



LEBANON CITY COUNCIL REGULAR & EXECUTIVE SESSION MEETING AGENDA

May 08, 2024 at 6:00 PM

Santiam Travel Station – 750 3rd Street, Lebanon, Oregon

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.

Mayor: Kenneth Jackola

Council President Michelle Steinhebel | Councilor Wayne Dykstra | Councilor Carl Mann

Councilor Jeremy Salvage | Councilor Kim Ullfers | Councilor Dave Workman

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.

1. **AGENDA:** Lebanon City Council Agenda – May 8, 2024
2. **BOARD MINUTES:** Library Advisory Committee
Park, Trees, and Trails Advisory Committee
Planning Committee Committee
3. **COUNCIL MINUTES:**
April 10, 2024 Work Session & Regular Session
April 24, 2024 Work Session
April 24, 2024 Executive Session
4. **LIQUOR LICENSE:**
Darkbloom Coffee Company - Limited On-Premises New Outlet

PRESENTATION / RECOGNITION:

PUBLIC COMMENTS

*Citizens may address the Council by filling out a testimony/comment card prior to speaking and hand it to the City Recorder. Each citizen is provided up to 5 minutes to provide comments to the Council. The Council may take an additional two minutes to ask clarifying questions. The City Recorder will accept and distribute written comments at a speaker's request. Public comments can also be submitted by email to city.recorder@lebanonoregon.gov prior to **5:00 p.m. on May 7**. The City Recorder will distribute comments to the Mayor and Council prior to the meeting.*

PUBLIC HEARING(S)

- [5.](#) Resolution No. 9 for 2024 - A Resolution of the City of Lebanon Calling an Election to Submit to the City Electors the Question of Providing Fluoridation of the Public Water Supply and Adopting a Ballot Title and Explanatory Statement
- [6.](#) Resolution No. 10 for 2024 - A Resolution of the City of Lebanon Referring to the Voters a Measure Proposing a Prohibition on Psilocybin Related Businesses and Adopting a Ballot Title and Explanatory Statement
- [7.](#) Ordinance Bill No. 2024-04, Ordinance No. 3020 - A Bill for an Ordinance Amending Chapter Eight: Transportation of the Lebanon Comprehensive Plan and Adopt the Amendment to the Transportation System Plan File CPTA-24-01; City of Lebanon.
- [8.](#) Resolution No.11 for 2024 - Resolution to Amend Fees and Charges for Administration and Enforcement of the Building Code Program.

REGULAR SESSION

- [9.](#) Enterprise Fleet Purchasing Agreement
- [10.](#) Transparency Portal Demonstration
- [11.](#) Authorization to Purchase
- [12.](#) **Department Report:** *Administration*
City Recorder
Community and Economic Development
Engineering
Finance
Human Resources
IT
Library
Police Department
Public Works
Senior Center/LINX

ITEMS FROM COUNCIL

PUBLIC/PRESS COMMENTS

An opportunity for citizens and the press to comment on items of city business.

NEXT SCHEDULED COUNCIL MEETING(S): June 12, 2024 @ 6PM.

EXECUTIVE SESSION

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

- [13.](#) 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

Council may reconvene into open session should action be required.

ADJOURNMENT

INSTRUCTIONS FOR TESTIFYING ON AGENDA AND NON-AGENDA ITEMS:

Everyone is welcome to attend City Council meetings. If you cannot attend, written testimony must be received by noon prior to the meeting via email to city.recorder@lebanonoregon.gov. Persons who desire to access the Zoom meeting to give oral testimony regarding a Public Hearing can contact the City Recorder by email at city.recorder@lebanonoregon.gov by noon prior to the meeting so that the City Recorder can provide instructions.

City Council meetings are recorded and available on the City's YouTube page at:

<https://www.youtube.com/user/CityofLebanonOR/videos>

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.



Minutes
 Lebanon Public Library
 Advisory Group Meeting
 February 13, 2024

The meeting was called to order at 4:30 p.m.

Present: Kendra Antila (Director) ,Vandy Roadifer (Friends representative), Denice Lee (Chairperson), Kristine Hunt, Jennifer Moody, Dustin Herb, Wayne Dykstra (Council Representative), Jane Turner, Russ Fish

Minutes of the December meeting were approved as presented.

Library Director's Report: Kendra presented statistical reports for December and January, highlighting what a busy month January was in spite of holiday and weather closures (101 new registrations). WiFi stats for January are not available at this point but IT is looking into it. If needed, an average of the last 6 months will be used. Kendra updated members on the last recruitment, an on-call staff member who is doing very well. This new position will help cover holes in the schedule now that we've lost 1 FTE. We also discussed the possibility of Council meetings being held in the Library meeting room as well as the FY 24-25 outlook.

Friends of the Library Report: The recent Valentine's sale was the 2nd biggest ever, with proceeds close to \$1,650. The Friends also received an \$1,800 grant from the Siletz Tribal Charitable Contribution Fund for the Summer Reading Program. The Friends then donated an additional \$2,700 for SRP. They've raised \$17,300 since July and are on target to meet their second \$20,000 donation towards the children's meeting room capital campaign this year. They also have an online donation portal for the capital campaign. The Friends have purchased a domain name and will eventually set up a website. Upcoming events include an Author Fair on February 24th, and booths at the Linn County flea market and North Albany Community Church spring bazaar.

New Business: None.

Unfinished Business: We continued discussing the Lost Item Policy and all agreed on the final draft. Members asked for more changes to the Child Safety & Behavior policy. Kendra will have those edits ready for the next meeting.

Public Comments: None

Announcements: None

The meeting was adjourned at 5:09 p.m. The next meeting will be April 9th @ 4:30.



Parks, Trees, and Trails Advisory Committee Meeting Minutes February 21, 2024

Committee Present Jan Diamantine, Linda Ziedrich, Rick Barnett, Cindy Kerby, Anna Creel, and Rodney Sell.

Committee Absent City Councilor, Dave Workman

Staff Present Interim City Manager Ron Whitlatch, and Public Works Operations Manager, Jason Rush.

Call to Order Chair Barnett called the meeting to order at 2:00 p.m. in the Santiam Travel Station Board Room.

Approval of Minutes The committee approved the meeting minutes from October 18, 2023.

Discussion

- City of Lebanon Update

Jason Rush and Ron Whitlatch provided the City of Lebanon update:

- The skate park fence is almost complete, just waiting on bollards to be installed.
- There has been an uptick in vandalism, crews are navigating this the best they can and getting it cleaned up in a timely manner.
- Annual tree trimming has been completed.
- Tree removal will be completed on 12th Street near Christopher Columbus Park, this tree is impacting the sidewalk and street. The City will complete the tree removal, sidewalk removal, and street repair while the property owner will complete the sidewalk replacement.
- River Park trail extension complete next fiscal year
- The city is currently working through the budget and is down two park staff members they will not be hiring back this year; operations will continue with 1.5 staff members.
- The Cheadle Lake plan still needs a refined plan, but currently water and sewer have been installed. The OPRD Local Government Grant is being looked at to assist with development, due to grant release dates construction dates are on hold.

- March City Council Update

On March 13, 2024, Rick Barnett will be providing an update to the City Council on behalf of the Parks, Trees, and Trails Committee; Build Lebanon Trails will also attend this meeting and provide an update to the Council. A short update will include what the committee has been working on in the last year.

- OPRD Local Government Grant

Oregon Parks and Recreation has large government grants available this year that has a total of 28 million dollars available this year. Barnett mentioned this would be a great opportunity for the development of Cheadle Lake Park. There is a 40% match required, which Lebanon already has available which current fund available. Sell made a motion: The Parks, Trees, and Trails Committee supports the city's efforts to apply for a local government grant large Grant program for the improvements at Cheadle Lake Park. Kerby provided a second; the committee were all in favor.

- BLT Gills Landing Grant Application

Sell stated BLT pulled their grant application due to receiving funding to complete the project. This Gills Landing connector trail project is expected to go out for bid June 2024.

- BLT Update – Rod / Jan

- Build Lebanon Trails has received 5 properties that are all associated with Trail #4 within the Lebanon Strategic Trails Plan. BLT is proposing to design and build a fully accessible trail that connects River Park to Santiam Street. This trail would then been donated to the City of Lebanon once completed. Funding options are being considered.

Barnett made a motion: The Parks, Trees, and Trails Committee supports Build Lebanon Trails moving forward with the Georgia Pacific Trail, with further discussion on long-term maintenance; Ziedrich provided a second; committee was all in favor.

- Build Lebanon Trails has an opportunity to obtain an easement that would be used for the South Shore Trail connection trail to the Lebanon Soccer Fields. Thad Nelson provided public comment regarding this topic; he mentioned the connector trail provides an off-road option for transportation to the soccer fields. There is funding available currently for development and construction standards show to hold up for years to come.

Barnett made a motion: The Parks, Trees, and Trails Committee is supportive of Build Lebanon Trails strategic effort to extend the trail system to the Lebanon soccer fields and to acquire and develop easement at the future South Short Trail Connection; Kerby provided a second; committee was all in favor.

- Ongoing trail maintenance
 - ✓ Cheadle Lake gravel trail rehab
 - ✓ Regularly scheduled trail workdays
 - ✓ Graffiti removal (The Wipe Outs)
 - ✓ Old Mill Trail, 8 tree plantings (Replace dead and damaged and add new trees).
 - ✓ BLT is funding a City of Lebanon Seasonal Trail Maintenance Worker for 4 years.
 - ✓ BLT has been working on building an endowment fund, which could be used for future trail maintenance costs.

- Ziedrich nominated Porter Park for a Lowes Grant for playground equipment.
- Creel asked about comments made about a Parks District and if it would be possible to create a Parks District within Lebanon; Whitlatch mentioned that with the current population

it is not feasible at this time. Rush stated Lebanon would also have to combine with the aquatic district, because there can only be one special district per area.

- Ziedrich asked about the development of Franklin and Russell Street, she would like to see a signal for pedestrians and bicyclists; Whitlatch stated there would be no flashing light or crosswalk in this intersection, that intersection functions as if it has a crosswalk in it already and the pedestrian has the right of way.

- **Public Comments**

None

Next Scheduled Meeting

April 17, 2024 (2:00 – 3:30 p.m.)

Adjournment

Barnett Adjourned the meeting at 2:59 p.m.



LEBANON PLANNING COMMISSION MEETING MINUTES

February 21, 2024 at 6:00 PM

Santiam Travel Station – 750 3rd Street, Lebanon, Oregon

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.

6:00 PM – REGULAR SESSION

CALL TO ORDER / FLAG SALUTE

The meeting was called to order at 6:00 PM.

ROLL CALL

PRESENT

Chair Don Robertson
 Vice-Chair Lory Gerig-Knurowski
 Kristina Breshears
 Dave McClain
 Karisten Baxter
 Alternate Don Fountain
 Alternate Shyla Malloy
 Alternate Michael Miller

ABSENT

Alternate W. Marcellus Angellford (Excused)

STAFF

Interim City Manager Ron Whitlatch
 Community and Economic Development Director Ron Whitlatch

MINUTES

The minutes were approved as submitted.

1. 2023-11-15 Planning Commission Minutes - Draft

COMMISSION REVIEW

2. Public Hearing – Planning File S-24-01, AR-24-01, VAR-24-02, 03 & 04 A proposal for a 19-lot subdivision for the development of an 18-unit townhome, one-unit zero-lot-line single-family dwelling development including three variance requests for the reduction of the minimum lot size requirement for a corner lot, an exception from the maximum allowed dwelling units authorized access from a private street, and a two-foot rear yard reduction for two of the proposed lots in the subdivision for a 1.47 acre property located between Walker Road and Wassom Street, east of Stoltz Hill Road.(12S-02W-15CD, tax lots 3501 & 3600)

Community and Economic Development Director Hart explained the Public Hearing process.

There was no Exparte, Conflict of Interest, or Bias declared by the Commissioners.

CEDD Hart presented the Staff Report. During questions of staff by the commission, Chair Robertson asked whether the City had ever approved a zero-lot line development before, and staff responded yes, on this same property. The previous subdivision proposal for the same type of development and also included a zero-lot line setback. Chair Robertson asked for clarification on LMC Section 16.05.180 and setback standards. Staff explained how the zero-lot-line must be oriented within the subdivision and cannot be situated adjacent to an existing property not within a proposed zero-lot-line development and went over the details of the development code.

Testimony by Applicant: Laura LaRoque from Udell Engineering representing the applicant spoke. Summarized the application, and responded to the written public comment by stating the new development proposal would result in less maximum density than the previous application, the private street and new public street improvements would result in 19 additional parking spaces provided on-street.

Testimony in Favor: None

Testimony in Opposition: Sandra Ragan spoke on concerns over density and traffic issues on Wassom Street. She presented signatures in agreement from surrounding residents. Chair Robertson asked Ms. Ragan if she believed the project was out of compliance with the development code which she did not, however still requested the Commission deny the project. Commissioner Baxter spoke about the comparison of this development proposal which would provide more for-sale housing opportunities and a stable neighborhood environment, versus the previous proposal which could have been a duplex development geared more toward rental housing with more transitory neighbors, that this project would be a greater benefit to the community than the previous project.

Rebuttal: Laura LaRoque addressed the concerns stating the proposed building massing would feel more like a single-family/duplex development rather than a rowhouse/apartment block based on the proposed development design.

Neutral Testimony: None

The Public Hearing was closed.

Motion made by Commissioner Fountain, Seconded by Commissioner Baxter. Voting Yea: Chair Robertson, Vice-Chair Gerig-Knurowski, Commissioner Breshears, Commissioner McClain, Commissioner Baxter, Commissioner Fountain, Commissioner Malloy, Commissioner Miller

CITIZEN COMMENTS - *restricted to items not on the agenda*

None

COMMISSION BUSINESS AND COMMENTS

Community and Economic Development Director Hart reported there is a possibility that there will not be a March meeting.

It was reported that pending legislation SB 1537 would require cities to authorize up to 10 mandatory adjustments to the development code at the request of a developer if they met a certain density threshold.

It was reported that the Housing Production Strategy has been officially acknowledged and accepted by the State.

ADJOURNMENT

The meeting adjourned at 7:07 PM.



LEBANON CITY COUNCIL WORK SESSION & REGULAR MEETING MINUTES

April 10, 2024 at 5:00 PM

Santiam Travel Station – 750 3rd Street, Lebanon, Oregon

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.

Mayor: Kenneth Jackola

Council President Michelle Steinhebel | Councilor Wayne Dykstra | Councilor Carl Mann

Councilor Jeremy Salvage | Councilor Kim Ullfers | Councilor Dave Workman

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.

The City Council Work Session was Called to Order at 5:00 PM.

DISCUSSION ITEMS

1. Utility Systems Update and Rate Discussion

Interim City Manager Ron Whitlatch and Public Works Director Jason Williams presented the City Council with the Utility Systems Update for the Water, Wastewater, and Storm Drainage systems.

The Water System discussion highlighted water main replacements, leak detection, and repair of water main pipes. In the Water Treatment Plant, additional maintenance and earlier than scheduled replacement of membranes due to additional strain during high turbidity caused by to the South Santiam River drawdown. Routine maintenance including new meters and general upkeep were noted as well as upcoming projects.

The Wastewater Fund treats 968 million gallons of sewage annually. Pump replacement of the Westside Interceptor Pump Station was noted and facility plan update for the Wastewater Treatment Plant discussed.

The Master Plan Update and capital improvement needs were identified during the Storm drainage discussion.

The overall financials of revenue and expenses were discussed. Staff recommended and proposed a methodology resulting in a 3.03% increase in utility fees.

Staff and Council reviewed utility rates in comparison with comparable cities. Lebanon is about 4th highest overall, but not far ahead of most other cities.

ADJOURN WORK SESSION

The Work Session Adjourned at 5:32 PM.

6:00 PM – CITY COUNCIL REGULAR SESSION

CALL TO ORDER / FLAG SALUTE

The City Council Regular Meeting was Called to Order at 6:00 PM.

ROLL CALL

PRESENT

- Mayor Kenneth Jackola
- Councilor - Ward 1 Wayne Dykstra
- Councilor - Ward 1 Carl Mann
- Councilor - Ward 2 Kim Ullfers
- Councilor - Ward 2 Dave Workman
- Councilor - Ward 3 Jeremy Salvage (online)

ABSENT

- Council President - Ward 3 Michelle Steinhebel

STAFF

- Interim City Manager Ron Whitlatch
- Finance Director Brandon Neish
- City Attorney Tre Kennedy
- Community and Economic Development Director Kelly Hart
- City Recorder Julie Fisher
- Chief of Police Frank Stevenson
- IT Administrative Assistant Erin Gomez

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.

Motion to Approve the Consent Calendar made by Councilor - Ward 2 Ullfers, Seconded by Councilor - Ward 2 Workman.

Voting Yea: Councilor - Ward 1 Dykstra, Councilor - Ward 1 Mann, Councilor - Ward 2 Ullfers, Councilor - Ward 2 Workman, Councilor - Ward 3 Salvage (Steinhebel Absent)

1. **AGENDA:** Lebanon City Council Agenda – April 10, 2024
2. **AGREEMENT:** Property Acquisition – NW Corner of Stoltz Hill Road & Airport Road
3. **BID AUTHORIZATION:** Gills Landing Project
4. **COUNCIL MINUTES:** March 13, 2024
March 20, 2024 Work Session
March 20, 2024 Executive Session
5. **EASEMENT:** Airport Road Storage
6. **LIQUOR LICENSE:** Hangry Solutions

7. **Resolution No. 7 for 2024** - A Resolution Recognizing the Importance of Arbor Day and Trees in the City of Lebanon.

PRESENTATION / RECOGNITION

PUBLIC COMMENTS

*Citizens may address the Council by filling out a testimony/comment card prior to speaking and hand it to the City Recorder. Each citizen is provided up to 5 minutes to provide comments to the Council. The Council may take an additional two minutes to ask clarifying questions. The City Recorder will accept and distribute written comments at a speaker's request. Public comments can also be submitted by email to city.recorder@lebanonoregon.gov prior to **5:00 p.m. on March 9, 2024**. The City Recorder will distribute comments to the Mayor and Council prior to the meeting.*

Keith Murphy spoke regarding increased trash rates.

James Goble spoke about an upcoming event on Sherman Street which proceeds will benefit veterans. Staff encouraged Mr. Goble to fill out an Event Permit.

Genny Lynch spoke concerned with an increase in utility rates.

Rod Sell, with Build Lebanon Trails, requested funding from Tourism Funds for development of the Georgia Pacific Trail which will be a connector trail to the rest of the system. Council requested staff return with a staff report of the request for consideration.

Alicia VanDriel spoke regarding possible increases in utility rates

PUBLIC HEARING(S)

8. **Public Hearing:** Resolution No. 5 for 2024 - A Resolution Adopting the City of Lebanon's Utility Rates.

The Public Hearing was opened at 6:31 PM.

Interim City Manager Ron Whitlatch presented the Staff Report which included a resolution adopting Utility Rate's at a 3% increase. Rates were compared to cities with similar populations and budgets and the proposed rates were in line with other comparable cities. It was noted by the Council programs like the Community Services Consortium are available with utility assistance.

Mayor Jackola opened the floor for public comment, there was none.

The Public Hearing was closed at 6:33 PM.

City Attorney Tre Kennedy read the title of Resolution No. 5 for 2024 - A Resolution Adopting the City of Lebanon's Utility Rates.

Motion made to adopt Resolution No. 5 for 2024 by Councilor - Ward 2 Ullfers, Seconded by Councilor - Ward 2 Workman.

Voting Yea: Councilor - Ward 1 Dykstra, Councilor - Ward 1 Mann, Councilor - Ward 2 Ullfers, Councilor - Ward 2 Workman, Councilor - Ward 3 Salvage (Councilor Steinhebel was absent.)

REGULAR SESSION

9. Resolution No. 6 for 2024 - Private Sewer Lateral Replacement Program Policy and Guidelines Updates

Interim City Manager Ron Whitlatch presented the updated policy for the Private Sewer Lateral Replacement Program and Guidelines Update. Whitlatch explained at the last Council

meeting the wrong version of the program was adopted which the updates were not included. The corrected version is attached to Resolution No. 6 for 2024.

Motion made to approve Resolution No. 6 for 2024 - Private Sewer Lateral Replacement Program Policy and Guidelines Updates, by Councilor - Ward 2 Workman, Seconded by Councilor - Ward 2 Ullfers.

Voting Yea: Councilor - Ward 1 Dykstra, Councilor - Ward 1 Mann, Councilor - Ward 2 Ullfers, Councilor - Ward 2 Workman, Councilor - Ward 3 Salvage (Steinhebel was absent)

10. Housing Projection Study Code Update - Council Representative Assignment

Community and Economic Development Director Kelly Hart stated a Council representative is needed as part of the advisory committee to review the Housing Projection Study for Code Updates. Councilor Workman and Councilor Ullfers both volunteered.

11. Crossroads Communities -Non-Profit Affordable Housing Tax Exemption Request

Community and Economic Development Director Kelly Hart presented the Council with a staff report outlining the properties that could potentially apply for tax exemption due to non-profit status and the monetary effects an exemption could have on the City. After review, the Council requested the request be revisited for a decision by vote prior to January 2025 so any policy would be in place by March 2025.

12. Ordinance Bill 2024-02, No. 3018 - A Bill for an Ordinance Amending 9.40 of the Lebanon Municipal Code Relating to Civil Trespass.

City Attorney Tre Kennedy presented an ordinance that if passed would allow Resources Offices to be able to site for Criminal Trespass in addition to Sworn Officers.

Motion made to adopt Ordinance Bill No. 2 for 2024, by Councilor - Ward 1 Mann, Seconded by Councilor - Ward 2 Ullfers.

Voting Yea: Councilor - Ward 1 Dykstra, Councilor - Ward 1 Mann, Councilor - Ward 2 Ullfers, Councilor - Ward 2 Workman, Councilor - Ward 3 Salvage (Steinhebel was absent)

13. Resolution No. 8 for 2024 – A Resolution by the City of Lebanon Opting in to Recreational Immunity Pursuant to ORS 105.668.

City Attorney Tre Kennedy introduced the Resolution for Opting in to Recreational Immunity stating that any city with a population of 500,000 or less must opt in by Resolution per ORS.

Motion made to approve Resolution No. 8 for 2024 by Councilor - Ward 2 Workman, Seconded by Councilor - Ward 1 Dykstra.

Voting Yea: Councilor - Ward 1 Dykstra, Councilor - Ward 1 Mann, Councilor - Ward 2 Ullfers, Councilor - Ward 2 Workman, Councilor - Ward 3 Salvage (Steinhebel was absent)

14. Department Report – March 2024

Interim City Manager Ron Whitlatch reported an auction set for April 20th from 10am - 3pm at the Public Works yard. There will be a preview on April 19th.

Interim City Manager Whitlatch reminded the Council of a Work Session on April 24th at noon to discuss the Council Chambers and the 5 Year Budget Projections.

The Budget Committee meetings are scheduled for April 29th and April 30th both at noon. Staff presentations will be on April 29th.

ITEMS FROM COUNCIL

Councilor Salvage reported an issue with RVs parking along E. Elmore Street. With the street already narrow, only 33' wide, the parking has caused traffic flow issues. Councilor Salvage suggested yellow

curb painting. City Attorney Tre Kennedy suggested the Council review an RV Ordinance. Staff will send letters to residents regarding the curb painting and the City Attorney will bring an RV Ordinance back to the Council for consideration.

PUBLIC/PRESS COMMENTS

An opportunity for citizens and the press to comment on items of city business.

Mary Voight asked if the Council voted to increase the Utility Rates, which the Mayor affirmed.

**NEXT SCHEDULED COUNCIL MEETING(S): April 24, 2024 City Council WS @ Noon
May 8, 2024 Regular Meeting @ 6PM**

ADJOURNMENT

The meeting was adjourned at 7:20 PM.

CITY OF LEBANON, OREGON

Kenneth E. Jackola, Mayor

Michelle Steinhebel, Council President

ATTESTED BY:

Julie Fisher, City Recorder



LEBANON CITY COUNCIL WORK SESSION MINUTES

April 24, 2024 at 12:00 PM

Santiam Travel Station – 750 3rd Street, Lebanon, Oregon

MISSION STATEMENT

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Mayor: Kenneth Jackola

Council President Michelle Steinhebel | Councilor Wayne Dykstra | Councilor Carl Mann

Councilor Jeremy Salvage | Councilor Kim Ullfers | Councilor Dave Workman

ROLL CALL

PRESENT

- Mayor Kenneth Jackola
- Councilor - Ward 1 Wayne Dykstra
- Councilor - Ward 1 Carl Mann
- Councilor - Ward 2 Kim Ullfers
- Councilor - Ward 2 Dave Workman
- Council President - Ward 3 Michelle Steinhebel

ABSENT

- Councilor - Ward 3 Jeremy Salvage

STAFF

- Interim City Manager Ron Whitlatch
- Finance Director Brandon Neish
- Public Works Director Jason Williams
- City Attorney Tre Kennedy
- City Recorder Julie Fisher
- Library Director Kendra Antila
- Community and Economic Development Director Kelly Hart
- Human Resources Director Angela Solesbee
- Police Chief Frank Stevenson
- Senior Center Director Kindra Oliver
- IT Director Brent Hurst
- IT Administrative Assistant Erin Gomez

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.

The Work Session was Called to Order at 12:00 PM.

DISCUSSION ITEMS

1. 5 Year Budget Projection Discussion

Interim City Manager Ron Whitlatch and Finance Director Brandon Neish presented the 5 Year Budget Projection discussion. Previous Work Sessions noted a significant shortage in the ending fund balances of approximately 2 million by the year 2027. City Council requested current City services remain. Staff presented a snapshot of what other cities are doing to supplement budget shortages. Options for the Council to consider moving forward included alternative revenue sources such as service fees and/or levy options. Both options were discussed and how either option would affect City partners and the public. Consensus of the Council was that both options are needed to correct the deficit. Staff will bring options back to the Council for review.

2. Council Chambers Discussion

Discussion of moving the Council Chambers from the Santiam Travel Station to the Lebanon Public Library included considerations of cost and timing. Staff presented options for a dais and room configuration.

With no further business, the meeting adjourned at 1:14 PM.

CITY OF LEBANON, OREGON

Kenneth E. Jackola, Mayor
Michelle Steinhebel, Council President

ATTESTED:

Julie Fisher, CMC, City Recorder



LEBANON CITY COUNCIL EXECUTIVE SESSION MINUTES

April 24, 2024 at 12:00 PM

Santiam Travel Station – 750 3rd Street, Lebanon, Oregon

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Mayor: Kenneth Jackola

Council President Michelle Steinhebel | Councilor Wayne Dykstra | Councilor Carl Mann

Councilor Jeremy Salvage | Councilor Kim Ullfers | Councilor Dave Workman

ROLL CALL

PRESENT

Mayor Kenneth Jackola
 Councilor - Ward 1 Wayne Dykstra
 Councilor - Ward 1 Carl Mann
 Councilor - Ward 2 Kim Ullfers
 Councilor - Ward 2 Dave Workman
 Council President - Ward 3 Michelle Steinhebel

ABSENT

Councilor - Ward 3 Jeremy Salvage

STAFF

Interim City Manager Ron Whitlatch
 Finance Director Brandon Neish
 Public Works Director Jason Williams
 City Attorney Tre Kennedy
 City Recorder Julie Fisher

EXECUTIVE SESSION

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

The Executive Session was opened at 1:22 PM. City Attorney Kennedy read the Executive Session Announcement. There was discussion of acquisition of property and the possible uses for the property. No final decision was made during the Executive Session.

1. Executive Session Announcement:

Per ORS 192.660(2)(e) To conduct deliberations with persons designated by the Council to negotiate real property transactions.

ADJOURNMENT

The Executive Session was closed at 1:36 PM.

CITY OF LEBANON, OREGON

Kenneth E. Jackola, Mayor
Michelle Steinhebel, Council President

ATTESTED:

Julie Fisher, CMC, City Recorder



925 S. Main Street
Lebanon, Oregon 97355

TEL: 541.258.4905
www.lebanonoregon.gov

MEMORANDUM

City Recorder's Office

To: Mayor Jackola and City Council
From: Donna Trippett, Deputy City Recorder
Subject: Darkbloom Coffee Company

Date: April 29, 2024

Darkbloom Coffee Company applied for a Limited On-Premises, New Outlet Liquor License for their business at 237 S. Main Street.

The Police Chief, Fire Marshal, Building Official and Community Development Director 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

Page 1 of 4

Check the appropriate license request option:

[New Outlet](#) | [Change of Ownership](#) | [Greater Privilege](#) | [Additional Privilege](#)

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- Commercial
- Caterer
- Public Passenger Carrier
- Other Public Location
- For Profit Private Club
- Nonprofit Private Club

Winery

- Primary location
- Additional locations: 2nd 3rd 4th 5th

Brewery

- Primary location
- Additional locations: 2nd 3rd

Brewery-Public House

- Primary location
- Additional locations: 2nd 3rd

Grower Sales Privilege

- Primary location
- Additional locations: 2nd 3rd

Distillery

- Primary location
- Additional tasting locations: (Use the DISTT form [HERE](#))

Limited On-Premises

- Off Premises
- Warehouse
- Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT
After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received:

Optional: Date Stamp Received Below

- Recommend this license be granted
- Recommend this license be denied
- No Recommendation/Neutral

| | |
|--------------|------|
| | |
| Printed Name | Date |

Signature

Trade Name

Darkbloom Coffee Company

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

| | |
|---|---|
| Name of entity or individual applicant #1: <i>Darkbloom Coffee Company</i> | Name of entity or individual applicant #2: <i>Amy Morrow</i> |
| Name of entity or individual applicant #3: <i>Joshua Morrow</i> | Name of entity or individual applicant #4: |

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

Darkbloom Coffee Company

Premises street address (The physical location of the business and where the liquor license will be posted):

237 S. Main St.

| | | |
|-------------------------|---------------------------|------------------------|
| City: <i>Lebanon</i> | Zip Code: <i>97355</i> | County: <i>Linn</i> |
|-------------------------|---------------------------|------------------------|

Business phone number:

541-401-6113

Business email:

darkbloomcoffeecompany@yahoo.com

Business mailing address (where we will send any items by mail as described in [OAR 845-004-0065\[1\]](#)):

237 S. Main St.

| | | |
|-------------------------|---------------------|---------------------------|
| City: <i>Lebanon</i> | State: <i>OR</i> | Zip Code: <i>97355</i> |
|-------------------------|---------------------|---------------------------|

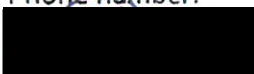
Does the business address currently have an OLCC liquor license? Yes No

Does the business address currently have an OLCC marijuana license? Yes No

APPLICATION CONTACT INFORMATION – Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.

Application Contact Name:

Joshua Morrow

| | |
|---|---|
| Phone number:  <i>(store) /541-401-6113</i> | Email: <i>darkbloomcoffeecompany@yahoo.com</i> |
|---|---|

LIQUOR LICENSE APPLICATION

Page 3 of 4

TERMS

- “Real property” means the real estate (land) and generally whatever is erected or affixed to the land (for example, the building) at the business address.
- “Common area” is a privately owned area where two or more parties (property tenants) have permission to use the area in common. Examples include the walking areas between stores at a shopping center, lobbies, hallways, patios, parking lots, etc. An area’s designation as a “common area” is typically identified in the lease or rental agreement.

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

- Each applicant listed in the “Application Information” section of this form has read and understands [OAR 845-005-0311](#) and attests that:
 1. At least one applicant listed in the “Application Information” section of this form has the legal right to occupy and control the real property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document.
 2. No person not listed as an applicant in the “Application Information” section of this form has an ownership interest in the business proposed to be licensed, unless the person qualifies to have that ownership interest waived under OAR 845-005-0311.
 3. The licensed premises at the premises street address proposed to be licensed either:
 - a. Does not include any common areas; or
 - b. Does include one or more common areas; however, only the applicant(s) have the exclusive right to engage in alcohol sales and service in the area to be included as part of the licensed premises.
 - In this circumstance, the applicant(s) acknowledges responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including in portions of the premises that are situated in “common areas” and that this requirement applies at all times, even when the business is closed.
 4. The licensed premises at the premises street address either:
 - a. Has no area on property controlled by a public entity (like a city, county, or state); or
 - b. Has one or more areas on property controlled by a public entity (like a city, county, or state) and the public entity has given at least one of the applicant(s) permission to exercise the privileges of the license in the area.

LIQUOR LICENSE APPLICATION

Page 4 of 4

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

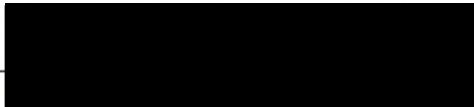
• Each applicant listed in the "Application Information" section of this form has read and understands [OAR 845-006-0362](#) and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

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.

Amy Morrow

Applicant name



4/26/24

Date

Joshua Morrow

Applicant name



Signature

4/26/24

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant/Licensee Representative(s): If you would like to designate a person/entity to act on your behalf you must complete the [Authorized Representative Form](#). You may submit the form with the application or anytime thereafter. The form must be received by the OLCC before the representative can receive or submit information for the applicant.

Please note that applicants/licensees are responsible for all information provided, even if an authorized representative submits additional forms on behalf of the applicant.



**Oregon Liquor & Cannabis Commission (OLCC)
LIMITED LIABILITY COMPANY (LLC)
FORM INSTRUCTIONS**

Definitions

- "Manager-Managed LLC" means an LLC where one or more individuals or entities have the responsibility to run the LLC, and as such, have been named as a "managing member."
- "Managing member" means an individual or entity who has been named to run a manager-managed LLC.
 - A managing member is not required to own or hold membership in the LLC.
 - A manager of the business is not required to be a member or managing member of the LLC.
- "Member-Managed LLC" means an LLC where all members have the responsibility to run the LLC, and as such, no managing member has been named.
- "Member" means an individual or entity who owns membership in the LLC.
- "Entity" means an association, corporation, limited liability company, partnership, trust, or any similar entity that has legal standing under the laws of Oregon or another state within the United States.
- "Individual" means an individual human being.

When does the OLCC require this form to be submitted?

- The LLC is listed as an applicant in the "Applicant Information" section of the Liquor License Application form;
- The LLC has 20% or more ownership in an entity applicant listed in the "Applicant Information" section of the Liquor License Application;
- The OLCC believes obtaining this information may help the OLCC in its investigation.

| | Manager-Managed LLC | Member-Managed LLC |
|---|---|--|
| Registered with the Oregon Secretary of State (SOS) | The OLCC does not require registration in Oregon with the Oregon Secretary of State. | The OLCC does not require registration in Oregon with the Oregon Secretary of State. |
| Section 1 | Must complete this section. <ul style="list-style-type: none"> • List <u>all</u> managing members (may be one or more individuals or entities) | Not Applicable. |
| Section 2 | Must complete this section. <ul style="list-style-type: none"> • List <u>all</u> members with 20% or more membership (may be one or more individuals or entities). | |
| Section 3 | <ul style="list-style-type: none"> • An LLC with no officers should skip this section. • An LLC with the following officers must complete this section: president, secretary, treasurer, and vice president (with responsibility over the operation of the business). | |
| Individual History form | The following individuals must submit an Individual History form unless an exception applies: <ul style="list-style-type: none"> • All individuals who are a managing member, member with 20% or more membership, or a listed officer. Exceptions: <ul style="list-style-type: none"> • The OLCC has determined that the LLC has provided proof to the OLCC that it is listed on an exchange registered with the U.S. Securities and Exchange Commission; or • The OLCC has determined that the LLC has provided written documentation to the OLCC sufficient to show that control of the day-to-day operation of the business has been relinquished by the individual through a written management agreement, or similar written agreement, to one or more parties who are an applicant or licensee for the same license at the same premises. Relinquishing control over the day-to-day operation of the business includes not managing or controlling the sale or service of alcohol or directly supervising any person who sells or serves alcoholic beverages | |
| Section 4 | <ul style="list-style-type: none"> • If the application is for a liquor license that allows customers to consume alcohol at the business, an individual must be listed who has completed, or will complete, an OLCC approved Alcohol Server Education class, and has passed the test. This individual must have the authority to set standards and policies for alcohol servers at the business. • If the application is not for a liquor license that allows customers to consume alcohol at the business, this section may be left blank. | |
| Section 5 | One of the listed members or managing members must sign and date this form. | |



LIMITED LIABILITY COMPANY (LLC) QUESTIONNAIRE

PRINT Item # 4.

RESET FORM

LLC Name Darkbloom Coffee Company LLC

Trade Name of Business (Name Customers Will See) Darkbloom Coffee Company

The LLC named in this document is a (see page 1 for definitions): Manager-Managed LLC Member-Managed LLC

This section is ONLY for a manager-managed LLC. (Directions on page 1. You may include information on a separate sheet.)

| Name of Managing Member (please print) | Name of Managing Member (please print) |
|--|--|
| | |

This section is for BOTH a manager-managed LLC and a member-managed LLC. (Directions on page 1. You may include information on a separate sheet.)

| Name of Member (please print) | Percentage of issued membership held |
|-------------------------------|--------------------------------------|
| Amy Morrow | 40% |
| Joshua Morrow | 40% |
| | |
| | |

This section is ONLY for an LLC with the listed officers. (Directions on page 1. You may include information on a separate sheet.)

| Title | Name (please print) |
|---|---------------------|
| President | |
| Secretary | |
| Treasurer | |
| Vice president with responsibility over the operation of the business | |

SERVER EDUCATION DESIGNEE (Directions on page 1)

| Name (please print) | Date of Birth |
|---------------------|---------------|
| Joshua Morrow | 4/30/1982 |

SIGNATURE (Directions on page 1)

NAME of Signing Person (please type or print) Joshua Morrow

[REDACTED] DATE 4/26/24

SIGNATURE of signing person (may electronically sign)

This box for OLCC use ONLY

Does the entity hold, or has it ever held, an OLCC-issued liquor license? _____



OREGON LIQUOR & CANNABIS COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Joshua Morrow Phone: 208-613-4018

541-401-6113

Trade Name (dba): Darkbloom Coffee Company

Business Location Address: 237 S. Main St.

City: Lebanon ZIP Code: 97355

DAYS AND HOURS OF OPERATION

Business Hours:

Outdoor Area Hours:

The outdoor area is used for:

Sunday CLOSED to _____
Monday CLOSED to _____
Tuesday 7am to 6pm
Wednesday 7am to 6pm
Thursday 7am to 6pm
Friday 7am to 6pm
Saturday 7am to 6pm

~~Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____~~

Food service Hours: _____ to _____
 Alcohol service Hours: _____ to _____
 Enclosed, how _____
The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check ALL that apply:

- Live Music
- Recorded Music
- DJ Music
- Dancing Nude Dancing
- Live Entertainment
- Minor Entertainers
- Karaoke
- Coin-operated Games
- Video Lottery Machines
- Social Gaming
- Pool Tables
- Other: _____

*Minor Entertainers in an area prohibited to minors need prior approval from the OLCC

DAYS & HOURS OF LIVE OR DJ MUSIC

~~Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____~~

SEATING COUNT

Restaurant: 15 Outdoor: _____ Lounge: _____
Banquet: _____ Other (explain): _____ Total Seating: 15

OLCC USE ONLY

Investigator Verified Seating: ____ (Y) ____ (N)
Investigator Initials: _____
Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: _____ Date: 4/26/24



OREGON LIQUOR & CANNABIS COMMISSION FLOOR PLAN

INSTRUCTIONS

1. Your floor plan **MUST** be submitted on the Floor Plan Form below
2. Use a separate Floor Plan Form for each level or floor of the building. The floor plan(s) must show the specific areas of your premises.
3. Label areas i.e. dining area, bar, lounge, lottery, outside patio and sidewalk cafe areas.
4. Food Counters should be labeled as such, and not as a Bar. At a Food Counter, food service/consumption is the predominant activity. At a Bar, alcohol service/consumption is the predominant activity. Please label Food Counters and Bars accordingly.
5. Include all tables and chairs. (See Example below)
6. If you have an outdoor area, please show it in reference to the licensed building.
7. If you have sidewalk seating please contact your local government to see if a permit is required for use.
8. If this is a Food Cart Pod please label the floor plan where the alcohol will be served from, where food will be served, where the seating will be and any other food carts that are in the pod.

Please do not use complex architect drawings as your floor plan, unless they are clearly readable and show all the tables and chairs.

RESTAURANT EXAMPLE

OREGON LIQUOR & CANNABIS COMMISSION
FLOOR PLAN FORM

Your floor plan must be submitted on this form

My Restaurant LLC
Account Name

My Restaurant
Trade Name (if)

Example:

OLCC USE ONLY
SIGNOR POSITIONING ASSIGNMENTS

Date: _____ Initials: _____

FOOD CART POD EXAMPLE

OREGON LIQUOR & CANNABIS COMMISSION
FLOOR PLAN FORM

Your floor plan must be submitted on this form

Food Carts LLC
Account Name

Everyday Food Cart Pod
Trade Name (if)

Entrance

OLCC USE ONLY
SIGNOR POSITIONING ASSIGNMENTS

Date: _____ Initials: _____



OREGON LIQUOR & CANNABIS COMMISSION
FLOOR PLAN FORM

Item # 4.

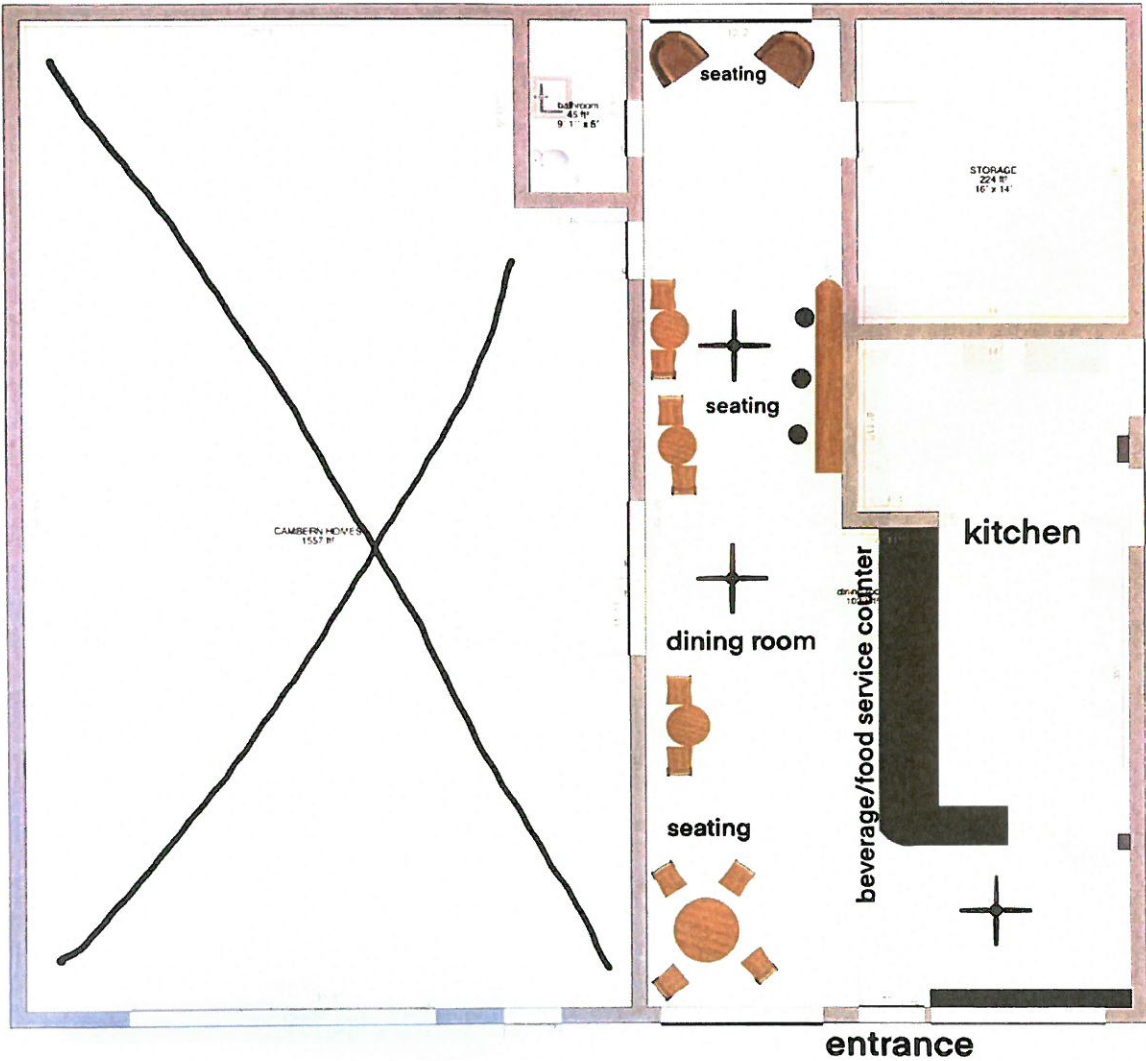
Your floor plan must be submitted on this form

Joshua Morrow
Applicant Name

Darkbloom Coffee Company
Trade Name (dba)

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date: _____ Initials: _____





925 S. Main Street
Lebanon, Oregon 97355

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

MEMORANDUM

City Recorder's Office

To: Mayor Jackola and Council
From: Julie Fisher, City Recorder
Subject: Fluoridation of public water supply

Date: 05/08/2024

I. INTRODUCTION

In October 2001, the practice of fluoridation of the water supply began with approval of the City Council. In 2016, the Council again reviewed the issue and associated cost and approved the continuance of fluoridation of the public water system. In December 2023, The Council referred to Lebanon voters where fluoridation should continue.

II. CURRENT REPORT

The City Attorney and City Recorder have prepared the Ballot Title and Explanatory Statement for the November 2024 election. Approval of the measure continues fluoridation of the public water supply for the City of Lebanon.

III. RECOMMENDATION

Motion to approve Resolution No. 2024-9, A Resolution of the City of Lebanon Calling an Election to Submit to the City Electors the Question of Providing Fluoridation of the Public Water Supply and Adopting a Ballot Title and Explanatory Statement.

A RESOLUTION OF THE CITY OF LEBANON) RESOLUTION NO. 2024-09
CALLING AN ELECTION TO SUBMIT TO THE)
CITY ELECTORS THE QUESTION OF)
PROVIDING FLUORIDATION OF THE PUBLIC)
WATER SUPPLY AND ADOPTING A BALLOT)
TITLE AND EXPLANATORY STATEMENT)

WHEREAS, the Lebanon City Council has determined to seek voter approval to continue fluoridation of the public water supply.

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

Section 1. the City Council refers to the voters of Lebanon whether to continue fluoridation of the public water supply.

Section 2. The City Council adopts the following ballot title for referral:

CAPTION:

Fluoridation of the Lebanon public water system.

QUESTION:

Shall the City of Lebanon continue fluoridation of the public water supply?

SUMMARY:

The City of Lebanon provides drinking water to city residents and businesses. As part of this process, Lebanon has fluoridated its water supply since 2001. This referral directs the City of Lebanon to continue fluoridation of the city water supply at levels recommended by the U.S. Department of Health and Human Services.

Fluoridation is funded through city water fees and managed by the Director of Public Works. The use of fluoride compounds in the water system costs approximately \$25,000 annually which includes materials, chemicals, and staff time.

Section 3. The City Council adopts the following explanatory statement for the ballot:

EXPLANATORY STATEMENT:

On January 26, 2000, the Lebanon City Council held a public hearing on the question of fluoridation of the Lebanon water supply. After considering the public testimony and reviewing the medical literature, the Council unanimously approved fluoridation of the Lebanon water supply. Fluoridation started in October 2001. On February 24, 2016, the Lebanon City Council again addressed the issue of fluoridation. As part of the construction of a new water

treatment plant staff sought confirmation that it should include approximately \$115,000 in capital costs associated with the continued fluoridation of Lebanon's water supply. The Council approved the capital expenditure and continued fluoridation on a 3-2 vote. Lebanon's city water has been fluoridated continuously since October 2001.

On December 13, 2023, the City Council referred to Lebanon voters whether it should continue fluoridation of the water supply by a 4-2 vote.

A "yes" vote continues fluoridation of the public water supply for the City of Lebanon

A "no" vote discontinues fluoridation of the public water supply for the City of Lebanon.

Section 4. The ballot title and explanatory statement adopted by this resolution shall be filed with the city elections officer. The city attorney and city elections officer are directed to take all necessary steps to effectuate this resolution, in compliance with the applicable provisions of law to cause the measure to appear on the ballot for the November 5, 2024, election and to otherwise carry out the intent and purpose of this resolution.

Section 5. This resolution shall be effective immediately upon passage by the Lebanon City Council.

Passed by the Lebanon City Council on this 8th day of May 2024 by a vote of ____yeas and ____nays.

CITY OF LEBANON, LINN COUNTY, OREGON

Kenneth Jackola, Mayor
Michelle Steinhebel, Council President

ATTESTED BY:

Julie Fisher, City Clerk / Recorder



925 S. Main Street
Lebanon, Oregon 97355

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

MEMORANDUM

City Recorder's Office

To: Mayor Jackola and Council
From: Julie Fisher, City Recorder
Subject: Psilocybin Service Centers

Date: 05/08/2024

I. INTRODUCTION

State law allows for the manufacturing, transportation, delivery, sale and possession of psilocybin, the psychedelic drug found in certain mushrooms. State law provides that a local government may adopt an ordinance to be referred to the voters to prohibit the establishment of licensed psilocybin product manufacturers and/or psilocybin services centers within the City of Lebanon.

II. CURRENT REPORT

The City Attorney and City Recorder have prepared the Ballot Title and Explanatory Statement for the November 2024 election. Approval of the measure would prohibit the establishment of psilocybin product manufacturers and psilocybin service centers within the area subject to the jurisdiction of the City of Lebanon.

III. RECOMMENDATION

Motion to approve Resolution No. 2024-10, A Resolution Referring to the Voters a Measure Proposing a Prohibition on Psilocybin-Related Businesses and Adoption a Ballot Title and Explanatory Statement.

**A RESOLUTION OF THE CITY OF LEBANON) RESOLUTION NO. 2024-10
REFERRING TO THE VOTERS A MEASURE)
PROPOSING A PROHIBITION ON)
PHILOCYBIN RELATED BUSINESSES AND)
ADOPTING A BALLOT TITLE AND)
EXPLANATORY STATEMENT)**

WHEREAS, Ballot Measure 109, known as the Oregon Psilocybin Services Act, which passed in November 2020, requires the Oregon Health Authority (OHA) to begin accepting applications for licenses to manufacture, deliver, and administer psilocybin on January 2, 2023; and

WHEREAS, Ballot Measure 109 also allows local governments to prohibit psilocybin related businesses by referring an ordinance to the voters at a statewide general election; and

WHEREAS, on August 10, 2022 the Lebanon City Council passed Ordinance No. 2985 declaring a temporary ban on Psilocybin Service Centers and the manufacture of psilocybin products in Lebanon and allow the City to consider reasonable time, place, and manner regulations; and

WHEREAS, The City Council referred to the November 8, 2022 election, a ballot measure proposing a two-year delay on psilocybin-related businesses in Lebanon which voters approved,

NOW, THEREFORE, the City Council resolves as follows:

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

Section 1. The City Council refers to the November 5, 2024 election, a ballot measure proposing the prohibition of psilocybin related businesses within the City of Lebanon.

Section 2. The City Council adopts the following ballot title for referral:

CAPTION:

Prohibition of psilocybin related businesses within the city of Lebanon.

QUESTION:

Shall psilocybin related businesses be prohibited within the city of Lebanon?

SUMMARY:

The Lebanon City council adopted an ordinance to refer to the voters that prohibits psilocybin related businesses in Lebanon. State law allows for the manufacturing, transportation, delivery, sale and possession of psilocybin, the psychedelic drug found in certain mushrooms. Psilocybin remains a Schedule I drug under the Federal Controlled Substances Act. State law provides that a local government may adopt an ordinance to be referred to the voters to prohibit the establishment of licensed psilocybin product manufacturers and/or psilocybin services centers within the City of Lebanon.

Approval of the measure would prohibit the establishment of psilocybin product manufacturers and psilocybin service centers within the area subject to the jurisdiction of the city of Lebanon.

Section 3. The City Council adopts the following explanatory statement for the ballot:

EXPLANATORY STATEMENT:

Approval of this measure would prohibit of the establishment and operation of psilocybin product manufacturers and psilocybin service centers within the city of Lebanon. Psilocybin is a naturally occurring psychedelic compound found in over 200 species of mushrooms. Psilocybin is a Schedule I substance under the Federal Controlled Substance Act. Oregon Voters legalized regulated psilocybin services through Ballot Measure 109 (2020).

Ballot Measure 109 (2020) allows a local government to adopt an ordinance to be referred to the voters that prohibits the establishment of certain licensed psilocybin related businesses. The Lebanon City Council has adopted such an ordinance that prohibits psilocybin related businesses. If approved, this measure would prohibit psilocybin product manufacturers and psilocybin service centers within Lebanon.

Measure 109 prohibits a city from adopting or enacting an ordinance imposing a tax or fee on psilocybin manufacturing or the provision of psilocybin services. Consequently, approval of this measure should not have any revenue impacts on the city.

Section 4. The ballot title and explanatory statement adopted by this resolution shall be filed with the city elections officer. The city attorney and city elections officer are directed to take all necessary steps to effectuate this resolution, in compliance with the applicable provisions of law to ensure the measure to appear on the ballot for the November 5, 2024, election and to otherwise carry out the intent and purpose of this resolution.

Section 5. The city ordinance that is subject of this referral is attached hereto and incorporated herein as Exhibit A.

Section 6. This resolution shall be effective immediately upon passage by the Lebanon City Council.

Passed by the Lebanon City Council on this 8th day of May 2024 by a vote of ____yeas and ____nays.

CITY OF LEBANON, LINN COUNTY, OREGON

Kenneth Jackola, Mayor
Michelle Steinhebel, Council President

ATTESTED BY:

Julie Fisher, City Clerk / Recorder

A BILL FOR AN ORDINANCE DECLARING A BAN ON PSILOCYBIN SERVICE CENTERS AND THE MANUFACTURE OF PSILOCYBIN PRODUCTS IN THE CITY OF LEBANON

) **ORDINANCE BILL NO. 2024-03**
)
) **ORDINANCE NO. 3019**
)

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery and administration of psilocybin at licensed facilities; and

WHEREAS, ORS 475A.235 provides that the Oregon Health Authority will regulate the manufacturing, transportation, delivery, sale and purchase of psilocybin products and the provision of psilocybin services in the state; and

WHEREAS, the Oregon Health Authority has initiated a rulemaking process to implement the state’s psilocybin regulatory program and intends to begin accepting applications for psilocybin-related licenses on January 2, 2023; and

WHEREAS, ORS 475A.718 provides that a city council may adopt an ordinance to be referred to the electors of the city prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city; and

WHEREAS, the City Council seeks to refer to the voters of Lebanon the question of whether to establish a ban on state-licensed psilocybin product manufacturers and psilocybin service centers within the city’s jurisdictional boundaries.

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

Section 1. Prohibition.

The establishment of psilocybin product manufacturers licensed under ORS 275A.290 and psilocybin service centers licensed under ORS 475A.305 is prohibited in the City of Lebanon.

Section 2. Referral.

This ordinance is referred to the electors of the City of Lebanon for approval at the next statewide general election on November 5, 2024.

Section 3. Effective Date.

This ordinance takes effect and becomes operative 30 days after the day on which it is approved by a majority of voters.

Passed by the Lebanon City Council by a vote of _____ for and _____ against and approved by the Mayor this 8th day of May 2024.

CITY OF LEBANON, OREGON

Kenneth Jackola, Mayor
Michelle Steinhebel, Council President

Attested:

Julie Fisher, CMC, City Recorder



925 S. Main Street
Lebanon, Oregon 97355

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

MEMORANDUM

Community Development

To: Mayor Jackola and City Council Date: August 17, 2023
From: Kelly Hart, Community Development Director
Subject: Comprehensive Plan Amendment – Economic Opportunity Analysis

I. INTRODUCTION

The City of Lebanon has an adopted Transportation System Plan which evaluates the development and growth projections and identifies the transportation improvements needed over the 20-year planning period to address the growth and maintain an effective transportation system. The proposed Comprehensive Plan Amendment identifies recommended changes to the adopted 2018 Lebanon Transportation System Plan (TSP) to reflect desired long-term transportation improvements at the Weldwood Drive/Cascade Drive intersection.

II. CURRENT REPORT

In 2020, Kittelson & Associates, Inc. (Kittelson) performed an operations and safety assessment of the Weldwood Drive/Cascade Drive intersection as part of the 2020 *Colonia Paz Affordable Housing Traffic Impact Analysis*. Within this study, the intersection was found to function within acceptable capacity-based operating standards. However, the study also documented a field review and safety assessment of the intersection that identified an emerging trend of crashes associated with the southbound left turn and through movement from the Walmart access drive leg. While no specific mitigation measures were recommended to be conditioned on the Colonia Paz development, several potential intersection mitigation measures were included in the report for future consideration by the City of Lebanon.

In response to observed changes in traffic volumes/patterns following the COVID-19 pandemic, the City of Lebanon asked Kittelson to perform an updated assessment of the Weldwood Drive/Cascade Drive intersection in May 2022. This updated assessment (May 31, 2022, *Weldwood Drive/Cascade Drive Intersection Assessment*) generated the following findings:

- The critical southbound left-turn movement from the Walmart access road was found to be operating at capacity with high levels of delay during peak traffic conditions.
- A review of more recent/updated crash data found a similar frequency of crashes and crash patterns consistent with the 2020 analysis. In particular, a large percentage of crashes continue to involve southbound left-turn and through movements from the Walmart access drive leg of the intersection.

- Although delay associated with the critical southbound left-turn movement is high, the intersection did not have high enough traffic demand to meet the primary volume-based warrants for installing a traffic signal.

Based on these findings, several safety and operations improvements were identified and assessed. The near-term improvements centered on minimizing traffic volumes on the southbound Walmart access drive approach or making minor striping/channelization treatments on all four intersection approaches to better align intersection movements, consolidate lanes, and improve sight lines. Recognizing these to be temporary fixes, several long-term solutions were also identified. Under the long-term improvement scenarios, signalization of the intersection could be a viable mitigation treatment when one or more volume-based warrants are met. As an alternative to signalization, a single-lane roundabout was investigated and found to operate with sufficient long-term capacity and generally fit within the available right-of-way or have minimal impacts to existing developed properties.

Following these findings, Kittelson performed a more detailed engineering design layout of a single-lane roundabout to better understand the functional layout and geometric needs, right-of-way limitations, heavy vehicle turning movement requirements, and construction costs. The result was a 30% design plan for the intersection that included a conceptual engineering cost estimate of approximately \$4,000,000 in 2023 dollars. See *Attachment A* for a copy of the 30% design set.

Per Oregon Administrative Rule (OAR) 660-012-0030 (Determination of Needs per the “Transportation Planning Rule”), the currently adopted Lebanon TSP identifies needs and deficiencies under year 2018 and year 2040 conditions. Of the extensive list of currently adopted and prioritized transportation improvement projects in the TSP, the plan does not identify the need for improvements at the Weldwood Drive/Cascade Drive intersection. To be eligible and/or more competitive for future grant/funding opportunities, it is recommended that the City formally amend its TSP to include a future roundabout at the Weldwood Drive/Cascade Drive intersection.

Summary of Recommended Changes –

Given the two previous operations/safety assessments of the Weldwood Drive/Cascade Drive intersection and the fact that the existing Lebanon TSP does not currently identify improvements, the following amendments are recommended:

- Modify TSP Table 4 (Motor Vehicle Projects) to include a new D42 project that includes the installation of a roundabout as documented below.

Table 4. Motor Vehicle Projects

| Project ID | Project Description | Project Purpose | Primary (Secondary Mode) | Estimated Cost | Primary Funding Source | Package** |
|------------|--|-------------------------------------|--------------------------|----------------|------------------------|-----------|
| D42 | Weldwood Drive/Cascade Drive intersection improvements Intersection improvements (installation of a single-lane roundabout) | Motor vehicle congestion and safety | Motor Vehicle | \$4,000,000 | City | 2 |

The inclusion of a new D42 project in Table 4 will result in \$4.0M of new projects added to the Package 2 project list (Aspirational projects that are highly supported but that, due to cost or jurisdiction, were unable to be included in the Financially Constrained list). As noted in the adopted TSP, the list of Aspirational projects is not reasonably expected to be funded by 2040 but is important to providing a transportation system that supports economic development and provides a balanced transportation system. The inclusion of this list allows the City to remain flexible and respond to future funding opportunities as they arise.

Adoption Process – the amendment to the Transportation System Plan (TSP) is to be adopted by ordinance and incorporated directly into the comprehensive plan. Included for consideration is the draft amendment to the TSP.

To adopt an amendment to the comprehensive plan text, the City must first make findings for the relevant decision criteria, including, the amendment complies with the Oregon Department of Land Conservation and Development (DLCD) administrative rules, the applicable Statewide Planning Goals, the applicable provisions of the Lebanon Comprehensive Plan, and any other applicable and relevant facility or special area plans, specific projects or city-wide goals adopted by the City. The required findings are included as Exhibit “A” of the proposed Ordinance.

III. RECOMMENDATION

1. Evaluate the public testimony and the record established before the City Council; and
2. Adopt the Ordinance amending the Comprehensive Plan Text Amendment adopting the Minor Amendment to the Transportation System Plan, adopting the written findings for the decision criteria contained in the staff report; or
3. Adopt the Ordinance amending the Comprehensive Plan Text Amendment adopting the Minor Amendment to the Transportation System Plan, adopting modified findings for the decision criteria; or
4. Deny the Ordinance, specifying reasons why the proposal fails to comply with the decision criteria.

A BILL FOR AN ORDINANCE AMENDING) ORDINANCE BILL NO. 2024-04
CHAPTER EIGHT: TRANSPORTATION)
OF THE LEBANON COMPREHENSIVE PLAN)
AND ADOPT THE AMENDMENT TO THE) ORDINANCE NO. 3020
TRANSPORTATION SYSTEM PLAN)
File CPTA-24-01; City of Lebanon)

WHEREAS, as established by State law, cities may amend sections of their comprehensive plan and update as appropriate; and,

WHEREAS, the last time the Comprehensive Plan chapter of Transportation was updated was in 2018; and,

WHEREAS, a Transportation System Plan evaluates the development and growth projections and identifies the transportation improvements needed over the 20-year planning period to address the growth and maintain an effective transportation system; and,

WHEREAS, in 2020, Kittelson & Associates, Inc., performed an operations and safety assessment of Weldwood/Cascade Drive intersection as part of the 2020 Colonia Paz Affordable Housing Traffic Impact Analysis and found the function of the intersection within acceptable capacity-based operations standards, but identified potential future mitigation measures not associated with the development for better channelization of the intersection to improve safety; and

WHEREAS, in response to observed changes in traffic volumes/patterns, the City identified a roundabout would be a preferred long-term solution for the intersection; and

WHEREAS, it was deemed appropriate to amend the Transportation System Plan to incorporate the motor vehicle project as an aspirational project on the financially constrained list to open up alternative grant funding opportunities for the project; and

WHEREAS, the Amendment (Exhibit “B”) includes updates to Chapter Eight: Transportation in the form of an update to the Transportation System Plan; and

WHEREAS, on April 17, 2024, the Planning Commission for the City of Lebanon conducted a hearing on Planning File No. CPTA-24-01, making findings recommending adoption of the comprehensive plan text amendment for the minor amendment to the Transportation System Plan; and,

WHEREAS, on May 8, 2024, the City Council for the City of Lebanon conducted a hearing on Planning File No. CPTA-24-01, making findings to adopt the comprehensive plan text amendment for the minor amendment to the Transportation System Plan; and

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

Section 1. Findings. After conducting the hearing and considering all objections

or remonstrance regarding the proposal, and further considering the recommendation of the Lebanon Planning Commission, the City Council finds that this amendment to the comprehensive plan and adoption of the minor amendment to the Transportation System Plan. In addition to the findings referred to above and the Planning Commission record, the City Council further adopts and finds those matters contained in Exhibit "A" which is incorporated herein by this reference as if fully set forth at this point.

Section 2. Record. The City Recorder shall submit to the Oregon Secretary of State a copy of this Ordinance.

Passed by the Lebanon City Council by a vote of _____ for and _____ against and approved by the Mayor this 8th day of May, 2024.

Kenneth E. Jackola, Mayor
Michelle Steinhebel, Council President

Attested:

Julie Fisher, City Recorder

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

Reserved for Recording

EXHIBIT A LEBANON CITY COUNCIL FINDINGS

I. NATURE OF THE APPLICATION

This matter comes before the Lebanon City Council on the application of the City of Lebanon to amend the Lebanon Comprehensive Plan Chapter Eight: Transportation.

II. BACKGROUND INFORMATION

The City plans to amend the Lebanon Comprehensive Plan Chapter Eight: Transportation to adopt a minor amendment to the Transportation System Plan. Exhibit "B" contains the specific amendments to be adopted.

III. PUBLIC HEARING

A. Planning Commission Action

A public hearing was held on this application before the Lebanon Planning Commission on April 17, 2024. At that hearing, City Planning File No. CPTA-24-01 was made a part of the record. Notice of the hearing was published consistent with the requirements in Chapter 16.20 of the Lebanon Development Code. No objection was raised as to jurisdiction, conflicts of interest, or to evidence or testimony presented at the hearing.

At the conclusion of the hearing, the Planning Commission deliberated on the issue and voted to recommend the City Council adopt the proposed amendments to the Lebanon Comprehensive Plan. The Commission found the proposed changes consistent with the applicable decision criteria.

B. A public hearing was held on this application before the Lebanon City Council on May 8, 2024. At that hearing, City Planning File No. CPTA-24-01 was made a part of the record. Notice of the hearing was published consistent with the requirements in Chapter 16.20 of the Lebanon Development Code.

IV. FINDINGS OF FACT-GENERAL

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

- A. The applicant is the City of Lebanon.
- B. The proposal is to amend Chapter Eight: Transportation to adopt a minor amendment to the Transportation System Plan. Exhibit "B." contains the specific language.
- C. The decision to approve or deny shall be based on criteria contained in the Lebanon Development Code: Chapter 16.28 – Comprehensive Plan and Development Code Text Amendments.

V. APPLICATION SUMMARY

- A. As established by State law, cities should periodically review sections of their comprehensive plan and update them as appropriate.
- B. The last time the Comprehensive Plan chapter of Transportation was updated was in 2018.
- C. The City contracted with Kittelson & Associates, Inc. to complete the update and appropriate analyses.
- D. In compliance with the Oregon Administrative Rule 660-012-0030 (Determination of Needs per the Transportation Planning Rule), the currently adopted Lebanon TSP identifies needs and deficiencies under year 2018 and year 2040 conditions. Of the extensive list of currently adopted and prioritized transportation improvement projects in the TSP, the plan does not identify the need for improvements at the Weldwood Drive/Cascade Drive intersection. To be eligible and/or more competitive for future grant/funding opportunities, the City is taking action to amend the TSP to include a future roundabout at the Weldwood Drive/Cascade Drive intersection.
- E. The Department sent out notice of the Code amendments to affected agencies and the Department of Land Conservation (DLCD). The Department did not receive any comments as of the date of this report.

VI. CRITERIA AND FINDINGS

- A. Chapter 16.28 establishes the procedures and criteria for amending the text of both the Comprehensive Plan and the Development Code. Section 16.28.010 identifies the purpose of text amendments while Section 16.28.020 identifies the various types of amendments. The proposed changes involve only amendments to the comprehensive plan. There are no corresponding development code updates required.
- B. Section 16.28.030 identifies those agents authorized to initiate a text amendment. Conforming to provisions in this Section, City staff initiated this action.
- C. Section 16.28.040 requires the City Recorder to maintain records of all changes to the Development Code. This administrative process requires City compliance.
- D. Sections 16.28.050 and 16.28.060 require all proposed amendments to the Comprehensive Plan Text shall be consistent with Oregon's Statewide Planning Goals, and with all adopted facility plans, including the Transportation System Plan. The following findings establish the basis for compliance with consistency with the Oregon Statewide Planning Goals and the City's Transportation System Plan and are incorporated as reference.
- E. Section 16.28.070 requires Development Code amendments to be consistent with the City's Transportation System Plan.

FINDINGS: The City's Comprehensive Plan (adopted in 2004 and amended in 2018) identifies eight transportation-related goals with associated policies. These same goals are also included within the City's TSP. The following identifies how the proposed amendment complies with each of the identified goals.

Goal 1: An equitable, balanced, and well-connected multi-modal Transportation System

Within this goal, the policy statements ensure that the transportation system provides equitable access to underserved and vulnerable populations and is friendly and accommodating to travelers of all ages.

Finding: As proposed, the amendment is compliant with Goal 1 because it:

- Does not change the City's implementing standards for the design of transportation facilities.
- A roundabout traffic control treatment still provides for a system of roads, sidewalks, and bicycle facilities that provide connections between the adjacent commercial center, neighborhoods, and the adjacent highway.
- Still requires the construction of appropriate facilities to serve people walking and riding bikes as part of adjacent land development.

Goal 2: Convenient facilities for pedestrians and bicyclists.

Within this goal, the policy statements ensure more walking and biking by providing for their needs (e.g., streetlighting, bike parking) and improving commuting/recreational walking and biking connections to community facilities and amenities.

Finding: As proposed, the amendment is compliant with Goal 2 because it:

- A future roundabout design would still provide accommodations for people walking and riding bikes through the intersection.

Goal 3: Transit service and amenities that encourage a higher level of ridership

Within this goal, the policy statements ensure that the transportation system provides for transit user needs beyond the basic provision of service (e.g., by providing sidewalk and bicycle connections, shelters, benches, and technology) to encourage higher levels of use.

Finding: As proposed, the amendment is compliant with Goal 3 because it:

- A future roundabout design would not preclude transit-related accommodations at the intersection.
- Does not result in a change to the transit service or the future transit system plan outlined in the TSP.

Goal 4: Efficient travel to and through the City.

Within this goal, the policy statements support a connected network of streets to

improve transportation connections and enhance system efficiency.

Finding: As proposed, the amendment is compliant with Goal 4 because it:

- Improves the operational efficiency of the Weldwood Drive/Cascade Drive intersection, especially during peak school and commuter travel periods.
- Addresses an operational deficiency.

Goal 5: safe and active residents.

Within this goal, the policy statements support improvements at high collision locations and improve safety for walking, biking, and driving.

Finding: As proposed, the amendment is compliant with Goal 5 because it:

- Addresses a noted safety deficiency at the intersection.

Goal 6: a sustainable transportation system

Within this goal, the policy statements strive to maintain the existing transportation system assets to preserve their intended function/useful life and improve travel reliability and safety with system management solutions.

Finding: As proposed, the amendment is compliant with Goal 6 because it:

- Would extend the operational efficiency of the intersection.
- Does not change the City's design standards for the streets, pedestrian, or bicycle facilities.

Goal 7: A transportation system that supports a prosperous and competitive economy

Within this goal, the policy statements strive to identify transportation improvements that will enhance access to employment and improve the freight system efficiency, access, capacity, and reliability.

Finding: As proposed, the amendment is compliant with Goal 7 because it:

- Provides a network of streets that can be constructed in collaboration with adjacent land development.
- Enhances a connection to/from a major local and regional retail center.

Goal 8: Coordinate with local and state agencies and transportation plans.

Within this goal, the policy statements strive to ensure coordination of transportation projects, policy issues, and development actions with all affected government agencies in the area, including Linn County, and the Oregon Department of Transportation.

Finding: As proposed, the amendment is compliant with Goal 8 because it:

- Does not directly impact any facilities owned or maintained by outside agencies.

Response to Consistency with the City TSP by Mode - The City's TSP (adopted in 2018) will need to be amended to add the Weldwood Drive/Cascade Drive roundabout project. This amendment would affect Table 4 and Figure 4 of the City's TSP.

The following identifies how the proposed amendments still comply with the multimodal projects and functional classification designations identified in the TSP.

TSP street system - The TSP includes a roadway functional classification map which identified both Weldwood Drive and Cascade Drive as existing Collector Streets in Figure 7.

Finding: The inclusion of a future roundabout at the Weldwood Drive/Cascade Drive intersection is consistent with the functional classification of these roadways because it:

- Would still provide connections for people driving, walking, and riding bikes via Weldwood Drive and Cascade Drive corridors.
- Enables acceptable near- and long-term intersection operations at the intersection.

TSP pedestrian system - The TSP notes that sidewalks are required as part of all new street construction as well as along site frontages as part of land development projects.

Finding: The inclusion of a roundabout is compliant with the TSP pedestrian network and Proposed Project list because it:

- Would include safe pedestrian accommodations as part of the intersection reconstruction.
- Would improve pedestrian accommodations through the intersection.

TSP Bicycle system - The TSP reflects a vision for prioritized bicycle travel on lower-speed, lower-volume streets such as the City's collector street network. The TSP notes that bike facilities are required as part of all new collector and arterial street construction as well as along site frontages as part of land development where appropriate.

Finding: The inclusion of a roundabout is compliant with the TSP pedestrian network and Proposed Project list because it:

- Would include safe bicycle accommodations as part of the intersection reconstruction.
- Would improve bicycle accommodations through the intersection.

Response to Consistency with the Oregon Department of Transportation - The Weldwood Drive/Cascade Drive intersection is under City ownership and maintenance responsibility. However, the intersection is located approximately 450 feet southwest of the signalized US 20/Weldwood Drive intersection which is under the ownership of the Oregon Department of Transportation (ODOT). While a future

roundabout intersection would be operationally compatible with this signalized intersection, the connecting Weldwood Drive approach is located within the functional area of the signalized intersection and would require some minor signing and striping modifications. As part of any future final design and implementation of the roundabout, the final design plans should be coordinated with ODOT design and engineering staff.

Response to Consistency with the Linn County TSP -

The Weldwood Drive/Cascade Drive intersection is completely within the City of Lebanon on roadways under City ownership and maintenance responsibility. As such, no coordination with or amendments to the Linn County TSP are required.

- F. Section 16.28.080 outlines the process for text amendments. This is a legislative action under Chapter 16.20 and requires hearings before both the Planning Commission and City Council. The Commission reviews the request and makes a recommendation to the Council. The final decision on this matter rests with the City Council. For the record, the Commission hearing and process comply with the requirements for a legislative action.
- G. Specific decision criteria are contained in Section 16.28.090. The City may approve a Comprehensive Plan Amendment if it satisfies the relevant Decision Criteria: Oregon Department of Land Conservation and Development (DLCD) administrative rules, the applicable Statewide Planning Goals, the applicable provisions of the Lebanon Comprehensive Plan, and any other applicable and relevant facility or special area plans, specific projects or goals adopted by the City.

RECOMMENDED FINDINGS: Findings in response to the above-noted criteria:

- 1. DLCD Administrative Rules – Oregon Administrative Rule (OAR) 660-012-0015(3)(a),(4),(5):
 - (3) Cities and counties shall prepare, adopt, and amend local TSPs for lands within their planning jurisdiction in compliance with this division:
 - (a) Local TSPs shall establish a system of transportation facilities and services adequate to meet identified local transportation needs and shall be consistent with regional TSPs and adopted elements of the state TSP;
 - (4) Cities and counties shall adopt regional and local TSPs required by this division as part of their comprehensive plans. Transportation financing programs required by OAR 660-012-0040 may be adopted as a supporting document to the comprehensive plan;
 - (5) The preparation of TSPs shall be coordinated with affected state and federal agencies, local governments, special districts, and private providers of transportation services.

Consistent with the applicable Transportation Planning Rule requirements for amending the TSP, the findings included in this record address the consistency of the amendment with the City’s Comprehensive Plan, the County and State transportation systems, the Statewide Planning Goals, and

coordination efforts between the affected agencies by this amendment.

2. Statewide Planning Goals - Compliance with the Statewide Goals is noted as follows:

Goal 1, Citizen Involvement: The Planning Commission and City Council will conduct public hearings on the request, consistent with City procedures and the intent of the Goal. Public hearings are scheduled for April 17, 2024, and May 8, 2024.

Goal 2, Land Use Planning: The City has an adopted Comprehensive Plan which addresses the land use planning system and compliance with statewide planning goals. This amendment of the comprehensive plan is a post-acknowledgment planning action to amend the transportation system plan with additional transportation improvements. The proposal does not involve any proposed exceptions to the Statewide Goals. Adoption actions are consistent with the locally adopted procedures.

Goal 3, Agricultural Lands: The proposal does not involve or affect farmland. An exception to this goal is not required.

Goal 4, Forest Lands: The proposal does not involve or affect identified forestland. An exception to this goal is not required.

Goal 5, Open Spaces, Scenic and Historic Areas, and Natural Resources: The proposed changes to the Plan do not alter existing goals, policies, or regulations that affect identified historic, cultural, or natural resources within Lebanon.

Goal 6, Air, Water, and Land Resource Quality: Nothing in this amendment establishes or promotes goals, policies, or land uses that adversely affect air, water, or resource quality issues.

Goal 7, Natural Hazards: The Code amendment does not alter goals, policies, or regulations for natural hazard areas; these remain in force.

Goal 8, Recreational Needs: The proposed changes do not create goals, policies, or regulations affecting recreational opportunities or involve land identified for recreational purposes.

Goal 9, Economic Development: Although not directly related to economic development, the proposed TSP project amendment will improve the flow of multimodal travel within major retail hubs for the City. As such, the proposed TSP project amendment will help support future retail expansion in the area.

Goal 10, Housing: The amendments do not affect housing supply or location, or the City's ability to meet identified housing needs.

Goal 11, Public Facilities and Services: The amendment does not establish new uses or intensification of allowed uses and does not result in development

or an increase in development beyond the expected planned levels. The amendment does not affect the City's ability to provide public services.

Goal 12, Transportation: The proposed TSP project amendment is an identified transportation improvement project that is consistent with the goals and objectives of the City's TSP.

Goal 13, Energy Conservation: The proposed TSP project amendment identifies the need to convert an existing two-way stop-controlled intersection to a single-lane roundabout. Compared to stop-controlled and signalized intersections, roundabouts minimize idling and associated emissions.

Goal 14, Urbanization: The proposed amendments address urban uses within an urban environment.

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

In general, the proposed amendments are consistent with Goal provisions, or the amendments do not directly affect Goal provisions.

3. Lebanon Comprehensive Plan – The Comprehensive Plan consists of ten Chapters, with each Chapter addressing specific land use issues such as economic development, housing, or natural resources. Each Chapter is reviewed below:
 - a. Chapter 1: Introduction - This introductory Chapter describes the Comprehensive Plan, its relationship to the Statewide Land Use Goals, the Citizen Involvement program, and key terminology. As introductory provisions, this Chapter does not directly apply to the proposed text amendments.
 - b. Chapter 2: Natural Environment – The Chapter addresses goals and policies related to the City's natural environment.

FINDINGS: This Chapter does not apply, as the Plan revision does not establish new or alter existing regulations involving wetlands, wildlife habitat, or other resources identified as requiring preservation or protection.
 - c. Chapter 3: Urbanization – This Chapter provides the basic framework for future urban development within the City, including public facility provisions and annexations.

RECOMMENDED FINDINGS: The urbanization chapter focuses on the transition of urban growth area land to city limits through growth and development. The analysis of the UGB and the allocation of land within the urban growth area for future uses is an important component of the chapter. The proposed TSP amendment to include a transportation

project that is located fully within city limits does not impact urbanization.

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

FINDINGS: The proposed amendment to the TSP impacts roadway improvements, not land use, as such, this amendment does not impact this section.

- e. Chapter 5: Economic Development – This Chapter addresses population growth and economic development as well as those trends affecting both.

FINDINGS: Although not directly related to economic development, the proposed TSP project amendment will improve the flow of multimodal travel within major retail hubs for the City. As such, the proposed TSP project amendment will help support future retail expansion in the area.

- f. Chapter 6: Housing – This Chapter establishes the City's Goals and Policies related to Housing.

FINDINGS: The TSP amendments will not impact zoning districts for housing purposes or limit the production of housing.

- g. Chapter 7: Community Friendly Development & Preservation of Historic Resources - This Chapter focuses on policies creating a built environment suitable for the needs of a diverse population through a variety of uses scaled for the pedestrian, and capable of accommodating the automobile and mass transit.

FINDINGS: Policies in this Chapter focus on design elements to improve density and housing options while encouraging mixing or combining land uses (residential, commercial, industrial, public) to increase urban livability. The amendment to the comprehensive plan does not conflict with the goals and policies of this chapter, and there are no development code amendments included in the proposal. As such, this amendment is consistent with this chapter.

- h. Chapter 8: Transportation – This Chapter addresses the transportation needs of the City with an emphasis on creating a variety of transportation options for pedestrians, bicyclists, vehicles, and mass transit.

FINDINGS: The City's Comprehensive Plan (adopted in 2004 and amended in 2018) identifies eight transportation-related goals with associated policies. These same goals are also included within the City's TSP. The following identifies how the proposed amendment complies with the goals.

Goal 1: An equitable, balanced, and well-connected multi-modal Transportation System

Within this goal, the policy statements ensure that the transportation system provides equitable access to underserved and vulnerable populations and is friendly and accommodating to travelers of all ages.

Finding: As proposed, the amendment is compliant with Goal 1 because it:

- Does not change the City's implementing standards for the design of transportation facilities.
- A roundabout traffic control treatment still provides for a system of roads, sidewalks, and bicycle facilities that provide connections between the adjacent commercial center, neighborhoods, and the adjacent highway.
- Still requires the construction of appropriate facilities to serve people walking and riding bikes as part of adjacent land development.

Goal 2: Convenient facilities for pedestrians and bicyclists.

Within this goal, the policy statements ensure more walking and biking by providing for their needs(e.g., streetlighting, bike parking) and improving commuting/recreational walking and biking connections to community facilities and amenities.

Finding: As proposed, the amendment is compliant with Goal 2 because it:

- A future roundabout design would still provide accommodations for people walking and riding bikes through the intersection.

Goal 3: Transit service and amenities that encourage a higher level of ridership

Within this goal, the policy statements ensure that the transportation system provides for transit user needs beyond the basic provision of service (e.g., by providing sidewalk and bicycle connections, shelters, benches, and technology) to encourage higher levels of use.

Finding: As proposed, the amendment is compliant with Goal 3 because it:

- A future roundabout design would not preclude transit-related accommodations at the intersection.
- Does not result in a change to the transit service or the future transit system plan outlined in the TSP.

Goal 4: Efficient travel to and through the City.

Within this goal, the policy statements support a connected network of streets to improve transportation connections and enhance system efficiency.

Finding: As proposed, the amendment is compliant with Goal 4 because it:

- Improves the operational efficiency of the Weldwood Drive/Cascade Drive intersection, especially during peak school and commuter travel periods.
- Addresses an operational deficiency.

Goal 5: safe and active residents.

Within this goal, the policy statements support improvements at high collision locations and improve safety for walking, biking, and driving.

Finding: As proposed, the amendment is compliant with Goal 5 because it:

- Addresses a noted safety deficiency at the intersection.

Goal 6: a sustainable transportation system

Within this goal, the policy statements strive to maintain the existing transportation system assets to preserve their intended function/useful life and improve travel reliability and safety with system management solutions.

Finding: As proposed, the amendment is compliant with Goal 6 because it:

- Would extend the operational efficiency of the intersection.
- Does not change the City's design standards for the streets, pedestrian, or bicycle facilities.

Goal 7: A transportation system that supports a prosperous and competitive economy

Within this goal, the policy statements strive to identify transportation improvements that will enhance access to employment and improve the freight system efficiency, access, capacity, and reliability.

Finding: As proposed, the amendment is compliant with Goal 7 because it:

- Provides a network of streets that can be constructed in collaboration with adjacent land development.
- Enhances a connection to/from a major local and regional retail center.

Goal 8: Coordinate with local and state agencies and transportation plans.

Within this goal, the policy statements strive to ensure coordination of transportation projects, policy issues, and development actions with all affected government agencies in the area, including Linn County, and the Oregon Department of Transportation.

Finding: As proposed, the amendment is compliant with Goal 8 because it:

- Does not directly impact any facilities owned or maintained by outside agencies.

Response to Consistency with the City TSP by Mode - The City's TSP (adopted in 2018) will need to be amended to add the Weldwood Drive/Cascade Drive roundabout project. This amendment would affect Table 4 and Figure 4 of the City's TSP.

The following identifies how the proposed amendments still comply with the multimodal projects and functional classification designations identified in the TSP.

TSP street system - The TSP includes a roadway functional classification map which identified both Weldwood Drive and Cascade Drive as existing Collector Streets in Figure 7.

Finding: The inclusion of a future roundabout at the Weldwood Drive/Cascade Drive intersection is consistent with the functional classification of these roadways because it:

- Would still provide connections for people driving, walking, and riding bikes via Weldwood Drive and Cascade Drive corridors.
- Enables acceptable near- and long-term intersection operations at the intersection.

TSP pedestrian system - The TSP notes that sidewalks are required as part of all new street construction as well as along site frontages as part of land development projects.

Finding: The inclusion of a roundabout is compliant with the TSP pedestrian network and Proposed Project list because it:

- Would include safe pedestrian accommodations as part of the intersection reconstruction.
- Would improve pedestrian accommodations through the intersection.

TSP Bicycle system - The TSP reflects a vision for prioritized bicycle travel on lower-speed, lower-volume streets such as the City's collector street network. The TSP notes that bike facilities

are required as part of all new collector and arterial street construction as well as along site frontages as part of land development where appropriate.

Finding: The inclusion of a roundabout is compliant with the TSP pedestrian network and Proposed Project list because it:

- Would include safe bicycle accommodations as part of the intersection reconstruction.
- Would improve bicycle accommodations through the intersection.

Response to Consistency with the Oregon Department of Transportation -

The Weldwood Drive/Cascade Drive intersection is under City ownership and maintenance responsibility. However, the intersection is located approximately 450 feet southwest of the signalized US 20/Weldwood Drive intersection which is under the ownership of the Oregon Department of Transportation (ODOT). While a future roundabout intersection would be operationally compatible with this signalized intersection, the connecting Weldwood Drive approach is located within the functional area of the signalized intersection and would require some minor signing and striping modifications. As part of any future final design and implementation of the roundabout, the final design plans should be coordinated with ODOT design and engineering staff.

Response to Consistency with the Linn County TSP -

The Weldwood Drive/Cascade Drive intersection is completely within the City of Lebanon on roadways under City ownership and maintenance responsibility. As such, no coordination with or amendments to the Linn County TSP are required.

- i. Chapter 9: Public Facilities and Service - The City is required by State law to plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve urban development.

FINDINGS: This amendment does not result in a change of the development code, change in assigned zoning, or direct development of infrastructure. There are policies included that support the development of infrastructure in an orderly manner, as such, this amendment is consistent with this chapter.

- j. Chapter 10: Plan Implementation, Amendment, and Land Use Planning Coordination – This Chapter establishes procedures for amending the Comprehensive Plan Map and Zoning Map.

FINDINGS: This amendment adoption process follows all the policies for the comprehensive plan amendment process as stipulated in this chapter. The Planning Commission held a public hearing on April 17, 2024 making a recommendation to the City Council. The City Council will hold a public hearing on May 8, 2014. The adoption process is via

ordinance, and the amendments will be incorporated directly into the comprehensive plan document. The purpose for the amendment meets the conditions stipulated in the chapter as new data reflects a previously unidentified public need to include the specified project. The findings in this Order support that there is a need for the proposed change, the identified need can best be served by granting the amendment, the amendment is consistent with Statewide Planning Goals, and consistent with all other provisions of the comprehensive plan. As such, the amendment is consistent with this chapter.

4. Other Facility Plans or Projects - In reviewing other documents, Department staff did not identify any plans or policies that apply to the proposed Plan amendments.

VII. CONCLUSION

The City Council concludes the proposed amendments to the Comprehensive Plan are consistent with the applicable decision criteria.

EXHIBIT B
TRANSPORTATION SYSTEM PLAN AMENDMENT
(addition to the plan, no subtractions)

Table 4. Motor Vehicle Projects

| Project ID | Project Description | Project Purpose | Primary (Secondary Mode) | Estimated Cost | Primary Funding Source | Package** |
|------------|--|-------------------------------------|--------------------------|----------------|------------------------|-----------|
| D42 | Weldwood Drive/Cascade Drive intersection improvements | Motor vehicle congestion and safety | Motor Vehicle | \$4,000,000 | City | 2 |



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MEMORANDUM

Community Development

To: Mayor Jackola and City Council
From: Kelly Hart, Community Development Director
Subject: A Resolution to adopt modifications to the Building Fees.

Date: May 8, 2024

I. INTRODUCTION

Industry best practices and State law are consistent in that fees should be set according to the estimated reasonable cost of service. These fees should also bear a fair and reasonable relationship to the payer’s burdens on, or benefits received from the activities and/or services provided by the city. Additionally, ongoing review and adjustment of fees provides multiple benefits, including:

1. Meeting fee-payer service level expectations by collecting fees to fund the existing level of services provided.
2. Keeping fee revenue to pay for the cost of services in pace with inflation.
3. Providing fee payers, staff, and the Council with a pattern of consistency that provides information for forecasting and decision-making purposes.

The City of Lebanon has not increased its building service fees since 2015. In evaluating neighboring cities and the County, the proposed fees are largely in line with Linn County’s fee structure and will be similar to the City of Sweet Home’s fee structure as they utilize the same building inspection contract service provider.

II. CURRENT REPORT

The proposed fees were recommended by NW Code Professionals who researched similar fees from comparable cities and considered actual costs of services to ensure fees covered staff time and materials. The proposed fees are intended to comply with applicable federal, state, and local laws. As part of the fee proposal, an annual technology and construction cost index adjustment is authorized to ensure the fees are increased each year to avoid the extended time period between fee adjustments.

III. RECOMMENDATION

Approve Resolution No. 2024-11 amending fees and charges for administration and enforcement of the building code program.

**RESOLUTION TO AMEND FEES AND CHARGES)
FOR ADMINISTRATION AND ENFORCEMENT OF)
THE BUILDING CODE PROGRAM**

RESOLUTION NO. 2024-11

WHEREAS, Oregon Revised Statutes (ORS) 455.210(3) allows the City to adopt fees necessary and reasonable to provide for the administration and enforcement of the building code program; and

WHEREAS, ORS 455.210(3) requires notice to be provided to the Building Codes Division of the proposed adoption of a new or increased fee; and

WHEREAS, the City Manager has caused a review of City Building fees and charges in order to recover all reasonable fees calculated to reimburse the City of the actual cost of administering and enforcing the building code program and recommends such adjustments to City Council; and

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

SECTION 1:

The following fees amendment attached hereto as EXHIBIT A and incorporated herein by the reference are adopted by the City and shall become effective upon its passage.

SECTION 2:

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

Passed by the Lebanon City Council and executed by the Mayor on this 8th day of May 2024 by a vote of ___ yeas and ___ nays.

CITY OF LEBANON, OREGON

Kenneth E. Jackola, Mayor
Michelle Steinhebel, Council President

ATTESTED:

Julie Fisher, CMC, City Recorder

EXHIBIT A

Item # 8.

| Type of Fee | Fee |
|--|--|
| PLAN REVIEW | |
| Additional Plan Review (required by changes, additions or revisions - all disciplines) | 90 \$130 per hour (min ¼ hour) |
| Deferred Submittal | 65% of the building permit fee calculated using the valuation of the deferred portion with a 100 \$275 min |
| Fire Life Safety Review (as required by ORS 479.155) | 40% of building permit fee |
| Mechanical | 25% of mechanical permit fee |
| Phased Project | 100 \$275 minimum for each phase plus 10% of the total project fee not to exceed \$1,500 per phase |
| Plumbing (required for complex structures as defined by OAR 918.780) | 40% of plumbing permit fee |
| Master Plan | 50% of calculated plan review fee |
| Structural | 65% of building permit fee |
| INSPECTIONS – All Disciplines | |
| Inspections outside of normal business hours | 90 \$130 per hour |
| Reinspection | 90 \$130 per each |
| Each Additional Inspection, above allowable | 90 \$130 per each |
| Investigation Fee | 90 \$130 per hour |
| Inspections for which no fee is specifically indicated | 90 \$130 per hour |
| OTHER FEES | |
| Appeal Fee | 75 \$150 |
| Demolition Fee | 50 Valuation Table (min \$200) |
| Permit Extension | \$50 |
| Manufactured Dwelling Placement Permit* | 305 \$400 |
| Manufactured Dwelling State Fee (rate defined by state) | \$30 |
| Manufactured Dwelling & RV Park Development | See Notes* |
| Permit Reinstatement Fee | \$100 |
| Solar Installation (prescriptive)* | 200 \$250 |
| Solar Installation (non-prescriptive)* | See Valuation Data Table (min \$250) |
| State Surcharge (structural, fire, mechanical, plumbing, solar fees) (rate defined by state) | 12% |
| VALUATION DATA TABLE (Per OAR 918-050-0100 permits use valuation as determined by ICC Valuation Table current as of April 1 of each year) | |
| Commercial Fire Suppression – Alarms/Sprinkler, Commercial Mechanical, Commercial Plumbing Medical Gas, Commercial Structural, Residential Structural & Solar Permit – Prescriptive Path System* | |
| \$1 to 500 \$2,000 | 50 \$95 (minimum fee) |
| 501 to \$2,000 | 50 for the first \$500, plus 1.50 \$1.50 for each additional \$100 or fraction thereof to and including \$2,000 |
| \$2,001 to \$25,000 | 72.50 \$95 for the first \$2,000, plus 8 \$12 for each additional \$1,000 or fraction thereof to and including \$25,000 |
| \$25,001 to \$50,000 | 256.50 \$371 for the first \$25,000, plus 7 \$10 for each additional \$1,000 or fraction thereof to and including \$50,000 |
| \$50,001 to \$100,000 | 431.50 \$621 for the first \$50,000, plus 5 \$6 for each additional \$1,000 or fraction thereof to and including \$100,000 |
| \$100,001 and up | 681.50 \$921 for the first \$100,000, plus 4 \$5 for each additional \$1,000 or fraction thereof |
| Structural permits required by the state building code for retaining walls, decks, fences, accessory structures, etc. use Valuation Data Table | |

EXHIBIT A

| | |
|---|--|
| RESIDENTIAL FIRE SPRINKLERS standalone System, fee includes plan review (See Plumbing Fee Section for Continuous Loop/Multipurpose System) | |
| 0 to 2,000 square feet | \$100 \$200 |
| 2,001 to 3,600 square feet | \$200 \$275 |
| 3,601 to 7,200 square feet | \$300 \$350 |
| 7,201 square feet and greater | \$400 \$425 |
| PLUMBING | |
| Minimum Plumbing Fee (commercial and residential) | \$60 \$95 |
| SITE UTILITIES – Water, Sanitary Sewer and Storm Drain Lines (commercial & residential) | |
| First 100' or fraction thereof | \$60 \$95 |
| Each Additional 100' or fraction thereof | \$35 \$75 |
| Site Utility Connections in Manufactured Dwelling Parks | \$95 |
| RESIDENTIAL - includes the first 100' of site utilities – water, sewer, storm (includes rain, footing and trench), hose bibs, icemakers, underfloor low-point drains, rain drain packages that include the piping, gutters, downspouts and perimeter system. Half bath counted as whole. | |
| One & Two Family – 1 bath and 1 kitchen | \$300 \$450 |
| One & Two Family – 2 bath and 1 kitchen | \$375 \$525 |
| One & Two Family – 3 bath and 1 kitchen | \$450 \$600 |
| Each additional bath > 3 and / or kitchen > 1 | \$70 \$100 |
| Each additional 100' or fraction thereof of site utilities (first 100 ft included in bathroom and/or kitchen fee) | \$35 \$75 |
| MISCELLANEOUS PLUMBING FEES (Commercial & Residential) | |
| Individual Fixtures (See Attachment A) | \$20 \$25 each |
| MEDICAL GAS PIPING | |
| \$1 to \$2,000 | \$150 (minimum fee) |
| \$2,001 to \$25,000 | \$150 for the first \$2,000, plus \$15 for each additional \$1,000 or fraction thereof to and including \$25,000 |
| \$25,001 to \$100,000 | \$495 for the first \$25,000, plus \$10 for each additional \$1,000 or fraction thereof to and including \$100,000 |
| \$100,001 and above | \$1,245 for the first \$100,000, plus \$7 for each additional \$1,000 or fraction thereof |
| MECHANICAL | |
| Minimum Mechanical Fee (commercial and residential) | \$60 \$95 |
| COMMERCIAL | |
| Fees based on valuation of mechanical system and installation | See Valuation Data Table |
| RESIDENTIAL | |
| Furnaces greater than 100000 BTU, Furnace up to 100000 BTU, Range Hood and Wood/Pellet Stove | \$20 \$50 each |
| Other Mechanical Appliances (See Attachment A) | \$20 \$25 each |

EXHIBIT A

Item # 8.

*Manufactured Dwelling & RV Park Development

The Area Development Permit fee to be calculated based on the valuations shown in Table 2 of OAR 918-600-0030 for Manufactured Dwelling/Mobile Home Parks and Table 2 of OAR 918-650-0030 for Recreational Park & Organizational Camp – and applying the valuation amount to Table 1 as referenced for each.

*Manufactured Dwelling Placement Permits

Includes concrete slab, runners or foundations that are prescriptive, electrical feeder and plumbing connections and all cross-over connections and up to 30 lineal feet of site utilities. Decks, other accessory structures, and foundations that are not prescriptive, utility connections beyond 30 lineal feet, new electrical services or additional branch circuits, and new plumbing – may require separate permits. All decks 30" above ground, carports, garages, porches, and patios are based on valuation and may also require separate permits. See Valuation Data Table for non-dwelling modular placements.

*Solar (prescriptive and non-prescriptive)

Includes the solar panels, racking, mounting elements, rails and cost of labor to install. Solar electrical equipment including collector panels and inverters shall be excluded from the Structural Permit valuation.

*Technology Fee

1% of all permit fees (does not include fire life safety, inspection, plan review, or state fees)

*Cost of Living Fee

All fees shall be automatically adjusted each July 1st, beginning July 1, 2025, based on the percentage change in the Construction Cost Index published the preceding June of each year.

EXHIBIT A**Attachment A**

| Individual Plumbing Fixtures | |
|--|---|
| Absorption valve | Repiping / retrofit water supply (per fixture) |
| Backflow preventer | Sink/basin/lavatory |
| Backwater valve | Stormwater retention/detention tank/facility |
| Catch basin or area drain | Swimming pool piping |
| Clothes washer | Trench drain |
| Dishwasher | Tub/shower/shower pan |
| Drinking fountain | Urinal |
| Ejectors/sump pump | Water closet |
| Expansion tank | Water heater |
| Fixture cap | Other – plumbing |
| Floor drain/floor sink/hub drain | Alternate potable water heating system |
| Garbage disposal | Interceptor/grease trap |
| Hose bib | Manholes |
| Ice maker | Roof drain (commercial) |
| Primer | |
| Other Mechanical Appliances | |
| Air conditioner | Heat Pump |
| Air handling unit of up to 10000 cfm | Hood served by mechanical exhaust, including ducts for hood |
| Air handling unit 10001 cfm and over | Hydronic hot water system |
| Appliance or piece of equipment regulated by code but not classified in other appliance categories | Installation or relocation domestic/type incinerator |
| Attic or crawl space fans | Mini split system |
| Chimney/liner/flue/vent | Oil tank/gas diesel generators |
| Clothes dryer exhaust | Pool or spa heater, kiln |
| Decorative gas fireplace | Repair, alteration, or addition to mechanical appliance including installation of controls |
| Ductwork only | Suspended heater, recessed wall heater, or floor mounted heater |
| Evaporative cooler other than portable | Ventilation fan connected to single duct |
| Floor furnace, including vent | Ventilation system not a portion of heating or air-conditioning system authorized by permit |
| Flue vent for water heater or gas fireplace | Water heater |
| Furnace/burner including duct work/vent/liner | Other fuel appliance |
| Gas Piping (each or 1-4 plus each additional outlet) | Other environment exhaust/ventilation |



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MEMORANDUM

Finance Department

To: Mayor Jackola and City Council

May 8, 2024

From: Brandon Neish, Finance Director

Subject: Contracting with Enterprise for City Vehicles

I. INTRODUCTION

The City of Lebanon has many vehicles in various departments, including Public Works, Engineering, and IT. Public Works has the largest fleet from construction assets to work trucks for all aspects of their operations. The Police Department has a fleet of approximately 18 vehicles with considerably different needs and capabilities than other departments.

The City has been working diligently to upgrade its fleet using available resources. However, since the pandemic in 2020, procuring new vehicles has been extraordinarily difficult and costly. An analysis completed recently in partnership with Enterprise shows the City has 26 light and medium-duty vehicles, 58% of which are more than ten years old. As the City's fleet continues to age, more resources are necessary to maintain and operate the vehicles. Additionally, safety features on existing vehicles are minimal. Of the 26 vehicles, all of the vehicles predate backup camera standardization and 11 predate anti-lock brake controls. Finally, fleet administration is labor intensive and costly often resulting in vehicles being utilized beyond their useful life and minimizes return on investment for the City.

II. CURRENT REPORT

To better manage its fleet and maximize resources, staff is proposing a partnership with Enterprise Fleet Management. Enterprise would handle the full administration of the City's fleet, collaborating with City staff to determine the most appropriate buying and selling points, enhancing returns on flipped vehicles. Each year, Enterprise would meet with City staff to review its current fleet and the potential resale value of the vehicles along with the costs associated with replacing those vehicles. The principal objective is to maximize return on investment while continuing to provide the necessary equipment for the departments to continue their operations and objectives.

One example of this program comes from the City of St. Helens. In 2019, St. Helens purchased a medium-duty Ram crew cab pickup for \$27,901. The truck was used for 48 months and sold in 2023 with 36k miles for \$26,500. This means over the four years, the cost of the truck to St. Helens was \$1,401 or \$26 per month (does not include fuel costs). Since this program operates under a lease

THE CITY THAT FRIENDLINESS BUILT

model, the sale proceeds are then used to pay off any remaining balance on the vehicle and excess funds are pumped into the next vehicle.

Another benefit using this program is the release of staff time used to locate, negotiate, procure, maintain, and eventually sell these vehicles. The Fleet Management program with Enterprise handles all steps from procuring/ordering the vehicle direct from automakers, outfitting the vehicles with City requested equipment (toolboxes, head racks, lights, etc.), licenses the vehicles with DMV and delivers them when ready. When the vehicle is due to be sold, Enterprise picks up the vehicle upon dropping off the replacement and sells the original vehicle, absolving City staff from investing staff time in costly auctions that require significant planning and action.

Under this agreement, the City would achieve the following:

- Shorten the current vehicle life cycle from 9.62 to 1.96 years.
- Provide a lower, sustainable fleet cost that is predictable year over year.
- Free up more than \$83k in capital from the surplus of up to 16 vehicles in the first year (fewer vehicles rotated in the beginning would reduce the purported capital infusion).
- Significantly reduce maintenance to an average monthly cost of \$32.60 vs. current \$150.
- Reduce the overall fuel spend through more fuel-efficient vehicles by an estimated 20%.
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.
- Recognize an estimated \$700k savings over 10 years in the program.

Currently, there are several cities and counties in Oregon that utilize this program. Nearby, Linn County and the City of Sweet Home use Enterprise for fleet management; other Oregon cities include the cities of Coos Bay, Hermiston, Newport, Stanton, Sandy, and St. Helens.

III. RECOMMENDATION

Staff recommends that the City Council approve the contract with Enterprise Fleet Management and authorize the Interim City Manager to sign the necessary agreements.

FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust (“Lessor”), and the lessee whose name and address is set forth on the signature page below (“Lessee”).

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a “Vehicle” and collectively, the “Vehicles”) described in the schedules from time to time delivered by Lessor to Lessee as set forth below (“Schedule(s)”) for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this “Agreement” shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, “Servicer”) may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement (“Term”) for each Vehicle begins on the date such Vehicle is delivered to Lessee (the “Delivery Date”) and, unless terminated earlier in accordance with the terms of this Agreement, continues for the “Lease Term” as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the “Total Monthly Rental Including Additional Services” on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as “Depreciation Reserve” on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the “Total Initial Charges” set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the “Service Charge Due at Lease Termination” set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78’s and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor’s right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The “Book Value” of a Vehicle means the sum of (i) the “Delivered Price” of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee’s breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the “Default Rate”).

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

| <u>State of Vehicle Registration</u> | <u>Coverage</u> |
|---|--|
| Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont | \$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible |
| Florida | \$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible |
| All Other States | \$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) |

- (ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the high insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____
Signature: _____
By: _____
Title: _____
Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____
By: _____
Title: _____
Address: _____

Date Signed: _____, _____

FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. FEES: EFM will charge the Company for the service under this Agreement \$_____ per month per Card.

9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____



JACKSON COUNTY

Roads

Roads and Parks Roads

Chad Helvey
Fleet Management Superintendent

200 Antelope Road
White City, OR 97503
Phone: 541 774-6223
Fax: 541 774-6296
HelveyCD@jacksoncounty.org

www.jacksoncounty.org

Whom it may concern,

I received an email yesterday from my contact at Enterprise, Ryan Harbick, asking if I wouldn't mind sharing our experience with Enterprise. It is my understanding that you would be working with Andrea Biddle and not Ryan, While I have not had the pleasure of working with Andrea, I'm sure she will be as great as Ryan and Bailey (whom we had before Ryan). I believe you will be in great hands.

We partnered with Enterprise in 2018 and I'll admit, in the beginning we were a bit unsure how the process would work given the fact we were pretty strong financially. The County did not see the need to lease vehicles when we had the budget to purchase them outright when needed. After initial conversations, Enterprise was able to share it wasn't just about purchasing versus leasing a vehicle but more about buying low and selling at the right time to gain equity and keep maintenance costs down. The quote that made the biggest impact on our director was, "We buy and sell a million vehicles a year. If we are wrong by one dollar on each vehicle we just lost a million dollars. We pride ourselves on tracking the market and knowing the value of vehicles".

We agreed to do a pilot program of 10 units, we chose 8 units that our County staff takes out of town for trainings and 2 of our managers pickups in Road maintenance. Our feeling was, if this didn't work at least we would have new cars for staff as they travel around the state, plus we wanted to see how a pickup would resale after it was used by maintenance crews. I was honestly amazed at the level of service they provided just to help us select the right units. When it came time for us to select our vehicles, they supplied us with reports of all the makes and models of vehicles in that class for comparison. They shared which models had the best resale value, the ones that had the best MPG and which units would hold their value the longest over the life of the lease. The opened our eyes to the old school way of thinking that the "American made white vehicle" was the way to go. They were able to demonstrate that was not always the best choice, and for the first time, the County introduced Nissan into their fleet.

Probably the biggest benefit of for us over the past 2 years with the vehicle market in shambles, is Enterprise's ability to locate vehicles when we could not order them through the State contract or purchase them through local dealers. We have had several departments add staff and not think about the budget impact of adding a 45K vehicles cost to their department. With the Enterprise model this allows the department to obtain a vehicle and only incur a monthly payment and not be required to come up with a large sum of money upfront.

Fast forward to 2023, we have leased 63 units from Enterprise to date and we currently have 36 Enterprise unit in operation. Our fleet is made up of various size pickups and SUV's and honestly, we couldn't be happier with our partnership with Enterprise. We have had over 20 units returned and sold, and as promised, we have made money on every unit except one. Our pickups on average are selling for \$8-12K more than we purchased them for and our SUV's consistently run around the \$4-6K mark. I know the market is in a different place right now and these gains may not be sustainable for every sell, but that is still a remarkable saving to our budget. Their ability to help us buy, sell and track units has been outstanding and I will share, as good as they are at that, they are even better at forecasting and sharing industry knowledge to help us stay ahead of the current vehicle situation.

If you have any further questions or I can help in anyway please do not hesitate to call me.

Sincerely,

Chad Helvey
Fleet Management Superintendent



925 S. Main Street
Lebanon, Oregon 97355
TEL: 541.258.4918

MEMORANDUM

Public Works

To: Mayor Jackola and City Council
From: Jason Williams, Public Works Director
Subject: Property Acquisition – 390 W Maple Street

Date: May 1, 2024

I. INTRODUCTION

The property at 390 W Maple Street - located at the southeast corner of 5th Street and Maple Street - 12S02W10DC00400 was offered to the city to purchase. The home on this property was damaged in a fire in March 2023 and has since been vacant. This is one of two properties remaining to complete the Lebanon Public Works Maintenance Shop compound.

II. RECOMMENDATION

This memo requests a City Council motion to approve the purchase of 390 W Maple Street and appoint Ron Whitlatch, Interim City Manager as an authorized signer on all real estate and financial documents related to 390 W Maple Street.

This document has been approved by the Lebanon City Council and signed on this 8th day of May 2024.

Kenneth E. Jackola, Mayor

Michelle Steinhebel, Council President

ATTESTED BY:

Julie Fisher, CMC, City Recorder



925 S. Main Street
Lebanon, Oregon 97355

TEL: 541.258.4900
www.lebanonoregon.gov

MEMORANDUM

Administration

To: Mayor Jackola and City Council
From: Ron Whitlatch, Interim City Manager
Subject: **Administration Update – March 2024**

Date: March 27, 2024

- Continuing to move forward with the possible relocation of the City Council Chambers to the Library Community Room. Staff gave City Council a brief update on the conceptual layout for the room at the April 24th Work Session. We will be getting pricing for a new dais and the needed IT improvements for the proposed meeting room.
- Preparing for FY 24/25 Budget process.
- A consultant has been selected to moderate the City Council 5-year Strategic Plan process. Staff will be meeting with the consultant soon to kick off the process.
- At the April 25th City Council Work Session, Staff presented several options for the City Council to consider in regard to new revenue streams. The Council consensus was to start with a fee on the Utility bill and look into an operation levy. Staff will present additional and refined information at the June 12th City Council Work Session.
- Staff engaged Sean Tate (Tate Public Affairs) to provide to help the City navigate legislative affairs and advocate for the City. The City intends to enter into a contract with Tate Public Affairs in the near future. More information will be presented at the City Council Meeting in May during the Manager Report in May.
- The City will be signing an IGA with Oregon Cascades West Council of Governments (OCWCOG for grant writing services. The City will be having OCWCOG write a grant for Parks Master Plan Funding (priority of the Parks, Trees, Trails Committee) and be looking for additional grants related to streets and wastewater on the City's behalf. The City is also participating in a regional (Linn County and multiple cities within the county) grant being authored by OCWCOG for a Safe Streets 4 All Planning Grant. If successful, this is the first step in being eligible for large implementation (construction) grants for street projects.
- Holding regular Department Director Meeting (every two weeks) to keep moving priorities forward.
- Continuing to participate in Linn County's Natural Hazards Mitigation Plan update being completed by Department of Land Conservation and Development. This plan includes updates to all cities located in Linn County and will be presented to City Council for approval in 2025.

- Continuing discussions with Lebanon Farmers Market to see about moving them to a different location for next year.



MEMORANDUM

City Recorder's Office

TO: Mayor Jackola and City Council
FROM: Julie Fisher, City Recorder
ITEM TITLE: Department Report

CURRENT REPORT: April 2024

- Compiled and Prepared the City Council Agenda and Packet
- Minutes: February Regular Meeting
- Maintained and sent out the Preliminary Agenda Table
- Resolutions: (4) 2024-05 Utility Rates, 2024-06 Private Sewer Lateral Program, 2024-07 Arbor Day, 2024-08 Recreational Immunity
- Ordinances: (1) Civil Trespass
- Press Releases: 12
- Public Meeting Notices: 16
- Documents added to ORMS:
- Public Records Request: 0
- Records Destruction Certification: 4
- Liquor Licenses Processed: 1
- Contact Us Submissions: 24
- Maintained the City's social media accounts and website updates
- Maintained the City boards/committee database, tracked terms, and archived minutes.
- Tracked all City agreements/contracts and sent out reminders about ones that are expiring
- Tracked and archived deeds, easements, and rights of way

Elections: At the 2024 General Election on November 5th, the positions for Mayor and three City Councilors will appear on the ballot.

| | | |
|----------------------------------|----------------------------------|-----------------------|
| Mayor | Currently held by Ken Jackola | Two-Year Term |
| City Councilor – Ward 1 | Currently held by Wayne Dykstra | Four-Year Term |
| City Councilor – Ward II | Currently held by Kim Ullfers | Four-Year Term |
| City Councilor – Ward III | Currently held by Jeremy Salvage | Four-Year Term |

Memo Attached with more elections information.



City Recorder's Office

925 S. Main Street
Lebanon, Oregon 97355

TEL: 541.258.4905
city.recorder@lebanonoregon.gov
www.lebanonoregon.gov

November 05, 2024 Primary Election

Dear Candidate,

Thank you for your interest in running for the Lebanon City Council. The City Recorder's office is the filing office for elections. At the 2024 General Election on November 5th, the positions for Mayor and three City Councilors will appear on the ballot.

Open City of Lebanon Positions

| | | |
|----------------------------------|----------------------------------|-----------------------|
| Mayor | Currently held by Ken Jackola | Two-Year Term |
| City Councilor – Ward 1 | Currently held by Wayne Dykstra | Four-Year Term |
| City Councilor – Ward II | Currently held by Kim Ullfers | Four-Year Term |
| City Councilor – Ward III | Currently held by Jeremy Salvage | Four-Year Term |

- All positions are non-partisan.
- Council positions are elected by Ward, while the mayor position is At-Large.
- All terms will begin January 2025, at the first meeting of the City Council.

Methods for Filing: Forms and manuals are available from the Secretary of State office at oregonvotes.org. Filing for the November 05 election will be from July 8, 2024, through July 31, 2024. Please submit forms early enough to allow time for verification, corrections and resubmission if needed. Lebanon candidates can either file by submitting a fee of \$25 or by petition.

File by Fee:

1. Fill out [SEL 101 Candidate Filing Nonpartisan](#);
2. As of January 1, 2024, a new law has taken effect that allows candidates to request a residence address exemption from the Secretary of State office. Select this option on the SEL 101 form. Fill out a separate [SEL 180 Residence Address Exemption Request](#) and file with the Secretary of State office to enact exemption;
3. Pay the filing fee of \$25.

File by Petition: To File by Petition a person must complete and submit the forms listed below and submit to the City Elections Officer.

1. Fill out [SEL 101 Candidate Filing Nonpartisan](#);
2. Complete [SEL 121 Candidate Signature Sheet Nonpartisan](#) (must be approved before circulating, Petition ID will be issued by filing officer.)
3. Submit at least 20 signatures with a completed [SEL 338 Petition Submission](#) to the City Recorder. Allow enough time (2-3 business days) for verification before the end of the filing period. It is suggested that the candidate obtain more than 20 signatures in case some of the signatures are deemed invalid.
4. Once submitted, the City Recorder will contact the Linn County Elections office for verification. Once candidates are confirmed, the City Recorder will prepare a certified list to the county for the ballot.

Qualifications and Residency Requirements: To qualify as a candidate for Mayor or City Councilor, you must be:

- A qualified elector under the laws and Constitution of the State of Oregon.
- A registered voter of the City of Lebanon, and
- A resident of the City of Lebanon, who has resided continuously in the city during the 6 months immediately preceding the election. See [Lebanon City Charter](#)

To withdraw your Candidacy: Turn in a completed [SEL 150](#) by August 30, 2024

Stipend: Councilors receive a stipend of \$225 per month. The mayor receives a stipend of \$1,000 per month. These stipends mean the positions are considered a lucrative office.

Limitation of Candidacy: Per ORS 249.013(1), a person may not be a candidate for more than one lucrative office to be filled at the same election.

Voter's pamphlet: Candidates who would like to be listed in the Linn County Voters pamphlet should contact the Linn County Elections Office. The City Recorders Office will publish an electronic voter's pamphlet. Last day to file a statement with the City Recorder is August 30, 2024.

Campaign Finance Reporting in Oregon: If receiving or spending over \$750.00, candidates must report electronically to the Secretary of State's Office. (The campaign finance manual and the ORESTAR user's manual are available online at www.oregonvotes.gov)

Signs: Election signs are considered temporary signs in Lebanon. LMC has complete details on temporary signs online at [Chapter 16.18 - SIGNAGE | Code of Ordinances | Lebanon, OR | Municode Library](#) or call the City Planning Counter at 541-258-4906 or email cdc@lebanonoregon.gov.

Contact: City Recorder, Julie Fisher, is the Elections Official for the City of Lebanon. Please contact Ms. Fisher at julie.fisher@lebanonoregon.gov for additional information.



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cdc@ci.lebanon.or.us
www.ci.lebanon.or.us

MEMORANDUM

Community Development

To: Mayor Jackola and City Council
From: Kelly Hart, Community Development Director
Subject: Community Development Department City Manager Report Updates

Date: April 25, 2024

February Report:

Planning:

- The April Planning Commission meeting included the following actions:
 - Approval of PD-24-01, S-24-02 for the platting and phased development of a 122-lot, 9-tract residential subdivision on a 26.62 acre property on the south side of Crowfoot Road, east of Hillview Drive.
 - Recommended approval of CPTA24-01 for the Transportation System Plan amendment to include a roundabout at the intersection of Weldwood Drive and Cascade Drive as a potential transportation improvement project. This action will allow the City to apply for grants to help fund the project.
 - Assigned two Planning Commissioners to the Housing Production Strategy Code Implementation Project Advisory Committee.
- In April, one land use application was approved administratively:
 - MLP-24-03 a land partition to divide a parcel on Wagon Wheel Drive and Cascade Drive into two parcels.
- Staff is currently processing 5 land use applications for 5 projects:
 - AR-24-02 for a proposed 14-unit apartment complex on Primrose Street (application is currently under staff review)
 - AR-24-03 for a proposed triplex on S 7th Street (application is currently under staff review)
 - MLP-24-04 for a proposed partition to divide a parcel into two lots on E Grant Street (application is currently under staff review)
 - A-24-01 for the annexation of the parcel 810 Kees Street (application is scheduled for public hearings in May and June)
 - Comprehensive Plan Text Amendment to incorporate a minor amendment to the adopted Transportation System Plan (application is scheduled for public hearing in May)
- State Capital Funding Requests: The City of Lebanon did not receive any direct funding for infrastructure as part of any of the funding bills in the last legislative session. To ensure the City has a greater opportunity for success in the future, the City is investing in consulting services to train staff and interested Councilors on how to effectively communicate with State and Federal legislators,

and to directly lobby on our behalf for funding and legislative priorities of the City. Tate Public Affairs will be under contract for a period of one year to assist in these efforts.

- **LDCD/DLCD Visit:** On April 25-26, the State Land Conservation and Development Commission and the Department of Land Conservation and Development visited Lebanon to hold their quarterly meeting. The visit included a tour of the City, hosted by Mayor Jackola, Interim City Manager Ron Whitlatch, and Community Development Director Kelly Hart. The tour included a drive around the north end of town to discuss the mixed use development of Western University of Health Sciences, Boulder Falls, the Event Center, ODVA, the apartments, and the Mill Race development. The tour continued Downtown with a stop at the MBVA building to discuss the rejuvenation of downtown business and the joint workspace concept, as well as a tour of Mayor Jackola's residential development project to discuss the growth of residential living in downtown. The last stop was a visit to Colonia Paz to tour the new affordable housing development.

The visit included a roundtable discussion with Mayor Jackola, Council President Steinhebel, Councilors Workman and Ullfers, Planning Commissioners Robertson and Breshears, Interim City Manager Whitlatch and Community Development Director Hart, along with other agency members from Benton County, Linn County, City of Albany, Community Services Consortium, Crossroads Communities, and LCDC and DLCD staff. The roundtable included a robust conversation on infrastructure, the State's land use planning system, wetlands, housing and homelessness, and how DLCD and the State could better support the City in its planning efforts.

- **Housing Production Strategy Implementation:** The City is finalizing the Project Advisory Committee to participate in the development of the Code Updates. MIG Consulting is completing code review and data analysis to prepare for the first PAC meeting anticipated to be at the end of June.
- **Community Development Block Grant (CDBG) Program:** Grant agreement documents are fully executed, and funding shall become available within the month.
- **Continuum of Care (CoC) and Multi-Agency Coordination (MAC) to address homelessness:** All agencies with funding allocation are currently ramping up their projects and expending funds. CSC continues the process of developing the regionwide CoC.
- **Rules Advisory Committee on Housing:** The Community Development Director continues to participate in the State's Rules Advisory Committee for Housing to develop the Oregon Administrative Rules associated with House Bill 2001 (2023) and House Bill 2889 (2023). This is a multiple-year appointment that will provide Lebanon a voice at the table in the development of reasonable housing standards for implementation at the rural level.
- **Lebanon Community School District Facilities Advisory Committee:** The Community Development Director continues to participate in the LCSD Facilities Advisory Committee responsible for updating the facilities master plan for the school district, to bring expertise in population growth projections and development projections to the group. The committee is anticipated to be an approximate year appointment.

Building:

- **Building Permit Fees:** The Building Division has not raised fees since 2015. As such, to address the increases in operating costs, and upcoming contract amendments with the City's Contract Building

Official, the Department will be proposing fee increases. These fee increases will be in line with a similar increase expected with the City of Sweet Home who utilizes the same Contract Building Official and will be similar to Linn County building permit fees. At the end of March, the proposed fees were submitted to the Oregon Building Codes Division for review. The fees will be presented to the City Council in May for consideration.

- The city processed 96 permits in March. Total fees received were \$66,942.59 and valuation of construction was \$5,321,316.40.
- By comparison, in March 2023, 87 permits were processed. Total fees received were \$74,269.54 and valuation of construction was \$6,772,056.52.
 - A current list of the larger construction sites include:
 - Riverside Banks Subdivision and Duplexes (Williams Street)
 - Seven Oaks Middle School Addition (Cascade Drive)
 - Panda Express (Airport/Hwy 20)
 - 8-lot subdivision – Cascade Estates (Seven Oaks Lane/Cascade Drive)
 - 19-lot subdivision (Walker & Wassom)
 - 26-lot subdivision – Franklin Grove Estates (Franklin and Russell Drive)
 - 450 Weldwood Drive – Self Storage (Weldwood and Cascade Drive)
 - Blackrock Apartments – 12 units (2nd Street and Airport Road)

Economic Development:

- Due to budget reductions, the Economic Development Catalyst position will not be filled. The Economic Development Division functions will be reduced based on capacity constraints, and the Community Development Director will work to identify alternative options to provide targeted economic development services without staffing.
 - Business visitation program: April business visitation was scheduled for Café Rock. Unfortunately, the business had a scheduling error and the visit had to be canceled. No other visits were scheduled for the month.
- Downtown Building Restoration Program: Three projects were awarded grants this cycle for the total grant allocation of \$50,000: Papa’s Building Façade Restoration (804 Main Street - \$25,000), Wells Fargo Building Façade Restoration (809 Main Street - \$20,000), Kuhn Signage Additions and Painting (668 Main Street - \$5,000). Projects are underway.
- Rural Economic Alliance (REAL): The REAL group met in April to discuss developing a regional business survey to identify business resource needs for each city and region. Work continues on grant implementation for the new round of the Rural Opportunity Initiative grant which will bring entrepreneurial support to the Lebanon community, as well as funding to the REAL group to implement the strategic plan.



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MEMORANDUM

Engineering Services

To: Mayor Jackola and City Council
From: Ron Whitlatch, Engineering Services Director
Subject: **Engineering Update – April 2024**

Date: April 26, 2024

CAPITAL IMPROVEMENTS

- As time allows, Engineering Staff continues to work on designs for additional small sewer replacement/rehab projects. These include:
 - East Ash (between Carlson and Creswell)
 - Fourth Street (between Maple and Grant)
 - Main extension along Division Way (this project will serve US Bank who is currently on a septic system). This project has been awarded to Armstrong & Associates Construction and is expected to begin in the next few weeks.
 - Udell Engineering is currently working on a design to extend sanitary sewer on Grove Street (between Carolina and Dodge).
 - Grove Street and Ash Street Sanitary Sewer Extension
 - Staff is continuing to receive applications for replacement of sanitary sewer laterals (through the Small Sewer Lateral Replacement Program).
- Kennedy Jenks Engineering (KJE) and City Staff are continuing to move forward on the development of the Wastewater Treatment Plant Master Plan. The process has slowed some over the last couple of months as we are waiting to see what our new NPDES Permit requirements from DEQ will be before finalizing the master plan. It is likely this process will take us through the summer months.
- Trails Update:
 - Design of the multi-use path along Airport Road (in conjunction with the Airport Road/Stoltz Hill Signal Project) from Seventh Street to Burkhart Creek will be completed with the signal drawings and incorporated into the overall project. This includes taking the existing overhead powerlines and converting them to underground.
 - The trail to connect the Old Mill Trail and the River Park Trail in the Gills Landing Parking lot will be advertised for bids in May. A recommendation to award will be requested at the June City Council Meeting. BLT is funding construction of the project.

- The City has received a Recreational Trails Grant to complete a segment of trail adjacent to River Park. Design is currently underway, and we anticipate construction this summer/fall.
- Emery & Sons Construction has completed sanitary sewer pipe installation on Crowfoot Road (from South Main to View Lane) and also the final phase of the project on South Main Road (Crowfoot to Joy). Beginning April 22nd, South main Road and Crow foot Road were closed to through traffic to complete the final surfacing. We anticipate that the roads will be open to traffic on May 3rd assuming that the weather cooperates. 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 | \$254,900.97 |
| Contractor Contingency | \$398,026.75 | City Contingency | \$692,179.00 |
| City Contingency | \$995,066.86 | Allowances Spent to Date | |
| Contractor Allowances | \$1,902,065.32 | Trench Foundation | \$107,733.78 |
| Total GMP Approved | \$21,324,830.88 | Dewatering | \$429,579.64 |

- The Seventh Street Reconstruction Project (Oak to 'F') is currently underway. Willamette Valley Excavation is currently installing sanitary sewer and replacing storm drainage along Seventh Street. A change order of \$35k was issued due to unforeseen ground conditions while making connection to the existing sanitary sewer manhole at Seventh and 'F' Streets. When this manhole and pipe were installed (many years ago) sand was used as backfill. This in turn required the contractor to place de-water wells and excavate the entire roadway curb to curb in order to be compliant with OSHA rules. The project is scheduled to be complete by the end of the year.
- Staff has received comments back from ODOT for a design approval of several sidewalk access ramps on Grant Street between Park and Second Street. We will be making several revisions in order to satisfy ODOT. Staff is actively designing the waterline replacement and street upgrades on Grant Street between Main Street and Fifth Street. A meeting with Union Pacific Railroad (UPRR) and Albany and Eastern Railroad was held on-site in December. Based on UPRR comments, it appears that the Rail Crossing on W. Grant will need improvements. Staff will be navigating what improvements and the costs associated with them in the coming months to determine overall financial impacts to the project. This new information will likely delay the project.
- As Staff is available, we are continuing the process to update the City's five year Capital Improvement Projects Plan. This effort will likely take several months (being done as Staff time allows) to complete. Staff will bring the completed document to the City Council for approval sometime in 2024.
- The City is preparing for a new Traffic Signal at the intersection of Airport Road and Stoltz Hill Road. This project will also extend waterline and sanitary sewer line on Stoltz Hill Road from Antioch Street to Airport Road, sidewalk and driveway installation, and likely a multi-use path along Airport Road. The Project Team (Kittelsohn Engineers, Udell Engineering, and City Staff) are moving forward with the final design for the project in anticipation of a summer bidding. Needed right-of-way acquisition for the project is nearly

complete, as we have been able to wrap up negotiations. It is likely that this project will take well over a year to construct as signal pole lead times are currently 6-9 months out.

- Kittelson Traffic Engineers has completed the design (30%) of a round-about at the Cascade Drive/Weldwood Intersection. They have prepared a Tech Memo for the City recommending an update to the current Transportation System Plan (TSP) with this project. Staff presented the update to the Planning Commission in April which was approved. In May, the final approval will be requested from City Council. The addition of this project of this project to the TSP will be beneficial in applying for future grants to complete the project.
- The Beaton Lane/Tennessee Road Rapid Flashing Beacon Project is 90% complete. One of the controllers for the RRFB was defective, and we are waiting on a new one for final completion. Build Lebanon Trails has also committed \$20,000 to this project in an effort to get it done.
- Udell Engineering is working on a conceptual master plan for the park which has been reviewed by the Parks, Trees, Trials Committee. The cost estimate for the initial conceptual design was substantially more than we have available in funding. Staff and Udell Engineering will come up with an alternate design with a much more paired down scope, with the focus being on accessibility improvements, backbone utilities, and hopefully a stage/event area. It is likely construction will take place of any improvements will be in 2025.
- Udell Engineering is under contract to provide Engineering Design services for a sanitary sewer line replacement on North Third Street. Staff is working with Udell to determine the best approach to replacing the line since it is located in the alley with very little maneuvering room. The existing line has multiple failures and a substantial amount of infiltration. Once design is complete, Staff will advertise the projects for bids, likely spring/summer of 2024.
- Udell Engineering is currently under contract to provide the Topographic Survey for design of Fifth Street (Tangent to Mary). Kittelson Engineering is also under contract to begin warrant analysis for a traffic signal at the intersection. This project will re-construct this portion of Fifth Street and likely add a traffic signal at the intersection of Fifth and Tangent (assuming it meets warrants and has ODOT approval). We anticipate starting design early in 2024.

ENVIRONMENTAL

- Staff has been actively working on our required TMDL update to DEQ. The update was submitted and has been approved by Oregon DEQ. As time allows, we will begin updating the City's Five-Year Matrix and submit it to DEQ for approval. In the coming months, there will also be a big push by DEQ to begin the water temperature requirements for each jurisdiction. The City will not know the impacts of this, if any until the new regulations have been issued. It is possible that the new regulations (which tie into the City's NPDES Permit Update) could require action at the Wastewater Plant in order to mitigate temperature. The TMDL will require more extensive water quality efforts

for storm drainage included in future projects and require testing of storm drainage outfalls as well as temperature controls in the near future. In conjunction with the TMDL requirements, Staff will be sending letters to commercial/industrial properties reminding them to have their private catch basins cleaned yearly to help eliminate pollutants from entering drainage ways.

DEVELOPMENT ENGINEERING

- Hickory Lake Apartments water main extension complete with new hydrants online.
- Franklin Grove Subdivision public improvements accepted. Site plans received for single family construction, home construction in process.
- Bate's Storage off Hansard Ave plans returned to engineer for revisions.
- Industrial Way storage plans returned to engineer for revisions.
- Fire Department received temp occupancy for office contractor completing final site items.
- Plans approved for Buckmaster Plumbing new storage building. Contractor working building addition. Fire hydrant extension complete and operational. Final street patch for water trench complete and sewer connection to be completed weather permitting.
- Kees Street extension under construction. Water main passed testing, final paving conference to be scheduled.
- Weldwood Dr storage fire hydrant extension and passed testing. Final street patch complete, contractor working onsite.
- Oak St sewer extension plans approved.
- Plans approved for new Panda Express Building corner of Airport and Hwy 20 contractor working on final site improvements.
- Plans on hold for new subdivision Madelyn Meadows between Walker & Wassom Street.
- Blackrock Apartments corner of Airport & S 2nd final street patch complete, contractor working on site improvements.
- Mill Race Station RV storage plans stamped approved for construction; public improvement permit issued contractor working onsite improvements.
- Sewer main extension along 12th Street north of Airport approved.
- Plans received and under review for Wagon Wheel ½ street, water main extension.
- Traffic review for Primrose / Airport intersection as part of a planning submittal.
- Harbor Freight site plan review complete public improvement permit issued for new water main extension.



MEMORANDUM

Finance Department

TO: Mayor Jackola and City Council
Ron Whitlatch, Interim City Manager

FROM: Brandon Neish, Finance Director

RE: Department Report – April 2024

- Accounts Payable
 - Payments made in April 2024; 269 checks were processed for payments of \$2,268,411.81.
- Payroll
 - Payroll was processed on April 12th and April 26th for all employees. In total, 131 employees were paid during the month of April.
 - The following adjustments have processed since January 1, 2024 for payroll errors:
 - January 2024:
 - W-2s were initially issued by ADP on January 10, 2024. Wages and taxes were correct, information in box 12 was not. Staff immediately engaged with the vendor and the issue stemmed from coding that was incorrectly applied within the vendor's system at implementation. Corrected W-2s were issued and staff was notified throughout the process. Adjustments which would normally be paid by the City will be covered by the vendor due to their mistakes.
 - A reprinted check was done for an employee with incorrect banking information entered.
 - 14 employees had the wrong FSA amounts withheld in January. The withholding amount was for the prior year. Employees were contacted and the corrections were made either on the next payroll or over the next three pay dates.
 - February 2024:
 - An employee identified that the 2 hour minimum for callback time did not calculate correctly (missed 1.4 hours of additional time at OT rate).
 - March 2024:
 - Time recorded for training days was miscoded during review as "no pay" days. For police employees, if there is a training day on a normally scheduled day off, they attend and take no pay for the day then are awarded an alternately scheduled day to take off as a "training day." The issue was identified by a shift supervisor and reported to Payroll. Checks were cut on the same day as pay day.
 - April 2024:
 - No adjustments recorded in April.

- Budget
 - The FY2025 budget process began December 21 with personnel estimates for the remainder of the fiscal year completed by Finance staff.
 - Departments began entering their estimates for 2024 expenditures December 26 and completed on January 19.
 - Departments completed their requested budgets on February 9 with subsequent review by the Interim City Manager and Finance Director completed the following week.
 - Interim City Manager and Finance Director met with each Director February 26 – March 1 to review their requested budgets.
 - The FY2025 Proposed Budget was released April 2nd for public consumption via the City's new platform in partnership with ClearGov.
 - The Budget Committee met on April 3rd to receive the FY2025 Proposed Budget and receive the Budget Message. Subsequent meetings were held on April 29th and 30th to review and discuss the budget.
 - The FY2025 budget was approved by the Committee with two (2) changes requested by staff for a council dais and funds to repay an interfund loan to be established in FY2024. The budget now moves to the City Council for review, another public hearing, and adoption on June 12, 2024.
- Audit
 - Staff completed the final field audit in November 2023 with a few items outstanding at time of auditors' departure.
 - Requested additional documentation was submitted by mid-December 2023.
 - Staff inquired with audit team in March regarding the status and availability to complete review.
 - Final drafts of financial statements were sent last full week of April for sign off, draft of annual financial report will follow.
- **Utility Billing:**
 - 6,268 billing statements (including electronics) were mailed April 26th for a total of \$1,038,330 in utility revenue.
 - 43 Owner Lien (past due) notification letters were mailed.
 - On April 11th, 339 phone calls went out to notify customers they have a past due balance.
 - There were a total of 71 lockouts in April.
 - There was a total of 291 service requests in April: 54 move ins, 71 lock-offs, 11 re-read meters, 64 reconnects, 28 move outs, 4 leak checks, 3 changed meters, 28 turn ons, 9 turn offs, 11 meter installations, no meter removals, 1 dead meter, no water quality checks, 1 pressure test, 1 emergency request, 2 meter tests, no meter locates and 3 miscellaneous requests.

Utility Billing Data

| | Apr-23 | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 |
|-----------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Active Accounts | 6,459 | 6,459 | 6,459 | 6,459 | 6,516 | 6,516 | 6,555 | 6,582 | 6,581 | 6,581 | 6,581 | 6,581 | 6,598 |
| Penalty Applied | 721 | N/A | 296 | 236 | 265 | 280 | 365 | 234 | 426 | 426 | 426 | 426 | 273 |
| Lock Offs | 68 | 83 | 71 | 74 | 0 | 100 | 73 | 114 | N/A | 107 | 77 | 135 | 71 |

Municipal Court Data

| | Apr-23 | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 |
|-----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Charges Filed | 100 | 94 | 129 | 102 | 137 | 166 | 109 | 180 | 102 | 241 | 95 | 132 | 158 |
| Show Cause Issued | 34 | 43 | 42 | 54 | 48 | 56 | 61 | 55 | 45 | 50 | 55 | 53 | 58 |
| Licenses Suspensions Issued | 30 | 22 | 23 | 20 | 38 | 32 | 30 | 20 | 47 | 39 | 51 | 38 | 38 |
| Warrants Issued | 180 | 154 | 144 | 160 | 231 | 203 | 150 | 169 | 141 | 174 | 202 | 164 | 108 |
| Charges Disposed | 168 | 115 | 80 | 137 | 141 | 123 | 121 | 92 | 170 | 163 | 196 | 117 | 122 |



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www.LebanonOregon.gov

Item # 12.

MEMORANDUM

Human Resources Department

To: *Ron Whitlatch, Interim City Manager* Date: *May 1, 2024*
From: *Angela Solesbee, HR Director*
Subject: *Department Update for City Manager Report*

- Recruitment:
 - Communications Specialist – Candidate in background.
 - Police Officer – 1 candidate in background.
 - LINX PT Dispatcher – Offer extended. Background in process.
 - LINX PT Driver – Employee hired 4/9

- Benefits:
 - Business as usual

- Classification and Compensation:
 - Business as usual

- Training and Development:
 - April Safety training – First Aid: Musculoskeletal Injuries
 - May Safety training – Hazard Communications

 - April All Employee training – Stop Workplace Harassment
 - May All Employee training – None

- Performance Management:
 - Assessing and testing the electronic performance evaluation tool on hold until after July of 2024 due to Teamster labor negotiations.
 - 33 evaluations are past due as of 4/30/2024
 - 3 in Finance (oldest is over 2 years past due)
 - 8 in City Manager’s Office (Director Evals)
 - 7 in Public Works (oldest is nearly 3 years past due)
 - 14 in Police Department (oldest is over 6 years past due – 6 employees)
 - 1 in SC/LINX (9 months past due)

- Other
 - Testing the functionality of electronic Personal Action (PA) forms. So far no major concerns or issues.
 - Created Manager resource page on ADP to house frequently used manager forms and reports.
 - Teamster union negotiations ongoing.
 - ADP Learning module on hold.
 - Document storage system on hold.



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INFORMATION TECHNOLOGY SERVICES – Brent Hurst, Director

IT

- The web site upgrade project continues in collaboration with the City Recorder and other departments.
- The budgeted SCADA upgrade project continues.
- Staff assisted with Zoom & YouTube Santiam Travel Station (STS) meetings for City Council, Parks, Trees, and Trails, and other staff meetings as requested.
- Worked on upgrading and migrating file server operating systems.
- Assist Public Works and Finance with monthly lock-off process.
- Progress continues with Lebanon Fire District on the Station 31 construction project.
- Configured and completed the installation of second internet connection for LFD Station 31.
- Continuing to receive estimates for potential City Council chambers move to the library.
- Worked on budget prep for budget committee for FY25.
- Weekly and monthly security and vulnerability patches were completed.
- Staff addressed multiple other routine break-fix issues, equipment replacements, and maintenance renewals for IT.

GIS

- Coordinated and completed Sweeper map request for Public Works.
- Continued OHA Lead & Copper Survey Project Coordination.
 - We received our first citizen response for this project.
- Continued web map updates with coordination of GIS and Community Development departments.
- Continued work on the Water Quality Dashboard to be incorporated into the new City web site project in 2024.
- Coordinated new address updates with Community Development and Linn County GIS.
- The monthly tax lot updates from Linn County were completed.

Summary

During the past month, IT and GIS closed over 250 tickets or work orders. This includes system generated tickets that needed analysis and resolution in addition to end user requests for help.



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MEMORANDUM

Lebanon Public Library

To: Mayor, City Council & Ron Whitlatch, Interim City
Manager

Date: May 1, 2024

From: Kendra Antila, Library Director

Subject: Manager's Report

- The library overnight sleepover for stuffed animals was a huge hit. 39 “stuffies” attended and we’re planning to make it an annual event.
- The Strawberry Festival Princesses will be special guests at Preschool Storytime on May 23rd.
- Staff are busy preparing for the 2024 Summer Reading Program. The Summer Reading Program is for all ages, families are encouraged to sign up together. Reading logs can be picked up beginning June 1st. The first event will be Rain or Shine Outdoor Storytime on June 18th.

THE CITY THAT FRIENDLINESS BUILT



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Item # 12.

MEMORANDUM

Police Department

To: City Council
From: Chief Frank Stevenson
Subject: April Monthly Report

Date: April 29, 2024

- For the month of April 2024, the Patrol Division had approximately 1,336 calls for service, made 84 arrests, issued 28 traffic citations, conducted 127 traffic stops and wrote 120 case reports.
- Mei Lei Wegner has accepted a full-time police officer position with our agency starting June 3rd. Mei Lei comes to us having previous employment through the DA's office, where she worked as a victim advocate.
- Both Recruit McKinney and Recruit Hobbs are progressing as they should through their field training portions, and both are expected to be released to solo status very soon.
- Officer Belknap has progressed past the field training portion, and is now working as a solo officer.
- Our Communication Specialist position remains open until filled. Four (4) candidates participated in panel and executive interviews on March 19th. A conditional offer was extended to and accepted by one candidate, who, unfortunately, did not ultimately pass the background-phase screening.
- We have extended a conditional offer of employment to a currently-certified officer. Once the applicant has passed the background, psychological and medical exams, he will be offered the full-time position, hopefully starting during the month of May.
- After six years of excellent service to the community, Officer Chance Snyder is resigning his position at Lebanon to begin his next chapter at Oregon State Police as a Trooper. He will be working out of their Springfield office.
- The Community Services Division remains active in the community with many different tasks, including the following: facilitated meetings between police and community outreach, assisted with Boys and Girls Club safety meeting, and coordinated the annual Walk-A-Mile event earlier this month that raised \$22,000 for child abuse awareness.

(continued from first page)

INTEGRITY, PROFESSIONALISM & TEAMWORK

Community Services staff members Albanese and Johnson, along with members of the Police Department, continue to conduct extra patrol within our parks system to assist in reduction of unwanted activities (ordinance violations, trespassing, guidance related to overnight camping). Staff continues to provide resources to members of the houseless community; we are pleased to report that one of the chronic houseless individuals that was assisted last month is now in subsequent treatment. Community Services staff also spent time last month involved with the Peer Court and Neighborhood Watch programs. Members also conducted several presentations this past month.

- The Detectives Division remains busy. This month, they were assigned six (6) new cases, reviewed forty-seven (47) DHS referrals, and were able to close three (3) cases.
- There were no use-of-force incidents to report during the past month.
- There were two pursuits this past month: (1) an officer attempted to contact a known, dangerous felon who was slumped over the steering wheel of a vehicle. The male suspect woke up, failed to comply with commands, and then fled in the vehicle. Officers pursued the suspect, but terminated the pursuit once the suspect drove the wrong way on a one-way street; the vehicle was later located unoccupied. At this time, the known suspect has not been located, but is actively being sought. (2) An officer attempted to stop a motorcycle, which led to a lengthy pursuit that ended southwest of Sweet Home. The suspect was later determined to be a prospect with a motorcycle club known as the Road Brothers, who had active outstanding warrants for his arrest for weapons possession. At the time of his arrest, the suspect was in possession of a firearm. He was ultimately charged with Attempt to Elude, Hit and Run Property Damage, Unlawful Possession of Firearm, and was suspended. One LPD patrol vehicle sustained minor passenger-side damage when the suspect ran his motorcycle directly at the patrol vehicle. Each pursuit was reviewed separately by a review board that included the Chief, Captain, Sergeant and Lieutenants, and each were found to be within policy.

Please do not hesitate to ask if you have any questions with regard to this summarization.



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MEMORANDUM

Public Works

Date: April 24, 2024

To: Mayor Jackola and City Council
From: Jason Williams, Public Works Director
Subject: City Manager's Report – May 2024

A. Collections (Sanitary-Storm):

- Mowing
 - Started mowing in collections system R.O.W.'s as ground conditions allowed.
- Manholes:
 - Completed repairs to the outside of a sanitary manhole on S. 2nd Street.
- Sewer Mains:
 - Responded to one report of a plugged sanitary sewer main.
 - Cleaned the main and found a large quantity of "flushable" wipes and roots.
 - Cleaned 2400-feet and video inspected 875-feet of sanitary sewer main line.
 - Raised buried manhole on abandoned Eastside interceptor and brought to grade.
 - Working to correctly abandon this section of pipe.
 - Flushed low flow, dead end sewer mains.
- Sewer Laterals:
 - Assisted 8 customers with sewer lateral issues.
 - Three public side only lateral replacements were found during other investigations and completed by the city collections crew.
 - This included properly abandoning an unused lateral with I&I.
 - Video inspected 1300-feet of sanitary sewer laterals.
 - Installed 4 cleanouts.
 - Conducted 2 sewer lateral replacement investigations.
 - 2 - entered program
 - 0 - not eligible or did not require replacement
 - 0 - working with customer to gather more information
 - Note: We were able to get all private laterals to at least a temporary working condition
- Storm:
 - Found and investigated unmapped storm lines.
 - Located buried storm manhole.
 - Cleaned 0 feet and video inspected 400 feet of storm line.
 - Completed spring well meter reads.
 - Assisted Water crew with several water leaks.
 - Provided vector work for Engineering on the 7th St. project.
 - Monthly equipment checks and maintenance completed.

- Checked River Park RV Dump Station holding tank, and operation of the pump.
- Checked Gill's Landing Pump Station and pump operation.
- Assist with water meter reads, water lock-offs and service orders.
- Started prep work for Strawberry Festival

B. General

- Republic Services hosted a Hazardous Waste Event at the Lebanon Maintenance Shop on April 6, 2024.
- A City surplus auction was held at the Lebanon Maintenance Shop on April 20, 2024.

C. Parks:

- Opened, closed, and cleaned parks restroom buildings daily.
- Mowing full time.
- Crews began applying casoron at schools and parks where applicable for vegetation management.
- All parks and trails system garbage's checked daily and emptied.
- The trail system is cleaned weekly of leaves and other debris.
- There has also been an increase in daily vandalism and trash pick-up which has increased the amount of time it takes crews to clean restrooms and complete trash pick-up.
- Repaired failing irrigation valves at River Park, Gills Landing, and Booth Park.
- Began installation of new signs at all parks and trailheads.
- Gills Landing
 - There were 65 RV park reservations for the month of April.
 - There were 8 shelter rentals for the month of April.

D. Streets:

- 18 – days were spent sweeping, includes one day sweeping Brownsville and one day sweeping Halsey.
- Installed and removed street banners for public events.
- Removed downtown winter welcome banners and replaced them with Lebanon High School graduation banners.
- Cleaned up fallen trees and limbs at Mark Slough Trail and Cheadle Lake Trail.
- Hauled bark dust for Community Park Events.
- Hauled crushed rock for shop projects.
- Sprayed trails, parks, and ROWs for vegetation management.
- Crews replaced street signs / posts that had been damaged, graffitied, or were faded.
- Installed (2) new 25 mph signs on Milton Street.
- Completed property cleanup at 12th and Airport Road and placed rock.
- Removed vandalized bus shelter from 5th and Mary Street.
- Responded to garbage clean-ups on roadway.
- Cleaned up shop grounds to prepare for equipment auction.
- Graded gravel roadways, alleys, and shoulders of roads and filled potholes throughout town.
- Mowed alleys and ROW's.
- Assisted water department with residential water leaks.

E. Wastewater Treatment Plant:

- The Lebanon WWTP is in full compliance with our NPDES permit for March 2024.
- Influent flow for the month of March averaged 6.9 MGD with a peak of 13.370 MGD and a total of 200.23 MG
- In March we continued hauling to our Sommers field for biosolids application, hauling 50.86 dry tons
- We installed one new 25hp replacement influent pump, waiting for 2 more large 85hp pumps.
- Steven L Haney started as Water/Wastewater Treatment Manager

F. Water:

- Meter reading was completed.
- Daily water service orders including leak checks, locates, taste and quality issues, water samples and other customer concerns continue.
 - Followed up on water concerns and completed sample testing requested by citizens.
- Prepared for main water line extension at 15th and W Vine Street.

G. Water Treatment Plant:

| Production | |
|---------------------------------------|----------|
| Monthly Water Use (Intake Flow Meter) | 65.15 MG |
| Finish Water Produced | 58.45 MG |
| Water Sent to Cheadle Lake | 00.00 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 |
| 0.47 | 1.46 | 1.08 | 0.008 | 0.019 | 0.013 |
| 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 |
| 7.21 | 8.39 | 7.69 | 0.00 | 0.00 | 0.00 |

- Steven L Haney started as Water/Wastewater Treatment Manager
- Installed a New CIP (clean in place) Flow Meter
- Implemented new OHA report forms for membrane plants.

X. LINX Transit and Senior Services – Kindra Oliver, Director

- To date, LINX has provided 52,863 rides and will end the year between 63,000-64,000 rides. Only a few years ago, our average ridership for ten years running was just over 20,000. Our team continues to help meet the growing transportation needs in our community.
- LINX is excited to welcome a new part-time dispatcher to the team! We are eager to have a full team to assist providing reliable, safe and efficient service to the community.
- In April, the Senior Center had some assistance from a local Boy Scout Troop to add some much-needed new topsoil to our raised bed gardens here at the Senior Center. It had been several years since the beds had any new topsoil. Thank you to our Maintenance Department for the topsoil! Gardeners are excitedly starting to plan and plant their spaces. All of our plots have been adopted for the year.
- All of the gardening classes and clubs have been well-attended. Our partnership with the Lebanon Garden Club to offer classes like flower arranging is bringing new interest to the Strawberry Festival Flower Show, with over 30 participants at their classes held at the Center. Local small farm and gardening winder, Sheryl Casteen, has also been seeing large crowds at her weekly Saturday food gardening classes. She has had an average of 45 students turn out for her to help expand their green thumb potential. Our Therapeutic Gardening class held one Saturday each month has a smaller following, but committed group.
- Volunteer Appreciation Week is an annual celebration at the Senior Center. We are so grateful for all the additional skills and interests that community members offer. Their commitment to seniors in the community help us provide warm and welcoming hosts to various game and hobby groups. Volunteers range in age from their 20's to 90's. To show our appreciation, we hosted a luncheon and awarded two volunteers with Volunteer of the Year awards. One of the volunteers awarded has been volunteering for decades and one is new this past year, both helping out with numerous groups and projects.
- We held a Spring Tea for 42 seniors, in April. They had a lovely afternoon of tea, refreshments, and beautiful readings from some Friends of the Library volunteers. Seniors were transported to earlier times when the sharing of oral stories connected people, sharing history, culture and community.
- Our sticker contest inspired several seniors to learn how to use an iPad and the Procreate application throughout the month of April. We had lots of submissions for our sticker contest. Our winning sticker is currently being printed and will arrive at the Center at the beginning of May. We can't wait to share them.
- Staff are gearing up to celebrate Older Americans Month in May. The theme is "Powered by Connection." We have live music and a dessert social happening on May 14th. We also have activities on tap to celebrate Senior Health & Fitness Day on May 29th. Of course, we celebrate our older community members every day at the Senior Center!
- We have lots of programming planned for May. More details can be found in our monthly newsletter, which is posted on the City website and on the Lebanon Senior Center Facebook page.



EXECUTIVE SESSION ANNOUNCEMENT

April 24, 2024

Meeting Information

Executive Sessions are closed to the public. There will be no live-stream of this meeting.

Executive Session Announcement

The Lebanon City Council will now meet in 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.

Official representation of the news media and designated staff shall be allowed to attend the Executive Session. All other members of the audience are asked to remain outside the room during the Executive Session. Representatives of the news media are specifically directed not to report on any of the discussions during Executive Session, except to state the general subject of the session as previously announced.

No formal actions may be taken in Executive Session. Formal actions to be taken, if any, as a result of the Executive Session will be conducted during the Council's regular session.