDC revenues into dedicated accounts and annual accounting of revenues and expenditures, including a list of the amount spent on each project funded, in whole or in part, by SDC revenues.
- Creation of an administrative appeals procedure, in accordance with the legislation, whereby a citizen or other interested party may challenge an expenditure of SDC revenues.

The transportation SDC methodology presented in this report has been prepared in accordance with Oregon SDC requirements.

*Note: The calculations contained in this report were produced using numbers that extend beyond the decimal places shown in the tables presented, so slight variations exist due to rounding. These variations are not material.*

# Transportation SDC Methodology

The updated transportation SDC methodology is structured as a combined reimbursement and improvement SDC. The cost per trip is calculated by dividing the existing and future growth-related capacity costs by the growth in future trips. The transportation SDC for a particular development is then determined by multiplying the cost per trip by the number of trips associated with the development.

## Determine Capacity Needs

To evaluate the roadway capacity needs, the regional travel demand model was utilized to approximate the existing number of trips and future projected trips generated by households and employment in the City of Lebanon (City). Trip generation data are available from the Corvallis, Albany and Lebanon (CALM) travel demand model for base year (2016) and future year (2040). For purposes of the SDC analysis, the trip generation for the base year was adjusted to represent 2020 conditions assuming linear growth to 2040.

**Table 1** shows 2020 base year and future (2040) year trip assumptions. Based on the CALM analysis, future growth in PM peak hour trip ends is estimated to be 5,026 (excluding trips without an origin or destination in the city).

**Table 1**

Transportation SDC Methodology

*Projected Growth in Trip Ends<sup>1</sup>*

	Internal- Internal	External- Internal	Internal - External	External - External	Total
<b>2020</b>	4,242	1,648	1,595	49,072	56,557
<b>2040</b>	5,832	2,122	2,044	59,626	69,624
<b>Change</b>	37%	29%	28%	22%	23%
<b>Growth Trips</b>	1,590	474	449	--	
<b>Growth Trip ends</b>	3,180	948	898	--	5,026

<sup>1</sup>PM Peak Trips

## Develop Cost Basis

As previously discussed, the reimbursement fee is intended to recover the costs associated with the available capacity in the existing system; the improvement fee is based on the costs of capacity-increasing future improvements needed to meet the requirements of growth.

## Reimbursement Fee Cost Basis

**Table 2** shows the calculation of the reimbursement fee cost basis for the City’s transportation system, based on estimated replacement costs net of developer contributions.

# CITY OF LEBANON | Transportation System Development Charges

The City's construction records were used to identify prior improvements to City-owned streets and current construction costs per unit. The growth share for most projects is based on the future growth in trips as a percent of total future trips for each segment. New construction needed specifically for growth (E. Airport Rd) is 100 percent reimbursable. The total reimburse fee cost basis is about \$5.0 million.

**Table 2**  
Transportation SDC Methodology  
Reimbursement Fee Cost Basis <sup>1</sup>

Street Name	From	To	2020 \$ <sup>1</sup>	City Cost <sup>2</sup>	Growth %	Growth \$
5th St	Mary St	Reeves Pkwy	\$701,635	\$701,635	51%	\$354,897
Morton & Tangent St	N. 3rd St	N. Main St	\$428,676	\$428,676	31%	\$133,466
2nd St	Tangent (Hwy 34)	Academy	\$167,123	\$167,123	38%	\$63,900
12th St	Burkhart Creek	"F" St	\$190,495	\$190,495	74%	\$141,004
Airport Rd & Signal (2 <sup>nd</sup> )	Hwy 20	7th St.	\$784,493	\$784,493	3%	\$25,190
2nd Street	"J" Street	Airport	\$171,843	\$171,843	6%	\$10,926
S. Main Rd & Signal (Market)	Cedar St.	Vaughn Ln.	\$461,698	\$461,698	46%	\$211,450
2nd St/ Bridge	Santiam Canal (S)	"J" Street	\$500,595	\$500,595	6%	\$31,574
Signal 5th & Oak			\$350,039	\$350,039	22%	\$75,439
7th St	Kees	Airport Rd	\$334,317	\$334,317	14%	\$47,240
Hansard Ave	Reeve's Pkwy	Harrison St	\$801,834	\$801,834	35%	\$551,662
Harrison St	Hansard	12 <sup>th</sup>	\$456,117	\$456,117	35%	\$161,116
12th St	Harrison St	Tangent St	\$357,348	\$357,348	52%	\$269,440
Reeves Pkwy	Hansard	Hwy 20	\$303,537	\$303,537	38%	\$115,505
Hansard Ave	Harrison St	Tangent St	\$150,445	\$150,445	35%	\$123,064
12th St	Tangent (Hwy 34)	Vine St.	\$1,004,544	\$1,004,544	40%	\$397,839
12th St	Vine St	Sherman St	\$78,127	\$78,127	39%	\$30,135
Sherman St	12th St	Airway Rd	\$153,307	\$153,307	24%	\$37,545
Airway Rd	Sherman St	Oak St	\$61,968	\$61,968	0%	\$0
Oak St	Airway Rd	Williams St	\$1,590,047	\$1,590,047	41%	\$644,745
E. Airport Rd	Hwy 20	Russell Dr	\$1,005,483	\$1,005,483	100%	\$1,005,483
Russell Dr	E. Airport Rd	Franklin St	\$390,254	\$390,254	32%	\$124,459
Russell Dr	Primrose St	Porter St	\$507,777	\$507,777	36%	\$181,713
Russell Dr	Franklin St	River/Mtn River (N)	\$705,056	\$352,528	25%	\$88,132
River Rd	Mtn River (N)	Mtn River (S)	\$176,874	\$88,437	10%	\$8,844
River Rd	Mtn River (S)	WTP Intake	\$210,428	\$105,214	13%	\$13,205
N. 5th St	Reeves Pkwy	Mill Race Dev.	\$565,968	\$282,984	50%	\$226,387
<b>Total</b>			<b>\$12,610,028</b>	<b>\$11,780,865</b>		<b>\$5,074,361</b>

<sup>1</sup>Replacement costs estimated by city staff.

<sup>2</sup>Net of developer funding.

## Improvement Fee Cost Basis

The cost of future capacity-increasing improvements (the improvement fee cost basis) is based on the SDC project list presented in detail in **Appendix A (Table A-1)** and summarized by mode in **Table 3**. The improvements are based on the City’s 2018 Transportation System Plan (TSP). Costs have been updated to 2020 using inflation factors from the Engineering News Record (ENR) Construction Cost Index (CCI) for Seattle. The SDCs exclude improvement costs that are anticipated to be funded by other parties (e.g., developers and State of Oregon).

**Table 3**  
Transportation SDC Methodology  
Improvement Fee Cost Basis

Project Type	Total Cost	Other Funding	Growth Share	
			\$	%
Demand Management	\$221,810	\$0	\$32,460	15%
Roadway	\$23,100,700	\$7,833,680	\$12,119,687	79%
Bike/Ped	\$9,278,150	\$1,038,720	\$8,239,430	100%
SUP	\$8,980,600	\$3,181,080	\$5,712,851	99%
Transit	\$405,750	\$0	\$160,641	40%
<b>TOTAL</b>	<b>\$41,987,010</b>	<b>\$12,053,480</b>	<b>\$26,265,068</b>	<b>88%</b>

The total project list costs are almost \$42 million, with about \$12 million of other funding anticipated. The growth (SDC-eligible) share of project costs total \$26.3 million and is determined based on the type of improvement. The SDC-eligible portion of transit projects reflects the growth in population as a percent of total future population (40 percent). Demand management project costs are limited to capacity increasing improvements, which as shown in Table A-1 are additional bicycle parking facilities. The SDC-eligible portion of roadway and nonmotorized travel improvements are summarized below.

### Roadway Improvements

The projects shown in Table A-1 include upgrades to existing facilities (e.g., realignment and intersection improvements) to increase the level of performance of existing facilities or add new improvements or extensions. Projects that improve the level of performance for both existing and future development (e.g., modernization and safety projects) are allocated in part to future growth, reflecting the projected growth in trips over the planning period, as a percentage of total future trips on that segment. For new roadway extensions or intersection improvements needed to expand capacity for growth to maintain mobility targets, the SDC-eligible share is 100 percent.

### Bicycle and Pedestrian Facilities

Growth capacity needs for bike and pedestrian facilities are evaluated based on a planned level of service (LOS) basis. The planned LOS is defined as the quantity of future facilities per capita served.

The following equation shows the calculation of the planned LOS:

$$\frac{\text{Existing } Q + \text{Planned } Q}{\text{Future Population Served}} = \text{Planned LOS}$$

Where:

*Q* = quantity (miles of bike or pedestrian facilities), and  
 Future Population Served = 28,365

The existing and planned future miles of bike and pedestrian facilities are shown in **Table 4**.

**Table 4**  
 Transportation SDC Methodology  
 Existing and Future Bike and Pedestrian Facilities<sup>1</sup>

	Total Miles		
	Current	Additional	Future
Pedestrian	40.31	4.48	44.79
Bike	24.43	5.28	29.71
Shared Use Path (SUP)	2.89	2.00	4.98

<sup>1</sup>Accounts for single and bi-directional projects respectively.

**Table 5** presents the existing and planned LOS for bike and pedestrian facilities, based on the existing and planned future facilities presented in Table 4 divided by the estimated existing and projected future population (in 1,000s). In the case of shared use paths (SUP), the planned LOS is slightly higher than the existing LOS, which means there is a small existing deficiency relative to the planned LOS. The deficiency (0.3 miles as shown in Table 5) is calculated by multiplying the future LOS of 0.1754 miles per 1,000 by the existing population in 1,000's (17.135) to determine the total need (3.01 miles) and deducting the current inventory (2.98 miles).

**Table 5**  
 Transportation SDC Methodology  
 Existing and Future Level of Service

	Miles/1,000 Pop	
	Current	Future
Pedestrian	2.3523	1.5790
Bike	1.4256	1.0472
SUP	0.1737	0.1754
Population	17,135	28,365

As shown in **Table 6**, the existing deficiency for SUP facilities equals one percent of the planned improvements; the remaining 99 percent of costs are SDC eligible. As shown in Table 4, the future LOS for bike and pedestrian facilities is lower than the current LOS indicating no existing deficiency, so 100 percent of the planned future bike and pedestrian improvements are SDC-eligible.

**Table 6**  
 Transportation SDC Methodology  
*Future Miles Required*

	Total Need Existing	Deficiency	Total Need Growth	Growth Share
Sidewalks	27.06	0.00	17.73	100%
Bike	17.94	0.00	11.76	100%
SUP	3.01	0.03	1.97	99%

<sup>1</sup> Existing need assumed to be met first by current facilities

## Develop Unit Costs

Based on the growth trips and SDC cost bases summarized previously, the total cost per growth trip is equal to \$6,235, as shown in Table 7, and is comprised of the following components:

$$\$5,226 \text{ (improvement fee)} + \$1,010 \text{ (reimbursement fee)}$$

**Table 7**  
 Transportation SDC Analysis  
*Unit Costs of Capacity (\$/Trip End)*

	Improvement	Reimbursement	Total
Cost Basis	\$26,265,068	\$5,074,361	\$31,339,430
Growth PM Peak Trip Ends	5,026	5,026	5,026
<b>SDC per PM Peak Trip End</b>	<b>\$5,226</b>	<b>\$1,010</b>	<b>\$6,235</b>

## SDC Schedule

The SDC for an individual development is based on the cost per trip (including the reimbursement, improvement, and compliance fees) and the number of trips (PM peak hour) attributable to a particular development. The number of development trips is computed as follows:

$$\text{Number of Development Trips} = \text{Trip Generation Rate} \times \text{Adjustment Factors} \times \text{Development Units}$$

**Table A-2** (in Appendix A) includes the transportation SDC rates and traffic impact assumptions for typical land use categories. The calculated rates are provided along with rates based on a potential two-year phase in.

## Trip Generation Rates

Transportation SDCs are based on the number of trips a development is likely to generate, specifically the afternoon “PM peak” trip generation. Traffic is heaviest during weekday afternoon commute times, and road improvements are often needed to accommodate these high traffic flows, so the SDCs reflect these impacts.



Appendix **Table A-2** provides trip rate assumptions for sample land uses, based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10<sup>th</sup> Edition. In the future, the City will use the most current version of the ITE Trip Generation Manual that is available. Furthermore, for land uses that are not explicitly identified in Table A-2, City staff will make a determination of the appropriate SDC rate, based on the specific use.

Use of ITE trip generation data is standard in the transportation industry. ITE trip rates by land use are based on studies from around the country, and in the absence of local data, represent the best available source of trip data for specific land uses.

## Single-Family Residential SDCs

As shown in Table A-2, trip rates were developed for three subcategories of single-family residential development based on a sample of Linn County households from the Oregon Household Activity Survey (OHAS). The OHAS trip data was matched with information on dwelling unit size (finished area in square feet) from the Linn County Assessor's Office to determine adjustment factors for large and small homes.

As shown in Table A-2, the average PM peak hour trip rate of 0.99 per dwelling unit is applied to the middle tier (1,450-2,349 SQ FT), and the lower and upper tier trip rates are 0.75 and 1.21, respectively.

## Trip Rate Adjustments

The SDC methodology and Table A-2 include pass-by and diverted linked trip adjustments (combined in a single "Trip Adj" column in Table A-2) which are applied to the base ITE trip generation rates for purposes of calculating SDCs.

### Pass-by Trips

Pass-by trips refer to trips that occur when a motorist is already on the roadway, as in the case of a traveler stopping by a fast-food restaurant on the way home from work. In this case, the motorist making a stop while "passing by" is counted as a trip generated by the restaurant, but it does not represent a new (or primary) trip on the roadway. Pass-by trip adjustments in the updated methodology are based on published data by land use from the ITE.

### Diverted Link Trips

Diverted link trips are another type of non-primary trip. In this case, the motorist will divert from a primary route to access a nearby use (e.g., a vehicle may turn off a major roadway onto an intersecting street to access a land use), and then return to the original route to complete the trip. As with the pass-by trip adjustments, the diverted link trip adjustments included in the SDC methodology are based on reported ITE data.

## Inflationary Adjustments

In accordance with Oregon statutes, the SDCs will be adjusted annually based on a standard inflationary index. Specifically, the City plans to use the ENR Seattle CCI as the basis for adjusting the SDCs annually.

# Appendix A – SDC Project List and Fee Schedule

**Table A-1**  
 City of Lebanon Transportation SDC Methodology  
 SDC Project List

Type/#	Description	Pkg	Cost Estimate (2020 \$)	Other Funding	City Cost	% Growth	Growth Cost
<b>MOTOR VEHICLE PROJECTS</b>							
D9	Airway Rd. extension from airport Rd. to Walker Rd. extension	3	\$2,732,050		\$2,732,050	100%	\$2,732,050
D16	Dewey Street realignment to Walker Road	1	\$1,298,400		\$1,298,400	27%	\$347,527
D17	Airport Road extension to Russell Drive	1	\$0		\$0		\$0
D19	New north to south street between Grant Street and the Milton Street ext.	3	\$3,029,600	\$3,029,600	\$0	100%	\$0
D20	Milton Street extension from Post Street to the Mayfly Street extension	3	\$1,298,400	\$1,298,400	\$0	100%	\$0
D23	US 20/ Mullins Drive intersection improvements	3	\$2,164,000	\$0	\$2,164,000	100%	\$2,164,000
D24	US 20/ Industrial Way intersection improvements	3	\$189,350	\$151,480	\$37,870	100%	\$37,870
D22	US 20/ Reeves Parkway intersection improvements	1	\$2,164,000	\$1,731,200	\$432,800	100%	\$432,800
D25	US 20/ OR 34 - Wheeler Street intersection improvements	1	\$1,136,100	\$908,880	\$227,220	100%	\$227,220
D28	OR 34/ 5th Street intersection improvements	1	\$568,050	\$454,440	\$113,610	100%	\$113,610
D29	OR 34/ 12th Street intersection improvements	1	\$324,600	\$259,680	\$64,920	100%	\$64,920
D31	Oak Street/ 12th Street intersection Improvements	1	\$2,164,000		\$2,164,000	33%	\$716,825
D34	Airport Road/ 12th Street intersection Improvements	1	\$2,164,000		\$2,164,000	75%	\$1,623,000
D35	Airport Road/ 7th Street intersection Improvements	3	\$297,550		\$297,550	66%	\$196,383
D36	12th Street extension/ Walker Road intersection Improvements	2	\$3,570,600		\$3,570,600	97%	\$3,463,482
Subtotal			\$23,100,700	\$7,833,680	\$15,267,020		\$12,119,687
<b>SHARED PEDESTRIAN AND BICYCLE PROJECTS</b>							
S4	US 20 shared-use path connection - Albany Santiam Canal and Reeves Pkwy	1	\$1,244,300	\$995,440	\$248,860	99%	\$245,141
S5	US 20 shared-use path connection - Reeves Pkwy & path north of Mullins Dr	1	\$486,900	\$389,520	\$97,380	99%	\$95,925
S33	Crowfoot Road shared-use path connection - Bald Eagle Dr & Cascade Dr	1	\$2,136,950		\$2,136,950	99%	\$2,105,015
S42	US 20 shared-use path connection - Weldwood Dr & Weirich Dr	1	\$2,245,150	\$1,796,120	\$449,030	99%	\$442,320
S46	Shared-use path connection - River Rd & Burdell Blvd	1	\$1,595,950		\$1,595,950	99%	\$1,572,100
S58	Tennessee Rd shared-use path connection - Albany Santiam Canal and Marks Slough Trail	1	\$1,271,350		\$1,271,350	99%	\$1,252,351
Subtotal			\$8,980,600	\$3,181,080	\$5,799,520		\$5,712,851
<b>PEDESTRIAN PROJECTS</b>							
P14	Airport Road pedestrian improvements between Airway Road and 7th Street	1	\$2,813,200		\$2,813,200	100%	\$2,813,200
P21	Vaughan Lane pedestrian improvements between 10th Street and 5th Street	1	\$1,217,250		\$1,217,250	100%	\$1,217,250
P22	Vaughan Lane pedestrian improvements between 5th Street and South Main Road	1	\$1,406,600		\$1,406,600	100%	\$1,406,600
P27	Cascade Dr pedestrian improvements - Weldwood Dr and Crowfoot Rd	1					

# CITY OF LEBANON | Transportation System Development Charges

**Table A-1**  
 City of Lebanon Transportation SDC Methodology  
 SDC Project List

Type/#	Description	Pkg	Cost Estimate (2020 \$)	Other Funding	City Cost	% Growth	Growth Cost
Subtotal			\$5,437,050	\$0	\$5,437,050		\$5,437,050
<b>BICYCLE PROJECTS</b>							
B1	US 20 bicycle improvements between Olive Street and Wheeler Street	1	\$1,298,400	\$1,038,720	\$259,680	100%	\$259,680
B4	12th Street bicycle improvements between Sherman Street and Oak Street	1	\$892,650		\$892,650	100%	\$892,650
B5	9th St-Sherman St-Airway Rd bicycle improvements between US 20 and S. 2nd St, and Oak St and 7th St	1	\$81,150		\$81,150	100%	\$81,150
B6	S. 2nd Street bicycle improvements between OR 34 and Oak Street	1	\$108,200		\$108,200	100%	\$108,200
B7	Grove Street bicycle improvements between Wheeler Street and Milton Street	1	\$81,150		\$81,150	100%	\$81,150
B8	Sherman Street-Hiatt Street bicycle improvements between S. 2nd Street and Milton Street	1	\$81,150		\$81,150	100%	\$81,150
B17	S. 2nd Street bicycle improvements between Oak Street and H Street	1	\$54,100		\$54,100	100%	\$54,100
B21	Franklin Street bicycle improvement between Milton Street and the Lebanon Santiam Canal	1	\$54,100		\$54,100	100%	\$54,100
B22	Franklin Street bicycle improvements between the Lebanon Santiam Canal and Russell Drive	1	\$1,136,100		\$1,136,100	100%	\$1,136,100
B29	7th Street-Manor Way-8th Street-10th Street bicycle improvements between Walker Road and Vaughan Lane	1	\$54,100		\$54,100	100%	\$54,100
B37	Cascade Drive bicycle improvements between Seven Oak Middle School and Crowfoot Road	1					
Subtotal			\$3,841,100	\$1,038,720	\$2,802,380		\$2,802,380
<b>TRANSIT PROJECTS</b>							
T1	Cascade Ridge Transit Stop	1	\$81,150		\$81,150	40%	\$32,128
T2	US 20 northbound/ Oak Street Transit Stop	1	\$81,150		\$81,150	40%	\$32,128
T3	US 20 southbound/ Oak Street Transit Stop	1	\$81,150		\$81,150	40%	\$32,128
T4	US 20/ Airport Road Transit Stop	1	\$81,150		\$81,150	40%	\$32,128
T5	Lebanon Walmart Transit Stop	1	\$81,150		\$81,150	40%	\$32,128
Subtotal			\$405,750	\$0	\$405,750		\$160,641
<b>DEMAND AND SYSTEM MANAGEMENT PROJECTS</b>							
A	Neighborhood Traffic Calming Program	1	\$108,200		\$108,200		\$0
B	Bike Parking Program	1	\$32,460		\$32,460	100%	\$32,460
C	Wayfinding Signage Program	1	\$81,150		\$81,150		\$0
Subtotal			\$221,810	\$0	\$221,810		\$32,460
<b>Total</b>			<b>\$41,987,010</b>	<b>\$12,053,480</b>	<b>\$29,933,530</b>	<b>88%</b>	<b>\$26,265,068</b>

# CITY OF LEBANON | Transportation System Development Charges

**Table A-2**  
Transportation SDC Analysis  
SDC Fee Schedule

Development Type	Trips/ Unit <sup>1</sup>	Units	Trip Adj.	SDC	Phase-in	
					Year 1	Year 2
<b>Base Trip Rate</b>				<b>\$6,235</b>	<b>\$4,595</b>	<b>\$6,235</b>
<b>Residential</b>						
Single Family <sup>2</sup>						
<1,450 SQ FT	0.75	DU	0%	\$4,651	\$3,428	\$4,651
1,450-2,349 SQ FT	0.99	DU	0%	\$6,173	\$4,549	\$6,173
>2,349 SQ FT	1.21	DU	0%	\$7,545	\$5,560	\$7,545
Apartment/Condo (Low Rise)	0.56	DU	0%	\$3,492	\$2,573	\$3,492
Mobile Home Park	0.46	DU	0%	\$2,868	\$2,114	\$2,868
Sr. Adult Housing - Detached	0.30	DU	0%	\$1,871	\$1,379	\$1,871
Congregate Care	0.18	Beds	0%	\$1,122	\$827	\$1,122
<b>Medical/Office</b>						
Hospital	0.97	TGSF	0%	\$6,048	\$4,457	\$6,048
Clinic	3.28	TGSF	0%	\$20,452	\$15,072	\$20,452
Medical/Dental Office	3.46	TGSF	0%	\$21,575	\$15,899	\$21,575
General Office	1.15	TGSF	0%	\$7,171	\$5,284	\$7,171
<b>Retail</b>						
Building Materials/Lumber	2.06	TGSF	0%	\$12,845	\$9,466	\$12,845
Hardware/Paint Store	2.68	TGSF	26%	\$12,366	\$9,113	\$12,366
Nursery (Garden Center)	6.94	TGSF	34%	\$28,561	\$21,047	\$28,561
Quality Restaurant	7.80	TGSF	71%	\$14,105	\$10,394	\$14,105
High Turnover Restaurant	9.77	TGSF	69%	\$18,885	\$13,917	\$18,885
Fast Food w/o Drive Thru	28.34	TGSF	50%	\$88,356	\$65,112	\$88,356
Fast Food with Drive Thru	32.67	TGSF	73%	\$55,002	\$40,533	\$55,002
Service Station	14.03	Fuel. Pos	77%	\$20,121	\$14,828	\$20,121
Serv. Station w/ Conv.Mkt	13.99	Fuel. Pos	87%	\$11,340	\$8,357	\$11,340
Tire Store	3.98	TGSF	28%	\$17,868	\$13,168	\$17,868
Supermarket	9.24	TGSF	74%	\$14,980	\$11,039	\$14,980
Discount Club	4.18	TGSF	37%	\$16,420	\$12,101	\$16,420
Furniture Store	0.52	TGSF	53%	\$1,524	\$1,123	\$1,524
Walk-in Bank	12.13	TGSF	17%	\$62,778	\$46,263	\$62,778
Drive-in Bank	20.45	TGSF	61%	\$49,731	\$36,648	\$49,731
Shopping Center	3.81	TGSF	60%	\$9,503	\$7,003	\$9,503
Auto Parts Sales	2.43	TGSF	43%	\$8,637	\$6,365	\$8,637
Convenience Market	49.11	TGSF	82%	\$55,120	\$40,620	\$55,120
Discount Supermarket	8.38	TGSF	49%	\$26,649	\$19,638	\$26,649
Home Improve Superstore	2.33	TGSF	50%	\$7,264	\$5,353	\$7,264
Pharmacy Drug Store	8.51	TGSF	67%	\$17,511	\$12,904	\$17,511
Coffee Donut (w/drive-thru)	43.38	TGSF	89%	\$29,754	\$21,927	\$29,754
<b>Institutional/Other</b>						
Motel	0.38	Rooms		\$2,369	\$1,746	\$2,369
Hotel	0.60	Rooms		\$3,741	\$2,757	\$3,741
Health/Fitness Club	3.45	TGSF		\$21,512	\$15,853	\$21,512
Church	0.49	TGSF		\$3,055	\$2,252	\$3,055
Daycare Center	11.12	TGSF	56%	\$69,338	\$22,483	\$30,509
Elementary School	1.37	TGSF		\$8,543	\$6,295	\$8,543
High School	0.97	TGSF		\$6,048	\$4,457	\$6,048
<b>Industrial</b>						
General Light Industrial	0.63	TGSF		\$3,928	\$2,895	\$3,928
Truck Terminal	1.72	TGSF		\$10,725	\$7,904	\$10,725
Mini Warehouse	0.19	TGSF		\$1,185	\$873	\$1,185

<sup>1</sup>ITE Trip Generation Manual, 10th Ed.

<sup>2</sup>Square feet of finished area.

TGSF = Gross Square Feet (in thousands)

# Agenda Item 4



925 S. Main Street  
Lebanon, Oregon 97355

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

# MEMORANDUM

*City Recorder's Office*

To: Mayor Aziz and City Council  
From: Kim Scheafer, MMC, City Recorder  
Subject: Ward 2 Vacancy Interviews

Date: August 23, 2021

## I. INTRODUCTION

At the July 14, 2021 City Council meeting Councilor Grizzle announced her desire to resign as soon as a replacement could be appointed. A Press Release was published on July 15 advertising the upcoming vacancy with a deadline for applications of July 30, 2021 at 5:00 p.m. A resolution was passed at the August 11, 2021 meeting declaring an upcoming vacancy in Ward 2.

## II. CURRENT REPORT

The City received two applications for the upcoming vacancy in Ward 2 to replace Councilor Grizzle. Applications were received from David Workman (July 15) and Kim Ullfers (July 28).

Interviews will be conducted at the City Council's September 8 City Council Meeting. Interviews will take place in the order that the applications were received and should not take more than 20 minutes each. After the interviews, the Council will deliberate and announce their decision.

The appointed candidate will be sworn in at the October 13, 2021 City Council Meeting to fill the remaining term which ends on December 31, 2024.

## III. RECOMMENDATION

Staff recommends that the Council conduct interviews at their September 8 meeting.

Sample Motion:

***"I move to appoint \_\_\_\_\_ to be sworn in on October 13, 2021 to fill the remaining term of Councilor Rebecca Grizzle which expires on December 31, 2024."***





**City Recorder's Office**  
 925 S. Main Street  
 Lebanon, OR 97355  
 541.258.4905  
 cityrecorder@ci.lebanon.or.us  
 www.ci.lebanon.or.us

## APPLICATION FOR BOARD / COMMITTEE / COMMISSION

**Applicant Information (Please type/print clearly):**

Name: <b>DAVID A. WORKMAN</b>		Date: <b>7/15/21</b>
Home Address: <b>620 W. GRANT ST. LEBANON, OR., 97355</b>		
Mailing Address: <b>SAME</b>		
Home Phone: <b>541-409-3452</b>	Email Address: <b>WORKMAN97355@YAHOO.COM</b>	Business Phone: <b>541-259-7954</b>
Occupation: <b>CHIEF RECOVERY OFFICER</b>	Employer: <b>LINN CO FED. CREDIT UNION</b>	Emergency Contact Phone: <b>541-409-3451</b>
Preferred method of contact: <input type="checkbox"/> Mail <input type="checkbox"/> Phone <input type="checkbox"/> Email		
Please mark which one you are interested in serving on:		
<input type="checkbox"/> Ad Hoc Committee _____ <small>(Print the Ad Hoc Committee Name)</small>		<input checked="" type="checkbox"/> Non-Election Council Vacancy
<input type="checkbox"/> Arts Commission	<input type="checkbox"/> Budget Committee <small>(Must be Registered Voter)</small>	<input type="checkbox"/> Library Advisory Committee
<input type="checkbox"/> Planning Commission	<input type="checkbox"/> Senior & Disabled Services Advisory Committee	<input type="checkbox"/> Trees & Trails Advisory Committee
Are you applying for reappointment: <input type="checkbox"/> Yes <input type="checkbox"/> No    If so, how long did you serve in this capacity: ____ Year(s) ____ Month(s)		
Describe experience related to position applying for: <b>SEE ATTACHED</b>		
List current and/or previous involvement on any government boards/committees/commissions/councils: <b>SEE ATTACHED</b>		
Explain why you are interested in serving in this capacity (attach additional sheet if needed): <b>SEE ATTACHED</b>		

Applicant's Signature: \_\_\_\_\_

Date: **7/15/21**

**FOR OFFICE USE ONLY**

DATE RECEIVED: <b>7/15/2021</b>	City Council Appointment Date: ____/____/____
DATE SENT TO:	Applicant Notification Date: ____/____/____
Director: ____/____/____      Mayor: ____/____/____	Term Start Date: ____/____/____
Applicant Appointed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Term End Date: ____/____/____

**Describe experience related to position applying for:**

From coaching basketball and baseball, to every step of my career, I've sought... and succeeded... in leadership positions. I have strong listening and communication skills that translate into me being able to effectively facilitate growth and change in people and organizations.

I currently serve on the Executive Team at Linn-Co Federal Credit Union where I am part of the strategic and operational decisions made to assure success, and regulatory compliance. In this role I communicate regularly with our Board of Directors, while also supporting my staff of four, enabling them to effectively perform their duties and comfortably voice their concerns and suggestions in an open and accepting environment.

I feel equally capable of communicating with people from every background. From CEO's and Board Chairmen, to gas station attendants and less fortunate, I listen, care, respect and treat them all with dignity.

**List current/previous involvement on any government boards/committees/commissions/councils:**

I've never been a City Council Member, or served on any government committees, but it is now time for me to be involved. I have much to offer in my level-headed nature, and knowledge of people and their needs. Combined with my genuine love for the City of Lebanon and effective communications skills, I submit that I have much to give to our town.

**Explain why you are interested in serving in the capacity:**

I am interested in serving on the City Council because I love this town, and believe I can provide solid leadership and direction to shape its future for current, and future generations. Both sides of my family have been in Lebanon since the 1940's. I remember when the Strawberry Fair was by Century Park...now the Boys and Girls Club location... and what downtown looked like when it thrived. I ate Giant Tim's at Hasty Freez. I went the Drive In, and shopped at CentWise, and Adam's Rexall Pharmacy, where my Grandma worked. I was born in the Lebanon Hospital, and know that it was once in the Library, that is now The Boys and Girls Club Annex. In other words, I have deep roots here and a passion to preserve what makes Lebanon great, while allowing the necessary changes that will keep the town thriving. My children live here. My new grandson will live here. I feel responsible to help make it the best possible environment for them, and all the other families who choose to live here.

I believe the values that built the Lebanon, and that the desires of the people who choose to live here, deserve to be protected and supported. While change is inevitable, and needed, it should come with consideration for the taxpaying citizens that we represent.

**Conclusion:** I very much look forward to discussing this opportunity, and sincerely hope that if you find someone more well suited, that you give them the position, because I only want what is best for my town. In all honesty though... I don't think anyone will care more, or have more to offer than do I.





**City Recorder's Office**  
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[www.ci.lebanon.or.us](http://www.ci.lebanon.or.us)

## APPLICATION FOR BOARD / COMMITTEE / COMMISSION

**Applicant Information (Please type/print clearly):**

Name: Kim J Ullfers		Date: 7/27/21
Home Address: 578 W. Sherman St Lebanon, Or 97355		
Mailing Address: same		
Home Phone: 541-514-5145	Email Address: ullfers1@hotmail.com	Business Phone: none
Occupation: retired	Employer: na	Emergency Contact Phone: 541-905-5152
Preferred method of contact: <input type="checkbox"/> Mail <input checked="" type="checkbox"/> Phone <input checked="" type="checkbox"/> Email		
Please mark which one you are interested in serving on:		
<input type="checkbox"/> Ad Hoc Committee _____ <small>(Print the Ad Hoc Committee Name)</small>		<input checked="" type="checkbox"/> Non-Election Council Vacancy
<input type="checkbox"/> Arts Commission	<input type="checkbox"/> Budget Committee <small>(Must be Registered Voter)</small>	<input type="checkbox"/> Library Advisory Committee
<input type="checkbox"/> Planning Commission	<input type="checkbox"/> Senior & Disabled Services Advisory Committee	<input type="checkbox"/> Trees & Trails Advisory Committee
Are you applying for reappointment: <input type="checkbox"/> Yes <input type="checkbox"/> No    If so, how long did you serve in this capacity? ____ Year(s) ____ Month(s)		
Describe experience <b>related</b> to position applying for: Since moving to Lebanon in 2007 I have regularly attended council meetings to see how the city is run. It was enlightening. I was then appointed to the city budget committee for 8 years through times of great change in the process and city leadership. I and my wife have each run successful business' in town and worked extensively with the Chamber of Commerce. Since retiring I started a non profit housing development that will open in Aug of this year.		
List current and/or previous involvement on any government boards/committees/commissions/councils: Lebanon City Budget Committee- 8 years		
Explain why you are interested in serving in this capacity (attach additional sheet if needed): Since having lived around the world, we decided that Lebanon would be our home. All our adult lives we have been involved with service to others. This is a natural extension of that. Lebanon faces many challenges between unrepresented growth to homelessness. I, through the budget process, have learned a great deal about the growth issues, and from my work with the soup kitchen, warming center, cooling center and coordinating affordable housing, I believe I bring a fuller understanding of how to meet those issues.		

Applicant's Signature: Date: 7/27/21

**FOR OFFICE USE ONLY**

DATE RECEIVED: <u>7/28/2021</u>	City Council Appointment Date: ____/____/____
DATE SENT TO:	Applicant Notification Date: ____/____/____
Director: ____/____/____      Mayor: ____/____/____	Term Start Date: ____/____/____
Applicant Appointed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Term End Date: ____/____/____

# Agenda Item 5



925 S. Main Street  
Lebanon, Oregon 97355


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www.ci.lebanon.or.us

# MEMORANDUM

*Engineering Services*

To: Mayor Aziz and City Council

Date: August 31, 2021

From: Ron Whitlatch, Engineering Services Director 

Subject: **Approval to Award GMP Amendment No. 2 – 100% GMP**  
Westside Sewer Interceptor Phase Va, and Vb  
Project No. 18707

## I. INTRODUCTION

On April 14, 2021 the Lebanon City Council awarded the CM/GC Contract for the Westside Interceptor Project to Emery & Sons Construction Group. This initial contract was for Pre-Construction Phase services, which included Value Engineering, Constructability Review of the 85% complete plans, and development of an initial Guaranteed Maximum Price (GMP) for construction of the project.

On May 26, 2021 the City Council awarded the Guaranteed Maximum Price (GMP) Early Work Amendment No. 1 for procurement of pipe materials. This Early work Amendment was awarded in order to lock in pipe prices for the project due to the extreme volatility of the construction materials market (especially pipe materials). Emery & Sons completed a formal solicitation for the Pipe Procurement in June 2021. The lowest responsible bid was approximately \$ 310,000 more than the authorized Early Work Amendment No. 1. The additional costs for pipe have been included in Amendment No.2 – 100% GMP for approval.

Over the course of the last several months, the project team (Emery & Sons Construction, David Evans & Associate, Udell Engineering, and City Staff) have been working through value engineering ideas, design changes, final permitting, and final costs to complete the project. Emery & Sons has issued several formal solicitations for Pipe Materials (water, sanitary, storm piping), Concrete Products (includes manholes, catch basins), and aggregate supply to lock in prices in preparation for GMP Amendment No 2 – 100% GMP.

The Project Team has held several meetings to review Emery & Sons proposed Amendment and are all in concurrence regarding the final pricing. The dollar amount for Amendment No. 2 is \$21,324,830.88 which is inclusive of the Pre-Construction Phase Services and GMP Early Work Amendment No. 1. Amendment No. 2 will become the basis for the overall GMP for the project.

The attached documentation provides a breakdown of the costs associated with the construction of the project. There is approximately \$1,792,000 available in allowances for De-Watering of the trench. This will only be used if conditions require more extensive de-watering effort than included in construction costs. There is also approximately \$1,400,000

included in the GMP for contingencies. The project completion date has been set for October 2023.

## II. RECOMMENDATION

This memo requests City Council approval by motion, the GMP Amendment No.2 – 100% GMP in the amount of \$21,324,830.88 to the original contract for Construction Manager/General Contractor (CM/GC) Services for the Westside Sewer Interceptor Phase Va and Vb Project.

# **EXHIBIT C**

## **GMP AMENDMENT No. 2 – 100% GMP**

### **CITY OF LEBANON, OREGON WESTSIDE SEWER INTERCEPTOR**

THIS AMENDMENT IS BETWEEN:

OWNER: City of Lebanon, Oregon and

CONSTRUCTION MANAGER/  
GENERAL CONTRACTOR: Emery & Sons Construction Group, LLC  
("Contractor"):

PROJECT: City of Lebanon, Oregon, Westside Sewer Interceptor

DATE OF ORIGINAL CONTRACT: April 19, 2021

DATE OF THIS AMENDMENT: September 9, 2021

AMENDMENT NUMBER: Amendment No. 2 – 100% GMP

The Owner and Contractor hereby amend the Contract as set forth below. Capitalized terms used but not defined herein shall have the meanings given in the Contract Documents. Except as amended hereby, the Contract remains in full force and effect.

1. **GMP.** The parties agree that the GMP for the Project is \$21,324,830.88 consisting of the Preconstruction Services Cost, Early Work Amendment No. 1, and the Estimated Cost of the Work the CM/GC Fee, as follows:

Preconstruction Fee:	\$	<u>Included in Final GMP</u>
Early Work Amendment No. 1:	\$	<u>Included in Final GMP</u>
Construction Amendment No. 2 – 100% GMP:	\$	<u>\$21,324,830.88</u>
GMP (Total of above categories):	\$	<u><b>\$21,324,830.88</b></u>

Note: The above values include allowable markup. There will be no additional markup on these items. Amendment No. 2 (100% GMP) is inclusive of the Pre-Construction Fee and GMP Early Work Amendment No. 1.

For purposes of determining the GMP, the Estimated Cost of the Work includes Contractor's Contingency, the Fixed Cost for GC Work, and the costs of all components and systems required for a complete, fully functional facility.

- 2. Basis of GMP.** The GMP is based on the GMP Supporting Documents attached as Attachments A-D (122 pages) including the Allowances, assumptions, exclusions, unit prices, and alternates designated therein.
- 3. Plans and Specifications.** The Plans and Specifications for the Project are as listed in the GMP Supporting Documents. Contractor shall perform Construction Phase Services in accordance with the Plans and Specifications and the other Contract Documents.
- 4. Notice to Proceed.** Notwithstanding any provisions, the GMP supportive documents to the contract, Notice to Proceed will be issued on September 13, 2021.
- 5. Substantial Completion Date.** Notwithstanding any provision in the GMP Supporting Documents to the contrary, the required date for Substantial Completion is: October 1, 2023.



**THIS AMENDMENT** is executed in four original copies of which one is to be delivered to Contractor, and the remainder to Owner.

**Contractor:**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

CM/GC's Federal Tax ID # \_\_\_\_\_

Construction Contractor's Board Registration No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative of CM/GC

Title: \_\_\_\_\_

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

**Owner:**

City of Lebanon, Oregon

\_\_\_\_\_  
Signature of Authorized Representative

Title: City of Lebanon Mayor

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

\_\_\_\_\_  
Signature of Authorized Representative

Title: City Manager

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



Aug 27, 2021

TO: Ron Whitlatch, City Engineer  
City of Lebanon  
925 Main Street  
Lebanon, OR 97355

**RE: 100% GMP – Lebanon Westside Interceptor Project No. 18707**

Dear Ron,

The following 100% GMP budget is based on both budgetary and actual pricing from several of our reliable subcontractors and suppliers. Emery and Sons has issued several formal bid packages (Mtrl #01 Utility Piping, Mtrl #02 Precast Concrete) and these costs have been included with the 100% GMP. Other subcontractor and supplier packages are being prepared for solicitation but will not be complete prior to the submission of the 100% GMP. Emery and Sons has solicited budgetary pricing from reliable subcontractors and suppliers to develop the final 100% GMP.

Based on the 100% Plans and Specifications dated June 30, 2021, Emery & Sons Construction believes the probable cost of the Westside Interceptor Project is \$21,324,830.88 as indicated in our 100% GMP Summary included in Tab C. Tab C also includes all costs, including preconstruction services.

The team of Emery and Sons and the City of Lebanon recognized that material prices have been increasing steadily. To mitigate the potential cost of rising material costs an early work package (GMP EWA #1) included procurement of the 24", 30" and 36" PVC piping. This enabled the prices to be locked in and allowed for a pipe delivery that would facilitate a Sept/Oct 2021 start to pipe installation. However, due to rising prices the cost of procurement of the pipe increased by approximately \$310,432.60 when compared to the preliminary GMP. The cost increase is unfortunate but by issuing the early work package the project avoided an even greater increase in cost as prices continue to rise.

Please note that while the probable cost of construction is higher than originally anticipated, we fully expect the final contract price to come in under the proposed GMP. Several factors that validate this belief are:

1. We have Allowance Items that account for anticipated high risk work. This will tend to lessen the need to use project contingency. Based on the project teams' efforts to date with identifying and mitigating project risks, we do not anticipate needing the entire 7% contingency currently budgeted. Any remaining contingency remaining at contract completion goes to the owner therefore reducing the potential final contract value.
2. Use of reject aggregate or native backfill has been allowed on many of our previous projects, and would result in significant project savings. Unit costs have been provided that shows the potential savings per lineal foot for each alternative backfill scenario.
3. We feel that our current budget for dewatering is conservative, and we feel the project team can come up with a plan to mitigate the risks and associated costs with the dewatering effort currently budgeted for the project. Any remaining dewatering budget remaining at contract completion goes to the owner therefore reducing the potential final contract value.





## **Emery & Sons** Construction Group, LLC

4. Subcontractor prices on packages that have not been let out yet are based on budgetary numbers provided by reliable subcontractors. It has been our experience that in a normal market the subcontractor numbers received as part of an official bid often times comes in less than the budgetary numbers presented in the 100% GMP which results in a savings to the project.

### **Westside Interceptor Schedule:**

- At this time we are projecting a project completion of 24 months from Sept 15, 2021. Please see Tab D for our preliminary project schedule.

### **Budget Explanation:**

- The 100% Construction Documents for the Westside Interceptor were provided to Emery & Sons on July 15, 2021. A list of the plans and specifications are provided in Tab B.
- Labor rates used in preparation of the GMP are based on the higher rate of the January 1, 2021 BOLI amendments and the latest Davis-Bacon prevailing wage rates.
- Equipment rates used are based on the Rental rates as published by Equipment Watch (equipmentwatch.com)
- Budget includes General Conditions to cover the management of the project as stipulated in the CM/GC Contract.
- Budget includes the required insurances and bonds for the project.
- Budget includes a 7% construction contingency that is generally to be used for additional work that was not anticipated at the time of bidding/budgeting, and is comprised of 5% Owner's contingency and 2% for Contractor's contingency. Owner's contingency can only be used with approval from the City Project Manager, whereas the Contractor contingency may be used at the contractor's discretion.
- Budget includes (2) Allowance Items which will only be used as mutually agreed to by all parties (Contractor/Owner/Engineer). These allowance items are as follows:
  - Dewatering
  - Trench Foundation Stabilization
- In an effort to complete the project in the shortest time possible, Emery & Sons will continue to solicit formal and informal bids for the scopes of work not subcontracted thus far. The remaining scopes of work will be solicited as follows:
  - Prepare and solicit formal bid packages for the remaining items of work, with an expected cost of \$100,000.00 or more. The bid results would be shared with the City Project Manager, with a recommendation from Emery & Sons for who to select as the successful bidder.
  - Prepare and solicit the remaining informal subcontractor bid packages for work with expected costs of less than \$100,000.00. A minimum of 3 bids to be solicited. The bid results would be shared with the City Project Manager, with a recommendation from Emery & Sons for who to select as the successful bidder.
  - Prepare and solicit the remaining informal (less than \$100,000.00) material supply bid packages for all work. A minimum of 3 bids will be solicited. The bid results



## **Emery & Sons** Construction Group, LLC

would be shared with the City Project Manager, with a recommendation from Emery & Sons for who to select as the successful bidder.

- Following Council approval, the bid packages would be awarded.
  - After solicitation of bid packages, and at a time approved by the Owner, the GMP will be amended to account for actual bid pricing.
- 
- For scopes of work where Emery & Sons did not received any supplier/subcontractor pricing, our budget includes an estimates for those particular scopes of work.
  - The GMP shall be accepted (or rejected) as a total amount with no individual part or line item being considered as “stand alone”. Therefore it is assumed that funds may be re-apportioned from one area/item to another, at the discretion of the Contractor to balance shortfalls against excesses within the overall GMP.
  - The GMP includes all work outlined in our detailed cost report (“Open Book” accounting). It is assumed that any items found not to be included in the detailed cost report will be eligible for additional reimbursement via project contingency.

### **Clarifications/Assumptions:**

- Materials costs are based on recently provided quotes from our material providers. It should be noted that materials costs and lead times are expected to rise significantly for wood and those products which rely on petroleum. Just recently, products that rely on resin have also experienced issues with lead times and costs. Therefore, the GMP will ultimately be based on the actual bid prices based on formal bid solicitations.
- All parties acknowledge that the project is being constructed during the COVID-19 pandemic, and that government imposed restrictions may affect the project. Contractor will use all reasonable means to mitigate these potential impacts, and will provide timely notice to Owner of any such impacts that are likely to occur.
- While Emery & Sons will make every effort to prevent scope gaps in the trade bid package evaluations, there is a potential for scope gaps between trades. Therefore it is assumed any scope gaps will be resolved/reconciled by using project contingency.
- It is assumed that all configurations and designs shown on the contract drawings satisfy the basic local code requirements without requiring further interpretation or verification by the Contractor.
- 3D Modeling and/or BIM detailing is NOT included.
- Excludes any escalation due to tariffs.
- Includes American Iron and Steel (AIS) requirements.
- Weather conditions which vary significantly from what is normally expected may affect project completion.
- It is assumed that the GMP will be approved and permits will be in hand in order to begin construction on or about Sep 15, 2021. Any delay to this start date could potentially result in a commensurate delay to project completion.



**Emery & Sons**  
Construction Group, LLC

Sincerely,

Brian Vinson, P.E.

Pre-Construction Manager/Alternative Delivery Manager

# Westside Sewer Inteceptor - 100% GMP



## Emery & Sons Construction Group, LLC

PO Box 13069

Salem, OR 97309

Contact: Tim Janesofsky -tim.janesofsky@emeryandsons.com

Phone: 503.588.7576

Fax: 503.371.6637

Quote To:

City of Lebanon

Attn:

Ron Whitlatch

Email:

rwhitlatch@ci.lebanon.or.us

Phone:

547.258.4269

OR CCB:

221536

Date of Plans:

June 30, 2021

Addendum:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>WSI EARLY WORK AMENDMENT</b>					
2	Preliminary Potholing & Test Holes (NTE)	1.00	LS	61,261.50	61,261.50
4	24in Sanitary Sewer Pipe Procurement	11,618.00	LF	59.63	692,781.34
6	30in Sanitary Sewer Pipe Procurement	1,340.00	LF	116.75	156,445.00
8	36in Sanitary Sewer Pipe Procurement	6,725.00	LF	175.06	1,177,278.50
<b>WSI EARLY WORK AMENDMENT</b>					<b>2,087,766.34</b>
<b>WSI SELF PERFORM BUDGETS</b>					
14	24in Sanitary Sewer Pipe Procurement - Increase	11,618.00	LF	12.45	144,644.10
16	30in Sanitary Sewer Pipe Procurement - Increase	1,340.00	LF	7.29	9,768.60
18	36in Sanitary Sewer Pipe Procurement - Increase	6,725.00	LF	23.20	156,020.00
20	Mobilization	1.00	LS	163,379.68	163,379.68
30	Survey & As Builts	1.00	LS	7,081.29	7,081.29
40	Removal of Structures & Obstruction	1.00	LS	87,886.62	87,886.62
50	Clearing & Grubbing	1.00	LS	50,751.12	50,751.12
60	Erosion Control Maintenance	1.00	LS	69,176.88	69,176.88
70	Gravel Construction Entrance	6.00	EA	4,287.90	25,727.40
80	Concrete Washout	2.00	EA	1,722.94	3,445.88
90	Inlet Protection	27.00	EA	161.36	4,356.72
100	Sediment Fence	14,800.00	LF	2.98	44,104.00
110	Straw Bales	40.00	EA	108.33	4,333.20
120	Drainage Ditch	1,100.00	LF	37.96	41,756.00
130	Slope Seeding & Mulching	3.00	ACRE	3,615.80	10,847.40
140	Temporary Traffic Control	1.00	LS	38,928.96	38,928.96
150	Dewatering	1.00	LS	91,848.61	91,848.61
160	Diversion of Flows / Bypass	1.00	LS	31,472.83	31,472.83
170	Excavation	16,634.00	CY	22.64	376,593.76
180	Embankment	175.00	CY	9.46	1,655.50
190	Subgrade Geotextile Fabric	17,435.00	SY	1.45	25,280.75
200	Aggregate Base	21,940.00	TON	23.49	515,370.60
210	Adjustment of Boxes	12.00	EA	288.25	3,459.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
220	Minor Manhole Adjustments	51.00	EA	344.28	17,558.28
230	12in Water Piping	2,597.00	LF	164.06	426,063.82
240	6in Water Piping	141.00	LF	143.50	20,233.50
250	12in Butterfly Valve	17.00	EA	2,162.14	36,756.38
260	8in Gate Valves	7.00	EA	1,569.43	10,986.01
270	6in Gate Valves	1.00	EA	1,115.33	1,115.33
280	Temporary Blowoff Assembly	2.00	EA	1,928.74	3,857.48
290	Permanent Blowoff Assembly	2.00	EA	2,231.89	4,463.78
300	Hydrant Assembly	6.00	EA	7,481.39	44,888.34
310	Water Services	45.00	EA	2,674.67	120,360.15
320	Hot Tap Existing Waterline	1.00	EA	9,164.24	9,164.24
330	12th Street Waterline Connection	1.00	LS	16,556.14	16,556.14
340	10th Street Waterline Connection	1.00	LS	15,769.06	15,769.06
350	9th Street Waterline Connection	1.00	LS	15,791.95	15,791.95
360	8th Street Waterline Connection	1.00	LS	16,113.14	16,113.14
370	7th Street Waterline Connection	1.00	LS	26,686.38	26,686.38
380	6th Street Waterline Connection	1.00	LS	17,820.07	17,820.07
385	4" Storm Sewer Pipnhg	73.00	LF	61.63	4,498.99
387	8" Storm Sewer Piping	118.00	LF	117.34	13,846.12
390	10in Storm Sewer Piping	515.00	LF	131.17	67,552.55
400	12in Storm Sewer Piping	184.00	LF	161.39	29,695.76
420	15in Storm Sewer Piping	610.00	LF	157.04	95,794.40
430	18in Storm Sewer Piping	165.00	LF	176.43	29,110.95
440	21in Storm Sewer Piping	274.00	LF	188.80	51,731.20
450	24in Storm Sewer Piping	873.00	LF	242.55	211,746.15
460	42in Storm Sewer Piping	11.00	LF	343.80	3,781.80
470	48in Storm Sewer Manhole	12.00	EA	7,657.89	91,894.68
480	72in Storm Sewer Manhole	1.00	EA	12,385.68	12,385.68
490	Concrete Inlets - Type G1	3.00	EA	2,413.62	7,240.86
500	Concrete Inlets - Type CG3	3.00	EA	2,908.25	8,724.75
502	Storm Inlet	2.00	EA	2,807.18	5,614.36
510	Remove/Replace Culverts	227.00	LF	330.65	75,057.55
520	8in Sanitary Sewer Piping	116.00	LF	218.25	25,317.00
530	12in Sanitary Sewer Piping	780.00	LF	224.36	175,000.80
540	24in Sanitary Sewer Piping	11,406.00	LF	349.18	3,982,747.08
550	30in Sanitary Sewer Piping	1,357.00	LF	584.83	793,614.31
560	36in Sanitary Sewer Piping	6,725.00	LF	470.89	3,166,735.25
570	42in Steel Casing by Trenchless Methods - Support	100.00	LF	1,172.00	117,200.00
580	48in Sanitary Sewer Manhole	2.00	EA	9,730.00	19,460.00
590	60in Sanitary Sewer Manhole	41.00	EA	14,857.00	609,137.00
600	72in Sanitary Sewer Manhole	15.00	EA	20,280.00	304,200.00
610	84in Sanitary Sewer Manhole	2.00	EA	26,776.00	53,552.00
620	Connect to Existing Structures	2.00	EA	5,574.93	11,149.86
630	Connect to Existing 36in Pipe	1.00	EA	4,181.43	4,181.43
640	Deep Riser Connection & Laterals	42.00	EA	6,980.00	293,160.00
650	Temporary Reconnect Services	42.00	EA	217.85	9,149.70
660	Outside Drop Assembly	2.00	EA	32,103.82	64,207.64

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
670	Temporary Trench Paving	1,715.00	TON	177.63	304,635.45
680	Grinding - Support	1,760.00	SY	12.56	22,105.60
690	Permanent Trench Prep	2,046.00	TON	127.20	260,251.20
700	Asphalt Driveway Prep	12,140.00	SF	3.89	47,224.60
710	Curb and Gutter Prep	4,864.00	LF	5.42	26,362.88
720	Sidewalk Prep	17,673.00	SF	3.65	64,506.45
730	ADA Ramps prep	16.00	EA	440.57	7,049.12
740	Concrete Driveways Prep	11,238.00	SF	7.58	85,184.04
750	Storm Water Facilities	4,004.00	SF	53.09	212,572.36
	<b>WSI SELF PERFORM BUDGETS</b>				<b>14,079,452.52</b>
	<b>WSI SUBCONTRACTOR BUDGETS</b>				
1000	Flagging	540.00	HRS	65.74	35,499.60
1010	42in Steel Casing by Trenchless Methods	100.00	LF	1,205.27	120,527.00
1020	Grinding	1,760.00	SY	8.77	15,435.20
1030	Permanent Trench Paving	2,046.00	TON	131.48	269,008.08
1040	5" AC Paving	4,529.00	TON	98.61	446,604.69
1042	2" AC Overlay	2,000.00	TN	98.61	197,220.00
1044	2" AC Inlay	196.00	TN	98.61	19,327.56
1050	Asphalt Driveways	18,448.00	SF	2.49	45,935.52
1060	Striping	1.00	LS	42,369.55	42,369.55
1070	Signage	1.00	LS	11,504.83	11,504.83
1080	Fence Removal & Replacement	600.00	LF	65.74	39,444.00
1090	Landscape Restoration	1.00	LS	71,384.73	71,384.73
1100	Materials Testing	1.00	LS	100,256.43	100,256.43
1110	Curb & Gutter	4,864.00	LF	32.87	159,879.68
1120	Sidewalks	17,763.00	SF	6.54	116,170.02
1130	ADA Ramps	16.00	EA	1,917.47	30,679.52
1140	Concrete Driveway	11,238.00	SF	9.86	110,806.68
	<b>WSI SUBCONTRACTOR BUDGETS</b>				<b>1,832,053.09</b>
	<b>WSI ALLOWANCES</b>				
2000	Trench Foundation Stabilization	1,000.00	CY	109.91	109,910.00
2010	Dewatering	1.00	LS	1,792,155.32	1,792,155.32
	<b>WSI ALLOWANCES</b>				<b>1,902,065.32</b>
	<b>100% GMP TOTAL (BASIS FOR CONTRACT)</b>				<b>19,901,337.27</b>
	<b>DEDUCTIVE UNIT PRICES</b>				
3000	24in Sanitary Sewer Pipe - Native Backfill Deduct	1.00	LF	-67.64	-67.64
3010	24in Sanitary Sewer Pipe - Reject Backfill Deduct	1.00	LF	-26.63	-26.63
3020	30in Sanitary Sewer Pipe - Native Backfill Deduct	1.00	LF	-120.31	-120.31
3030	30in Sanitary Sewer Pipe - Reject Backfill Deduct	1.00	LF	-46.71	-46.71
3040	36in Sanitary Sewer Pipe - Native Backfill Deduct	1.00	LF	-102.22	-102.22
3050	36in Sanitary Sewer Pipe - Reject Backfill Deduct	1.00	LF	-40.89	-40.89
<b>GRAND TOTAL</b>					<b>19,900,932.87</b>

Contract No: **18707**  
 Name: **CM/GC Westside Sewer Interceptor**

Estimate No: **SOV**  
 Pay Period **Schedule of Values**

Emery & Sons Construction Group, LLC		PROPOSED BID FROM CONTRACTOR FOR WORK TO BE COMPLETED				PREVIOUS WORK COMPLETED BY CONTRACTOR		WORK COMPLETED THIS MONTH BY CONTRACTOR		TOTAL WORK COMPLETED AND STORED BY CONTRACTOR		
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	\$ TOTAL	UNITS COMPLETE	\$ COMPLETE	UNITS COMPLETE	Net Paid to Contractor This Month	UNITS COMPLETE	\$ TOTAL COMPLETE	Percent Complete
<b>PRECONSTRUCTION SERVICES</b>												
1	Preconstruction Services	1	LS	\$ 30,400.00	\$ 30,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
<b>Subtotal - Precon Services (Not Subject to CM/GC Fee or Bonds/Insurance)</b>					\$ 30,400.00		\$ -		\$ -		\$ -	0.00%
<b>COST OF WORK</b>												
<b>Early Work Amendment</b>												
2	Preliminary Potholing & Test Holes (NTE)	1	LS	\$ 61,261.50	\$ 61,261.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
4	24in Sanitary Sewer Pipe Procurement	11618	LF	\$ 59.63	\$ 692,781.34	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
6	30in Sanitary Sewer Pipe Procurement	1340	LF	\$ 116.75	\$ 156,445.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
8	36in Sanitary Sewer Pipe Procurement	6725	LF	\$ 175.06	\$ 1,177,278.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
<b>Subtotal - Early Work Amendment</b>					\$ 2,087,766.34		\$ -		\$ -		\$ -	0.00%
<b>BASE GMP</b>												
14	24in Sanitary Sewer Pipe Procurement	11618	LF	\$ 12.45	\$ 144,644.10	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
16	30in Sanitary Sewer Pipe Procurement	1340	LF	\$ 7.29	\$ 9,768.60	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
18	36in Sanitary Sewer Pipe Procurement	6725	LF	\$ 23.20	\$ 156,020.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
20	Mobilization	1	LS	\$ 163,379.68	\$ 163,379.68	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
30	Survey & As Builts	1	LS	\$ 7,081.29	\$ 7,081.29	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
40	Removal of Structures & Obstruction	1	LS	\$ 87,886.62	\$ 87,886.62	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
50	Clearing & Grubbing	1	LS	\$ 50,751.12	\$ 50,751.12	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
60	Erosion Control Maintenance	1	LS	\$ 69,176.88	\$ 69,176.88	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
70	Gravel Construction Entrance	6	EA	\$ 4,287.90	\$ 25,727.40	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
80	Concrete Washout	2	EA	\$ 1,722.94	\$ 3,445.88	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
90	Inlet Protection	27	EA	\$ 161.36	\$ 4,356.72	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
100	Sediment Fence	14800	LF	\$ 2.98	\$ 44,104.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
110	Straw Bales	40	EA	\$ 108.33	\$ 4,333.20	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
120	Drainage Ditch	1100	LF	\$ 37.96	\$ 41,756.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
130	Slope Seeding & Mulching	3	ACRE	\$ 3,615.80	\$ 10,847.40	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
140	Temporary Traffic Control	1	LS	\$ 38,928.96	\$ 38,928.96	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
150	Dewatering	1	LS	\$ 91,848.61	\$ 91,848.61	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
160	Diversion of Flows / Bypass	1	LS	\$ 31,472.83	\$ 31,472.83	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
170	Excavation	16634	CY	\$ 22.64	\$ 376,593.76	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
180	Embankment	175	CY	\$ 9.46	\$ 1,655.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
190	Subgrade Geotextile Fabric	17435	SY	\$ 1.45	\$ 25,280.75	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
200	Aggregate Base	21940	TON	\$ 23.49	\$ 515,370.60	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
210	Adjustment of Boxes	12	EA	\$ 288.25	\$ 3,459.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
220	Minor Manhole Adjustments	51	EA	\$ 344.28	\$ 17,558.28	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
230	12in Water Piping	2597	LF	\$ 164.06	\$ 426,063.82	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
240	6in Water Piping	141	LF	\$ 143.50	\$ 20,233.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
250	12in Butterfly Valve	17	EA	\$ 2,162.14	\$ 36,756.38	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
260	8in Gate Valves	7	EA	\$ 1,569.43	\$ 10,986.01	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
270	6in Gate Valves	1	EA	\$ 1,115.33	\$ 1,115.33	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
280	Temporary Blowoff Assembly	2	EA	\$ 1,928.74	\$ 3,857.48	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
290	Permanent Blowoff Assembly	2	EA	\$ 2,231.89	\$ 4,463.78	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
300	Hydrant Assembly	6	EA	\$ 7,481.39	\$ 44,888.34	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%

Contract No: **18707**  
 Name: **CM/GC Westside Sewer Interceptor**

Estimate No: **SOV**  
 Pay Period **Schedule of Values**

Emery & Sons Construction Group, LLC		PROPOSED BID FROM CONTRACTOR FOR WORK TO BE COMPLETED				PREVIOUS WORK COMPLETED BY CONTRACTOR		WORK COMPLETED THIS MONTH BY CONTRACTOR		TOTAL WORK COMPLETED AND STORED BY CONTRACTOR		
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	\$ TOTAL	UNITS COMPLETE	\$ COMPLETE	UNITS COMPLETE	Net Paid to Contractor This Month	UNITS COMPLETE	\$ TOTAL COMPLETE	Percent Complete
310	Water Services	45	EA	\$ 2,674.67	\$ 120,360.15	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
320	Hot Tap Existing Waterline	1	EA	\$ 9,164.24	\$ 9,164.24	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
330	12th Street Waterline Connection	1	LS	\$ 16,556.14	\$ 16,556.14	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
340	10th Street Waterline Connection	1	LS	\$ 15,769.06	\$ 15,769.06	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
350	9th Street Waterline Connection	1	LS	\$ 15,791.95	\$ 15,791.95	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
360	8th Street Waterline Connection	1	LS	\$ 16,113.14	\$ 16,113.14	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
370	7th Street Waterline Connection	1	LS	\$ 26,686.38	\$ 26,686.38	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
380	6th Street Waterline Connection	1	LS	\$ 17,820.07	\$ 17,820.07	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
385	4" Storm Sewer Pipnhg	73	LF	\$ 61.63	\$ 4,498.99	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
387	8" Storm Sewer Piping	118	LF	\$ 117.34	\$ 13,846.12	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
390	10in Storm Sewer Piping	515	LF	\$ 131.17	\$ 67,552.55	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
400	12in Storm Sewer Piping	184	LF	\$ 161.39	\$ 29,695.76	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
420	15in Storm Sewer Piping	610	LF	\$ 157.04	\$ 95,794.40	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
430	18in Storm Sewer Piping	165	LF	\$ 176.43	\$ 29,110.95	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
440	21in Storm Sewer Piping	274	LF	\$ 188.80	\$ 51,731.20	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
450	24in Storm Sewer Piping	873	LF	\$ 242.55	\$ 211,746.15	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
460	42in Storm Sewer Piping	11	LF	\$ 343.80	\$ 3,781.80	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
470	48in Storm Sewer Manhole	12	EA	\$ 7,657.89	\$ 91,894.68	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
480	72in Storm Sewer Manhole	1	EA	\$ 12,385.68	\$ 12,385.68	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
490	Concrete Inlets - Type G1	3	EA	\$ 2,413.62	\$ 7,240.86	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
500	Concrete Inlets - Type CG3	3	EA	\$ 2,908.25	\$ 8,724.75	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
502	Storm Inlet	2	EA	\$ 2,807.18	\$ 5,614.36	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
510	Remove/Replace Culverts	227	LF	\$ 330.65	\$ 75,057.55	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
520	8in Sanitary Sewer Piping	116	LF	\$ 218.25	\$ 25,317.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
530	12in Sanitary Sewer Piping	780	LF	\$ 224.36	\$ 175,000.80	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
540	24in Sanitary Sewer Piping	11406	LF	\$ 349.18	\$ 3,982,747.08	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
550	30in Sanitary Sewer Piping	1357	LF	\$ 584.83	\$ 793,614.31	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
560	36in Sanitary Sewer Piping	6725	LF	\$ 470.89	\$ 3,166,735.25	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
570	42in Steel Casing by Trenchless Methods - Support	100	LF	\$ 1,172.00	\$ 117,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
580	48in Sanitary Sewer Manhole	2	EA	\$ 9,730.00	\$ 19,460.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
590	60in Sanitary Sewer Manhole	41	EA	\$ 14,857.00	\$ 609,137.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
600	72in Sanitary Sewer Manhole	15	EA	\$ 20,280.00	\$ 304,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
610	84in Sanitary Sewer Manhole	2	EA	\$ 26,776.00	\$ 53,552.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
620	Connect to Existing Structures	2	EA	\$ 5,574.93	\$ 11,149.86	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
630	Connect to Existing 36in Pipe	1	EA	\$ 4,181.43	\$ 4,181.43	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
640	Deep Riser Connection & Laterals	42	EA	\$ 6,980.00	\$ 293,160.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
650	Temporary Reconnect Services	42	EA	\$ 217.85	\$ 9,149.70	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
660	Outside Drop Assembly	2	EA	\$ 32,103.82	\$ 64,207.64	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
670	Temporary Trench Paving	1715	TON	\$ 177.63	\$ 304,635.45	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
680	Grinding - Support	1760	SY	\$ 12.56	\$ 22,105.60	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
690	Permanent Trench Prep	2046	TON	\$ 127.20	\$ 260,251.20	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
700	Asphalt Driveway Prep	12140	SF	\$ 3.89	\$ 47,224.60	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
710	Curb and Gutter Prep	4864	LF	\$ 5.42	\$ 26,362.88	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
720	Sidewalk Prep	17673	SF	\$ 3.65	\$ 64,506.45	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%



<b>Contract No:</b> 18707 <b>Name:</b> CM/GC Westside Sewer Interceptor	<b>Estimate No:</b> SOV <b>Pay Period:</b> Schedule of Values
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Emery & Sons Construction Group, LLC		PROPOSED BID FROM CONTRACTOR FOR WORK TO BE COMPLETED				PREVIOUS WORK COMPLETED BY CONTRACTOR		WORK COMPLETED THIS MONTH BY CONTRACTOR		TOTAL WORK COMPLETED AND STORED BY CONTRACTOR		
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	\$ TOTAL	UNITS COMPLETE	\$ COMPLETE	UNITS COMPLETE	Net Paid to Contractor This Month	UNITS COMPLETE	\$ TOTAL COMPLETE	Percent Complete
730	ADA Ramps prep	16	EA	\$ 440.57	\$ 7,049.12	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
740	Concrete Driveways Prep	11238	SF	\$ 7.58	\$ 85,184.04	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
750	Storm Water Facilities	4004	SF	\$ 53.09	\$ 212,572.36	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
<b>Subtotal - Base GMP</b>					\$ 14,079,452.52		\$ -		\$ -		\$ -	0.00%
<b>SUBCONTRACTOR BUDGETS</b>												
1000	Flagging	540	HRS	\$ 65.74	\$ 35,499.60	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
1010	42in Steel Casing by Trenchless Methods	100	LF	\$ 1,205.27	\$ 120,527.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
1020	Grinding	1760	SY	\$ 8.77	\$ 15,435.20	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
1030	Permanent Trench Paving	2046	TON	\$ 131.48	\$ 269,008.08	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
1040	5" AC Paving	4529	TON	\$ 98.61	\$ 446,604.69	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
1042	2" AC Overlay	2000	TN	\$ 98.61	\$ 197,220.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
1044	2" AC Inlay	196	TN	\$ 98.61	\$ 19,327.56	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
1050	Asphalt Driveways	18448	SF	\$ 2.49	\$ 45,935.52	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
1060	Striping	1	LS	\$ 42,369.55	\$ 42,369.55	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
1070	Signage	1	LS	\$ 11,504.83	\$ 11,504.83	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
1080	Fence Removal & Replacement	600	LF	\$ 65.74	\$ 39,444.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
1090	Landscape Restoration	1	LS	\$ 71,384.73	\$ 71,384.73	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
1100	Materials Testing	1	LS	\$ 100,256.43	\$ 100,256.43	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
1110	Curb & Gutter	4864	LF	\$ 32.87	\$ 159,879.68	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
1120	Sidewalks	17763	SF	\$ 6.54	\$ 116,170.02	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
1130	ADA Ramps	16	EA	\$ 1,917.47	\$ 30,679.52	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
1140	Concrete Driveway	11238	SF	\$ 9.86	\$ 110,806.68	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
<b>Subtotal - Subcontractor Budgets</b>					\$ 1,832,053.09		\$ -		\$ -		\$ -	0.00%
<b>ALLOWANCES</b>												
2000	Trench Foundation Stabilization - Pipe Installation	1000	CY	\$ 109.91	\$ 109,910.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
2010	Dewatering	1	LS	\$ 1,792,155.32	\$ 1,792,155.32	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
<b>Subtotal - Allowances</b>					\$ 1,902,065.32		\$ -		\$ -		\$ -	0.00%
<b>DEDUCTIVE UNIT PRICES</b>												
3000	24in Sanitary Sewer Pipe - Native Backfill Deduct	0	LF	\$ (67.64)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
3010	24in Sanitary Sewer Pipe - Reject Backfill Deduct	0	LF	\$ (26.63)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
3020	30in Sanitary Sewer Pipe - Native Backfill Deduct	0	LF	\$ (120.31)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
3030	30in Sanitary Sewer Pipe - Reject Backfill Deduct	0	LF	\$ (46.71)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
3040	36in Sanitary Sewer Pipe - Native Backfill Deduct	0	LF	\$ (102.22)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
3050	36in Sanitary Sewer Pipe - Reject Backfill Deduct	0	LF	\$ (40.89)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
<b>Subtotal - Allowances</b>					\$ -		\$ -		\$ -		\$ -	0.00%
<b>Subtotal - Cost of Work (With Allowable Markups, Bonds, and Insurance)</b>					\$ 19,901,337.27		\$ -		\$ -		\$ -	0.00%
<b>Owner's Contingency (5% of Cost of Work)</b>			5%	\$ 995,066.86	\$ 995,066.86		\$ -		\$ -		\$ 0.00	0.00%
<b>Contractor's Contingency (2% of Cost of Work)</b>			2%	\$ 398,026.75	\$ 398,026.75		\$ -		\$ -		\$ 0.00	0.00%
<b>Total To Date Cost of Work including CM/GC Fee, Bonds/Insurance, General Conditions and Contingencies</b>					\$ 21,294,430.88		\$ -		\$ -		\$ -	0.00%
<b>Preconstruction Services</b>		1	LS	\$ 30,400.00	\$ 30,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00%
<b>Total GMP Including Preconstruction Services</b>					\$ 21,324,830.88		\$ -		\$ -		\$ -	0.00%

Contract No: **18707**  
 Name: **CM/GC Westside Sewer Interceptor**

Estimate No: **SOV**  
 Pay Period **Schedule of Values**

Emery & Sons Construction Group, LLC		PROPOSED BID FROM CONTRACTOR FOR WORK TO BE COMPLETED				PREVIOUS WORK COMPLETED BY CONTRACTOR		WORK COMPLETED THIS MONTH BY CONTRACTOR		TOTAL WORK COMPLETED AND STORED BY CONTRACTOR		
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	\$ TOTAL	UNITS COMPLETE	\$ COMPLETE	UNITS COMPLETE	Net Paid to Contractor This Month	UNITS COMPLETE	\$ TOTAL COMPLETE	Percent Complete
								<u>PREVIOUS PAYMENTS</u>				
	TOTAL AMOUNT COMPLETE TO DATE	\$	-					AMOUNT	Comments			
	LESS PREVIOUS PAYMENT	\$	-			Payment 1	\$ -		Comments			
						Payment 2	\$ -		Comments			
	<b>DUE THIS ESTIMATE</b>	\$	-			Payment 3	\$ -		Comments			
	PERCENT OF PROJECT COMPLETE		0.00%			Payment 4	\$ -		Comments			
						Payment 5	\$ -		Comments			
						Payment 6	\$ -		Comments			
						Payment 7	\$ -		Comments			
						Payment 8	\$ -		Comments			
						Payment 9	\$ -		Comments			
						Payment 10	\$ -		Comments			
						Payment 11	\$ -		Comments			
						Payment 12	\$ -		Comments			
						Payment 13	\$ -		Comments			
						Payment 14	\$ -		Comments			
						Payment 15	\$ -		Comments			
						Payment 16	\$ -		Comments			

# Agenda Item 6



925 S. Main Street  
Lebanon, Oregon 97355

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# MEMORANDUM

*Community Development*

To: Mayor Aziz and City Council  
From: Kelly Hart, Community Development Director  
Subject: Arts Commission Transition and Funding Agreement

Date: August 31, 2021

## I. INTRODUCTION

During the August 2021 City Council meeting, the Council directed staff to transition the Arts Commission function to the Lebanon Downtown Association (LDA). The final steps identified included drafting a transition agreement and the one-time funding of \$8,000 to the LDA for the work associated with the transition, and to draft an ordinance to dissolve the arts commission as a function of the City.

## II. CURRENT REPORT

The Transition Agreement has been attached to this report for consideration. The Agreement includes:

1. Identification of the roles and responsibilities being transitioned to the LDA;
2. The LDA's ability to modify, eliminate or add to the current Arts Program based on success and funding availability;
3. The City's role on the Arts Commission board as a non-voting member;
4. The establishment of the LDA as the responsible party for commissioning and selecting art to be displayed in public places;
5. Where and how the art is to be displayed in Strawberry Plaza; and
6. The one-time funding source of \$8,000 for the transition of the Arts Commission to LDA.

The Agreement has been drafted by the City Attorney's Office to ensure appropriate legal form and indemnification has been included. The Agreement has also been reviewed by the Public Works Department to ensure all maintenance conditions are met. Finally, the Agreement has been reviewed and agreed upon by the LDA.

If the City Council approves the agreement, included for consideration is a proposed ordinance to repeal Ordinance Bill No. 2016-17, Ordinance No. 2886 along with Chapter 2.18 of the Lebanon Municipal Code. With the adoption of the proposed Ordinance, the Lebanon Arts Commission will no longer be established as a Commission of the City of Lebanon.

### III. RECOMMENDATION

1. Council approve the Transition and Funding Agreement; and
2. Council approve Ordinance Bill No. 2021-14, Ordinance No. 2970.

## **ARTS COMMISSION TRANSITION AND FUNDING AGREEMENT**

This Agreement is entered into this \_\_\_ day of September, 2021, 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 Downtown Association, a domestic non-profit corporation organized under the laws of the State of Oregon, with its mailing address at 680 S. Main St., Lebanon, 97355, Linn County, Oregon, hereinafter referred to as "LDA".

### **RECITALS**

WHEREAS, the Lebanon Municipal Code, Chapter 2.18, established the Lebanon Arts Commission (LAC) to promote the educational, cultural, economic and general welfare of Lebanon by actively pursuing the placement of public art in public spaces within city limits; and

WHEREAS, changes to staffing have made it difficult for the City to maintain and support the LAC at levels that have been previously provided; and

WHEREAS, the LDA has the ability to support and promote the LAC and desires to undertake the responsibilities associated with the LAC as part of its function for the City of Lebanon; and

WHEREAS, the City desires to use the services of LDA to continue the function of the LAC, and support the City's original goals in establishing the LAC.

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

1. The City agrees to transfer the roles and responsibilities of the Lebanon Arts Commission to the LDA to house and control as part of the LDA's organization.
2. The LDA shall take over the roles and responsibilities of the LAC as previously defined in the 2040 vision plan. The City will no longer bear responsibility for the development or administering of the LAC or any of its programs. The LDA will be responsible for maintaining current programs with the ability to modify or eliminate such programs and the ability to develop new programs as the LDA deems to be in the best interest of the LAC and its goals.
3. The LDA shall determine membership of the commission, with the City maintaining

a participatory, non-voting role in the Commission to act as a liaison between the Commission and City staff in evaluating projects and events, and assist with the coordination and permitting requirements for such events in public areas.

4. All artwork displayed by the LAC shall be commissioned by the LDA. The LDA shall maintain full responsibility for the content and evaluation of such art. The City shall have no involvement with the style of art chosen, or a determination regarding the taste, quality, or speech associated with such art.
  - a. The LDA agrees to take over the responsibilities of the Strawberry Plaza Art Board Program. The LDA shall be responsible for the procurement of the art boards, solicitation of artists, approving the design proposals and coordinating the transportation process. The LDA shall put together a rotation schedule, in consult with the City to efficiently schedule board installations.
  - b. The location and display of the art boards in the plaza shall be in compliance with previous standards, including prohibition of projections or 3D displays on the art board, and limiting the art medium to paint or similar materials to limit the weight of the boards. A total of six art boards at the size of 4 feet by 8 feet are currently programmed for display in the Plaza. The LDA shall identify to the City the number of boards to be displayed horizontally or vertically. Once identified, the board display orientation would not be able to be altered. The display frames for the art boards will remain the property of the City.
  - c. The LDA may propose additional art installations within the Strawberry Plaza or other public areas, and the City will evaluate the request and accommodate when possible upon evaluation of public safety requirements.
  - d. The LDA shall have access to the public plaza for LAC related events, following the issuance of a no-fee permit.
  - e. The LDA shall be responsible for the costs of any damage caused to the park through the process of displaying art, and/or art related events.
  - f. The Public Works Department agrees to continue to store the art boards, paint the boards with primer to prepare boards for the artists, and hang the boards in the plaza once completed.
5. The art produced in association with LAC events shall be the property of the LDA. The LDA shall have full discretion to establish agreements with the artists on the final ownership of the art, and any proceeds that the artist will receive from the sale of such art.
6. The LDA has complete control over fundraising, auctions, and funding of the commission. All proceeds received by the LDA from the sale of any art in the public places shall be revenue to the LDA, and the City shall have no right to any portion of the proceeds earned.
7. To facilitate the transfer, the City will provide a one-time funding payment of \$8,000 to the LDA to cover start-up and administrative costs. Funding for this payment will come out of the Community Development and Administration budgets for 2021/2022, with the form, method and timing of funding to be determined by the City. The LDA agrees to use the provided funding, to develop and promote events in support of the LAC and its functions.

8. LDA agrees to indemnify, defend and hold harmless the City, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs and expenses arising out of or resulting from the negligent or intentional acts, errors or omissions of LDA, its officers, employees or agents.
9. LDA agrees to comply with the provisions of all Federal, State and local laws and ordinances that are applicable to the performance under this contract. LDA shall comply with ORS 656.017 and provide Worker's Compensation coverage for all of its subject workers.
10. It is mutually agreed by the parties:
  - a. All funds paid to LDA pursuant to this agreement shall be used only as may be provided in this agreement, or according to law.
  - b. The parties agree that at all times herein, LDA is not an agent of the City. Accordingly, LDA, while providing labor or services, is free from the direction and control over the means and manner of providing the labor or services, subject only to the right of the City to specify the desired results. LDA assumes and continues to have any and all responsibility for paying its employees, withholding federal and state mandated income taxes, and making all necessary reports of the same to the government entities as required by law.
  - c. LDA agrees not to discriminate on the basis of race, religion, sex, color, mental or physical handicap or national origin in the enforcement and execution of this agreement.
  - d. A waiver of any breach of any provision of this agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this agreement

IN WITNESS WHEREOF, the parties have executed this Agreement at Linn County, Oregon, the day and year first above written.

*City of Lebanon:*

*Lebanon Downtown Association*

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Nancy Brewer, Interim City Manager

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Yvette Meyer, President

---

Paul Aziz, Mayor



# Agenda Item 7



# Agenda Item 8



925 S. Main Street  
Lebanon, Oregon 97355

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

# MEMORANDUM

## *Community Development*

To: Mayor Aziz and City Council  
From: Kelly Hart, Community Development Director  
Subject: A Resolution to authorize submittal of a Department of Land Conservation and Development (DLCD) Community Assistance Grant  
Date: August 31, 2021

### I. INTRODUCTION

The City of Lebanon's current comprehensive plan was adopted by the City Council in December 2004. Comprehensive Plans generally sunset after a 20-year cycle, or end of 2024. The process of updating a comprehensive plan requires a significant amount of planning studies to be completed, including an economic opportunity analysis among many others. Along with the planning studies includes extensive public outreach and community input. This process requires significant coordination, staff time and consultant expertise to complete. To help fund the endeavor, the Department of Land Conservation and Development provides Community Assistance Grants on a biennium cycle. The latest community assistance grant funding has been made available with a grant application deadline of October 1, 2021 for the 2021-2023 funding cycle.

### II. CURRENT REPORT

City staff is preparing an application for the DLCD Planning Assistance Grant for funding to hire a consultant to assist with an Economic Opportunity Analysis and/or the initiation of the Comprehensive Plan Update process. As part of the application and City procedures, a resolution of support from the City Council is required. Attached for consideration is a draft resolution.

### III. RECOMMENDATION

1. Approve Resolution No. 2021-21 authorizing staff to submit an application for the DLCD Community Assistance Grant and authorize the City Manager to sign any required documents.

**A RESOLUTION AUTHORIZING SUBMITTAL OF ) RESOLUTION NO. 2021-21**  
**AN APPLICATION FOR THE DLCD COMMUNITY )**  
**ASSISTANCE GRANT AND AUTHORIZING THE CITY )**  
**MANAGER TO SIGN ALL APPROPRIATE )**  
**ASSOCIATED DOCUMENTS )**

**WHEREAS**, the City of Lebanon's current comprehensive plan was adopted by the City Council in December 2004. Comprehensive Plans generally sunset after a 20-year cycle. The process of updating a comprehensive plan requires a significant amount of planning studies to be completed, including an economic opportunity analysis among many others. Along with the planning studies includes extensive public outreach and community input. This process requires significant coordination, staff time and consultant expertise to complete. To help fund the endeavor, the Department of Land Conservation and Development provides Community Assistance Grants on a biennium cycle; and

**WHEREAS**, the grant will provide funding assistance to hire a consultant to assist the City in the development of an Economic Opportunity Analysis or initiate the Comprehensive Plan update process.

**NOW, THEREFORE, BE IT RESOLVED** the Council of the City of Lebanon herein authorizes the staff to submit an application for the 2021-2023 Community Assistance Grant.

**SECTION 1.** The Lebanon City Council will accept any DLCD award resulting from this application.

**SECTION 2.** This Resolution shall be effective immediately upon its passage.

Passed by the Lebanon City Council and executed by the Mayor on this 8<sup>th</sup> day of September 2021 by a vote of \_\_\_\_ yeas and \_\_\_\_ nays.

CITY OF LEBANON, OREGON

\_\_\_\_\_  
Paul R. Aziz, Mayor   
Jason Bolen, Council President

ATTESTED BY:

\_\_\_\_\_  
Kim Scheafer, MMC, City Recorder

# Agenda Item 9



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: September 1, 2021

From: Ron Whitlatch, Engineering Services Director

Subject: **Approval to Award Contract and Resolution to Appropriate Funds**  
Lebanon City Hall and Senior Center Needs Assessment  
Project No. 21708

## I. INTRODUCTION

In December of 2019, the City Council approved the Lebanon Facilities Master plan update completed by Mackenzie (Professional Architecture Firm). This update was primarily focused on the siting of a new City Hall and options for the existing Water Treatment Plant site on Second Street. The update indicates that the best location for a new City Hall is at Academy Square in close proximity to a majority of City Facilities.

City Staff is currently looking at options for funding a new City Hall. One attractive option currently being investigated, is to go through a major amendment to the North Gateway Urban Renewal District (URD). The amendment would add the construction of a new City Hall to the project plan of the URD and increase the Maximum Indebtedness to provide the ability for funding.

In order to get a good handle on costs for a new City Hall, the City is proposing to enter into a contract with Mackenzie. The attached scope of work will provide a conceptual design, needs assessment (size), and costs for constructing a new City hall. The scope provided will also include a condition assessment and costs associated with upgrades to the Senior Center Building (Senior Center upgrades are currently incorporated in the project plan of the North Gateway URD).

In order to pay for the costs of the Needs Assessment Study, Staff is requesting that City Council authorize an appropriation transfer of \$250,000 we originally budgeted as a transfer from the general fund to the equipment acquisition and replacement fund to be saved for a future City Hall project. This will also provide additional funding if we determine we need to pursue any additional work discussed in task 2.1 of the scope of work.

## III. RECOMMENDATION

This memo requests a City Council motion to approve the Lebanon Public Facilities Master Plan: Needs Assessment contract for \$98,238.00 and a motion to adopt resolution 2021-20 Authorizing a Budget Appropriation Transfer.



STANDARD TERMS AND CONDITIONS  
FOR AGREEMENT TO PROVIDE  
CONSULTING SERVICES TO THE  
CITY OF LEBANON, OREGON

**CITY HALL & SENIOR CENTER NEEDS ASSESSEMENT  
PROJECT NO. 21708**

**ARTICLE I: SCOPE**

For consideration set forth in Article V, the firm of MACKENZIE, a professional architecture firm, hereinafter referred to as the CONSULTANT, agrees to provide engineering services to the City of Lebanon, Oregon, a municipal corporation, hereinafter referred to as the CITY, for the services described in Attachment 'A', which is hereby incorporated into this Agreement by this reference as if fully set forth at this point. Unless modified in writing as set forth in Article II by the parties hereto, the duties of the CONSULTANT and the CITY shall not be construed to exceed those services and duties specifically set forth in this Agreement.

**ARTICLE II: MODIFICATIONS**

The CITY and the CONSULTANT shall not make modifications to the attached exhibit or these Standard Terms and Conditions except in writing as an Amendment to the Agreement. Said modifications shall be agreed to by both parties, with the scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications which do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

**ARTICLE III: RESPONSIBILITIES OF THE CONSULTANT**

- A. Notice to Proceed: The CONSULTANT will not begin work on any of the duties and services listed in Article I until the CITY directs in writing to proceed. Authorization to proceed on additional services not defined in Article I shall be in the form of an Amendment as defined in Article II.
- B. Level of Competence: The CONSULTANT is employed to render professional services and shall be responsible, to the level of competence presently maintained by other practicing professional engineering firms in good standing and engaged in the same type of professional services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Agreement.
- C. Access to Records: The CONSULTANT agrees to preserve and maintain for at least three years after final payment under this contract, any directly pertinent books, documents, papers and records generated by or provided to the CONSULTANT in the course of the performance of its duties under the terms of this contract. The CONSULTANT further agrees that the CITY, or any of its duly authorized



RE: **AGREEMENT TO PROVIDE CONSULTING SERVICES – Mackenzie City Hall & Senior Center Needs Assessment – Project No. 21708**

representatives, shall, during said period, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts.

- D. Ownership of Documents: Upon completion of this Agreement and compensation to the CONSULTANT, all data, drawings and documents, including digital information, shall become the property of the CITY. The CITY will exercise discretion in any re-use of said documents and agrees to hold harmless the CONSULTANT for any application of documents for any purpose other than the originally intended use.
- E. Compliance with Applicable Law: The CONSULTANT covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279A.010, et seq, as though each obligation or condition were set forth fully herein. In addition, if this contract calls for a public improvement as that term is defined by ORS 279A.010(1)(cc), the CONSULTANT further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279A.010(1)(aa) as though each obligation or condition were set forth fully herein. In addition, the CONSULTANT covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to the CITY for projects of the type in question in effect at the time the services are performed.

The CONSULTANT, its subconsultants, if any, and all employers working under this agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers.

#### **ARTICLE IV: RESPONSIBILITIES OF THE CITY**

- A. Authorization to Proceed: The CITY shall authorize the CONSULTANT in writing to proceed prior to the CONSULTANT starting work on any services listed in Article I.
- B. Access to Records, Facilities and Property: The CITY shall comply with reasonable requests from the CONSULTANT for inspection or access to CITY records, facilities, and properties.
- C. Timely Review: The CITY shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain the advice of an attorney, insurance counselor, accountant, auditor, and other consultants as the CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of the CONSULTANT.

#### **ARTICLE V: COMPENSATION**

The CITY agrees to pay for the services in Article I in accordance with the compensation provisions in this Agreement. As consideration for providing the engineering services as defined in Article I, the CITY will pay the CONSULTANT for actual hours worked by position

RE: **AGREEMENT TO PROVIDE CONSULTING SERVICES – Mackenzie  
City Hall & Senior Center Needs Assessment – Project No. 21708**

or crew, and for office and field supplies, at the applicable rates listed herein. There will be no compensation for the operation of company-owned vehicles. Compensation for other direct expenses will be at cost plus 10 percent. The total compensation for all services, including reimbursable expenses shall not exceed a total of **\$98,238.00** (as shown in Attachment 'A') without prior written authorization from the CITY.

Payment will be made within 30 days after the receipt of billing for each service rendered during the month. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of 1 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. The CITY has the right to appeal or ask for clarification on any CONSULTANT billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with Article V.

#### **ARTICLE VI: INDEMNIFICATION**

The CONSULTANT 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 caused by the negligent or intentional misconduct, errors, or omissions of the CONSULTANT, its officers, employees, or agents.

#### **ARTICLE VII: INSURANCE**

The CONSULTANT shall obtain at CONSULTANT's expense the insurance specified under this agreement prior to performing under this contract and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods. CONSULTANT shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CITY.

- A. Commercial General Liability insurance covering bodily injury, death and property damage on an Occurrence Form providing not less than \$1,000,000 per occurrence for bodily injury and property damage with not less than a \$2,000,000 General Aggregate. The CITY, its agents, officers and employees shall be listed as an "Additional Insured" as respects this Agreement.
- B. Automobile Liability insurance covering all owned, non-owned, or hired vehicles providing not less than a \$1,000,000 per occurrence limit for any owned, non-owned or hired autos.

RE: **AGREEMENT TO PROVIDE CONSULTING SERVICES – Mackenzie  
City Hall & Senior Center Needs Assessment – Project No. 21708**

- C. Workers' Compensation insurance as required by Oregon Revised Statutes and including Employers' Liability insurance with limits not less than \$500,000.
- D. Professional Liability insurance with a limit not less than \$100,000 per occurrence and \$300,000 aggregate.

The CONSULTANT shall provide the CITY Certificates of Insurance for each of the required insurance coverages prior to providing any services under this Agreement. Each certificate shall provide 30 days' notice of cancellation.

### **ARTICLE VIII: ASSIGNMENT**

This Agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other, which shall not be unreasonably withheld. No assignment of this Agreement shall be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this Agreement.

Use of subconsultants by the CONSULTANT or subsidiary or affiliate firms of the CONSULTANT for technical or professional services shall not be considered an assignment of a portion of this Agreement, and the CONSULTANT shall remain fully responsible for the work performed, whether such performance is by the CONSULTANT or subconsultants. No subconsultants shall be used without the written approval of the CITY.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

### **ARTICLE IX: INTEGRATION**

These terms and conditions and the Agreement to which they are attached represent the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing as specified in Article II.

### **ARTICLE X: SUSPENSION OF WORK**

The CITY may suspend, in writing, and without cause, all or a portion of the work under this Agreement. The CONSULTANT may request that the work be suspended by notifying the CITY, in writing, of circumstances that are interfering with the progress of work. The CONSULTANT may suspend work on the project in the event the CITY does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

RE: **AGREEMENT TO PROVIDE CONSULTING SERVICES – Mackenzie  
City Hall & Senior Center Needs Assessment – Project No. 21708**

#### **ARTICLE XI: TERMINATION OF WORK**

The CITY may terminate all or a portion of the work covered by this Agreement for its convenience. Either party may terminate work if the other party fails to substantially perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days' prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the CONSULTANT shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 10 percent of the time expended on the terminated portion of the project prior to the effective date of termination. The CONSULTANT shall be compensated for work performed prior to the effective date of termination plus the work required for filing and closing as described in this Article. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

#### **ARTICLE XII: FORCE MAJEURE**

Neither the CITY nor the CONSULTANT shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond *the control of the other* or the other's employees and agents.

#### **ARTICLE XIII: DISPUTE COSTS**

In the event either party brings action to enforce the terms of this Agreement or to seek damages for its breach, or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, incurred therein, including such costs and fees as may be required on appeal.

#### **ARTICLE XIV: COURT OF JURISDICTION**

The laws of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in Linn County, Oregon.

RE: **AGREEMENT TO PROVIDE CONSULTING SERVICES – Mackenzie  
City Hall & Senior Center Needs Assessment – Project No. 21708**

**MACKENZIE:**

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*City, State, Zip*

\_\_\_\_\_  
*Telephone*

\_\_\_\_\_  
*Corporation Tax No. (If Incorporated)*

\_\_\_\_\_  
*Social Security Number (If Individual)*

**CITY OF LEBANON, OREGON:**

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

\_\_\_\_\_  
*Signature*

Paul R. Aziz  
\_\_\_\_\_  
*Print Name*

Mayor  
\_\_\_\_\_  
*Title*

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

\_\_\_\_\_  
*Signature*

Nancy Brewer  
\_\_\_\_\_  
*Print Name*

City Manager  
\_\_\_\_\_  
*Title*

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
*Signature*

John E. Kennedy  
\_\_\_\_\_  
*Print Name*

City Attorney  
\_\_\_\_\_  
*Title*

September 2021

*RE: AGREEMENT TO PROVIDE CONSULTING SERVICES – Mackenzie  
City Hall & Senior Center Needs Assessment*

**ATTACHMENT 'A'**

**SCOPE OF WORK/STANDARD BILLING RATES**

# MACKENZIE.

August 10, 2021 (*Revised August 26, 2021*)

City of Lebanon  
Attention: Nancy Brewer  
925 Main Street  
Lebanon, OR 97335

Re: **Lebanon City Hall and Senior Center Needs Assessment**  
*Professional Services Proposal to conduct a Needs Assessment*  
Project Number 2210319.MK

Dear Nancy:

Thank you for meeting with Mackenzie to discuss development of a Needs Assessment for the City of Lebanon (“Client”) Lebanon City Hall and Senior Center. We are looking forward to the opportunity to work with you and your staff on this project.

Mackenzie separates itself from other architecture/engineering firms through our multi-disciplined approach. Our professional staff of in-house Architects, Land Use Planner, and Structural Engineer all have specialized expertise in needs assessments for public projects, having completed projects for over 50 public agencies in the Northwest. Our specialized multi-disciplinary team is uniquely suited to provide a comprehensive service to our clients.

Mackenzie’s integrated team of design professionals will provide Architectural services for the above project. In addition, Mackenzie will hire Interface Engineering, a mechanical, electrical, and plumbing engineer and Ryder Levett Bucknall, a cost estimator to complete the team. Our Design Team will consist of the following:

- Jeff Humphreys, Principal in Charge
- Cathy Bowman, Project Manager
- Monty Hill, Designer
- Brian Varricchione, Land Use Planner
- David Linton, Structural Engineer
- Troy Lowell, Interface Engineering
- Daniel Junge, Ryder Levett Bucknall – Cost Estimator

Our Basis of Design along with our detailed scope of services by task is as follows:

## **BASIS OF DESIGN**

The following describes in detail the Basis of Design for this proposal.

1. We understand that the Client desires to complete the next phase of the needs’ assessment for a brand new city hall to be located on Academy Square.
2. This needs assessment will build on the original Facilities Master Plan focused on a detailed analysis of the existing City Hall on 925 Main Street completed by Mackenzie in January 2020.





3. The site, Academy Square, is located between W. Morton Street, S. Main Street, S. 2nd Street, and Academy Street. Academy Square is the home to Lebanon’s Justice Center, Library, and Senior Center, creating a City facility campus. The entire site is approximately 7.4 acres.
4. The Needs Assessment will also include an analysis of the Senior Center also located on Academy Square. The City would like to complete a seismic assessment, identify any deficiencies in the facility, and have a conceptual floor plan developed for a remodel and addition to the Senior Center.
5. The City is planning on requesting an appropriation of the Urban Renewal Funds to finance these two projects.
6. The City would like to complete this project by the year end of 2024.
7. The objectives of this effort will be to:
  - A. Evaluate the existing Senior Center facility for deficiencies.
  - B. Review and update the previously completed program for a brand new City Hall.
  - C. Develop a conceptual site plan and floor plan for a brand new City Hall to be located on Academy Square.
  - D. Forecast probable costs.
8. Mackenzie understands that the Client would like to complete this scope of work by December 2021 in order to incorporate the project into the 2022 fiscal year budget.
9. Mackenzie will present and attend one (1) City Council meeting at the end of the needs assessment to present our findings and make our recommendations for next steps.

## SCOPE OF SERVICES

### Task 1 – Project Startup

*Time Duration: 1 week*

1. Mackenzie will meet with key staff via video conference call to kick off project services and define overall project goals, objectives, budget, work scope, team roles/responsibilities, schedule, project milestones and identify key stakeholders.
2. Ongoing project management will be provided throughout the duration of the professional services as defined herein. This includes email coordination or telephone phone conversations with team members and the Client to discuss current activities, ongoing action items, and next steps or upcoming action items for the Task.
3. Submit kick-off meeting minutes and project schedule to Client project team and the design team for review and approval.
4. Obtain Client approval to proceed to the next task.

*Participants: Mackenzie and Client Staff.*

*Deliverable: Meeting minutes and refined project schedule.*

### Task 2 – Existing Conditions

*Time Duration: 2 weeks*

Upon review and written approval of meeting minutes from kick-off meeting and project schedule from Task 1 above, Mackenzie will perform the following services.

1. If applicable, Mackenzie will recommend Client to obtain the following at the beginning of this phase: survey, geotechnical reports, environmental reports and hazardous material report.
2. The Mackenzie Team will tour the existing facilities and identify the following: non-code compliant items, life safety concerns, operational issues, accessibility issues and security issues.
3. Evaluate building envelope and identify materials, or systems that are at the end of their useful life.
4. Survey existing equipment and develop an inventory of equipment to be considered in program.



5. A Seismic Assessment will determine the extent of seismic upgrades needed to bring the building up to an acceptable level of seismic performance for ASCE Category IV- Immediate Occupancy using ASCE 41 Standard. The Assessment shall include the following:
  - A. Mackenzie structural engineer to conduct a site visit to observe the condition of the existing Senior Center facility and structural system.
  - B. During the site visit, reviewing the condition of the existing building for readily visible damage or deterioration of the structure over the years.
  - C. Performing the ASCE 41 building assessment, consisting of a Tier 1 general assessment with additional calculations done for specific deficiencies deemed critical.
  - D. Documenting findings in a report, including scenarios for repair of deficient items.
6. Evaluate building mechanical, electrical and plumbing systems for service life, efficiencies, and serviceability.
7. Obtain approval of Client to proceed to the next task.

*Participants: Mackenzie and Client Staff.*

*Deliverable: Updated photo and text summary of tour and existing conditions findings (if necessary).*

### **Task 3 –Programming**

*Time Duration: 2 weeks*

Upon review and written approval of meeting minutes from kick-off meeting and project schedule from Task 1 above, Mackenzie will perform the following services.

1. Mackenzie will meet with staff in workshops via video conference call, to gather information on space and program needs. This will entail review and confirmation of the program needs for the City Hall and development of a new program for the Senior Center space needs.
  - A. The previously completed City Hall program by Mackenzie in January of 2020 will be distributed to the Client before the workshops.
  - B. Mackenzie will send prior to the meeting a questionnaire to identify the programmatic needs of the Senior Center.
  - C. Mackenzie anticipates up to one (1) meeting with the Client.
2. The program will include information on staffing and spacing needs for growth over current move-in and 50 years of growth.
3. Mackenzie will meet once with each individual division or group as a workshop to discuss specific division space and operational needs. Our understanding is that there are up to five divisions we will meet with over the course of a meeting; the divisions or groups are anticipated to include the following:
  - A. Administration.
  - B. Community Development.
  - C. Utility & Engineering Services.
  - D. Finance.
  - E. Senior Center Staff.
4. Issue final draft program for review.
5. Mackenzie will distribute electronically the final draft program for the key staff to review.
6. Incorporate comments received from key staff into final program for final review/approval by Client.
7. Email revised final draft program to Client for approval of program.
8. Obtain Client approval to proceed to next task.

*Participants: Mackenzie and Client Staff.*

*Deliverable: Approved Space Needs Program.*

#### **Task 4 – Conceptual Design**

*Time Duration: 4 weeks*

1. Upon selection of a site and approval of a test fit site scheme, develop a conceptual site diagram with additional detail and refinement that includes site ingress, egress and site circulation to optimize operational flow with consideration for building and overall site needs.
2. Mackenzie will meet once with staff, via video conference to present one final conceptual site diagram.
3. Create adjacency diagrams for a brand new City Hall and a renovation/addition of the Senior Center and up to three block diagrams for each facility that illustrate the sizes, spatial relationship, and proximities to other rooms/areas.
4. Mackenzie will meet with stakeholder group to review the adjacency and block diagrams for feedback.
5. Revise adjacency and block diagrams as necessary from previous task.
6. Upon Client approval of a block diagram, develop concept floor plan describing the general building organization, layout and footprint.
7. Mackenzie will meet with Client to review assumptions for plumbing fixtures, mechanical systems, lighting and interior finishes, and any equipment.
8. Develop narrative documenting the decisions on materials, systems and equipment from previous meeting noted above.
9. Obtain Client approval to proceed to next task.

*Participants: Mackenzie, MEP, Client Staff and Public.*

*Deliverable: Conceptual site plan and floor plan drawings for the chosen Option.  
MEP Narratives.*

#### **Task 5 – Concept Design Finalization**

*Time Duration: 4 weeks*

1. Based on the selected scheme and input that incorporated the massing and aesthetics identified in the visioning process, Mackenzie will develop conceptual site plan, floor plan, and elevations for the new City Hall and a revised renovation/addition floor plan and elevations for the senior center facility. This will be a collaborative process where the design team will work with Client to refine the preferred scheme.

*Participants: Mackenzie and Client Staff.*

*Deliverable: Conceptual design drawings for the selected scheme to include site plan, floor plan, and elevations.  
Perspectives (optional service see Task 5).*

#### **Task 6 – Project Cost Estimate**

*Time Duration: 4 weeks*

1. Upon refinement of the selected scheme, send site plan and supporting materials to the Cost Estimator for developing construction cost estimate for the renovation of the Senior Center and a brand new City Hall.
2. Forecast construction costs, including contingencies and escalation factors.
3. Mackenzie will facilitate the forecasting of soft costs to include furniture, fixtures, and equipment (FF&E), permit fees, system development charges (SDC) and consultant fees, including contingencies and escalation factors to develop an anticipated overall project cost.

*Participants: Mackenzie, Cost Estimator and Client Staff.*

*Deliverable: Cost projection summary and supporting detail.*

#### **Task 7 – Final Report and Presentation of Findings**

*Time Duration: 4 weeks*

1. Format documents from tasks into a final draft report. The final draft report will include the following sections:

- A. Overview/Scope/Executive Summary.
  - B. Existing Conditions Evaluation.
  - C. Programming.
  - D. Site Selection.
  - E. Conceptual Design.
  - F. Concept Design Finalization.
  - G. Project Cost Estimate.
  - H. Final Report and Presentation of Findings.
  - I. Next Steps.
2. Issue final draft report to stakeholders for review and comment. Receive one copy of consolidated comments from reviewers.
  3. Incorporate comments from one review copy of final draft received from Client into final report.
  4. Issue final report in PDF format with three printed record copies.
  5. Mackenzie will present and attend one (1) City Council meeting at the end of the needs assessment to present our findings, answer any questions and make our recommendations for next steps.

*Participants: Mackenzie and Client Staff.*

*Deliverable: 8.5x11 bound report with major deliverables from each task noted above and supplemental text and graphics to summarize scope and efforts of this study.*

## FEE SUMMARY

Our fixed fees for the disciplines and related design services described above are as follows:

	<u>Base</u>
Task 1 - Project Startup:	\$1,500
Task 2 - Existing Conditions Evaluation:	\$21,130
Task 3 - Programming:	\$2,500
Task 4 - Conceptual Design:	\$33,938
Task 5 - Concept Design Finalization:	\$12,500
Task 6 - Project Cost Estimate:	\$18,170
Task 7 - Final Report and Presentation of Findings:	\$6,000
<b>TOTAL:</b>	<b>\$95,738</b>

Reimbursable expenses (printing, copying deliveries, ride share vehicles, application-based transportation, mileage, etc.) are not included in the fee outlined above and will be invoiced at 1.1 times cost. Reimbursables are estimated to be \$2,500, and will not be exceeded without the Client's approval.

## ASSUMPTIONS

Please review and notify Mackenzie if Client believes that any of the Assumptions listed here are either inaccurate or unreasonable prior to project commencement. Please also notify Mackenzie if any additional clarity is needed for the Client to fully understand these Assumptions. In addition to the Scope of Services outlined above, we have assumed the following:

1. Mackenzie will rely on Client-provided existing facilities information for project, including but not limited to type of construction, building area, occupancy classification and other such parameters affecting design, construction documents, and permitting. In the event that no documentation is available, Mackenzie will utilize Geographic Information System (GIS) systems, Google Maps/street views, aerial photos and other publicly available information for site analysis unless additional information becomes available, such as electronic files of existing building(s), land survey (ALTA/Boundary/Topographic), wetlands delineation, geotechnical report, environmental report and/or any other reports and/or surveys that are available, and other studies and/or reports as may be necessary for completion of the project.
2. Scope and fee are based on Client not hiring a third party Client Representative to act on their behalf during any phase(s) of the project. If a third-party PM is hired by the Client, Mackenzie reserves the right to estimate scope and fee impacts that will result in additional services.
3. The Client will approve the Documents at the conclusion of each phase task to proceeding with the next task. Redesign efforts after prior Client approvals, including but not limited to Client-driven design modifications, value engineering, cost reduction alternatives to the approved design, or other such changes, will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.
4. Mackenzie Scope of Service and fees are based on project tasks running in sequential order without delay, pause or project being put on hold for any reason between tasks.
5. Client is responsible for all fees paid to public bodies having jurisdiction over the project.
6. All meetings will occur via video conference call, unless specifically noted otherwise within the scope of services outlined above. We will record and distribute minutes following each meeting for all meetings through all tasks.
7. Both on and off-site land use entitlements processes, such as Design Review and related services, meetings with Authorities Having Jurisdiction (AHJ), neighborhood/community meetings, public hearings, and other related processes, are assumed to be completed in future tasks or phases, and therefore not included within the scope of this proposal.
8. Building/Site Renovation: Mackenzie will work with the Client to align on the Client's program for the Project, including goals and objectives, and will develop the design in accordance with applicable codes and laws, subject to and in accordance with the applicable standard of care. Client acknowledges that Projects involving additions and remodels of existing sites/buildings (compared to new construction) create more uncertainty and subjectivity as to code and law interpretation and increases the chance that applicable agencies will have differing interpretations that might require redesign services. Such agency interpretations may not be made known until the Construction Documents and/or Plan Check phase of the Project. Accordingly, Client acknowledges and agrees that Mackenzie expressly excludes any services necessary to address these types of differing code and law interpretation issues from Mackenzie's scope of services, and that such services (including any necessary redesign services) will, upon Client's approval, be performed by Mackenzie as an additional service.
9. Conditions not depicted on available existing site and/or building documents, provided by the Client, or readily visible on project walkthroughs are excluded. Such impacts will be evaluated at the time of discovery and addressed via additional services as necessary.
10. Square footage calculations will be provided as required to confirm compliance with building and zoning code requirements only.
11. For additional Assumptions related to the Scope of Services of our retained consultants, refer to their attached proposals.

## EXCLUSIONS

Please review and notify Mackenzie if Client believes that any of the Exclusions listed here are to be included in Mackenzie's Scope of Services prior to project commencement. Please also notify Mackenzie if any clarity is needed for the Client to fully understand these Exclusions. In addition to any Exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of services.

### 1. Client provided consultant services

- 1.a. Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications.
- 1.b. Geotechnical Engineering investigation/testing and related specifications.
- 1.c. Pavement design and related specifications. These specifications are typically provided by the Client's Geotechnical Engineer.
- 1.d. Hazardous materials mitigation design.
- 1.e. Coordination of Client provided consultants not identified at the date of this proposal.

### 2. Land Use Process/Permitting

- 2.a. Sensitive lands and/or wetland delineation and/or mitigation design/approvals.
- 2.b. Appeals, variances, public hearings, land use approvals, conditional use reviews, or any required adjustments other than as specifically outlined within our Scope of Services above.
- 2.c. Meetings with public agencies or other meetings other than those specifically identified in Scope of Services above.
- 2.d. Formal Building code interpretation requests and/or appeals.
- 2.e. Permitting and related coordination.

### 3. Standard Design Items

- 3.a. Square footage calculations beyond those required to confirm compliance with building and zoning code requirements. (Calculation of gross, net, and rentable square footages, such as BOMA calculations, are not included).

### 4. Other Design Disciplines

- 4.a. Traffic Engineering, Planning, Analysis.
- 4.b. Fire Protection and/or Fire Alarm Engineering, Design and/or Specifications.
- 4.c. Acoustical engineering design and/or services.

### 5. Unique Design services

- 5.a. Off-site improvements (such as roads, half street improvements, and utilities).
- 5.b. Special foundation systems.
- 5.c. Floor vibration analysis and design for footfall impact.
- 5.d. Vibration analysis and design. (Equipment and/or sources other than footfall impact).
- 5.e. Equipment support or racking systems.
- 5.f. Graphics and/or signage design, permitting, and related coordination.
- 5.g. Furniture selection, specifications, requirements and all related coordination.
- 5.h. Sustainability Certification Services.

**6. Graphics/BIM**

- 6.a. Presentation-level 3D renderings other than conceptual studies to describe design intent or as utilized as part of Mackenzie's design process unless specifically noted within our Scope of Services above.
- 6.b. Marketing materials.
- 6.c. Use of CAD Drawings or BIM models by any parties other than the design team.

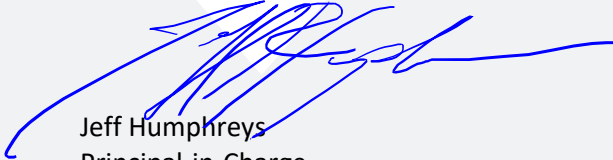
**7. Expenses/Billing**

- 7.a. Reimbursable expenses.
- 7.b. Special billing requirements required by Client outside of Mackenzie's standard billing procedures.
- 7.c. Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.

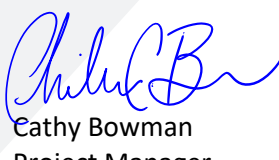
It is our understanding the project will start September 13, 2021. If the proposal is agreeable to you, this proposal may be attached to a city contract. Please note that this proposal is valid for 90 days.

We look forward to working with City of Lebanon on this new project. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,



Jeff Humphreys  
Principal-in-Charge



Cathy Bowman  
Project Manager

- c: Ron Whitlach – City of Lebanon
- Daniel Junge – Ryder Levett Bucknall
- Troy Lowell – Interface Engineering
- Monty Hill, Brian Varricchione, David Linton – Mackenzie

**A RESOLUTION AUTHORIZING A TRANSFER ) RESOLUTION NO. 2021-20  
 IN BUDGET APPROPRIATIONS FOR THE CITY OF )  
 LEBANON FY 2021-2022 BUDGET )**

**WHEREAS**, ORS 294.462(1) allows for council to transfer appropriated amounts from one appropriation category to another through resolution, provided the need, purpose and the amount to be transferred are stated in the resolution, and

**WHEREAS**, Council has approved staff to move forward on the Lebanon Public Facilities Master Plan: Needs Assessment, and

**WHEREAS**, the fiscal budget had appropriated the general fund to transfer \$250,000 to the equipment acquisition and replacement fund for a future city hall.

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

**Section 1.** That the Council of the City of Lebanon herein authorizes the transfer of appropriations. This appropriation transfer is needed as funds were originally budgeted to save toward a future city hall project in a different fund through a transfer. As council has approved staff to move forward with determining the feasibility of this project those funds will be needed pay for these costs. The appropriation transfer is as follows:

Description	Existing	Changes	Adjusted
<b>General Fund</b>			
Non-Departmental: Materials & Services	4,181,525	250,000	4,431,525
Inter-fund Transfers	2,713,075	(250,000)	2,463,075

**Section 2.** Section 1 of this resolution are effective immediately upon passage.

Passed by the Lebanon City Council and executed by the Mayor on this 8<sup>th</sup> day of September 2021 by a vote of \_\_\_\_\_ yeas and \_\_\_\_\_ nays

CITY OF LEBANON, OREGON

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Paul R. Aziz, Mayor   
Jason Bolen, Council President

ATTEST:

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Kim Scheafer, MMC, City Recorder



# Agenda Item 10

# Agenda Item 11



# CITY MANAGER'S REPORT

Reporting period: August 2021

## I. A. ADMINISTRATION – Nancy Brewer, Interim City Manager

- I have signed up to participate in the Cascade Gateway Leadership program for 2021-2022, along with Police Captain Hyde.
- The grand opening of the Library's Story Walk was great fun. Everyone enjoyed the grilled cheese (thanks to Franz Bakery), and it was fun to watch families do the Story Walk with parents reading to some kids and some kids reading to parents. Kendra Antila did a wonderful introduction, and Mayor Aziz did a great job cutting the ribbon!

## B. HUMAN RESOURCES – Angela Solesbee, HR Director

- Recruitment:
  - LINX Dispatcher – Position Posted
  - Building Maintenance Technician – Position Posted
  - Sr. Maintenance Worker – Position Posted
- Benefits:
  - Business as usual.
- Classification and Compensation:
  - Job Description review and standardization underway, to include Physical Requirement section update.
- Training and Development:
  - August all employee training – Respectful Workplace: Listening for Understanding
  - August Safety training – Cold, Flu, and Transmissible Illness Prevention
  - September Safety training – Personal Protective Equipment (PPE)
  - Engaging Leadership (Leadership Development Training) every other month
    - June training was Teambuilding
    - September training (rescheduled from August due to scheduling conflicts) – Difficult Conversations/Navigating Difficult Situations
- Performance Management:
  - 62 (56%) employees have had a performance evaluation in the past year
  - 22 evaluations are past due as of 6/24

## II. CITY RECORDER – Kim Scheafer, MMC, City Recorder

- **City Council Meetings:** Regular Session September 8, 2021
- **Miscellaneous:**
  - Some of the projects we have been working on are: Web page updates, Facebook posts, processing press releases, CC meeting minutes, public records requests, liquor license processing, meeting agendas and packets, directing web page inquiries, and adding search content to records that have been transferred into the State's Records Management System (ORMS).
- **Public Records Requests:** Four public records requests have been received since the last packet was published.

THE CITY THAT FRIENDLINESS BUILT

- **Liquor Licenses:**
  - New/Change of Ownership or Privilege Applications: 0
  - Special Event Applications: 3
  - City Park Alcohol Permits: 2

### III. COMMUNITY DEVELOPMENT – Kelly Hart, Director

#### A. Planning:

- **Staffing Adjustments:** With the latest approved budget, the City Council approved a new administrative position for the Public Works department. Ciarra Keene, who previously assisted the Public Works, Community Development, and Engineering Departments, has been hired for the new Public Works position. The Community Development and Engineering Departments would like to thank Ciarra for her service for the departments and wish her luck in her new position. To fill the newly vacant position in the Community Development Department, interviews were conducted in August, and Marveen Chastain was hired for the position, with the start date of August 30<sup>th</sup>. Marveen comes to the City from Marion County and has extensive background in quality customer service, which will be an asset for the position.
- The Planning Commission held a regularly scheduled meeting on August 18, 2021 to consider a proposed Annexation on S Santiam Highway and a proposed Comprehensive Plan Map Amendment for a property on Crowfoot Road. The Planning Commission considered all public testimony provided and the record in its entirety, and unanimously recommended both projects for approval by the City Council. The Planning Commission also held a work session on potential code amendments for fueling stations, and commissioner training on public meeting laws.
- The next Planning Commission is scheduled for September 15, 2021 and the Planning Commission will consider a proposed annexation of a property on Walker Road, a Conditional Use Permit for the construction and operation of a Dairy Queen on S Santiam Highway, and an Administrative Review for a 42-unit apartment complex on Vaughan Lane.
- In August, one application was approved administratively:
  - VAR-21-04 for a Class I Variance to allow an electric fence, 10-feet in height for a property on Weirich Drive.
- Staff is currently processing five planning projects:
  - Annexation A-21-03 for the annexation of two parcels on S Santiam Highway (public hearing is scheduled for City Council in September)
  - Comprehensive Plan Map Amendment CPMA-21-01 for the proposed change in the land use designation of a property on Crowfoot Road from Highway Commercial to Mixed Use (public hearing is scheduled for City Council in September)
  - Annexation A-21-04 for the annexation of a property on Walker Road (public hearings are scheduled for September and October)
  - Conditional Use Permit C-21-02 for the construction and operation of a Dairy Queen on S Santiam Highway, north of the Walgreens (public hearing scheduled for September)
  - Administrative Review for the construction of a 42-unit apartment complex on the northwest corner of Vaughan Lane and S Main Road (public hearing scheduled for September)
- Two DRT meetings were held during the month of August. Discussion included interest in a property for development of a new apartment complex, and a congregate living facility.
- **RARE Student Update:** The Community Development Director has participated in a number of supervisor training events leading up to the RARE student beginning work for the City. With the training sessions completed, the RARE student will be participating in a 3-day training event at University of Oregon on September 8-10, with the anticipated start in the City on September 13<sup>th</sup>.
- **Arts Commission and the LDA:** With the approval from Council to transition the Arts Commission to the LDA, staff will be coordinating with the LDA to transition all records for previous events and programs created while the Commission was managed by the City. City staff will continue to be an informational resource for the LDA as they take on the Commission and look forward to seeing the Commission's success under the umbrella of the LDA.

- **Fueling Station Use Expansion Discussions:** The Planning Commission has been conducting a number of work sessions during Planning Commission meetings to discuss whether fueling stations should be allowed in areas off Highway 20, and if so, what type of development standards should be included to mitigate any operational impacts associated with the use. Another work session is scheduled for the September Planning Commission meeting. Ultimately, if the Planning Commission chooses to move forward, an Ordinance for a Development Code Amendment will be presented to the City Council for consideration at a future meeting.
- **Housing Production Strategy:** In accordance with HB 2003, the City will be required to develop a Housing Production Strategy to identify barriers for housing to be removed and incentives to be provided for needed housing. Staff has applied for a grant through the Department of Land Conservation and Development (DLCD) to fund a consultant to assist with the development of the strategy.
- **Comprehensive Plan Update:** The City's current comprehensive plan was adopted in 2004. Comprehensive Plans have a 20-year sunset, with the current plan cycle ending in 2024. City staff is currently identifying funding opportunities to assist with the process of updating the comprehensive plan, including another grant opportunity through DLCD. As part of this process, the City will also be undertaking an Economic Opportunity Analysis.

#### **B. Building:**

- The city processed 56 permits in July. Total fees received were \$22,001.32 and valuation of construction was \$1,352,520.00. By comparison, in July 2020, 79 permits were processed. Total fees received were \$63,775.43 and valuation of construction was \$4,815,483.28.
- A current list of the larger construction sites include:
  - Applegate Landing Apartments (Stoltz Hill Road and Airport Road)
  - Village Loop Apartments (Mill Race Development)
  - Riverside Banks Subdivision and Duplexes (Williams Street)
  - ODVA office and storage Building (Hansard Ave.)
  - Western University of Health Sciences Tenant Improvements (S Santiam Hwy)
  - Prism Manor Apartments (Franklin Street)
  - 18-unit multifamily development (N 5<sup>th</sup> Street)
  - 24-unit affordable multifamily development (Weldwood Drive)
  - Hayden Homes 27-lot subdivision with several homes under construction (River Road)

#### **C. Economic Development:**

- **Cascade West Council of Government Grant Update:** The Economic Development Catalyst applied for Oregon Cascade West Council of Governments CARES Resiliency/Recovery Technical Assistance Grant on behalf of the Lebanon Downtown Association (LDA) for the Annual Arts Walk: The requested amount was awarded for the full \$4,000 requested. The grant is to enhance the event by adding a art scavenger app to make the event more interactive, this technology will be an ongoing added aspect in the years to come, the grant would also allow for expanded marketing to get a further reach and bring more participants to the event and aiding in recovery of downtown. The Annual Art Walk was postponed due to a lack of staffing in regards to the winery participation. The new date for the event will be November 5<sup>th</sup> and will showcase art from our local veterans.
- **Mid-Valley Partners (MVP) or 8 Cities Update:** The City of Halsey submitted a grant application for the Oregon Cascade West Council of Governments CARES Resiliency/Recovery Technical Assistance Grant on behalf of MVP and was awarded \$10,000 for the purpose of marketing and branding efforts to better position the group as a resource for rural businesses that are locating in Linn and Benton counties, as well as to better aid existing rural businesses in potential future times of need like the COVID-19 Pandemic. MVP met on July 22<sup>nd</sup> to form the timeline and finalize the RFP, all submissions from consultants are due by August 31<sup>st</sup>. The Economic Development Catalyst will gather the proposals and send them out with recommendations to the 8 cities. A consultant will be selected and will have begun work on the deliverables before the next MVP meeting on September 23<sup>rd</sup>.
- **2021 Initiatives Update:**
  - **COVID!**
    - **Business Oregon PPE Pre-Packaged Deliveries to Businesses:** The Chamber of Commerce dispersed a large remainder of the PPE at Cheadle Lake during the Biz Expo on July 27<sup>th</sup>. Anything

remaining is to be given to the school district before the start of the 2021 school year, what remains is hand sanitizer and disinfectant spray.

➤ **Economic Recovery Assistance**

- **Locally:** The Economic Development Catalyst, Community Development Director, Chamber of Commerce Director and Lebanon Downtown Association Main Street Manager have begun to meet monthly to better collaborate on efforts between the City and the other organizations to more effectively meet the needs of the business community and community as a whole.
- **Regionally:** The Economic Development Catalyst has started to attend Linn County Commissioner meetings in an effort to be more visible to the county and to represent the interests of Lebanon and the MVP group, this may also allow for conversations regarding ARPA funds to be discussed on a regional level. The MVP group is also now holding quarterly meetings (more frequently as projects require) with the Economic Development Catalyst being the organizer of those meetings.

➤ **Business Registration Program**

- The Corvallis Benton County Economic Development has had conversations with the Secretary of the State's office about the need for access to the statewide business registry for the purposes of Economic Development and emergency preparedness. Through these efforts there will be 2 approaches in achieving the goals of gaining permanent access to this vital information. The first approach will be a short-term approach to grant immediate access to the list for the purposes of emergency response, this can be an internal decision to grant access to the business information when a city or county has declared a state of emergency. The second approach will be to gain support through the legislative process (which could be a year or more because of the upcoming short session) to allow annual access to the business information for each individual City or County for the purposes of Economic Development. The Economic Development Catalyst will continue to have conversations and participate in future interactions on the state level to move this initiative forward. If the Statewide initiative is successful, the City would no longer need to consider adopting a business registration program specific to Lebanon.

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

- City Crews are continuing to televise the Existing Westside Interceptor in an effort to identify areas with high infiltration and inflow rates. Staff is currently designing several projects for construction. The project construction timeframe has been put on hold due to Capital expenses at the Wastewater Treatment Plant, but design will continue once summer construction projects are complete.
- City Staff has taken over operations of the Wastewater Plant. Currently, we have a contractor replacing approximately 50 - 4- and 6-inch valves that were inoperable. A majority of the work has been complete with the remaining valves to be done this summer during low flow conditions.
- Kennedy Jenks Engineering was awarded the Wastewater Treatment Plant Facility Plan at the June City Council Meeting. A kick-off meeting was held in early July to begin the process of updating the Master Plan. This effort will also tie into the issuance of a new NPDES Permit (Issued by DEQ). Kennedy Jenks Staff are currently gathering information pertaining to the existing conditions of the Wastewater plant. The project will likely take two years to complete.
- Staff is continuing to work with Build Lebanon Trails on multiple projects. The Old Mill Trail was designed by City Staff and is currently being privately constructed. Staff has met with representatives from the City of Albany to discuss two parcels within the City of Lebanon (owned by Albany) that are slated to have trails built on them in the future. Albany Staff has indicated that they are willing to discuss either an easement or property purchase of the parcel adjacent to River Park. The parcel located at Marks Slough, just north of Had Irvine is not a viable option for purchase or trail construction. Based on a letter received August 19, 2021, The City of Albany has an exemption from the Federal Regulatory Commission for significant reporting on the canal. The exemption requires that the canal not be used for recreation purposes, thus having a crossing over the Marks Slough area is not going to be a viable location for trail. Staff will need to work with the Trees/Trails Committee to develop an alternate route to provide connectivity in this area.

- Topper Industries out of Woodland Washington is currently fabricating the new dock for Gills Landing. City Staff will perform the installation of the docks which are expected to arrive no later than September 30, 2021. This project is being funded by FEMA due to the previous dock being lost in a 2019 storm event.
- David Evans and Associates is currently modeling the City's Eastside Interceptor. This data will be used to verify any changes needed in the system associated with continued development off of the East end of Milton Street. Additional data has been requested by DEA in order to provide a more detailed report. This study is now scheduled to be complete in early spring 2022 in order to capture more wet weather data.
- Final plans for the Westside Interceptor have been approved by DEQ. We are currently going through the final 30 day public comment period at which point we expect DEQ to issue final award on the project funds. This review is a formality associated with CWSRF Funding.
- On the construction front for the Westside Interceptor, Emery & Sons Construction is continuing to receive bids for various aspects of the project. Once they have all or most aspects of the project costs identified, they will provide the City with a Guaranteed maximum Price (GMP) to complete the project. The review of the GMP by City Staff and our Consultant Team will likely be in Mid-August, with a recommendation to award being brought to the City Council in September.
- Staff has been actively working on our required TMDL update to DEQ. There will likely be several new storm drainage ordinances brought to City Council for review over the next 12 to 18 months. We are currently updating the City's TMDL Matrix as required by DEQ.
- Staff is updating the City Standard Drawings and Supplemental Specifications. They currently have not been revised since 2008. The updates (which have been a substantial undertaking) are being reviewed internally and will hopefully be ready for a recommendation to approve in fall of 2021.
- Staff is currently designing a waterline replacement for Seventh Street (Oak to 'F'). This section of waterline has had multiple repairs done to it over the last several years. If funding allows, the project will likely go out for bids in spring 2022.
- The River Road Reconstruction Project is underway. Armstrong & Associates Construction started in mid-July and hope to be complete in September. There have been multiple changes to the project to date due to unforeseen utility conflicts with the existing waterline and gas line once construction started. This is primarily due to the lack of record keeping from 50 years ago. The project will re-construct the portion of River Road from Franklin Street to Garvord.
- Staff is continuing to work with David Evans and Associates to update the City's Drainage Master Plan. Part of the plan will be to collect pipe and invert data on the entire storm system which will then be used in modeling as well as updating the City's GIS system. A draft of the new plan is scheduled to be complete in September/October 2021. Staff and representatives from David Evans held a work session with City Council on July 28<sup>th</sup> to discuss current and proposed rate structures as part of the master planning process. City Council consensus was to move forward with a Parcel Based Funding Methodology. Staff and David Evans will begin the process of developing this methodology.
- Staff is working with Linn County to complete a speed study on River Road (from the water intake site to Mountain River Drive) in hopes of reducing the speed to 35 MPH rather than the current speed of 45 MPH. This will likely take several months to complete.
- As part of a development proposal along Airport Road, the City will be constructing the extension of Primrose Street from Airport Road to the south approximately 325 feet. This portion of Primrose was originally to be constructed as part of the Cheadle Lake URD however, funding for the project never materialized through the URD. The City will partner with the developer (developer to pay the City for his required portion of the improvements) and contract the project (which is being designed by Udell Engineering). This work has been added by change order to the River Road Reconstruction Project.
- Engineering Staff is currently working on several small projects which include a storm line extension on Ash Street, updating of our Pre-Treatment Ordinances, multiple sewer lateral replacements, street speed reduction requests, Industrial Way Storm Drainage Improvements, 5 Year Capital Improvement Project plan, and permitting for the fire pond on Industrial Way.
- Staff is moving forward with a plan to update the Transportation SDC's. A work session was held with City Council in August to review the proposed update. The Advisory Group (members include staff, 2 City Councilors and 4 members



of the public/building community) has met two times throughout the process of updating the plan and provided input to the City's Consultant. Upon completion, Staff will bring an updated Resolution to a Public Hearing in September for approval.

- The City is preparing for a new Traffic Signal at the intersection of Airport Road and Stoltz Hill Road. Kittleson Engineering is completing the signal design and Udell Engineering is completing the Civil Design for the City. This is in conjunction with the Applegate Landing Development which will extend Stoltz Hill north of Airport Road. This will be a joint developer, City, and Linn Count project which was to be constructed in 2021; However, due to issues obtaining right-of-way and potential re-development of the Grandpa's Grocery, the project will likely not be constructed until 2022.
- Staff is slowly stripping items out of the Old Water Treatment Plant that can be used elsewhere in the City. We are also working on preliminary plans to demo all of the structures associated with the Old WTP. One of the first steps associated with the demolition was to remove any environmental hazards. Fortunately, the only environmental hazard was minor asbestos flooring tiles. These have been removed and disposed of by a licensed environmental contractor. Staff will be working with Carollo Engineers to develop plans and clear all environmental requirements to demo the existing structures. This will likely take a year as we will need to work with multiple state agencies and the City of Albany.
- Staff solicited three quotes to replace approximately 400 feet of 24-inch storm drainpipe located off of North Williams Street. The Engineers Estimate was developed in March of 2020 and expected to be around \$75,000. All three quotes received were substantially higher. Staff will be looking at alternate funding sources and working towards formal solicitation (If funding is available) later this fall since all bids were over the threshold of \$100,000 (any project over \$100,000 must be formally bid). The bids are reflective of the current market we are seeing.
- Mill Race Apartments Complex Phase I, building one granted temporary occupancy. Contractor construction building 2 & 3.
- Paventy & Brown Orthodontics new building site plans have been approved. Project has been on hold per the owner.
- River Place at the Lakeside public improvements accepted and home construction underway.
- Construction of the River Trail Place Subdivision on River Road almost complete. Contractor finishing River Road sidewalk. Walk through to be schedule.
- N 5<sup>th</sup> Street Apartment Contractor working on building permits, foundation poured.
- Steven King site plan for Airport road has been approved and building permits to be issued.
- Applegate civil and site plans approved. Contractor working on completing public improvements, possible temporary occupancy depending on traffic & fire safety completion.
- Site plan and public improvements for Prism Manor at the corner of Franklin and Russell Dr. Public improvements complete and pending punch list. Contractor working on site utilities and building construction.
- Public Improvement Plans for the McKinney Phase II apartment complex off of River Road have been approved. Owner has project on hold till after summer.
- Colonia Paz Phase 1 public improvements and site plans approved; construction started on public improvements. Water line tested and approved. Contractor working on storm and sewer connections and building construction.
- ODVA site plan received and approved. Contractor completed water main extension and testing completed. NW natural to install service, contractor waiting to complete sidewalk.
- Public improvement plans and site plans return to engineer for revision for Primrose Place, multifamily development on the corner of Primrose/ Taylor and Alder.
- Colonia Paz Phase II public improvement drawings and site plan approved pending 1200-C DEQ permit approval.
- Brew Pub / Primrose Street extension site plan approved, public improvement permit for water to be issued. CIP to construction Primrose Street extension.
- Jayne & Joon Estates / River Road site plan approved. Contractor working on site. Public improvements under construction as a CIP project.
- Site plan received and under review for new apartment building off of S Main South of Walker Road.
- Locomotive Storage site plan received and approved to construct a new storage building at R Franklin Site.



- Latimer Storage site plan received and approved to construct a new storage building; additional fire hydrant will be required.
- Store It – Hansard Rd. Site plan received and approved to construction public storage units.
- Phillip Estates plans received and under review for subdivision off of Kees Street.

**V. FINANCE SERVICES – Matt Apken, Finance Director**

- **Accounts Payable:**
  - FY20/21 payments made in August 2021; 23 Checks were processed for payments of \$119,972.
  - FY21/22 payments made in August 2021; 267 Checks were processed for payments of \$1,365,078.
- **Fiscal Year-end:**
  - Staff continues preparing the needed schedules for the City to complete its financial statements and be prepared for the audits field work.
- **Additional Projects:**
  - Customer Utility Payment portal had a change in payment processor and a change in the customer interface. The new experience is optimized for mobile.
  - Interim report for the federal relief funds the City received.
  - Safety Assessments at City Hall, Library and Senior Center. Additional facilities schedule for September 13.
- **Utility Billing for August 2021:**
  - 5,582 Billing statements mailed by the end of August = \$1,258,952.
  - Active accounts: 6,374
  - 314 Owner Lien notification letters were mailed. 863 accounts were past due and were charged a late fee on 8/19/2021.
  - 174 IVR calls sent out on 8/16/2021. This call notified of lock off and need to setup payment plan.
  - We locked offs 75 accounts due to non-payment on 8/19/2021. 55 were reconnected the same week.
  - Total of 413 Service orders: 55 read request, 75 Lock offs, 7 Turn offs, 7 Turn on, 41 Move Outs, 68 Move ins, 62 reconnects, 0 Returned Mail, 37 Leak Checks, 1 Pressure Test, 42 Meter Change out, 9 New Meter Installations, 0 Quality Checks, 0 Door Hangers, 1 Dead meters, 8 misc. other.

	Aug 20	Sept 20	Oct 20	Nov 20	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21	May 21	Jun 21	Jul 21	Aug 21
Active Accounts	6,314	6,322	6,322	6,328	6,335	6,342	6,349	6,353	6,352	6,356	6,360	6,363	6,374
Penalty applied	0	0	0	0	0	0	0	0	0	897	730	938	863
Lock Offs	0	0	91	5	0	0	74	153	76	87	104	64	75

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

- Successfully held the August City Council Meeting with new video and audio system installed in the Santiam Travel Station.
- Demo of body and car video system for Police has been going successfully.
- Working to implement new asset management and work order system for Water collections crew and Waste Water Treatment Plant. Coordination and training meetings were hold during August.
- Order placed for a new camera system for LINX buses.
- Completed installation of new patron copier at Library.
- There were multiple Zoom\Remote VPN\Laptop setup issues as IT adjusted to the latest COVID policies.
- Assisted with Fire security access configurations for new Fire equipment.
- Coordinated meeting with Finance and Public Works to get quotes and design to automate water meter reads.
- GIS Related Items:

- Coordinated with Engineering staff regarding recent as-built hyperlink inquiries and review of engineering projects to verify tracking and entry in GIS.
- Working with Engineering on as-built updates.
- 11CCOM20160086: Elmore Street Sewer and Street Project
- 11CSS20130085: Vine Street Sewer
- 14DCOM20170013: Water Treatment Plant Project
- 14CCOM20160017: Lebanon Water Treatment Plant Offsite Utilities
- Continued potential Houseless Camp Project.
- Continued Water Utility Network Migration Project.
- Completed monthly tax lot update and processing for Linn County.
- Coordinated with Engineering staff regarding hyperlinked as-built records in web app.
- Coordinated with Engineering staff regarding recent data request and related project coordination with Build Lebanon Trails staff.
- The IT\GIS Department has addressed multiple other normal break-fix issues, equipment replacements, and maintenance renewals for IT. During the past month, the IT\GIS Department closed 646 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

- The Summer Reading Program came to an end on August 19<sup>th</sup>. We had 1,142 completed reading logs turned in, and gave out 812 take and make kits.
- Based on the current COVID statistics and what we're hearing from other libraries, we will not resume storytimes this fall. The take and make kits have proven to be very popular and we will continue to offer those periodically.
- The StoryWalk kiosks are in place, and they look fantastic. The Grand Opening will be held Thursday, August 26<sup>th</sup>.
- Since we began in June, we've issued 58 limited-use Student cards. Happily, we've already had a few families come back to pay the non-resident fee so that the entire family could have full access to the library. We will be sending information about the limited-use Student cards to area schools in September.

## VIII. MAINTENANCE – Jason Williams, Director

### A. Collections (Sanitary-Storm):

- Assisted the Water crew with many service line repairs.
- Cleaning and televising sanitary and storm sewer continue.
- Cleaned and cleared catch basins to prevent blockage.
- Continuing with ditch mowing and cleaning.
- Located sewer lateral connections for contractors.
- Assisted the Wastewater Treatment plant with the Vactor cleaning out the basin.
- Continued I and I investigations on the existing westside interceptor. The collections crew has spent the majority of their time with this investigation.

### B. Parks:

- Opened, closed and cleaned parks restroom buildings daily.
- Completed landscaping rounds in all parks and school district properties.
- Chemical applications have been made in parks and school district property for weed control.
- Applied chips in landscape areas as needed to eliminate hand work.
- Trails have all been swept.
- Daily vandalism control/repair.

### C. Streets:

- Street sweeping continues including sweeping for the City of Halsey and Brownsville.
- Provided road closures for contractors.

- Completed sign maintenance as needed.
- Completed a round of cold mix pothole patching.
- Continued mowing in the rights-of-way.
- Continued grading of City maintained alleyways.

#### D. Wastewater Treatment Plant:

##### Overview:

To date, the wastewater treatment plant has met its Oregon DEQ water quality permit requirements into the South Santiam River. During July, no E-coli was discharged into the river and as of this writing zero E-coli has been maintained and effluent was in compliance.

- **South Santiam River Levels:**

Earlier this month Oregon DEQ issued a formal "Drought" notice to all permit holders who own or operate wastewater facilities discharging into surface water bodies, that due to extreme heat and dry weather conditions to attempt to limit discharge flows into the rivers. Water levels have dropped significantly due to the drought. The river is quite low, and this can affect dilution ratios.

Accordingly, to reduce our flows to the river as best as possible, we have begun to re-fill Clarifiers #1, #2 and #3 with treated effluent along with initiating lawn watering (within the limits of our capacity) within the treatment plant boundaries.

- **Biosolids Program:**

We have begun our seasonal agricultural field distribution of Class B Biosolids. To date, we have applied 200,000 gallons at the approved Koos seed Field #14. We have started further field applications on another Koos seed field, this one is Field 12.

- **Secondary Clarifiers:**

Clarifier #4 remains on-line. Clarifier #4 will be taken offline shortly and drawn down completely in advance of a long planned and much needed repair service starting on September 20, 2021. In anticipation of this important service, Clarifier #3 and Clarifier #2 have been refilled making them ready when requested, to take over process services. Clarifier #1 remains empty due to repair of a 6" dewatering valve issue that should be resolved later this week. When all three clarifiers are ready for service they will be placed online and Clarifier #4 will be taken offline, drained to dry for the repair technicians flying in from Salt Lake City.

- **Belt Press Project:**

Our new belt press machine is nearing the end of its fabrication in Cleveland, Ohio. We are waiting for confirmation of shipping. The old "cannibal" building has been readied to house the new belt press. The building has now been redesignated as the "Belt Press" building.

- **Digester #1 Aeration:**

Our new three (3) submersible drop-in 25 Hp aerator mixers ("Hurricane") units are currently in fabrication at the factory in Anoka, Minnesota. In anticipation of getting this digester tank emptied at the time the three Hurricane units arrive, we are currently drawing this tank down (as we fill it at the same time), to Digester #2 in support of our Class B, Biosolids program.

- **Headworks Screen:**

Mechanical installation of our second "Vulcan" rake screen will commence September 6, 2021. We have hired Bender Mechanical for the rake screen install. The addition of this important second rake screen will prove to be a huge benefit to the treatment plant particularly during wet weather operations when our single older rake screen has been unable to keep up. In addition, the Vulcan screen now provides us with a back-up option we never had saving costs on manpower operations.

We note, this Vulcan Rake Screen (two) have been sitting at the treatment plant site for many years having been purchased years ago and was never installed by the previous treatment plant. This rake screen is one of those. Unfortunately, the control panel for this screen was destroyed by rainwater intrusion years ago while allowed to sit outside. Vulcan Industries is currently fabricating a new rake screen control panel in Rapid City, Iowa.

- **Chlorine Contact Chamber: CCB**

Bender Mechanical will be removing the old, deteriorated mud (chamber floor drain) valve located in the west chlorine chamber and replacing it with a new one. This work will commence August 30, 2021 and be finished that week. With the replacement of this west CCB mud valve project, it will mark completion of the much-needed replacement of both old mud valves in the two chlorine contact chambers.

- **Weirich Drive Pump Station:**

Operational inspection services will commence at this pumping station on Wednesday August 25, 2021 from Pump Tech Corporation (Canby, Oregon) which purchased "Hydronix" the company which originally designed and built both the Weirich Drive and Park & Garvord pumping stations.

**E. Water:**

- Meter reading has been completed.
- Daily water service orders including, leak checks, locates, taste and quality issues, water samples and other customer concerns continue.
- The crew paved and replaced concrete after new or leaking water services were placed.
- Completed requested locates.
- Changed out failing meter boxes and dead meters.
- Replaced and repaired water main breaks.
- Worked on the water maintenance list.
- Vehicle Maintenance.
- Worked daily on service line leaks.

**F. Water Treatment Plant:**

Production					
<b>Monthly Water Use (Intake Flow Meter)</b>			153.38 MG		
<b>Finish Water Produced</b>			94.43 MG		
<b>Water Sent to Cheadle Lake</b>			56.19 MG		
Water Quality					
Finish Chlorine			CT Basin Turbidity		
Min > 0.20 mg/L	Max < 4.00 mg/L	Average ~ 1.00 mg/L	Min	Max < 1.000 NTU	Average
0.78	1.32	1.11	0.015	0.036	0.022
Finish pH			Filtrate Fluoride (Average of Each Day)		
Min > 7.00 pH	Max < 9.00 pH	Average	Min	Max < 4.00 mg/L	Average ~ 0.70 mg/L
7.30	8.32	7.76	0.65	0.82	0.74

**G. Maintenance/Operations:**

- Grant St. Water Quality Panel is being constructed and will be put in place soon.
- Maple St. Pressure Sensor installed and working.

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

- The Patrol Division had approximately 1,546 calls for service this month, made 98 arrests, issued 58 traffic citations, and wrote 191 case reports.
- As of August 24<sup>th</sup>, 2021, 30 individuals were booked and released, brought to Lebanon Municipal Court or Linn County Court, transported to/from Linn County Jail, or sentenced to the Lebanon Jail. A combined 149 days were served by the adults in custody in the Lebanon Jail. For the month of August, we facilitated five (5) work crew days utilizing (8) Lebanon Jail housed persons who contributed 71.5 hours of work-crew time. Work consisted of trimming hedges in

the back parking lot, painting the yellow poles, power-washing under the covered area where patrol cars park, and washing the fleet vehicles.

- The Detectives Division remains busy with involved cases. They were assigned nine (9) new cases, were able to clear seven (7) cases this month, and made two (2) arrests. In addition to their active investigations, this past month Lebanon Police detectives assisted the Linn County Sheriff's Office and Albany Police Department with two separate homicide investigations. They reviewed 35 DHS referrals over the course of the month, attended training, and assisted with a search for a missing person. The highlight of the month was the arrest of a predatory sex offender from out of area who had relocated to the county after having contact with multiple juveniles in our area over the internet. A search warrant was written and multiple evidentiary items were seized; this investigation is ongoing.
- Traffic Safety class was conducted this month for seventeen (17) participants who either received a citation for cell phone use or for failure to use their seatbelt (the class is offered to first-time offenders).
- Cleanup of the old mill property continues, in cooperation with the landowners and City of Lebanon Public Works, in an effort to remove discarded refuse and trim area vegetation.
- The Community Services Division remains active in the community. This past month, staff coordinated a very successful National Night Out at Academy Square. This event promotes police/community relationships, crime/drug/violence prevention, safety, and neighborhood unity.
- Staff continues to work on preparations for the upcoming 9/11 'Flag of Honor Across America' ceremony (Lebanon has been accepted as one of 99 other communities across the United States to corporately acknowledge the 20<sup>th</sup> anniversary of the 9/11 tragedy). It will take place at the Circle of Flags on the Boulder Falls campus.
- This month, there was a total of one (1) use-of-force incident to report; there were no injuries to the officer or subject. All use-of-force incidents are reviewed extensively by a Sergeant, Lieutenant, the Captain, and finally by the Chief. The incident was found to be justified and was handled in accordance with policy.
- Lebanon Police visited two agencies within the state to view in-house systems for two different body-worn camera systems.
- Lebanon Police is still in the process of working diligently on identifying homeless camps within the city limits of Lebanon. The goal behind this is to assist the unhoused by providing information on local resources available to them as well, as to get an accurate population count. Dala, along with members of the Police Department, continues to conduct extra patrol within our parks system to assist in reduction of unwanted activities.
- We are closer to approval regarding an IGA with the City of Albany surrounding the rental of bed space in the Lebanon Municipal Jail (the City of Albany does not currently operate a jail). While this is an extra resource for the City of Albany and will allow them to essentially hold two (2) low-level offenders from the Linn County area on ten (10)- to fourteen (14)-day sanctions, it is expected to generate approximately \$47,450.00 a year for the Lebanon Police Department and allow area offenders to be held accountable for crimes committed. The IGA will be brought in front of Council at the September meeting.

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

- The Senior Center is open Monday through Friday, from 8:00 am to 4:00 pm. Senior Center staff are available for in-person questions and assistance for resource information. Our public computers, fitness room and pool and billiards room are available on a first come, first serve basis.
- The Cascades West Council of Governments is temporarily halting their congregate meal site at the Senior Center, due to the rise in positive COVID cases in the community. They continue to operate the Meals-on-Wheels (MOW) program, delivering 160+ meals to homebound seniors every Monday through Friday. They will also continue to allow seniors to pick up meals to go until they start up the in-person dining again.
- LINX Transit continues to operate the Loop and Dial-a-Bus services, Monday through Saturday, 7:00am to 6:00pm. LINX Transit continues to require all passengers and drivers to wear masks, whether vaccinated or not. We also continue with the additional cleaning protocols and requirements for operating public transportation.
- LINX Transit is disposing of our 2009 Ford 14-passenger vehicle, as it has more than reached its useful life. We will be taking it to the Oregon State Surplus, on September 9<sup>th</sup>, for them to post for sale. Sale proceeds will be deposited

into the LINX fund to be used for a future capital purchase.

- LINX Transit should be taking possession of our new 12-passenger bus toward the end of September. We are working with IT for radio and camera equipment installs.
- We are still in the process of recruiting for a new LINX Dispatcher/Scheduler. The recruitment is open through September 7, 2021.