LEBANON CITY COUNCIL SPECIAL MEETING AGENDA

June 24, 2026 at 12:00 PM

Library Community Meeting Room
55 Academy Street, Lebanon, Oregon

MISSION STATEMENT

We provide services that foster a resilient, safe, and growing community, strengthened by our community connections

Mayor: Kenneth Jackola

Council President Michelle Steinhebel | Councilor Dominic Conti | Councilor Marcellus Angellford

Councilor Jeremy Salvage | Councilor David McClain | Councilor Dave Workman

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 – June 24, 2026
2. ***BOARD MINUTES:*** *Library Advisory Board Minutes, April 14, 2026*
3. ***COUNCIL MINUTES:*** *City Council Work Session and Regular Meeting June 10, 2026*

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 June 23, 2026****. The City Recorder will distribute comments to the Mayor and Council prior to the meeting.*

REGULAR SESSION

4. Resolution No. 13 for 2026 – A Resolution Authorizing a Transfer of Appropriations for the City of Lebanon 2025-2026 Budget
5. Resolution No. 14 for 2026 - A Resolution Authorizing a Supplemental Budget for the City of Lebanon
6. Temporarily adjourn as the Lebanon City Council and convene as the Urban Renewal Agency

Resolution No. 15 for 2026 - A Resolution Authorizing a Transfer of Appropriations for the Lebanon Urban Renewal Agency 2025-2026 Budget

Adjourn as the Urban Renewal Agency and reconvene as the Lebanon City Council

7. Library Expansion Community Development Block Grant Application - Matching Funds
8. Enterprise Resource Planning (ERP) System Replacement
9. Information Only - Mayor and Council Candidate Filing Period - July 1 - July 31, 2026

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): Regular City Council meeting July 8, 2026 at 6:00 PM

ADJOURNMENT

INSTRUCTIONS FOR TESTIFYING ON AGENDA AND NON-AGENDA ITEMS:

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Minutes
Lebanon Public Library
Advisory Group Meeting
April 14, 2026

The meeting was called to order at 4:30

Present: Kendra Antila (Director), Russ Fish, Jessica Hayward, Kristine Hunt, Vandy Roadifer (Friends Representative), Dustin Herb, Jennifer Moody, Lindsay Raybould

Minutes of the February meeting were approved as presented.

Library Director's Report: Kendra shared monthly statistics for February and March as well as year-to-date. Regarding the capital campaign, she notified the group that we have contracted with a company to complete environmental crosscutters, secured a consultant for grant preparation and oversight, and are in the final stages of design review with the architects. We have applied for a grant through Trust Management Services and if it is awarded, we plan to update some worn soft seating for the public. Planning for the Summer Reading Program is complete, and flyers and posters will be posted soon. The library's budget request for next FY is complete, with slight increases for new public computers.

Friends of the Library Report: The Friends have raised $28,453.74 since July 1st. They've contributed a total of $10,100 to the library for programming and materials this year. Their next book sale is Saturday, April 18th, 9am – 3pm. The President also presented a draft Memorandum of Understanding between the Library and Friends, and the group suggested some edits with the understanding that the document will also be reviewed by the Friends. The goal is to have the MOU completed and signed by the end of June.

New Business: None

Unfinished Business: None

Public Comments: None

Announcements: None

The meeting was adjourned at 5:24 p.m. The next meeting will be June 9th at 4:30pm.

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 Kendra Antila at (541) 258-4232.

LEBANON CITY COUNCIL WORK SESSION AND REGULAR MEETING MINUTES

June 10, 2026 at 5:15 PM

Library Community Meeting Room
55 Academy Street, Lebanon, Oregon

MISSION STATEMENT

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Mayor: Kenneth Jackola

Council President Michelle Steinhebel | Councilor Dominic Conti | Councilor Marcellus Angellford

Councilor Jeremy Salvage | Councilor David McClain | Councilor Dave Workman

5:15 PM – CITY COUNCIL WORK SESSION

DISCUSSION ITEMS: *Enterprise Resource Planning System Change*

Finance Director Brandon Neish presented an overview of the City's evaluation of a new Enterprise Resource Planning (ERP) system to replace and consolidate several existing software platforms. He explained that the City currently relies on multiple disconnected systems for financial management, budgeting, utility billing, permitting, payroll, asset management, and other functions, resulting in manual data transfers, duplicate data entry, inefficiencies, and increased staff time. He also noted concerns regarding the City's current financial software, Springbrook, including limited system updates, integration challenges, declining customer support, and uncertainty regarding the company's long-term direction.

Neish stated that staff reviewed seven ERP software options and conducted extensive demonstrations before narrowing the list to four finalists. An ERP Build Team, consisting of representatives from multiple departments across the organization, evaluated the remaining options and ultimately recommended OpenGov and one other finalist for further consideration. Following additional demonstrations involving department directors, both the ERP Build Team and management team unanimously recommended OpenGov as the preferred vendor.

Neish explained that OpenGov would provide a single, integrated platform for financial management, budgeting, utility billing, permitting, licensing, and enterprise asset management. He stated that the system would improve operational efficiency by reducing manual processes, creating a single source of data across departments, enhancing reporting capabilities, strengthening financial controls, and providing real-time access to information. Additional benefits would include improved customer service through enhanced utility billing and permitting portals, greater transparency for residents, improved cybersecurity protections, and the ability to expand the system in the future as organizational needs evolve.

The proposed agreement with OpenGov would span seven years at a cost of approximately $1.8 million, plus one-time implementation costs estimated at $388,000. Neish reviewed the annual costs associated with each module and explained that some of the increased expenses would be offset by replacing several existing software systems. He highlighted improvements that would benefit utility customers, including expanded online payment options, flexible automatic payment scheduling, electronic notifications by text or email, and enhanced account security. He also discussed improvements to permit processes and asset management functions, including integration with the City's GIS system and enhanced maintenance tracking capabilities.

Neish reported that staff conducted reference checks with four organizations currently using OpenGov. All references spoke positively about the system, citing strong customer support, operational efficiencies, continuous product improvement, and enhanced cybersecurity protections. Each organization indicated they would select OpenGov again if given the opportunity.

Council members asked questions regarding implementation, security, customer access, payroll integration, asset management capabilities, cost comparisons, and anticipated efficiencies. Neish explained that payroll and human resources functions would remain with the City's current provider, ADP, for the foreseeable future, as staff preferred to focus on the ERP implementation before considering additional system changes. He stated that implementation is expected to begin in July if approved by the Council and could take approximately 12 months to complete. Neish noted that OpenGov representatives would attend the June 24 Council meeting, where the proposed contract would be presented for formal consideration. No Council action was taken during the work session.

6:00 PM – CITY COUNCIL REGULAR SESSION

CALL TO ORDER / FLAG SALUTE

The meeting was Called to Order at 6:05 PM

ROLL CALL

PRESENT
Councilor - Ward 1 Dominic Conti
Councilor - Ward 1 Marcellus Angellford
Councilor - Ward 2 David McClain
Councilor - Ward 2 Dave Workman
Council President - Ward 3 Michelle Steinhebel

ABSENT
Mayor Kenneth Jackola
Councilor - Ward 3 Jeremy Salvage

STAFF
City Manager Ron Whitlatch
City Attorney Tre' Kennedy
Finance Director Brandon Neish
Chief of Police Frank Stevenson
City Recorder Julie Fisher
Development Director Shana Olson

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 made to approve the Consent Calendar by Councilor - Ward 2 Workman, Seconded by Councilor - Ward 2 McClain.
Voting Yea: Councilor - Ward 1 Conti, Councilor - Ward 1 Angellford, Councilor - Ward 2 McClain, Councilor - Ward 2 Workman

1. ***AGENDA:*** Lebanon City Council Agenda – June 10, 2026
2. ***APPOINTMENTS:*** *Planning Commission: Darla Bulmer Alternate, Don Robertson Re-Appointment*

3. ***COUNCIL MINUTES:*** *2026-05-13 City Council Work Session and Regular Meeting*
4. ***IRREVOCABLE PETITIONS:*** *69,71, & 73 Park Street; 2645 Birch Street*
5. ***LIQUOR LICENSE:*** *Kahn Development LLC*
6. **LEBANON MUSEUM REQUEST:** *Project 150 Sesquicentennial Celebration Coordination Request*

PRESENTATION / RECOGNITION

PUBLIC COMMENTS

Melody Wallace, a Ward 3 resident, expressed concerns regarding the use of the small dog area at the dog park. She stated that some visitors have been bringing large dogs into the small dog enclosure, causing owners of smaller dogs to leave the area because they do not feel comfortable remaining there. Wallace requested that the City consider adding signage to clearly define the small dog area by weight, suggesting a limit of 25 pounds or less, in order to better distinguish between the large and small dog sections and reduce conflicts among park users.

Wallace also thanked Public Works Supervisor Jason Rush for his efforts to address a weed issue in the small dog area, noting that prickly weeds had become a concern. She expressed appreciation for the overall quality of the park, commenting that it is well used by residents and youth sports participants and serves as a valuable community asset.

Jerry Prebe raised concerns regarding requirements and costs associated with placing a shipping container on his property. He questioned the necessity of permit requirements, anchoring standards, and related fees, stating that the requirements seemed excessive compared to similar containers he had observed elsewhere in the community. He also expressed concerns regarding code enforcement consistency and the cost of maintaining off-site storage.

City Manager Ron Whitlatch responded that the requirements are based on applicable state building and fire codes and offered to have staff review the matter with Mr. Prebe. Whitlatch invited him to visit City Hall to discuss the requirements in greater detail and assured him that staff would help clarify the applicable regulations and fees. Council requested that staff also provide information regarding the relevant code requirements for future reference.

City Recorder Julie Fisher read a written comment submitted by H. Joy West into the record. West expressed concerns regarding the City's policy of holding property owners responsible for unpaid utility bills incurred by tenants. She stated that she was unaware of the policy when she purchased her property and did not recall agreeing to assume responsibility for a tenant's unpaid utility charges. West argued that it should be the City's responsibility to collect delinquent utility accounts rather than placing that obligation on property owners, particularly when owners are not notified of unpaid balances until a property transaction occurs. She requested that the Council revisit the policy, review how frequently property owners have been charged for tenants' unpaid utility bills since the policy was adopted and consider whether the practice remains appropriate. West stated that she pays the taxes and insurance associated with her property but does not believe she should be responsible for utility debts incurred by others. The written comment was received and included in the meeting record

PUBLIC HEARING(S)

7. Resolution No. 7 for 2026- A Resolution Certifying its Eligibility and Declaring the City of Lebanon's Election to Receive State Revenues

   The public hearing was opened at 6:24 PM.

   Finance Director Brandon Neish presented the staff report. He explained that Oregon law requires cities to annually certify that they provide at least four qualifying municipal services in order to receive state shared revenues. Neish reported that the City currently provides six qualifying services: police services, water utility service, sanitary sewers, storm sewers, street construction, maintenance and lighting, and planning, zoning, and subdivision control. He stated that the City has budgeted approximately $330,589 in state shared revenues for FY 2026-27.

The floor was opened for public comment. No testimony was received.

The public hearing was closed at 6:26 PM.

There was no Council discussion.

City Attorney Tre' Kennedy read the title of Resolution No. 2026-07, a resolution certifying eligibility and declaring the City of Lebanon's election to receive state revenues.

Upon a motion and second, the Council voted unanimously to approve the resolution.

Motion made by Councilor - Ward 2 McClain, Seconded by Councilor - Ward 1 Angellford.
Voting Yea: Councilor - Ward 1 Conti, Councilor - Ward 1 Angellford, Councilor - Ward 2 McClain, Councilor - Ward 2 Workman

8. Resolution No. 8 for 2026 - A Resolution Certifying the City Complies with Sections of ORS 475C Related to Marijuana Sales Inside City Limits

The public hearing was opened at 6:26 PM.

Finance Director Brandon Neish presented the staff report. He explained that the resolution certifies the City's compliance with state requirements allowing licensed marijuana production, wholesale, and retail sales within the city limits. He noted that the certification is required in order for the City to continue receiving marijuana tax revenues, including distributions from the State. Neish reported that the City receives approximately $105,000 to $106,000 annually from marijuana-related revenues.

The floor was opened for public comment. No testimony was received.

The public hearing was closed at 6:28 PM.

There was no Council discussion.

City Attorney Tre' Kennedy read the title of Resolution No. 2026-08, a resolution certifying compliance with ORS 475C related to marijuana sales inside city limits.

Upon a motion and second, the Council voted unanimously to approve the resolution.

Motion made by Councilor - Ward 2 McClain, Seconded by Councilor - Ward 1 Conti.
Voting Yea: Councilor - Ward 1 Conti, Councilor - Ward 1 Angellford, Councilor - Ward 2 McClain, Councilor - Ward 2 Workman

9. Resolution No. 9 for 2026 - A Resolution Adopting the City of Lebanon's Budget and Making Appropriations for Fiscal Year 2026-2027

The public hearing was opened at 6:28 PM.

Finance Director Brandon Neish presented the staff report. He reviewed the budget process required under Oregon law, including the appointment of the Budget Committee, presentation of the proposed budget by the Budget Officer, and Budget Committee approval of the budget. Neish reported that the Budget Committee approved a total budget of $94,684,265 and recommended adoption by the City Council. He explained that Resolution No. 2026-09 would appropriate $94,654,962 for Fiscal Year 2026-27. Neish noted that the significant increase over prior years was primarily attributable to approximately $30 million budgeted for wastewater treatment plant capital construction projects.

The floor was opened for public comment. No testimony was received.

The public hearing was closed at 6:30 PM.

There was no Council discussion.

City Attorney Tre' Kennedy read the title of Resolution No. 2026-09, a resolution adopting the City of Lebanon budget and making appropriations for Fiscal Year 2026-27.

Upon a motion and second, the Council voted unanimously to approve the resolution.

Motion made by Councilor - Ward 2 Workman, Seconded by Councilor - Ward 1 Angellford.
Voting Yea: Councilor - Ward 1 Conti, Councilor - Ward 1 Angellford, Councilor - Ward 2 McClain, Councilor - Ward 2 Workman

10. Resolution No. 10 for 2026 - A Resolution Levying Taxes for the City of Lebanon's Budget for Fiscal Year 2026-2027

The public hearing was opened at 6:33 PM.

Finance Director Brandon Neish presented the staff report. He explained that the resolution levies the City's permanent property tax rate of $5.1364 per $1,000 of assessed value and includes the amount necessary to pay the final year of debt service on the general obligation bonds that financed the Justice Center and City Hall. Neish also reviewed the delinquent sewer and storm drainage assessments that would be submitted to Linn County for collection through the property tax process. He reported that the delinquent assessments totaled approximately $48,300 for sewer charges and $12,700 for storm drainage charges.

The floor was opened for public comment. No testimony was received.

The public hearing was closed at 6:37 PM.

Council members asked clarifying questions regarding delinquent utility assessments and the collection process for sewer and storm drainage charges.

City Attorney Tre' Kennedy read the title of Resolution No. 2026-10, a resolution levying taxes for the City of Lebanon budget for Fiscal Year 2026-27.

Upon a motion and second, the Council voted unanimously to approve the resolution.

Motion made by Councilor - Ward 1 Conti, Seconded by Councilor - Ward 1 Angellford.
Voting Yea: Councilor - Ward 1 Conti, Councilor - Ward 1 Angellford, Councilor - Ward 2 McClain, Councilor - Ward 2 Workman

11. Adjourn as the City of Lebanon Budget Committee and Convene as the Urban Renewal Agency Budget Committee

Resolution No. 11 for 2026 - A Resolution Adopting the Lebanon Urban Renewal Agency's Budget and Making Appropriations for Fiscal Year 2026-2027

The public hearing was opened at 6:38 PM.

Finance Director Brandon Neish presented the staff report. He explained that the Lebanon Urban Renewal Agency is required to follow the same local budget laws as the City. Neish stated that the Agency Manager presented the proposed budget on April 16, 2026, and that an opportunity for public comment was provided during the May 18, 2026 Budget Committee meeting. Following its review, the Urban Renewal Agency Budget Committee approved a budget totaling $8,582,633 and recommended that the Agency Board adopt the budget for Fiscal Year 2026-27.

The floor was opened for public comment. No testimony was received.

The public hearing was closed at 6:39 PM.

There was no Agency Board discussion.

City Attorney Tre' Kennedy read the title of Resolution No. 2026-11, a resolution adopting the Lebanon Urban Renewal Agency budget and making appropriations for Fiscal Year 2026-27.

Upon a motion and second, the Agency Board voted unanimously to approve the resolution.

Motion made by Councilor - Ward 2 Workman, Seconded by Councilor - Ward 1 Angellford.
Voting Yea: Councilor - Ward 1 Conti, Councilor - Ward 1 Angellford, Councilor - Ward 2 McClain, Councilor - Ward 2 Workman

12. Resolution No. 12 for 2026 - A Resolution Levying Taxes for the Lebanon Urban Renewal Agency's Budget for Fiscal Year 2026-2027

Adjourn as the Urban Renewal Agency Budget Committee and Reconvene as the City of Lebanon Budget Committee

The public hearing was opened at 6:40 PM.

Finance Director Brandon Neish presented the staff report. He explained that urban renewal tax revenues are generated through tax increment financing, whereby increases in assessed property values within urban renewal districts are allocated to the districts to fund infrastructure improvements and development projects. Neish stated that the resolution would authorize the maximum tax increment revenues available to the Agency's urban renewal districts. He noted that the Northwest Lebanon Urban Renewal District tax increment value had decreased significantly as the district nears completion and the Agency continues efforts to retire its remaining debt obligations and ultimately dissolve the district.

The floor was opened for public comment. No testimony was received.

The public hearing was closed at 6:42 PM.

There was no Agency Board discussion.

City Attorney Tre' Kennedy read the title of Resolution No. 2026-12, a resolution levying taxes for the Lebanon Urban Renewal Agency Budget for Fiscal Year 2026-27.

Upon a motion and second, the Agency Board voted unanimously to approve the resolution.

Motion made by Councilor - Ward 1 Angellford, Seconded by Councilor - Ward 1 Conti.
Voting Yea: Councilor - Ward 1 Conti, Councilor - Ward 1 Angellford, Councilor - Ward 2 McClain, Councilor - Ward 2 Workman

REGULAR SESSION

13. Approval - Proposed Local Option Levy Informational Page

City Recorder Julie Fisher presented a request for Council approval of the proposed municipal jail informational flyer and authorization for staff to continue developing related informational content for the City's website. Fisher explained that during the May 13, 2026 work session, the Council reviewed two flyer drafts and directed staff to create a simplified one-page flyer that included a QR code directing residents to the City's website for additional information. Staff revised the flyer accordingly and began developing supporting website content.

To ensure compliance with Oregon election laws regarding the use of public resources, Fisher reported that the proposed flyer was submitted to the Oregon Secretary of State Elections Division for review. The Elections Division provided suggested revisions, which staff incorporated into the final version presented to the Council. Fisher noted that the Elections Division subsequently granted the flyer a "safe harbor" approval, meaning that any complaint challenging the flyer's language would be dismissed because it had already been reviewed and approved by the Secretary of State. She also advised that the website content had not yet been submitted for review but would be provided to the Elections Division prior to publication. Fisher requested Council approval of the flyer and authorization for staff to continue developing the website content. Council members expressed appreciation for staff obtaining the Secretary of State's review and emphasized the importance of ensuring compliance with all applicable election laws.

Motion made by Councilor - Ward 2 Workman, Seconded by Councilor - Ward 2 McClain.
Voting Yea: Councilor - Ward 1 Conti, Councilor - Ward 1 Angellford, Councilor - Ward 2 McClain, Councilor - Ward 2 Workman

14. Approval to Award Project - Grant and Sherman

City Manager Ron Whitlatch presented a request to award the Grant Street and Sherman Street Utility Reconstruction Project. Whitlatch reported that the City received nine bids for the project and the low bid from MBG Construction of Philomath, Oregon, was significantly below the engineer's estimate of approximately $3.1 million. He explained that the project includes extensive street reconstruction, sidewalk accessibility improvements, curb and gutter replacement, drainage improvements, and water line upgrades along Grant Street and Sherman Street.

Whitlatch stated that construction would be completed in phases to minimize disruption to downtown traffic and businesses. Only one block of Grant Street would be closed at a time, and work on Sherman Street would not occur simultaneously with the Grant Street closures. He noted that although staff had initially hoped to complete the project during the current construction season, weather conditions would likely extend the project into the spring of 2027, with completion anticipated around May or June.

Council members asked questions regarding the scope of the street reconstruction and project schedule. Whitlatch confirmed that the streets would receive full reconstruction and paving rather than patchwork repairs. Following discussion, the Council approved awarding the contract, including the Sherman Street additive alternate, to MBG Construction in the amount of $2,836,147.06.

Motion made by Councilor - Ward 1 Conti, Seconded by Councilor - Ward 2 Workman.
Voting Yea: Councilor - Ward 1 Conti, Councilor - Ward 1 Angellford, Councilor - Ward 2 McClain, Councilor - Ward 2 Workman

15. Department Report

City Manager Ron Whitlatch reported that staff had recently learned that funding available through the Community Development Block Grant (CDBG) program would be substantially less than previously anticipated, which could affect the City's proposed library expansion project. He explained that the estimated project cost is approximately $1.6 to $1.7 million and discussed the possibility of using proceeds from the sale of the Santiam Travel Station property, approximately $514,000, as matching funds for the grant application. Whitlatch noted that providing a local match could improve the City's competitiveness for grant funding, although it was uncertain whether the project would receive sufficient funding to move forward.

Council members discussed the proposal and expressed interest in further considering the use of the sale proceeds as a grant match. Questions were raised regarding the likelihood of receiving grant funding, alternative uses for the funds, and the overall project timeline. Following discussion, Council directed staff to return at a future meeting with additional information before a decision is made regarding the use of the Santiam Travel Station proceeds.

Whitlatch also informed the Council that he would be out of the office the following week and that Finance Director Brandon Neish would serve as Acting City Manager during his absence. He concluded by reminding Council members of the June 24, 2026 Council meeting scheduled for noon.

ITEMS FROM COUNCIL

Finance Director Brandon Neish clarified the City's process for collecting unpaid utility charges. He explained that water service can be discontinued for nonpayment, but sewer and storm drainage charges cannot, so those charges may be collected through a lien or county collection process. Neish noted that the current process was established by Municipal Code amendments adopted in 2013 and was selected as the City's method for ensuring collection of unpaid utility charges. Council acknowledged that the process can be unexpected for property owners but confirmed it is the City's established practice.

PUBLIC/PRESS COMMENTS

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

None

NEXT SCHEDULED COUNCIL MEETING(S): Regular Meeting 06-24-2026 @ Noon; Regular Meeting 07-08-26 @ 6 PM

ADJOURNMENT

The meeting adjourned at 7:00 PM

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Lebanon OREGON

MEMORANDUM

Finance Department

To: Mayor Jackola & Lebanon City Councilors
Ron Whitlatch, City Manager & Budget Officer

Date: June 24, 2026

From: Brandon Neish, Finance Director

Subject: FY26 Budget Amendments

I. INTRODUCTION

Oregon Local Budget Law, ORS 294, allows for either the transfer of appropriations or a supplemental budget to increase expenditure authority after a budget has been adopted. The 2026 fiscal year budget was adopted by the City Council on June 11, 2025. ORS 294.463(1) allows for the City Council to transfer existing expenditure authority from one budget line to another.

II. CURRENT REPORT

Several adjustments outlined in Resolution No. 2026-13 are necessary to address personnel changes, shifting priorities, new revenue, benefit-related costs, and other unanticipated expenditures during the current fiscal year.

- General Fund -

Adjustments are needed within personnel budgets to cover costs associated with employee retirements. During the fiscal year, three long-term employees retired for PERS purposes and subsequently returned to work. At retirement, the City is required to pay out accrued vacation and compensatory time, as well as final wages through the employee's last day of service. Given these employees' 25 to 30 years of service, the resulting payouts were significant. The proposed adjustments provide the expenditure authority necessary to cover these costs.

Additional General Fund adjustments include funding for a new copier in the Municipal Court office, consultant services related to preparation for a potential jail levy election, support services for individuals experiencing houselessness, and staffing support for the City's RV Park and Cheadle Lake. These expenditures will be funded through the General Fund operating contingency, leaving approximately half of the originally budgeted contingency balance available. This operating contingency is separate from the City's working contingency, which maintains the 17% reserve required by City policy.

- Admin Internal Service Fund -

Several adjustments are needed within the Admin Internal Service Fund and will be funded through the fund's budgeted contingency.

In Human Resources, additional personnel appropriations are needed to cover annual accrual cash-outs authorized by policy. Additional funding is also required for contract services and operating expenses related to software support and employee recognition initiatives. These costs include the final year of Springbrook's HR module subscription and expanded ADP services that include a document management system.

Within the City Attorney budget, additional expenditure authority is necessary to cover legal expenses associated with defending the City in a Land Use Board of Appeals (LUBA) case.

Within Department 130 (City Recorder), additional funding is needed to support increased compensation for the Deputy City Recorder. During the fiscal year, the Deputy City Recorder provided support to both Engineering and Human Resources. The requested adjustment reflects time spent performing Human Resources-related duties.

- Custodial Internal Service Fund -

Additional expenditure authority is needed to support the hiring of a custodian who provides services across City facilities. Following the departure of the previous Senior Maintenance Worker (Lead Custodian), funds were placed in contingency while staff evaluated the ongoing need for the position. Staff determined the position remains necessary to ensure City facilities are properly maintained and provide a clean environment for employees, customers, and the community. Funding for this position will come from the fund's budgeted contingency, which was originally adopted at $133,508.

- Water Fund -

Adjustments are needed to cover increased personnel costs. These expenditures are primarily attributable to accrual cash-outs and higher-than-anticipated overtime expenses. In addition, standby pay for on-call staff had not been budgeted in prior years and is a significant factor in the increase within account 430-433-50001. This issue has been corrected in the FY2027 budget. Staffing transitions within the Distribution Division also generated additional personnel costs. All proposed adjustments will be funded through the Water Fund contingency.

- Wastewater Fund -

Additional expenditure authority is needed to cover costs associated with the use of temporary employees who supported essential operational functions within the division.

- Building Fund -

The promotion of Shana Olson created a need for additional salary appropriations to cover the compensation difference between a supervisor-level position and a director-level position.

- LINX Fund -

Budget realignments and additional expenditure authority are needed to support increased operating costs within the LINX program. Transit ridership has grown significantly, increasing service demands. In addition, staff leave coverage has required the use of additional resources. These adjustments will be funded through the LINX contingency budget, with remaining needs addressed through a supplemental budget included in a separate resolution.

III. RECOMMENDATION

- Adopt Resolution No. 2026-13 authorizing a transfer in budget appropriations.

A RESOLUTION AUTHORIZING A TRANSFER OF APPROPRIATIONS FOR THE CITY OF LEBANON 2025-2026 BUDGET)))) **RESOLUTION NO. 2026-13**

WHEREAS, ORS 294.463(1) allows for the governing body to adopt a resolution to transfer appropriations for a specific purpose or purposes; and,

WHEREAS, adjustments are needed within personnel budgets to cover costs associated with employee retirements, realignments/additional support, and accrual cash outs in accordance with City policy; and,

WHEREAS, the City experienced unplanned expenditures to procure a new copier for Municipal Court functions, hire a consultant to walk through needs for an upcoming jail operating levy election, support services for individuals experiencing houselessness, and staffing support for the City's RV park and at Cheadle Lake; and,

WHEREAS, the City incurred software costs unanticipated when the budget was constructed and adopted; and,

WHEREAS, additional attorney costs were incurred to defend the City against a LUBA appeal.

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

Section 1. Authorizes the following transfer of appropriations of the 2025-2026 budget:

Account	Description	Adopted Budget	Adjustment	Amended Budget
General Fund				
Municipal Court				
100-141-50001	Salaries	195,189	45,000	240,189
100-141-51015	FICA	14,547	6,453	21,000
100-141-51015	PERS	61,609	18,891	80,500
100-141-72500	Office Equipment	-	6,283	6,283
Library				
100-165-50001	Salaries	250,362	21,500	271,862
100-165-51030	Insurance – HRA	5,100	5,950	11,050

Account	Description	Adopted Budget	Adjustment	Amended Budget
Police				
100-180-50001	Salaries	4,054,278	68,400	4,122,678
100-180-50600	Overtime	100,000	100,000	200,000
100-180-51005	FICA	313,181	23,000	336,181
100-180-51015	PERS	1,336,963	78,378	1,415,341
100-181-61130	Contract Services	-	19,250	19,250
Non-Departmental				
100-195-61130	Contract Services	513,623	30,000	543,623
100-195-72300	Improvements	7,000	8,000	15,000
Parks				
100-410-61130	Contract Services	18,000	15,000	33,000
100-950-80001	Contingency	526,717	(266,105)	260,612
Admin Internal Service				
Human Resources				
200-116-50001	Salaries	145,199	8,500	153,699
200-116-51005	FICA	11,108	700	11,808
200-116-61130	Contract Services	2,200	5,000	5,300
200-116-61240	Dept/Op Expense	300	5,000	5,300
City Attorney				
200-120-61014	City Attorney	216,000	3,600	219,600
City Recorder				
200-130-50005	P.T. Salary	39,345	17,655	57,000
200-130-51005	FICA	10,559	1,000	11,559
200-130-51015	PERS	40,138	1,000	41,138
200-130-51025	Insurance – Health	9,826	3,300	13,126
200-130-61130	Contract Services	20,000	3,500	23,500

Account	Description	Adopted Budget	Adjustment	Amended Budget
200-950-80000	Contingency	99,467	(49,255)	50,212
Custodial Internal Services				
Custodial/Building Maintenance				
220-400-50001	Salaries	132,122	12,000	144,122
220-400-51005	FICA	10,235	1,000	11,235
220-400-51015	PERS	42,321	4,000	46,321
220-400-51025	Insurance – Health	33,972	2,500	36,472
220-400-51036	Insurance – Life/LTD	296	30	326
220-400-51040	Insurance – Disability	527	50	577
220-950-80000	Contingency	133,508	(19,580)	113,928
Water Fund				
Water Distribution				
430-430-50001	Salaries	355,232	38,000	393,232
430-430-50250	Temp Employee Wages	-	25,000	25,000
430-430-51005	FICA	27,020	2,000	29,020
430-430-51025	Insurance – Health	68,620	30,000	98,620
430-430-51030	Insurance – HRA	12,410	3,600	16,010
Water Treatment Plant				
430-433-50001	Salaries	245,277	46,500	291,777
430-433-50600	Overtime	10,599	5,200	15,799
430-433-51005	FICA	18,435	4,700	23,135
430-433-51015	PERS	73,995	10,200	84,195
430-950-80005	Contingency	294,000	(165,200)	128,800
Wastewater Fund				
470-470-50250	Temporary Empl Wage	-	60,000	60,000
470-950-80005	Contingency	212,472	(60,000)	152,472

Account	Description	Adopted Budget	Adjustment	Amended Budget
Building Fund				
527-173-50001	Salaries	62,073	18,250	80,323
527-950-80005	Contingency	18,250	(18,250)	-
LINX Fund				
569-355-50001	Salaries	578,942	(146,539)	432,403
569-355-50005	P.T. Salary	33,652	191,933	225,585
569-355-51005	FICA	48,131	3,844	51,975
569-355-51015	PERS	185,320	(305)	185,015
569-355-51025	Insurance – Health	97,084	24,467	121,551
569-950-80005	Contingency	73,400	(73,400)	-

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

Passed by the Lebanon City Council and executed by the Mayor on this 24th day of June, 2026 by a vote of _____ yeas and ____ nays.

CITY OF LEBANON, OREGON

____

Kenneth Jackola, Mayor ☐
Michelle Steinhebel, Council President ☐

ATTEST:

____

Julie Fisher, MMC, City Recorder

Lebanon OREGON

MEMORANDUM

Finance Department

To: Mayor Jackola & Lebanon City Councilors
Ron Whitlatch, City Manager & Budget Officer

Date: June 24, 2026

From: Brandon Neish, Finance Director

Subject: FY26 Supplemental Budget

I. INTRODUCTION

Oregon Local Budget Law, ORS 294, allows for either the transfer of appropriations or a supplemental budget to increase expenditure authority after a budget has been adopted. The 2026 fiscal year budget was adopted by the City Council on June 11, 2025. ORS 294.471 allows for the City Council to adopt a supplemental budget in certain cases.

II. CURRENT REPORT

There are two adjustments outlined in Resolution No. 2026-14 necessary to recognize new revenue and provide expenditure authority for activities not anticipated during the adoption of the FY 2026 budget.

The first adjustment is within the General Fund and recognizes grant revenue awarded to the City for a wetlands delineation study of the rodeo property located off Oak Street. The study will evaluate existing wetland conditions on the site, identify areas subject to wetland regulations, and determine potential mitigation requirements associated with future development. The additional expenditure authority allows the City to utilize the grant funds for completion of the study and related consulting services.

The second adjustment recognizes additional state transit funding allocated to LINX during the current fiscal year. The funding became available after the state reappropriated certain transit resources originally distributed during the COVID-19 pandemic. Revenue received exceeds the amount originally budgeted and will be used to support additional staffing hours necessary to meet increased demand for transit services. The additional expenditure authority ensures personnel costs associated with providing ride services remain within appropriated budget limits. Because the expenditure increase is fully supported by additional state revenue, no additional local resources are required.

III. RECOMMENDATION

- Adopt Resolution No. 2026-14 authorizing a supplemental budget.

A RESOLUTION AUTHORIZING A SUPPLEMENTAL) RESOLUTION NO. 2026-14
BUDGET FOR THE CITY OF LEBANON)

WHEREAS, ORS 294.471 allows for the governing body to make a supplemental budget; and,

WHEREAS, ORS 294.471(1)(a) allows for a supplemental budget to address an occurrence or condition not ascertained when preparing the original budget; and,

WHEREAS, the City of Lebanon received a grant to update its Wetlands Delineation Plan for a piece of property off Oak Street; and,

WHEREAS, the LINX transit program is slated to receive additional funds beyond the adopted budget; and,

WHEREAS, LINX has seen an increase in riders during the fiscal year; and,

WHEREAS, the supplemental budget adjustment proposed for the aforementioned adjustments does not exceed the ten (10) percent threshold established in ORS 294.473.

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

<u>Section 1.</u> Authorizes the following supplemental budget for the 2025-2026 fiscal year:

Account	Description	Adopted Budget	Adjustment	Amended Budget
General Fund				
100-000-44225	State Grant Funds	-	90,000	90,000
100-172-61130	Contract Services	29,500	90,000	119,500
LINX				
569-000-44226	STIF – OR Transit Tax	1,098,397	19,150	1,117,547
569-355-50005	P.T. Salary	225,585	19,150	244,735

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

Passed by the Lebanon City Council and executed by the Mayor on this 24th day of June, 2026 by a vote of _____ yeas and ____ nays.

CITY OF LEBANON, OREGON

____

Kenneth Jackola, Mayor ☐
Michelle Steinhebel, Council President ☐

ATTEST:

____

Julie Fisher, MMC, City Recorder

Lebanon OREGON

MEMORANDUM

Finance Department

To: Mayor Jackola & Lebanon City Councilors
Ron Whitlatch, City Manager & Budget Officer

Date: June 24, 2026

From: Brandon Neish, Finance Director

Subject: FY26 URA Budget Amendments

I. INTRODUCTION

Oregon Local Budget Law, ORS 294, allows for either the transfer of appropriations or a supplemental budget to increase expenditure authority after a budget has been adopted. The 2026 fiscal year budget was adopted by the Agency Board on June 11, 2025. ORS 294.463(1) allows for the City Council to transfer existing expenditure authority from one budget line to another.

II. CURRENT REPORT

Several expenditures within the North Gateway Urban Renewal District exceeded the amounts originally budgeted for FY 2025-2026. First, additional personnel costs were incurred due to a staff promotion that resulted in higher salary expenditures being charged to the District. Second, transfers to the City's PERS Bond Fund are necessary to cover retirement-related obligations associated with personnel costs allocated to the District. The original budget for this expenses was planned but did not make it into the proposed and adopted budget for 2026. Finally, professional services were needed to conduct a review of the existing North Gateway Urban Renewal Plan and evaluate potential amendments to the plan.

To accommodate these expenditures, staff is proposing a transfer of appropriations from the Improvements budget line. The transfer does not increase the overall budget authority of the Urban Renewal District, rather reallocates existing appropriations to align the budget with anticipated year-end expenditures. The proposed transfer provides sufficient authority to cover personnel costs, PERS-related obligations, and professional services associated with review of the Urban Renewal Plan utilizing funds allocated to the capital line and is due to remain unspent in the fiscal year.

The proposed budget transfer reallocates $31,579 from the improvements account, including $21,000 to personnel, $1,579 to PERS Bond debt service, and $10,000 to contract services.

III. RECOMMENDATION

- Adopt Resolution No. 2026-15 authorizing a transfer in budget appropriations.

THE CITY THAT FRIENDLINESS BUILT

A RESOLUTION AUTHORIZING A TRANSFER OF APPROPRIATIONS FOR THE LEBANON URBAN RENEWAL AGENCY 2025-2026 BUDGET)))) **RESOLUTION NO. 2026-15**

WHEREAS, ORS 294.463(1) allows for the governing body to adopt a resolution to transfer appropriations for a specific purpose or purposes; and,

WHEREAS, an adjustment is necessary to cover transfers to pay PERS debts relative to the personnel billed from the North Gateway Urban Renewal District, and;

WHEREAS, additional personnel costs due to a promotion have been incurred in the North Gateway Urban Renewal District, and;

WHEREAS, costs associated with a review of the existing North Gateway Urban Renewal District plan and potential plan amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE LEBANON URBAN RENEWAL AGENCY AS FOLLOWS:

<u>Section 1.</u> Authorizes the following transfer of appropriations of the 2025-2026 budget:

Account	Description	Adopted Budget	Adjustment	Amended Budget
<u>North Gateway Urban Renewal District</u>				
940-940-50001	Salaries	50,535	21,000	71,535
940-930-90320	To PERS Bond -320	-	1,579	1,579
940-940-61130	Contract Services	-	10,000	10,000
940-940-72300	Improvements	3,669,519	(31,579)	3,637,940

<u>Section 2.</u> Section 1 of this resolution are effective immediately upon passage,

Passed by the Lebanon Urban Renewal Agency Board and executed by the Mayor on this 24th day of June, 2026 by a vote of _____ yeas and ____ nays.

CITY OF LEBANON, OREGON

____

Kenneth Jackola, Mayor ☐
Michelle Steinhebel, Council President ☐

ATTEST:

____

Julie Fisher, MMC, Agency Recorder

55 Academy Street
Lebanon, Oregon 97355

TEL: 541.258.4232
kantila@ci.lebanon.or.us
www.ci.lebanon.or.us

MEMORANDUM

Lebanon Public Library

To: Mayor, Council & City Manager
From: Kendra Antila, Library Director
Subject: CDBG grant / matching funds

June 11, 2026

I. INTRODUCTION

The City is preparing an application for Community Development Block Grant (CDBG) funding to support the proposed library children's room expansion project. Recent information from the grant administrator indicates that available funding for this grant cycle may be substantially less than previously anticipated. As a result, providing a local funding match may improve the competitiveness of the City's application.

The estimated cost of the library expansion project is approximately $1.6 to $1.7 million. At the June 10, 2026 Council meeting, the City Manager discussed potential sources of local matching funds and requested Council direction prior to submitting the grant application.

II. CURRENT REPORT

The City has identified several potential options for providing local matching funds for the CDBG application. Each option provides different levels of local investment and flexibility for future Council priorities.

Option 1 – Use Santiam Travel Station Sale Proceeds as Match

Under this option, the City would allocate the approximately $514,000 received from the sale of the Santiam Travel Station property as the City's local match for the CDBG application. This option would demonstrate a significant local investment in the project, may improve the competitiveness of the grant application, and would reduce the amount of additional grant funding needed to complete the project. However, this option would commit all sale proceeds toward the library expansion project if the grant is awarded and would limit the City's flexibility to use those funds for other future Council priorities

Option 2 – Use a combination of Travel Station Proceeds and Library Funds

Under this option, the City would allocate $250,000 of the Santiam Travel Station sale proceeds along with an additional $250,000 from the Library Trust and project-specific donations received to date as the City's local match for the CDBG application. This option would demonstrate substantial local commitment while preserving a portion of the sale proceeds for other Council priorities. It would also balance the City's investment with community-supported fundraising efforts. The consideration with this option is that it would still commit a portion of the sale proceeds toward the library project if the grant is awarded and would reduce the availability of those funds for other future needs.

Option 3 – Use Library Funds as Match

Under this option, the City would allocate $250,000 from the Library Trust and project-specific donations received to date as the City's local match for the CDBG application. This approach would utilize funds already designated for library-related purposes, demonstrate local commitment to the project, and preserve the Santiam Travel Station sale proceeds for other future Council priorities. However, a smaller match amount may have less impact on the competitiveness of the grant application and would not demonstrate the same level of municipal financial participation as a larger City contribution.

Option 4 – Submit the Application with No Local Match

Under this option, the City would proceed with the CDBG application without committing local matching funds. This would preserve all available local funds for future Council priorities and avoid committing funds before grant award decisions are finalized. However, submitting an application without a local match may reduce the competitiveness of the application and could place the City at a disadvantage if other applicants include local matching funds as part of their proposals.

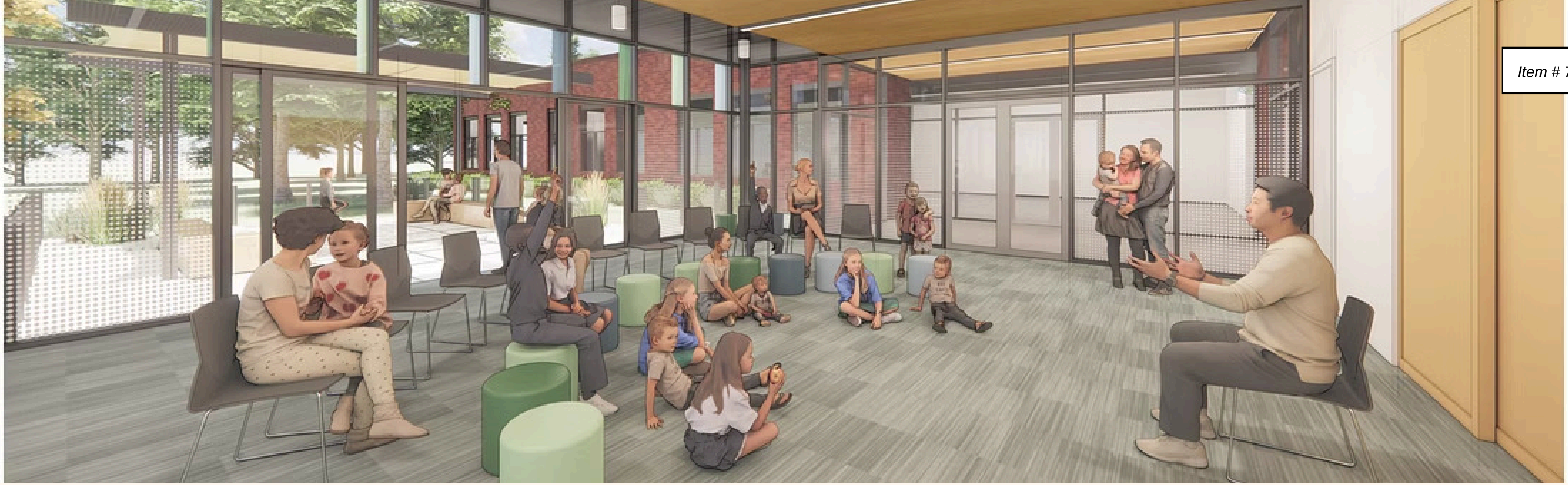
III. RECOMMENDATION

Staff recommends that the City Council provide direction regarding whether the City should commit local matching funds in support of the Lebanon Public Library Expansion Project's Community Development Block Grant (CDBG) application.

Staff is not making a recommendation at this time regarding whether local matching funds should be provided. Direction from Council is needed to determine whether the City should identify and commit available local resources as part of the grant application process.

Lebanon Public Library
Children's Room Expansion Project Update

Presenting our enhanced vision for a transformative community space that will serve generations of young learners.



From Vision to Reality: Why We're Expanding Further

Our Needs Assessment Revealed Greater Demand

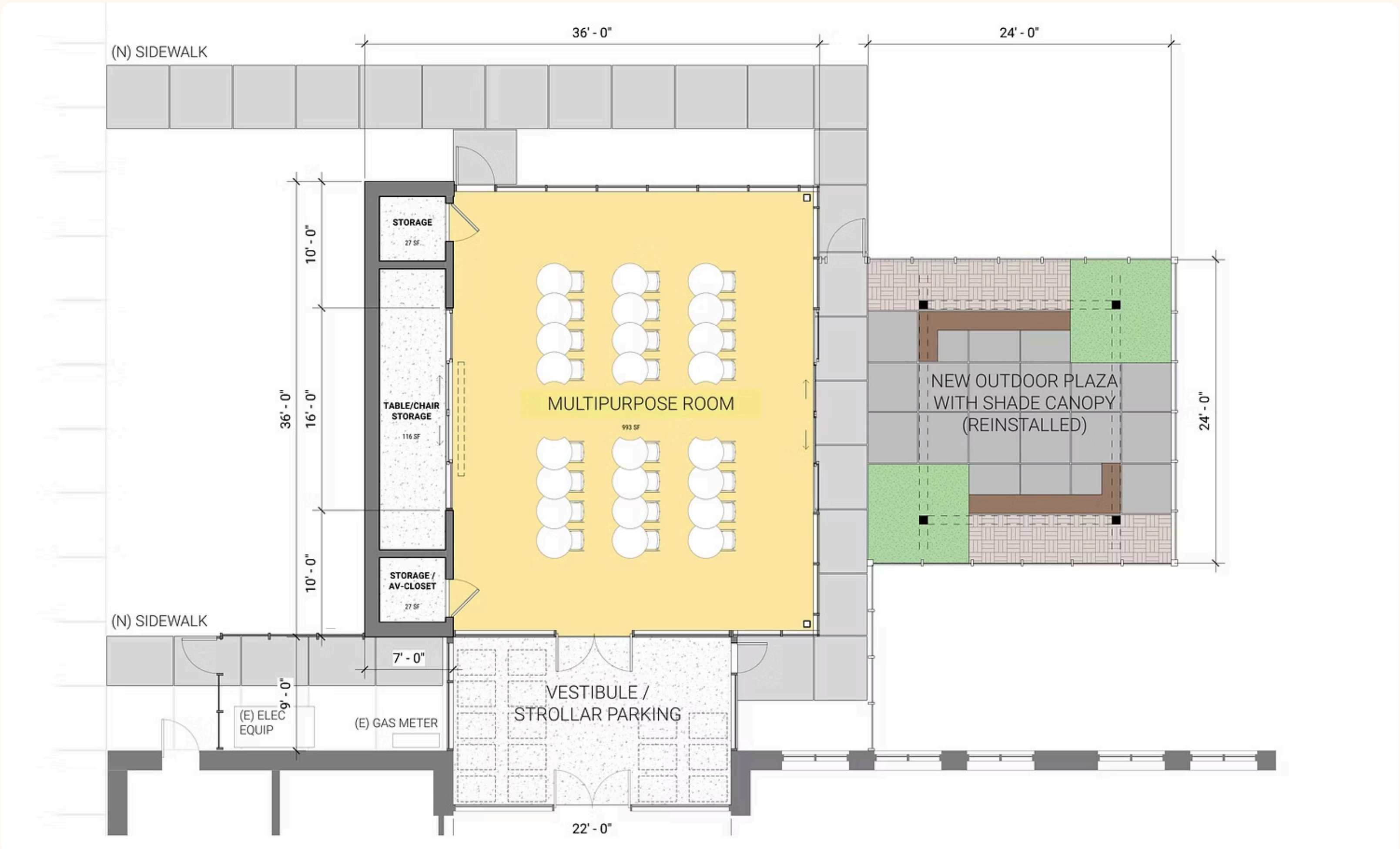
Our initial project underestimated the true scope of community needs and growth. Feedback from families and staff highlighted the necessity for a more comprehensive approach.

Future-Forward Design Philosophy

The expanded design accommodates our growing population and evolving needs, ensuring the space remains relevant and functional for decades to come.

> "*The town is growing, we need our Library to grow with it.*"
> — Lebanon Resident and Library Patron

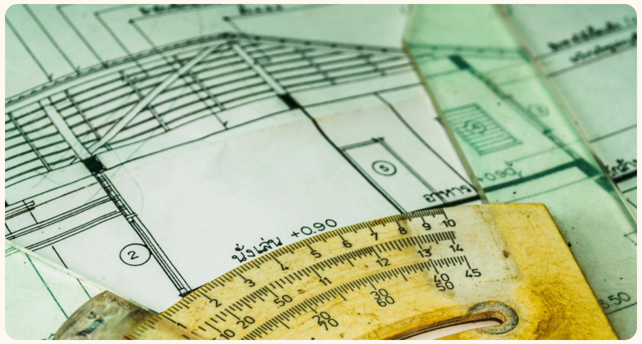
This expansion doubles capacity and programming space while maintaining cost efficiency



2018 Plan	Expanded Design
Square Footage = 746 sq ft	Square Footage = 1,605 sq ft
Cost Per Square Foot = $825	Cost Per Square Foot = $950
Total Cost = $0.7M (adjusted for current costs)	Total Cost = $1.5 M

115% more space with ~15% increase in cost per square foot

Project Overview



Project Scope

This project is smaller than other city initiatives and will not require additional city funds.

Funding Strategy

A combination of grants, community fundraising, and local business partnerships.

CDBG Grant Potential

Expert consultants will help secure up to $1.5M in CDBG grant funding.

CDBG Strategy

CDBG application scoring considers:

- Community needs: prioritizing low to moderate income (LMI) individuals.
- Project effectiveness: well-developed projects that can start quickly.

To maximize points, we will:

- Complete environmental and archaeological assessments internally.
- Use *Library Trust funds for final design and construction documents.

***This expenditure was not budgeted for this year. An appropriation transfer from the General Fund will allow the Library to use its own funds from the Library trust to move forward with the expenditure (ORS 294.463[3]).**

A **low-burden, high-impact** project aligned with our strategic goals—**delivered quickly** while larger capital efforts continue.

Strategic Plan Aligned

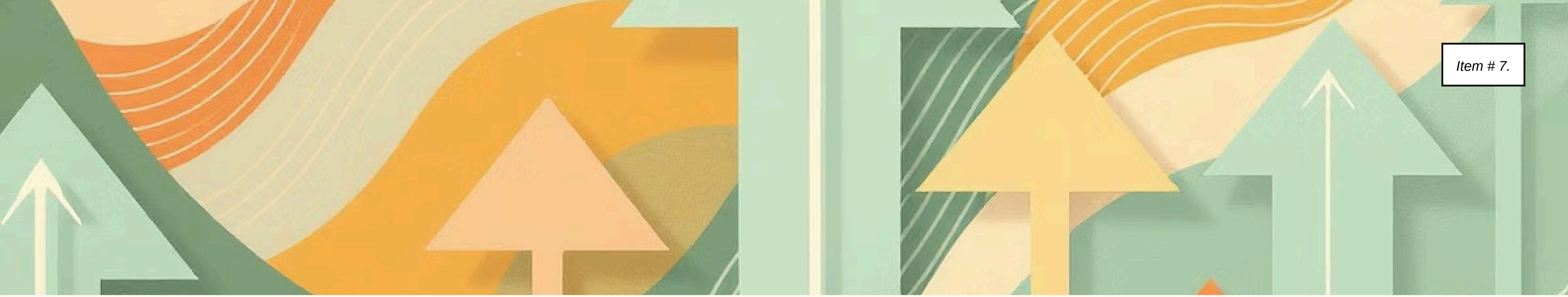
- Advances City goals for **youth & families**, **equitable access**, and **community well-being**
- Scales library services to match **population growth**
- Strengthens **early learning** and lifelong learning access

Low Operational Impact

- **Small-scale project** using consultants with minimal support from existing staff as project management
- **Does not add significant capacity strain** to already stretched teams
- Funding approach leverages **grants and the Library Trust**, minimizing city burden

Quick Delivery

- **Short construction window**; benefits realized rapidly once funded
- **Smaller scope** than other city capital projects currently under discussion
- **Shovel-ready sequencing** positions us to move as soon as funds are secured



Next Steps & Call to Action

- ### Design Finalization - Spring 2026

  Complete architectural drawings, permit approvals.

- ### CDBG Grant Application - Fall 2026

  If our project isn't chosen we will be well positioned to apply again in the next round.

Support Our Vision

Approve Project Scope

Endorse the expanded design and authorize the appropriation transfer for this transformative community investment. With your support, we can provide a modern, welcoming space that meets the needs of our growing community.

925 S. Main Street
Lebanon, Oregon 97355

TEL: 541.258.4214
www.lebanonoregon.gov

MEMORANDUM

Finance Department

June 24, 2026

To: Mayor Jackola and City Council
From: Brandon Neish, Finance Director
Subject: Enterprise Resource Planning (ERP) System Replacement

I. BACKGROUND

The City currently utilizes multiple software platforms to support financial management, budgeting, utility billing, permitting, payroll, asset management, and other operational functions. Over time, these systems have become increasingly disconnected, requiring manual data transfers, duplicate data entry, and additional staff time to reconcile information and complete routine processes.

The City's current financial management system, Springbrook, has served the organization for many years; however, staff have identified ongoing concerns related to limited system updates, integration challenges, declining customer support, and uncertainty regarding the company's long-term product direction. These concerns, combined with the City's desire to improve operational efficiency, reporting capabilities, and service delivery, resulted in staff initiating an evaluation of available Enterprise Resource Planning (ERP) solutions.

An ERP system provides a centralized platform that integrates multiple business functions into a single system, creating a consistent source of information across departments. The goal of replacing the City's existing systems is to improve efficiency, strengthen internal controls, enhance transparency, and provide better tools for staff and the community.

Staff evaluated seven ERP solutions through demonstrations and a detailed review process. An ERP Build Team was formed with representatives from multiple City departments to evaluate the systems based on organizational needs, functionality, implementation approach, security, customer service, and long-term value. Following the evaluation process, the Build Team narrowed the selection to two finalists for additional review.

II. CURRENT REPORT

Following additional demonstrations and evaluation, the ERP Build Team and management team unanimously identified OpenGov as the preferred ERP solution. OpenGov would provide the City with an integrated platform for financial management, budgeting, utility billing, permitting, licensing, and enterprise asset management. The implementation would replace several existing systems and provide a centralized platform designed to reduce manual processes, improve data accuracy, enhance reporting, and increase access to real-time information.

Key improvements anticipated with the OpenGov system include:

- Improved financial reporting and budgeting capabilities;
- Reduction in duplicate data entry and manual processes;
- Enhanced financial controls through integrated workflows;
- Improved department access to consistent and timely information;
- Expanded customer service options for utility customers, including improved online payment capabilities, flexible automatic payment scheduling, electronic notifications, and enhanced account security;
- Streamlined permitting and licensing processes;
- Improved asset management capabilities, including integration with the City's GIS system and enhanced maintenance tracking;
- Enhanced cybersecurity protections and ongoing system improvements.

Staff completed reference checks with four organizations currently using OpenGov. Each organization reported positive experiences with the system, including strong customer support, operational efficiencies, continued product improvements, and enhanced security features. All reference organizations indicated they would select OpenGov again.

The proposed OpenGov agreement is a seven-year contract with an estimated cost of approximately $1.8 million, along with one-time implementation costs estimated at $388,000. While the new system represents an increased investment, a portion of the cost will be offset through the elimination of several existing software systems currently utilized by the City.

Implementation is anticipated to begin in July 2026, if approved by Council, and is expected to take approximately 12 months to complete. During implementation, staff will work with OpenGov representatives to configure the system, migrate data, complete testing, and provide training to ensure a successful transition.

Payroll and human resources functions will remain with the City's current provider, ADP, at this time. Staff's priority is to successfully implement the ERP system before evaluating additional system changes. Replacing the City's current collection of disconnected systems with an integrated ERP platform represents a significant investment in the City's long-term operational efficiency, financial management, transparency, and customer service. OpenGov provides the functionality, scalability, and support needed to meet the City's current and future operational needs

III. RECOMMENDATION

Staff recommends that the City Council approve moving forward with OpenGov as the City's Enterprise Resource Planning system provider and authorize the City Manager to execute the necessary agreement.

PREPARED FOR:
City of Lebanon, OR

OREGON
Lebanon
THE CITY THAT FRIENDLINESS BUILT

OpenGov

Brenda Amiel
Account Executive – Team Lead
bamiel@opengov.com
562.972.0163

Brandon Cook
Regional Manager – West
bcook@opengov.com
408.497.8399

Executive Summary

A Modern Approach to Public Sector Technology

Local governments today face increasing demands to operate efficiently, provide transparency, and deliver timely, accurate information across departments. Meeting these expectations often requires technology that supports a wide range of functions—from financial management and reporting to operational workflows and public engagement.

Historically, organizations have addressed these needs by implementing multiple systems over time, often resulting in fragmented processes, inconsistent data, and limited visibility across departments. While these systems may serve specific functions, they can create complexity for staff, increase reliance on manual workarounds, and make it more difficult to access and share information when it is needed most.

OpenGov was designed to address these challenges through a unified Public Service Platform built specifically for local governments, agencies, and special districts. This approach brings together a comprehensive suite of purpose-built solutions without sacrificing the depth, usability, or flexibility required for day-to-day operations.

By delivering both breadth and specialization within a single platform, OpenGov ERP is uniquely positioned to provide:

- Modern financial and accounting management designed for high-performing governments
- Best-in-class solutions to strengthen reporting, financial transparency, and collaboration across departments
- Streamlined reporting and improved responsiveness to internal and external requests
- Reduced complexity through intuitive, user-friendly design
- Secure, cloud based software that protects your data, operations, and reputation
- Flexible, AI-driven workflows to drive efficiency and predictable growth
- Experienced public sector experts who understand your challenges and priorities

Recognizing that every organization is at a different stage in its technology journey, OpenGov is designed to be adopted in a way that aligns with current priorities and capacity. This allows teams to implement solutions where they will have the greatest immediate impact, while maintaining the ability to expand over time as needs evolve—without requiring a full system overhaul from the outset.

This model supports a more practical and sustainable path forward, enabling organizations to modernize at their own pace while building toward a more cohesive, accessible, and efficient approach to managing information.

The OpenGov Public Service Platform

- Financial Management
- Budgeting & Performance
- Utility Billing
- Procurement & Contract Management
- Tax & Revenue Collection
- 311
- Constituent Relationship Management
- Permitting & Licensing
- Enterprise Asset Management
- Government App Builder
- Payroll
- Human Capital Management
- Grants Management
- Disaster Preparedness & Recovery
- Capital Budget & Project Management

GIS | Artificial Intelligence | Dashboards | Real-time Reporting | Performance | Public Engagement | Security & Compliance (SOC 2 & 3, StateRAMP, TX-RAMP) | Multi-Tenant Cloud | Uptime | No Version Lock | Automatic Upgrades | Mobile | Scalability

A Strong User Community

Real Results, Real Partners

City of Mt. Vernon, WA

City of Duvall, WA

Township of Cheltenham, PA

City of Utqiagvik, AK

Town of Portola Valley, CA

City of Alamogordo, NM

County of Colusa, CA

City of Menlo Park, CA

- 80% less time spent on reporting
- 25% Reduction in postage fees from digital services and communications

- 40% less time spent on work orders
- 95% of reported issues addressed within 24 hours

- 90% less time building solicitations
- Over 100 hours eliminated on support phone calls from public self-service portal

- 50% less time spent on budget development
- 60 hours saved in audit preparation

Supporting the City of Lebanon

Current Challenges:

Fragmented, Disconnected Systems
Springbrook and ClearGov require manual exports to sync data — no real-time information and significant reconciliation burden.

Limited Financial Visibility
Council receives minimal reporting. Department heads rely on finance staff for data, and burn-rate tracking is done manually in spreadsheets.

Outdated Legacy System
The legacy system is desktop-only, for some processes, click-heavy, and inconsistent. Non-finance staff struggle to use it, creating workarounds.

Data Integrity Concerns
A recent audit found Utility Billing Accounts Receivable hasn't reconciled with the General Ledger since 2012. The city needs a clean, auditable foundation going forward.

Poor Citizen Experience
Residents must call or email for permit updates — no online access, reducing public confidence and consuming staff time.

OpenGov's Solution

One Platform, One Source of Truth
Financial, budget, and operational data unified in real time — no manual syncing, no exports, no lag.

Self Service for Council & Department Heads
Live dashboards and OpenGov Stories give council and department heads direct access — freeing the lean finance team for higher-value work.

Cloud-Based, Any Device, Intuitive
Accessible anywhere, designed for both finance and non-finance users — consistent experience across all staff.

Built-In Controls & Audit Readiness
Implementation provides a clean data reset with automated controls that prevent GL discrepancies from recurring.

Real-Time Citizen Portal
Applicants track permit and license status online — reducing inbound calls and improving the resident experience.

Reference Call Summary

Key Themes

Strong Customer Support
All three references highlighted OpenGov's customer service and support as a significant strength. Customers described the support team as responsive, helpful, and willing to work with agencies to resolve issues and develop requested enhancements.

Operational Efficiency & Reporting
Customers reported substantial improvements in reporting, access to information, and overall efficiency. References noted that staff and Council can access real-time financial information directly, reducing reliance on finance staff and improving decision-making. Reporting was consistently described as easier, faster, and more accessible than legacy systems.

Modern, Integrated Platform
References cited the benefits of having budgeting, financial management, utility billing, permitting, procurement, and reporting functions integrated within a single platform. This reduced duplicate data entry, improved data visibility, and streamlined workflows across departments.

Implementation Lessons
While customers were ultimately satisfied with their outcomes, references emphasized that implementation success depends on clear expectations, realistic timelines, and staff engagement. One customer inherited a poorly configured system but noted that OpenGov was extremely helpful in providing training, correcting issues, and helping the organization turn the system into a functional and valuable tool.

Continuous Improvement
Customers noted that OpenGov actively solicits feedback and frequently incorporates customer requests into future product enhancements. Several references indicated that requested features or improvements were ultimately delivered by OpenGov.

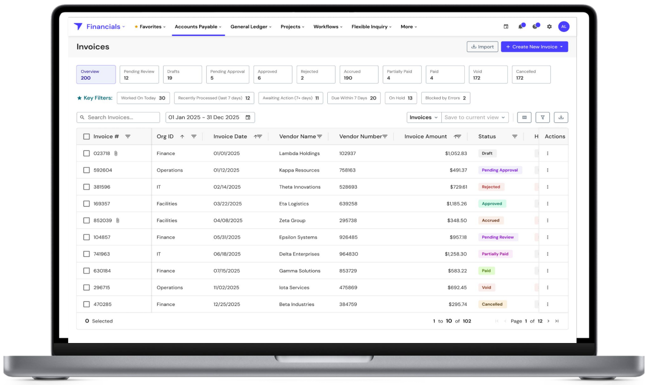
Cybersecurity & Risk Reduction
For smaller organizations, references noted that moving to a modern cloud-based platform helped reduce cybersecurity risks, improve audit readiness, and strengthen internal controls

Overall Assessment

The references consistently described OpenGov as a responsive partner with strong customer support, modern reporting capabilities, and a commitment to product improvement. While successful implementation requires clear expectations, adequate staff engagement, and realistic timelines, all references indicated satisfaction with their decision to adopt OpenGov and would make the same choice again.

Financial Management

Item # 8.

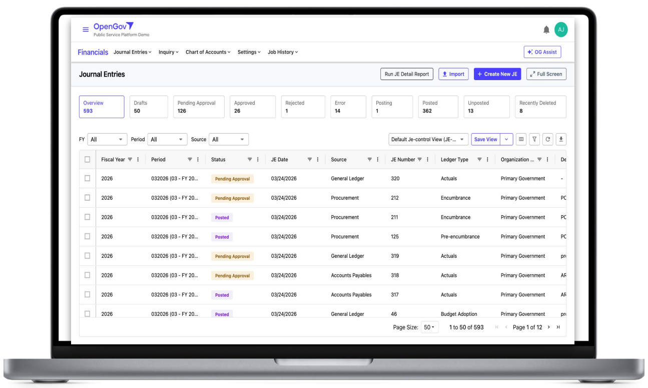


CENTRALIZED ACCOUNTING

General Ledger, AP, Purchasing, AR, Fixed Assets, Cash Receipts, and Bank Rec

DIGITAL WORKFLOWS

Eliminate paper with auditable processes and documents in one place

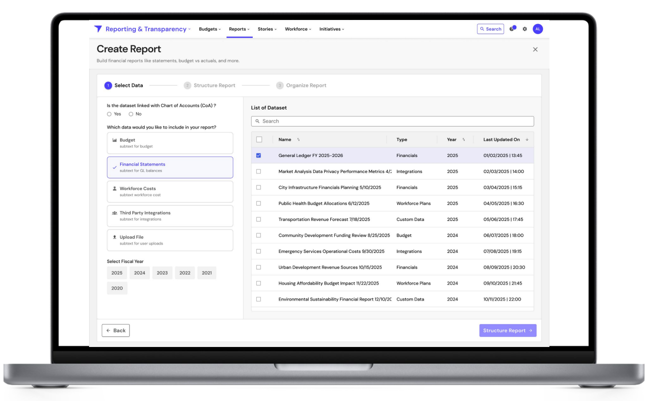


FINANCIAL REPORTING

Self-service reports and inquiries for finance, departments, execs, and auditors

PROJECT ACCOUNTING

Track and manage a project's costs, revenue, and finances

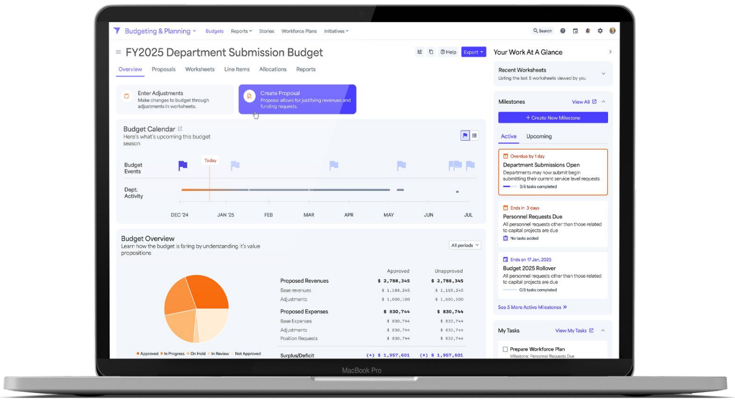


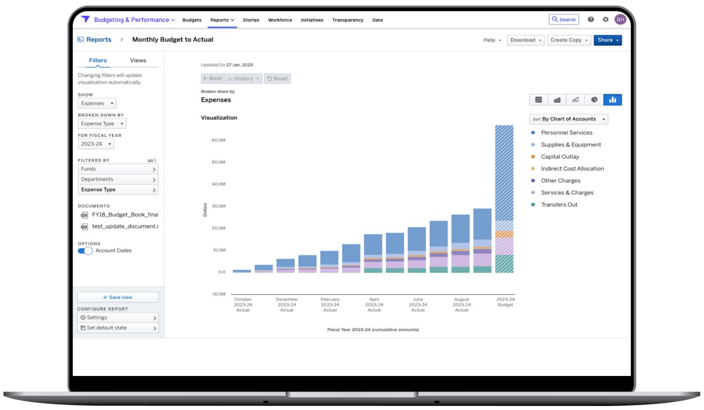
MODERN CLOUD

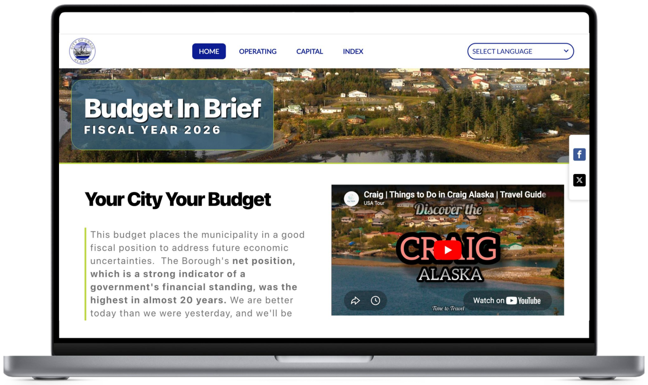
A single source for strategic decision-making, spend control, revenue collection.

Budgeting & Performance

Item # 8.







PERFORMANCE MANAGEMENT

Set goals, create and track metrics, then connect spending to outcomes

OPERATING BUDGET

Collaborative tools to drive an automated and strategic process

CAPITAL PLANNING

Prioritize, plan, and promote your biggest investments

WORKFORCE PLANNING

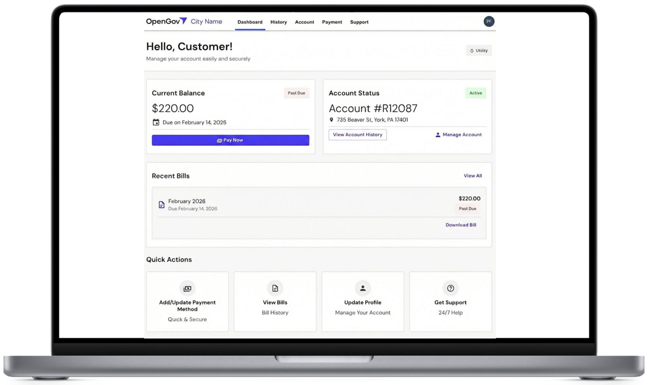
Simplify planning for your most important asset – your people

ONLINE BUDGET BOOK

Publish an interactive GFOA award-winning budget book directly from your budgeting system

Item # 8.

Utility Billing

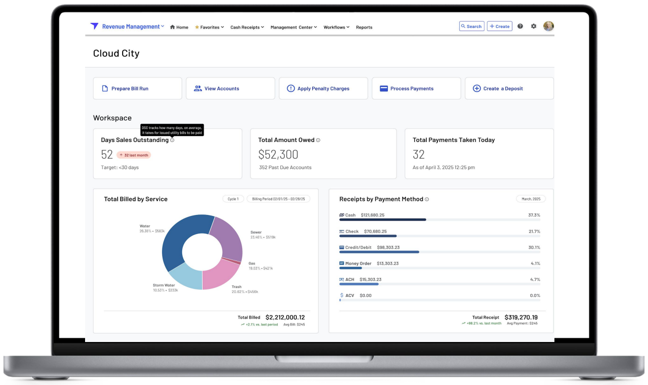


PUBLIC PORTAL

Easy access for the public to review their account and pay bills with multiple options

METER MANAGEMENT

Support reading, imports, work orders, and historical data on multiple meter types

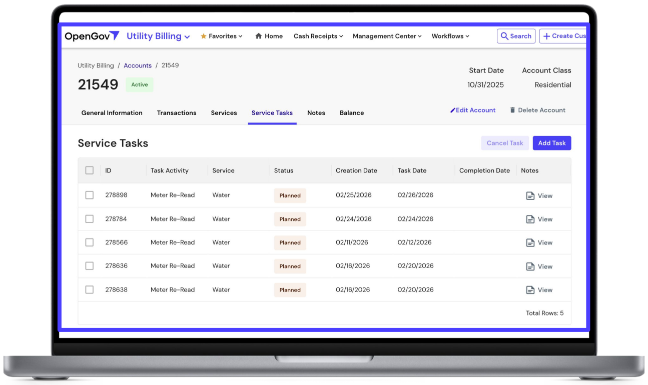


FULL SERVICE HISTORY

Manage accounts, view digital documents, and reference historical activity in one centralized place

FINANCIAL INTEGRATION

Full Integration with OpenGov Financials

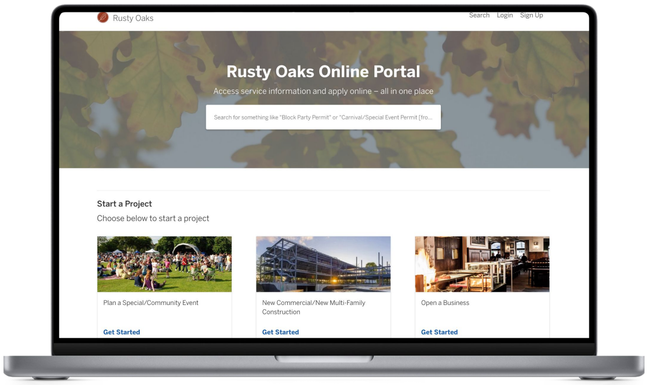


ASSET MANAGEMENT INTEGRATION

Full Integration with OpenGov's Enterprise Asset Management for Meter Management

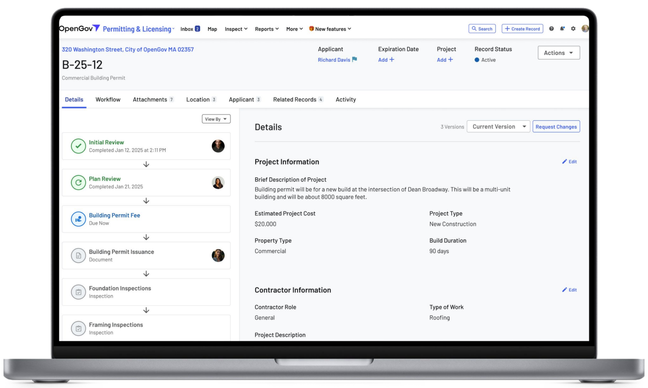
Permitting & Licensing

Item # 8.



PUBLIC PORTAL

Easy-to-use, customizable portal that makes applying for permits and licenses a breeze

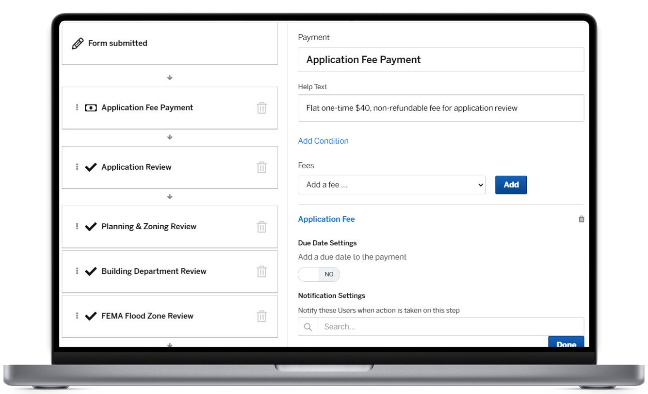


FASTER REVIEWS

Automate reviewer assignments to move approvals along faster—with fewer manual touchpoints.

IN-APP COLLABORATION

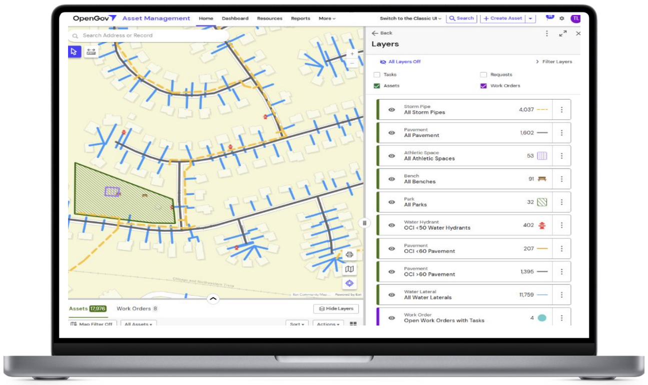
Keep applicants and staff in sync with real-time notifications and updates.



FULL CONTROL

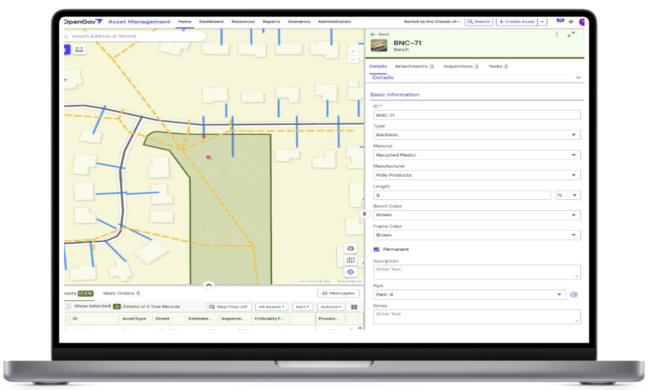
No Code Solution —staff can design, change, and launch forms, workflows, and fees on the fly.

Enterprise Asset Management



ASSETS

Know what you have, where it is, and what condition it's in.

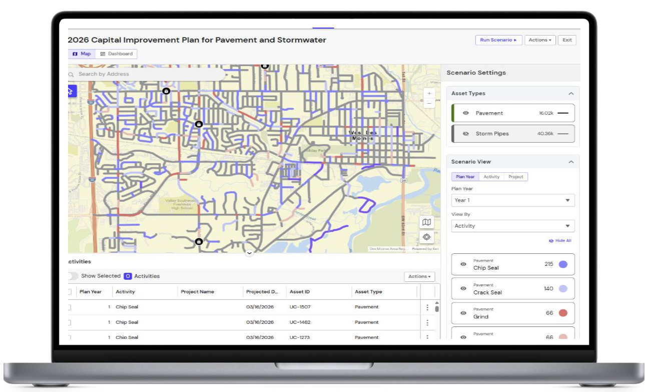


DIGITAL WORK

Create, assign, and track tasks from anywhere with a truly mobile workforce.

RESOURCES

Estimate, assign, and track labor, equipment, materials, and vendors.



INFRASTRUCTURE PLANNING

Model asset scenarios and develop data-driven plans for the future

Your Support Resources

Implementation

Initiate

- Review SOW
- Welcome Call
- Project Kickoff
- Project Plan
- Project Charter

Validate

- Review Requirements Matrix
- Discovery Workshops
- Solution Blueprint
- Finalize Project Schedule
- Change Management Planning

Configure

- Implementation & Configuration
- Delivery of Use Cases
- Demo of Configured Solutions
- Testing

Train

- Train the trainer
- End User Training
- Admin Training
- User Acceptance Testing

Launch

- Go Live Announcement
- Hyper-Adopt
- Finalize Blueprint
- Handover to Support
- Project Closure

Collaborative On Site Training by OpenGov Experts:

- All configuration is completed prior to our on site visit. When we are on site, we focus on training
- 2-3 days on site for training is typical
- We discuss what would work better for your organization: train everyone vs. train the trainer
- There is typically multiple sessions based on how many end users would be involved

Your Support Resources

Long Term Support

Customer Success Manager

- Your go to resource to ensure you are getting the most from your OpenGov software
- They set up a predictable meeting cadence

Account Executive

- Your OpenGov resource who can work with your Customer Success Manager to deliver value to your team

OpenGov Support

- Three tiers of support members on call to help you troubleshoot your challenges after your project go live

User Groups + Conferences

Talk shop with peers and learn directly from OpenGov experts.

Help Center

Find quick answers with step-by-step articles and videos.

Live Webinars

Join our experts to see new features and ask questions live.

Quarterly Releases

Watch demos of the latest software updates—and what's coming next.

On-Demand Webinars

Jump into free sessions on everything from performance to permitting.

THANK YOU

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562.972.0163

Brandon Cook
Regional Manager - West
bcook@opengov.com
408.497.8399

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). This Agreement, which becomes effective when fully executed (the "Effective Date"), sets forth the terms and conditions under which OpenGov will provide its products and services to Customer.

1. Definitions

1.1. "Customer Data" means the data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record), including any data transmitted through the Software Services.

1.2. "Documentation" means any written, electronic, or online materials produced by OpenGov, and made available to Customer in connection with the Software Services, including user guides, training materials, FAQs, and technical support content, but excluding Product Documentation.

1.3. "Intellectual Property Rights" means all past, present, and future intellectual property rights including those associated with works of authorship, copyrights, moral rights, trademarks, trade names, trade secrets, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

1.4. "Order Form" means the document(s) separately executed by the parties or attached as an exhibit, that specifies the Software Services and the Professional Services that OpenGov will provide to Customer. All such Order Form(s) are incorporated into this Agreement by reference.

1.5. "Product Documentation" means the technical specifications that describe the features, functionality, configuration, and intended operation of the Software Services located at https://opengov.my.site.com/support/s/agreement-product-documentation, which is incorporated into this Agreement by reference.

1.6. "Professional Services" means the implementation, configuration, training, consulting, or other professional services provided by OpenGov or its authorized partners, and identified in the applicable Statement of Work.

1.7. "Software Services" means the commercial-off-the-shelf software products and services provided by OpenGov and identified in the applicable Order Form.

1.8. "Statement of Work" or "SOW" means the document(s) separately executed by the parties or attached as an exhibit to this Agreement or any applicable Order Form, that specifies the Professional Services that OpenGov will provide to Customer. All such SOW(s) are incorporated into this Agreement by reference.

2. Software Services and Professional Services

2.1. Software Services.

2.1.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Software Services.

2.1.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide the applicable level of support in accordance with the Support and Software Service Levels located at https://opengov.com/service-sla, which is incorporated into this Agreement by reference.

2.2. Professional Services.

2.2.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Professional Services, if applicable. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

2.2.2. Travel Expenses for Professional Services. Travel expenses, if any, will be set forth in the applicable Order Form or SOW. Any additional travel expenses shall be subject to Customer's prior written approval and will be reimbursable by Customer.

3. Restrictions and Responsibilities

3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not knowingly or negligently, permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any personal, sensitive, or personally identifiable information to OpenGov in a manner that violates Customer's obligations under the Data Processing Addendum.

3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers, third-party software systems of record, and application programming interfaces needed to connect to, access, or otherwise use the Software Services. Customer shall also be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, in accordance with industry standards, and (c) all uses of Customer user accounts by any party other than OpenGov. OpenGov is not responsible for the operation, support, or security of any third-party software, systems, or services not provided by OpenGov.

3.3. Data Processing Addendum. To the extent OpenGov processes any Customer Data that contains personal information, personally identifiable information, or sensitive personal information on behalf of Customer in the course of providing the Software Services and Professional Services under this Agreement, the parties agree to comply with the terms of the Data Processing Addendum, located at https://opengov.com/data-processing-addendum, which is incorporated into this Agreement by reference.

4. Intellectual Property Rights; License Grants; Access to Customer Data

4.1. OpenGov's Intellectual Property Rights. OpenGov exclusively owns and retains all right, title, and interest to the Software Services, Professional Services, Documentation, and Product Documentation, including all Intellectual Property Rights therein. This includes, without limitation, all underlying technology, software, user interfaces, visual design elements (such as the "look and feel"), custom fonts, graphics, workflows, button icons, and any derivative works (e.g., enhancements, modifications, or corrections), including but not limited to those that are created in connection with or through the use of the Software Services, Professional Services, Documentation, or Product Documentation. Customer may not reproduce, modify, distribute, or create derivative works based on any part of the Software Services, in whole or in part, without OpenGov's prior written consent.

4.2. License Grant to Customer. OpenGov grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Software Services, Documentation, and Product Documentation during the Term for its internal use and the purpose as described in this Agreement. No additional rights or licenses shall be deemed granted.

4.3. Customer's Intellectual Property Rights. Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer grants OpenGov and its authorized partners (such as cloud hosting providers) a non-exclusive, royalty-free license to access, use, store, edit, reformat and otherwise process Customer Data for the purpose of providing, maintaining, developing, and improving OpenGov's products and services.

4.4. Aggregated and Anonymized Data. Customer agrees that OpenGov and its authorized partners may use aggregated and anonymized data derived from Customer Data to provide, maintain, develop, and improve OpenGov's products and services, to provide general customer service support and improvements, and to perform data and usage analytics. Any insights, developments, or improvements arising from such aggregated, anonymized data shall be owned by OpenGov.

4.5. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. For a period of 30 days after expiration of the Term, Customer may request that OpenGov complete a one-time transfer of Customer Data in a format customarily used in the industry at OpenGov's then-current hourly rate.

4.6. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.6, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement, in accordance with the notice requirements set forth in Section 10.2.

4.7. Feedback. "Feedback" means any suggestions, comments, ideas, recommendations, usage, or other input provided by Customer to OpenGov regarding the services. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use such Feedback in the Software Services, Professional Services, Documentation and Product Documentation. OpenGov will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to any improvements, modifications, or derivative works to the Software Services, Professional Services, Documentation or Product Documentation that are based on or derived from such Feedback.

5. Confidentiality

5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, Documentation, and Product Documentation.

5.2. Confidential Information does not include information that: (a) was publicly known or becomes publicly known through no breach of this Agreement by the receiving party; (b) is required to be disclosed upon request under any applicable federal, state, or local public records laws; (c) Customer expressly directs OpenGov make publicly available; (d) was lawfully known to the receiving party without restriction on disclosure before receipt from the disclosing party; (e) is disclosed to the receiving party by a third party who has the right to make such disclosure without restriction; or (f) is independently developed by the receiving party without access to the disclosing party's Confidential Information.

5.3. Each party agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law, subpoena, or court order, it must, to the extent legally permitted, promptly notify the other party in writing prior to the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

6.1. Agreement Term. This Agreement begins on the Effective Date and will remain in effect until the termination or expiration of all active Order Forms entered into under this Agreement ("Term"), unless earlier terminated pursuant to this Section 6.

6.2. Renewal. Each Order Form shall automatically renew for additional terms equal in duration to its initial term (each, a "Renewal Term"), unless either party provides written notice of non-renewal at least 30 days prior to the expiration of the then-current term.

6.3. Termination for Cause. If either party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party, the non-breaching party may terminate this Agreement.

6.4. Termination for Non-Appropriation. If required by applicable law, Customer may terminate this Agreement if it does not appropriate funds for a future fiscal year. In order to terminate for non-appropriation, Customer must provide at least 30 days' prior written notice, provided it is after the first full year of the Agreement. Obligations to pay fees are non-cancelable, and payments are non-refundable. This section may not be used as a substitute for termination for convenience.

6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all of the Software Services and Professional Services for the then-current annual term; (b) OpenGov shall stop providing the Software Services and the Professional Services to Customer; and (c) with the exception of Customer Data, the return and deletion of which are addressed in Section 4, each party shall, upon request of the other party, return or delete any of the other party's Confidential Information.

7. Payment of Fees

7.1. Fees; Invoicing; Payment; Expenses.

7.1.1. Fees. Fees for the Software Services and Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days of receipt. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable, except as expressly provided in Sections 8.1.2 and 8.1.3.

7.1.2. Annual Software Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year or as otherwise agreed upon in the applicable renewal Order Form.

7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW or Order Form as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Receipts shall be provided for the travel expenses listed on the invoice.

7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law: (a) Customer will owe a late interest penalty of ten (10) percent; and (b) if Customer's account remains delinquent (with respect to payment of an undisputed invoice) for 10 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such service suspension based on such Customer's delinquency.

7.3. Taxes. Each party is responsible for the tax effects this Agreement imposes upon it. If Customer is tax-exempt, it will provide OpenGov its tax exemption certificate.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of the Professional Services pursuant to the applicable SOW to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the then-current Product Documentation. The foregoing warranty does not apply to (a) any Software Services that have been used in a manner other than as set forth in this Agreement, or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the Agreement and will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect to receive such warranty remedies.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate Intellectual Property Rights of any third party.

8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

9. Limitation of Liability

9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (B) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 9.2 SHALL LIMIT PAYMENTS MADE PURSUANT TO A VALID INSURANCE CLAIM UNDER THE INSURANCE REQUIREMENTS IN EXHIBIT A.

9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims arising out of fraud or willful misconduct by either party; (b) either party's infringement of the other party's Intellectual Property Rights; (c) breach of obligations under Section 3.1; and (d) payment obligations under this Agreement. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF A DATA BREACH EXCEED THREE TIMES (3X) THE FEES PAID OR PAYABLE BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply.

10. Miscellaneous

10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to

OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.

10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.

10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5. Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement, due to any events beyond its reasonable control, including but not limited to acts of god, acts of governmental authority, war, riot, labor disputes, failures of performance by any third-party services, utilities, or equipment failures, or any other events beyond the party's reasonable control. Notwithstanding the foregoing, Customer shall remain obligated to perform its obligations under Section 7.1.1.

10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

10.7. Survival. The following sections of this Agreement shall survive termination or expiration: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.6 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous).

10.8. Assignment. There are no third-party beneficiaries to this Agreement. Neither party may assign, or otherwise transfer this Agreement without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.

10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.

10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.

10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party. No third parties are authorized to modify this Agreement. If there is a conflict between this Agreement and any other attached or incorporated document, the terms of this Agreement will control unless expressly stated otherwise.

10.12. Insurance. OpenGov shall provide the insurance coverages specified in Exhibit A.

11. Piggybacking

11.1. OpenGov agrees that this contract may be referenced by other eligible entities, provided each executes its own agreement with OpenGov reflecting appropriate scope and pricing.

Customer:	Lebanon, OR	**OpenGov, Inc.**	
Signature	____________________	Signature	____________________
Name	____________________	Name	____________________
Title	____________________	Title	____________________
Date	____________________	Date	____________________

Exhibit A
OpenGov Insurance Addendum

This Insurance Addendum applies to OpenGov's Master Services Agreement or End User License Agreement (each the "Agreement"). OpenGov shall carry and maintain insurance for the duration of the Agreement as outlined below.

Insurance Coverage:

1. Commercial General Liability: $1,000,000 per occurrence and $2,000,000 general aggregate. Coverage must include bodily injury, property damage, personal & advertising injury, products, and completed operations.
2. Technology Errors & Omissions/Cyber Liability: $2,000,000 per claim and in the aggregate. Coverage shall be maintained on a continuous basis from the commencement of the Agreement and for at least two (2) years after its termination.
3. Workers' Compensation/Employer's Liability: Workers' Compensation as required by the applicable statute in the state the employee resides. Employer's Liability coverage shall be $1,000,000 each accident; $1,000,000 each employee for disease; and $1,000,000 policy limit for disease.

General Insurance Information:

1. Notice of Cancellation: Notice of cancellation or material change will be provided in accordance with policy provisions.
2. Deductibles and Self-Insured Retentions: OpenGov is responsible for paying any applicable deductibles or self-insured retentions, which are disclosed on the Certificate of Insurance.
3. Rating of Insurers: Coverage placed with insurers rated A-/VII or better by A.M. Best.
4. Primary & Non-Contributory: Commercial General Liability coverage shall be primary and non-contributory with respect to any other insurance available to Customer.

Item # 9.

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MEMORANDUM

City Recorder's Office

To: Mayor Jackola and City Council

Date: June 24, 2026

From: Julie Fisher, City Recorder

Subject: 2026 City Council Candidate Filing Period Opens July 1, 2026

I. INTRODUCTION

The purpose of this memorandum is to provide the City Council with information regarding the upcoming candidate filing period for the November 3, 2026 General Election and to provide a reminder of the candidate filing process and recent amendments to the Lebanon Municipal Code related to elective office filings.

The candidate filing period will open on **July 1, 2026**, and will close at **4:00 p.m. on July 31, 2026**. The City Recorder's Office will provide information regarding the election process through the City website, press releases, and social media outreach.

II. CURRENT REPORT

At the November 3, 2026 General Election, Lebanon voters will elect candidates for the following offices:

- **Mayor (2-Year Term)** – currently held by Kenneth E. Jackola
- **Councilor, Ward 1 (4-Year Term)** – currently held by Marcellus Angellford
- **Councilor, Ward 2 (4-Year Term)** – currently held by Dave Workman
- **Councilor, Ward 3 (4-Year Term)** – currently held by Michelle Steinhebel

The Lebanon City Council is composed of a Mayor elected at-large and six Councilors elected by Ward. The City recently amended the Lebanon Municipal Code to establish clearer candidate filing procedures, including a revised filing timeline, defined filing hours, and updated procedures consistent with changes to Oregon election law. The new filing period begins on the first business day of July and ends on the last business day of July.

A significant change for the 2026 election cycle is the state requirement that incumbent candidates seeking re-election to the same office must file seven (7) days prior to the filing deadline for non-incumbent candidates. Therefore:

- **Incumbent filing deadline:** Wednesday, July 22, 2026, by 4:00 p.m.
- **Non-incumbent filing deadline:** Friday, July 31, 2026, by 4:00 p.m.

Individuals appointed to an elective office who are seeking election to that position are not considered incumbents for filing deadline purposes and must file by the July 31, 2026 deadline.

Candidates may file for office by either:

1. Paying the required $25 filing fee; or
2. Filing by petition through the collection of required signatures.

Candidates filing by petition must receive approval of the petition form prior to circulating signatures. Petition signatures must be verified through Linn County Elections before submission to the City Recorder's Office. Candidates are encouraged to begin the petition process early and allow sufficient time for signature verification and submission before the filing deadline. Candidate information, filing forms, qualifications, and election resources are available on the City's website at: https://www.lebanonoregon.gov/192/City-Elections

To qualify as a candidate for Lebanon City Council, individuals must meet applicable City Charter and state requirements, including being a Lebanon resident, a registered voter, and reside within the Ward they seek to represent (unless running for Mayor).

The City Recorder's Office will continue providing election information and candidate resources throughout the filing period to assist prospective candidates and promote awareness of the upcoming election process.

III. RECOMMENDATION

This memorandum is provided for Council information. No action is required.