



LEBANON CITY COUNCIL ELECTRONIC REGULAR MEETING AGENDA

January 12, 2022

5:00 PM WORK SESSION

6:00 PM REGULAR MEETING

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

Mayor Paul Aziz
Council President Jason Bolen
Councilor Wayne Rieskamp
Councilor Wayne Dykstra
Councilor Michelle Steinhebel
Councilor Gamael Nassar
Councilor Kim Ullfers

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.

5:00 PM – CALL TO ORDER WORK SESSION: *(City of Lebanon Work Sessions are less formal meetings that enable the Council to focus on and explore in detail a topic with staff and/or consultants. Like regular Council meetings, citizens are encouraged to attend and observe work sessions. Unlike regular Council meetings, work sessions do not include public hearings or other opportunities for citizen comments. Should action be required, that topic would be brought back to the next available regular session, at which time citizens would have the opportunity to comment before a formal action is taken.)*

Review Plans for a New City Hall – Presented by Nancy Brewer, City Manager

ADJOURN WORK SESSION

6:00 PM – CITY COUNCIL REGULAR SESSION

CALL TO ORDER / 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.*

AGENDA

AGREEMENT

BOARD MINUTES

Lebanon City Council Agenda – January 12, 2022

Independent Contractor Agreement for Public Defense Services with Erik Moeller

Library Advisory Committee – February 9, 2021

Planning Commission – August 18, September 15, October 20

November 17, 2021

PROCLAMATION / PRESENTATION / RECOGNITION

- Martin Luther King Jr. Service Day Proclamation (January 17)

PUBLIC COMMENTS *(Public comments may be submitted by email to cityrecorder@ci.lebanon.or.us prior to 5:00 PM on January 11. 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)*

REGULAR SESSION

1) Approval of Coronavirus State Fiscal Recovery Funding Grant Agreement – South Shore Trail Project, Project No. 21709

Presented by: Ron Whitlatch, Engineering Services Director
Approval/Denial by RESOLUTION 2022-01

2) City Manager's Report

Presented by: Nancy Brewer, 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

- February 9, 2022 (6:00 PM) Regular Session

ADJOURNMENT

*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 work session and/or meeting, please click this link to do so on YouTube: <https://youtu.be/tt2MnBOUx3o>*

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.

Work Session

Review Plans for a New City Hall

Nancy Brewer, City Manager

MACKENZIE.



CITY OF LEBANON
CITY COUNCIL WORK SESSION PRESENTATION
5PM WEDNESDAY, JANUARY 12, 2022



JEFF HUMPHREYS
Project Principal



CATHY BOWMAN
Project Manager



RAGAN ARCHER
Project Architect



MONTY HILL
Design Director



LAKE OSWEGO CITY HALL, LAKE OSWEGO, OR



SILVERTON CIVIC CENTER, SILVERTON, OR



LYNNWOOD JUSTICE CENTER, LYNNWOOD, WA



FAIRVIEW CITY HALL, FAIRVIEW, OR



PUBLIC RESTROOMS



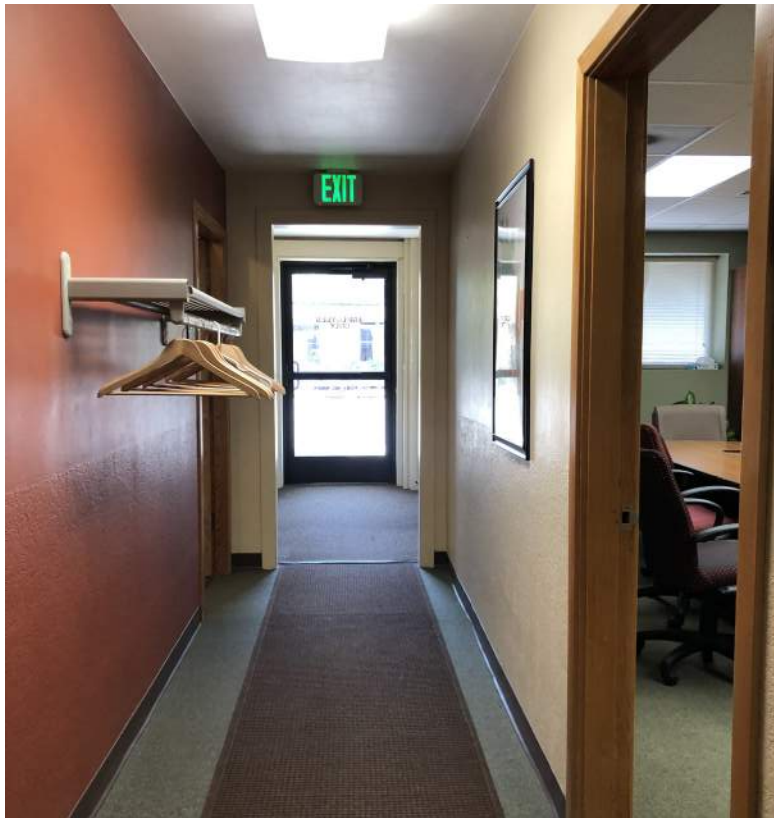
ENTRANCE

PUBLIC RESTROOMS

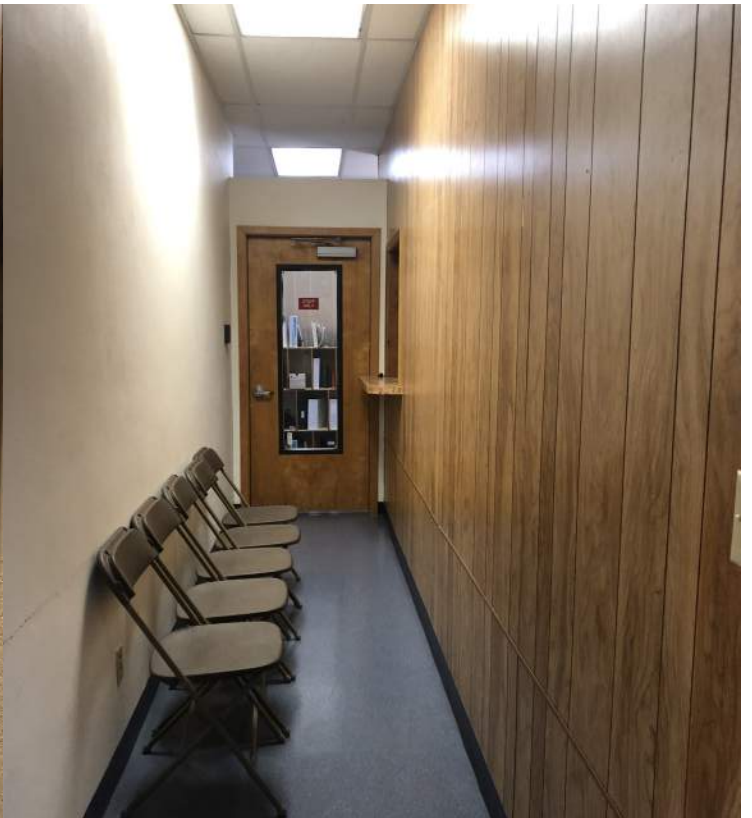
- Room does not meet ADA code requirements.
- Non ADA compliant fixtures.
- No grab bars at the toilet.
- Counter/cabinet prevents wheelchair access.
- Inadequate heating within space.

ENTRANCE

- No ADA counter.
- No separate vestibule.
- Inadequate space for seating.
- Does not allow for overflow when conducting business at counter.



CORRIDORS



STORAGE

CORRIDORS

- Floor elevation issues, tripping hazard.
- Corridor floors slant downwards towards exterior.
- Corridors are being utilized for storage and queuing.

STORAGE

- Vault door used instead of regular door.
- Incorrect latch on door, potential hazard of people getting locked in.
- Inadequate amount of storage.



RESTROOMS

RESTROOMS

- The bathrooms in the facility are older, cramped, and provide little privacy for staff.
- Grab bars and toilet accessories and fixtures do not meet accessibility standards.
- Toilet fixture count does not meet current code for current building occupancy.



STAIRWAYS

STAIRWAYS

- Stair treads lack visual contrast.
- Handrail graspability does not meet current code requirements.
- Handrail extents do not meet current code.
- Low lighting levels



SERVERY

SERVERY

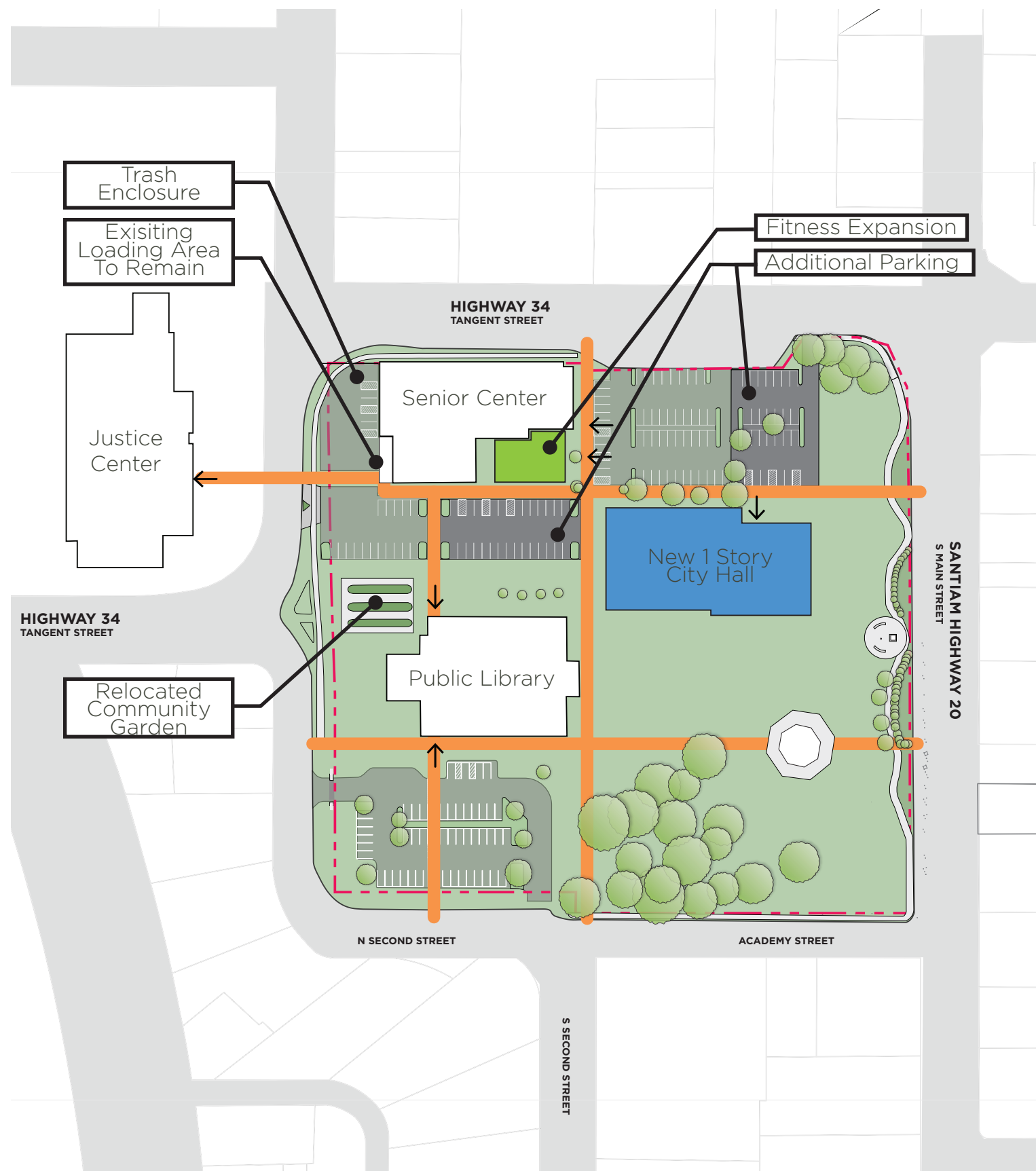
- Residential appliances are not vented properly or sized for demands on space.
- Wall and floor finishes are a sanitary and maintenance problem.



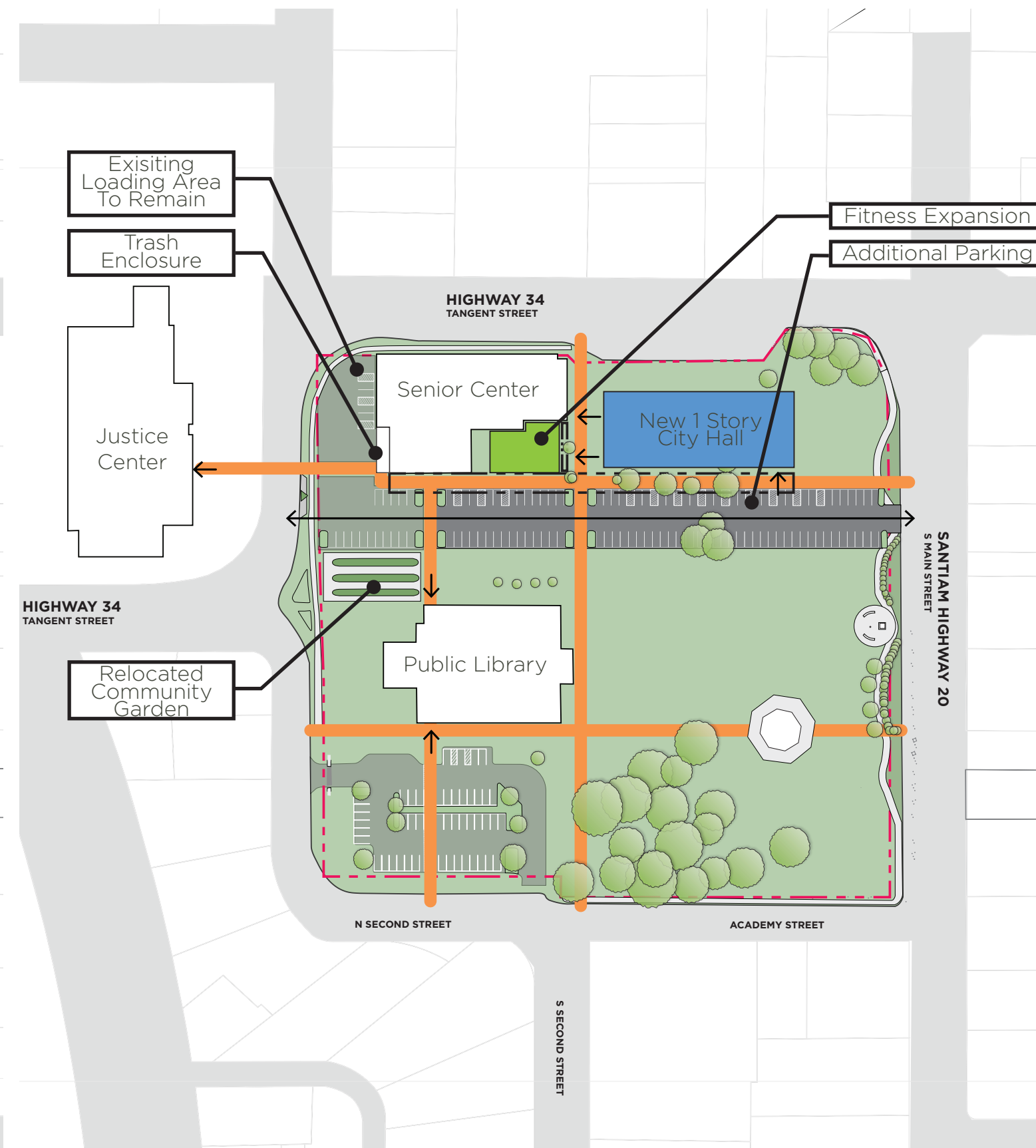
PARTITIONS

PARTITIONS

- Collapsible wall system is difficult to operate.
- Lack of storage space adjacent to cafeteria for tables/chairs when not in use.
- Rooms often used for fitness classes, floor surface is hard in event of falls.



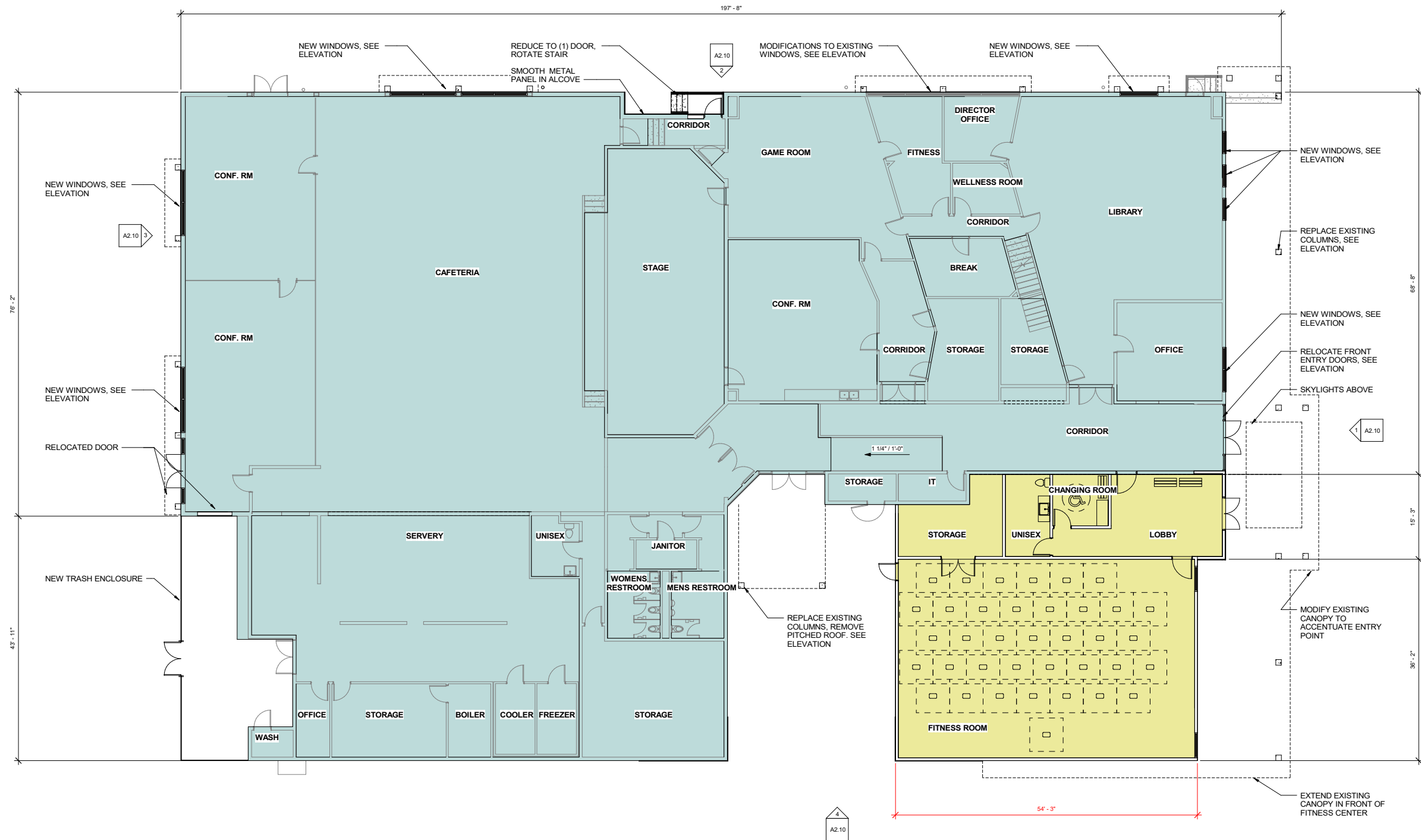
📍 **South Site**
NTS



📍 **North Site**
NTS



- CITY OF LEBANON
- LINN COUNTY COURTS
- SHARED PUBLIC FUNCTION
- BUILDING FUNCTION
- SECURE EMPLOYEE FUNCTION



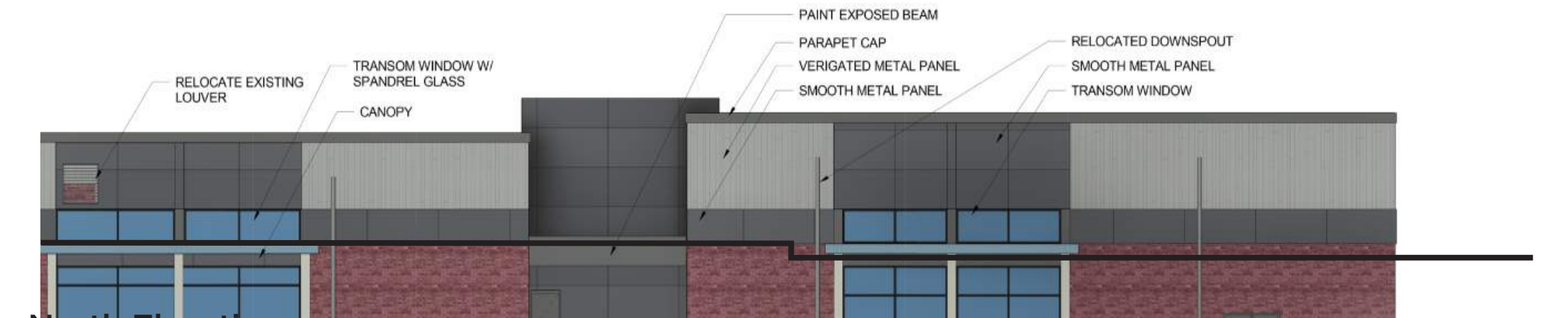
1 FLOOR PLAN

1" = 20'-0"

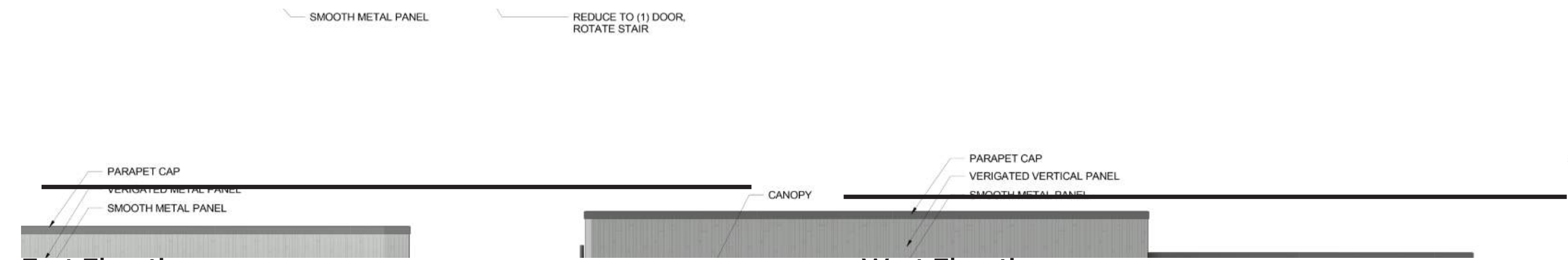
- EXISTING SENIOR CENTER
- EXPANDED FITNESS



South Elevation



North Elevation



East Elevation

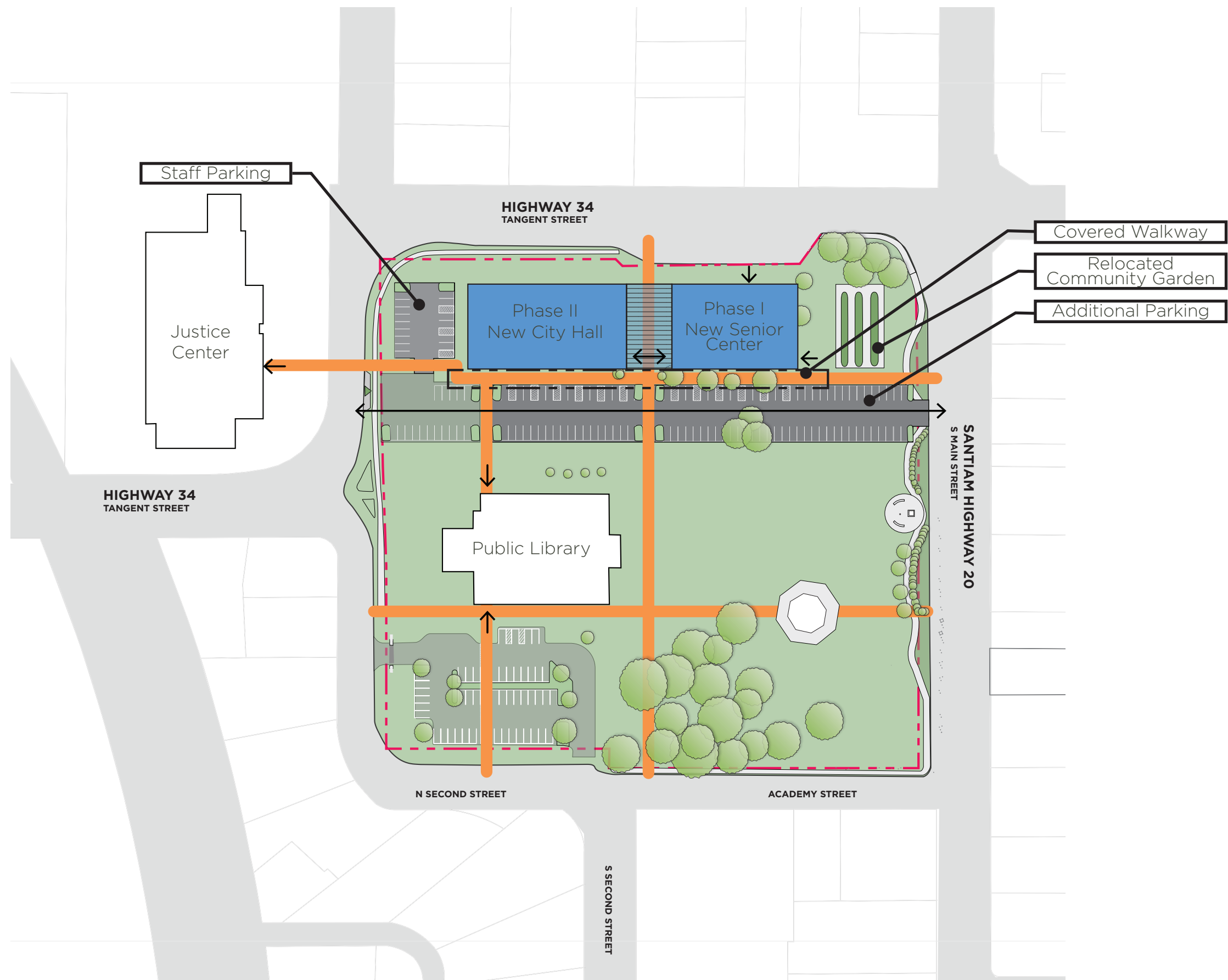
West Elevation



LEBANON JUSTICE CENTER



LEBANON PUBLIC LIBRARY



🕒 **Combined Site**
NTS

HIGH

Lebanon City Hall & Sr. Center - Cost Summary - HIGH

New Construction		Rev. 01/05/2022	
Construction Cost of Facility	OPTION 1 - STAND ALONE FACILITY		OPTION 2 - NEW COMBINED FACILITY
	OPTION 1 - NEW CITY HALL	OPTION 1 - SR. CENTER RENOVATION*	
Building Hardcost	\$7,547,860	\$3,177,546	\$13,344,734
Building - Sr. Center Addition	\$0	\$1,125,748	\$0
Site Hardcost	\$1,138,559	\$0	\$1,348,424
Subtotal	\$8,686,419	\$4,303,294	\$14,693,158
Margins			
Subtotal	\$4,632,359	\$2,365,016	\$8,063,143
Total Construction Costs	\$13,318,778	\$6,668,310	\$22,756,301
	\$725.03 /sf	\$330.85 /sf	\$698.20 /sf
Consultants Costs	OPTION 1 - CH	OPTION 1 - SR. CTR	OPTION 2 - COMBINED
Total Consultants Costs	\$1,867,202	\$924,716	\$3,123,040
	\$101.64 /sf	\$45.88 /sf	\$95.82 /sf
Owner Costs	OPTION 1 - CH	OPTION 1 - SR. CTR	OPTION 2 - COMBINED
Total Owner Costs	\$1,174,032	\$568,172	\$1,751,007
	\$63.91 /sf	\$28.19 /sf	\$53.72 /sf
Individual Total Project Cost	\$16,360,012	\$8,161,198	\$27,630,348
	\$890.58 /sf	\$404.92 /sf	\$847.74 /sf
Total Project Cost - Separate Facilities	\$24,521,210		
Total Project Cost - Combined Facility			\$27,630,348
Building Size (SF):	18,370 SF	20,155 SF	32,593 SF

Notes

*Renov - 17,289 SF; ADD. 2,866 SF

Courts: 2,600 SF = 1.9M construction cost

LOW

Lebanon City Hall & Sr. Center - Cost Summary - LOW

New Construction		Rev. 01/05/2022	
Construction Cost of Facility	OPTION 1 - STAND ALONE FACILITY		OPTION 2 - NEW COMBINED FACILITY
	OPTION 1 - NEW CITY HALL	OPTION 1 - SR. CENTER RENOVATION*	
Building Hardcost	\$7,547,860	\$3,177,546	\$13,344,734
Building - Sr. Center Addition	\$0	\$1,125,748	\$0
Site Hardcost	\$1,138,559	\$0	\$1,348,424
Subtotal	\$8,686,419	\$4,303,294	\$14,693,158
Margins			
Subtotal	\$4,053,282	\$2,066,656	\$7,073,739
Total Construction Costs	\$12,739,701	\$6,369,950	\$21,766,897
	\$693.51 /sf	\$316.05 /sf	\$667.84 /sf
Consultants Costs	OPTION 1 - CH	OPTION 1 - SR. CTR	OPTION 2 - COMBINED
Total Consultants Costs	\$1,793,372	\$886,676	\$2,996,894
	\$97.63 /sf	\$43.99 /sf	\$91.95 /sf
Owner Costs	OPTION 1 - CH	OPTION 1 - SR. CTR	OPTION 2 - COMBINED
Total Owner Costs	\$1,161,871	\$509,406	\$1,730,230
	\$63.25 /sf	\$25.27 /sf	\$53.09 /sf
Individual Total Project Cost	\$15,694,944	\$7,766,033	\$26,494,021
	\$854.38 /sf	\$385.32 /sf	\$812.87 /sf
Total Project Cost - Separate Facilities	\$23,460,977		
Total Project Cost - Combined Facility			\$26,494,021
Building Size (SF):	18,370 SF	20,155 SF	32,593 SF

Notes

*Renov - 17,289 SF; ADD. 2,866 SF

Courts: 2,600 SF = 1.9M construction cost

Next Steps

- IDENTIFY FUNDING
- PREFERRED OPTION FOR FURTHER REFINEMENT

Q&A

MACKENZIE.

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Architecture · Interiors · Structural Engineering · Civil Engineering
Land Use Planning · Transportation Planning · Landscape Architecture

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Consent Calendar

Agreements



LEGAL

John Kennedy, City Attorney

MEMORANDUM

To: City Council

Date: 01/03/2022

From: John Kennedy, City Attorney

Subject: Public Defender Contract

Attached for consideration is a new two-year contract for contract public defender services with Eric Moeller. Mr. Moeller did not request any changes to the material terms in the contract, including compensation. This is the first extension after the Council approved an exclusive contract with Moeller two years ago. Prior to drafting this extension, I reached out to City Court Staff, the Municipal Judge and our prosecutor, Jeff Clayson and court liaison Molly Knuth. All interested persons confirmed that the process is working well. Eric is responsive, timely and pleasant to work with. No one identified any problems or concerns. I recommend Council renew the contract for a new two-year term.

INDEPENDENT CONTRACTOR AGREEMENT FOR PUBLIC DEFENSE SERVICES

THIS AGREEMENT, made and entered into this 1st day of March, 2022, by and between the City of Lebanon, a municipal corporation of the State of Oregon, hereinafter called "City", and Erik Moeller, hereinafter called "Public Defender" or "Moeller" depending on the context. The following are the underlying bases for the Contract:

- The city has a constitutionally mandated responsibility to provide public defender services.
- The City desires to have legal services performed for eligible persons entitled to public representation in Lebanon by Moeller, as authorized by law.
- Moeller agrees to provide, and the City agrees to pay for, competent and diligent representation to its clients as required by the Oregon Rules of Professional Conduct.
- The City and Moeller agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services to eligible clients.

THE PARTIES AGREE AS FOLLOWS:

1. **Duties:** The City hereby contracts with Moeller to serve as the Public Defender, for the City, to perform the functions and duties specified in said job description (Attachment A) and outlined in this Agreement and shall perform such other duties and functions for the City, from time to time, if mutually agreed upon by both parties.

2. **Term:** This agreement shall be for two years, commencing upon the first day of March 2022 and ending on the last day of February, 2024. The terms of this agreement shall be reviewed by the parties at the end of this term. Should an extension period be requested a new contract shall be drafted.

(a) For the purpose of this agreement, said Public Defender is considered an "Independent Contractor." Notwithstanding the foregoing, Moeller shall serve at the pleasure of the Lebanon City Council. Either party may, at any time, terminate this contract with or without cause, upon a sixty-day written notice, in which event Moeller shall be entitled to all payments then due.

(b) The City may terminate this contract for good and sufficient cause with or

BTM

without notice.

3. **Independent Contractor:** Moeller is, for all purposes arising out of this Contract, an independent contractor, and neither Moeller nor his employees shall be deemed employees of the City. Moeller shall complete the requirements of this Contract according to his own means and methods of work, which shall be in the exclusive charge and control of Moeller and which shall not be subject to control or supervision by the City, except as specified herein.

4. **Periodic Review:** The City Council may review the performance and compensation of the Public Defender by such method and at such times as the Council shall deem appropriate and necessary.

5. **Hours of Work:** It is recognized that the hours devoted by the Public Defender in the performance of his responsibilities may vary with the caseload of the court. It is anticipated that court shall be held the second and fourth Tuesday's of every month subject to the discretion of the Municipal Judge and needs of the court.

6. **Compensation:** Moeller shall be paid the sum \$22,200 annually, paid in monthly installments of \$1,850.00 beginning March 2022 through February 2024 as compensation for services to be performed pursuant to this Agreement and as outlined in the Public Defender job description (Attachment A). Payment shall be made pursuant to the City's usual practices for the payments of accounts payable.

7. **Support Staff:** Moeller agrees that he has secured or will secure at his own expense, all persons, employees, and equipment required to perform the services required under this Contract.

8. **General Provisions:** This contract shall constitute the entire agreement between the parties and supersede any previous agreements or understandings. If any provisions or a portion thereof contained in the contract is held to be unconstitutional, invalid or unenforceable, the remainder of this contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect. No other benefits, consideration or compensation of any kind shall be due from the City to Moeller or any of his staff other than as set forth herein.

9. **Effective Date:** This agreement shall be effective the first day of March, 2022.

IN WITNESS WHEREOF, the City has caused this agreement to be signed and executed by virtue of the lawful authority of the Lebanon City Council, upon the date first mentioned above.

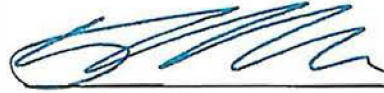
EM

Paul R. Aziz, Mayor of Lebanon

Nancy Brewer, City Manager

ATTEST:

Kim Scheafer, City Recorder



Erik J.D. Moeller, Public Defender

Approved as to form:



John E. Kennedy, City Attorney

Date

Attachment A

- Providing legal representation, consultation, and advice to clients.
- Representing clients during criminal investigative proceedings.
- Preparing a defense, conducting legal research, gathering facts, and interviewing the client and witnesses.
- Working closely with clients, providing and discussing information, strategies, and developments.
- Arranging for bail to be set and bonds to be posted.
- Writing motions, pleadings, and legal arguments.
- Preparing legal documentation and representing clients in court.
- Handling pretrial discovery, withdraw pleas, suppression motions, and appeals.
- Attending sentencing and negotiating plea bargains.

Board/Committee
Commission Minutes



Minutes
Lebanon Public Library
Advisory Group Meeting
February 9, 2021

The meeting was called to order at 4:27.

Present: Denice Lee, Jane Turner, Russ Fish, Virginia Cloyd, Kendra Antila

Minutes of the October 2020 meeting were approved as presented.

Library Director's Report: Library statistics were discussed. Numbers are down but in keeping with our limited occupancy. Scaled down summer reading plans were detailed – no performers. SRP grant funds will be used for permanent StoryWalk installation.

Friends of the Library Report: Friends still on indefinite hiatus, no book sales or incoming funds. The Friends were once again awarded a \$1500 matching grant from the Siletz tribe. The Siletz funds will be used to purchase giveaway prize books for SRP.

New Business: The new limited access non-resident Student Card policy was discussed and approved as presented.

Unfinished Business: Changes to the existing Circulation Records policy were approved as worded. The policy is now the Patron Privacy policy and encompasses the circulation records policy with additional wording to reflect ways in which the library strives to protect our users' privacy. The newly created Resource Sharing policy was also approved as worded. Finally, minor amendments to existing policies were approved. These include the Patron Cards for Children, Passport Program, and Circulation policies (specifically hold fees).

Public Comments: None.

Announcements: None

The meeting was adjourned at 5:30pm. The next meeting will be April 13, 2021 @ 4:30.



City of Lebanon
Planning Commission
Meeting Minutes
August 18, 2021

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 at the Santiam Travel Station. The meeting was also provided on the zoom for a virtual platform.

2. ROLL CALL

Roll call was taken. Commissioner Port was excused.

3. APPROVAL OF MEETING MINUTES

July 21, 2021 minutes – there were no corrections or amendments, the minutes were approved as written.

4. CITIZEN COMMENTS - None

5. PUBLIC HEARINGS

A. Planning File A-21-03 – Annexation of two parcels on S Santiam Highway and Crowfoot Road (12S02W23D 01900 and 12S02W24D 00500 – 4070 S Santiam Hwy).

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. Seeing none, 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.

At the conclusion of the staff report, Chairman Salvage opened the discussion up for questions of staff. Seeing none, the public testimony portion of the hearing was opened.

The Applicant's representative, Laura LaRoque, spoke on behalf of the applicant. They indicated support for the recommendation to approve the annexation and were available to answer any questions.

Chairman Salvage asked the Commissioners if they had any questions. Chairman Salvage himself asked if Crowfoot Road would be realigned. City Engineer Whitlatch indicated that the road would be realigned in the future and land dedication from the property would be required upon development of the property.

Seeing no further questions, Chairman Salvage asked if there were any other members of the public that wished to speak on the matter.

Seeing none, Chairman Salvage closed the hearing and asked the Commissioners if they felt the decision criteria was met.

Commissioners indicated with head nods that the application met the decision criteria.

Seeing no other comments, Chairman Salvage requested a motion.

Commissioner Munn moved to recommend approval of the annexation to the City Council.

Commissioner McClain seconded the motion.

The motion passed 6-0.

B. Planning File CPMA-21-01 – Comprehensive Plan Map Amendment to change the designation of a property in the UGB from Commercial to Mixed Use (12S02W23D 08500 – 333 Crowfoot Road).

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. Seeing none, 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.

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

Commissioner McClain asked about the status of the Westside Interceptor Sewer Project. City Engineer Whitlatch responded the project construction would begin in September and is anticipated to be completed in 3rd quarter of 2023. But the end of the line is at Crowfoot and View Lane, with the future connection on to Weirich Road.

Commissioner Salvage asked what the County designation for the property is. Director Hart indicated that she is not sure, but the County zoning is consistent with the current designation of the Commercial, so to do any change of use as proposed here, the applicant would need to complete the comprehensive plan change with the City, then change the zoning with the County.

Commissioner McClain indicated that he feels the property owner is moving in the right direction with the zone change

Chairman Salvage, seeing no further questions, invited the applicant to speak.

The property owners, Jeff and Julie Moore spoke, indicating they are residing on the property and converted it to a house already. The future plans for the property would be a care facility for individuals with disabilities, or a child or adult day care for disabilities.

Commissioner McClain asked for clarification on what "drop-off center". Jeff Moore responded that the drop-off center would be a day care type facility.

Chairman Salvage asked if there were any other members of the public that would like to speak on the application. Seeing none, the hearing was closed and discussion restricted to the planning commission and staff.

Commissioner Munn wanted to verify their proposed use of the care facility was approved by the City, and Chairman Salvage asked whether the Planning Commission would review the use.

Director Hart indicated the property was still in the County, so for the City to review the use, the property would need to be annexed. The City's code allows for congregate living and day care uses, but Director Hart was not sure to which level of application review they would be subject. At this point, the applicant would need to verify the proposed use is appropriate through the County.

Vice-Chair Robertson asked about the intersection transitioning to a roundabout. City Engineering Whitlatch indicated the City has a preliminary design for the roundabout and this property is not impacted.

Chairman Salvage asked the Commissioners if the application meets the criteria. Commissioner McClain and Munn agreed verbally.

Commissioner Gerig-Knurowski moved to recommend approval of the

comprehensive plan map amendment to the City Council.

Commissioner McClain seconded.

The motion passed 6-0.

6. WORK SESSION – Discussion item on possible Development Code amendments regarding fueling station siting within the City.

At the previous Planning Commission meeting in May, the Planning Commission directed staff to research the standards applied to fueling stations in other cities and identify potential standards to be applied to fueling stations in the potential new zones which they could be permitted.

During the work session at the August Planning Commission meeting, staff presented the results of the research and the potential development standards. This included identifying a minimum property size for fueling stations, location restrictions based on road classifications, lighting and site standards to provide a buffer between uses, and permitting types.

The Planning Commission discussed whether a conditional use permit was sufficient for establishing the regulations for buffering between residential, or if minimum standards should be established in the code. Discussion was also had amongst the commissioners on impacts of the code changes to the existing neighborhoods, and wanting to ensure those impacts were mitigated, and the public had the opportunity to consider the changes the Planning Commission was considering.

At the end of the discussion, the Planning Commission directed staff to provide some draft language at another work session in September to review the development standards discussed and identified above.

7. COMMISSION BUSINESS & COMMENTS

Planning Commission Training – Public Meeting Laws

The City Attorney guided the Planning Commission through a training on Oregon Public Meeting Laws, Conflicts of Interest and Bias.

Director Hart indicated there would be a meeting in September

8. ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:30pm.

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



City of Lebanon
Planning Commission
Meeting Minutes
September 15, 2021

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 – WORK SESSION – 5:00 PM

Chairman Salvage called the meeting of the Lebanon Planning Commission work session to order at 5:00 pm at the Santiam Travel Station. The meeting was also provided on the zoom for a virtual platform.

2. ROLL CALL

Roll call was taken. Commissioner Port was excused.

3. WORK SESSION – *Discussion item on possible Development Code amendments regarding fueling station siting within the City.*

At the previous Planning Commission meeting in August, the Planning Commission held a work session to consider amending the development code to allow for greater opportunities for fueling stations in the City. At the conclusion of the August work session, the Planning Commission directed staff to provide some draft language to review the development standards for the fueling stations

During the work session, staff presented the draft code language that would implement the standards for fueling stations, including minimum lot size, location standards on arterials and collectors at intersections, lighting standards, and permit types.

The Planning Commission reviewed the language and determined it was appropriate to draft an ordinance based on the development code language provided, with modifications to eliminate hours of operation limits, and further consideration of landscape buffers. There was one outstanding question on the level of landscaping to be provided for buffering between residential and the fueling station. Staff indicated they would include a placeholder in the ordinance to then circle back to at the next public meeting.

At the end of the discussion, the Planning Commission directed staff to draft the proposed ordinance and proceed with the public hearing procedures for the ordinance adoption.

4. PLANNING COMMISSION TRAINING - *The role of findings and conditions in Planning Commission decisions.*

Community Director Hart led the training session to discuss the application process for consideration of a use or development, how to develop a finding for the approval of an application, and the development of a condition to mitigate concerns and address public comments.

REGULAR SESSION – 6:00PM

1. APPROVAL OF MEETING MINUTES – None.

2. CITIZEN COMMENTS - *None*

3. PUBLIC HEARINGS

A. Planning File A-21-04 – Annexation of a property on the north side of Walker Road, east of Stoltz Hill Road (12S02W15CD 3501)

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. Seeing none, 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 indicated there was one written comment received, but it indicated a personal consideration of the developer and did not reflect any decision criteria.

At the conclusion of the staff report, Chairman Salvage opened the discussion up for questions of staff. Seeing none, the public testimony portion of the hearing was opened.

The Applicant's representative, Laura LaRoque, spoke on behalf of the applicant. They indicated support for the recommendation to approve the annexation and were available to answer any questions.

Jordan Schweiger, owner of the property spoke in favor of the application, and their desire to continue to build in Lebanon.

Chairman Salvage asked the Commissioners if they had any questions. Seeing no questions, Chairman Salvage asked if there were any other members of the public

that wished to speak on the matter.

Seeing none, Chairman Salvage closed the hearing and asked the Commissioners if they felt the decision criteria was met.

Commissioners indicated with head nods that the application met the decision criteria.

Seeing no other comments, Chairman Salvage requested a motion.

Commissioner Gerig-Knurowski moved to recommend approval of the annexation to the City Council.

Commissioner McClain seconded the motion.

The motion passed 6-0.

B. Planning File AR-21-05 – Administrative Review proposal for a 42-unit apartment complex on the northwest corner of S Main Road and Vaughan Lane (12S02W22A 07000 – 3180 S Main Road)

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. Seeing none, 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. A written public comment was received in opposition to the application with stated concerns over the loss of views of the hillsides and loss of privacy of their property.

Director Hart also requested the Planning Commission to consider a minor modification to the condition to require a DSL permit, to simply meet DSL requirements for fill of wetlands as the level of fill proposed would not trigger a permit.

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

Vice-Chair Robertson asked about the access on S Main Road and whether there was sufficient distance from the intersection for the access, or if there is any restricted access. Director Hart indicated that the applicant has identified that access as restricted, but the staff has not identified it as a condition to be restricted. City Engineer Whitlatch indicated that the driveway is far enough to not require a restriction. It was also indicated that there would not be a need for a designated right turn lane from S Main on to Vaughan, so this driveway would not interfere with

the street maneuvering.

Seeing no additional questions for staff, the applicant was invited to speak.

Matt Johnson from Studio 3 Architecture was representing the property owner. Mr. Johnson indicated that the property was over 465 feet in width, and the proposed emergency access was discussed to address the fire access, but a hammerhead could be applied for fire so it can be open access for residents. Mr. Johnson indicated that the project follows all of the code requirements with the application of the earned parking reduction, and the project meets the decision criteria.

Chairman Salvage asked for the width of the parking lot. Mr. Johnson responded the parking lot is 69 feet in width, and the units are approximately 85 feet from the northern property line.

Chairman Salvage asked whether there would be any street connection to the subdivision to the north. Mr. Johnson answered in the negative.

Vice-Chair Robertson asked regarding the orientation of the balconies, and to discuss the privacy concerns. Mr. Johnson indicated the balconies face the parking lot, and that they have not received complaints post occupancy regarding privacy with the distance provided, but he did not want to speak to the comfort level of the complainant.

Brian Vandetta, Udell Engineering provided information about water utility hookups, abandoning of the well on-site, and the distances and width of the property as it relates to the location of the driveways, and meeting appropriate distances to allow for safe maneuvering.

Seeing no additional questions of the applicant, Chairman Salvage asked if there was anyone in the audience to speak on the application.

The property owner to the north of the subject parcel spoke in opposition of the application. The property owner indicated concern on the driveway on S Main Street, and that the parcel does not seem large enough to accommodate what is being proposed. The property owner also indicated that the traffic is terrible as is, so adding additional traffic is not appropriate.

Seeing no other public comments, Chairman Salvage asked the applicant for any rebuttal or final comments.

Matt Johnson from Studio 3 Architecture verified there is sufficient land area for the development, a sight-obscuring fence is also already conditioned to be provided, the units will be market rate, and street improvements on Main Road and Vaughan Lane will be provided as part of the development, including dedication of land for a center turn lane.

Seeing no further comments, the hearing was closed and discussion restricted to the planning commission and staff.

Chairman Salvage asked whether it was appropriate to have unrestricted access on S Main Road or not. City Engineer Whitlatch indicated the location of a driveway is appropriate for unrestricted access, and that it would take pressure off the intersection.

Chairman Salvage asked the Commissioners if the application meets the criteria. Commissioners answered in the affirmative.

Vice-Chair Robertson moved to approve the application with the modification to the conditions proposed by staff for the wetland permit conditions. .

Commissioner Prenoveau seconded.

The motion passed 6-0.

C. Planning File CU-21-02 - Development and operation of a restaurant including a drive-through facility for the operation of a Dairy Queen on the east side of S Santiam Highway, north of the Walgreens (12S02W23B 114)

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. Seeing none, 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. At the conclusion of the staff report, Chairman Salvage opened the discussion up for questions of staff.

Vice-Chair Robertson asked for clarification on the access onto Highway 20. Director Hart indicated use of the Walgreens easement and access through the Walgreens property would be required to get back to Burdell, but future development of the remainder of the vacant property to the east could be adjusted.

Vice-Chair Robertson and Commissioner Munn asked about the main entrance to the dining area, and appropriate access to the entrance from the parking area. Director Hart identified the designated walkway that is located behind the stacking area, and how pedestrians would maneuver through the site.

Chairman Salvage indicated the layout looked and operated similar to what the McDonalds in town.

Seeing no further questions of staff, Chairman Salvage asked for the applicant to speak.

John Odom, the architect spoke about the site design, access off Highway 20, and overall operation of the site, and provided details about how to operate the drive-

through to avoid site and street congestion.

Seeing no questions for the applicant, Chairman Salvage opened the discuss to the public. There were no public comments, and the public comment period was closed.

Commissioner Munn indicated the site seemed congested, but it meets the decision criteria.

Seeing no further comments, Chairman Salvage asked for a motion.

Commissioner Prenoveau moved to approve the application with the modification to the conditions proposed by staff for the wetland permit conditions. .

Commissioner Munn seconded.

The motion passed 6-0.

4. COMMISSION BUSINESS & COMMENTS

Director Hart indicated the City is starting the update to the Parks Master Plan and introduced John Coon who will be helping with the update as a RARE Intern.

Director Hart indicated that there were no applications schedule for the October meeting, but a meeting could still be scheduled to hold a Planning Commission training.

The Commissioners identified a desire to consider the Planning Commission training.

5. ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:20pm.

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

Planning Commission Training

Procedures, Findings, and Conditions



THE CITY THAT FRIENDLINESS BUILT

Application Procedures

- Development Review Team – reviews concept
- Application submittal
- Reviewed by Staff for Compliance with:
 - Development Code
 - Engineering Standards
 - Fire Code
- Public Notification – 20-day notification period (usually)
- Public Hearings (for some applications)
- Decision
 - Administrative – Planning Official
 - Quasi-Judicial – Planning Commission
 - Legislative – City Council

Land Use & Development Decisions	Decision-Making Procedure	Decision Authority	Local Appeal is Heard By
Annexation	Legislative	City Council [CC]	xxx
Appeals	Administrative / Quasi-Judicial	Planning Official / Planning Commission [PC]	PC CC
Code Interpretation	Administrative	Planning Official / PC	PC
Comprehensive Plan and Zoning Map Amendments	Legislative	City Council	xxx
Conditional Use	Quasi-Judicial	Planning Comm.	CC
Development Code (LDC), and Comprehensive Plan Text Amendments	Legislative	City Council	xxx
Historic Preservation Reviews and Register Updates	Administrative Quasi-Judicial Legislative	Planning Official Planning Comm. City Council	PC CC xxx
Home Occupations	Ministerial	Planning Official	PC
Land Partition	Administrative	Planning Official	PC
Modification to Approved Plans and Conditions of Approval	Ministerial Administrative Quasi-Judicial	Planning Official Planning Official Planning Comm.	PC PC CC
Non-Conforming Uses and Developments	Administrative	Planning Official	PC
Planned Development - Preliminary	Quasi-Judicial	Planning Comm.	CC
Planned Development - Final	Ministerial Administrative Quasi-Judicial	Planning Official Planning Official Planning Comm.	PC PC CC
Property Line Adjustment	Administrative	Planning Official	PC
Sign Permit (Planning Review)	Ministerial	Planning Official	PC
Subdivision	Administrative Quasi-Judicial	Planning Official Planning Comm.	PC CC
Temporary Uses	Ministerial	Planning Official	PC
Tree Felling Permit (Steep Slopes)	Administrative	Planning Official	PC
Urban Growth Boundary Amendments	Legislative	City Council	xxx
Vacating Public Lands and Plats	Legislative	City Council	xxx
Variances (Adjustments)			
• Class 1 (Minor Adjustment)	Ministerial	Planning Official	PC
• Class 2 (Adjustment)	Administrative	Planning Official	PC
• Class 3 (Variance)	Quasi-Judicial	Planning Comm.	CC



Decision Criteria!

- Applications are Approved or Denied based on the ability to meet the Decision Criteria
 - Decision Criteria is established in the Development Code – can only be changed by Legislative Action
- The Decision Criteria changes based on the type of applications
 - Administrative Reviews – Does the project meet development standards?
 - Subdivisions – Are the lots sized appropriately and able to be serviced by utilities and transportation?
 - Conditional Use Permits – Are potential negative impacts appropriately mitigated?
 - Variances – Is there a unique circumstance?



Findings

- The Findings must support the decision criteria and identify evidence of support
 - Example: Apartment Development
 - Decision Criteria – “The proposal shall conform to use, height limits, setbacks and similar development requirements of the underlying zone”
 - Finding Language:
 - Identify the standards the apply (max. height – 40 feet)
 - Identify how the proposal meets the standard (proposed height – 35 feet)
 - Continue pattern for each identified criteria
 - Example: Use – Bar or Tavern
 - Decision Criteria – “The negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other Code standards, or other reasonable conditions of approval”.
 - Finding Language:
 - Identify potential negative impact (noise)
 - Identify how the use is mitigating that impact:
 - Limit outdoor seating, locate as far away from neighboring properties as possible on the lot, close the outdoor seating early to limit night-time noise levels (conditions of approval)
 - Buffering the properties with high screen landscaping (code standard)
 - Restrict live entertainment to indoors only (conditions of approval)



Conditions of Approval

- We are guided by the Supreme Court! (and a bunch of other regulations)
 - Nollan v. California Coastal Commission, 107 S. Ct. 3141 (1987)
 - Essential nexus between conditions and problem or concern trying to be addressed
 - Dolan v. City of Tigard, 114 S. Ct. 2309 (1994)
 - Rough proportionality
 - Koontz v. St. Johns River Management District, 133 S. Ct. 2586 (2013)
 - Monetary in lieu of property exactions must meet the Nollan/Dolan two-part test



Conditions of Approval

- Example: Bar-Tavern Use (Conditional Use Permit)
 - What is the objective? To mitigate noise intrusion to neighboring properties
 - Proposed Condition: High Screen Landscaping shall be installed along the perimeter of the property within the required 5-foot landscape buffer.
 - Put it to the test – Is there a nexus? Is the condition requirements a proportional response?
- Hypothetical: 1,500 square foot building expansion for existing business on Montessa Way
 - City TSP has a plan to expand Montessa Way south to connect to the street system.
 - As a condition of approval, staff is requiring a 10-foot land dedication from the subject property as well as full half-street road improvements from Oak to the end of the road as the street is considered sub-standard.
 - Put it to the test – is there a nexus? Is there a rough proportionality between the condition and proposed project?



Put it all Together

- Applications are required for development, and some uses to ensure compliance with the development code, and provide standards to protect the public health, safety, and welfare
- Application procedure and review authority established in the Development Code and can be amended over time
- Findings are the established record that the applicant has provided evidence to demonstrate compliance with the development code, and the Planning Commission decision is based on the specific criteria and written support that the criteria has been met
- Conditions of Approval are to address direct impacts of the proposed project beyond the code standards
 - This is the tool that can be used to address public concerns during hearings





City of Lebanon
Planning Commission
Meeting Minutes
October 20, 2021

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

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

1. CALL TO ORDER – WORK SESSION – 5:00 PM

Vice-Chair Robertson called the meeting of the Lebanon Planning Commission work session to order at 5:00 pm at the Santiam Travel Station. The meeting was also provided on the zoom for a virtual platform.

2. ROLL CALL

Roll call was taken. Chairman Salvage and Commissioner Port was excused.

2. CITIZEN COMMENTS - *None*

3. WORK SESSION – PLANNING COMMISSION TRAINING – *The Statewide Planning Goals, .*

Community Director Hart and Community Development Assistant/RARE Americorp Member John Coon led the training session on the Statewide Planning Goals, and how the City's Comprehensive Plan and Development Code interact and implement the Statewide and local planning goals.

The conversation included a discussion on the level of housing development, and type of development, how the city can further regulate uses and development to ensure local goals and visions are met, and the City's next steps in implementing the update to the Comprehensive Plan, including a Housing Production Strategy, and an Economic Opportunity Analysis.

The presentation materials are incorporated in these minutes as a reference to the discussion materials.

4. COMMISSION BUSINESS & COMMENTS

Director Hart indicated the next planning commission will include consideration of the ordinance to expand fueling station opportunities in the City.

5. ADJOURNMENT:

There being no further business, the meeting was adjourned at 5:50pm.

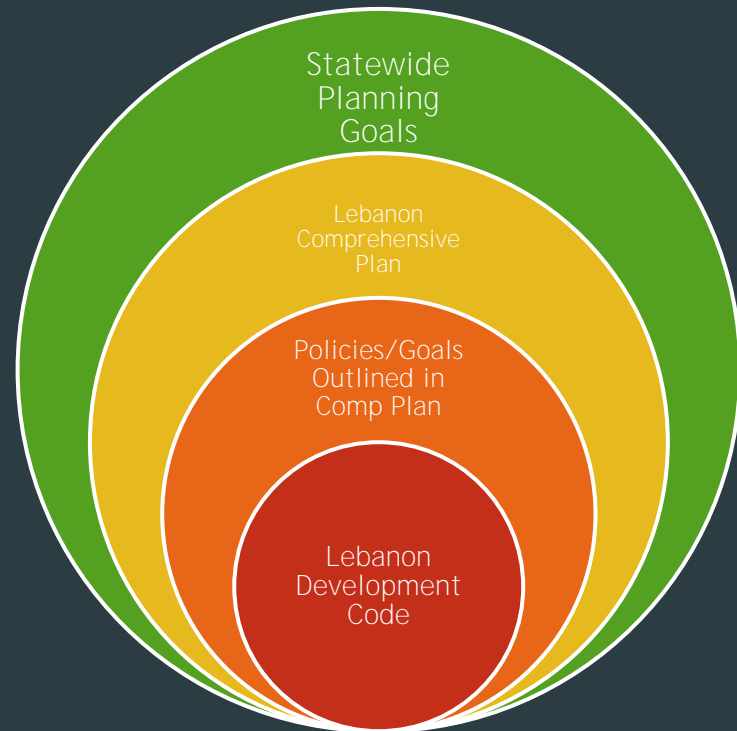
[Meeting minutes prepared by Kelly Hart, Community Development Director]

The background features abstract green geometric shapes, including triangles and parallelograms, in various shades of green, creating a modern and dynamic look.

Planning Commission Training: Our Role in the Statewide Planning Goals

OCTOBER 20, 2021

How the Statewide Goals and Lebanon Interact



- ❖ The Statewide Goals were established in 1973 with the passing of SB100
- ❖ Requires localities to create Comprehensive Plans that work alongside and comply with the Statewide Goals
- ❖ The Comprehensive Plan outlines how Lebanon will work to achieve the overarching statewide goals.
- ❖ **Lebanon's Development Code is the tool that** allows the City to meet the policies and goals the Comprehensive Plan sets forth.
- ❖ In turn, using our Development Code, we accomplish our Comprehensive Plans goals which feed into accomplishing our Statewide goals.

Statewide Goal	Lebanon Comp. Plan Ch. 1
<p>Goal 1: Citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.</p> <p>Goal 2: Each local government in Oregon must have and follow a comprehensive land use plan and implementing regulations.</p>	<p>The Comprehensive Plan sets the Planning Commission as the designated Committee for Citizen Involvement.</p> <p>It also acts as a policy guide for the implementation of the City's land use regulations, code, and ordinance.</p>



Goals 1 & 2: Citizen Involvement; Land Use Planning

Lebanon implements these goals by:

- Providing open notice to the public regarding meetings
- Supporting the formation of neighborhood groups that may enhance citizen involvement
- Use of a Comprehensive Plan Map
- Setting Land Use Designations
- Zoning Ordinances and Zoning Maps
- Land Use Surveys
- Land Use Patterns and Historical Use Trends

Statewide Goals

Goal 5: To protect natural resources and conserve scenic and historic areas and open spaces.

Goal 6: To maintain and improve the quality of the air, water and land resources of the state.

Lebanon Comp. Plan-Ch. 2

Natural resources, historic, and open spaces provide constraints for some developmental planning while enhancing other features and goals

The Comprehensive Plan establishes that requirements for discharges and waste not violate environmental regulations.

Goal 5 & 6: Natural Resources, Scenic and Historic Spaces, and Open Spaces; Air, Water, and Land Resources Quality

- ▶ Lebanon implements these goals through:
- ▶ Implementation and enforcement of the Riparian Protection Zone
- ▶ Establishing Special Planning overlay zones for areas such as Cheadle Lake, Santiam River Area, and Ridgeway Butte
- ▶ Protecting in-channel vegetation
- ▶ Requiring developments to recognize on-site mature vegetation and preserve resources
- ▶ Enforce provision of the Building Code for development sites regarding environmental limitations.
- ▶ Complying with federal, state, and county air quality protection requirements.

Statewide Goal

To protect people and property from natural hazards through engaging in natural hazard planning and responding to new hazard information.

Lebanon Comp. Plan: Ch. 2

Integrate policies for emergency response, coordination, and compliance to aid in natural hazards that effect Lebanon.



Goal 7: Areas Subject to Natural Hazards

How Lebanon implements this:

- Participation in the Oregon Emergency Response System
- Establishing a Lebanon Emergency Management Plan and Program
- Including evacuation and recovery plans in the Lebanon Emergency Management Plan and Program.

Statewide Goal	Lebanon Comp. Plan: Ch. 2, Ch. 9
To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.	The Comprehensive Plan includes goals for parks and natural areas that are to be used for recreation activities.



Goal 8: Recreational Needs

How Lebanon implements this:

- The Parks Master Plan sites and identifies recreational areas
- The Trails Master Plan identifies future recreational trails to meet this goal
- Coordinating with schools to cross utilize recreational areas (ex. Lebanon Highschool swimming pool)

Goal 9: Economic Development

How Lebanon implements this:

- ▶ Updating population information and projections
- ▶ Initiating the Economic Opportunity Analysis to help development predictions
- ▶ The **ECONorthwest's** 2004 Buildable Lands Inventory to assess land available within the UGB

Statewide Goal

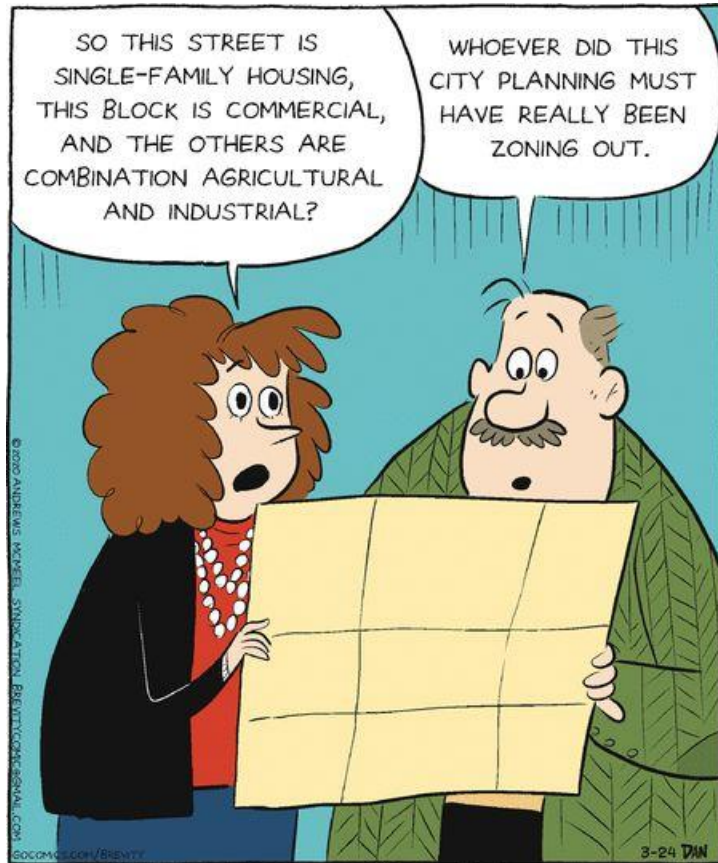
Lebanon Comp. Plan:
Ch. 5

To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

Includes analysis of economic patterns, strengths, potentialities, and deficiencies as well as policies for economic development opportunities.



Statewide Goal	Lebanon Comp. Plan: Ch. 6
To provide for the housing needs of citizens of the state.	Inventories the existing housing within Lebanon, assesses housing needs, projections for future housing demands, and challenges faced regarding housing



Goal 10: Housing

How Lebanon implements this:

- Adopting a Housing Needs Analysis
- Producing a Housing Production Strategy
- Review Zoning Ordinance and land regulations to find and remove barriers to types and densities of **affordable housing to Lebanon's residents**

Goals 11 & 12: Public Facilities and Services; Transportation

How Lebanon implements this:

- Facility Master Plans (Wastewater, Water)
- Storm Drainage Master Plan
- Parks Master Plan
- Transportation System Plan
- Developing and preserving arterial and collector corridors
- Coordinating with ODT to spread travel information
- Discouraging high speeds in residential neighborhoods

Statewide Goal	Lebanon CompPlan: Ch. 9
<ol style="list-style-type: none">1. To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.2. To provide and encourage a safe, convenient and economic transportation system.	<p>Outline the public facilities and services Lebanon needs and policies to implement them.</p> <p>Provide information, forecasted future transportation needs, roadway functional classifications and facility standards.</p>

Statewide Goal	Lebanon Comp. Plan: Ch. 3
To conserve energy. Land and uses developed on the land shall be managed and controlled to maximize the conservation of all forms of energy, based upon sound economic principles.	Outlines the goal of supporting and encouraging the realization of the community towards the Statewide Planning Goal.



"Building dams is okay, but what I really want to do is change skylines."

© Rina Piccolo.

Goal 13: Energy Conservation

How Lebanon implements this:

- Promote energy efficiency in public buildings
- Support insulation and weatherization of existing home and energy conservation in new developments
- Pursue energy efficient planning in City facilities and operations



Statewide Goal

To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

Lebanon Comp. Plan: Ch. 3

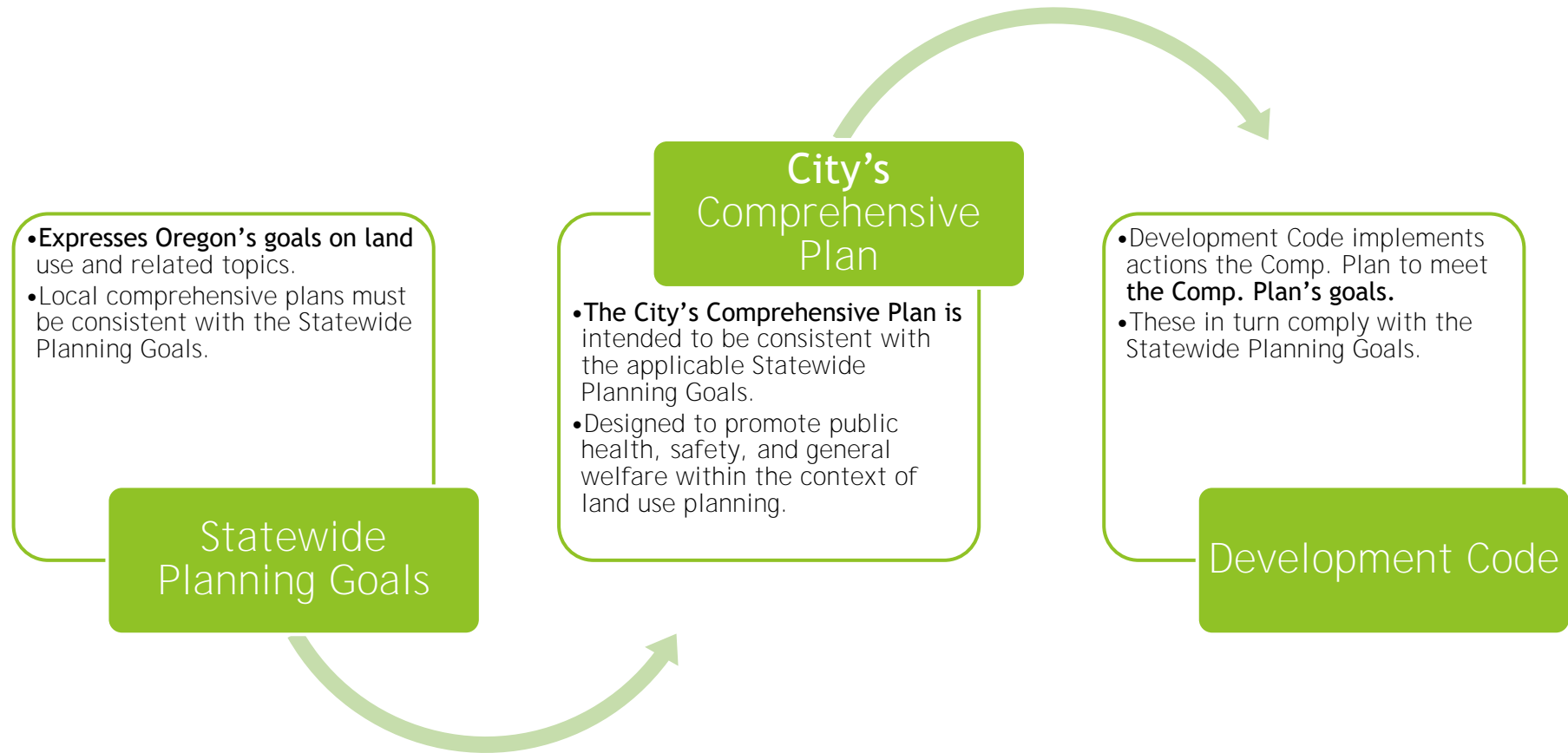
Provides the development strategy for the Lebanon Urban Growth Area.

Goal 14: Urbanization

How Lebanon implements this:

- Use property lines to delineate the Urban Growth Boundary (UGB)
- Only annexing lands contiguous with City limits and within the UGB
- Jointly manage with the County to act on policies for the Urban Growth Management Agreement

Conclusion





City of Lebanon
Planning Commission
Meeting Minutes
November 17, 2021

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

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 work session to order at 5:00 pm at the Santiam Travel Station. The meeting was also provided on the zoom for a virtual platform.

2. ROLL CALL

Roll call was taken. Commissioner Port excused.

3. APPROVAL OF MEETING MINUTES – *None*

4. CITIZEN COMMENTS - *None*

5. PUBLIC HEARINGS

A. Planning File DCA-21-01 – Amendment to the development code regarding permitting and development standards for fueling stations.

Chairman Salvage opened the public hearing and requested staff to present the report.

Director Hart presented the staff report and discussed an overview of the proposed code changes based on the guidance provided by the planning commission during the work sessions held to discuss the proposed changes. Director Hart memorialized the discussions from the work session as part of the public hearing and discussed the decision criteria outlined in the agenda packet for consideration.

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

Chairman Salvage asked what the public notification process was for this hearing.

Director Hart indicated the City followed the legislative procedures which included publishing in the local newspaper, posting on the city's website, Facebook and social media pages, at the library, senior center and city hall as well.

Commissioner McClain asked whether the title of the use category should be expanded to be more descriptive. Director Hart identified how the title is consistent in description as used in other sections of the code, and that it is standardized language and does not believe the language requires changes.

Director Hart identified the section of the code that required consideration for the landscape standard. The Commissioners discussed the merits of requiring a larger landscape buffer versus the standard five-foot standards. At the conclusion of the discussion, the Commissioners identified a five-foot standard, with the high-screen landscape standard applied would be sufficient to meet the intent of the buffer.

Based on the determination, Director Hart required to remove the proposed language for standards when adjacent to residential zones because there would no longer be any added standard beyond what was already established in the code.

Seeing no additional comments, Chairman Salvage asked whether there were any public comments or request to speak on the item.

Seeing no further questions or comments from the commissioners, Chairman Salvage closed the hearing, and accepted a motion.

Commissioner McClain motioned to recommend the City Council approve the code amendments with the findings as drafted in the agenda packet, and the modification to the code language discussed during the hearing.

Commissioner Munn seconded the motion.

Motion passed 7-0.

6. WORK SESSION - None

7. COMMISSION BUSINESS & COMMENTS

Director Hart indicated that the December Planning Commission meeting will be held to host the annual community meeting to discuss the Severe Rent Burden status.

Director Hart also indicated that the City has received a grant to put together the Housing Production Strategy and described what the housing production strategy involves. Director Hart also indicated the City has received preliminary announcement of funding for an Economic Opportunity Analysis as well.

8. ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:30pm.

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

Council Minutes

**LEBANON CITY COUNCIL
MINUTES – DRAFT
December 8, 2021**

Council Present Mayor Paul Aziz, Councilors Jason Bolen, Wayne Dykstra, Gamael Nassar, Wayne Rieskamp, Michelle Steinhebel and Kim Ullfers

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

CALL TO ORDER Mayor Aziz called the meeting to order at 6:01 p.m. using Zoom web conferencing due to the COVID-19 pandemic.

ROLL CALL The Mayor and all Councilors were present.

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

AGENDA	Lebanon City Council Agenda – December 8, 2021
AGREEMENTS	State of Oregon Intergovernmental Agreement for Transient Room Tax Collection Boys & Girls Club of the Greater Santiam Commercial Lease Agreement
COUNCIL MINUTES	November 10, 2021 Regular Session

PUBLIC COMMENTS

Cassie Cruze, Lebanon Downtown Association (LDA) Main Street Manager, gave an update on downtown events. A calendar of their events can be found on the LDA website.

PUBLIC HEARING

1) Amending the Lebanon Development Code Regarding Fueling Station Permitting

Mayor Aziz opened the public hearing at 6:06 p.m.

Community Development Director Hart went over background and Planning Commission discussions regarding the permitting of fueling stations and requested that Council adopt the ordinance amending the various chapters of the Lebanon Development Code. No public comments regarding this application were received.

Laura LaRoque, Udell Engineering, 63 E. Ash Street, expressed her support of the code amendment.

Mayor Aziz closed the public hearing at 6:11 p.m.

Councilor Dykstra asked if specific intersections were identified as preferred locations for fueling stations. Hart said that they would be at higher classification streets (arterial/arterial street intersections and arterial/collector street intersections) in auto-oriented, non-neighborhood areas. The property owner who expressed interest is off of Airport/Stoltz Hill Roads, but this would require zone changes of the current code, so this does not necessarily mean that a fueling station would be located there.

City Attorney Kennedy read the title of ORDINANCE BILL NO. 2021-19, ORDINANCE NO. 2975. ***Councilor Rieskamp moved, Councilor Bolen seconded, to APPROVE ORDINANCE BILL NO. 2021-19, ORDINANCE 2975, A BILL FOR AN ORDINANCE AMENDING THE CITY OF LEBANON DEVELOPMENT CODE REGARDING FUELING STATION PERMITTING. The motion passed unanimously.***

REGULAR SESSION

2) Four-Way Stop at West Mary Street and North Second Street Intersection

Engineering Services Director Whitlatch reviewed his staff report and reported that both speed and traffic counts were done in several locations on Mary Street and Second Street in 2020, along with a warrant analysis in November 2020. Based on results of this analysis, staff does not recommend a four-way stop at this intersection, but citizens have the option to request one from the Council.

Councilor Dykstra asked about installing speed bumps on Mary Street. Councilor Bolen said that he understands the neighbors' plight, but he does not believe that haphazardly using speed bumps is good practice. He does not feel this situation warrants any action. Councilor Ulfers pointed out that speed bumps would cause problems for first responders. Councilor Steinhebel noted that the medical school was closed for nine months during the study period, but even with this traffic, she is not sure that the number of accidents would really increase. She is comfortable with staff's recommendation. Councilor Rieskamp said that the residents' trouble with backing out of their driveway does not play into the concept of needing a four-way stop.

Mayor Aziz asked for citizen comments.

Kay Cortez spoke about the photos she submitted and about the two wrecks in 2020. She also said that she does not understand why semi-trucks are allowed to come through their neighborhood. Police Chief Stevenson said it is rare to see semi-trucks in that area, but the police cannot stop commerce and enforce truck routes. In response to her comment about school buses, he said that buses are allowed because it is a public roadway. Ms. Cortez said that the City has done well in trying to prevent accidents, but this area is not safe for residents.

Mayor Aziz said that Council gets the same request because of speeding in other neighborhoods, but the problem is people breaking the law. Ms. Cortez thanked the City for the yellow markings because it has given the street better flow. Mayor Aziz thanked staff for their work in looking at this.

Councilor Nassar asked whether more speed signs would help. Whitlatch said that there are 25-mph speed signs, but his opinion is that the speeding motorists do not care about the signs; they only know enforcement.

Anthony Heintzman, who lives on the corner of Mary & Second Streets, expressed concern about the fast traffic that comes from both directions when he backs out of his driveway on Second Street. The yellow painted curbs really help their sight line, but there are still a lot of speeders. Whitlatch said that this issue is why driveways are no longer allowed to be located that close to an intersection. He understands their plight, but because there are many other things to consider, staff's recommendation would not be to install a stop sign there.

Responding to Councilor Bolen's suggestion, Mr. Heintzman said that his wife is not comfortable backing into the driveway to make it easier to leave.

Stevenson confirmed that the speed trailer has recently been there and added that the police department will increase enforcement in that area.

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

- The tree lighting and parade last Saturday was amazing. Brewer thanked the police department for their work.
- Population data was received from Portland State University. Both their 7/1/2021 population projection and the federal census showed a lot of growth.
- Brewer attended an Army Corps of Engineers presentation on flood inundation. Maps are now being publicly made available on their website. They modeled different scenarios showing the flood inundation path if Foster or Green Peter dams were to be damaged. She and Fire Chief Rodondi met to discuss the data and how it builds into the Disaster Management Plan being worked on with Sweet Home, Sweet Home Fire, Brownsville, and Brownsville Fire. East Linn County communities will have to work together in a large disaster.

ITEMS FROM COUNCIL

Councilor Steinhebel said that she was contacted by Cindy Pettner regarding concerns about the crosswalk at Grant and Main Streets. She had requested that the crosswalk be closed, but the Oregon Department of Transportation (ODOT), who has jurisdiction, was not willing to close it. Whitlatch added that ODOT changed the pedestrian walk signal timing to give them three seconds head start when crossing Main Street.

Mayor Aziz said that the City will be conducting community wide outreach to help with the vision for the updated Parks Master Plan. During the tree lighting event last weekend, the City used a survey to ask the community about the types of outreach events they would like to participate in. Those who completed the survey were entered into a drawing to win a \$100 Safeway gift card. Damian Cervantes was the winner of the drawing, which had over 100 participants. He thanked everyone who filled out the surveys and said that staff will be developing different outreach opportunities.

Councilor Nassar commended staff and thanked them for being available to the community.

PUBLIC/PRESS COMMENTS – There were none.

NEXT SCHEDULED COUNCIL MEETING – January 12, 2022 (6:00 p.m.) Regular Session

Mayor Aziz recessed the meeting.

EXECUTIVE SESSION

- *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 6:52 p.m.*

Mayor Aziz shared that the Council did the annual City Attorney performance review and they are pleased with the work he is doing. Kennedy said that his tremendous staff makes it possible.

ADJOURNMENT Mayor Aziz adjourned the meeting at 6:54 p.m.

[Minutes prepared by Donna Trippett]

Minutes Approved by the Lebanon City Council on
this 12th day of January 2022

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

ATTESTED:

Kim Scheafer, MMC, City Recorder

Liquor License(s)



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

Date: January 3, 2022

From: Kim Scheafer, MMC, City Recorder

Subject: Full On-Premises, Commercial Liquor License Application for Duffy's Irish Pub

The new owner of Duffy's Irish Pub has applied for a Full On-Premises, Commercial Liquor License for their business located at 679 S Main Street.

The Fire District, Police Department, Building Official and Community Development Director have reviewed the application and found no evidence to support a denial of this liquor license application.

Council Action:

Staff recommends that Council authorize a favorable recommendation to OLCC under the City Council Consent Calendar.



LIQUOR LICENSE APPLICATION

RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received and/or date stamp: <u>12-14-2021</u>
Brewery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	Name of City or County: <u>City of Lebanon</u>
<input type="checkbox"/> Brewery-Public House (BPH) 1 st location	Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied
BPH Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	By: _____
<input type="checkbox"/> Distillery	Date: _____
<input checked="" type="checkbox"/> Full On-Premises, Commercial	OLCC USE ONLY
<input type="checkbox"/> Full On-Premises, Caterer	Date application received: <u>11/5/21</u>
<input type="checkbox"/> Full On-Premises, Passenger Carrier	Date application accepted: <u>12/13/21</u>
<input type="checkbox"/> Full On-Premises, Other Public Location	License Action(s): <u>C/O</u>
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 st location	
GSP Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Limited On-Premises	
<input type="checkbox"/> Off-Premises	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
Winery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/> (4 th) <input type="checkbox"/> (5 th) <input type="checkbox"/>	

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)** applying for the license(s)

Lynard Martinez

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

EL Green LLC

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)

Duffy's Irish Pub

4. Business Address (Number and Street Address of the Location that will have the liquor license)

679 S Main St.

City <u>Lebanon</u>	County <u>Linn</u>	Zip Code <u>97355</u>
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NOV 06 2021

Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying for the license, list the individual as an applicant.



LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Duffy's Irish Pub			
6. Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in OAR 845-004-0065(1) .) 679 S. Main St.			
City Lebanon		State OR	Zip Code 97355
9. Phone Number of the Business Location 541-259-2906		10. Email Contact for this Application and for the Business [REDACTED]	
11. Contact Person for this Application Lynrd Martinez		Phone Number [REDACTED]	
Contact Person's Mailing Address (if different) [REDACTED]	City [REDACTED]	State OR	Zip Code [REDACTED]

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read [OAR 845-005-0311](#) and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311(6)) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

App. #1: (PRINT NAME)

App. #1: (SIGNATURE)

App. #1: Signature Date

Atty. Bar Information (if applicable)

App. #2: (PRINT NAME)

App. #2: (SIGNATURE)

App. #2: Signature Date

Atty. Bar Information (if applicable)

App. #3: (PRINT NAME)

App. #3: (SIGNATURE)

App. #3: Signature Date

Atty. Bar Information (if applicable)

App. #4: (PRINT NAME)

App. #4: (SIGNATURE)

App. #4: Signature Date

Atty. Bar Information (if applicable)

Presentation/Proclamation/
Recognition

"Martin Luther King Jr. Service Day"

January 17, 2022

PROCLAMATION

Whereas, Reverend Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and

Whereas, Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities; and

Whereas, the King Holiday and Service Act, enacted in 1994, designated the King Holiday as a national day of volunteer service; and

Whereas, since 1994, millions of Americans have been inspired by the life and work of Dr. Martin Luther King Jr. to serve their neighbors and communities on Martin Luther King Jr. Service Day; and

Whereas, serving on this day of service is an appropriate way to honor Dr. King, meet local and national needs, bring our citizens together, and strengthen our communities and nation; and

Whereas, the Martin Luther King Jr. Service Day is the only federal holiday commemorated as a national day of service and offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year; and

Whereas, each of us can contribute to making our communities better with increased opportunity for all our citizens; and

Whereas, citizens of Lebanon, Oregon have the opportunity to participate in events throughout our city on the Martin Luther King, Jr. Service Day, as well as create and implement community service projects where they identify the need.

NOW, THEREFORE, I, Paul R. Aziz, Mayor of Lebanon, do hereby proclaim Martin Luther King Jr. Service Day as a day of service in Lebanon and call upon the people of Lebanon to pay tribute to the life and works of Dr. Martin Luther King Jr. through participation in community service projects on January 17, 2022 and throughout the year.

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 12th Day of January 2022.

Kim Scheafer, MMC, City Recorder

Agenda Item 1



925 S. Main Street
Lebanon, Oregon 97355

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

MEMORANDUM

Engineering Services

To: Mayor Aziz and City Council

From: Ron Whitlatch, Engineering Services Director

Date: December 28, 2021

Subject: **Approval of Coronavirus State Fiscal Recovery Fund Grant Agreement**
South Shore Trail Project
Project No. 21709

I. INTRODUCTION

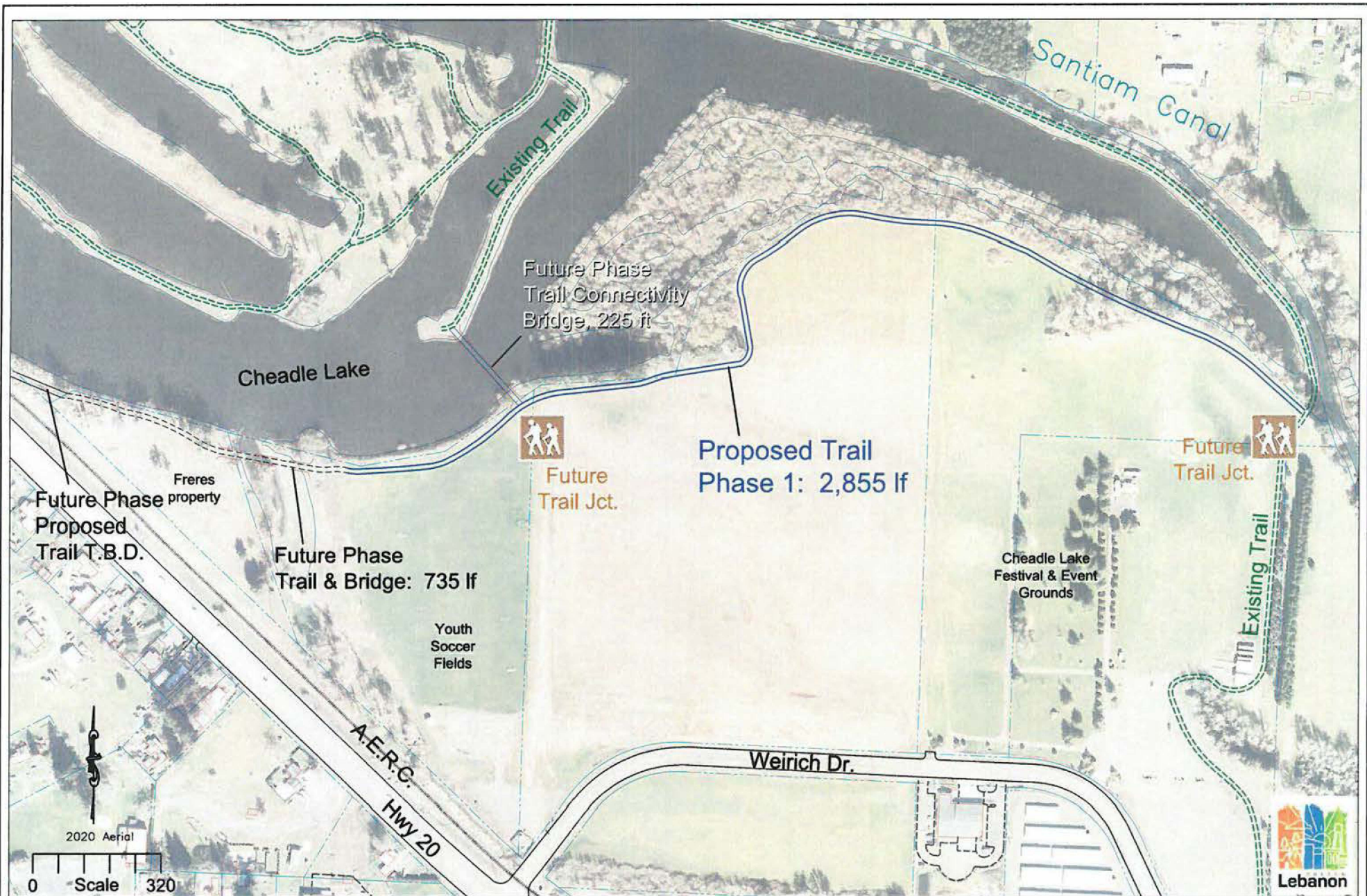
During early summer of 2021, the City of Lebanon's House District Representative (Jami Cate) reached out to City Staff for possible projects that could be funded with the Coronavirus State Fiscal Recovery Fund Grant (CSFRF). City Staff recommended the replacement of the aged Sanitary Sewer Main on Lupine Street as a possible project. Representative Cate's office also reached out to Build Lebanon Trails (BLT) representatives requesting information for a project that could be funded with CSFRF. BLT recommended that the South Shore Trail along Cheadle Lake would be a good project to be funded with the possible grant funds.


In July of 2021, the Oregon Legislature voted on the proposed projects within the state that would be funded with CSFRF. The South Shore Trail Project was approved by the Legislature to receive \$325,000 in CSFRF. BLT is contributing \$38,000 to the project and City Staff will be completing the design and construction inspection.

The project design, permitting, and easement acquisition is estimated to begin in spring of 2022 with construction scheduled for 2023. Attached is the agreement for City Council consideration and a site map indicating the trail location.

II. RECOMMENDATION

I recommend that City Council approve the Resolution to accept the CSFRF Agreement to construct the South Shore Trail Project.



- Existing Trail
- Proposed Trail/
Park Boundary
-  Future Trail
Junction

South Shore Trail: All Phases Cheadle Lake Park

Trail Surface Details

Typical Trail Section Detail
N.T.S.

$\frac{3}{4}$ " Minus Crushed
Aggregate, 6 Inches

$\frac{1}{2}$ " Dense HMA
Path - 3 Inches



**RESOLUTION AUTHORIZING THE CITY OF
LEBANON TO ACCEPT THE CORONAVIRUS
STATE FISCAL RECOVERY FUND GRANT FOR
THE SOUTH SHORE TRAIL PROJECT**

)
)
)
)

RESOLUTION NO. 2022-01

WHEREAS, the Oregon Legislature asked for recommendations for the possible projects for the Coronavirus State Fiscal Recovery Fund Grant; and

WHEREAS, the South Shore Trail along Cheadle Lake was recommended; and

WHEREAS, the Oregon Legislature voted to approve the South Shore Trail Project to receive \$325,000 in Coronavirus State Fiscal Recovery Funds; and

WHEREAS, the City of Lebanon desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements, and enhancements; and

WHEREAS, the City Council have identified improvements to the trail system as a high priority need in the City of Lebanon; and

WHEREAS, the City of Lebanon will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be accepted.

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

SECTION 1:

The City of Lebanon demonstrates its support for the acceptance of the Coronavirus State Fiscal Recovery Fund Grant for the South Shore Trail Project.

SECTION 2:

This resolution is effective immediately upon passage.

Passed by the Lebanon City Council and executed by the Mayor on this 12th day of January 2022 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

**CORONAVIRUS STATE FISCAL RECOVERY FUND
GRANT AGREEMENT**

Contract Number: 8076

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Oregon Department of Administrative Services (“DAS”), and City of Lebanon (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Contract shall expire **October 1, 2024**.

This Contract includes Exhibit A - Contact Information, Use of Funds/Project Description and Reporting Requirements, Exhibit B - Insurance Requirements and Exhibit C - Federal Award Identification.

Pursuant to Oregon Laws 2021, chapter 669, section 74, DAS is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802) for the purpose of the Cheadle Lake Trail System Expansion as more particularly described in Exhibit A.

SECTION 1 - KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$325,000.00.

Completion Deadline: June 30, 2024.

SECTION 2 - FINANCIAL ASSISTANCE

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

DAS’s obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as DAS may reasonably require.

SECTION 3 - DISBURSEMENT

A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.

B. Financing Availability. DAS’s obligation to make, and Recipient’s right to request disbursement under this Contract terminate on the Completion Deadline.

C. Conditions to Disbursements. DAS has no obligation to disburse Grant funds unless:

- (1) DAS has sufficient funds currently available for this Contract; and
- (2) DAS has received appropriations, limitations, allotments or other expenditure authority sufficient to allow DAS, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default.

SECTION 4 - USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant for the Cheadle Lake Trail System Expansion (the “Project”). Recipient may only use Grant funds to cover Project costs incurred during the period beginning March 3, 2021, and ending on the Completion Deadline (“Eligible Costs”). Recipient must disburse the entire Grant Amount on Eligible Costs no later than the Completion Deadline.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS as follows:

A. Organization and Authority.

- (1) Recipient is a local government, as that term is defined in ORS 174.116, validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.

B. Compliance with Coronavirus State Fiscal Recovery Fund. Recipient will comply with the terms, conditions and requirements of the federal Coronavirus State Fiscal Recovery Fund (codified at 42 U.S.C. 802) from which the Grant is funded, including all implementing regulations (31 CFR 35.1 *et seq.*) and other guidance promulgated by the U.S. Department of the Treasury (collectively, the “CSFRF”).

C. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Contract.

SECTION 6 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws.

- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.

C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.

- (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to DAS a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to DAS the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
- (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
- (3) Recipient shall save, protect and hold harmless DAS from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- (4) Recipient is authorized to use the Grant to pay itself for those administrative costs that are eligible costs under the CSFRF to implement the Project. DAS's approval of Recipient's administrative costs does not preclude the State of Oregon from later recovering costs from Recipient if the U.S. Department of the Treasury disallows certain costs after an audit.

D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provision of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.

G. Federal Funds. DAS's payments to Recipient under this Grant will be paid by funds received by DAS from the United States Federal Government. Recipient, by signing this Grant certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Contract are currently employed by an agency or department of the federal government.

- H. Insurance. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers, insuring against liability, in the coverages and amounts described in Exhibit B.
- I. Return of Undisbursed Grant Funds. Recipient must return to DAS any Grant funds not disbursed by the Completion Deadline.
- J. Financial Records. Recipient will cooperate with DAS to provide all necessary financial information and records to comply with CSFRF reporting requirements, as well as provide DAS the reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until five years after the Completion Deadline or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.
- K. Inspection. Recipient shall permit DAS, and any party designated by DAS, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Contract. Recipient shall supply any Contract-related information as DAS may reasonably require.
- L. Notice of Event of Default. Recipient shall give DAS prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- M. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless DAS and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors, that is related to this Contract; however, the provisions of this section are not to be construed as a waiver by DAS of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- N. Representations and Covenants Regarding Prevailing Wage.
- (1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (federal "Davis-Bacon Act"). If applicable, Recipient shall:
 - a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
 - b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and

- c) unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
 - i. Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
 - ii. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs;
 - iii. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
 - iv. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- (2) Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- (3) Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

SECTION 7 - DEFAULT

- A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:
 - (1) Misleading Statement. Any materially false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
 - (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- B. DAS Default. DAS will be in default under this Contract if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Contract.

SECTION 8 - REMEDIES

- A. DAS Remedies. Upon the occurrence of an Event of Default, DAS may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of DAS's obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from DAS. If, as a result of an Event of Default, DAS demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon DAS's demand. DAS may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. DAS reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. Recipient Remedies. In the event of default by DAS, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims DAS has against Recipient.

SECTION 9 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 8, DAS may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If DAS anticipates a shortfall in applicable revenues or DAS fails to receive sufficient funding, appropriations or other expenditure authorizations to allow DAS, in its reasonable discretion, to continue making payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of DAS to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of DAS.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third-Party Beneficiaries. DAS and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 6 (excepting 6.H, Insurance), 7, 8, 10.B, 10.C, 10.L and 10.M.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.

L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DAS by its attorneys.

M. Public Records. DAS's obligations under this Contract are subject to the Oregon Public Records Laws.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Department of Administrative Services

CITY OF LEBANON

By: _____
DAS Authorized Representative

George Naughton
DAS Chief Financial Officer

By: _____
Authorized Representative Signature

Authorized Representative Name and Title

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

s/ Samuel B. Zeigler 12/16/2021
Samuel B. Zeigler, Senior Assistant Attorney General

EXHIBIT A**CONTACT INFORMATION, USE OF FUNDS/ PROJECT DESCRIPTION AND REPORTING REQUIREMENTS****Contact Information:****DAS**

State of Oregon, acting by and through its
Department of Administrative Services
155 Cottage St. NE
Salem, OR 97301-3966

Contract Administrator: Stephanie Tyrer

Telephone: 971-374-3308

Email: statefiscal.recoveryfund@das.oregon.gov

Recipient

City of Lebanon

925 S. Main St
Lebanon, OR 97355-3200

Contact: Ron Whitlatch

Telephone: 541-258-4269

Email: rwhitlatch@ci.lebanon.or.us

Use of Funds/ Project Description:

The Recipient shall construct 2,855 lineal feet of a 10-foot wide, hard surfaced, publicly owned, fully accessible, trail on the South shore of Cheadle Lake, extending the Cheadle Lake Trail System.

Reporting Requirements:**Schedule**

Report Name	Frequency	Due Dates
Project Performance Plan	One-Time	January 15, 2022
Quarterly Report	Quarterly	April 15 th , July 15 th , October 15 th , January 15 th
Annual Report	Annually	January 15, 2022; July 15 th annually thereafter

Project Performance Plan

Recipient shall submit to DAS, using a template and instructions provided by DAS, the following information in the Project Performance Plan:

1. Problem Statement
2. Goal
3. Rationales
4. Assumptions
5. Resources
6. Activities
7. Outputs
8. Short-Term Outcomes
9. Intermediate Outcomes
10. Long-Term Outcomes

Quarterly Reports

Recipient shall submit Quarterly Reports to DAS which shall include such information as is necessary for DAS to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports shall be submitted using a template provided by DAS that includes the following information:

1. Expenditure Report
 - a) Quarterly Obligation Amount
 - b) Quarterly Expenditure Amount
 - c) Projects
 - d) Primary Location of Project Performance
 - e) Detailed Expenditures (categories to be provided by DAS)
2. Project Status Update
 - a) Status of project: not started, completed less than 50 percent, completed 50 percent or more, completed.
 - b) Progress since last update including project outputs and achieved outcomes.
 - c) Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risks to the overall project goal.
 - d) Optional: Share with DAS community outreach/engagement or other positive local news stories.

Annual Reports

Recipient shall submit to DAS a report annually on the following, as applicable, using a template provided by DAS:

1. How the Project is Promoting Equitable Outcomes, if applicable
2. How the Project is Engaging with the Community, if applicable

Administrative Costs

Recipient shall also deliver to DAS no later than July 15, 2024, an accounting of all of its direct administrative costs paid by this Grant accompanied by a certification statement that all such costs comply with the CSFRF. Grant funds may not be used to pay for any costs incurred after the Completion Deadline. For any unexpended Grant funds that were allocated for administrative costs as provided in the not-to-exceed amount above, DAS will direct Recipient on how to return or expend any such funds.

EXHIBIT B – INSURANCE REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit B before performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient 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 DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its subcontractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

☒ **Required** ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

A. Automobile Liability Broadened Pollution Liability Coverage Endorsement

If Recipient is transporting any type of **hazardous materials** to implement the Project, then endorsements CA 99 48 or equivalent and MSC-90 (if Recipient is a regulated motor carrier) are required on the Automobile Liability insurance coverage.

PROFESSIONAL LIABILITY:

☒ **Required** ☐ **Not required**

Professional Liability covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Recipient shall provide continuous claims made coverage as stated below.

POLLUTION LIABILITY:

☒ **Required** ☐ **Not required**

Pollution Liability Insurance covering Recipient's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Recipient, all arising out of the Project (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Recipient's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by Recipient that arise from the Project (including transportation risk) performed by Recipient under this Contract is also acceptable.

EXCESS/UMBRELLA INSURANCE:

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Contract, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the DAS or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DAS has received a waiver of subrogation endorsement from Recipient or Recipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided

the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Recipient's completion and DAS's acceptance of all Services required under the Contract, or
- (i) DAS or Recipient termination of this Contract, or
- (ii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Upon request, Recipient shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DAS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

Recipient or its insurer must provide at least 30 days' written notice to DAS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by DAS under this Contract and to provide updated requirements as mutually agreed upon by Recipient and DAS.

STATE ACCEPTANCE:

All insurance providers are subject to DAS acceptance. If requested by DAS, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DAS's representatives responsible for verification of the insurance coverages required under this Exhibit B.

EXHIBIT C
FEDERAL AWARD IDENTIFICATION
(REQUIRED BY 2 CFR 200.332(A)(1))

(i) Subrecipient* Name: <i>(must match name associated with UEI)</i>	City of Lebanon
(ii) Subrecipient's Unique Entity Identifier (UEI):	136617656 (DUNS)
(iii) Federal Award Identification Number (FAIN):	SLFRP4454
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	July 23, 2021
(v) Grant period of performance start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vi) Grant budget period start and end dates:	Start: March 3, 2021 End: June 30, 2024
(vii) Amount of federal funds obligated by this Grant:	\$325,000.00
(viii) Total amount of federal funds obligated to Subrecipient by pass-through entity, including this Grant:	\$
(ix) Total amount of the federal award committed to Subrecipient by pass-through entity**: <i>(amount of federal funds from this FAIN committed to Recipient)</i>	\$325,000.00
(x) Federal award project description:	Coronavirus State Fiscal Recovery Fund
(xi) a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Administrative Services
c. Contact information for awarding official of pass-through entity:	Stephanie Tyrer, COVID Fiscal Relief Mgr. statefiscal.recoveryfund@das.oregon.gov
(xii) Assistance listings number, title and amount:	Number: 21.027 Title: Coronavirus State and Local Fiscal Recovery Funds Amount: \$2,648,024,988.20
(xiii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) a. Indirect cost rate for the federal award:	
b. Is the 10% de minimis rate being used per 2 CFR § 200.414?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

* For the purposes of this Exhibit C, "Subrecipient" refers to Recipient and "pass-through entity" refers to DAS.

** The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.

Agenda Item 2



CITY MANAGER'S REPORT

Reporting period: December 2021

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

- Big thanks this month for the Public Works Department for making sure parking lots and sidewalks were safe for people doing business with City Departments. The crews were out early to keep things working.

B. HUMAN RESOURCES – Angela Solesbee, HR Director

- Recruitment:
 - Police Officer – 3 Positions Posted (6-7 employees have indicated they will be leaving the City for various reasons)
 - Lab Technician – Position posted. Increased DEQ testing over the next year+ indicate additional staff needed to support workload
- Benefits:
 - Business as usual.
- Classification and Compensation:
 - Job Description review and standardization underway, to include Physical Requirement section update.
- Training and Development:
 - December all employee training – How to Receive Feedback and Mandatory Reporter
 - December Safety training – Slips, Trips, and Falls
 - January all employee training – None
 - January Safety training – Fire Extinguisher
 - Engaging Leadership (Leadership Development Training) every other month
 - In-Person training on hold until mask restrictions are lifted.
 - January training TBD
- Performance Management:
 - 78 (67%) employees have had a performance evaluation in the past year
 - 26 evaluations are past due as of 12/29

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

- **City Council Meetings:** Electronic Regular Session January 12, 2022
- **Miscellaneous:**
 - Some of the projects we have been working on are: Web page updates, Facebook posts, processing press releases, City Council 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:** Two public records requests have been received since the last packet was published.
- **Liquor Licenses Processed Since Last Packet Was Published:**
 - New/Change of Ownership or Privilege Applications: 1

THE CITY THAT FRIENDLINESS BUILT

III. COMMUNITY DEVELOPMENT – Kelly Hart, Director

A. Planning:

- The Planning Commission held a regularly scheduled meeting on December 15, 2021 to conduct the annual Severe Rent Burden Community Meeting as required by HB 2006. A City is considered severely rent burdened when rental households are paying more than 50% of their income towards rent and utilities. Affordability is when a household is paying 30% or less of their income towards rent and utilities. In the City of Lebanon, 29.9% of all renter households are considered severely rent burdened, and over 2,700 renter households could not pay more than \$725 per month on rent, with the market rate rental cost for a studio apartment in Lebanon at \$794 per month.

As part of the meeting, representatives from Crossroads Communities and DevNW, two service providers in our community spoke about the causes of rent burden, the services their organizations provide, and potential solutions to the severe rent burden issue in the City. Members of the public spoke, providing personal stories of their struggles to make ends meet, and looking for support. Crossroads Communities shared their contact information to all members of the public, and offered to either provide direct support, or to connect them with other service providers that may help.

In 2022, the City will be developing a Housing Production Strategy that will be used to help incentivize needed housing. The Planning Commission and City Council will both be participating in the process, and the severe rent burden status will be a component to the discussion. The Planning Commission voiced a request that any future Severe Rent Burden Meetings should be a joint meeting with the City Council as a number of possible solutions and options presented during the meeting fell under the City Council roles and responsibilities and were not development code related. The PowerPoint that was presented during the meeting has been included as an attachment at the end of the City Manager's Report.

- The next Planning Commission is scheduled for January 19, 2022 where the Planning Commission will have a training session on State stormwater regulation and hold two public hearings to consider a proposed 12-lot subdivision, and a proposed Administrative Review and Minor Land Partition for the development of a 60-unit apartment complex.
- In December, three applications were approved administratively:
 - Variance VAR-21-06 for fence heights associated with the Hayden Homes subdivision.
 - Property Line Adjustment PLA-21-08 to adjust the property line location between two properties on Jadon Drive.
 - Minor Land Partition MLP-21-09 to partition one parcel into two at 465 Hansard Ave.
- Staff is currently processing four planning projects:
 - S-21-04 for a 12-lot subdivision on Walker Road (public hearing set for January Planning Commission)
 - AR-21-06 for a 60-unit apartment complex on E Airport Road.
 - MLP-21-10 for a partition of a lot into two parcels on E Airport Road.
 - PLA-21-09 to adjust the property line between two parcels on E Grant Street.
- Two DRT meetings were held in the Month of December, including a progress meeting with a developer for a mixed-use project and for a possible subdivision.
- 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. The City has been notified that we have received the DLCD grant to provide a consultant to complete the needed work. Cascadia Partners has been assigned as the City's consultant. In December, DLCD identified all consultants working on the HPS's statewide that they needed to cut the budgets to be able to continue to accommodate all the projects awarded. The City of Lebanon budget was originally identified at \$81,000, and Cascadia Partners was requested to cut \$13,000 from the budget. This has resulted in a modification to the original work plan, including one less public outreach meeting, and an increase in City staff time to complete the work. Contracts with DLCD and the consultants are expected to be completed in January or February, with project kick-off to be shortly thereafter.
- Parks Master Plan Update: At the tree lighting event in December, the City had a booth that included information about the Parks Master Plan update and a community survey with the opportunity to win a \$100 gift card if they participated.

We received 104 survey responses as the kick-off to the public outreach process. In January, staff will be continuing to update the technical data for the master plan and evaluating long-range budget planning to determine maintenance needs to maintain the existing parks and trails, and any future additions that may be identified as part of the update process.

- **2040 Vision Plan Update:** City staff has begun the process of evaluating the status of the 2040 Vision Plan to update which actions have been completed, which may no longer be applicable, and whether there are any additions based on changed circumstances. The Department Directors are currently evaluating each task assigned to their respective departments, and we are reaching out to the outside partners identified as the Lead Agency for tasks to obtain updates on the progress. We are planning a City Council work session in February to provide an update on the Vision and obtain Council's input on how to proceed.

B. Building:

- The next City Manager report will provide an end of year report for building activity for all of 2021.
- A current list of the larger construction sites include:
 - Village Loop Apartments (Mill Race Development)
 - Riverside Banks Subdivision and Duplexes (Williams Street)
 - ODVA office and storage Building (Hansard Ave.)
 - Prism Manor Apartments (Franklin Street)
 - 18-unit multifamily development (N 5th Street)
 - 24-unit affordable multifamily development (Weldwood Drive)
 - 116-unit affordable multifamily development (Weldwood Drive)
 - Hayden Homes 27-lot subdivision with several homes under construction (River Road)

C. Economic Development:

- **Mid-Valley Partners (MVP):** On December 16, 2021, the group met at the Travel Station with JayRay, the marketing consultants to continue the branding work. Work during this session included additional discussion on group identity, identification of possible name changes, and discussion on main goals the group would like to accomplish. Another meeting is scheduled for January to finalize the name, tagline and start to look at logos.
- **DLCD EOA Grant:** The City officially received notification of grant award for \$55,000 to help fund an Economic Opportunity Analysis (EOA) for the City's work to update the Comprehensive Plan. It has been determined that an RFP process is not needed, and the City will be preparing a contract and scope of work with ECONorthwest. Contracts are expected to be completed in January and February with DLCD, and project kick-off in February or March.
- **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 better 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.
- **Business Registration Program**
 - The Corvallis Benton County Economic Development office 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. Lebanon has been included in these efforts as this may be the best way to obtain business information without added burden to the business community, or city staff. As updates become available, we will provide them here for Council information.
- **Workforce Development Initiative**
 - The Economic Development Catalyst attended a meeting that Anne Whittington, the Economic Recovery Coordinator for the Oregon Cascades West Council of Governments, coordinated between local partners in Linn and Benton Counties that were interested in exploring the workforce development idea around supporting potential daycare providers starting their own business. The idea/model come from a program that Lincoln

County tried to implement, but attendance was very low. The concept was to provide licensing opportunities and CPR certification for individuals interested in starting their own Daycare business. The result of the meeting held with Linn and Benton representatives was that the program should start before a person is ready to go into business and should be an informational model about the costs and challenges associated with starting this type of business so that individuals know the risks and rewards before choosing to become licensed. The group decided more information needed to be gathered in order to determine the need and interest in Linn and Benton Counties before a partner or funding source was identified, an update will be provided as the group continues to meet.

IV. ENGINEERING SERVICES – Ron Whitlatch, Director

- City Crews are continuing to televise sanitary sewer mains throughout the City in an effort to identify areas with high infiltration and inflow rates. As time allows, Staff is preparing designs for several sanitary sewer replacement projects. It is anticipated that one or two of the projects will be constructed in summer of 2022.
- Kennedy Jenks Engineering and City Staff continue to work on the Wastewater Treatment Plant Facility Plan. This effort will also tie into the issuance of a new NPDES Permit (Issued by DEQ). Kennedy Jenks Staff and City Staff have held several meetings with representatives from Oregon Department of Environmental Quality (DEQ) to discuss timing of the issuance of the City's updated NPDES permit, and additional testing requirements being requested by DEQ to determine parameters of the updated permit. Staff will be taking on additional testing (substantial) over the next two years to provide data to determine the parameters for the new NPDES Discharge Permit. The Masterplan and permit renewal project will likely take at least two years to complete.
- Staff is continuing to work with Build Lebanon Trails to finalize the Old Mill Trail. The Quitclaim Deed for the property encompassing the trail will be presented to City Council in February for review and approval. Staff will also be working on a trail project next year along the south side of Cheadle Lake which is being funded with federal dollars. Staff has met with representatives from the City of Albany to discuss the property adjacent to River Park (City Albany owns) in regard to purchasing it. Albany is open to this and over the next several months we will be looking into an appraisal for the property.
- David Evans and Associates is currently modeling the City's Eastside Interceptor using flow meters in the sanitary sewer to obtain actual data. 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. The study is scheduled to be complete in spring 2022 in order to capture more wet weather data.
- Emery & Sons Construction is continuing to make good progress installing sanitary sewer pipe on Airway Road south of Oak Street. This phase of the project (Oak to Airport) will likely take several months to complete. Staff has requested that Emery & Sons obtain bids for sealing all of the sanitary sewer manholes on the project. This process will apply an epoxy coating to provide an additional measure of sealing in the deep manholes to prevent infiltration. The GIS Department has developed a "Construction Map" that is on our website in an effort to help citizens wanting to know where/when construction is taking place they can go to the map. Below is the current financial status of the project. This will be updated to reflect changes/additions that occur during construction.

Approved GMP Values		Contingencies Used to Date	
Construction Cost	\$18,029,671.95	Contractor Contingency	\$74,026.16
Contractor Contingency	\$398,026.75	Owner Contingency	0
City Contingency	\$995,066.86	Allowances Spent to Date	
Contractor Allowances	\$1,902,065.32	Trench Foundation	\$4,080.96
Total GMP Approved	\$21,324,830.88	Dewatering	0

- Staff has been actively working on our required TMDL update to DEQ. The next step is to update the City's Five-Year Matrix and submit it to DEQ for approval. The TMDL will require more extensive water quality efforts for storm drainage included in future projects and require testing of storm drainage outfalls in the near future.

- Staff is currently going through the final review of the updated City Standard Drawings and Supplemental Specifications. Both of these documents have not been revised since 2008. The updates (which have been a substantial undertaking) will provide the City with the most current industry standards for construction. Staff hopes to bring the documents to the City Council for review and approval in February or March of 2022.
- Staff is currently designing a waterline replacement for Seventh Street (Oak to 'F'). As we have continued to develop the design, it has become apparent that the project will likely lead to a complete re-construction of this section of Seventh Street due to its very poor existing condition. Staff will be looking for various ways to fund the project for the 22/23 fiscal year.
- The River Road Reconstruction Project is complete other than several punch list items, including concrete panel replacement for the third time. Once the weather allows for concrete pouring the project will be complete. This project reconstructed 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. We are currently reviewing the proposed Capital Improvements Plan that will be incorporated in the overall Master Plan. We hope to have a draft of the entire plan early in 2022. Staff and representatives from David Evans will also be working on a new methodology for the Drainage Utility Rate Structure. This will likely take 6 to 8 months due to it being very time intensive.
- As part of a development proposal along Airport Road, the City is 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. Upon completion of Primrose Street, the next step will be to install a right in/right out island at the entrance to the Lebanon Shopping Center and Taco Bell. This change in traffic control was advised by the City's Consultant Traffic Engineer (Kittleson) as part of the Brewery and Food Cart development on Primrose Street.
- 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, 5 Year Capital Improvement Project plan, and annual Road Mileage and waterline Extension Reports for the State.
- 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 County 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. Linn County is currently in the process of obtaining the needed right-of-way (which may possibly have to go through eminent domain). Once the right-of-way is obtained, Staff will finalize the design and advertise for bids.
- Staff is preparing several minor contracts associated with the demolition of the Old Water Treatment Plant. These include sentimental review, archeological review, and overall site demolition plans. Once these are complete, Staff will be working with Carollo Engineers to develop final plans 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.
- Pacific Excavation was awarded the N. Williams Storm Drainage project at the October Council Meeting. They have completed a majority of the storm drainage pipe installation and expect to be done during the first week of January.
- Staff is currently reviewing the final draft of the 5 Year CIP Plan and making several minor edits. Upon completion, the CIP Plan will be brought to the City Council for review and recommended approval.
- At the January City Council Meeting, Staff will bring an agreement to the City Council for a Coronavirus State Fiscal Recovery Fund Grant. This grant was approved by the Oregon Legislature earlier this year and will be used for the construction of the South Shore Trail along Cheadle Lake. Construction will be done during the year 2023.
- Mill Race Apartments Complex Phase I, two buildings granted temporary occupancy. Contractor constructing building 3.
- Paventy & Brown Orthodontics construction started; permits issued.
- River Place at the Lakeside public improvements accepted and home construction is underway.
- River Trail Place Subdivision on River Road streetlights bonded, and plat signed.

- N 5th Street Apartment Contractor working on building permits, foundation poured. Project on hold.
- Steven King site plan for Airport road has been approved and building permits to be issued.
- Applegate Landing and subdivision project accepted and home construction underway.
- Prism Manor on the corner of Franklin and Russell Dr. Temporary occupancy granted on 2 buildings pending completion of punch list items.
- McKinney Phase II apartment complex off of Russel permit issued for northern buildings. Contractor prepping for onsite construction and water main extension.
- Colonia Paz Phase 1 contractor completed improvements and final paving, finishing up building and final public improvement items.
- Colonia Paz Phase II approved pending water main extension as part of public improvements.
- ODVA site plan received and approved. Contractor completed connections and working on building construction.
- Public improvement plans and site plans return to engineer for revision for Primrose Place, multifamily development on the corner of Primrose/ Taylor and Alder.
- Brew Pub / Primrose Street extension site plan approved; construction of Primrose Street complete pending striping, contractor completing private storm drain construction.
- Jayne & Joon Estates / River Road site plan approved. Contractor working on site. Public improvements under construction as a CIP project.
- Site plan review complete and returned to the engineer for revisions for a 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 contractor completed water main extension and testing. Contractor to complete building construction.
- Phillip Estates plans approved for public improvement construction and onsite storm.
- Plans received and under review for sewer main extension and sidewalk improvements for the new location of Teen Challenge on Hwy 20.
- Plans approved for the parking lot expansion at Nova Urgent Care.
- Plans reviewed and return to engineer for Dairy Queen.

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

- **Accounts Payable:**
 - FY21/22 payments made in December 2021; 199 Checks were processed for payments of \$1,879,193.
- **Fiscal Year Audit:**
 - Waiting to get comments back from the auditor. Due to first year of engagement, they perform a secondary additional review at the end of the audit.
- **Additional:**
 - Year-end updates for payroll include tax tables and preparing for W-2s and 1099's.
 - Mail services at the end of November into January took extremely long. This month January Bills have already started to be received in the mail.
- **Utility Billing for December 2021:**
 - 5,667 Billing statements mailed by the end of December = \$967,754.
 - Active accounts: 6,404
 - 299 Owner Lien notification letters were mailed. 1,075 monthly accounts were charged a late fee on 12/21/2021.
 - Total of 188 Service orders: 7 read request, 0 Lock offs, 8 Turn offs, 25 Turn on, 27 Move Outs, 47 Move ins, 4 reconnects, 12 Returned Mail, 10 Leak Checks, 1 Pressure Test, 35 Meter Change out, 4 New Meter Installations, 1 Quality Checks, 0 Door Hangers, 2 Dead meters, 5 misc. other.

THE CITY THAT FRIENDLINESS BUILT

	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21	May 21	Jun 21	Jul 21	Aug 21	Sept 21	Oct 21	Nov 21	Dec 21
Active Accounts	6,335	6,342	6,349	6,353	6,352	6,356	6,360	6,363	6,374	6,392	6,396	6,398	6,404
Penalty applied	0	0	0	0	0	897	730	938	863	1,146	994	781	1,075
Lock Offs	0	0	74	153	76	87	104	64	75	68	83	104	0

MUNICIPAL COURT

Court Stats	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21	May 21	Jun 21	Jul 21	Aug 21	Sept 21	Oct 21	Nov 21	Dec 21
Charges Filed	68	83	138	97	82	179	171	116	160	106	70	125	87
Show Cause Issued	71	1	5	90	28	54	61	56	57	57	48	50	50
Warrants Issued	27	37	140	186	234	137	184	145	150	202	111	102	112
Charges Disposed	14	16	84	265	170	84	175	172	189	153	126	143	114

VI. INFORMATION TECHNOLOGY SERVICES – Brent Hurst, Director

- Work continues with the domain upgrade for City and Fire.
- GIS continued work on the Water Utility Network Dataset migration project.
- IT helped upgrade camera systems on the LINX buses.
- Virtual Desktops were upgraded.
- 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 320 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

- All programming continues to be virtual or take & make.
- Maintaining our current hours of operation (42 hours per week).
- Staff is planning Spring Break activities that are self-paced and do not require group participation.
- Currently planning the Summer Reading Program with the assumption that we will be able to have outdoor programs (with backup plans should conditions change).

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 Vector 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:

- Continued notification process for annual tree trimming.
- Opened, closed and cleaned parks restroom buildings daily.

THE CITY THAT FRIENDLINESS BUILT

- 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:

- Continued annual leaf pickup.
- 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:

- Effluent water quality to the South Santiam River during the month of November and to date this month, remain in compliance with the city's Oregon DEQ permit.
- Fabrication of the city's new 1.7 Meter Belt Filter Press has been completed and has shipped from Cleveland, Ohio.
- We are still waiting for the new control panel from Vulcan Industries to be completed. The factory has been stalled in completing the control panel due to delays getting the necessary electronic components from their suppliers.
- Our old 1997 IDI Headworks Rake Screen suffered a catastrophic brake down during this cold weather snap. City electricians provided a temporary hook up service to operate the Vulcan Screen.
- We remain holding 237,833 gallons of stabilized "Class B" Bio-Solids. This volume is now targeted for irrigation on the Sommers Field in February 2022.
- Planned work on Digester #1 new aeration system(s) continues to be delayed due to vendor delays to the manufacture. We are hoping that the three new 25 HP "Hurricane" aerators will be ready to ship to Lebanon by the middle of January This means installation of the motors and completed support systems most likely will not take place until early 2022.
- Rainfall recorded at the treatment plant this month to date, is 8.33" as compared to last month during this same time-period it was 4.33". Thus, December has seen significant amounts of precipitation both as rain and snow. Additional rainfall increases chemical usage for ensuring discharge water to the South Santiam River remains within permit compliance.

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.

E. Water Treatment Plant:

Production					
Monthly Water Use (Intake Flow Meter)			57.11 MG		
Finish Water Produced			53.26 MG		
Water Sent to Cheadle Lake			0 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
0.30	1.57	1.22	0.017	0.090	0.020
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
7.44	8.28	7.68	0.42	0.89	0.64

F. Maintenance/Operations:

- Main breaker ground faulted again. Tarped the cabinet and are looking to get a lean to built to reduce water from raining on the cabinet.
- Heaters for the plant are working and functional.

IX. POLICE – Frank Stevenson, Chief of Police

- The Patrol Division had approximately 1,303 calls for service this month, made 93 arrests, issued 53 traffic citations, and wrote 206 case reports.
- As of December 23rd, 33 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 59 days were served by the adults in custody (AIC) in the Lebanon Jail.
- Beginning December 21st, Lebanon Police staff worked within the jail facility area to perform needed maintenance. Several things were done to upgrade, clean and repair the cells to ensure operational needs are met. Some of the work completed included installing an upgraded intercom within the cells for emergency purposes, installing an upgraded camera within the jail, painting, deep-cleaning, tightening of all cell door bolts, stripping and waxing the jail floors, and painting all cells.
- Currently, two officers are leaving LPD to work for Oregon State Police. Another officer is getting out of law enforcement altogether and moving out of state, leaving us with a total of five vacancies. A recruitment process is underway, and we are actively receiving applications. Qualified applicants will undergo physical and written testing in January as part of the process. So far, we have a total of 53 overall applicants and hope to develop a strong, well-established list to fill upcoming vacancies.
- We will be opening a process for a full-time Communication Specialist soon, as we are expecting a retirement within the next few months. The recruitment process will be launched at the first part of the year and will remain open until filled.
- The Detectives Division remains busy with involved cases. They were assigned three (3) new cases and were able to clear five (5) cases this month. In addition to their active investigations, this past month Lebanon Police detectives assisted the Linn County Sheriff's Office and Albany Police Department with investigations. They reviewed 50 DHS referrals over the course of the month. Detectives also assisted patrol with two possible threats out at the Lebanon High School.
- No Traffic Safety class was conducted this month due to inclement weather.

- The Community Services Division remains active in the community. This past month, staff decorated the Justice Center for the holidays, and coordinated setup of lights and decorations in Ralston Park in preparation of this year's 'Holidays in the Park/Candyland Christmas', which took place December 4th. To date, this was the largest crowd we have seen for this gathering! Staff also organized the Shop-with-a-Cop event this past month, where 72 local kids got to shop with members of the Lebanon Police Department, Linn County Sheriff's Office and Linn County Parole & Probation. This month, staff also participated in Youth Services Team (a multidisciplinary group that provides integrated services to students and their families in Linn County) and organized the Traffic Safety class set for first part of the new year.
- This month, there were a total of two (2) use-of-force incidents to report, but there were no injuries to officers or subjects involved. One subject had an outstanding warrant for their arrest and fled on foot; officers were able to locate him and used a 'bear hug' technique to subdue him and take him into custody. The other use-of-force incident surrounded a male subject who eluded officers in a vehicle and ran on foot. Officers in pursuit were able to locate him after a short search and pointed their Taser laser at him; he was ultimately taken into custody. All use-of-force incidents are reviewed extensively by a Sergeant, Lieutenant, the Captain, and finally by the Chief. Each incident was found to be justified and handled in accordance with policy.
- After twelve years of volunteer service, Larry Baker decided to resign. His dedication and service to our department and to our community was very much appreciated, and he will be missed.

X. SENIOR SERVICES and LINX – Kindra Oliver, Director

Lebanon Housing Conversation

Wednesday, December 15, 2021



Why we are here?

House Bill 4006 (2018)



Requires cities to track affordable housing development and cities over 10,000 with severe rent burden to hold a public meeting to discuss:

- ✓ The causes and consequences of severe rent burden within the city;
- ✓ Barriers to reducing rent burden; and
- ✓ Possible solutions to reduce housing rent burden

Housing Affordability vs. Rent Burden

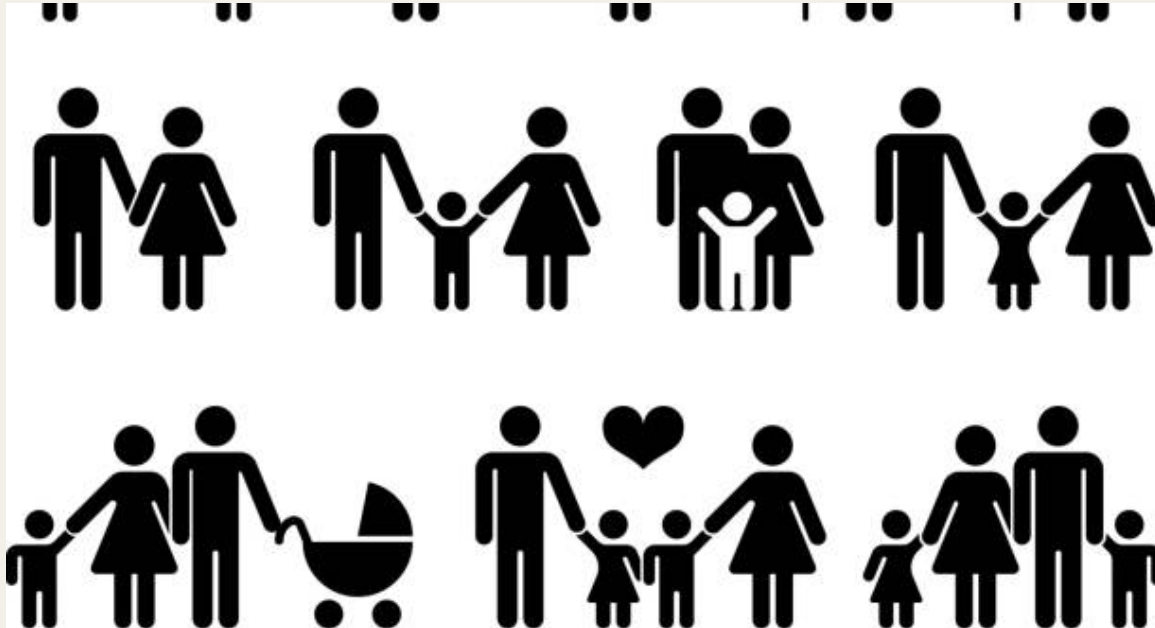
Housing is Affordable - when the household spends 30% of income or less on housing expenses (mortgage or rent and utilities).

Housing Cost Burden - when a household spends more than 30% of household income on rent and utilities or on a mortgage.

Severe Rent Burden - when a household spends more than 50% of household income on rent and utilities.

Regulated Affordable Units - a dwelling subject to a regulatory agreement that requires units to be affordable for specified income levels over a defined period. (Example-units affordable to households earning less than 60% of the Area Median Income (AMI), for 50 years)

Severe Housing Cost Burden in Lebanon



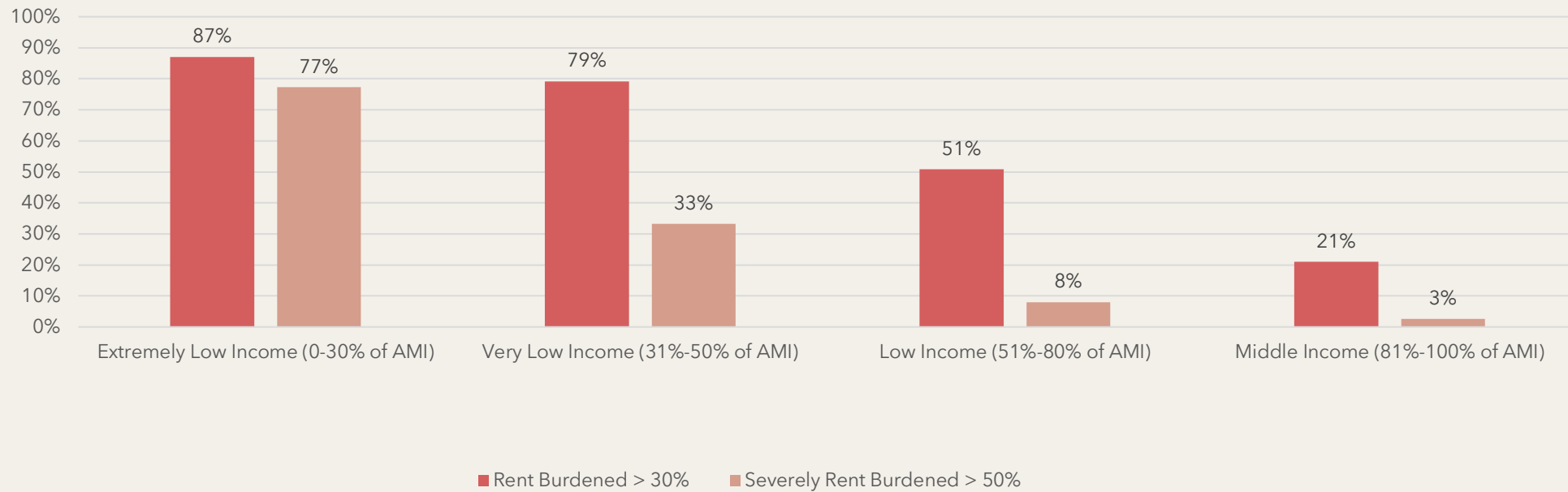
Approximately 1 in 3 renter households (29.9%) spent >50% of their income on housing (906 households)

Down 3% this year from 32.9% in 2020)

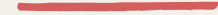
Lebanon is 1 of 25 cities between 10,000–25,000 with severe rent burden

There are 38 cities with a population between 10,000–25,000 people

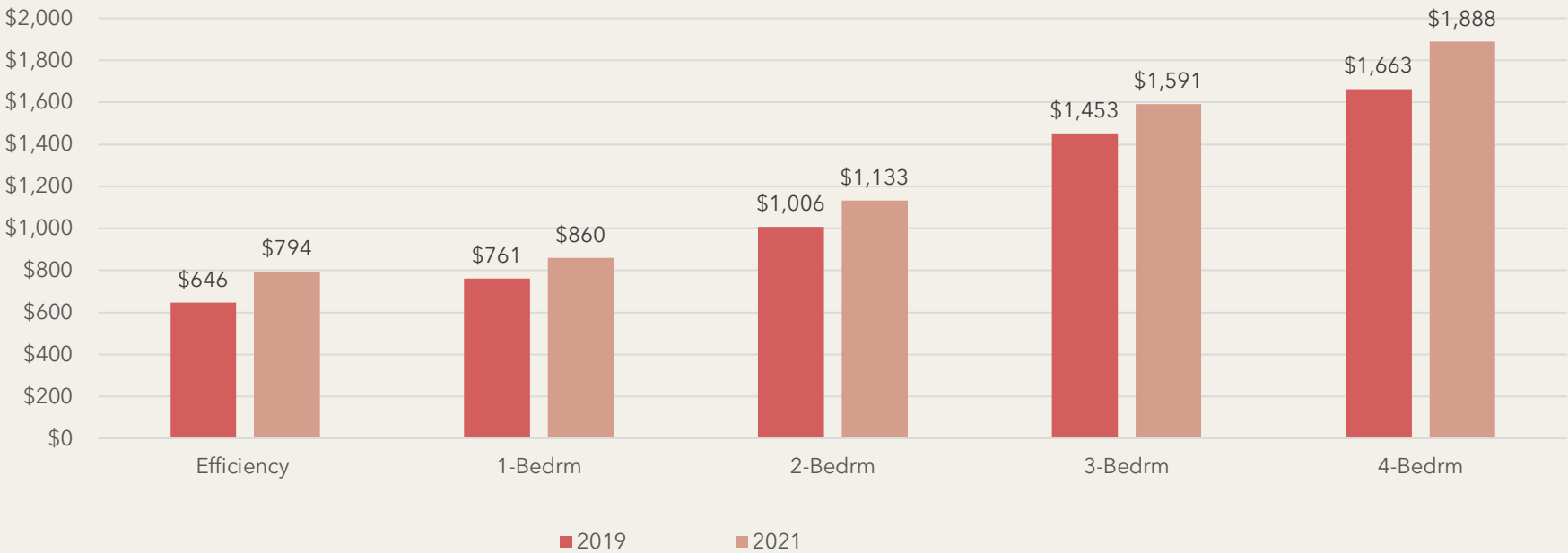
Cost Burden By Income Statewide



Cost of Rents



Fair Market Rents had an average increase of 12% between 2019-2021



Income Needed:	\$31,760	\$34,400	\$45,320	\$63,640	\$75,520
Market Rents: (Current 2021)	\$794	\$860	\$1,133	\$1,591	\$1,888

2020 Lebanon Household Incomes



2,709 households can afford less than \$725 a month

\$725 - \$972 a month

\$972 - \$2,083 a month

Causes of Rent Burden?

Household income of \$87,880/year can afford a \$2,197 monthly payments (10% down, 4.0% interest rate)

A household must earn:

\$24.81/hour=\$43,840/year to afford a 2-bedroom home

Year	Median Income	2-Bed FMR	Average home price (Linn Co.)	Average Price/SF
2016	\$53,600.00	\$830.00	\$217,761.00	\$135.00
2017	\$55,100.00	\$878.00	\$271,663.00	\$159.00
2018	\$59,700.00	\$916.00	\$299,333.00	\$169.00
2019	\$60,600.00	\$1,003.00	\$330,140.00	\$170.00
2020	\$67,058.00	\$1,096.00	\$362,190.00	\$186.50
% Change 2016-2020	25%	32%	66%	38%

Causes of Rent Burden?

Renting is on the rise – increasing 10 percentage points between 2001 and 2015, largely propelled by 55+

Low vacancy rates result – increased demand = rapid increase in rents

Mismatch between housing needs (types, size, price) & housing stock

Lack of affordable housing – 271 affordable units where 363 are needed; we only meet 74.7% of need (Bright side! City approved 72 additional affordable units 2020, plus 116 more in 2021)

High cost of housing in the region and state

Insufficient housing stock in the region and state

Consequences of Severe Rent Burden

Housing insecurity and increase in homelessness – increase effect on those with fixed incomes – single-parents, elderly, persons with disabilities, veterans, etc. and on minorities

Increased mobility → disruption in student learning and development

Increased need for social services and safety net programs

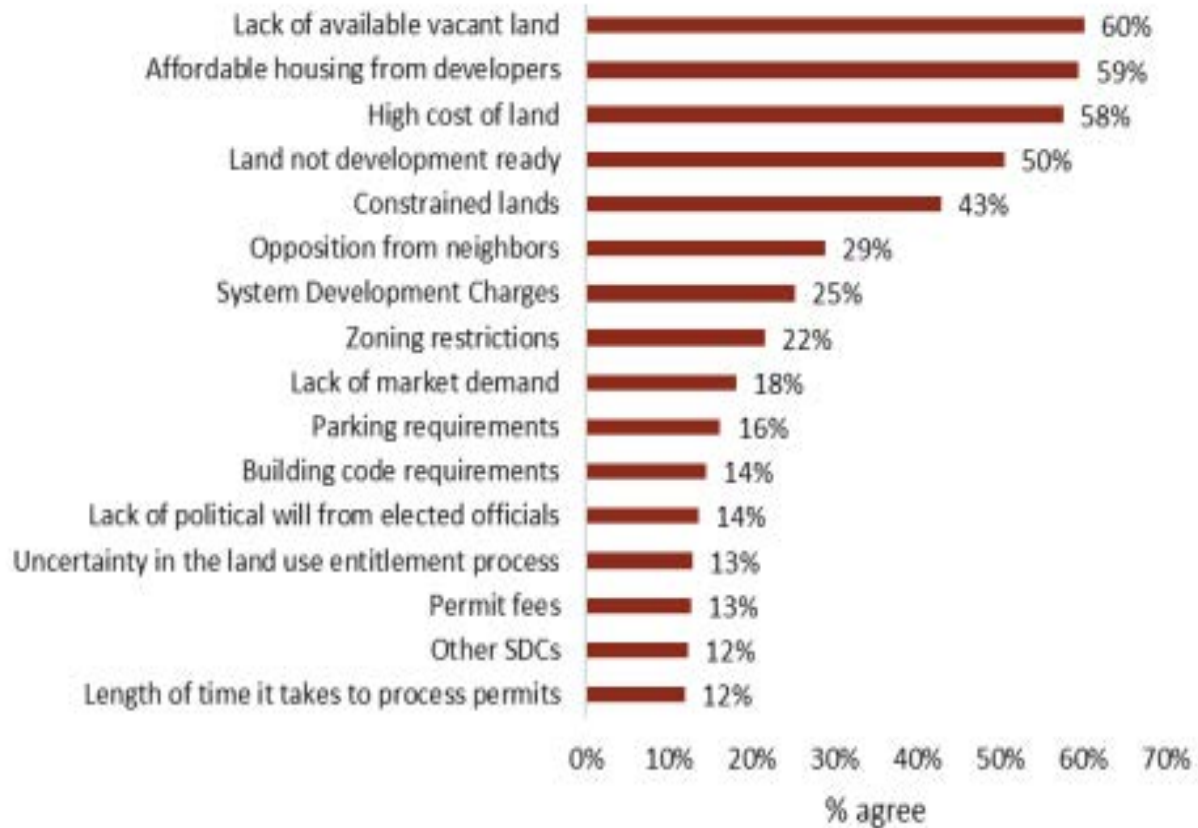
Reduced ability to make healthy choices (childcare, safe vehicles, healthy food, healthcare, clothing, etc.)

Little to no savings

Reduced home ownership rates – inability to save for homeownership to earn equity

Unable to move up to market rate housing → lower turnover in affordable housing developments

Barriers to Reducing Rent Burden



Source: Oregon Housing Affordability Survey, UO Institute for Policy Research and Engagement, Q11



Whose Helping?

- ✓ Community Services Consortium
- ✓ DevNW
- ✓ Habitat For Humanity
- ✓ Crossroads
- ✓ CDBG
- ✓ Tax Credits/State Funding



Solutions to Reduce Rent Burden

☐ Incentives for Affordable Housing

- ☐ Land use tools - Reduced parking, inclusionary zoning
- ☐ Deferred SDCs or waived (if paid by other funding sources)
- ☐ Tax abatement - state laws
- ☐ Property donations and land banking
- ☐ Grants/loans - CDBG, urban renewal, housing fund (local, revenue source needed)

☐ Affordable Housing Production Revenue Sources

- ☐ Construction excise tax - up to 1% on value of new construction; 50% minimum to developer incentives, 15% to OHCS, and 35% for affordable housing programs (Corvallis, Newport, Lincoln City, Eugene, Portland, Cannon Beach, Medford, Milwaukie)
- ☐ State and Federal \$ -- tax credits, other programs
- ☐ CDBG
- ☐ Urban Renewal

Solutions to Reduce Rent Burden

Process Efficiencies

- Online Permitting (DONE)
- Expedited land use reviews (DONE)
- Other?

Land Use Standards & Zoning

- Code Audit - clear and objective standard updates, affordable housing density bonus revisions (DONE)
- Evaluate parking standards (DONE)

Evaluate other efficiencies

- Minimum densities
- Height and lot coverage
- Less parking for affordable housing
- Other??

Housing Opportunities

- Accessory dwelling units (DONE)
- HB 2001 compliance (DONE)
- Housing Production Strategy - 2022 Kick-off

Support for Affordable Housing

In 2021 - 116 affordable housing units approved (with more on the way)

CDBG loans and grants for low-mod housing rehabilitation


CDBG - down payment assistance (via DevNW)

CDBG grants for emergency housing assistance (via CSC)

City Efforts - Housing Needs Analysis & Buildable Land Inventory - No Red Tape



Technical Assistance from the State Dept. of Land Conservation & Development (DLCD)

-
- ☐ Housing Needs Analysis is complete. Up for adoption 1st quarter of 2022
 - ☐ HB 2003 compliance requires a Housing Production Strategy
 - ☐ Set to begin January of 2022
 - ☐ Lebanon complies with HB 2001/2003
 - ☐ Lebanon complies with SB 1051
- 



Other Thoughts, Concerns, Stories?

