



LEBANON CITY COUNCIL REGULAR MEETING AND EXECUTIVE SESSION AGENDA

December 11, 2024 at 6:00 PM

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

MISSION STATEMENT

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

Mayor: Kenneth Jackola

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

Councilor Jeremy Salvage | Councilor Kim Ullfers | Councilor Dave Workman

6:00 PM – CITY COUNCIL REGULAR SESSION

CALL TO ORDER / FLAG SALUTE

ROLL CALL

CONSENT CALENDAR

The following item(s) are considered routine and will be enacted by one motion. There will not be a separate discussion of these items unless a Councilor so requests. In this case, the item(s) will be removed from the Consent Calendar and considered separately.

- 1. AGENDA:** Lebanon City Council Agenda – December 11, 2024
- 2. APPROVAL TO AWARD:** Engineering Services Contract - Cheadle Lake
- 3. BOARD MINUTES:**
Parks, Trees & Trails Advisory Committee - July 17, 2024
- 4. CANVASSING ELECTION RESULTS:** General Presidential Election November 5, 2024
- 5. COUNCIL MINUTES:** November 13, 2024 Joint Planning Commission and City Council Work Session
November 13, 2024 Work Session and Regular Session
- 6. LIQUOR LICENSE:** Game Time Sports Bar and Grill

PRESENTATION / RECOGNITION

7. Lebanon Downtown Association - Executive Director Shellie Jackola
8. Republic Services - Julie Jackson

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 December 10, 2024**. The City Recorder will distribute comments to the Mayor and Council prior to the meeting.

PUBLIC HEARING(S)

REGULAR SESSION

- 9.** Resolution No. 2024-29 - A Resolution Repealing Resolution No. 2023-18 and Approving Republic Services Rate Increases
- 10.** City of Lebanon Strategic Plan Adoption
- 11.** Ordinance Bill No. 2024-15, Ordinance No. 3031 - A Bill for an Ordinance Adopting the Provisions of Oregon Revised Statutes (ORS) Sections 307.540 to 307.548, Regarding Non-Profit Corporation Low-Income Housing.
- 12. Department Report:**
 - Administration
 - Community and Economic Development
 - City Recorder
 - Engineering
 - Finance
 - Human Resources
 - Informational Technologies
 - Police Department
 - Public Works Department
 - Senior Center/LINX

ITEMS FROM COUNCIL

PUBLIC/PRESS COMMENTS

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

NEXT SCHEDULED COUNCIL MEETING(S): January 8, 2024 at 6 PM.
City Council Training: January 22, 2024 at Noon

EXECUTIVE SESSION

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

- 13.** Per ORS 192.660(2)(i) to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. (City Attorney)
- 14.** Per ORS 192.660(2)(a) To consider the employment of a public officer, employee, staff member or individual agent. (City Manager)

REGULAR SESSION

Council may reconvene into open session should action be required.

- 15.** City Manager Contract Approval

ADJOURNMENT

INSTRUCTIONS FOR TESTIFYING ON AGENDA AND NON-AGENDA ITEMS:

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

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

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

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to the City Recorder at 541.258.4905.



925 S. Main Street
Lebanon, Oregon 97355

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

MEMORANDUM

Engineering Services

To: Mayor Jackola and City Council

Date: December 2, 2024

From: Ron Whitlatch, Engineering Services Director

Subject: **Approval to Award Engineering Service Contract**
Cheadle Lake Park Improvements Project Design
Project No. 23704

I. INTRODUCTION

City Staff is working with Udell Engineering to finalize a conceptual plan for the proposed improvements at Cheadle Lake Park. Udell Engineering has completed the park's topographic survey and the design for the Utility Extension Project, which was constructed late last year. The project is being funded by a 2.6-million-dollar grant from the State of Oregon, a 1.0-million-dollar Large Government Grant, and Parks System Development Charges funds.

To keep the project moving forward so that construction can begin after the 2025 Strawberry Festival, Staff is proposing to have Udell Engineering, through direct appointment, start the design as soon as the conceptual plan has been approved. Staff has consulted with the City Attorney, who agrees that Udell Engineering may be awarded the contract through direct appointment pursuant to ORS 279C.115.

ORS 279C.115 (2) provides that "A contracting agency may enter into a contract for architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services directly with a consultant if the project described in the contract consists of work that has been substantially described, planned, or otherwise previously studied or rendered in an earlier contract with the consultant that was awarded under rules adopted under ORS 279A.065 and the new contract is a continuation of the project." Staff considers this Contract a continuation of the original contract with Udell Engineering.

II. RECOMMENDATION

I recommend the City Council pass a motion to award Udell Engineering the Engineering Service Contract for \$251,995.40.



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

**Cheadle Lake Park Improvements - Phase 1
Project No. 23704
Civil Engineering, Architectural and
Landscape Design**

Item # 2.

Engineering Services
925 S. Main Street
Lebanon, Oregon 97355

TEL: 541.258.4923
FAX: 541.258.4954
www.lebanonoregon.gov
engineering@lebanonoregon.gov

ARTICLE I: SCOPE

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

ARTICLE II: MODIFICATIONS

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

ARTICLE III: RESPONSIBILITIES OF THE ENGINEER

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

RE: *Agreement To Provide Engineering Services - Udell Engineering & Land Surveying, LLC
Cheadle Lake Park Improvements - Phase 1, Project No. 23704
Civil Engineering, Architectural and Landscape Design*

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

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

ARTICLE IV: RESPONSIBILITIES OF THE CITY

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

ARTICLE V: COMPENSATION

The CITY agrees to pay for the services in Article I in accordance with the compensation provisions in this Agreement. As consideration for providing the engineering services as defined in Article I, the CITY will pay the ENGINEER for actual hours worked by position or crew, and for office and field supplies, at the applicable rates listed herein. There will be no compensation for the operation of company-owned vehicles. Compensation for other direct expenses will be at cost plus 10 percent. The total compensation for all services shall not exceed a total of **\$251,995.40** without prior written authorization from the CITY.

Payment will be made within 30 days after the receipt of billing for each service rendered during the month. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of 1 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless

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delay in payment is due to a contested billing. The CITY has the right to appeal or ask for clarification on any ENGINEER billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with Article V.

ARTICLE VI: INDEMNIFICATION

The ENGINEER agrees to indemnify and hold harmless the CITY, its agents, officers, and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses to the extent caused by the negligent or intentional misconduct, errors, or omissions of the ENGINEER, its officers, employees, or agents.

ARTICLE VII: INSURANCE

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

- A. Commercial General Liability insurance covering bodily injury, death and property damage on an Occurrence Form providing not less than \$1,000,000 per occurrence for bodily injury and property damage with not less than a \$2,000,000 General Aggregate. The CITY, its agents, officers, and employees shall be listed as an "Additional Insured" as respects this Agreement.
- B. Automobile Liability insurance covering all owned, non-owned, or hired vehicles providing not less than a \$1,000,000 per occurrence limit for any owned, non-owned or hired autos.
- C. Workers' Compensation insurance as required by Oregon Revised Statutes and including Employers' Liability insurance with limits not less than \$500,000.
- D. Professional Liability insurance with a limit not less than \$100,000 per occurrence and \$300,000 aggregate.

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

ARTICLE VIII: ASSIGNMENT

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

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Cheadle Lake Park Improvements - Phase 1, Project No. 23704
Civil Engineering, Architectural and Landscape Design*

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

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

ARTICLE IX: INTEGRATION

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

ARTICLE X: SUSPENSION OF WORK

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

ARTICLE XI: TERMINATION OF WORK

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

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

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Cheadle Lake Park Improvements - Phase 1, Project No. 23704
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ARTICLE XII: FORCE MAJEURE

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

ARTICLE XIII: DISPUTE COSTS

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

ARTICLE XIV: COURT OF JURISDICTION

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

RE: Agreement To Provide Engineering Services - Udell Engineering & Land Surveying, LLC
Cheadle Lake Park Improvements - Phase 1, Project No. 23704
Civil Engineering, Architectural and Landscape Design

**UDELL ENGINEERING
& LAND SURVEYING, LLC:**

Date

Signature

Print Name

Title

Mailing Address

City, State, Zip

Telephone

Corporation Tax No. (If Incorporated)

Social Security Number (If Individual)

CITY OF LEBANON, OREGON:

Date

Signature

Ron Whittlatch

Print Name

Interim City Manager

Title

APPROVED AS TO FORM:

Signature

John E. Kennedy

Print Name

City Attorney

Title

RE: *Agreement To Provide Engineering Services - Udell Engineering & Land Surveying, LLC
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ATTACHMENT 'A'

SCOPE OF WORK/STANDARD BILLING RATES

Udell Engineering & Land Surveying, LLC

63 East Ash Street, Lebanon, OR 97355
Ph: 541-451-5125 • Fax: 541-451-1366

PROPOSED PROFESSIONAL SERVICE AGREEMENT

DATE: November 19, 2024

PROJECT: 22-287 City of Lebanon Cheadle Lake – Phase 1 Development

This AGREEMENT is by and between:

**City of Lebanon
C/O: Ron Whitlatch
925 Main Street
Lebanon, Oregon 97355
(541) 258-4269**

Here after referred to as CLIENT, and Udell Engineering & Land Surveying LLC, here after referred to as CONSULTANT for engineering and/or land surveying services, who agrees as follows:

CLIENT desires to engage CONSULTANT to provide professional services in connection with CLIENT'S project.

SCOPE:

To provide Civil Engineering, Architecture (Agate Architecture as Sub-consultant), Landscape Architecture (Satre Group as Sub-consultant) for Cheadle Lake Park Phase 1 and Weirich Drive Frontage as conceptually identified on the Exhibit C map:

- | | |
|---|--------------|
| 1. Additional Topographic Survey Work to Update Previous Survey with Recently Constructed Trail Segment, Waterline Infrastructure in Weirich Dr. and Sewer Infrastructure in Weirich Dr. | \$ 5,600.00 |
| 2. Civil Engineering Design Service for the Expansion of Weirich Drive Across the Project Frontage to Include a Multi-Use Path, Curb and Gutter, Street Widening and Transition Tapers. | \$ 43,800.00 |
| 3. Civil Engineering Design Service for Phase 1 Parking Lot including Paving, Striping, Grading Drainage and Drainage Calculations for Flow Control, Detention and Pipe Sizing. | \$ 34,800.00 |
| 4. Civil Engineering Design Service for Phase 1 Stage Area and Access Roadway to Stage Area. | \$ 27,900.00 |
| 5. Civil Engineering Design Service for Connecting Multi-Use Paths. | \$ 13,400.00 |
| 6. Architectural Services (including Structural) for Design of Stage Structure and Storage Building Near Stage. See Attached Exhibit B. | \$ 79,520.00 |
| Plus 7% Udell Mark-Up | \$ 5,566.40 |
| 7. Landscape Architectural Services for Design of Landscape and Irrigation Plans for the Stage Area, Stage Access Roadway, Parking Lot and Weirich Drive Planter Strip. See Attached Exhibit C. | \$ 38,700.00 |
| Plus 7% Udell Mark-Up | \$ 2,709.00 |

EXCLUSIONS:

Traffic Engineering, Geotechnical Engineering, Wetland Permit Requirements, and Agency Fees.

UDELL ESTIMATED FEE FOR SERVICES:**\$251,995.40**

ESTIMATED THIRD PARTY FEES: The following are estimated third party fees associated with completing your project:

- N/A

In the event the actual third-party fees are more than the estimated amount, the client is responsible for the actual cost.

TOTAL CONTRACT AMOUNT:**\$251,995.40**

RETAINER AMOUNT: N/A *This is required to be paid prior to proceeding with work.

Retainer amount includes 50% Udell Fee for Services and 100% Third Party Fees.

Any services performed outside the listed scope within this agreement and/or any required reimbursable expenses will be charged in addition to the above estimated amount based on the hourly rates and unit prices as listed in Exhibit A.

DOCUMENTS WILL NOT BE RELEASED AND SURVEYS WILL NOT BE RECORDED WITHOUT PAYMENT IN FULL

SERVICES:

For the performance of its service, CONSULTANT shall be paid by CLIENT in the manner and at the time hereinafter specified, the fee set forth in the attached proposal or rate schedule. The amount and terms of the fee will remain valid through completion of the project

CONSULTANT will provide Civil Engineering Design and/or Surveying Services at the request and direction of the CLIENT or the Client representative. CONSULTANT warrants that its services are performed with the usual thoroughness and competence of the engineering & surveying profession. If errors in staking are discovered liability for such is limited to the cost of re-staking said errors. No other warranty or representation, either expressed or implied is included or intended in CONSULTANT'S proposal, contracts or reports, either written or oral.

CONSULTANT will keep confidential all information and documents developed in association with the Client's Project. CONSULTANT will distribute project information and documents only to those persons, agencies and organizations specifically designated by CLIENT or its authorized representative. All data, reports, calculations, drawings, estimates and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT.

This agreement will terminate automatically upon completion by the CONSULTANT of the services required by the AGREEMENT.

REGARDING THIRD PARTY FEES REQUIRED TO COMPLETE THE PROJECT BY THE CITY, COUNTY, OR STATE:

Unless expressly stated above, all administrative fees required by the city, county or state for recording, applications, title company reports, or permits are the sole responsibility of the client. You will be given the amount of the fee and asked to issue a check to the appropriate agency for that amount. When we have received your check, we will deliver it along with the survey, application or permit to the proper agency.

BILLING:

Invoices will be issued at the end of each month or upon completion of the services and are due and payable upon receipt. Invoices are considered delinquent Thirty Days (30) after the date on the initial invoice. If invoices are not paid in full prior to delinquency, CLIENT agrees to pay interest on the unpaid amount at the rate of 1.5% per month (annual rate 18%) from the delinquency date. All payments received shall first be credited to payment of interest, and then to the principal balance. CONSULTANT may at its discretion withhold delivery of services or documents pending receipt of full payment for all services rendered.

LIMITATION OF LIABILITY:

UDELL ENGINEERING AND LAND SURVEYING, LLC'S, (THE CONSULTANT), LIABILITY UNDER THIS CONTRACT OR AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF THE CONSULTANT'S FEE, EITHER FIXED OR HOURLY. IN NO EVENT SHALL THE CONSULTANT BE HELD LIABLE FOR THE CLIENT'S, OWNER'S OR OTHER SUBCONTRACTOR'S FAILURE TO FOLLOW THE DESIGNS OR WORK OF THE CONSULTANT. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY SUPERVISION OR CONTROL OF THE CLIENT, OWNER OR OTHER SUBCONTRACTORS AS IT RELATES TO THE CONSULTANT'S WORK PRODUCT OR DESIGNS UNLESS EXPRESSLY SET FORTH IN WRITING AND ACKNOWLEDGED BY THE CONSULTANT. THE CLIENT OR OWNER AGREES TO DEFEND AND INDEMNIFY UDELL ENGINEERING AND LAND SURVEYING, LLC FOR ANY DEMAND, CLAIM OR LAWSUIT ASSERTED AGAINST THEM THAT EXCEEDS THE SCOPE AND/OR LIABILITY OF THE CONSULTANT PURSUANT TO THIS PROVISION.

ATTORNEY FEES:

If any dispute arises out of this AGREEMENT, including non-payment for services rendered, the prevailing party shall be entitled to attorney fees.

SEVERABILITY:

If any provision of this AGREEMENT will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

WORK WILL PROCEED UPON RECEIPT OF SIGNED SERVICE AGREEMENT AND RETAINER

CONSULTANT:

CLIENT:

(Signature)

(Signature)

Brian Vandetta, Member

Udell Engineering & Land Surveying, LLC

(Print Name)

(Date)

(Date)

Udell Engineering & Land Surveying, LLC

63 East Ash Street, Lebanon, OR 97355
Ph: 541-451-5125 • Fax: 541-451-1366

EXHIBIT A

2024 Fee Schedule

Hourly Rates:

Principal Engineer:	\$ 140.00
Project Engineer:	\$ 110.00
Survey Manager:	\$ 106.00
CADD Technician:	\$ 74.00
Engineering Design Technician	\$ 87.00
Survey Technician:	\$ 77.00
Senior Land Use Planner	\$ 117.00
1 Man Survey Crew:	\$ 92.00
2 Man Survey Crew:	\$ 175.00
2 Man Survey Crew (prevailing wage rates):	\$ 220.00
Office Staff	\$ 60.00

Reimbursable Unit Rates:

Title Reports: ≈	\$400.00 per tax lot
Evening Public Meetings (after 5 p.m.):	\$200.00 + Hourly Rate & Mileage
Mileage (per mile):	\$ 0.58
Copies (per sheet):	
22 x 34	\$ 1.90
11 x 17	\$ 0.67
8.5 x 11	\$ 0.17
Mylars	\$ 25.00

AGATE ARCHITECTURE, LLCArchitect/ Client Agreement V.2**Agreement Date:**

11.18.24

Between the Architects Client:

Brian Vandetta, PE, PLS
Udell Engineering and Land Surveying, LLC
63 East Ash Street
Lebanon, Oregon 97355
541-451-5125

Project:

Cheadle Lake Park Stage and Storage Building

And the Architect:

Agate Architecture, LLC
Michael Soraci, AIA
1577 Pearl St., Ste. 145
Eugene Oregon, 97401

Project Address:

37941 Weirich Dr, Lebanon, OR 97355

Section 1**Architectural Services / Scope:**

Agate Architecture, LLC proposes to provide architectural and structural engineering services to the client for a proposed Stage and Storage Building at the above Project Address. The primary contractual intent of services provided by Agate Architecture is to create a set of Construction Documents to be used for permitting, bidding, and construction by the client for the construction of the Scope as code, budget, and other constraints allow.

Scope Outline:

The primary scope of work is a 3200 sf. Stage and an 800 sf Storage Building. Please see Exhibit 1 attached for additional scope information.

Building Design Information:

The architect and the architects structural engineering consultant, Branch Engineering, Inc., will design the proposed scope per industry best practices and applicable codes. The Stage design will strive to be linked to the rich history of the City of Lebanon, be efficient, and attractive.

Professional Consultants:

See Section 2, Sub Section 7 for consultant fee information.

Branch Engineering, Inc. will provide structural engineering services for the Stage and Storage Building. Please see Exhibit 2 attached herein.

In addition to the architectural and structural engineering services provided under this contract, the architect requires the following to properly execute the scope of work:

1. Geotechnical Engineering services.
 - a. Agate Architecture can add these services to this contract upon client request or the client

AGATE ARCHITECTURE, LLC

can supply the completed report to Agate Architecture

Section 2:

Base Services Description:

1. 1. Schematic Design Phase:
 - 1) In coordination with Udell Engineering and Land Surveying, LLC and The Satre Group, create as-Built Plans of the property needed to execute the scope.
 - 2) Perform land use analysis and prior permit history research as needed to execute the scope of work.
 - 3) Utility analysis relative to the project scope.
 - 4) Building Code analysis relative to project scope, specific to health, safety, and welfare.
 - 5) Create and present conceptual options based upon architect / client communications. Revise and resubmit as needed.
 - 6) Proceed to next project phase with client's authorization.
2. Design Development:
 - 1) As applies to scope, begin administratively preparing drawing package as technically and aesthetically needed to obtain a preliminary bid, permit approval, and effectively communicate design intent.
 - 2) Proceed to next project phase with client's authorization.
3. Construction Document Phase:
 - 1) Development of all plans, sections, elevations, schedules, and details as needed to execute the scope of work.
 - 2) Complete the Construction Documents for submission to the local building jurisdiction for permitting and construction.
 - 3) Complete the items and intake steps required by the Building Department Permit Intake Checklist.
4. Permitting and Bidding:
 - 1) The architect will submit the construction documents to the Client and the Client will manage all required documents.
 - 2) Generate required addenda which are in response to the permit submission and submit to building department for approval as needed.
 - 3) Architect to provide the client a hard and digital copy of the approved plans.
5. Construction Administration:
 - 1) Consists of site meetings and consulting with the builder and client to observe the execution of the work, clarify and solve any issues which might come up during construction, and to ensure the construction meets the intent of the design. The architect will be on site as needed and requested. At the end of the construction process, before Final Inspection, the architect will walk through the project with the contractor and generate a Punch List. The architect will perform a one-year warranty walk-through with the contractor and owner. The architect will provide Observation Reports, post all formal site visits.
 - 2) See Section 2, Sub Section 7 for Construction Administration fee information.
6. Additional Work and Change Orders:

Additional Work or Change Orders may be required and/or requested by the client. They will be billed at the hourly rate of \$130.00 per hour for the architect and at Branch Engineering, Inc.'s standard hourly fee schedule rates. These items are defined as:

 - 1) Additional Work – this is any work that is outside of the previously understood scope of the project and is requested by the client.
 - a. Upon client approval to proceed, Agate Architecture, LLC is to create a new Sub-Contract which will administer the Additional Work.

AGATE ARCHITECTURE, LLC

- 2) Change Order – this is any unforeseen work that is deemed critical by a contractor, inspector, or the client that may require a Supplemental Information package to be submitted to the Building Department.
 - a. Agate Architecture, LLC is to perform work only via client written request. Upon client approval to proceed, Agate Architecture, LLC is to create a new Sub-Contract which will administer the Change Order Work.

A not to exceed fee without client approval maximum value will be assessed to Additional Work and Change Orders per occurrence.

7. Fees:

- 1) The fee for professional services provided by Agate Architecture, LLC and its' consultant will be provided as a Fixed fee of \$79,520.00. Construction Administration fees are exclusive of the Fixed Fee. See the fee schedule below in Section 7.4.
- 2) Construction Administration Services provided by Agate Architecture, LLC will be billed at the hourly rate of \$130.00 per hour and at Branch Engineering, Inc.'s standard hourly fee schedule rates.
- 3) Consultants to the Architect as outlined in Section 1 of the contract shall have their total fee marked up 10%.
- 4) Fee Schedule: The fixed fee shall be billed per the following schedule:
 - 15% due at 50% completion of Schematic Design Phase and Design Development Phase
 - 15% due at 100% completion of Schematic Design Phase and Design Development Phase
 - 20% due at 100% completion of the Design Development Phase
 - 40% due at 100% completion of the Construction Document Phase
 - 10% due at Permit Issuance.
- 5) Please note that if the project is terminated or the permit submittal is delayed for any reason, the client and architect shall negotiate the fee terms to avoid the delay of payment to the architect. The architect shall be compensated for all services and reimbursables rendered.

8. Additional Fees, Expenses, and Terms:

- 1) Design Professionals that the Architect and Client mutually agree will be Consultants to the Architect shall contract directly with the Architect. The Architect will mark up all Consultant Invoices by 10% overhead fee. This markup shall occur per invoice.
- 2) Payments to Agate Architecture, LLC for services rendered are due and payable **15 days** from the date of the invoice. Amounts unpaid 10 days after the invoice due date shall bear interest at the rate of 2% per every five-business day cycle until the full invoice plus interest amount is completely satisfied.
- 3) If payment is 15 days or later from the respective invoice due date(s), Agate Architecture LLC will stop all work on the project until all outstanding invoice balances are paid in full.
- 4) Invoices are issued to the client provided email address as noted in this agreement.
- 5) Reimbursable Expenses typically include print reproductions and jurisdictional fees paid by the architect on the request of the client.
- 6) In-House Printing Fees are:
 - Arch D black and white = \$6.00 p/ sheet
 - Arch D Color = \$16.00 p/ sheet
 - 11x17 black and white = \$50 cents p/ sheet
 - 11x17 color = \$2.00 cents p/ sheet
 - Small quantity Letter size is at no cost to client. Large quantity letter size will be charged at a rate of \$0.20 p/ black and white sheet and \$0.50 p/ color sheet.

AGATE ARCHITECTURE, LLC

- 7) All reimbursable expenditures will be itemized on invoices per billing cycle. Receipts will be made available upon request. The architect does not markup reimbursable expenses. Reimbursable expenses over \$500.00 shall be reimbursed to the architect within 5 business days of the transaction.
- 8) The owner is responsible for paying all jurisdictional fees for construction permits unless otherwise agreed upon between the architect and client during the duration of the project scope.
- 9) Professional fees outside of this agreement are the responsibility of the owner. This agreement can be amended anytime to include other professional services on a case-by-case basis.

Section 3: **Agreement:**

Between: Agate Architecture, LLC & and Udell Engineering and Land Surveying, LLC (client)

1. Agate Architecture, LLC will provide architectural services related to the construction of the above-mentioned project and will provide to the owner a set of permit drawings and applicable construction documents, which will be used in the construction of the project per the above.
2. Agate Architecture, LLC does not provide fully rendered realistic drawings; those can be provided by consultants.
3. Determination of applicable codes and / or the client's budget may restrict the project, in the event of inability to construct based upon restrictions; Agate Architecture, LLC and / or the client may terminate this agreement. Additionally, there are frequent conflicts between the various local, state, and federal codes and regulations and Agate Architecture will attempt to comply where possible, but it is impossible to guarantee 100% compliance. Termination notice shall be provided in writing via email or hardcopy to said Architect address below and client mailing address.
4. If this agreement is terminated at any phase for any mutually agreed upon bona fide reason, then only design expenses and reimbursable expenses accrued to that point will be billed. Agate Architecture, LLC shall be paid for services rendered, and not beyond that point, in the event of an unforeseen work termination.
5. The design is the intellectual property of Agate Architecture, LLC and may not be used without written permission, except the client and building owner may use the approved plans to facilitate normal business operations, including licensure, and egress plans. Agate Architecture, LLC and its consultants shall be deemed the authors and owners of their respective designs, including drawings and specifications (collectively, the "Instruments of Service"), and shall retain all common law, statutory, and other reserved rights, including copyrights. Agate Architecture, LLC grants the client a nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the project per this contract. In the event the client uses the Instruments of Service without retaining approval by the authors of the Instruments of Service, swift legal action will be taken. Any use that is not authorized by Agate Architecture, LLC implies said firm and its' architects will be held harmless. Authorized use requires a mutually executed Hold Harmless agreement. All unauthorized use implies that the client releases and agrees to defend, indemnify, and hold harmless Agate Architecture, LLC and its consultant(s) from all claims and causes of action arising from such uses.
6. With permission from the client, Agate Architecture, LLC may photograph the completed project and use the images for marketing purposes.
7. All construction methods, safety, protection from weather during construction, staging, shoring, excavation, and sequencing will be the responsibility of the Contractor.
8. The Architect will take all reasonable steps to ensure that its Instruments of Service shall comply with applicable federal, state, and local statutes and regulations.
9. Agate Architecture, LLC shall indemnify and hold harmless the Owner for damages that arise because of the negligent errors or omissions by Agate Architecture, LLC, its employees, its agents, or its consultants.

AGATE ARCHITECTURE, LLC

- 10. Litigation: In case of a dispute, standard mediation is required before any other litigation then binding arbitration is required, if the dispute cannot be settled amicably by arbitration and the dispute enters litigation, the unsuccessful party must pay attorney’s fees. The initial venue shall be in Eugene, Oregon.
- 11. Agate Architecture’s liability will be consistent with the Certificate of Coverage.

Please review the above proposal and sign below if acceptable. Please return a signed physical or digital copy to Agate Architecture, LLC,
Thank you.

This agreement entered as of the day and year written on page one.

Client (signature)

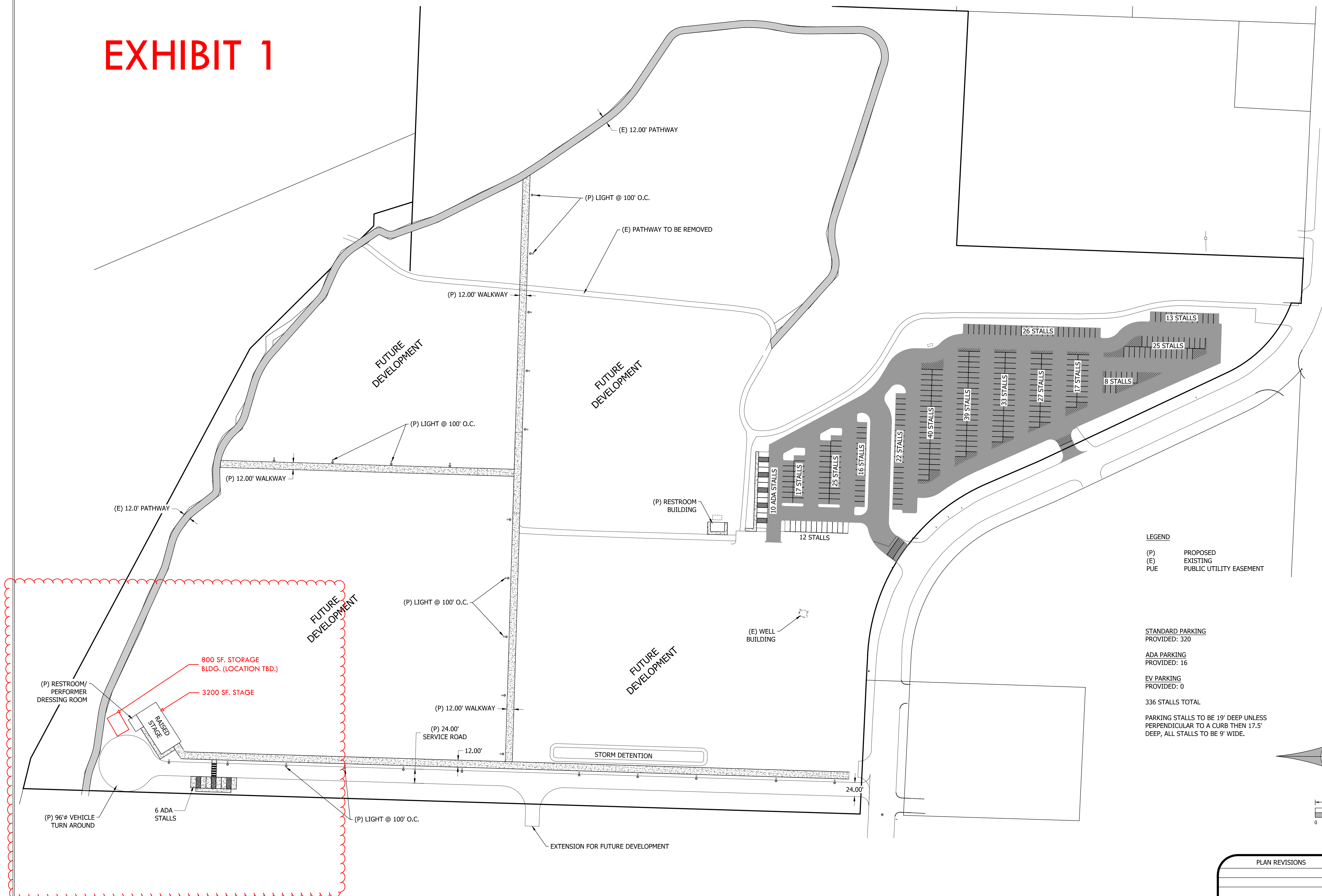


Architect (signature)

(printed name)

Michael Soraci, AIA
(printed name)

EXHIBIT 1

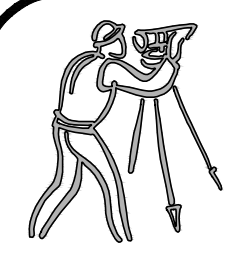
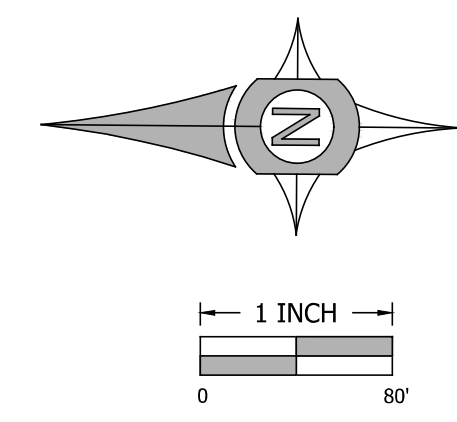


LEGEND

(P) PROPOSED
 (E) EXISTING
 PUE PUBLIC UTILITY EASEMENT

STANDARD PARKING PROVIDED: 320
 ADA PARKING PROVIDED: 16
 EV PARKING PROVIDED: 0
 336 STALLS TOTAL

PARKING STALLS TO BE 19' DEEP UNLESS PERPENDICULAR TO A CURB THEN 17.5' DEEP, ALL STALLS TO BE 9' WIDE.



CLIENT:
 CITY OF LEBANON
 925 MAIN STREET
 LEBANON, OREGON 97355

UDELL ENGINEERING AND LAND SURVEYING, LLC
 63 EAST ASH ST.
 LEBANON, OREGON 97355
 (541) 451-5125 PH.
 (541) 451-1366 FAX

PRELIMINARY PHASE 1 SITE PLAN
 CITY OF LEBANON
 CHEADLE LAKE MASTER PLAN
 LEBANON, OREGON

DATE: NOVEMBER 5, 2024
 PROJECT: 22-287 CHEADLE LAKE WATERLINE
 DRAWN BY: NDI, MLM
 CHECKED BY: BSV

PLAN REVISIONS	DATE

Sheet **C1.2**
 SCALE: SEE BARSCALE

AGREEMENT FOR PROFESSIONAL SERVICES



DATE: November 14, 2024

PROJECT NO: TBD

CLIENT: Agate Architecture, LLC
Michael Soraci, AIA
1577 Pearl St, Eugene, OR 97401

BILL TO: Client

CONTACT: Michael Soraci

phone: (541) 520-4558
cell: _____
email: michael@agatearchitecture.com

CLIENT hereby requests and authorizes Branch Engineering, Inc. (BEI) to perform the following services

LOCATION: CHEADLE LAKE PARK IMPROVEMENTS

SCOPE: Structural engineering design of a stage structure and storage building. Provide drawings, details, and structural calculations for the owner's use in permitting & construction.

COMPENSATION to be on the basis of: T&M - Project budget provided by you \$28,400 (minimum of 172 hours of billable services.)

Signing this agreement shall be specific authorization by CLIENT for BEI to proceed with the services described in this agreement and the attached 12 provisions. Invoices are due and payable by CLIENT in full on receipt. A \$50 fee will be charged for a returned (NSF) check. Interest at the rate of 1.5% per month will be charged to CLIENT on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

Accepted for CLIENT
SIGNED: MICHAEL SORACI, AIA



PRINTED: Michael Soraci, AIA

TITLE: Architect, Owner

DATE: 11.15.24

Accepted for BEI
SIGNED: Josh Annett
2024.11.14 17:47:39-08'00'

PRINTED: JOSHUA J. ANNETT

TITLE: STRUCTURAL DEPT. MANAGER

DATE: 11/14/2024

PROVISIONS

- 1. AUTHORIZATION TO PROCEED:** Signing this agreement shall be specific authorization by CLIENT for BEI to proceed with the services described in this agreement.
- 2. DIRECT EXPENSES:** Direct Expenses shall be those costs incurred by BEI on or directly for the CLIENT'S project, including but not limited to: necessary transportation costs (including mileage at BEI current rate when its company vehicles are used), meals and lodging, printing and binding charges. Reimbursement for these Expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by BEI.
- 3. COST ESTIMATES:** Any cost estimates provided by BEI will be on the basis of experience and judgment, but since BEI has no control over market conditions or bidding procedures, BEI cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
- 4. PROFESSIONAL STANDARDS:** BEI shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the community of the CLIENT'S project, for the professional and technical soundness, accuracy and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. BEI makes no other warranty, expressed or implied.
- 5. TERMINATION:** Either CLIENT or BEI may terminate this Authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay BEI in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this authorization shall be terminated upon completion of all applicable requirements of this authorization.
- 6. ARBITRATION REQUIRED:** Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.
- 7. ELECTRONIC FILES:** BEI will perform a service and provide paper copies to client. BEI will retain all ownership, rights and control of electronic files.
- 8. LEGAL EXPENSES:** In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this agreement, or that arise out of or relate to this agreement, the prevailing party shall be entitled to reasonable attorney's fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or stay litigation or that hears any exceptions or objections to, or requests to modify, correct, or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such court proceedings). In event that this contract is in default and the account is turned over for collections, CLIENT is responsible for all collection costs and expenses and reasonable attorney fees.
- 9. PAYMENT TO BEI:** Progress invoices will be issued monthly by BEI for fees for all on-going work performed under the terms of this agreement until completion. Progress invoices are due and payable by CLIENT in full on receipt. Credit and Debit Card payments are subject to additional service charges. A \$50 fee will be charged for a returned (NSF) check. Interest at the rate of 1.5% per month will be charged to CLIENT on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.
- 10. LIMITATION OF LIABILITY:** The liability of BEI to the CLIENT for any cause or combination of cause is, in the aggregate, limited to an amount no greater than the fee earned under this agreement.
- 11. RIGHT TO LIEN:** This agreement authorizes BEI to lien the owner's property in the event invoiced fees are not paid within the time specified by law.
- 12. ADDITIONS, DELETIONS & OMISSIONS:** This agreement is complete in itself with no verbal or other conditions outside this written contract. No omissions or deletions to this agreement have been made verbally or otherwise. This list of provisions includes a total of 12 (twelve) items.

SERVICES PROPOSAL / AGREEMENT

November 20, 2024

Brian Vandetta PE, PLS
UDELL ENGINEERING AND LAND SURVEYING, LLC
63 East Ash Street
Lebanon, Oregon 97355

Re: Landscape Architectural Services for
Cheadle Lake Park Project, Phase I in
Lebanon, Oregon.

Brian,

Thank you for including The Satre Group in the
Cheadle Lake Park project. We would be honored to
be part of your team.

Project Understanding

We will provide phase I landscape architectural services in coordination with your civil engineering services and Michael Soraci of Agate Architecture will provide architectural services for the stage and storage building while Josh Annett of Branch Engineering will provide structural services for architecture. The phase I area shown in provided draft site plan with a red line includes the parking area, public road frontage adjacent to the parking area, access drive for stage, stage and stage gathering area, and trail connections from the stage area to parking.

Services

The landscape architecture services will include landscape construction documents and ensuring landscape plans are approved for permitting and construction. Construction administration support services will be provided hourly as outlined in the scope of services. Services are as follows:



PRELIMINARY SITE PLAN/ MEETING

The preliminary site plan has been developed which is shown in this proposal and will be the starting point for landscape plans.

- Attend a team meeting to meet with the client and design team, review the preliminary plan, program and schedule.
- Conduct a site visit following the team meeting.
- Confirm landscape code requirements while preparing the preliminary civil plan with survey information for landscape architectural plan development.

DESIGN DEVELOPMENT

Using the preliminary plan as a starting point, generate design development landscape plans:

- Landscape Site Plan.
- Planting Plan which includes planting for stormwater facilities and street trees for phase I
- Irrigation Plan for all landscape areas as part of phase I
- Landscape details as required
- Coordinate development of plans with team.
- Review draft plans with you and team.

DRAFT CONSTRUCTION DOCUMENTS

Prepare draft landscape construction plans (60%):

- Landscape Site Plan
- Planting Plan
- Irrigation Plan
- Landscape details
- Specifications
- Coordinate plans with team.
- Review plans with you and team.

FINAL CONSTRUCTION DOCUMENTS

Prepare final landscape construction plans (100%):

- Landscape Site Plan
- Planting Plan
- Irrigation Plan
- Landscape Details
- Specifications
- Coordinate plans with team.
- Review plans with you and team.

PERMITTING AND BIDDING

Assisting with permit approval process and bidding as necessary. Services include:

- Respond to municipality comments and provide revised landscape plans as necessary.
- Assist with submittal/ processing of permit plans and determined by the team.
- Assume two permit review cycles as part of this proposal.
- During bidding, respond to questions, substitution requests, etc.

CONSTRUCTION ADMINISTRATION ASSISTANCE

These services will be provided as hourly according to the rate schedule provided. Services typically include the following and will be provided as approved in advance:

- Remain on-call during construction and assist as requested.
- Respond to contractor inquiries related to landscape architectural work.
- Conduct site visits at specified intervals and generate field reports. Assume two to three regular site visits.
- Conduct one substantial and one final completion site visit and generate field reports.
- Conduct one final post-construction site visit to confirm all work has been completed.

Additional Services

In the event additional services materialize, we will confirm with how to proceed. Additional services could include:

- Unknown or unanticipated project requirements, such as additional investigations, feasibility analyses, or other needed efforts.
- Services not listed above requested by the client or you and approved by the client.
- Land use applications.
- Completeness review cycles beyond those listed.

- Changes to the plans requested by the client after submitting permit review.
- Changes to the plans after permit issuance.
- Extensive cost estimating or value engineering.
- Other tasks that are not enumerated in the scope of services herein.

Additional Services will be provided on a Time & Materials Basis and billed at the hourly rate shown on the enclosed Compensation Schedule.

Cost of Services

The above outline represents our best professional judgement as to the services required based on our current understanding of the project at this time. Services, excluding reimbursable expenses, application fees and hourly construction administration assistance, will be provided as a Lump Sum and will be billed monthly as services are provided according to the rates on the attached Compensation Schedule and terms as specified by you. The following fees are as follows:

Landscape Design of Parking Lot Area, Storm Detention Area and Associated	26,100.00
Irrigation Design of Landscape Areas	\$12,600.00
Total Fees	\$38,700.00
Construction Administration Assistance	Hourly as Directed

Commencement of Services

We will schedule the work upon receipt of signature below.

We hope this proposal meets your expectations. Please sign below and return to The Satre Group. Again, thank you for the opportunity to be part of the team.

Sincerely,



John Schmidt, ASLA
President/ Landscape Architect
The Satre Group

Encl: Compensation Schedule

Proposal Acceptance

By signing below, Client authorizes The Satre Group to proceed in accordance with this proposal, including the Compensation Schedule and provided Contract Conditions.

Client Name: UDELL ENGINEERING AND LAND SURVEYING, LLC

Mailing Address: 63 E. ASH ST. LEBANON, OREGON 97355

Client (Project) Representative: BRIAN VANDETTA PE, PLS
MEMBER, UDELL ENGINEERING AND LAND SURVEYING, LLC

Telephone: 541-451-5125

Email: brian@udelleng.com

Signed By Authorized Representative (Print Name): BRIAN VANDETTA

Signature: _____

Title: MEMBER

Date: 11-20-2024

COMPENSATION SCHEDULE**2024**

Professional Services and Reimbursable Expenses:

1. PROFESSIONAL SERVICES

Principal/ President/ Landscape Architect	\$ 180.00 / Hour
Associate	\$ 125.00 / Hour
Senior Project Staff	\$ 115.00 / Hour
Project Staff III	\$ 100.00 / Hour
Project Staff II	\$ 85.00 / Hour
Project Staff I	\$ 75.00 / Hour
Intern Staff	\$ 65.00 / Hour
Administrative Staff	\$ 75.00 / Hour

2. PROFESSIONAL SERVICES BY SUB-CONSULTANTS

For the services of outside consultants, charges will be made at 1.1 times the sub-consultant's invoice. Assume no outside consultants currently in our proposal.

3. REIMBURSABLE EXPENSES

Vehicle Mileage	Federal Rate
Commercial Transportation	Actual Cost
Meals and Accommodations	Actual Cost
Commercial Printing and Copying	Actual Cost
Office Black & White Plotting	\$ 6.00 per std. copy
Office Color Plotting	\$ 12.00 per std. copy
Office Black & White Copying, Printing	\$.18 per std. copy
Office Color Copying, Printing	\$.66 per std. copy
Postage, Shipping and Delivery	Actual Cost
Maps, Reports, Record Documents	Actual Cost
Permit Fees	Actual Cost

4. CONTRACT CONDITIONS

As provided and reviewed by The Satre Group.



**Parks, Trees, and Trails Advisory
Committee
Meeting Minutes
July 17, 2024**

Committee Present Jan Diamantine, Linda Ziedrich, Anna Creel, Rodney Sell, and City Councilor, Dave Workman.

Committee Absent Rick Barnett and Cindy Kerby

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

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

Approval of Minutes The committee approved the meeting minutes from April 17, 2024.

Discussion

- City of Lebanon Update

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

-
- The city completed the submission of the Local Government Grant from the Oregon Parks and Recreation Department for the Large Government Grant.
- The city completed the submission of the Oregon Historic Cemeteries Grant and successfully passed the technical review.
- The bollards at the skate park have been installed and the fence is complete.
- Park and trail maintenance has ramped up for spring and summer.
- The city is working with Code Enforcement to resolve the sidewalk issues from trees located at the Rite Aid property.
- Mark Slough Plant Walk – April 17, 2024.

- UDV (Urban Design Verification) Presentation

Whitlatch explained that the UDV is a planning project with ODOT that includes Highway 34 and Highway 20 corridors as they go through Lebanon. The purpose of the project is to determine if we have enough safe crossing locations and how pedestrian is our pedestrian connectivity. This project was a public process. The final verification is now available on the City website for viewing.

- Street Tree Planting Project

The Lebanon Garden Club Community Service Committee would like to partner with the City of Lebanon for a street tree planning project. The Garden Club Committee has set aside approximately \$1,000 to start this project in the hopes of planting 10 or less trees on

Williams Street. The Garden Club Committee would like to start this project on Williams Street as it has a wide planter strip, few trees, and needs traffic calming on the East side. Rush mentioned that Engineering would need to approve the planting of the trees, as they need to review the approval from the homeowner, species, location, etc. The city currently has a program where they aid removing trees that are damaging sidewalks or causing other hazards, Rush suggested the Garden Club Committee could possibly assist with the replacement of the correct street tree for the homeowner. The Garden Club and the City will continue to discuss options for this partnership.

- ODF News

Ziedrich provided information from the Oregon Department of Forestry, the ODF sent out a newsletter providing information about a new program that would provide cities with free inventory software to organize their tree inventory. This information can be helpful for grants and other items, but at this time the City of Lebanon does not have the staff to be able to complete this inventory, it would be better suited for a volunteer opportunity such as the Garden Club or BLT.

- BLT Update – Rod / Jan

- Sell asked for an update on the ongoing trail projects:

- ✓ Gills Landing Connector Trail – plans have been received, authorization to bid is approved, this is going out to bid as soon as Gaylan makes a few recommended adjustments.
- ✓ River Park Trail – pending survey.
- ✓ Multi Use Path (Airport Road) – in discussion with utility companies and there are several utility poles that need to be moved. We will also narrow the path to 9 feet rather than try and obtain easements.
- ✓ Beaton Lane – almost complete pending a few signs, inspection was completed today to ensure the signage worked and the flashing beacons worked.
- ✓ Cheadle Lake – scope of work update should be ready at the next meeting.
- ✓ Wheeler Street – this project is almost 100% SDC eligible, once the city has staff available to work on this project they will get started.

- Build Lebanon Trails current main fundraising focus is for the Georgia Pacific Mill Race Trail, this trail is going to connect all trails from South Urban Growth Boundary to the North part of town. Udell is working on conceptual plans and a cost estimate for this project. This project is expected to begin in 2025.

- May 4, 2024, Fun BLT Fun Run

- Ziedrich asked for clarification regarding the Wheeler Street project, Whitlatch stated this is going to be a multi-use path from Had Irvine Park to N. Williams Street to make a connection.
- Workman asked about the lights at Century Park, he received a concern from a citizen stating the lights at the courts were not working. Rush stated the lights should all be operational, but he will have someone from building maintenance make sure. Rush also stated the city is currently working with Pacific Power to get the electrical service updated

so we can replace the lights and control system at the park.

- Workman asked for assistance with the gravel at the trail that Linn Co. adopted, they have been unable to complete the work. Sell would like BLT and Linn Co. to get a workday scheduled to get this work completed.

- **Public Comments**

Jim McKinnon volunteer with Build Lebanon Trails and Adopt – A – Park.

McKinnon has been approached by citizens regarding garden tours, he mentioned other areas offer garden tours attending garden tours. He believes Lebanon has a big opportunity in front of them regarding this but understands this is volunteer led. The Garden Club approached and stated they are currently in discussions about starting garden tours.

McKinnon stated he has tree posts, he would like to get these over to the city for use. Rush said the city would be happy to take them and could possibly use them for the street tree planting the Garden Club would like to start.

Next Scheduled Meeting

Oct 16, 2024 (2:00 – 3:30 p.m.)

Adjournment

Rod Sell Adjourned the meeting at 2:59 p.m.



925 S. Main Street
 Lebanon, Oregon 97355
 TEL: 541.258.4905
 www.ci.lebanon.or.us

MEMORANDUM

City Recorder's Office

To: Mayor Jackola and City Council
 From: Julie Fisher, City Recorder
 Subject: Certified Election Results

Date: December 11, 2024

Attached for your review and acceptance is the *Abstract of Votes* issued by Linn County for the 2024 General Election.

Measure 22-204 – Fluoridation of the Lebanon public water system.

Yes – 4,194 (48.37%)
 No – 4,477 (51.63%)
 Certified Total Votes – 8,671

Measure 22-205 – Prohibition of psilocybin related businesses within the city of Lebanon.

Yes – 4,724 (54.43%)
 No – 3,955 (45.57%)
 Certified Total Votes – 8,679

City of Lebanon Candidate Election -

Position	Candidates	Certified Total Votes	Certified Total Votes Cast (Including Write-Ins)
Mayor	Kenneth E. Jackola	5,360	5,690
Councilor (Ward 1)	Dominic Anthony Conti	1,610	1,652
Councilor (Ward 2)	Cordero Reid	266	1,741
	David W. McClain	825	
	Kim Ulfers	628	
Councilor (Ward 3)	Jeremy Salvage	1,817	1,855

I hereby declare Measure 22-204 as failed; Measure 22-205 as passed; Kenneth E. Jackola as Mayor of Lebanon for a 2- year term; Dominic Anthony Conti as Councilor for Ward 1; David W. McClain as Councilor for Ward 2; and Jeremy Salvage as Councilor for Ward 3 (all councilors serve a 4-year term).

Per ORS Chapter 254, these officials will receive their Certificate of Election prior to being sworn into office at the January 8, 2025 City Council meeting.

Council Motion Required: Move to accept the Certified Election Results as submitted by the City Recorder under the Consent Calendar.

Office Report
Linn County

General Presidential Election November 05, 2024

All Precincts, All Districts, All Counter Groups, All Scan Stations, All Contests, All Boxes

Final and Official Certified Copy can be viewed in the Lebanon City Records Office

City of Lebanon - Mayor (Vote for 1)

9,264 ballots (1 over voted ballots, 1 overvotes, 3,573 undervotes), 13,794 registered voters, turnout 67.16%

Kenneth E Jackola 5,360 94.20%

Write-in 330 5.80%

Total 5,690 100.00%

Overvotes 1

Undervotes 3,573

City of Lebanon Councilor - Ward I (Vote for 1)

3,035 ballots (0 over voted ballots, 0 overvotes, 1,383 undervotes), 4,491 registered voters, turnout 67.58%

Dominic Anthony Conti 1,610 97.46%

Write-in 42 2.54%

Total 1652 100.00%

Overvotes 0

Undervotes 1,383

City of Lebanon Councilor - Ward II (Vote for 1)

2,762 ballots (0 over voted ballots, 0 overvotes, 1,021 undervotes), 4,379 registered voters, turnout 63.07%

David W McClain 825 47.39%

Kim Ullfers 628 36.07%

Cordero Reid 266 15.28%

Write-in 22 1.26%

Total 1,741 100.00%

Overvotes 0

Undervotes 1,021

City of Lebanon Councilor - Ward III (Vote for 1)

3,467 ballots (1 over voted ballots, 1 overvotes, 1,611 undervotes), 4,924 registered voters, turnout 70.41%

Jeremy Salvage 1,817 97.95%

Write-in 38 2.05%

Total 1,855 100.00%

Overvotes 1

Undervotes 1,611

22-204 Fluoridation Lebanon Public Water System (Vote for 1)

9,264 ballots (2 over voted ballots, 2 overvotes, 591 undervotes), 13,794 registered voters, turnout 67.16%

Yes 4,194 48.37%

No 4,477 51.63%

Total 8,671 100.00%

Overvotes 2

Undervotes 591

22-205 Prohibition of Psilocybin within the city of Lebanon (Vote for 1)

9,264 ballots (1 over voted ballots, 1 overvotes, 584 undervotes), 13,794 registered voters, turnout 67.16%

Yes 4,724 54.43%

No 3,955 45.57%

Total 8,679 100.00%

Overvotes 1

Undervotes 584



LEBANON JOINT CITY COUNCIL AND PLANNING COMMISSION WORK SESSION MINUTES

November 13, 2024 at 4:30 PM

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

MISSION STATEMENT

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

Mayor: Kenneth Jackola

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

Councilor Jeremy Salvage | Councilor Kim Ullfers | Councilor Dave Workman

PRESENT

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

ABSENT

- Councilor - Ward 3 Jeremy Salvage

PLANNING COMMISSION MEMBERS

- Chairman Don Roberts
- Commissioner Karisten Baxter
- Commissioner Kristina Breshers
- Commissioner Don Fountain
- Commissioner Lory Gerig-Knurowski
- Commissioner Shlya Mallow
- Commissioner Michael Miller

ABSENT

- Commissioner W. Angella

STAFF

- Interim City Manager Ron Whitlatch
- City Attorney Tre' Kennedy
- Community Development Director Kelly Hart
- City Recorder Julie Fisher
- IT Director Brent Hurst

4:30 PM – CALL TO ORDER WORK SESSION

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

The Work Session was Called to Order at 4:30 PM.

DISCUSSION ITEMS**1. Housing Production Strategy Code Updates**

Community Development Director Hart and MIG consultants Brandon Crawford and Darci Rudzinski presented the updates to the Housing Production Strategy Code. The discussion included a review of the draft code and policy, drafted Comprehensive Plan amendment, and high priority code amendments and reason for the consultants' recommendations. Off street parking requirements were reviewed with the consensus of requiring 2 off street parking with additional discussion at a later date. Other discussion was had regarding manufactured homes minimum width and maximum lot coverage.

ADJOURN WORK SESSION

The Work Session was Adjourned at 5:24 PM.



LEBANON CITY COUNCIL WORK SESSION AND REGULAR MEETING MINUTES

November 13, 2024 at 5:30 PM

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

MISSION STATEMENT

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

Mayor: Kenneth Jackola

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

Councilor Jeremy Salvage | Councilor Kim Ullfers | Councilor Dave Workman

PRESENT

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

ABSENT

Councilor - Ward 3 Jeremy Salvage

STAFF

Interim City Manager Ron Whitlatch
Community Development Director Kelly Hart
Finance Director Brandon Neish
Police Chief Frank Stevenson
IT Director Brent Hurst
City Attorney Tre' Kennedy
City Recorder Julie Fisher

5:30 PM – CALL TO ORDER WORK SESSION

The Work Session was Called to Order at 5:30 PM.

DISCUSSION ITEMS

1. Strategic Plan Update - SSW Consulting

Sarah Wilson with SSW Consulting presented Council with a draft Strategic Plan and reviewed each section of the draft plan. The plan will return to Council on the December Agenda for approval and adoption. Staff will conduct a progress report every 6 months and a yearly review and update. Every 5 years a comprehensive update to the plan should be conducted.

ADJOURN WORK SESSION

The Work Session was Adjourned at 5:50 PM.

6:00 PM – CITY COUNCIL REGULAR SESSION

CALL TO ORDER / FLAG SALUTE

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

ROLL CALL

PRESENT

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

ABSENT

- Councilor - Ward 3 Jeremy Salvage

STAFF

- Interim City Manager Ron Whitlatch
- Community Development Director Kelly Hart
- Finance Director Brandon Neish
- Police Chief Frank Stevenson
- IT Director Brent Hurst
- City Attorney Tre' Kennedy
- City Recorder Julie Fisher

CONSENT CALENDAR

The following item(s) are considered routine and will be enacted by one motion. There will not be a separate discussion of these items unless a Councilor so requests. In this case, the item(s) will be removed from the Consent Calendar and considered separately.

Motion to approve the Consent Agenda made by Council President - Ward 3 Steinhebel, Seconded by Councilor - Ward 2 Ullfers.

Voting Yea: Councilor - Ward 1 Dykstra, Councilor - Ward 1 Mann, Councilor - Ward 2 Ullfers, Councilor - Ward 2 Workman, Council President - Ward 3 Steinhebel

1. **AGENDA:** Lebanon City Council Agenda – November 13, 2024
2. **AGREEMENT:** Irrevocable Petition for Future Street Improvements - W Sherman St.
3. **APPOINTMENTS:** Planning Commission: Regina Thompson
4. **BOARD MINUTES:**
 - June, 26, 2024 & September 18, 2024 Planning Commission
 - June 26, 2024 Senior & Disabled Services Advisory Committee
5. **COUNCIL MINUTES:**
 - September 11, 2024 City Council Meeting *Amended
 - October 9, 2024 City Council Meeting
 - October 10, 2024 City Council Town Hall

October 15, 2024 City Council Town Hall
 October 23, 2024 City Council Special Meeting

6. **EASEMENT:** Weldwood Storage
7. **ORDINANCE NO. 3027** - Ordinance Bill No. 2024-11, A Bill for an Ordinance Amending the Lebanon Municipal Code Title 13- Public Services by Deleting Chapter 13.25.120 Discount for Low Income Senior Citizens and Disabled.

PRESENTATION / RECOGNITION

NA

PUBLIC COMMENTS

Shellie Jackola, Executive Director of the Lebanon Downtown Association, presented the Council with an update of activities for the past month and announced upcoming events. It was reported a small business workshop was held to learn how to maximize online presence. Upcoming events include a tree lighting, parade and historic tour. A Downtown Restoration Grant through Oregon Parks and Recreation could award a business up to \$400K. The Lebanon Downtown Association will apply on behalf of the business they feel is the most likely to be awarded the grant.

PUBLIC HEARING(S)

8. Ordinance Bill No. 2024-10, Ordinance No. 3026 - A Bill for an Ordinance Creating Section 3.24 - City Services Fee to the Lebanon Municipal Code.

The public hearing was opened at 6:08 PM.

Interim City Manager Whitlatch presented the staff report. The City Services Fee is the solution to General Fund deficiencies, along with reduction of materials and services and 9.75 FTE. Discussion regarding the fee began April 2024. The City has dedicated a webpage with information regarding the fee and frequently asked questions, held two town hall meetings, and a special meeting to receive public comment. Council added that they have done their due diligence in consideration of the fee.

There were no questions from Council.

The Mayor asked for testimony in favor. There was none.

The Mayor asked for testimony in opposition. There was none.

The public hearing was closed at 6:10 PM.

City Attorney Kennedy read the ordinance by title only.

Motion to approve Ordinance Bill No. 2024-10, Ordinance No. 3026 - A Bill for an Ordinance Creating Section 3.24 - City Services Fee to the Lebanon Municipal Code made by Councilor - Ward 2 Ullfers, Seconded by Councilor - Ward 2 Workman.

Voting Yea: Councilor - Ward 1 Dykstra, Councilor - Ward 1 Mann, Councilor - Ward 2 Ullfers, Councilor - Ward 2 Workman, Council President - Ward 3 Steinhebel

9. Resolution No 2024-27 - Resolution Setting Rates for a City of Lebanon Services Fee

The public hearing was opened at 6:11 PM.

Interim City Manager Whitlatch presented the staff report. On October 23, 2024 the City Council held a special meeting to discuss rates. Consensus of the Council was am \$18 fee per residential single-family door. This closes the deficit based on a 5-year projection. The fee will be reviewed annually as part of the budget process.

There were no questions from Council.
 The Mayor asked for testimony in favor. There was none.
 The Mayor asked for testimony in opposition. There was none.
 The public hearing was closed at 6:12 PM.

City Attorney Kennedy read the resolution by title only.

Motion made to approve Resolution No. 2024-27 - A Resolution Setting Rates for a City of Lebanon Services Fee by Councilor - Ward 2 Workman, Seconded by Council President - Ward 3 Steinhebel.

Voting Yea: Councilor - Ward 1 Dykstra, Councilor - Ward 1 Mann, Councilor - Ward 2 Ullfers, Councilor - Ward 2 Workman, Council President - Ward 3 Steinhebel

10. Ordinance Bill No. 2024-12 - Ordinance No. 3028. A Bill for an Ordinance Annexing and Zoning Property Following Consent Filed with the City Council by Landowners in Said Area Pursuant to ORS 222.120 and ORS 222.170 File A24-03: Christy Kester

The public hearing was opened at 6:15 PM.

City Attorney Kennedy explained the hearing procedures. There was no Exparte', Conflict of Interest, or Bias reported by the Council.

Community Development Director presented the staff report. The property consists of .046 acres and is located at 1021 W. Airport Road. The zoning is identified as Residential Mix Density in the Comprehensive Plan. Utilities are available for connection. The application meets all criterial and was reviewed by the Planning Commission on October 16, 2024 and they recommend approval.

There were no questions from Council.

The applicant was not in attendance.

The Mayor asked for testimony in favor. There was none.

The Mayor asked for testimony in opposition. There was none.

The public hearing was closed at 6:18 PM.

City Attorney Kennedy read the ordinance by title only.

Motion made to approve Ordinance Bill No. 2024-12 - Ordinance No. 3028 by Councilor - Ward 2 Ullfers, Seconded by Councilor - Ward 1 Dykstra.

Voting Yea: Councilor - Ward 1 Dykstra, Councilor - Ward 1 Mann, Councilor - Ward 2 Ullfers, Councilor - Ward 2 Workman, Council President - Ward 3 Steinhebel

11. Ordinance Bill No. 2024-13 - Ordinance No. 3029. A Bill for an Ordinance Annexing and Zoning Property Following Consent Filed with the City Council by Landowners in Said Area Pursuant to ORS 222.120 and ORS 222.170 File A24-04: Linn County

The public hearing was opened at 6:19 PM.

City Attorney Kennedy explained the hearing procedures. There was no Exparte', Conflict of Interest, or Bias reported by the Council.

Community Development Director presented the staff report. The property consists of 0.2 acres and is located at 2187 Mill Street. The zoning is identified as Mixed Use in the Comprehensive Plan. Utilities are available on Russell Street and can be extended. The application meets all criterial and was reviewed by the Planning Commission on October 16, 2024 and they recommend approval.

A Representative from Linn County was present.

There were no questions from Council.

The Mayor asked for testimony in favor. There was none.

The Mayor asked for testimony in opposition. There was none.
The public hearing was closed at 6:23 PM.

City Attorney Kennedy read the ordinance by title only.

Motion made to approve Ordinance Bill No. 2024-13, Ordinance No. 3029 by Councilor - Ward 1 Mann, Seconded by Councilor - Ward 1 Dykstra.

Voting Yea: Councilor - Ward 1 Dykstra, Councilor - Ward 1 Mann, Councilor - Ward 2 Ullfers, Councilor - Ward 2 Workman, Council President - Ward 3 Steinhebel

12. Ordinance Bill No. 2024-14 - Ordinance No. 3030. A Bill for an Ordinance Annexing and Zoning Property Following Consent Filed with the City Council by Landowners in Said Area Pursuant to ORS 222.120 and ORS 222.170 File A24-05: Kaytlynn Libra

The public hearing was opened at PM.

City Attorney Kennedy explained the hearing procedures. There was no Exparte', Conflict of Interest, or Bias reported by the Council.

Community Development Director presented the staff report. The property consists of 0.17 acres and is located at 148 Russell Drive. The zoning is identified as Residential Mixed Density in the Comprehensive Plan. Utilities are available on Russell Drive. The application meets all criterial and was reviewed by the Planning Commission on October 16, 2024 and they recommend approval.

There were no questions from Council.

The applicant was not present.

The Mayor asked for testimony in favor. There was none.

The Mayor asked for testimony in opposition. There was none.

The public hearing was closed at 6:27 PM.

City Attorney Kennedy read the ordinance by title only.

Motion made to approve Ordinance Bill No. 2024-14, Ordinance No. 3030 by Councilor - Ward 2 Workman, Seconded by Councilor - Ward 2 Ullfers.

Voting Yea: Councilor - Ward 1 Dykstra, Councilor - Ward 1 Mann, Councilor - Ward 2 Ullfers, Councilor - Ward 2 Workman, Council President - Ward 3 Steinhebel

REGULAR SESSION

13. Resolution No. 2024-28 - A Resolution Authorizing the City of Lebanon to Adopt a Low-Income Utility Rate Relief Program.

Finance Director Neish introduced the proposed resolution that would establish policy for a low-income discount rate. Several Oregon cities have a similar policy that ranges from 30% to 50% discount for qualified accounts. Resolution No. 2024-28 proposes a 30% discount. Applications are submitted through a third-party vendor and the discount would include all utility fees including the City Services Fee.

Motion made to approve Resolution No. 2024-28 by Councilor - Ward 1 Mann, Seconded by Councilor - Ward 2 Ullfers.

Voting Yea: Councilor - Ward 1 Dykstra, Councilor - Ward 1 Mann, Councilor - Ward 2 Ullfers, Councilor - Ward 2 Workman, Council President - Ward 3 Steinhebel

14. New FEMA Limitations on Development in the Floodplain.

Community Development Director introduced the new FEMA limitations on development in the floodplain. The Nation Flood Plain Insurance Program did not evaluate the Endangered Species Act and litigation resulted in pre-implementation compliance measures to which the

City will have to participate. The City currently has 236 properties that are in the 100-year flood plain area. In order for those properties to be qualified for flood plain insurance, the City must follow new FEMA regulations. CDD Hart explained three options the City could take. The first, a moratorium on any development in the 100-year flood plain. This option would require the City to send Measure 56 Notices to all 236 properties and could be subject to Measure 49 claims. Staff did not recommend this option. The second was to adopt a model code by ordinance that was created by FEMA. Staff has not seen this code, and noted this option has potential takings implications. Staff did not recommend this option either. The third and recommended option, was the permit-by-permit option. This option removes any taking liability and allows case by case review where habitat assessment is required for development within the project area. Consensus of the Council was the permit-by-permit option.

15. Department Reports:

Interim City Manager Ron Whitlatch gave an update on the drawdown. The City requested a halt to the drawdown from the Oregon Health Authority and requests were denied. The City water treatment plant is still able to meet permit limits, however, is exceeding the manufactures recommendations for the membranes. There will be an additional request to halt the drawdown when the 200 NTU occurs at the plant.

The City received a grant for Cheadle Lake for 1 million. The Parks, Trees, and Trails Committee is currently working on a design.

Academy Square will have additional signage to add the Library and Senior Center to the park system.

The City Council Chambers move to the Library will continue using AARPA funds for the AV system.

ITEMS FROM COUNCIL

There were no items from Council.

PUBLIC/PRESS COMMENTS

There were no comments from press or the public.

NEXT SCHEDULED COUNCIL MEETING(S): December 11, 2024

The next scheduled City Council meeting is scheduled for December 11, 2024 at 6 PM.

ADJOURNMENT

The meeting was adjourned at 6:54 PM.



925 S. Main Street
Lebanon, Oregon 97355

TEL: 541.258.4905
www.lebanonoregon.gov

MEMORANDUM

City Recorder's Office

Date: December 11, 2024

To: Mayor Jackola and City Council
From: Julie Fisher, City Recorder
Subject: Game Time Bar and Grill

Game Time Bar and Grill applied for a Full On-Premises, New Change of Owner Liquor License for their business at 3130 Santiam Hwy SE.

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

Council Action:

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



OREGON LIQUOR & CANNABIS COMMISSION
LIQUOR LICENSE APPLICATION

Item # 6.

Instructions

1. **Complete and sign** this application.
2. Prior to submitting this application to the OLCC, send the completed application to **the local government for the premises address** to obtain a recommendation.
 - If the premises street address is within a city’s limits, the local government is the city.
 - If the premises street address is not within a city’s limits, the local government is the county.
3. You can submit the application to the OLCC if:
 1. You have WRITTEN documentation showing the date the local government received the application or;
 2. The local government has provided you their recommendation.

ALL forms and documents must be a PDF attachment

4. **Email the PDF application that contains the local government recommendation or proof of submission** to: OLCC.LiquorLicenseApplication@oregon.gov.
5. **Do not** include any license fees with your application packet (fees will be collected at a later time).
When it’s time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.

License Request Options - Please see the general definitions of the license request options below:

- **New Outlet:** The licensing of a business that does not currently hold an active liquor license.
- **Change of Ownership:** The request to completely change the licensee of record at a licensed business.
- **Greater Privilege:** The request to change from an Off-Premises to a Limited or Full On-Premises Sales license **OR** from a Limited to Full On-Premises Sales license.
- **Additional Privilege:** The licensee currently holds an active liquor license at the premises and that same licensee would like to request to add an **additional** different liquor license type at that same premises location.

Additional Information

Applicant Identification: Please review [OAR 845-006-0301](#) for the definitions of “applicant” and “licensee” and [OAR 845-005-0311](#) to confirm that all individuals or entities with an ownership interest (other than a waivable ownership interest, per OAR 845-005-0311[6]) in the business have been identified as license applicants on this document. If you have a question about whether an individual or entity needs to be listed as an applicant for the license, discuss this with the OLCC staff person assigned to your application.

Premises Address: This is the physical location of the business and where the liquor license will be posted.

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.
If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

Applicant/Licensee Representative(s): In order to make changes to a license or application or to receive information about a license or application by someone other than the applicant/licensee you must:

- Complete the [Authorized Representative Form](#) designating a person/entity to act on your behalf and submit with the application.

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

- New Outlet | Change of Ownership | Greater Privilege | Additional Privilege

Select the license type you are applying for.

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

Full On-Premises

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

Winery

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

Brewery

- Primary location
- Additional locations: 2nd 3rd

Brewery-Public House

- Primary location
- Additional locations: 2nd 3rd

Grower Sales Privilege

- Primary location
- Additional locations: 2nd 3rd

Distillery

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

Limited On-Premises

Off Premises

Warehouse

Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

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

Name of City OR County (not both)

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

Date application received:

Optional: Date Stamp Received Below

Recommend this license be granted

Recommend this license be denied

No Recommendation/Neutral

Printed Name Date

Signature

GameTime SportsBar & Grill, Inc.

Trade Name

LIQUOR LICENSE APPLICATION

Item # 6.

Page 2 of 4

APPLICANT INFORMATION	
Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.	
Name of entity or individual applicant #1: Jenn's Bar, Inc	Name of entity or individual applicant #2:
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION		
Trade Name of the Business (name customers will see): GameTime SportsBar & Grill, Inc.		
Premises street address (The physical location of the business and where the liquor license will be posted): 3130 Santiam Hwy SE		
City: Lebanon	Zip Code: 97355	County: Linn
Business phone number: 5415701537	Business email:	
Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1]): 6245 Panorama Drive NE		
City: Albany	State: or	Zip Code: 97322
Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

APPLICATION CONTACT INFORMATION – Provide the point of contact for this application. If this individual is <u>not</u> an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.	
Application Contact Name: Jennifer Waggle	
Phone number:	Email:

LIQUOR LICENSE APPLICATION

Page 3 of 4

TERMS

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

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

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

LIQUOR LICENSE APPLICATION

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

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

• Each applicant listed in the “Application Information” section of this form has read and understands OLCC 845-006-0362 and attests that:

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

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

Jennifer Waggle

11-21-2024

Applicant name	Signature	Date
Applicant name	Signature	Date
Applicant name	Signature	Date
Applicant name	Signature	Date

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

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



925 S. Main Street
Lebanon, Oregon 97355

TEL: 541.258.4923
www.lebanonoregon.gov

MEMORANDUM

Administration

To: Mayor Jackola and City Council
From: Ron Whitlatch, Interim City Manager
Subject: **Republic Services Annual Rate Increase**

Date: December 2, 2024

I. BACKGROUND

Republic Services has the franchise for providing solid waste services for the City of Lebanon. The Franchise Agreement states that rates shall be approved by the City Council by a Resolution. Based on the letter submitted by Republic Services, they are proposing a 3.2% increase for residential customers, effective January 1, 2025.

II. RECOMMENDATION

Attached is a Resolution for approval of a 3.2% Rate Increase for Republic Services, effective January 1, 2025.



Sustainability in Action

October 1, 2024

Mayor Jackola
Lebanon City Council
City Staff

Dear Mayor Jackola, City Council and Staff,

Republic Services is proud to serve the City of Lebanon as your waste hauler. Along with our day-to-day work in Lebanon, we have been involved in some exciting things over the past year:

- As you may be aware, there has been a flurry of activity surrounding recycling in Oregon that will result in innovative changes in 2025. You have heard us talk about the Oregon Recycling Modernization Act for several years. It will come to fruition on July 1, 2025. Republic Services worked with the City of Lebanon, City of Corvallis, Benton County and many other communities in 2024 to assist in two surveys from DEQ and their Producer Responsibility contractor, Circular Action Alliance, who will operate the new program. Watch for more news about changes to recycling in 2025.
- We donated more than \$60,000 in cash and in-kind donations in Lebanon and Linn County in 2024, including the Lebanon Soup Kitchen and the Boys and Girls Club of the Greater Santiam.
- We continue to support fleet electrification as a method to reduce Green House Gases, with several trucks arriving in Salem, Bend and the Portland area soon.

In this packet you will find information about the Refuse Rate Index for 2025. The index of 3.2% for residential service is due to a combination of CPI and the increased cost of operations and disposal at Coffin Butte Landfill and Pacific Region Compost and equates to an average increase of \$.97 per customer.

We look forward to your comments,

Bret Davis
General Manager
Bret.davis@republicservices.com

Julie Jackson
Municipal Manager
jjackson6@republicservices.com

Republic Services - City of Lebanon RRI

	Index: June 30, 2023	Index: June 30, 2024	% Change	Weight	Refuse Index
CPI - West Size Class B/C All Urban Consumers	187.354	193.555	3.3%	65%	2.2%
CPI - West Coast Ultra Low Sulfur Diesel	4.415	4.42	0.1%	10%	0.0%
Coffin Butte Disposal Rate (4.0% cap)	\$ 56.00	\$ 58.25	4.0%	25%	1.0%
Rate Adjustment %					3.2%
					100.0%
Adjustment Factor					103.2%

Plastic Pollution and Recycling Modernization Act

The Plastic Pollution and Recycling Modernization Act updates Oregon’s recycling system by building on local community programs and leveraging the resources of producers to create an innovative system that works for everyone. The law requires packaging producers to share responsibility for effective management of their products after use. **The new law goes into effect January 1, 2022 and program changes will start in July 2025.**

KEY BENEFITS



Shares and scales responsibility across the recycling system. Producers will be brought into the recycling system to fund improvements and expand recycling services. Cost to producers will be based on what materials they use and how much they sell into Oregon.



Creates one statewide list of what can be recycled. The uniform collection list will provide clarity to households and businesses about what can be recycled, and create efficiencies in recycling operations across the state.



Increases access to recycling. The new law will provide recycling services to people who didn't previously have it, such as those who live in apartments and rural areas.



Incentivizes sustainable products. Producer fees will be higher for non-recyclable products and those creating more environmental pollution.



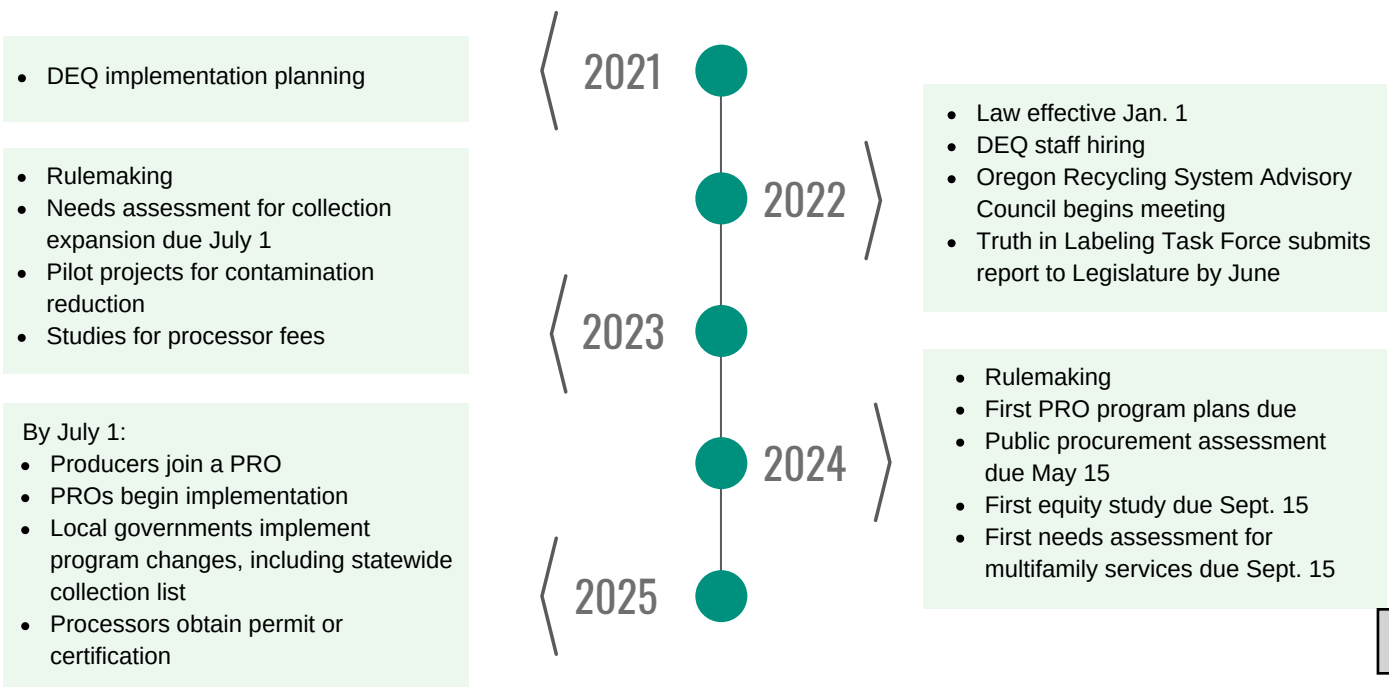
Prevents plastic pollution. Ensures collected materials are recycled responsibly and keeps plastic and other trash out of our waterways and communities — both domestically and overseas.



Creates accountability to outcomes. DEQ will permit and audit recycling processors, and a Governor-appointed advisory council will review producer program plans, the statewide collection list and educational resources.

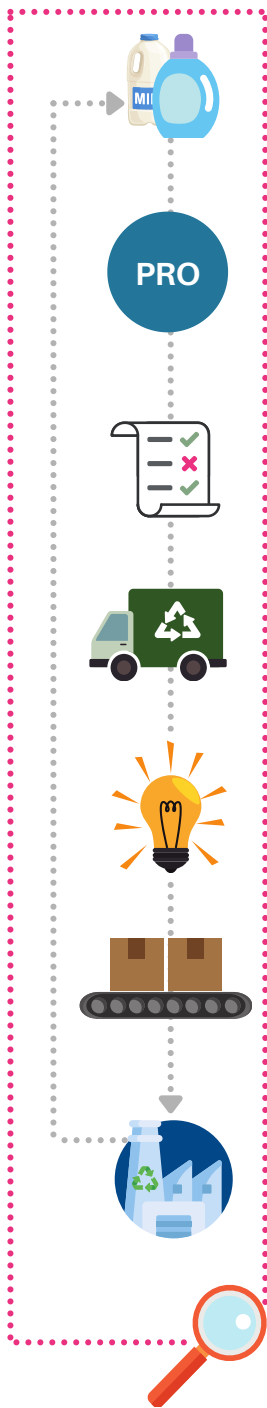
WHAT'S NEXT?

Below are key dates through 2025. Stakeholder engagement, project planning and research extend throughout implementation.



How the Recycling Modernization Act Works

The Recycling Modernization Act requires producers of packaging, paper products and food serviceware to share responsibility for effective management of their products after use. These producers will finance improvements to the recycling system and perform specific functions to make Oregon's recycling programs convenient, accessible and responsible. Local governments will maintain their role overseeing collection and education in their communities.



PRODUCERS will join and pay a membership fee to a nonprofit Producer Responsibility Organization (PRO) that will fund improvements and ensure that collected recyclables go to responsible end markets. Producers will also be required to meet new recycling goals for plastic packaging and food serviceware.

PRODUCER RESPONSIBILITY ORGANIZATIONS will collect producer membership fees and use them to ensure improved and expanded recycling services. Most collection will continue to be overseen by local governments, but PROs will provide services for certain hard-to-recycle materials. PROs will also fund waste prevention grants, and several studies to assess challenges and recommend improvements to improve multifamily recycling conditions, equity in the recycling system, and litter and marine debris.

ONE COLLECTION LIST will allow individuals and businesses to recycle the same items across the state, at home and at work. PRO funding will enable collection of the same items regardless of location or distance from recycling markets.

RECYCLING SERVICES will be expanded under the direction of local governments, with support from the PROs, especially for rural communities and people living in apartments. The same private collection companies will continue to provide recycling services.

EDUCATION about how to recycle will continue to be offered by local governments, along with new programs to reduce contamination (trash) in our recyclables. PROs will create accessible educational resources that local governments can use and that meet the needs of diverse communities.

PROCESSING of recyclables will be done in facilities that meet new performance standards, including for material quality, reporting, and paying living wages to workers. These facilities will be required to obtain a permit from DEQ or meet similar standards to receive material from Oregon communities. Local governments will make sure material collected in their communities goes to approved facilities.

END MARKETS that can handle the material appropriately — without creating plastic pollution or other harms — can purchase it after sorting and recycle it into something new. Producers and processors will be obligated to make sure materials collected in Oregon reach responsible end markets.

OVERSIGHT AND INTEGRATION will be provided by DEQ, with accountability from all participants. DEQ will plan and implement changes required by the new law, and oversee the recycling system and provide enforcement where necessary. A new Governor-appointed advisory council will provide feedback to DEQ and PROs about important elements of the new system. PROs, recycling processors and local governments will track and report more information about where our recyclables go and ensure that they are managed responsibly and used to make new products.

A RESOLUTION REPEALING RESOLUTION NO.)
2023-18 AND APPROVING REPUBLIC)
SERVICES RATE INCREASES)

RESOLUTION NO.
2024-29

WHEREAS, on November 12, 2014, the City Council il approved the implementation of an annual CPI rate methodology beginning on January 1, 2015; and

WHEREAS, the franchisee has seen an increase in contamination of yard debris and recycling carts; and

WHEREAS, the franchisee has experienced an increase in the franchiser fee; and

WHEREAS, the franchisee has the necessity of a reasonable return on their investment; and

WHEREAS, the rates in Appendix "A" are comparable to other cities for similar services; and

WHEREAS, a rate increase and fee increase are in the public interest in order to meet basic service needs.

NOW, THEREFORE, BE IT RESOLVED that the Lebanon City Council approved the refuse collection rates as shown in Exhibit "A".

Section 1. The residential, commercial, and industrial rates listed in Exhibit "A" are effective as of January 1, 2025.

Passed by the Lebanon City Council and executed by the Mayor on this on this 11th day of December 2024 by a vote of ___ yeas and ___ nays.

CITY OF LEBANON, OREGON

Kenneth Jackola, Mayor
Michelle Steinhebel, Council President

ATTESTED BY:

Julie Fisher, CMC, City Recorder

Lebanon Rates
Resolution No. 2024-29 Exhibit A

Item # 9.

New Service Increase Rates Effective 1/1/2025	
Residential Rate:	3.20%
Commercial Rate:	3.20%
Industrial Rate:	3.20%

RESIDENTIAL SERVICE RATES:				
Residential Roll Cart	Current Monthly	Current Bi-Monthly	New Monthly	New Bi-monthly
1 Can (hand pickup)	\$33.13	\$66.26	\$34.19	\$68.38
20 gal	\$25.90	\$51.79	\$26.73	\$53.45
32 gal	\$28.52	\$57.04	\$29.44	\$58.87
32 gal on-call (per pickup)	\$16.58	N/A	\$17.11	N/A
Special needs (32g)	22.76	45.52	\$22.76	\$45.52
64 gal	32.29	64.58	\$32.29	\$64.58
90 gal	\$41.81	\$83.63	\$43.15	\$86.30
Extra Rec	\$15.39	\$30.78	\$15.88	\$31.77
Extra YC	\$15.39	\$30.78	\$15.88	\$31.77
Monthly Recycling Processing Surcharge	\$2.00	\$4.00	\$2.00	\$4.00
Rec only	\$15.49	\$30.99	\$15.99	\$31.98
Up the drive	\$22.85	\$45.69	\$23.58	\$47.15
YC Only	\$15.39	\$30.78	\$15.88	\$31.77

Misc. Charges and Limited Services	Current Rate	New Rate
APP-Appliance Without Freon	\$35.40	\$36.53
APN-Appliance With Freon	\$45.09	\$46.53
FUR-Furniture	\$42.13	\$43.48
BU 1 - Dead large animal	\$152.25	\$157.12
MAT - Mattress or Boxspring	\$34.97	\$36.09
EXB-Extra 32 gal can/bag/box/heavy	\$12.11	\$12.50
EXC- Wash Cart	\$30.37	\$31.34
TRE-Christmas Trees (up to 8 ft and no tinsel, flocked, or after community tree pickup)	\$12.11	\$12.50
TIR-Tires w/o rim	\$18.23	\$18.81
BU3-Tires with rim	\$27.28	\$28.15
Truck Tires-ADTB	\$39.41	\$40.67
Truck Tires with rim-ADTB	\$56.15	\$57.94
Residential Extra Pickup (same day)	\$36.49	\$37.66
Residential Extra Pickup (off day)	\$151.80	\$156.66
Residential Container Exchange (one time per year no charge)	\$27.28	\$28.15
Residential Delivery - Per Cart	\$10.00	\$10.00

Lebanon Rates

Resolution No. 2024-29 Exhibit A

Item # 9.

COMMERCIAL SERVICE RATES:				
Temporary Commercial			New Rate	
Container Size	DUMP	MAX RENT	DUMP	MAX RENT
300g YW (On service day only)	\$1,661.5	\$1,905.9	\$53.31	\$32.93
3 yd On Call	\$115.33	\$45.26	\$119.02	\$46.71
3yd daily rent (starts on 8th day after delivery)	RENT		RENT	
	\$4.61		\$4.75	
NO HEAVY & NON BURNABLES (SOD, DIRT, SHEETROCK, CONCRETE, ROOFING) Rent starts next day				

Commercial Front Load - Automatic Container Size	Weekly Collection Frequency (# Collections Per Week)						New Rate					
	1	2	3	4	5	EXT	1	2	3	4	5	EXT
1.5 yd	\$156.12	\$290.52	\$424.92	\$559.62	\$694.00	\$52.24	\$161.11	\$299.81	\$438.51	\$577.53	\$716.21	\$53.91
2 yd	\$189.56	\$355.30	\$505.44	\$686.35	\$852.50	\$62.66	\$195.62	\$366.67	\$521.62	\$708.31	\$879.78	\$64.67
3 yd	\$236.21	\$444.15	\$652.24	\$823.82	\$1,068.11	\$78.28	\$243.77	\$458.36	\$673.11	\$850.18	\$1,102.28	\$80.78
4 yd	\$281.45	\$531.61	\$781.63	\$1,031.89	\$1,281.90	\$98.34	\$290.45	\$548.63	\$806.64	\$1,064.91	\$1,322.92	\$101.49
6 yd	\$387.88	\$739.28	\$1,090.95	\$1,442.35	\$1,793.74	\$141.63	\$400.29	\$762.94	\$1,125.86	\$1,488.51	\$1,851.14	\$146.16
8 yd	\$473.53	\$902.11	\$1,330.65	\$1,759.21	\$2,229.81	\$182.44	\$488.68	\$930.98	\$1,373.24	\$1,815.50	\$2,301.16	\$188.27

Commercial Front Load - Manual Container Size	Weekly Collection Frequency (# Collections Per Week)						New Rate							
	1	2	3	4	5	ON CALL / EXT	RENT	1	2	3	4	5	ON CALL / EXT	RENT
1.5 yd	\$184.95	\$249.98	\$517.11	\$682.88	\$848.74	\$52.24	\$38.58	\$190.87	\$257.97	\$533.66	\$704.73	\$875.90	\$53.91	\$39.82
2 yd	\$226.46	\$431.33	\$636.07	\$840.96	\$1,045.54	\$62.66	\$41.92	\$233.71	\$445.13	\$656.42	\$867.87	\$1,079.00	\$64.67	\$43.26
3 yd	\$289.02	\$550.57	\$822.58	\$1,075.75	\$1,342.89	\$78.28	\$45.26	\$298.27	\$568.19	\$848.91	\$1,110.18	\$1,385.86	\$80.78	\$46.71
4 yd	\$345.25	\$658.77	\$969.94	\$1,282.59	\$1,593.86	\$98.34	\$48.60	\$356.30	\$679.85	\$1,000.98	\$1,323.63	\$1,644.86	\$101.49	\$50.16
6 yd	\$479.66	\$921.45	\$1,358.37	\$1,795.82	\$2,232.59	\$141.63	\$52.10	\$495.01	\$950.94	\$1,401.84	\$1,853.29	\$2,304.04	\$146.16	\$53.76
8 yd	\$581.62	\$1,111.01	\$1,630.66	\$2,150.03	\$2,659.48	\$182.44	\$55.42	\$600.23	\$1,146.56	\$1,682.84	\$2,218.83	\$2,744.58	\$188.27	\$57.19

Commercial Compactors Container Size	Weekly Collection Frequency (# Collections Per Week)						New Rate					
	1	2	3	4	5	EXT	1	2	3	4	5	EXT
2 yd	\$452.95	\$862.67	\$1,272.13	\$1,681.90	\$2,091.08	\$125.35	\$467.45	\$890.28	\$1,312.83	\$1,735.72	\$2,158.00	\$129.36
3 yd	\$578.00	\$1,101.13	\$1,645.15	\$2,151.52	\$2,685.80	\$156.54	\$596.50	\$1,136.37	\$1,697.79	\$2,220.37	\$2,771.75	\$161.55
4 yd	\$690.54	\$1,317.58	\$1,939.84	\$2,565.17	\$3,187.74	\$196.67	\$712.63	\$1,359.74	\$2,001.91	\$2,647.25	\$3,289.75	\$202.96
5 yd	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
6 yd	\$959.32	\$1,842.90	\$2,716.70	\$3,591.63	\$4,465.20	\$283.31	\$990.02	\$1,901.87	\$2,803.63	\$3,706.56	\$4,608.09	\$292.37
8 yd	\$1,163.24	\$2,222.02	\$3,261.27	\$4,300.01	\$5,318.96	\$364.90	\$1,200.46	\$2,293.12	\$3,365.63	\$4,437.61	\$5,489.17	\$376.58

COMPACTORS CHARGED AT 3X'S THE STANDARD PICKUP RATE

Misc. Charges and Limited Services	Current Rate	New Rate
Commercial Food Waste - Emptied Weekly	\$69.63	\$71.86
Commercial Food Waste - Emptied Weekly- extra cart (each)	\$11.32	\$11.68
Commercial Container Delivery/Redelivery	\$35.00	\$35.00
Commercial Exchange	\$56.15	\$57.94
Dry Run/Empty Removal-DRY (Commercial)	\$75.88	\$78.31
Each Extra Person Req To Pu Loose Garbage Per Min-EP1	\$1.96	\$2.02
Time per minute to p/u loose garbage-MIN	\$1.96	\$2.02
EP1- Container Off-route pickup- in area (25 min)	\$75.90	\$78.33
EP1- Container Off-route pickup- out of area (25 min)	\$75.90	\$78.33
Extra loose garbage per yard-EXY	\$30.37	\$31.34
EXY- Extra Yardage (Commercial)	\$30.37	\$31.34
LLK-Locking Container Set Up (Commercial)	\$76.03	\$78.47
LOC-Lock & Key	\$31.91	\$32.93
XCS- Container overweigh charges per 500lbs	\$27.86	\$28.75

On Call Containers/EXT Rates	Current Rate	Current Rate	New Rate	New Rate
	Dump Fee	Rent	Dump Fee	Rent
1yd	NA	NA	NA	NA
1.5yd	\$ 52.24	\$ 38.58	\$ 53.91	\$ 39.82
2yd	\$ 62.66	\$ 41.92	\$ 64.67	\$ 43.26
3yd	\$ 78.28	\$ 45.26	\$ 80.78	\$ 46.71
4yd	\$ 98.34	\$ 48.60	\$ 101.49	\$ 50.16
6yd	\$ 141.63	\$ 52.10	\$ 146.16	\$ 53.76
8yd	\$ 182.44	\$ 55.42	\$ 188.27	\$ 57.19

Lebanon Rates
Resolution No. 2024-29 Exhibit A

Item # 9.

INDUSTRIAL SERVICE RATES:

Drop Box - Solid Waste - Open Top/Lidded					New Rate			
	10	20	30	40	10	20	30	40
PREPAYMENT	\$350.00	\$350.00	\$350.00	\$400.00	\$350.00	\$350.00	\$350.00	\$400.00
Delivery	N/A	\$63.77	\$63.77	\$63.77	N/A	\$65.81	\$65.81	\$65.81
Haul	N/A	\$315.74	\$332.45	\$350.72	N/A	\$325.84	\$343.09	\$361.95
Disposal	N/A	PASS THROUGH	PASS THROUGH	PASS THROUGH	N/A	PASS THROUGH	PASS THROUGH	PASS THROUGH
Environmental Fee	N/A	PASS THROUGH	PASS THROUGH	PASS THROUGH	N/A	PASS THROUGH	PASS THROUGH	PASS THROUGH
Dry Run	N/A	\$63.77	\$63.77	\$63.77	N/A	\$65.81	\$65.81	\$65.81
Temp Rent - starts day after delivery	N/A	\$395.37	\$395.37	\$395.37	N/A	\$408.03	\$408.03	\$408.03
Perm Rent	N/A	\$147.21	\$147.21	\$147.21	N/A	\$151.92	\$151.92	\$151.92
Perm Rent Lidded	N/A	\$171.59	\$171.59	\$179.09	N/A	\$177.08	\$177.08	\$184.82
Perm Rent Lidded not crank	N/A	\$206.40	\$206.40	\$214.07	N/A	\$213.01	\$213.01	\$220.92

Drop Box - Asbestos					New Rate			
	10	20	30	40	10	20	30	40
PREPAYMENT	\$350.00	\$350.00	\$350.00	\$400.00	\$350.00	\$350.00	\$350.00	\$400.00
Delivery	N/A	\$63.77	\$63.77	\$63.77	N/A	\$65.81	\$65.81	\$65.81
Haul	N/A	\$454.58	\$471.30	\$489.57	N/A	\$469.13	\$486.38	\$505.23
Disposal	N/A	PASS THROUGH	PASS THROUGH	PASS THROUGH	N/A	PASS THROUGH	PASS THROUGH	PASS THROUGH
Environmental Fee	N/A	PASS THROUGH	PASS THROUGH	PASS THROUGH	N/A	PASS THROUGH	PASS THROUGH	PASS THROUGH
Dry Run	N/A	\$63.77	\$63.77	\$63.77	N/A	\$65.81	\$65.81	\$65.81
Temp Rent - starts day after delivery	N/A	\$395.37	\$395.37	\$395.37	N/A	\$408.03	\$408.03	\$408.03
Perm Rent	N/A	\$147.21	\$147.21	\$147.21	N/A	\$151.92	\$151.92	\$151.92
Perm Rent Lidded	N/A	\$171.59	\$171.59	\$179.09	N/A	\$177.08	\$177.08	\$184.82
Perm Rent Lidded not crank	N/A	\$206.40	\$206.40	\$214.07	N/A	\$213.01	\$213.01	\$220.92

Drop Box - Concrete/Dirt/Brick	New Rate	
	10yd Only	10yd Only
PREPAYMENT	\$350.00	\$350.00
Delivery	\$63.77	\$65.81
Haul	\$315.74	\$325.84
Disposal (if container is contaminated, cust will be charged MSW rate)	PASS THROUGH	PASS THROUGH
Environmental Fee	PASS THROUGH	PASS THROUGH
Dry Run	\$63.77	\$65.81
Temp Rent - starts day after delivery	\$395.37	\$408.03
Perm Rent	\$147.21	\$151.92
Perm Rent Lidded	\$171.59	\$177.08
Perm Rent Lidded not crank	\$206.40	\$213.01

Drop Box - Woodwaste/Yardwaste					New Rate			
	10	20	30	40	10	20	30	40
PREPAYMENT	\$350.00	\$350.00	\$350.00	\$400.00	\$350.00	\$350.00	\$350.00	\$400.00
Delivery	N/A	\$57.23	\$57.23	\$57.23	N/A	\$59.06	\$59.06	\$59.06
Haul	N/A	\$261.47	\$277.31	\$293.04	N/A	\$269.84	\$286.18	\$302.42
Disposal (if container is contaminated, cust will be charged MSW rate)	N/A	PASS THROUGH	PASS THROUGH	PASS THROUGH	N/A	PASS THROUGH	PASS THROUGH	PASS THROUGH
Environmental Fee	N/A	PASS THROUGH	PASS THROUGH	PASS THROUGH	N/A	PASS THROUGH	PASS THROUGH	PASS THROUGH
Dry Run	N/A	\$57.08	\$57.08	\$57.08	N/A	\$58.90	\$58.90	\$58.90
Temp Rent - starts day after delivery	N/A	\$421.53	\$421.53	\$421.53	N/A	\$435.02	\$435.02	\$435.02
Perm Rent	N/A	\$153.88	\$153.88	\$153.88	N/A	\$158.81	\$158.81	\$158.81
Perm Rent Lidded	N/A	\$172.37	\$172.37	\$180.38	N/A	\$177.88	\$177.88	\$186.15
Perm Rent Lidded not crank	N/A	\$206.40	\$206.40	\$214.07	N/A	\$213.01	\$213.01	\$220.92

Compactor - Solid Waste/Cardboard					New Rate			
	15	20	30	40	10	20	30	40
PREPAYMENT	\$350.00	\$350.00	\$350.00	\$400.00	\$350.00	\$350.00	\$350.00	\$400.00
Delivery	\$57.10	\$57.23	\$57.23	\$57.23	\$58.92	\$59.06	\$59.06	\$59.06
Haul - trash	\$337.00	\$337.00	\$363.91	\$363.91	\$347.78	\$347.78	\$375.56	\$375.56
Haul - cardboard	\$56.56	\$56.56	\$56.56	\$56.56	\$58.37	\$58.37	\$58.37	\$58.37
Disposal - trash only	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH
Environmental Fee	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH
Dry Run	\$391.46	\$421.53	\$421.53	\$421.53	\$403.98	\$435.02	\$435.02	\$435.02
Temp Rent - starts day after delivery	\$145.76	\$153.88	\$153.88	\$153.88	\$150.43	\$158.81	\$158.81	\$158.81
Perm Rent	\$169.89	\$172.37	\$172.37	\$180.38	\$175.33	\$177.88	\$177.88	\$186.15
Perm Rent Lidded	\$204.36	\$207.83	\$207.83	\$215.67	\$210.90	\$214.48	\$214.48	\$222.57
Perm Rent Lidded not crank	\$206.40	\$206.40	\$206.40	\$214.07	\$213.01	\$213.01	\$213.01	\$220.92

Lebanon Rates

Resolution No. 2024-29 Exhibit A

Item # 9.

Security Box	40	New Rate 40
Delivery per hour, one hour minimum	\$75.00	\$75.00
Rent	\$120.00	\$120.00

Misc. Charges and Limited Services	Current Rate	New Rate
Delivery - Industrial	\$63.77	\$65.81
Dry Run/Empty Removal-DRY (Industrial)	\$63.77	\$65.81
EXC - Industrial Exchange	\$63.77	\$65.81
EXC - Industrial Exchange Offsite	\$63.77	\$65.81
Industrial Relocate-REL	\$63.77	\$65.81

Fee	Current	New
Account Origination Fee	\$ 10.00	\$ 10.00
Cart Recovery/Replacement	\$ 75.00	\$ 75.00
Commercial Container Recovery Fee	\$ 480.00	\$ 480.00
Industrial Container Recovery Fee	\$ 3,000.00	\$ 3,000.00
Contaminated Recycle or Yard Waste Cart	\$ 15.00	\$ 15.00
Late Fee	1.50%	1.50%
Monthly Recycle Processing Surcharge	\$ 2.00	\$ 2.00
Returned Check Fee	\$ 25.00	\$ 25.00
Service Interrupt Fee	\$ 30.00	\$ 30.00



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MEMORANDUM

Community Development

To: Mayor Jackola and City Council
From: Kelly Hart, Community Development Director
Subject: Strategic Plan Adoption

Date: December 4, 2024

I. CURRENT REPORT

The City of Lebanon has developed a strategic plan to align organizational resources and capacity with community priorities. The plan will serve as a roadmap for the organization to guide policy decisions, resource allocation, and service delivery over the next five years. The strategic planning process included redesigning the City's mission, vision, and values and developing strategic goals with defined supporting actions to advance the mission in alignment with the City's vision and values.

The city developed the plan with an emphasis on engagement. The process included multiple opportunities for input and collaborative discussion across the organization with City employees and the City Council to build consensus and unity around the city's shared purpose and direction.

The Lebanon Strategic Plan was developed around focus areas, objectives/outcomes, and metric-driven action to determine the success of progress and implementation.

The city council and leadership team brainstormed and developed focus areas during a work session in June 2024. The five focus areas are Transportation and Infrastructure, Community Services and Cultural Opportunities, Financial Sustainability and economy, Community Safety, and Engagement and connection. The objectives and outcomes are established for each focus area to identify what the city strives to achieve.

The metric-driven action items were developed with the help of city staff to identify key actions or projects that can be taken and measured to achieve the goals and objectives. These action items will help develop the work plans for each department over the next five years and inform the city's short-term and long-term policy decisions, allocation of resources, and prioritization of work.

The strategic plan is a working document. The City Council will receive semi-annual updates on plan implementation, and the plan will be reviewed annually during future council goal-setting sessions.

II. RECOMMENDATION

Adopt by motion the 2025-2029 Strategic Plan.



City of Lebanon Strategic Plan 2025 - 2029



”

“The relevant question is not simply what shall we do tomorrow, but rather what shall we do today to get ready for tomorrow?”

Peter Drucker

“

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21	Strategic Management

CITY MANAGER MESSAGE

To City Council, City Staff, and our Lebanon Community,

I am pleased to introduce our **Five-Year Strategic Plan**, a critical document that will guide us as we work to build a resilient and thriving community. This plan is the result of significant effort and collaboration involving our City Council, leadership team, and city staff. Together, we've developed new mission, vision, and values statements that reflect our city's strong foundation and chart a clear path for the future.

Our mission is clear: **to provide services that foster a resilient, safe, and growing community strengthened by our community connections**. This purpose is the backbone of our work. Our vision lays out our aspirations: **to be a thriving community, investing in essential services that support a livable and sustainable future**. Guiding our efforts are core values: collaboration, innovation, connection, support, and accountability. These principles shape how we tackle challenges, seize opportunities, and serve our community with integrity and efficiency.

These priorities are woven into the five focus areas of our Strategic Plan. By investing in transportation and infrastructure, we will ensure our systems are reliable and built for the future. Enhancing community services and cultural opportunities will strengthen our city's foundation and ensure it remains a great place to live and work. We will maintain fiscal responsibility and promote economic growth through sound financial practices and innovative solutions. Community safety will remain at the forefront, reflecting our commitment to protecting and serving residents. Finally, engagement and connection will ensure strong communication and collaboration between the city and the people we serve.

This plan is not static—it is a working document designed to adapt and respond to changing needs. We will provide regular updates, including semi-annual progress reports, and conduct annual evaluations aligned with Council goal-setting sessions to keep us on track and accountable. By fostering innovation and a results-driven approach, we are committed to delivering tangible, lasting outcomes.

I want to thank our City Council for their leadership and strategic vision, as well as our city staff for their dedication and contributions. Their efforts have been instrumental in shaping this plan and ensuring we are prepared to implement it effectively.

As we move forward, I invite you to stay engaged and work with us to achieve our shared goals. Together, we will secure a strong and sustainable future for our city, delivering on our mission, fulfilling our vision, and upholding the values that drive our success.

Sincerely,



Ron Whitlatch
City Manager

ACKNOWLEDGMENTS

CITY COUNCIL

Kenneth E. Jackola, Mayor
Wayne Dykstra, Ward 1 Councilor
Carl Mann, Ward 1 Councilor
Kim Ullfers, Ward 2 Councilor
Dave Workman, Ward 2 Councilor
Jeremy Salvage, Ward 3 Councilor
Michelle Steinhebel, Ward 3 Council President

CITY STAFF

Ron Whitlatch, City Manager
Kelly Hart, Community Development Director
Angela Solesbee, Human Resources Director
Julie Fisher, City Recorder
Brandon Neish, Finance Director
Brent Hurst, IT Director
Kendra Antila, Library Services Director
Frank Stevenson, Police Chief
Kindra Oliver, Transit & Senior Services Director
Jason Williams, Public Works Director

CONSULTANT TEAM

SSW Consulting
Sara Wilson, Principal Strategist/Owner
Ashley Sonoff, Facilitation + Strategy Associate
Sasha Konell, Communications and Engagement Director
Kelsey O'Halloran, Communications + Engagement Strategist
Maleigha Martinez, Administrative Analyst

PHOTO CREDITS

City of Lebanon, OR



PROCESS OVERVIEW

In May 2024, the City of Lebanon began a process to develop a strategic plan to ensure the alignment of organizational resources and capacity with community priorities. The strategic plan will serve as a roadmap for the organization to guide policy decisions, allocation of resources, and the delivery of services over the next five years. The strategic planning process included a redesign of the City's mission, vision, and values, as well as the development of strategic goals with defined supporting actions to advance the mission in alignment with the City's vision and values.

The City developed the plan with an emphasis on engagement. The process included multiple opportunities for input and collaborative discussion across the organization with City employees and City Council to build consensus and unity around the shared purpose and direction for the City. The insights gained through the outreach directly informed the development of the mission, vision, values, goals, and actions to support consensus and organizational alignment.

STRATEGIC PLAN GOAL FOCUS AREAS

Through the strategic planning process, the City of Lebanon identified the following areas to prioritize over the next five years:

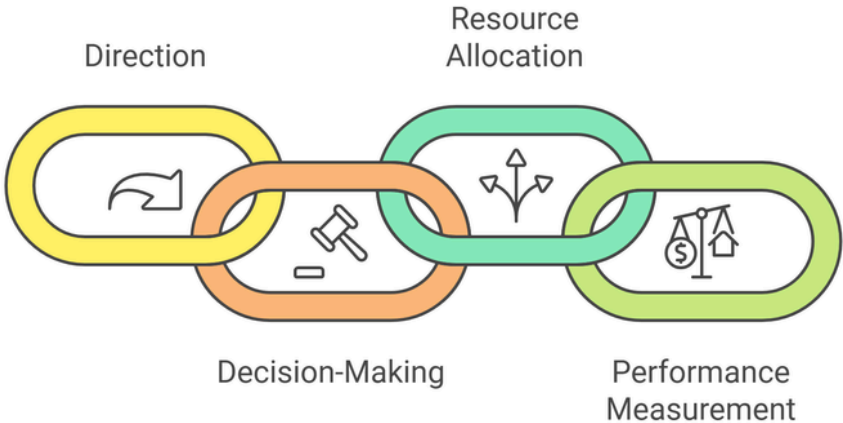


WHAT IS A STRATEGIC PLAN? A strategic plan is an organization-wide plan that outlines what the City of Lebanon wants to accomplish in the next five years and how the City plans to achieve their goals. The strategic plan also includes a mission statement, vision statement, organizational values to clarify the organization’s purpose, direction, and how the organization will carry out the work.

WHY IS STRATEGIC PLANNING IMPORTANT? A strategic plan provides a clear path for where the organization wants to go and defines what success looks like. It helps everyone in the organization understand what is important and what to prioritize so all departments are working in alignment with each other to achieve shared goals. This alignment supports the efficient use of resources, like money, time, and capacity to best steward public tax dollars. In addition to facilitating clear communication of the City’s goals and direction to employees, the strategic plan is a useful tracking tool to support transparency and accountability to the community.

WHY IS THE CITY OF LEBANON DEVELOPING A STRATEGIC PLAN NOW? Lebanon is known to be a connected and supportive community with a strong sense of hometown pride. As our community continues to grow, we want to be intentional about our future to ensure we are providing the best quality services to all our residents for years to come. A strategic planning process provides the opportunity to pause, reflect on what we love most about our community, and think about our priorities for the future to determine how to strategically align our resources to best serve our community.

HOW WILL THE CITY USE THE STRATEGIC PLAN? The strategic plan is our City’s roadmap to achieve our goals. It will reinforce the strengths of our organization and focus our resources to respond to both current and future opportunities and challenges for our community and our workplace. It will inform our short-term and long- term policy decisions, how we allocate resources, and how we prioritize our work. We will use the strategic plan to align existing and planned City initiatives, Council vision and priorities, City budget, and department workplans. Additionally, the strategic plan is also a useful accountability and communication tool to track our progress on the goals and keep the community informed along the way.



MISSION, VISION, & VALUES

CITY OF **LEBANON**

MISSION ▼

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



VALUES ▼



Collaboration

We work together across departments and with the community to achieve our shared goals efficiently and effectively.



Innovation

We embrace a mindset of continuous improvement, thinking creatively to find innovative solutions to challenges.



Connection

Strong communication fosters a sense of community and belonging, both within the organization and with the Lebanon community.



Support

We create a positive and supportive work environment where everyone feels valued, appreciated, and empowered to grow.



Accountability

We are committed to transparency, ethics, and fiscal responsibility in all actions, working to reduce costs and ensure sustainability.

GOAL 1: TRANSPORTATION & INFRASTRUCTURE

Item # 10.

Goal Outcomes

Actions

Support future growth



- 1.1 Upgrade the wastewater treatment plant
- 1.2 Participate in the Cascades West Regional Consortium to advocate for wetlands reform
- 1.3 Investigate the feasibility of developing a locally owned wetland mitigation bank to create credits to stimulate industrial development for recruitment opportunities
- 1.4 Update the transportation development plan for LINX; evaluate the expansion of deviated fixed route

Continue to provide clean water



- 1.5 Increase small water line replacements
- 1.6 Construct pre-treatment facility for water treatment plant (if necessary)
- 1.7 Loop dead-end water lines

Maintain sustainable operations of infrastructure

- 1.8 Conduct advocacy/lobbying for state funding and policy reform
- 1.9 Identify and pursue grant opportunities
- 1.10 Develop a dedicated building maintenance fund
- 1.11 Incorporate infrastructure master plan and replacement projects into GIS to better identify project prioritization
- 1.12 Evaluate options for distribution and collections funding

GOAL 2: COMMUNITY SERVICES & CULTURAL OPPORTUNITIES

Goal Outcomes

Actions

**Preserve quality services
(Library, Senior Center,
Parks, Recreation)**

- 2.1 Update volunteer policy to streamline process and enhance service experience
- 2.2 Improve and implement facility use process and fees
- 2.3 Update parks and recreation master plan
- 2.4 Continue to review and pursue grant funding opportunities



GOAL 3: FINANCIAL SUSTAINABILITY ECONOMY

Item # 10.

Goal Outcomes

Actions

Create General Fund Sustainability

- 3.1 Explore sunset of Urban Renewal Areas
- 3.2 Implement a city services fee
- 3.3 Develop and deliver communication tools to inform community on financial position and funding options to maintain service levels
- 3.4 Conduct an organizational assessment to identify efficiencies and opportunities for process improvement
- 3.5 Explore partnerships and special district opportunities for parks, recreation, library, and the senior center
- 3.6 Examine and evaluate opportunities or public safety partnerships
- 3.7 Explore service fee to support city services for higher education organizations
- 3.8 Explore city facilities and evaluate opportunities for best service delivery
- 3.9 Expand upon the park sponsorship program for park maintenance
- 3.10 Evaluate solar as an opportunity to offset costs or generate revenue



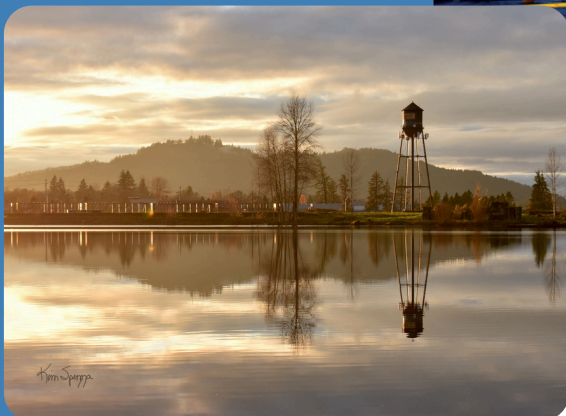
GOAL 3: FINANCIAL SUSTAINABILITY & ECONOMY

Goal Outcomes

Actions

Economic Responsiveness and Revitalization

- 3.11 Respond to Business Oregon recruitments based on site availability
- 3.12 Develop a strategy for the redevelopment and reuse of the Champion Mill brownfield site
- 3.13 Develop a strategy for the revitalization of the Highway 20 commercial corridor between Oak Street and Airport Road
- 3.14 Develop a strategy to revitalize the downtown zone to address vacant properties and capitalize on proximity to location of Comp-NW campus
- 3.15 Continue the business visitation program, and implement actions based on business input



GOAL 4: COMMUNITY SAFETY

Goal Outcomes

Actions

Increased communication and collaboration across the organization and with community partners

- 4.1 Increase communication and collaboration across departments and outside agencies to improve safety and efficiencies
- 4.2 Reorganization of and participation in the safety committee
- 4.3 Develop and conduct emergency management training and update emergency operations plan

Crime prevention

- 4.4 Evaluate the feasibility of reopening the municipal jail
- 4.5 Increase staffing for the traffic team and reserve and cadet program
- 4.6 Expand existing community crime prevention programs
- 4.7 Enhance communication with the business community and city departments on safety concerns to improve crime prevention

Connect the appropriate resource with the community need

- 4.8 Continue partnership with mobile crisis unit
- 4.9 Continue to support and connect with nonprofit organizations to bring homeless services to Lebanon



GOAL 5: ENGAGEMENT & CONNECTION

Goal Outcomes

Actions

Build trust through transparent communications and engagement (well-informed community)

- 5.1 Develop an external communications strategy
- 5.2 Implement consistent branding guidelines
- 5.3 Establish a communications committee to coordinate and collaborate on consistent communications and strategy
- 5.4 Collaborate with community partners

Organization stability

- 5.5 Coordinate consistent internal communication tools to support two-way communication between administration and staff
- 5.6 Redesign the employee recognition program
- 5.7 Develop a succession planning policy and plan
- 5.8 Enhance employee training and development
- 5.9 Complete business continuity planning
- 5.10 Align staffing and resources with city and department needs

STRATEGIC PLAN OVERVIEW

PROJECT GOALS

We set out to achieve the following goals through the strategic planning process:

- Develop a five-year comprehensive strategic plan to include the Council's vision and priorities and considers major initiatives and projects underway and in the pipeline
- Support the organization in developing a work plan that aligns the vision and priorities with available resources
- Build a cohesive team amongst the organization and Council that is aligned around shared five-year goals

PROJECT TIMELINE

Strategic Plan Timeline



PHASE 1: CITY COUNCIL + ORGANIZATIONAL ENGAGEMENT Engagement with staff Council is the foundation of the strategic planning process. The project team conducted inclusive engagement across the organization to gather input from as many employees as possible across all departments. Additionally, the engagement included multiple opportunities for City Council to share their perspectives and contribute to the development of the plan. The results of the engagement lay the groundwork for an updated mission, vision, values, and goals that reflect the needs of the community and equip the organization to meet those needs effectively.

The strategic planning development referenced the extensive community engagement conducted through the 2040 Vision planning process to ensure the plan reflects the priorities of community members.

Strategic Planning Workshop

In July 2024, the City Council and City Leadership Team convened for a strategic planning workshop to kick off the strategic planning process. Participants worked together in a variety of exercises to build a shared understanding of the current Lebanon environment, share what they hope to see for the future, and discuss some potential goal focus areas and ideas that might help advance the desired direction for Lebanon. In addition, the team discussed the strategic plan process and provided input on the engagement strategy to encourage involvement across the organization to encourage alignment, collaboration, and support for the strategic plan.

Engagement Strategy + Themes

Building on the discussion from the Strategic Planning Workshop, the project team designed the engagement to support the following goals:

- **Intentional organizational engagement** to develop a five-year strategic plan that will guide the City of Lebanon
- **Create project awareness** + buy-in throughout the organization
- **Re-establish the Mission** for the organization

The project team gathered input through various forms of engagement, including:



Following the engagement outreach, the project team analyzed the comments gathered from the outreach interviews and staff survey to identify common ideas and trends. Additionally, the project team revisited the vision themes that emerged in the July workshop. Following the analysis, the project team organized the information into six outreach themes capturing the priorities of community members and staff:

1. Financial Stability
2. Infrastructure/Community Growth
3. Community Safety
4. Economic Development
5. Communication and Connection
6. Organizational Culture



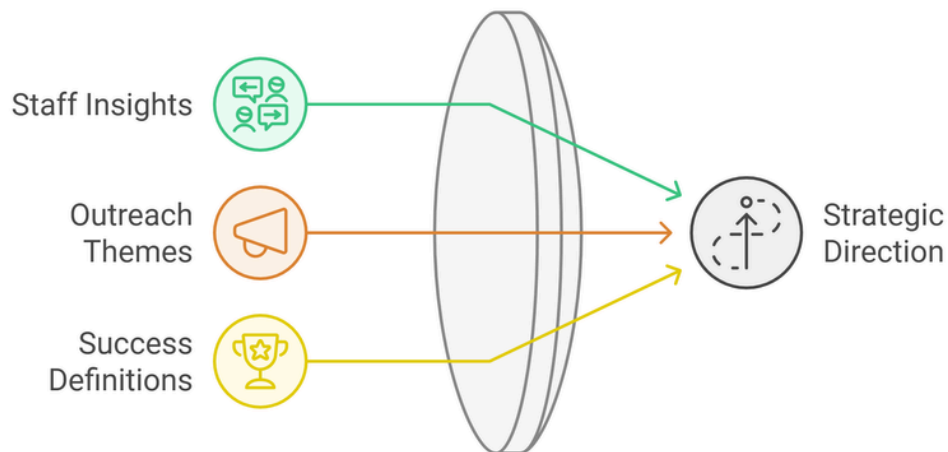
PHASE 2: STRATEGIC PLAN DEVELOPMENT In Phase 2, the project team conducted additional engagement with staff to explore the themes from the outreach and begin developing the framework for the strategic plan, which includes the following:

- **Mission:** Why do we exist?
- **Vision:** What is our desired state in five years?
- **Values:** What guides us in our work?
- **Goals:** What are our priorities for the next five years?
- **Actions:** How will we advance our priorities?

With key outreach themes in place from Phase 1, the project team hosted a series of five focus groups with a total of 58 staff members to discuss these focus areas to determine what success looks like for the community and organization, and how the City can achieve the desired outcomes. Following the focus groups, the project team worked with the Leadership Team to develop the strategic action plan, outlining the goals, desired outcomes, and supporting actions to advance the priorities identified in the outreach. The Leadership Team shared the draft action plan with their department teams to gather feedback to refine the actions and begin discussions around how to successfully implement the plan.

Additionally, themes from the outreach with Council and staff informed the development of the updated mission statement, five-year vision, and organizational values to guide the implementation of the strategic plan. Throughout the development of the strategic plan, the project team gathered multiple rounds of feedback from the City Council, Leadership Team, and staff to refine these statements to ensure they resonate and reflect the shared direction of the organization.

Collaborative Path to Success



PHASE 3: ADOPTION + IMPLEMENTATION STRUCTURE In Phase 3, the project team shared the resulting strategic plan draft with City Council, staff, and the community to collect their feedback. This part of the process allows the opportunity for reflection and discussion to ensure the resulting plan accurately captures the priorities and direction for the organization. The project team further refined the draft as needed and brought the final strategic plan to City Council for their adoption in December 2024. Following Council adoption of the strategic plan, City staff will begin implementing the plan to advance the shared vision in accordance with the City's mission and values.

Implementation

The strategic plan was designed to be a living document that evolves to meet the needs of the community and organization over time. The following recommendations for implementation are based on experience and best practices in strategic plan implementation.

Implementation Goals:

- Provide two-way communication with City Council and organization regarding updates, challenges, opportunities, and progress on the goals and action items
- Keep the strategic plan goals and actions updated and relevant
- Sustain engagement and support for the plan through regular communication on the plan and emerging issues
- Foster accountability for implementation across the organization and transparency with the community

Strategic Plan Reporting

City staff will provide strategic plan progress updates to Council twice a year. This progress report will document progress, challenges, and opportunities to consider in implementing the actions. This report will serve as a communication tool to the community to maintain accountability in implementing the vision and goals.

On an annual basis, staff will meet with Council to conduct a strategic plan update. This annual update will build on the progress report and result in potential updates to the actions as needed.

It is recommended the plan undergo a comprehensive update every five years to reassess the vision, goals, and supporting actions given the broader community content. Following this structure enables the strategic plan to remain relevant and responsive to community changes over time.

Roles + Responsibilities

Successful implementation of the plan requires involvement of many stakeholders. These roles are defined below:

City Council

The City Council oversees the implementation of the strategic plan by providing direction to staff and supporting policies that are aligned with the mission, vision, values, and goals outlined in the plan.

City Council Responsibilities:

- Receive updates on plan progress
- Approve annual update to the plan
- Serve as champions for the plan, provide updates to community members, and gather input to inform future strategic plan updates

Project Lead

The Leadership Team will prioritize the actions, develop timelines, and assign project leads for implementation. The project leads will oversee the implementation and report progress for the actions in the plan.

Project Lead Responsibilities:

- Overseeing implementation of the action
- Assembling a project team
- Developing a project charter (including team, stakeholders, timelines, and milestones)
- Developing key performance indicators to track progress and measure success
- Identifying necessary resources
- Engaging and updating the Council, Boards/Commissions, Organization, and the Community
- Reporting progress, challenges, and opportunities
- Recommending updates as needed

City Staff

All staff should be familiar with the mission, vision, values, and goals of the organization. Some staff members may be included on project teams to work on specific actions in the plan. Staff will receive updates on plan progress twice a year. During the annual update process, the project leads will engage with staff to gather their input on the overall plan and suggestions for updates.

STRATEGIC PLAN ALIGNMENT WITH CITY BUDGET The goals and actions will guide the development of the City budget to identify and allocate resources in alignment with the strategic plan. The budget will tie to specific actions in the plan to support transparency and accountability of implementation.

FOSTERING A CULTURE OF STRATEGIC MANAGEMENT

The intention of a strategic plan is to foster a culture of strategic management and guide the organization in developing a more efficient, effective, and transparent system of providing public services. Regular engagement from the community, City Council, and the organization are essential to fostering a system that is responsive and accountable. It is recommended the strategic plan be updated annually to ensure the goals and actions remain relevant in meeting current community and organization needs. Additionally, annual updates maintain alignment among the strategic plan, budget, and department work plans.

The strategic plan should undergo a complete update every five years to conduct more comprehensive engagement, review the mission, vision, and values, and examine the broader community context. These major updates will ensure the five-year vision continues to serve as a North Star in guiding the community and organization. These community engagement efforts also help to foster strong relationships with the community and partner organizations to build support for implementing the goals.



2024 Lebanon City Council and Leadership Team



Report prepared by:



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MEMORANDUM

Community Development

To: Mayor Jackola and City Council Date: August 29, 2024
 From: Kelly Hart, Community Development Director
 Subject: Non-Profit Affordable Housing City Tax Exemption Program Adoption

I. INTRODUCTION

In March 2024, Crossroads Communities requested the City Council consider adopting the non-profit-owned affordable housing tax exemption established under Oregon Revised Statute (ORS) Sections 307.540 to 307.548. After two city council discussions, the Council directed staff to bring forward the adoption of the tax exemption program for consideration.

II. CURRENT REPORT

Under consideration is an ordinance adopting the provisions of Oregon Revised Statutes (ORS) Section 307.540 to 307.548 regarding non-profit corporation-owned low-income housing tax exemption. As established by state statute, non-profit organizations that own affordable housing may be eligible for a property tax exemption if the local governing body adopts the ORS provisions authorizing the exemption.

To qualify, the organization needs to be identified as a non-profit corporation as a 501(c)(3) or (4) of the Internal Revenue Code that is exempt from income taxation under section 501(a) of the Internal Revenue Code, and all units of the property (except those set aside as a manager’s unit) must be reserved for low-income households.

The adoption of this exemption by the City of Lebanon applies only to the City’s portion of the property tax assessed on the property. Other taxing entities may also adopt these provisions to increase the tax exemption. The entire property tax would be exempt if 51% or more of the combined taxing districts adopted this exemption. For property tax distribution, The City is 27.6% of the property tax, Linn County is 19.8%, Lebanon Fire District is 9.7%, Lebanon Community School District is 28.6%, and other education districts, the aquatic district, and 4H make up the remaining 14.3%.

If the Council adopts the tax exemption program, an administrative application process will be established based on the ORS 307.545 to verify non-profit status, compliance with the low-income requirements, and demonstration of benefit to project residents. Per ORS, the property must be recertified annually to maintain the exemption. Staff will develop the application materials and review the first round of application submittals to gauge the amount of staff time

required to process and recertify the submittals. At a future date, staff may propose a nominal application fee to cover city costs to process the annual application materials for this program.

Included for consideration is the draft ordinance, which includes ORS 307.540 to 307.548 as an exhibit.

III. RECOMMENDED ACTION

Consider adopting the proposed ordinance adopting ORS Sections 307.540 through 307.548 relating to non-profit affordable housing tax exemption.

**A BILL FOR AN ORDINANCE ADOPTING
THE PROVISIONS OF OREGON REVISED
STATUTES (ORS) SECTIONS 307.540 TO
307.548, REGARDING NON-PROFIT
CORPORATION LOW-INCOME HOUSING**

) **ORDINANCE BILL NO. 2024-15**
)
)
) **ORDINANCE NO. 3031**
)
)

WHEREAS, it is the purpose of this ordinance to promote the general welfare of the citizens of Lebanon; and

WHEREAS, there is an identified shortage of housing in Lebanon for low-income persons; and

WHEREAS, exemption of certain property owned by non-profit corporations from local property taxes will lower the cost of providing housing for low-income persons, thereby allowing economically feasible development and operation of such housing; and

WHEREAS, Oregon Revised Statutes (ORS) provides a process by which non-profit corporations may attain tax-exempt status for property occupied by low-income persons.

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

Section 1: The provisions of Oregon Revised Statutes (ORS) Sections 307.540 through 307.548, attached as Exhibit "A", are hereby adopted.

Passed by the Lebanon City Council and executed by the Mayor on this 11th day of December 2024 by a vote of ___ yeas and ___ nays.

CITY OF LEBANON, OREGON

Kenneth E. Jackola, Mayor
Michelle Steinhebel, Council President

ATTESTED BY:

Julie Fisher, City Recorder

ORS 307.540

Definitions for ORS 307.540 to 307.548

As used in ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption):

- (1) “Governing body” means the city or county legislative body having jurisdiction over the property for which an exemption may be applied for under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption). ↗
- (2) According to the election of a governing body pursuant to ORS 307.543 (Exemption limited to levy of governing body adopting ORS 307.540 to 307.548) (1), “low income” means:
 - (a) Income at or below 60 percent of the area median income as determined by the Oregon Housing Stability Council based on information from the United States Department of Housing and Urban Development;
 - (b) Intentionally left blank —Ed.
 - (A) For the initial year that persons occupy property for which an application for exemption is filed under ORS 307.545 (Application for exemption), income at or below 60 percent of the area median income as determined by the Oregon Housing Stability Council based on information from the United States Department of Housing and Urban Development; **and**
 - (B) For every subsequent consecutive year that the persons occupy the property, income at or below 80 percent of the area median income as determined by the Oregon Housing Stability Council based on information from the United States Department of Housing and Urban Development; **or**
 - (c) For housing units on property that is awarded tax credits through the federal Low-Income Housing Tax Credit program and is a qualified low-income housing project meeting the requirements of 26 U.S.C. 42(g)(1)(C), income at or below 80 percent of the area median income as determined by the Oregon Housing Stability Council based on information from the United States Department of Housing and Urban Development, provided the average area median income of all housing units on the property is at or below 60 percent of the area median income as determined by the Oregon Housing Stability Council based on information from the United States

Department of Housing and Urban Development. [1985 c.660 §1; 1993 c.168 §7; 2005 c.94 §39; 2015 c.141 §1; 2015 c.180 §45; 2021 c.528 §5]

Note: Section 6, chapter 660, Oregon Laws 1985, provides:

Sec. 6. ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) apply to tax years beginning on or after January 1, 1985, and before July 1, 2027. [1985 c.660 §6; 1993 c.108 §1; 2003 c.215 §1; 2011 c.191 §1]

Note: Section 3, chapter 141, Oregon Laws 2015, provides:

Sec. 3. (1) A governing body that has adopted the provisions of ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) before the effective date of this 2015 Act [October 5, 2015] may, on or after the effective date of this 2015 Act, elect a definition of “low income” under ORS 307.540 (Definitions for ORS 307.540 to 307.548) as amended by section 1 of this 2015 Act. An election made pursuant to this subsection applies to the first property tax year that begins on or after the date on which the election is made.

- (2) If a governing body described in this section does not make an election under subsection (1) of this section, the definition of “low income” provided in ORS 307.540 (Definitions for ORS 307.540 to 307.548) as in effect immediately before the effective date of this 2015 Act shall apply to the exemption allowed by the governing body.
- (3) This section is repealed on June 30, 2027. [2015 c.141 §3]

Location:

https://oregon.public.law/statutes/ors_307.540

Original Source: Section 307.540 — Definitions for ORS 307.540 to 307.548, https://www.oregonlegislature.gov/bills_laws/ors/ors307.html (last accessed Aug. 25, 2023).

ORS 307.541

Nonprofit corporation low income housing

- criteria for exemption

-
- (1) Property is exempt from taxation as provided under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) if:
 - (a) The property is owned or being purchased by a corporation described in section 501(c)(3) or (4) of the Internal Revenue Code that is exempt from income taxation under section 501(a) of the Internal Revenue Code;
 - (b) Upon liquidation, the assets of the corporation are required to be applied first in payment of all outstanding obligations, and the balance remaining, in cash and in kind, to be distributed to corporations exempt from taxation and operated exclusively for religious, charitable, scientific, literary or educational purposes or to the State of Oregon;
 - (c) The property is:
 - (A) Occupied by low income persons; **or**
 - (B) Held for the purpose of developing low income housing, for a period not exceeding a reasonable maximum period, if any, adopted by the governing body;
 - (d) The property or portion of the property receiving the exemption, if occupied, is actually and exclusively used for the purposes described in section 501(c)(3) or (4) of the Internal Revenue Code;
 - (e) The exemption has been approved as provided in ORS 307.547 (Determination of eligibility); **and**
 - (f) The information disclosed on the application filed pursuant to ORS 307.545 (Application for exemption) meets any other criteria adopted by the governing body.
 - (2) A governing body that adopts the provisions of ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) may adopt additional criteria for exemption that do not conflict with the criteria described in subsection (1)(a) to (e) of this section.

- (3)** For the purposes of subsection (1) of this section, a corporation that has only a leasehold interest in property is deemed to be a purchaser of that property if:
- (a)** The corporation is obligated under the terms of the lease to pay the ad valorem taxes on the real and personal property used in this activity on that property; **or**
 - (b)** The rent payable by the corporation has been established to reflect the savings resulting from the exemption from taxation.
- (4)** A partnership shall be treated the same as a corporation to which this section applies if the corporation is:
- (a)** A general partner of the partnership; **and**
 - (b)** Responsible for the day-to-day operation of the property that is the subject of the exemption. [1985 c.660 §2; 1995 c.702 §2; 1997 c.752 §11; 2005 c.94 §40; 2015 c.310 §7]

Note: See first note under 307.540 (Definitions for ORS 307.540 to 307.548).

Location:

https://oregon.public.law/statutes/ors_307.541

Original Source: Section 307.541 — Nonprofit corporation low income housing; criteria for exemption,
https://www.oregonlegislature.gov/bills_laws/ors/ors307.html (last accessed Aug. 25, 2023).

ORS 307.543

Exemption limited to levy of governing body adopting ORS 307.540 to 307.548

- exception
- additional provisions

-
- (1) Except as provided in subsection (2) of this section, the exemption granted under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) applies only to the tax levy of a governing body that adopts the provisions of ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption). At the time of adoption, the governing body shall elect a definition of "low income" under ORS 307.540 (Definitions for ORS 307.540 to 307.548). *o*
 - (2) The exemption granted under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) applies to the tax levy of all taxing districts in which property certified for exemption is located if, upon request of a governing body that has adopted the provisions of ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption), the rates of taxation of such taxing districts whose governing boards agree to the policy of exemption under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption), when combined with the rate of taxation of the governing body that adopts the provisions of ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption), equal 51 percent or more of the total combined rate of taxation on the property granted exemption.
 - (3) A governing body may adopt additional provisions relating to the exemption granted under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) that do not conflict with the provisions of ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption). [1985 c.660 §3; 2015 c.141 §2; 2015 c.310 §8]

Note: See first note under 307.540 (Definitions for ORS 307.540 to 307.548).

Item # 11.

Location:

https://oregon.public.law/statutes/ors_307.543

Original Source: Section 307.543 — Exemption limited to levy of governing body adopting ORS 307.540 to 307.548; exception; additional provisions,

https://www.oregonlegislature.gov/bills_laws/ors/ors307.html (last accessed Aug. 25, 2023).

ORS 307.545

Application for exemption

- (1) A corporation seeking the exemption granted under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) must file an application for exemption with the governing body for each assessment year the corporation wants the exemption. The application must be filed on or before March 1 of the assessment year for which the exemption is sought, except that when the property designated is acquired after March 1 and before July 1, the application for that year must be filed within 30 days after the date of acquisition. *℘*
- (2) The application must include the following information, as applicable:
 - (a) A description of the property for which the exemption is requested;
 - (b) A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose;
 - (c) A certification of income levels of low income occupants;
 - (d) A description of how the tax exemption will benefit project residents;
 - (e) A description of the development of the property if the property is being held for future low income housing development;
 - (f) A declaration that the corporation has been granted exemption from income taxation under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) or 501(c)(4) of the Internal Revenue Code; **and**
 - (g) A description of how the corporation and the property, respectively, meet any additional criteria adopted by the governing body pursuant to ORS 307.541 (Nonprofit corporation low income housing) (2).
- (3) The applicant shall verify the information in the application by oath or affirmation. [1985 c.660 §4; 1987 c.756 §15; 1993 c.108 §2; 1993 c.270 §25; 1997 c.541 §§133,133a; 2013 c.193 §7; 2015 c.310 §9]

Note: See first note under 307.540 (Definitions for ORS 307.540 to 307.548).

Location:

https://oregon.public.law/statutes/ors_307.545

Original Source: Section 307.545 — Application for exemption, https://www.oregonlegislature.gov/bills_laws/ors/ors307.html (last accessed Aug. 25, 2023).

ORS 307.547

Determination of eligibility

- notice to county assessor

-
- (1) Within 30 days of the filing of an application under ORS 307.545 (Application for exemption), the governing body shall determine whether the applicant qualifies for the exemption granted under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption). *ⓘ*
 - (2) Intentionally left blank —Ed.
 - (a) If the governing body determines that the applicant qualifies, the governing body shall certify to the assessor of the county where the real property is located, as set forth in ORS 307.512 (Filing deadline for certain housing-related exemption and special assessment programs), that all or a portion of the property is exempt from taxation under the levy of the certifying governing body.
 - (b) Notwithstanding paragraph (a) of this subsection, the governing body may send the certification required under this subsection on or before the deadline specified in ORS 307.512 (Filing deadline for certain housing-related exemption and special assessment programs), or as promptly as practicable after making the determination under subsection (1) of this section, whichever is later.
 - (3) Upon receipt of certification sent pursuant to subsection (2) of this section, the county assessor shall exempt the property from taxation to the extent certified by the governing body. [1985 c.660 §5; 2013 c.193 §8; 2015 c.310 §10]

Note: See first note under 307.540 (Definitions for ORS 307.540 to 307.548).

Location:

https://oregon.public.law/statutes/ors_307.547

Original Source: Section 307.547 — Determination of eligibility; notice to county assessor, <https://www.> -

ORS 307.548

Termination of exemption

- additional taxes

-
- (1) Intentionally left blank —Ed.
- (a) If the governing body that has granted an exemption under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) to property in anticipation of future development of low income housing in connection with the exempt property finds that the property is being used for any purpose other than the provision of low income housing, or that any provision of ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) is not being complied with, the governing body shall give notice of the proposed termination of the exemption to the owner, by mailing the notice to the last-known address of the owner, and to every known lender, by mailing the notice to the last-known address of every known lender. ↻
- (b) The notice required under this subsection shall state the reasons for the proposed termination and shall require the owner to appear at a specified time, not less than 20 days after mailing the notice, to show cause, if any, why the exemption should not be terminated.
- (2) If the owner fails to appear and show cause why the exemption should not be terminated, the governing body shall notify every known lender, and shall allow any lender not less than 30 days after the date the notice of the failure to appear and show cause is mailed to cure any noncompliance or to provide assurance adequate to the governing body that all noncompliance will be remedied.
- (3) Intentionally left blank —Ed.
- (a) If the owner fails to appear and show cause why the exemption should not be terminated, and the lender fails to cure or give adequate assurance of the cure of any noncompliance, the governing body shall adopt an ordinance or resolution stating its findings that terminate the exemption.
- (b) A copy of the ordinance or resolution required under this subsection shall be filed within 10 days after its adoption with the county assessor, and a copy shall be sent

to the owner at the owner's last-known address and to the lender at the last-known address of the lender within 10 days after its adoption.

- (4) Upon the county assessor's receipt of the governing body's termination findings:
- (a) The exemption granted the housing unit or portion under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) terminates immediately, without right of notice or appeal;
 - (b) The property shall be assessed and taxed as other property similarly situated is assessed and taxed; **and**
 - (c) Notwithstanding ORS 311.235 (Bona fide purchaser), there shall be added to the general property tax roll for the tax year next following the presentation or discovery, to be collected and distributed in the same manner as other real property tax, an amount equal to the difference between the taxes assessed against the property and the taxes that would have been assessed against the property had it not been exempt under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) for each of the years, not to exceed the last 10 years, during which the property was exempt from taxation under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption).
- (5) Notwithstanding subsection (4) of this section, if at the time of presentation or discovery, the property is no longer exempt, additional taxes may be collected as provided in subsection (4) of this section, except that the number of years for which the additional taxes shall be collected shall be reduced by one year for each year that has elapsed since the year the property was last granted exemption, beginning with the oldest year for which additional taxes are due.
- (6) The assessment and tax rolls shall show potential additional tax liability for each property granted exemption under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) because the property is being held for future development of low income housing.
- (7) Additional taxes collected under this section shall be deemed to have been imposed in the year to which the additional taxes relate. [1997 c.752 §14; 2013 c.193 §17]

Note: See first note under 307.540 (Definitions for ORS 307.540 to 307.548).

Location:

https://oregon.public.law/statutes/ors_307.548

Original Source: Section 307.548 — Termination of exemption; additional taxes, https://www.oregonlegislature.gov/bills_laws/ors/ors307.html (last accessed Aug. 25, 2023).



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MEMORANDUM

Administration

To: Mayor Jackola and City Council

Date: December 2, 2024

From: Ron Whitlatch, Interim City Manager

Subject: **Administration Update – November 2024**

- Staff will continue to pursue options for a solar array at the Wastewater Treatment Plant Facility. We will likely enter into a contract with a solar designer and start pinning down additional details, agreement with Pacific Power, and grant opportunities in early 2025.
- We are moving forward with relocating the City Council Chambers to the Library Community Room. We have obtained pricing for the audio/visual aspects that will be needed.
- The City Council reviewed the Five-Year Strategic Action Plan at the November Meeting. The final version of the plan will be recommended for approval at the December Council Meeting. Staff is looking forward to implementing the plan beginning in 2025.
- Over 300 letters were sent out to commercial, residential commercial, and industrial utility customers in November notifying them of the upcoming City Services Fee and what their bills will likely be every month. A flier also went out to all customers in the November Utility Billing.
- Staff spent considerable time preparing billing of the new City Services Fee. This included reviewing individual accounts, checking meter sizes, and determining door counts for multi-family complexes. With any new billing of this magnitude, we expect changes and corrections to individual accounts will be needed within the first six months as it is rolled out. Staff will work diligently to ensure that these are handled timely.
- Staff continues to work with Sean Tate (Tate Public Affairs), who is helping the City navigate legislative affairs and advocate for the City. We currently meet with Sean every other Wednesday. We will be preparing for and attending the next round of State Legislative Days coming up December 10th – 12th.
- A majority of my time was spent this month dealing with the Green Peter Reservoir Drawdown and the associated impacts. Fortunately, that turned out to be time well spent as the U.S. Army Corp of Engineers agreed to halt the reservoir drawdown on November 22nd. This was due to Lebanon, Sweet Home, and Albany all submitting letters requesting a halt of the drawdown due to the impacts it was having on all three

cities drinking water systems. For now, it appears that the drawdown will continue to occur yearly. We will be working with all those involved and encouraging another solution (unknown at this time) as the drawdowns will continue to be very impactful to drinking water systems on the South Santiam River.

- Holding regular Department Director Meetings (every two weeks) to keep moving priorities forward.
- Continue participating in the Department of Land Conservation and Development's completion of Linn County's Natural Hazards Mitigation Plan update. This plan includes updates for all cities in Linn County and will be presented to the City Council for approval in 2025.
- We are working on a new agreement with Lebanon Farmers Market to move their location to the Holiday Station at the corner of Park and Oak Streets. The goal is to have this in place by 2025.
- Kelly Hart and I continue to meet with Susan Patterson from the Oregon Cascades West Council of Governments twice a month to identify grant opportunities that could benefit the City. We are currently working on funding opportunities to support wastewater plant projects, water service line replacements, street projects, and any other projects that could benefit the city.



MEMORANDUM

City Recorder's Office

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

CURRENT REPORT: November 2024

- Compiled and Prepared the City Council Agenda, Packet, and Minutes for November 6, 2024 City Council meeting.
- Continued updates and Press Release for drawdown of Green Peter Reservoir and water quality
- Maintained and sent out the Preliminary Agenda Table
- Resolutions: (2) City Services Fee and Low Income Utility Rate Relief Program
- Ordinances: (4) City Services Fee, Code Updates and 2 Annexations
- Press Releases (Listserv@civicplus): (9) Suspicious circumstance, notices of construction, cultural passes, water service line materials, drinking water quality, drawdown halted.
- Public Meeting Notices (Listserv@civicplus): (3) City Council, Park and Tree Committee, and Planning Commission
- Documents added to ORMS: 172
- Public Records Request: (3)
- Records Destruction Certification: (23) Police Department
- Liquor Licenses Processed: (0)
- Contact Us Submissions: (2) Aggressive Dogs
- Social media: (September 15 - October 14) Facebook followers = 4,465, new followers = 20, post reached = 3,624
- City Website: 10,825 Total Users (visited the website) with 27,807 Views from October 15 – November 14. Top Four Webpages Visited: Home Page, Utility Payments, Library, Search
- Maintained the City boards/committee database, tracked terms, and archived minutes.
- Tracked all City agreements/contracts and sent out reminders about ones that are expiring.
- Tracked and archived deeds, easements, and rights of way
- Elections: Election Results are expected to be certified during the December Council meeting.



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MEMORANDUM

Community Development

To: Mayor Jackola and City Council Date: December, 2024
 From: Kelly Hart, Community Development Director
 Subject: Community Development Department City Manager Report Updates

Planning:

- The November Planning Commission was canceled due to lacking public hearing items. The Planning Commission participated in a joint City Council-Planning Commission work session on November 13, 2024, to review the latest updates of the development code project.
- In November, no projects were approved administratively.
- There are currently six land use applications under review:
 - PLA-24-05 for a property line adjustment between two parcels on Vine Street (staff is reviewing the application)
 - AR-24-07 and VAR-24-11 for the development of a new commercial building, including a request for an adjustment to the street side setback for the property located on Primrose Street and Russell Drive in the Highway Commercial zone (Notice of Decision is pending)
 - VAR-24-12 for an adjustment to the rear setback of a property on S 7th Street (Public notice has been issued)
 - CPMA-24-01 and ZMA-24-01 for a comprehensive plan map and zoning map amendment to rezone a residential block from low-density to high-density residential on Hiatt Street (application scheduled for public hearing before planning commission in December and City Council in January 2025)
- City Legislative Efforts: Staff is preparing for and will participate in Legislative Days at the Capitol, scheduled for December 10-12.
- Strategic Planning Update: The strategic plan will be presented to the City Council for adoption consideration at the December City Council meeting. Once adopted, staff will begin developing department implementation plans and reporting programs and implementing the plan.
- Housing Production Strategy Implementation: The second project advisory committee was held in October to review the first round of draft code amendments. Comments were provided. The draft code and PAC comments were presented at a joint work session with the city council and planning commission on November 13, 2024. Staff is working with the consultants to develop the final proposed code language based on direction from the PAC and the City Council and Planning Commission. The next round of code updates will be presented to the PAC in January.
- Solar Project: Staff will continue evaluating the solar opportunities for the wastewater treatment plant and prepare a grant application for May 2025.

- Grant Administration (Oregon Cascade West Council of Governments):
 - Submitted applications: Safe Streets 4 All grant. The grant has been awarded, and the OCWCOG is awaiting the grant agreement.
 - Grant Research: Wastewater Treatment Plant capital grants, solar grants, emergency operations, and water line replacements.
 - Grant Administration: OCWCOG is administering the EPA grant funding the environmental assessment work currently underway for the Champion Mill site and the upcoming reuse planning process.
 - The City Manager, Community Development Director, and Finance Director participated in a discovery call for Euna Grants, a program to help with grant administration and tracking, as an option to increase the city's grant capacity.
- Rules Advisory Committee on Housing: DLCD has developed draft rules for the committee to review. Director Hart continues to submit comments on updated drafts. The final rules advisory committee meeting for the Oregon Housing Needs Analysis is scheduled in December.
- Lebanon Community School District Facilities Advisory Committee: The Community Development Director continues participating in the LCSD Facilities Advisory Committee.
- Natural Hazards Mitigation Plan: The City continues to participate in developing the Linn County Natural Hazards Mitigation Plan. Staff continues to work with the project consultants to verify the accuracy of Lebanon's data for the Community Profile. A final draft of the plan has been circulated for review.
- Multiagency Coordination on Homelessness (MAC) group: The MAC group announced during its November meeting that the 2025 Point-In-Time Count is scheduled for Wednesday, January 29, 2025. Community Services Consortium is taking the lead in coordinating volunteers and community resources to help with the regional count of unhoused individuals.

Building:

- The city processed 52 permits in October. The total fees received were \$34,274.36, and the construction valuation was \$1,648,610.45.
- By comparison, in October 2023, 41 permits were processed. The total fees received were \$13,675.34, and the valuation of construction was \$833,449.52.
- A current list of the larger construction sites include:
 - Riverside Banks Subdivision and Duplexes (Williams Street)
 - 8-lot subdivision – Cascade Estates (Seven Oaks Lane/Cascade Drive)
 - 19-lot subdivision (Walker & Wassom)
 - 26-lot subdivision – Franklin Grove Estates (Franklin and Russell Drive)
 - Blackrock Apartments – 12 units (2nd Street and Airport Road)
 - Airport Road Apartments – 60 units (Airport Road and Russell Drive)
 - Gas Station and Convenience Store (911 W Airport)

Economic Development:

- Business visitation program: The Community Development Director, City Manager, Mayor, and Councilor Salvage visited Colonia Paz for the November Business Visitation program. The meeting included a robust discussion on the numerous programs provided by Colonia Paz to the on-site community, the amount of need for affordable housing that still exists in the community, with a year-long waitlist for an apartment at Colonia Paz, and opportunities for the City and Colonia Paz community to partner further.
- Downtown Building Restoration Program: The Wells Fargo building grant has been completed and closed. Papa's Grocery, now Wisteria House, has requested a grant extension due to delays associated with the state grant requirements. The new grant cycle will be released at the beginning of 2025.
- Rural Economic Alliance (REAL): The business survey is being evaluated, and a marketing plan is being developed based on the results. Over 100 survey results were received throughout the region, with most respondents from Lebanon. The REAL group did not meet in November due to the Thanksgiving holiday; the next meeting is scheduled for December 13, 2024.



MEMORANDUM

Finance Department

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

FROM: Brandon Neish, Finance Director

RE: Department Report – November 2024

- Accounts Payable
 - Payments made in November 2024; 245 checks were processed for payments of \$1,991,632.58.
- Payroll
 - Payroll was processed on November 8th and November 22nd for all employees. In total, 122 employees were paid during the month of November.
 - The following adjustments have processed since July 1, 2024 for payroll errors:
 - July 2024:
 - Employee had call back on the timecard that was missed on import into payroll. A manual check was completed on pay day (June 19th) for the missing call back hours.
 - Employee had overtime that was related to a contract provision. The time was placed on the timecard on June 30 but should have been listed on another date to ensure pay changes on July 1 were used for the OT calculation. The employee was paid for the additional rate of pay by a manual check.
 - August 2024:
 - Employee received retro pay in August due to timing of formalizing changes in employment status.
 - 9.5 hours was recorded on employee timecard for three days. Hours should have been 10 (likely reducing due to automatic lunch). Employee was paid for additional hours on next paycheck.
 - Two police employees were paid retro wages after pay range was revised due to market adjustment. Changes were backdated to previous pay period, requiring retro pay.
 - September 2024:
 - Employee missed recording four hours on timecard which was not caught by supervisor or payroll staff during processing. Manual check cut for missed hours.
 - October 2024:
 - No errors were identified for October.
 - November 2024:
 - Excess compensatory hours that purged from an employee's bank due to maximum threshold were not cashed out on their paycheck as required. This was an error made due

to a filter on a report ran prior to each payroll. Report has been fixed and manual check was cut for missed hours.

- Audit
 - Auditors were present for the interim field audit on August 15-16.
 - Auditors were present October 21-25 for the final field audit. Staff has a few items left to address, specifically capital assets, outstanding accounts payable, and some questions sent by auditors. Staff is attempting to wrap up all remaining items quickly to ensure a timely delivery of the audit report.
- Utility Billing:
 - 6,325 billing statements (including electronics) were mailed November 26th for a total of \$1,124,181.56 in utility revenue.
 - 39 Owner Lien (past due) notification letters were mailed.
 - On November 15th, 305 phone calls went out to notify customers they have a past due balance.
 - There were a total of 82 lockouts in November.
 - There was a total of 316 service requests in November: 58 move ins, 82 lock-offs, 15 re-read meters, 75 reconnects, 27 move outs, 9 leak checks, 8 changed meters, 19 turn ons, 8 turn offs, 4 meter installations, no meter removals, no dead meters, no water quality checks, 2 pressure tests, 3 emergency requests, no meter tests, no meter locates and 6 miscellaneous requests.

Utility Billing Data

	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24
Active Accounts	6,582	6,581	6,581	6,581	6,581	6,598	6,614	6,619	6,641	6,641	6,641	6,641	6,645
Penalty Applied	234	426	426	426	426	273	159	309	11	246	249	83	225
Lock Offs	114	N/A	107	77	135	71	118	77	136	72	86	118	82

Municipal Court Data

	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24
Charges Filed	180	102	241	95	132	158	235	148	210	194	151	189	130
Show Cause Issued	55	45	50	55	53	58	58	46	66	41	56	65	66
Licenses Suspensions Issued	20	47	39	51	38	38	52	33	52	47	41	68	47
Warrants Issued	169	141	174	202	164	108	205	166	160	199	171	205	197
Charges Disposed	92	170	163	196	117	122	177	161	177	170	162	186	159



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INFORMATION TECHNOLOGY SERVICES – Brent Hurst, Director

IT

- The Public Works Bulk Water System is functional and dispensing water for public works needs as a test of the system. We expect the system to be fully operational for customers to use by January 2025.
- New storage was brought online and configured for use by city systems this month.
- Weekly and monthly security and vulnerability patches were completed.
- Staff addressed multiple other routine break-fix issues, equipment replacements, and maintenance renewals for IT.

GIS

- Continued OHA Lead & Copper Survey Project.
- Continued GIS/Utility Billing meter reconciliation both virtually and on site.
- Web map updates with coordination of GIS and Community Development departments continue as scheduled.
- Address coordinate updates were completed for the Police CAD system.
- Coordinated new address updates with Community Development and Linn County GIS.
- The monthly tax lot updates from Linn County were completed.



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MEMORANDUM

Lebanon Public Library

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

Date: December 2, 2024

From: Kendra Antila, Library Director

Subject: Manager's Report

- We've added another cultural pass, this time to the Cascades Raptor Center. This pass was donated, but our Friends group has expressed an interest in purchasing more on our behalf, so we are actively seeking passes to other locations.
- We received \$500 from the Daughters of the American Revolution. The funds will be used to purchase Revolutionary War era books for the children's area (Easy, Junior and Young Adult).
- Baby and Preschool Storytimes will resume on January 8th.

THE CITY THAT FRIENDLINESS BUILT



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Item # 12.

MEMORANDUM

Police Department

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

Date: December 2, 2024

- For November 2024, the Patrol Division had approximately 1,603 calls for service, made 115 arrests, conducted 199 traffic stops, and wrote 175 case reports. We continue to increase case numbers and are approximately 1,500 case numbers above last year at this time.
- We will be testing on December 5th, 2024 for Communications Specialist. At present, we plan to test 9 individuals.
- Community Services staff members Albanese and Johnson, along with members of the police department, continue to conduct extra patrol within our parks system to assist in reduction of unwanted activities (ordinance violations and trespassing), and provide guidance related to overnight camping. This past month, seven individuals were trespassed from the parks for City ordinance violations. Staff continues to work diligently to provide resources to members of the houseless community; approximately four resource guides were handed out, and over the past month, two individuals utilized the sleeping location in front of the Justice Center.
- Community Policing staff has been working on coordination of another Shop-With-A-Cop event; this year we anticipate serving over 70 local children.
- Many hours have been spent so far arranging the annual Holidays in the Park event that is scheduled for this Saturday. This year's festivities will include carriage rides, a tree lighting, community performers, and a twilight parade through downtown.
- The Detectives Division remains busy. This month, they were assigned five (5) new cases, reviewed twenty-seven (27) DHS referrals, and were able to close out two (2) cases. Detective staff members continue to work the complex shooting case that occurred downtown. They also spent time aiding neighboring agency groups with warrant execution and drug interdictions.
- There was one (1) use-of-force incident to report for the month. Officers responded to a reported physical domestic; upon arrival, the female party had signs of being in a physical altercation, and the male was refusing to allow the officers into the residence.

(continued)

When the officers began detaining the male, he pulled away from them, sat down with his back against a wall, and refused verbal commands. The male continued to refuse to cooperate while officers put him on his stomach. Officers were then able to detain the male with no further incident. There were no injuries to any of the involved parties. Every use-of-force incident is reviewed extensively by a Sergeant, Lieutenant, the Captain, and finally the Chief. The use-of-force incident was found to be justified and fell within policy.

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



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MEMORANDUM

Public Works

Date: December 3, 2024

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

A. Collections (Sanitary-Storm):

- Mowing
 - Maintenance mowing and weed eating as weather allows
 - Removed downed tree and debris from Burkhart Creek
- Manholes:
 - Inspecting manholes for I&I
 - Raised manhole in alley behind Church.
- Sewer Mains:
 - Cleaned 1750 Feet and Video Inspected 1750 Feet of sanitary sewer main line.
 - Flushed low flow, dead end sewer mains.
 - Identified spots to Investigate for I&I in mains
- Sewer Laterals:
 - Assisted 6 customers with sewer lateral issues.
 - Video inspected 350-feet of sanitary sewer laterals.
 - 1 cleanout installed.
 - Conducted 1 sewer lateral replacement investigation.
 - 1 -entered program
 - 5 -not eligible or did not require replacement
 - 0 -working with customers to gather more information
 - Note: We were able to get all private laterals to at least a temporary working condition
 - Two laterals were hit by contractors while boring, both located, neither exposed.
- Storm:
 - Cleaned ditch inlets and culverts to maintain storm water flow
 - Investigated complaint of grease dumped in parking lot catch basin.
 - Determined this was isolated to one catch basin and corrected issue.
 - Worked with business on plan to prevent future mishaps
 - Cleaned 415 Ft of storm main and 5 related catch basins.
 - Completed several rounds of catch basin/curb inlet clearing during rain events.
- Special projects:
 - Locate Sewer mains and laterals for Zipty Fiber
 - Monthly equipment checks and maintenance are completed.
 - Checked River Park RV Dump Station holding tank, and operation of the pump.

- Cleared three plugs in Dump Station. Issue appears to be rocks and rags
- Checked Gill's Landing Pump Station and pump operation.
- Completed Fall well meter reads.
- Completed 2 plan reviews for CDC.
- Assisted with new water service install.
- Removed pump from Strawberry Plaza for the winter
- Worked with Fire District locating spots for Confined Space Rescue Training
- Assist with water lock-offs.
- Sand delivered to Sheriff's Substation for sandbags

B. Parks:

- Opened, closed, and cleaned parks restroom buildings daily.
- Began leaf pickup at the parks.
- All parks and trails system garbage's checked daily and emptied.
- The trail system is cleaned weekly of leaves and other debris.
- All park irrigation has been shut off for the season.
- There has also been an increase in daily vandalism and trash pick-up which has increased the amount of time it takes crews to clean restrooms and complete trash pick-up.
- Gills Landing
 - There were 60 RV park reservations for the month of November.
 - There was 1 shelter rental for the month of November.

C. Streets:

- 14 – days were spent sweeping.
- Completed prep work for shop parking lot paving project.
- Installed and removed street banners for public events.
- Prepared barricades and signs to be picked up by special event holders.
- Hung downtown snowflakes and winter banners.
- Started leaf collection through Lebanon.
- Crews replaced street signs / posts that had been damaged, graffitied, or were faded.
- Responded to garbage clean-ups on roadway.
- Graded gravel roadways, alleys, and shoulders of roads and filled potholes throughout town.
- Installed storms like and catch basin at maintenance shop.

D. Wastewater Treatment Plant:

- The Lebanon WWTP was in full compliance with our NPDES permit for October 2024.
- Influent flow for the month of October averaged 2.19 MGD with a peak of 4.17 MGD and a total of 67.95 MG
- Set up to dose polymer to Clarifiers in preparation of higher winter flows
- Completed repairs to Digester #2 blower

E. Water:

- Meter reading was completed.
- Daily water service orders including leak checks, locates, taste and quality issues, water samples and other customer concerns continue.
 - Followed up on water concerns and completed sample testing requested by citizens.
 - Completed state water samples.

F. Water Treatment Plant:

Production	
Monthly Water Use (Intake Flow Meter)	74.43 MG
Finish Water Produced	66.92 MG
Water Sent to Cheadle Lake	00.00 MG

Water Quality					
Finish Chlorine			CT Basin Turbidity		
Min > 0.20 mg/L	Max < 4.00 mg/L	Average ~ 1.00 mg/L	Min	Max < 1.000 NTU	Average
0.78	1.22	1.08	0.013	0.017	0.014
Finish pH			Filtrate Fluoride (Average of Each Day)		
Min > 7.00 pH	Max < 9.00 pH	Average	Min	Max < 4.00 mg/L	Average ~ 0.70 mg/L
7.29	7.92	7.58	0.00	0.00	0.00

- Rebuilt Caustic CIP pump.
- Testing High new slow drain valve settings.
- SOPs Updated for High NTU.



MEMORANDUM

Senior Services & LINX Transit

Date: December 2, 2024

To: Mayor Jackola and City Council

From: Kindra Oliver, Senior Center & LINX Transit Director

Subject: Monthly LINX & Senior Center Report

LINX Transit:

LINX Transit has provided over 30,500 rides to date, which is a few hundred more rides than we provided for the entire 12 months of FY2021-22. We are on track to provide 72,000-75,000 rides this fiscal year.

LINX Transit has received word back from the following grant applications for the FY2025-27 biennium:

- Allocation of \$1,598,000 in Statewide Transportation Improvement Funds (STIF) payroll funds, for LINX operations; the Linn County STIF plan will be presented to the Linn County Board of Commissioners in December for review and to seek approval.
- Allocation of \$190,000 in STIF population funds, for LINX operations; the Linn County STIF plan will be presented to the Linn County Board of Commissioners in December for review and to seek approval.
- Allocation of \$428,000 in STIF Discretionary Funds through ODOT, for LINX operations expansion to respond to the significant increases in ridership over the last few years; The recommendation to fund the grant was approved by the ODOT Public Transportation Advisory Committee on December 2nd. The recommendations for funding will now be forwarded to the Oregon Transportation Commission for review and to seek final approval in early 2025.
- Allocation of \$262,657 in federal 5311 funds for LINX operations; this is an allocation from ODOT, based on prior year service metrics, including number of rides, service miles driven and service hours for most recent year or data available in the National Transit Database.
- Allocation of \$55,966 in federal 5310 funds for maintenance expenses related to the LINX fleet, to follow preventative maintenance plans at proper mileage intervals and keep the vehicles in excellent working order. The addition of our City Mechanic has been a game changer. We are very thankful to be able to have vehicles looked at and worked on in a very timely manner and safety and preventative maintenance held to the highest standard.

Senior Center:

Our Veterans Recognition Event welcomed local veterans from nearly every branch of service this year. We had a lot of youth involvement this year, which is always very meaningful to our veterans. The High School JROTC Color Guard presented and retired the colors for us. Over 20 students from the Seven Oaks Leadership Class came and shared what they had learned about the core values upheld by our armed forces, such as integrity and courage, as well as their gratitude for family members that have served. A local member of the American Legion came to share about his experience in the service. Seniors were invited to look at historic 1940's issues of Life magazine, and even take them home to enjoy. Our program closed with another member of the Legion playing TAPS on the trumpet.

Our Thanksgiving Banquet is definitely seeing numbers like we did before our closure during the pandemic. This year we served 243 meals to local seniors. The Lebanon High School cheerleaders volunteered to help serve the meal to seated seniors and the Central Linn Blue Notes choir came and sang classic holiday tunes to entertain. The Oaks at Lebanon, Willamette Manor, Meadowlark Senior Living, and the Gillott Home Team all sponsored additional sides and desserts to complete the traditional Thanksgiving meal. We had some general donations come in to greatly offset the cost of food and materials. So many seniors look forward to this event every year. It is a special time of ensuring all seniors in our community not only have a good meal but also experience community and togetherness during the holiday.

The Senior Center is in the 10th year of coordinating our Tree of Giving Program! Community members wait in anticipation for the tags to go up. For some it has become a tradition to adopt a senior and for others it is a chance to share a lesson in values with their children. No matter the reason for adopting a tag, we are so proud of our community to ensure isolation and difficult times do not darken the spirits of many seniors in our community. Over the past 10 years this program has brightened the holidays of well over 350 seniors. Tears of joy and sparkling eyes appear on the faces of many seniors when elves show up at their door with a small gift and spreading holiday cheer.



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MEMORANDUM

City Recorder's Office

To: Mayor Jackola and City Council
From: Julie Fisher, City Recorder
Subject: City Manager Contract

Date: December 11, 2024

I. INTRODUCTION

Approval of the City Manager Contract

II. CURRENT REPORT

In September 2023, The City of Lebanon passed Resolution 2023-14, and adopted a City Manager Position Profile as the Standards, Criteria, Policy Directives and Methodology to be used in hiring a City Manager and allowed for Public Comment during the Public Hearing.

The recruitment and interview process yielded no final candidate. The City Council directed staff to suspend the City Manager Recruitment until July 2024.

The City Council revisited the recruitment during the August 14, 2024 Regular City Council meeting. Councilor Steinhebel stated that Interim City Manger Ron Whitlatch has done an excellent job and has lived in the community for 30 years. Councilor Steinhebel stated she would support Ron Whitlatch as the permanent City manager. Consensus of the Council was the same. City Council directed Human Resources Director Angela Solesbee and City Attorney Tre Kennedy to negotiate a contract to bring back to Council.

The City Manager Contract does request a waiver from the residency requirement adopted in the 2023 City Manager Job Description. While the residency requirement serves an important purpose, Interim City Manager Ron Whitlatch has demonstrated his commitment to local engagement and community, and ability effectively lead our city and address challenges. Interim City Manager Whitlatch resides just outside the City of Lebanon.

III. RECOMMENDATION

Make a motion to approve the City Manager Contract between the City of Lebanon and Ron Whitlatch and authorize the Mayor to sign the same.