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.

CALL TO ORDER / FLAG SALUTE

ROLL CALL

APPROVAL OF COUNCIL MINUTES: October 11, 2017 Regular Session Minutes

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

AGENDA:

Lebanon City Council Agenda – November 8, 2017

BOARD MINUTES:

Arts Commission – September 18, 2017
Parks Committee/Tree Board – July 25, 2017
Senior & Disabled Services Advisory Committee – July 19, 2017

PROCLAMATION / PRESENTATION / RECOGNITION:

- Annual Risk Report for 2016/17, presented by Barker-Uerlings Insurance

PUBLIC COMMENTS: The Council welcomes all respectful comments regarding the City’s business. Citizens may address the Council by approaching the microphone, signing in, and stating their name and address for the record. Each citizen is provided up to 5 minutes to provide comments to the Council. The Council may take an additional two minutes to respond. The City Clerk will accept and distribute written comments at a speaker’s request.

REGULAR SESSION:

1) Boys & Girls Club (Old Library) Lease Renewal

   Presented by: Tre Kennedy, City Attorney

   Approval/Denial by MOTION
2) City Manager’s Report
   Presented by: Gary Marks, City Manager
   Discussion

ITEMS FROM COUNCIL

PUBLIC COMMENTS: An opportunity for citizens to comment on items of city business.

ITEMS FROM PRESS: An opportunity for the Press to ask questions pertaining to city business.

NEXT SCHEDULED COUNCIL MEETING(S)

- December 13, 2017 (6 p.m.) Regular Session
- January 13, 2018 (6 p.m.) Regular Session

ADJOURNMENT
Approval of Minutes
Council Present: Council President Bob Elliott, Councilors Jason Bolen, Floyd Fisher, Robert Furlow and Rebecca Grizzle

Staff Present: City Attorney Tré Kennedy, City Manager Gary Marks, City Clerk Linda Kaser, Police Chief Frank Stevenson, Community Development Director Walt Wendolowski, Library Director Kendra Antila, and Engineering Services Director Ron Whitlatch

CALL TO ORDER: Council President Elliott called the Regular Session of the Lebanon City Council to order at 6:02 p.m. in the Santiam Travel Station Board Room and led in the Pledge of Allegiance.

ROLL CALL: Roll call was taken with Mayor Aziz and Councilor Rieskamp absent. Councilor Bolen arrived at 6:37 p.m.

APPROVAL OF CITY COUNCIL MINUTES

Councilor Furlow moved, Councilor Grizzle seconded, to approve the September 13, 2017 Regular Session Minutes as presented. The motion passed unanimously.

CONSENT CALENDAR

AGENDA:
City of Lebanon Council Agenda – October 11, 2017

BOARD MINUTES:
Arts Commission – August 28, 2017
Bike & Pedestrian Advisory Board – June 8, 2017
Library Advisory Committee – July 11, 2017

Councilor Grizzle moved, Councilor Furlow seconded, to approve the Consent Calendar as presented. The motion passed unanimously.

PRESENTATION – Tribute to Honor / K-9 Officer

Police Chief Stevenson introduced Jeff Keller who spoke about Tribute to Honor, a non-profit, now managed by Grant Coffey. The group runs the Keaton Coffey Project K9's for Vets, which honors his son who was killed in Afghanistan. Mr. Keller thanked Beth Weil, a veteran, who donated two puppies to the project, and generously offered to train one of the dogs as a police service dog at no cost (equating to upwards of $1500.00).

Mr. Keller presented a female puppy to Officer Eric Stein of the Lebanon Police Department. This gift also honors his son who was also killed in Afghanistan. Chief Stevenson expressed his appreciation and stated that it is an honor that the Keaton Coffey Project considered Lebanon and its Police Department. He added that the community will be voting on a name for the new police dog.

PROCLAMATIONS - Council President Elliott proclaimed November 1 as Extra Mile Day.
PUBLIC COMMENTS

Thomas Poulion, 1350 Williams Street, provided information on a possible canine fundraiser at Golf City. He also suggested reinstating the weigh station next to Scroggins Mill as a way to raise money for the Scroggins Mill Project. Councilor Grizzle suggested that he speak with the Scroggins Mill Committee.

The following people spoke about the chronic speeding on 5th Street (between Airport Road and Kees Street) and requested some kind of traffic deterrent, i.e. lights, speed bumps and better signage: Wyatt King, 2076 S. 5th Street; Nick Bottger, 2060 S. 5th Street; and Jim Swindle, 2057 S. 5th Street.

Engineering Services Director Whitlatch reported that previous traffic studies indicated that the area did not warrant a traffic signal. Stevenson said that they are aware of the issue in this area and have been working with residents. The department, unfortunately, does not have resources to post an officer there at all times but things are being done proactively. The Chief explained that Maintenance Services Director Williams is checking into the criteria for establishing a school zone; and Engineering is running a three-week traffic counter, which will provide data to help determine the best direction.

Samuel Brackeen, 134 Joy Street, requested a monthly update be provided, at the beginning of each meeting, on this issue until it is resolved.

Councilor Grizzle stated that she does not feel this is an efficient way to update on things each Councilor is working on because issues like this are a concern in other areas of the City as well. Mr. Brackeen asked whether progress updates can be brought up somewhere, like the newspaper or [City] website.

Councilor Bolen said that since this is an enforcement issue, he should contact Police Captain Burroughs for updated information. Chief Stevenson stated that this is not only a law enforcement issue; staff is trying to address multiple things within enforcement – speed bumps, school zone, signage, etc. As a fire officer, Councilor Bolen shared that he would not support speed bumps all over town because it would severely hinder response times.

PUBLIC HEARING:

1) Annexation – 2255 Stoltz Hill Road (Boucher)

Council President Elliott opened the Public Hearing at 6:47 p.m.

City Attorney Kennedy read the quasi-judicial procedures (ORS 197.763) and noted that they are also posted on the wall. There were no objections from the audience to the notice sent out in this case or to the jurisdiction of this body to hear and consider this case. There were also no declarations of ex parte contact, conflict or bias by any member of the Council.

Community Development Director Wendolowski presented an annexation request for 2225 Stoltz Hill Road (approximately 0.11 acres) to allow extension of City water service to the property. He indicated that no comments were received by area property owners, affected agencies or Department of Land Conservation and Development. The Planning Commission unanimously recommended that the Council approve the annexation and establish the Residential Mixed Density zone on the newly annexed property.

Hearing no applicant testimony or public comments, Council President Elliott closed the Public Hearing at 6:58 p.m.
Kennedy read the title of ORDINANCE BILL NO. 2017-17, ORDINANCE NO. 2905. Councilor Bolen moved, Councilor Grizzle seconded, to APPROVE ORDINANCE BILL NO. 2017-17, ORDINANCE NO. 2905, 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 17-07-30; SCOTT & CHRISTINE BOUCHER. The motion passed unanimously.

REGULAR SESSION:

2) Republic Services Rate Change

City Manager Marks introduced Julie Jackson of Republic Services, who discussed the 3.5% rate adjustment, which will average about 79 cents per residential customer. The refuse rate index factors in the CPI, fuel and disposal costs but fluctuates from year to year.

In 2016, they collected 10,805 tons of organic material in Linn County; this is up by 777 tons from 2015 and by 1,136 tons from 2014. She attributes the difference to Lebanon collecting more organic material. Of the 4,688 Lebanon (city limits) customers, 2,758 have a 35-gallon cart, four have a 65-gallon cart, and 1,700 have a 90-gallon cart. Many Lebanon residents were able to downsize to the 35-gallon because of weekly organics pick up.

Ms. Jackson informed the Council that, as of January 1st, they may no longer be able to accept plastics because of China's recycling cleanup program. They will keep abreast of this and will let cities know of any changes.


3) Linn Libraries Consortium Intergovernmental Agreement

Library Director Antila presented a request to enter into an intergovernmental agreement allowing the Lebanon Library to join Linn Libraries Consortium Resource Sharing for $1,500 per year. This agreement would allow the Library to gain a larger collection and offer patrons more choices, by being able to check out items from other libraries; and more convenience, by being able to check them out at their home library.

Councilor Bolen moved, Councilor Grizzle seconded, to ENTER INTO THE LINN LIBRARIES CONSORTIUM INTERGOVERNMENTAL RESOURCE SHARING AGREEMENT. The motion passed unanimously.

4) Boys & Girls Club (Old Library) Lease Renewal

Marks recommended that Council approve a proposed commercial lease agreement with the Boys & Girls Club for the old City Library property. The renewal is for one-year as the City goes through facilities master planning. Kennedy declared a potential conflict of interest because he serves on the Boys & Girls Club Executive Committee. He added that the original agreement was written by Tom McHill. The simple changes made does not change the agreement substantively.

Regarding tenant obligations, Councilor Bolen asked who makes the determination that a repair is needed. Kennedy stated that basic normal wear and tear repairs are almost always the tenant's responsibility. Anything substantive would normally be the responsibility of the owner. Councilor Bolen stated that he considers many things listed under tenant obligations (bearing wall, structural members, roofing) as being substantive and not necessarily the responsibility of the lessee. He asked whether the agreement can be revised for further discussion.

Councilor Fisher felt that, even though it is more cosmetic, the cracking in the foundation and brickwork must be taken care of at some point. If the Council is agreeable, the City should look at ways to fund the repair. Councilor
Furlow commented that he did not get the impression that the Boys & Girls Club or the School District had concerns about the lease as currently written. Marks confirmed for Councilor Furlow that there was no language change (other than the dates) in the agreement.

**Councilor Furlow moved to APPROVE THE ONE-YEAR COMMERCIAL LEASE AGREEMENT.**

Kris Latimer, Boys & Girls Club Executive Director, stated that they appreciate this agreement with the City. She does not foresee any significant issues with the building and are happy to do regular maintenance.

Councilor Grizzle agreed with Councilor Bolen about postponement, if the agreement can be revised within the next month. Kennedy recalled there was discussion about why the obligation section was written that way. City Clerk Kaser believed that it was because the City is not charging rent.

The motion died for a lack of a second. **STAFF WILL DO FURTHER RESEARCH AND BRING A REVISED VERSION OF THE AGREEMENT TO THE NEXT MEETING.**

5) **Amending LMC 5.10 – Liquor License Recommendations**

Kaser stated that the proposed amendments to Chapter 5.10 Liquor License Recommendation merely reflect which department and staff are responsible for overseeing certain aspects of the recommendation process over the past 10 years. Staff requests approving the changes as a housekeeping measure.

Kennedy read the title of ORDINANCE BILL NO. 2017-18, ORDINANCE NO. 2906. **Councilor Bolen moved, Councilor Furlow seconded, to APPROVE ORDINANCE BILL NO. 2017-18, ORDINANCE NO. 2906, A BILL FOR AN ORDINANCE AMENDING SECTIONS OF CHAPTER 5.10 OF THE LEBANON MUNICIPAL CODE – LIQUOR LICENSE RECOMMENDATION. The motion passed unanimously.**

6) **Amending LMC 12.12 – Parks and Public Places**

Kaser presented the staff report on behalf of Maintenance Services Director Williams. In light of the recent acquisition of Cheadle Lake Park and the change in usage of Strawberry Plaza, staff felt the proposed modifications listed on the strikeout version of the ordinance was needed to clarify the process for reservations after dusk, cleaning up language relating to who is responsible for certain aspects of the ordinance, and increasing the fine under Section 12.12.190 to $1,000.

Kennedy read the title of ORDINANCE BILL NO. 2017-19, ORDINANCE NO. 2907. **Councilor Bolen moved, Councilor Grizzle seconded, to APPROVE ORDINANCE BILL NO. 2017-19, ORDINANCE NO. 2907, A BILL FOR AN ORDINANCE AMENDING CHAPTER 12.12 OF THE LEBANON MUNICIPAL CODE – PARKS AND PUBLIC PLACES. The motion passed unanimously.**

7) **Lebanon Skate Park Property Transfer**

Whitlatch presented staff's recommendation to accept the skate park property deed as it has always been the intent that the City take over ownership. The Skate Park Committee feels that it is now a good time for the City to take control and use its existing value to apply for parks grants. Marks pointed out that the City would qualify for State grants that the private non-profit would not.

Whitlatch reported that there is no outstanding debt. The only expenses would be the monthly power fees and maintenance, which will be performed by City staff. According to Director Williams, materials and services will not need to increase because of this acquisition. Responding to Councilor Grizzle's question about insurance costs, Whitlatch stated that this falls within the City's insurance so there is no additional cost.
Dan Snyder, Lebanon Skate Park Committee, shared that the park is being well used. Council President Elliott and Councilor Bolen expressed appreciation to the Committee for their great work. In response to Councilor Bolen's question, Mr. Snyder indicated that the project started in 2008.

_Councilor Bolen moved, Councilor Grizzle seconded, to ACCEPT THE LEBANON SKATE PARK PROPERTY DEED. The motion passed unanimously._

8) **City Manager's Report** – Marks provided updates:

Marks shared that the City received its third Gold Safety Award for zero lost-time injuries for 2016/17. Along with sending our employees home whole, the City also saves in premiums. In 2013, our workers compensation premium was twice what it is now. There was about a $77,000 decrease in the premium and dividend this year alone.

The City also received the Best Downtown Public Improvement Award (Strawberry Plaza Revitalization) at the Oregon Main Street Awards dinner. This is an accomplishment for a city of our size, is a testimony to the community’s desire to make downtown the heart of Lebanon, and is also a testament to City staff who worked very hard on this project.

ITEMS FROM COUNCIL – None

PUBLIC COMMENTS – _There were none._

ITEMS FROM PRESS –

Matt DeBow, Lebanon Express, asked how Officer Stein was selected to receive the new canine. Chief Stevenson stated that Officer Stein was a Marine and, for the last five years, has been very passionate about starting a canine program. During the process to select a handler, when asked to submit a one-page essay, he put together five pages of research and reasons why he was the best candidate.

NEXT SCHEDULED COUNCIL MEETING(S)

- November 8, 2017 (6 p.m.) Regular Session
- December 13, 2017 (6 p.m.) Regular Session

ADJOURNMENT

_Council President Elliott adjourned the Regular Session 7:38 at p.m._

[Minutes prepared by Linda Kaser & Donna Trippett]

Minutes Approved by the Lebanon City Council on this 8th day of November 2017.

Paul R. Aziz, Mayor
Bob Elliott, Council President

ATTESTED:

Linda Kaser, City Clerk
Consent Calendar
Call to Order:
  - Commission members present: Gary Marks, Lori McNulty, Keith Kutch, Cassie Cruze, Sheree Speaks
  - Approved August 28, 2017 meeting minutes

Signage for Lebanon Trails:
  - Keith has been in communication with the OSU Graphic Design Department. The department shared information about a program called Flux. Keith plans to connect Build Lebanon Trails with the OSU Graphic Design Department.

Strawberry Plaza Art Boards update:
  - The two accepted Art Board artists are in process of finishing their art boards.
  - Gary presented two submissions from artist Rachel Urista.
  - The Commission decided on Rachel’s Lukiamute piece to represent abstract art within the Plaza. The Commission is interested in the Rachel’s second entry and plans to hold it for a later date.

Strawberry Plaza Stage Program Discussion:
  - With the weather changing, this program is going into hibernation until the spring 2018.
  - Keith suggested a name change – Performances at the Plaza.
  - Gary suggested using Arts Commission funds to pay a performer to kick the program off next year and hopefully gain momentum.
  - Further discussion will be had about this program next year.

The Great Quirky Turkey Pageant:
  - Twenty-one turkeys have been sold/sponsored to date.
  - After much discussion, the $25 fee (incentive to create and return the turkey on time) for artists has been dropped.
    - Create a contract - artist agrees to reimburse the sponsor if the turkey is not completed/returned by the deadline.
  - Discussed ways to locate artists for this project (Art Guild, OSU Art Department, local artist groups).
    - Cassie offered to contact the sponsors to see who has an artist in mind for their turkey and who needs an artist.
• Ghouls & Growls Dog Halloween Costume Contest:
  o Need for commission members to find at least one, no more than two, sponsors for the event for $250 each.
    ▪ Sheree and Keith will approach Wilco and Faithful Friends Animal Hospital for sponsorship. And Sheree will approach the Lebanon Animal Hospital.
  o Contest Categories were discussed and decided on: Most Adorable, Most Scary, Most Fanciful, Most Creative and People’s Choice.
  o Cassie, Sheree and Gary will arrive early for set up (9:30 am). Lori will run the registration table. All commission members will serve as judges.
  o Commission members will continue to contact businesses for prizes for the five contest categories.

• 2018 Lebanon Photo Art Calendar Fundraiser:
  o Gary presented the idea of running a photo (professional and amateur) contest with pictures taken in Lebanon and the surrounding area (97355 zip code area). The winning photos then become a 2018 Lebanon calendar to help generate funds for Arts Commission projects/programs.
  o The need to launch this contest quickly is vital to having the calendar in time for Christmas gift purchases.

• Next Meeting Date:
  o Monday, October 9, 2017 at 5:45pm, Lebanon Public Library Community Room

• Public Comment:
  o No public comment

• Meeting adjourned at 7:08 pm
Committee Members Present: Thad Nelson, Sally Skaggs, Kathleen Koch and Gary Nervino

Council Advisory Member Present: Council President Bob Elliott

Staff Members Present: Maintenance Division Director Jason Williams and Development Services Technician Tammy Dickey

Call to Order: Member Nervino called the meeting to order at 12:00 p.m. at the Santiam Travel Station. Committee Members were absent.

Approval of Minutes: Nelson moved, Koch seconded, to approve the April 11, 2017 Regular Meeting Minutes as presented. The motion passed unanimously.

Additions / Changes to Agenda: Skaggs asked to add the Dog Park at Bob Smith and Marks Slough to the Agenda.

Public Comments: None

Old Business: Koch asked about the possibility of starting a Park Watch Committee. Williams explained the Adopt a Park Program. Koch asked if there was a City Newsletter that could provide information on the Adopt a Park Program to the public. Williams explained that there is currently not a City Newsletter, and the possibility of one would need to come from City Council. It was suggested that City join forces with the Chamber of Commerce and create a Newsletter like the City of Corvallis has.

Williams gave updates on the Foundation Property, Strawberry Plaza, Skate Park and the Gazebo. The Foundation Property has been transferred to the City. Events will be reserved through the City’s Parks Program from now on, however Management of the Events will be handled by the Lebanon Community Foundation. There was a brief discussion on the types of events allowed. Policies will be written for the new property and taken to Council for direction and approval.

Grant Update: Century Park waiting to be granted. Christopher Columbus has received Notice to Proceed and work is scheduled to start the week of July 17th.

New Business:

Williams discussed being approached by the Lebanon School District Superintendent to take over maintenance of Pioneer Park (Pioneer School). Williams stated that if the City was going to take over one, it would have to be all School District Facilities. After discussion and agreement between both the City and the School District it was decided that in exchange for $100,000 per year and the use of landscape equipment, the City would begin maintaining the School's facilities. Williams is proposing to hire a Maintenance Worker and more temps at the August 12th City Council Meeting. Williams is also proposing to hire another Maintenance Worker after the first year of owning the Foundation Property.

Next Meeting:

The next meeting is tentatively scheduled for October 10, 2017 with a possible noon start time.

Adjourn: Member Nervino adjourned the meeting at 12:44 p.m.

Respectfully submitted by: Tammy Dickey, Development Services Technician
ADVISORY BOARD MEETING
July 19th, 2017

MINUTES

Members Present: Anita Johnson, Angie Kutsch, Mac McNulty, Marlene Flyer, Sherry Liest, Joan Voss, Bob Elliott and Kindra Oliver

Absent: Hank Chambers

1. WELCOME:
The meeting opened at 10:00 a.m.

The group welcomed our newest board members, Joan Voss, Marlene Flyer and Sherry Liest.

2. MINUTES:
Anita moved, Marlene seconded to approve the minutes from the April 19th, 2017 Advisory Board meeting. Motion passed unanimously.

3. REPORTS:
   Meal Site:
      ➢ Tori is currently looking for volunteer drivers to help fill all of the routes for Meals-on-Wheels.

   Senior Center:
      ➢ Our new Dial-a-Bus Dispatcher/Scheduler started June 1st and is working Tuesday through Friday.
      ➢ We have money in the Senior Center fund, in a contract services line item to bring in a temp employee to help with coverage and projects.
      ➢ Our new classes are well-received and growing in numbers. We have plans for some new classes as well.
      ➢ Events and activities can be found on the City website and on our Facebook page.

   Dial-a-Bus:
      ➢ We have a completed “draft” Transit Development Plan (TDP) and have a starting point for the service design of the Deviated Fixed-Route. The TDP should be final this fall and we can then finalize the details of the Deviated Fixed-Route.
      ➢ The FY 16-17 Dial-a-Bus number of rides for the year totaled 20,945, a 5.8% increase from the previous fiscal year. Of the 20,945 rides, 48% were seniors, 44% were disabled and 8% were general public (59 years and younger).
4. CONTINUING BUSINESS:
   ➢ Kindra will have the Senior Center policies complete by the October meeting, for review and recommendation for approval.

5. NEW BUSINESS:
   ➢ The eclipse is August 21st and, while we will be open, most of our classes and groups will not be meeting that day, in order to avoid the extra traffic and potential chaos.

6. PUBLIC COMMENT:
   ➢ Sherry let the group know about the Arthritis Foundation’s program, Walk With Ease and offered to share information with anyone who was interested.
   ➢ Angie announced the Walk to End Alzheimer’s was scheduled to take place on September 17th.

7. ADJOURNMENT:
   *Anita moved, Marlene seconded to adjourn.*

Next Meeting: October 18th, 10:00 am, 2017
Presentation/Proclamation/Recognition
Presentation

Annual Risk Report for FY 2016/17

Barker-Uerlings Insurance
Agenda Item 1
MEMORANDUM

City Clerk’s Office

To: City Council

From: Linda Kaser, City Clerk and Tre Kennedy, City Attorney

Subject: 2010 Lease of Old Library Property (626 2nd Street) to Boys & Girls Club

I. INTRODUCTION

The Boys and Girls Club’s five-year lease expired in 2015. Therefore, the existing agreement was proposed to be extended for another 12 months at the October 11, 2017 Council Meeting. After a brief discussion on who should be responsible for the building maintenance, staff offered to do further research and bring revised versions of the agreement back to the next meeting for Council consideration.

II. HISTORY OF LEASE AGREEMENT

Chamber Proposal – February 11, 2009. Director Garrett asked Council to consider housing a museum in the existing historic Library [initially Lebanon’s Hospital] when deciding the fate of the building. The Chamber offered to partner with the City.

Declared Surplus Property – July 22, 2009. During the Council Meeting, staff reported that they would be working on a public notice to solicit proposals for either purchase or long-term lease of the old library property. At that time, three non-profit organizations contacted the City expressing interest. [New Library Grand Opening – July 11, 2009]

Request for Expressions of Interest (RFEI) – March 8, 2010. A press release was published inviting parties with an interest in using or purchasing the property [RFEI deadline was April 19, 2010]. The chosen RFEI proposal would begin a final negotiation process between the respondent and the City for the use, lease or sale of the property.

The purpose of the RFEI was to determine potential uses of the property; and gauge the interest in the property and identify an organization or individual who will ultimately use, lease or purchase the property.

If a Reuse was proposed, the Reuse Objectives in the RFEI states:

1) The proposed use(s) are compatible with the existing central business commercial zoning and existing nearby uses.
2) The proposed use(s) and/or management will provide for all operational costs including utilities, insurance, and building maintenance. Property taxes, if any, must be paid by the proposed using/leasing organization or individual.

3) The proposed use(s) and/or management will provide for the maintenance of the structure.

4) The proposed use(s) will be economically viable.

5) If a lease or rental is proposed, the use(s) must be undertaken by person(s) with documented successful business experience in the for-profit or not-for-profit sectors and appropriate qualifications and/or licensure.

6) If a purchase is proposed, the proponent must indicate the amount, terms and timing of the purchase as well as the likely use after purchase.

RFEI RESULTS – May 12, 2010 City Council Meeting. Five proposals were received from interested organizations (Growing Family Midwifery, People Involved in Education, Lebanon Business History and Career Exploration Center, Boys and Girls Club Teen Center, and the Lebanon Garden Club). The Council's options were to choose one of the proposals, or reject all proposals and list the property for sale.

City Manager Hitt's report states that if Council rejects the proposals, he recommended the property be listed for sale at a price consistent with the results of a real estate market survey. However, in his opinion, it would not likely yield any new interest.

None of the proposals fully provided all information requested. Staff had hoped to get specifics about whether the proponents would be willing to pay for building maintenance/landscaping, insurance, utilities, and a rental/lease or purchase fee. Councilor Fox, Fisher and Campbell agree to give the proponents another opportunity to answer these questions.

Councilor Thoma felt that selling the property would help the City's budget. The discussion was tabled until the next meeting to give the proponents an opportunity to provide additional information.

[Note: The economy tanked in 2008, we had five layoffs in 2009, two in 2010, and one in 2011. Staff also discovered that utility costs projections were insufficient for the expanded square footage of the new facilities (Library and Justice Center), so the City was not in a financial position to take on more building costs.]

June 9, 2010 City Council Meeting: The financial data was presented with only three of the five applicants responding. The Boys and Girls Club committed (Financial Data Rec'd 5/25/10) to paying for the following: Electric & Gas, Water & Sewer, Routine Maintenance, Extraordinary Maintenance (i.e., new roof, major electrical, etc.), Insurance, and Grounds Maintenance in exchange for a 20-year lease at $0.00 rent/lease.
B & G Club Director Jason Yutzie and Executive Board Member Wayne Rieskamp [not on Council in 2010] addressed the need for an area to provide activities and drug & alcohol resistance programs for teens in the area, as there is not enough room at the Club.

**Director Yutzie wanted a long-term commitment to allow them time to plan a program. Within the next five years, their strategic plan is to increase the size of their current facility or find something else in the community. They were flexible to a commitment of less than 20 years but hoped for a minimum of five years.**

Assistant City Manager Allen noted that this is just the letter of interest; details would need to be worked out. **Yutzie added that he believed five years would be acceptable to the Board.**

Mayor Toomb inquired about the liability and property insurance. City Attorney McHill believed that the applicant would be responsible for all expenses, except rent. However, it would come back to Council once all the details were worked out.

**Council voted unanimously to direct staff to negotiate a 5-year rental agreement with the Boys and Girls Club for the use of the recently vacated Library building to be approved by City Council.**

### III. City Attorney Comments

The lease between the City and the Club expired in 2015. However, the parties have continued the lease generally by mutual consent. Because it was a long-term lease (5 years) the lease essentially continues on a year-to-year basis on the same terms as the original lease.

Under the original lease, there is really no responsibility for structural/major repairs. Although it was negotiated as a five-year lease, it has any easy "out" clause, requiring only 60-days’ notice of termination without any reason needed to be given by either party (Section 1(b)). Essentially, it makes the obligation for structural/major repairs illusory, but protects the City from being required to make those types of big picture expenditures as the Landlord. In other words, by putting the responsibility for major structural expenditures on the Club, but creating an "out" with a 60 day no cause termination, it simply leaves it up to the Club as to whether the expenditure is worth it. For example, the Club may choose to pay for a new HVAC for $15,000 so it can continue to use the building. But if it is a $75,000 roof, the Club could just decide it wouldn't be worth it to the Club to make the repairs so the Club would just give it's 60-days’ notice. So, the Club is not really obligated to make structural/major repairs, but neither is the City.

It appears that this was really the goal, to make it so that neither the City nor the Club would be required to make major substantive or structural repairs. Given the context of the financial situation of the City at the time, it makes sense that it would not obligate itself to make major repairs as Landlord when it is leasing the building to the Club for free.
It is legal staff’s opinion that the Lease should be continued on a year to year basis on the original terms (with the 60-day termination clause) as the City: 1) evaluates the long-term goals of the building as part of the facilities master plan; 2) evaluates the building based on a generally accepted inspection for current and pending issues, such as electrical which the city will address with the hiring of an electrician effective November 1, 2017.

IV. CURRENT

Staff will schedule a professional inspection of the building.

Unexpected building maintenance costs have not been budgeted for and would likely need to be taken out of contingencies should one arise. Staff will continue to move forward with a City Facilities Master Plan and examine how to fund building maintenance costs for all City facilities.

V. RECOMMENDATION

Staff recommends staying with the existing lease to allow time for the professional inspection, staff’s review of the inspection and assessment of any associated building costs, before negotiating a new lease agreement with the B & G Club.
COMMERCIAL LEASE AGREEMENT
Boys & Girls Club of the Greater Santiam

This Commercial Lease Agreement (Lease) is entered into by and between City of Lebanon (Landlord) and Boys and Girls Club of the Greater Santiam (Tenant). Landlord is the owner of land and a building located at 626 Second Street, Lebanon, Oregon, formerly used as a City Library. Landlord makes available for lease this building, and grounds at 626 Second Street, Lebanon, Oregon. Tax Lot# 02300.

Landlord and Tenant desire to enter into a lease for the Premises for the term, at the rental and upon the provisions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

1. Term.
   a. Initial Term. The Initial Term of the Lease shall begin on September 1, 2010, and shall continue through until September 1, 2015.
   b. Notice of Intent to Terminate – Notice of intent to terminate shall be provided by either party not less than six months prior to the termination date by sending written notice to the other at the addresses set forth in this agreement or as the parties shall indicate from time to time. Neither party shall be required to give cause for a termination of the agreement in this paragraph.
   c. Loss of Funding. It is further agreed that this lease may be terminated within sixty (60) days notice, by the Tenant for loss of available funding by the mailing of written notice specifying the cause to the Landlord at the Landlord’s address given herein.

2. Rent.
   a. Rental Amount - The Tenant shall pay Landlord rent in the amount of $10 per year. Payments shall be made at the following address:
      City of Lebanon
      925 Main Street
      Lebanon, Oregon 97355
      The rental payment amount for any partial calendar year included in the lease term shall be prorated on a monthly basis.
   b. In addition to the base annual rent, the Tenant will pay all of the monthly utilities (electrical, water, gas, sewer, and garbage) costs. Tenant will apply for all utility services directly to the utility providers and be solely responsible for the payment of same.
   c. Rental payments will be due by the 10th day of each month.

3. Use of Premises. Tenant shall use the Premises located at 626 Second Street, Lebanon, Oregon only for the purpose of activities and events sponsored by and under the control of the Lebanon Boys and Girls Club. Tenant shall not use or permit the Premises’ use for any other purpose without the written consent of Landlord, nor in any manner prohibited by the laws of the State of Oregon. Tenant shall be solely responsible for maintaining the grounds including all watering, weeding, and fertilizer necessary to maintain the grounds in like manner and condition as the effective date of this lease agreement. In addition, tenant shall solely pay for and be responsible for all building maintenance, including, but not limited to, the buildings, HVAC,
plumbing, electrical, roof, foundation, windows, exterior walls, interior walls, flooring, paint, etc. as further described in Section 5 of this agreement.

4. **Sublease and Assignment.** Tenant shall not sublease all or any part of the Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed, except that any Tenant program or department may use the demised Premises for any purpose permitted in this agreement without prior written notification to Landlord.

5. **Obligations.**
   a. **Tenant’s Obligations** – Tenant shall be responsible for:
      i. Repair of interior walls, ceilings, doors and windows and related hardware.
      ii. Any repairs necessitated by the negligence of the Tenant, its employees, agents and invitees.
      iii. Any repairs or alterations required under the Tenant’s obligation to comply with laws and regulations.
      iv. All other repairs to the Premises.
      v. Custodial services, phone, fax lines and telecommunications service on the Premises.
      vi. Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members and foundation.
      vii. Repair of sidewalks, driveways, curbs and parking area.
      viii. Repair and maintenance of water, sewage, gas, and electrical services including light fixtures by switches, wiring and plumbing in the Premise.
      ix. Repair and ordinary maintenance of the heating system and the air conditioning system within the Premises. Repair of interior walls, ceilings, doors and windows and related hardware.
      x. Maintenance of the yard and grounds around the leased Premises in good condition; keeping the parking areas clean and free of debris; and, removing ice, snow, debris and obstructions from the property to the extent necessary to provide reasonably safe access to the Premises.
      xi. Obtain all land use permits and approval subject to property use.

6. **Alterations and Improvements.**
   a. Tenant, at Tenant's expense, shall have the right, upon obtaining Landlord's consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises, and fasten the same to the Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair, at Tenant's expense, all damage to the Premises caused by such removal.
   
   b. Landlord reserves the right to alter, repair or improve the building, or add thereto and for that purpose may erect scaffolding and all other necessary structures about or upon the Premises and for that purpose the Landlord and it's representatives, contractors and workmen may, subject to legal requirements, enter in and about the Premises with such materials as Landlord may deem necessary therefore provided that such actions are done in a
manner calculated to interfere as little as is reasonably possible with Tenant’s use of the Premises. Landlord shall provide Tenant with notice of its intent to alter, repair or improve the building and not less than 30 days prior to the commencement of any alteration, repair or improvement to the building.

c. No use of the Premises shall result in (1) waste on the Premises, or (2) a finding by a court of competent jurisdiction that a public or private nuisance exists on the Premises.

7. Insurance.
   a. Risk of Loss – Tenant bears the risk of loss from fire or other casualty to the building and any furnishings or appliances left or located by Landlord therein. Tenant shall bear the risk of loss for the contents of the Premises and any improvements, alterations or fixtures it installs thereon.
   b. Insurance Required - Tenant shall maintain fire and extended coverage insurance on the Building and the Premises, as well as comprehensive general liability insurance, in such amount as Landlord shall deem appropriate. Tenant shall be responsible, for fire and extended coverage insurance on all of its personal property, located in the Premises, and for comprehensive general liability insurance. The city shall be a named “additional insured” and a copy of the policy declarations page sent to the city as the policy is renewed.
   c. Waiver of Subrogation – Neither party shall be liable to the other for loss arising out of damage to or destruction of the Premises, or the contents thereof.
   d. Indemnification – The parties each agree to indemnify and defend the other from any claim, loss, or liability arising out of or related to the indemnifying party’s sole negligent or intentional acts or omissions.

8. Signs. Tenant may, subject to review and approval of Landlord, which approval may not be unreasonably withheld, erect and maintain outdoor signs identifying the entrance to the building on Second Street as the location of the facility. Such signs and lettering thereon shall be of sufficient size to include other pertinent information and be visible to passers-by in motor vehicles as well as afoot, provided that such signs shall comply with or are exempted from ordinances of the Landlord. Such signs may be attached to the building or placed upon posts set in the grounds of the Premises. All signage must be in compliance with city sign ordinances.

9. Entry. Landlord agrees to limit its right of entry to the property to only business hours following 24 hours notice of intent to enter. Non-business hour entry, except in an emergency, shall only occur upon five days written notice and approval of Tenant, which approval shall not be unreasonably withheld. Emergency entry without notice may occur only in cases where such action is necessary to prevent injury to persons or to prevent damage to the Premises or building.

10. Parking. Tenant shall have the use of the common automobile parking area, driveway, and pedestrian ways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord.

11. Damage and Destruction. Except as otherwise provided in this agreement, if the Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant or by any of Tenant’s agents, employees or invitees, that the same cannot be used for Tenant's purposes, then Tenant shall have the right within 45 days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Premises, and if such damage does not render the Premises unusable for Tenant's purposes, Tenant shall promptly repair such damage, at the cost of the Tenant. Rentals and other
charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant’s reasonable control and which renders the Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant’s purposes.

12. **Default.** Tenant shall have breached this lease and shall be considered in default hereunder if Tenant fails to pay rent when due and does not make the delinquent payment within 10 days after receipt of notice thereof by the Landlord directed to the Board of Directors of the Boys and Girls Club of the Greater Santiam or Tenant fails to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of 20 days after the receipt of notice thereof from Landlord. Landlord shall use reasonable efforts to mitigate its damages.

13. **Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

14. **Remedy.** In the event of a default the lease may be terminated at the option of Landlord by notice in writing to Tenant. If the lease is not terminated by election of Landlord, Landlord shall be entitled to recover damages from tenant for default. If the lease is terminated, Tenant’s liability to Landlord for damages shall survive such termination, and Landlord may reenter, take possession of the Premises, and remove any persons or property as allowed by law.

15. **Quiet Possession.** Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the term of this Lease.

16. **Condemnation.** If any legally, constituted authority condemns the Building or such part thereof which shall make the Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. **Subordination.** Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinated such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Premises of the Building. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that
Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. Security Deposit. No security deposit has been collected nor shall be required of Tenant.

   a. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:
      Landlord: City of Lebanon, 925 Main Street, Lebanon, Oregon 97355
      Tenant: Boys & Girls Clubs of the Greater Santiam, 305 S. 5th Street, Lebanon OR
   b. Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

20. Headings. The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

21. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and date written below.

LANDLORD – Agreed to by City of Lebanon on 10/1, 2010, by

Attest:

Linda Kaser
City Recorder

Ken Toomb
Mayor

TENANT – Agreed to by Boys & Girls Club of the Greater Santiam on 09-29, 2010, by

Boys & Girls Club of the Greater Santiam - Official

APPROVED AS TO CONTENT:

John Hitt
City Manager

APPROVED AS TO FORM:

Thomas McHill
City Attorney
Agenda Item 2
Month in Review: The following provides the highlights of my work during the month of October.

- During the first week of October, we held a Finalist Meet and Greet for the Finance Director candidates followed by interviews. As previously reported, the Interview Committee did not feel the candidates possessed the mix of qualifications the City is looking for in the position. As such, no hiring recommendation was made for these candidates. Since that time Debi Shimmin and I have reviewed the job description and determined an adjustment to the compensation package was warranted in light of newly published population growth numbers from the Portland State University Center for Population Studies. The position was re-advertised during the week of October 23rd. As new candidates apply, screening interviews will be conducted to determine general suitability for the position. Candidates who have favorable screening interviews will be invited to meet with the full Interview Committee. Work also continues to identify and hire an Interim Finance Director. I hope to make an interim appointment soon. I will update the Council as appropriate concerning any such appointment.

- On October 3rd, I facilitated a tour for City Council members of the Old City Hospital/Library Building on 2nd Street in light of the Council's ongoing consideration of the lease renewal with the Boys and Girls Club of the Greater Santiam.

- I was pleased to attend the Oregon Main Street Annual Awards Dinner on October 4th to accept the “Best Downtown Public Improvement Award for 2017 for the Strawberry Plaza Project. This award usually goes to cities much larger than Lebanon, so receiving this award was a great testament to the City Council’s leadership that provided foundational support for the project, our community strategic plan that identified the project as an important public improvement, the planning effort leading up to the project and the outstanding work of the City’s Maintenance Department and several other supporting members of the City’s staff that made the project a reality.

- I was pleased the meet with Ryan Osuna, the City’s newest police officer to get to know him and welcome him to the City of Lebanon. Ryan fills the new officer position created in the FY2017-28 Budget.

- During the week of October 23rd I attended the International City Management Association Annual Conference in San Antonio, Texas. I felt the conference was well done and I benefited particularly from presentations that addressed a few areas of economic development.

- On Saturday, October 28th, I participated as the master of ceremonies for the “Ghouls and Growls” Halloween Dog Costume Contest held at Strawberry Plaza. This was the Lebanon Arts Commission’s first public event. I felt it was a great success. Twelve dogs were entered in the contest and five awards were given including “Most Adorable”, “Most Scary”, Most Fanciful”, “Most Creative”, and “People’s Choice”. A good-sized crowd gathered to watch the event and everyone seemed to have fun.

- In addition to the above listed activities I participated in several meetings, including but not limited to a lunch with Linn County Commission Will Tucker, the Chamber of Commerce’s “Business Matters” lunch, a staff meeting with members of the Administration Department, and also chaired the monthly meeting and a special meeting of the Lebanon Arts Commission. Other meetings included numerous day-to-day meetings with staff meetings and meetings of the Lebanon Optimist and Rotary Clubs.
B. **HUMAN RESOURCES** – Debi Shimmin, HR Generalist

- **Employee Benefits**
  --Open Enrollment for life insurance concluded on October 27 with 100% participation from eligible staff.
  --We are awaiting the results from our insurance broker on the new health insurance rates for the 2018 plan year. Initially, MODA was offering an increase of 15% and we decided to go out for bids in the hopes of getting something below 10%. Over the past five years, our rates have increased at below the national average and there should be an expectation of the same this year.
  --Sent an email reminder to staff regarding Veteran’s Day off for employees who are veterans (ORS 408.495)

- **Employee Safety/Wellness Committee**
  --The Safety/Wellness Committee has secured all but one sponsor for the 2018 Wellness Fair. The Poster is attached.
  --The Balance Program for 2018 applications are due on November 1, 2018. So far six employees have submitted their applications.

- **Employee Recruitment**
  --Finance Director: The interview committee did not select a candidate and the City will begin a new recruitment this month and will be open until filled. Should any qualified candidates apply, the City Manager will make a determination to have the interview committee meet with the applicant.
  --Police Officer: Ryan Osuna was hired and will begin work on November 1, 2017.
  --Park Maintenance Worker: An internal recruitment is in process with interviews scheduled for October 30, 2017.

- **Employee Training**
  --Attended the CIS Webinar regarding Veteran’s Preferences and the new Oregon law requiring preference be given at all stages of a job recruitment.
  --PPE Training is scheduled for all employees next month.

- **HR Notes**
  --Reviewed the Equal Pay Act, House Bill 2005, with staff. Applications can no longer ask for current or past compensation, and prohibits employers from discriminating between “the sexes” in the payment of wages for work of comparable character. The City’s application has been updated to reflect this new law.
  --Based on an analysis of employees eligible for Social Security payments, Medicare benefits or PERS retirement benefits, 10% of staff may retire in the next 12 months and 20% over the next 24 months. Recruitments will be on the rise and succession planning for Directors will become a priority over the next 3 to 5 years.

II. **LEGISLATIVE / CITY CLERK’S OFFICE** – Linda Kaser, City Clerk

- **Advisory Boards:** The Advisory Groups Manual needs to be updated. We reached out to other Oregon cities to see how they may differ and only received four responses. One of those patterned their procedures after ours.

- **City Council Meetings:** In response to the October 11 Council Meeting, our office has been busy researching the reasoning behind the 2010 Boys and Girls Club’s lease agreement. This information has been compiled into a comprehensive report to enable Council to make an informed decision on how to proceed with the new lease agreement. The next Regular Council Meeting will be held on November 8 at 6:00 p.m.

- **Contracts/Agreements:** a) The Boys and Girls Club Lease Renewal (Old Library) is scheduled for the November 8 Council Meeting – a considerable amount of time was spent researching the reasoning behind the old agreement; b) All agreements (provided to the City Clerk) have been logged onto a spreadsheet, separated between expired and current, and are currently being matched with a link to each agreement for employee quick reference. We will review the spreadsheet monthly, notify Department Managers when a contract is nearing expiration; and place any contracts up for renewal on the Pending Agenda Table (PAT).

- **Reference Manual:** Great progress has been made over the past six months creating a reference manual of policies and procedures for our department.

- **Employee Development:** Both Donna and I completed the Balance Program and I have begun the employee performance process.
III. COMMUNITY DEVELOPMENT – Walt Wendolowski, Director

A. Planning:
- At their September meeting the Planning Commission voted to recommend the City Council annex property on Stoltz Hill Road; and, approved a Conditional Use to replace the existing garage at Miller Auto.
- The October meeting is cancelled due to a lack of applications. The next scheduled meeting is November 15.
- Since last report, the Department approved an Administrative Review for a cell tower and the Final Plan for the first phase of the Mill Race project. In addition, the Department approved a Partition to create two parcels on O’Neil Street and a fence variance for a parcel on South 2nd Street.
- An application was recently submitted to for an addition to ENTEK.
- Transportation System Plan’s consulting team is continuing work. At this juncture, they are working on possible solutions to identified issues. Periodic updates and a comments map may be found at www.lebanontsp.org.

B. Building:
- The City processed 61 permits in September, down from 122 permits in August. For FY 2017/18 total fees to date were $146,601 on $9,898,271 in valuation. By comparison, for the same period in FY 2016/17, the fees were $192,715 on $13,927,075 in valuation.

IV. ENGINEERING SERVICES – Ron Whitlatch, Director

- Construction of the New Water Treatment Plant (WTP) is continuing. Slayden Constructors (SCI) has completed the cofferdam at the new river intake site. This will allow them to begin construction of the intake structure which should take approximately 6 to 8 months. Work is continuing at the Water Plant site as well, with construction of the decant basins and pump station. Construction of the piping under the WTP building is continuing, with the first of several floor slab pours being scheduled in early November. Currently there are two City Staff assigned to the construction oversight along with intermittent help from Carollo Engineers. To date there have a couple of minor Change Orders associated with the Water treatment plant and one pending large ($50k - $75k) change order for the canal crossings. We are currently awaiting an In-Water Work Extension permit in order to construct the Raw Waterline under the canal. SCI began the jack and bore of the raw water pipe under the canal and while doing so were having cave in issues. The jack and bore operation was stopped in order to prevent further cave in of the canal bottom. It was determined that the material being bored through was much different than the material from the bore logs. City Staff, Udell Engineering, SCI, and City of Albany Staff have met on site several times and have an approved (by all parties involved) method for crossing the canal, which involves sheet piles and open cutting rather than boring.
- Staff is continuing the design for sidewalks on Dodge Street between Williams Street and Bromil Street. Staff has received numerous complaints citing the lack of safe pedestrian facilities in this neighborhood. Staff will begin contacting property owners this fall in hopes of negotiating the needed right-of-way to complete the project.
- Staff is working with CH2M to replace all of the existing pumps in the Garvord Street Sanitary Sewer Pump Station. These pumps are well over 20 years old, and are starting to have frequent maintenance issues. We hope to have this done within the next couple of months.
- Staff is continuing design of the next and final phase of Russell Drive Improvements. This phase will go from Franklin Street to Cheadle lake Park. Staff anticipates requesting approval to bid the project in February 2018.
- Staff is working with Linn County and ODOT to realign the intersection of Dewey and Walker Road at Highway 20. Linn County is in possession of the property where the old Hoskins Supply was located. Staff is currently working on funding the project.
- The Airport Road/Russell Drive Project is in its final phase. Currently, Airport Road is open to traffic and the right turn lane at Highway 20 is scheduled to be open in a week or two. At this point, we are waiting for final striping which is weather dependent. The section of Russell Drive from Porter Street to Highway 20 is paved and awaiting striping. Once this is complete, all that will remain are minor cleanup items and punch list items. Overall the project has gone well with most change order work being add on for portor park and other minor items on Airport/Russell. The project will likely wrap up in November.
- Staff is currently working with ODOT to install a Pedestrian Activated Crosswalk light at the intersection of Fifth Street and Tangent Street. ODOT is going to fund the construction of this improvement through an IGA with the City. The project is currently being designed by David Evans & Associates. We are hopeful that it can be constructed this fall.
• The first phase of Porter Park, which was to strip and prep the site for construction has been completed. North Santiam Paving has installed all of the main utility lines into the park. Due to weather and being able to get equipment out into the park are, there will likely be very little work done on the park until next spring. Staff is working on getting the restroom installed this fall and some of the electrical. Again, this is all weather dependent. It is anticipated that this will take well over a year to complete.
• Site work has started on the new Starbucks restaurant and drive thru along with an AT&T retail store south of Jack in the Box. No additional tenants are known at this time.
• Construction of the Conser “Aspen Place” Apartments on 2nd Street just south of Airport Rd continues. Building in the final stages of completion. The public water system extension is completed the new fire hydrant operational. Temp occupancy of a couple builds issued.
• Gleanns at River Place II is a residential subdivision between Kokanee Way and the Santiam canal north of River Road near Cheadle Lake. The public improvements are complete. Staff approved the subdivision plat. Construction of homes has begun and almost complete.
• Public improvements are complete and accepted building permits to be issued soon for duplexes that will be constructed at the northwest corner of 7th Street and Airport Road.
• Public improvements are near completion of the duplexes on West Ash Street east of 10th. With building permits issued for 2 duplexes under construction at this time.
• Home construction continues in the Eagle View Subdivision (east of South Main south of Joy), Heather Estates Subdivision (west of South Main Road south of Joy), and Santiam Riverfront Estates (east of Mountain River Drive by the Santiam River). The Gleann Subdivision (formerly known as Santiam River Place 3 along Kokanee Way) is full. Staff continues to review site plans for additional homes for these subdivisions and other home sites throughout the City.
• Plans have been approved for the new Kidco Head Start campus on S Main Road and Joy St. Existing home had been demo. Site work is started and building construction is underway.
• Plans have been approved for the new Samaritan Treatment and Recovery center located on the Corner of Hwy 20 & Tangent St. (former Teen Challenge building demo) Site work is expected to start soon.
• Stutzman Residential Project plans have been approved for a 5-plex off Second Street. Site work is expected to start soon.
• Plans have been approved for Snook investments for an Industrial Flex Space for 2 tenants. Site work is expected to start soon.
• Plans have been approved for the new Keller-Williams building off Grant Street, west of Williams. Site work and demo of old building has begun. Site work and building construction is underway.
• Plans have been approved for new duplex on 9th street. Site work to start soon.
• Plans have been approved for Lutheran Christ Church on the corner of Market. The water line has been completed and passed testing. Public Improvements have been accepted.
• Plans have been submitted for Mill Race Apartment site and Self-storage facilities at the north end of town along with the proposed public improvements. All three projects are under separate review, revisions have been returned to the Developer’s Engineer. Planning approve is still in process.
• Plans have been submitted and revisions have been returned to the Developer for Kate’s addition 4 duplexes with a half street improvement along Wasson Street.
• Site plan for Miller’s Auto Repair received for new building location plans are currently under review.

V. FINANCE SERVICES – Tina Huff, Assistant Finance Director

• The IVR system has once again been delayed and hopefully up and working before next month. Springbrook has more issues in getting it implemented. The IVR system is another option allowing customers to pay their utility bills over the phone or through the use of a smart phone app, 24 hours per day.
• Auditors have asked for an extension to December for presenting this last year’s audit to the council.
• Accounts Payable; FY17/18 payments made in September 2017, 345 invoices were processed for payments of $2,910,108.00.

Utility Billing for October 2017:
• 5799 Billing statements mailed by the end of October = $920,590.42)
• 1277 Accounts received a penalty (past due 10/19/17).
• 275 lien letters mailed to property owners.
• 109 accounts were locked off for non-payment on 9/11/17 for bills due 9/15/17.
• 90 accounts were reconnected the same week. The balance was vacant properties or the tenants moved out and property is back in the owner’s name. 1 Pre-lock off door hanger for multi-family accounts.
• 2 accounts called for after-hours reconnect, 1 paid as promised, 1 was relocked off. 1 payment plan.
• Total of 502 Service orders: 65 Move Outs, 83 Move ins, 7 Turn offs, 35 Turn on, 105 reconnects, 58 read request, 0 Dead meters, 10 Leak Checks, 1 Lid Hazard

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VI. INFORMATION TECHNOLOGY SERVICES – Brent Hurst, Director

• Our new temp, Andy Roy, has been a great help to both the IT Department and to the City as a whole.
• Work continues on the Water Treatment Plant. IT has meet with vendors to discuss network, computers, conduit layouts, cameras, door controls, and security alarms multiple times this past reporting cycle.
• Worked with PPI Group from Portland Oregon to upgrade Engineering AutoCAD software and provide training for the upgrades.
• Are working with Court to determine extreme slowness of Court software after upgrade that appears to be vendor related.
• Working with Senior Center to troubleshoot cameras on two of the buses that started having failures in the last month.
• We had several significant camera recording issues during the past reporting cycle, and had to cut down to our core cameras to record. We are working to build another camera recording server to bring all cameras back to a recording state.
• Assisted the SHIBA volunteers at Senior Center in setting up a secure WiFi for use with their work with Medicare consultations and helped with configuring their printer to be in a usable state.
• Working to automate further updates and installs for City and Fire workstations.
• Swapped more “flip-style” cell phones from ATT service to Verizon on iPhones.
• Fixed wireless was provided by PEAK Internet at the Raw Water Electric site for security camera.
• Fixed wireless was provided by PEAK Internet at Fire District substation in Lacomb to provide faster internet access for training and reporting needs.
• Sound issues at the Santiam Travel Station have been addressed to correct default volume setting during council meetings.
• New switch was installed at the Santiam Travel Station to replace 10 plus year old switch for AV needs that was in use.
• Coordinated and conducted GIS data sharing with City of Albany GIS Dept.
• Coordinated and conducted GIS data sharing with Linn County GIS Dept.
• Downloaded and processed updated taxlot data for CDC staff.
• Updated, clipped, and exported data transmittal for City contractor.
• Identified and tagged As-Built projects with IDs, entered into database, and copied to network.
• Worked on LFD Burn Boundary Map data.
• We addressed multiple other normal break-fix issues, equipment replacements, and maintenance renewals for IT.

VII. LIBRARY – Kendra Antila, Director
• Now that the IGA for resource sharing has been signed, implementation can begin. There are some administrative
details to work out, as well as staff training and collection evaluation (to determine which of our items will circulate).
Target start date is December 1st.
• The Lebanon Public Library received a State Library of Oregon 2018 Ready to Read Grant in the amount of $2562.
These funds will be used for Early Literacy and Summer Reading programs.
• Our increased presence on social media has had a direct impact on programming. A recent daytime adult program had
18 attendees. An informal poll showed that the majority of those present heard about the event via Facebook or the
library website. (The presenter had given the same program at several other area libraries and said ours had the
highest attendance.)
• Upcoming events include Family Game Night (November 4th) and musical group Ari & Mia (November 7th).

VIII. MAINTENANCE – Jason Williams, Director

A. Streets:
• Street sweeping continues including the downtown core area and the cities of Brownsville and Halsey.
• Leaf pickup on city streets has started.
• Completed a round of pothole patching.
• Completed a short round of alley grading.
• Replaced barricade skins from dead end street permanent barricades.
• Raised and lowered flags per Governors order.
• Replaced street light bulbs.
• Assisted the water crew with the full system flush.
• Assisted the parks department with the improvements at the Ralston Park lot as well as Christopher Columbus park.

B. Collections (Sanitary-Storm):
• Cleaned and televised sanitary sewer mains.
• Cleaned and cleared storm catch basins.
• Completed a round of root cutting from the sanitary sewer mains.
• Placed vector control in sewer mains and manholes.
• Excavated and loaded out the drying beds at the Waste Water Treatment Plant.
• Assisted the water crew with the full system water flush.
• Completed maintenance on all sewer pump stations.

C. Water:
• Completed daily service orders including water samples at all 16 sample locations.
• Completed 146 Utility locates.
• Crews fixed 7 leaks and installed 2 new water services.
• Completed all meter reading.
• Locked off 146 customers for nonpayment.
• Worked with customers on backflow prevention. Completed well samples, inspected devices and counseled home
owners.
• Continued on the city-wide water meter change out program.
• Set up all vehicles, produced flushing maps and completed the city-wide water system flush with the help of all
crews. The flush took all available crews for two weeks.

D. Parks:
• Daily; open, close and clean all parks restrooms.
• Complete trash and vandalism rounds. Repair all vandalism.
• Mow, edge and blow off all parks and school turf areas.
• Trench in irrigation, excavate and grade and incorporate soil amendment prior to rolling down sod. Rolled new sod
on the entire Ralston Park vacant lot.
• Completed weekly playground safety inspections and made necessary corrections. Had a major repair to make due to vandals at the Century park covered slide.
• Set up and tear down for special events.
• Complete a round of trail sweeping and cleaning.
• Fabricated and installed two new large gates. One for the soccer fields and one for the entrance to Cheadle Lake park.
• Routed out the edges of one of the art boards for Strawberry Plaza.
• Installed the turf at Christopher Columbus, completed the dig out for the new restroom building and extended utilities.

IX. POLICE – Frank Stevenson, Chief of Police

• As of October 24th, 117 individuals were booked and released, brought to Lebanon Municipal Court or Linn County Court, transported to/from Linn County Jail or sentenced to Lebanon Municipal Jail. A combined 156 days were served by inmates in the Lebanon Jail.
• We received 35 applications for our recently-open police officer recruitment. Fourteen were evaluated during panel interviews and seven advanced to executive interviews. Ryan Osuna was the top candidate selected; he met with City Manager Gary Marks who ultimately extended a final letter of offer for the full-time position. Ryan will start his career with LPD on November 6th, 2017 and will be attending the Oregon Police Academy in January where he will undergo three intense months of training. It is expected that he will be on his own in late June after completing training with field officers.
• On October 11th, the Keaton Coffey Foundation presented the Lebanon Police Department with a 14-week old German Shepherd puppy at the City Council meeting. Officer Eric Stein was selected to be the K-9 handler and has begun the bonding and training phase. An interactive contest was held for the community members of Lebanon to name the puppy; after over one thousand votes were tallied, it was determined that LPD’s new K-9 will be named Lexi Honor. Lexi will be trained to detect narcotics and may also be trained to track suspects who flee from law enforcement on foot.
• The Patrol Division had approximately 1,895 calls for service this month, made 129 arrests, wrote 233 case reports and issued 153 traffic citations.
• The Detectives Division is actively working many involved investigations including narcotics enforcement, sex abuse cases and property crimes. This month, detectives cleared 17 in-depth cases and made several arrests.
• October is Domestic Violence Awareness month. On our Facebook page, LPD encouraged the community to take a stand, and purple ribbons were placed in the Justice Center front grassy area.
• We will be participating in National Drug Take-Back Day on October 26th from 9:00 to 11:00 a.m. Community members can come by the Justice Center and drop off old prescription medications that are no longer needed.
• Lebanon Police participated in Coffee-With-A-Cop at McDonald’s Restaurant this month; citizens came in and spoke with uniformed police officers, community policing officers and a dispatcher. These events are great opportunities for community members to get to know local law enforcement and voice concerns, or just have a casual conversation over coffee.
• The Community Services Division remains active with many local events. This month, the Division conducted a new Neighborhood Watch meeting focused on the area of 5th Street between Airport and Kees Street, and held a traffic safety class with 27 participants. They worked with Lebanon Municipal Court on obtaining services for two homeless individuals and worked with prosecutors to arrange other sanctions in lieu of jail time. Members conducted a meeting with a local Youth Services Team (YST), which is a multidisciplinary team that provides integrated services to students in Linn County, Oregon and coordinates efforts for children and youth who have been referred for services.
• LPD staff participated in the 7th annual Runaway Pumpkin Half Marathon by helping with traffic control. Proceeds from the race and sponsorship gifts were donated to the ABC House Child Abuse Assessment Center, a locally-based nonprofit that handles as many as 500 cases of child abuse each year.
• Lebanon Police Department staff and Dala’s Blue Angels participated in Tip-A-Cop at Red Robin in Albany, which is a program that raises money for Special Olympics. We were able to raise $1,100 for local athletes.
• Lebanon Police Department will again be participating in the annual Downtown Trick-Or-Treating event next week. Streets will be closed off for the safety of pedestrians and Chief Stevenson will be handing out candy.

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

• We are closer to finalizing the route for the new transportation service starting up after the first of the year. We’re awaiting a more accurate date of arrival for the new bus and will update the start date when we know more.
• We have completed revisions and additions to the Senior Center and Dial-a-Bus policies, procedures and protocols and the Senior Services Advisory Board is doing a final review and will discuss at the January meeting.
• Medicare open enrollment is underway and changes can be made through December 7th. Senior Health Insurance Benefits Advisors (SHIBA) volunteers are meeting with seniors at the Senior Center to help decipher the complex information and go through options to guide seniors through the process.
• We are hosting our annual Veterans Reception, Wednesday, November 8th, 2:00-3:00, at the Lebanon Senior Center. Join us to honor Veterans in our community.
• Our annual Thanksgiving Banquet will be held Thursday, November 16th, at noon. Complimentary tickets are available through November 14th. The Lebanon High School Choir will be helping to serve lunch and perform for our guests. Thank you to all of our wonderful sponsors!!
• A complete list of Senior Center events, classes, workshops and activities for November are posted on the city's website and on the Senior Center Facebook page.