

CITY OF LINCOLN CITY

CITY COUNCIL AGENDA

MONDAY AUGUST 14, 2023, 6:00 PM

6:00 PM - The Lincoln City Council will hold a Regular Meeting in the Council Chambers, 801 SW Highway 101 - 3rd Floor, Lincoln City, OR 97367.

Public comments can be submitted to publiccomment@lincolncity.org, by attending the City Council meeting, or by telephone.

Public comments submitted by email to publiccomment@lincolncity.org will be entered into the official record, distributed to the governing body, and summarized; however, due to personal privacy issues they are not generally published in the online Agenda packet.

****PUBLIC COMMENT VIA EMAIL WILL ONLY BE RECOGNIZED UPON RECEIPT OF AN EMAIL SENT TO publiccomment@lincolncity.org****

Citizens requesting to give public comment via Zoom/telephone must email publiccomment@lincolncity.org no later than noon on the meeting day. The request must include the person's name, the subject the person wishes to address, and the phone number/Screen name the person intends to use for the meeting. Instructions will be sent to the person requesting prior to the meeting. Persons who will give public comment via Zoom/telephone will need to leave the microphone muted and Camera off, until the public comment portion of the meeting.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, for a hearing-impaired device, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting. To request information in an alternate format or other assistance, please contact the City's ADA Coordinator, Kevin Mattias, at [541-996-1013](tel:541-996-1013) or kmattias@lincolncity.org. Visit the [ADA Accessibility | City of Lincoln City, OR](#) webpage to view how the City continues to remain in compliance with Title II of the Americans with Disabilities Act regarding City programs, services, processes, and facilities.

The Lincoln City Council reserves the right to add or delete items as needed, change the order of the agenda, and discuss any other business deemed necessary at the time of the meeting.

Agenda materials for this meeting are available at www.lincolncity.org under "Government", then select "Public Meeting Agendas, Packets & Videos". To stream the meeting in HD, please visit www.lincolncity.org/government/streaming. This meeting will be televised live on Channel 4, and rebroadcast on Channel 4 multiple times a day.

If you wish to speak on an agenda or non-agenda item, please sign up on the sheet near the entrance door to the Council Chambers. You will be called to speak during the "Public Comment" section. Comments or testimony on agenda items listed under "public hearing/public comment" will be taken at that time.

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CONSENT AGENDA

1. Regular Meeting – Minutes of Regular Meeting – July 24, 2023, 6:00 PM
2. Regular Meeting – Minutes of Work Session – July 26, 2023, 5:00 PM

E. COUNCIL DELIBERATIONS

F. COMMENTS FROM CITIZENS PRESENT ON AGENDA/NON-AGENDA ITEMS

Article I, Section 8, of the Oregon Constitution provides: No law shall be passed restraining the free expression of opinion, or restricting the right to speak, write, or print freely on any subject whatever; but every person shall be responsible for the abuse of this right. Be advised: Comments by citizens under this Public Comments Section of the Agenda or under Public Hearings are solely the opinions and statements of the speakers and are not statements by the City of Lincoln City and do not represent the opinions of the City of Lincoln City, its officers and employees.

G. PRESENTATIONS

H. PUBLIC HEARING / ORDINANCE

I. PUBLIC HEARINGS / PUBLIC COMMENTS

1. Nelscott Urban Renewal (Tax Increment Finance) Area
2. PUBLIC COMMENT ON RESOLUTION NO. 2023-21

J. ORDINANCES

3. ORDINANCE NO. 2023-15 AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 13 (PUBLIC SERVICES), CHAPTER 13.12 (WATER AND SEWER SYSTEM RATES AND CHARGES), AMENDING SECTION 13.12.050 (WATER SERVICE EXTENSIONS, CONNECTIONS AND EQUIPMENT- INSTALLATION AND MAINTENANCE RESPONSIBILITY) AND AMENDING SECTION 13.12.100 (BILLING – DISCONNECTION FOR NONPAYMENT- RECONNECTION FEES) TO DEFINE THE OFFENSE OF FAILURE TO REPAIR WATER LEAK.
4. ORDINANCE NO. 2023-16 AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 1 (GENERAL PROVISIONS), AMENDING CHAPTER 1.16 (VIOLATIONS), AMENDING SECTION 1.16.030 (DEFINITIONS) TO UPDATE THE DEFINITION OF ENFORCEMENT OFFICER
5. ORDINANCE NO. 2023-18 AN ORDINANCE OF THE CITY OF LINCOLN CITY, MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO AND APPROVING THE NELSCOTT URBAN RENEWAL (TAX INCREMENT FINANCE) PLAN AND DIRECTING THAT NOTICE OF APPROVAL BE PUBLISHED

K. RESOLUTIONS

6. RESOLUTION 2023-21 A RESOLUTION OF THE CITY OF LINCOLN CITY ADOPTING REVISIONS TO CITY ADMINISTRATION (ADMINISTRATIVE FEES - NOISE VARIANCE) FEE SCHEDULE

7. RESOLUTION NO. 2023-23 A RESOLUTION OF THE CITY OF LINCOLN CITY ESTABLISHING TRAFFIC CONTROL MEASURES FOR THE INTERSECTION OF SE 8TH STREET AND SE OAR AVENUE.

L. SPECIAL ORDER OF BUSINESS

8. Contract: 2023-2024 Paid Media Services through Marketing Agency of Record
9. Water Master Plan Contract Award
10. Construction Contract Award SW 13th to SW 17th Overlay
11. EPA Community Wide Assessment Brownfields Contract Award

M. CITY MANAGER/CITY ATTORNEY REPORTS

N. ACTIONS, IF ANY, BASED ON WORK SESSION, EXECUTIVE SESSION OR PUBLIC COMMENT

O. ADDITIONAL COMMENTS FROM CITIZENS PRESENT ON NON-AGENDA ITEMS

Article I, Section 8, of the Oregon Constitution provides: No law shall be passed restraining the free expression of opinion, or restricting the right to speak, write, or print freely on any subject whatever; but every person shall be responsible for the abuse of this right. Be advised: Comments by citizens under this Public Comments Section of the Agenda or under Public Hearings are solely the opinions and statements of the speakers and are not statements by the City of Lincoln City and do not represent the opinions of the City of Lincoln City, its officers and employees.

P. ANNOUNCEMENTS OR COMMENTS BY CITY COUNCIL

Q. ADJOURNMENT

CITY OF LINCOLN CITY

CITY COUNCIL MINUTES OF THE MEETING

July 24, 2023, 6:00 PM

The final minutes for this meeting are supplemented by an electronic recording of the meeting, which may be viewed online at www.lincolncity.org under the tab "Agendas, Packets, and Videos". The staff reports, resolutions, ordinances, and other documents related to this meeting are also available at the same location. This meeting is rebroadcast on Cable Channel 4. (See Channel 4 guide on the hour at <http://www2.lincolncity.org/program-guide/>).

APPROVED BY CITY COUNCIL

DATE:

A. CALL TO ORDER

Mayor Wahlke called the meeting to order at 6:00 PM.

B. ROLL CALL

Attendee Name	Title	Status	Arrived
Judy Casper	Councilor Ward 3	Present	
Riley Hoagland	Councilor Ward 2	Present	
Rick Mark	Councilor Ward 3	Present	
Mitch Parsons	Councilor Ward 1	Present	
Susan Wahlke	Mayor	Present	

Staff Present: Daphnee Legarza, City Manager; Richard Appicello, City Attorney; Sgt. Weaver, Lincoln City Police Department; Alison Robertson, Economic Development and Urban Renewal Director; Seth Lenaerts, Project Manager; Anne Marie Skinner, Planning and Community Development Director; Tony LaSoya, I.T. Director; Jamie Young, City Recorder.

C. PLEDGE OF ALLEGIANCE

Mayor Wahlke led The Pledge of Allegiance.

D. CONSENT AGENDA ITEMS 1 & 2

Councilor Parsons pulled item 3.

RESULT: PASSED [UNANIMOUS]
MOVER: Mitch Parsons, Councilor Ward 1
SECONDER: Rick Mark, Councilor Ward 3
AYES: Casper, Hoagland, Mark, Parsons, Wahlke

1. Regular Meeting – Minutes of Regular Meeting – July 10, 2023, 6:00 PM

MOTION: City Council - Regular Meeting - Jul 10, 2023, 6:00 PM
MOVER: Mitch Parsons, Councilor Ward 1
SECONDER: Rick Mark, Councilor Ward 3
RESULT: Passed

2. OLCC- Request for Full On-Premises, Commercial Brûlée

MOTION: OLCC- Request for Full On-Premises, Commercial Brûlée
MOVER: Mitch Parsons, Councilor Ward 1
SECONDER: Rick Mark, Councilor Ward 3
AYES: Casper, Hoagland, Mark, Parsons, Wahlke
RESULT: Passed

3. Purchase of Cisco Meraki switches

Councilor Hoagland asked if the budget will be increased. Mr. Appicello explained.

MOTION: Motion to Approve the Purchase of Cisco Meraki Switches
MOVER: Mitch Parsons, Councilor Ward 1
SECONDER: Rick Mark, Councilor Ward 3
AYES: Casper, Hoagland, Mark, Parsons, Wahlke
RESULT: Passed by Roll Call Vote

E. COUNCIL DELIBERATIONS

NONE

F. COMMENTS FROM CITIZENS PRESENT ON AGENDA/NON-AGENDA ITEMS

Amanda Cherryholmes of Lincoln City spoke regarding the future of Coastal Support Services.

Ms. Legarza read public comments from three citizens; Scott Buck, regarding trees on commercial property; Debi Price-Rowland, regarding amending the mobile food unit ordinances; Erin Joy, regarding fires on SW Bard Road.

Mayor Wahlke changed Special Order of Business to appear after presentations.

G. PRESENTATIONS

NONE

H. SPECIAL ORDER OF BUSINESS

4. Local Program Support Grant Update & Request: SBDC (Small Business Development Center)

Dave Price of the Oregon Coast Community College introduced Gregory Price of the Small Business Development Center. Mr. Gregory Price gave an update on the Small Business and Development Center

and asked for a grant to support local economic development activities. Councilor Parsons asked if they are a non-profit. Mr. Price said they are not.

MOTION: Motion to Approve City's Local Program Support City Grant Request to the Small Business Development Center at the Oregon Coast Community College in the Amount of \$25,000 to be Applied Flexibly Between any of the Three Program Requests Presented

MOVER: Mitch Parsons, Councilor Ward 1

SECONDER: Judy Casper, Councilor Ward 3

AYES: Casper, Mark, Parsons, Wahlke

RECUSED: Hoagland

RESULT: Passed by Roll Call Vote

5. Partnership with the Economic Development Alliance of Lincoln County (EDALC)

Paul Schuytema, Executive Director at Economic Development Alliance of Lincoln County, gave an update and asked for a grant to support regional economic development activities. Council and staff had a discussion regarding the presentation.

MOTION: Motion to Approve a \$20,000 grant in FY23-24 to the Economic Development Alliance of Lincoln County to Support Regional Economic Development Activities

MOVER: Rick Mark, Councilor Ward 3

SECONDER: Judy Casper, Councilor Ward 3

AYES: Casper, Hoagland, Mark, Parsons, Wahlke

RESULT: Passed by Roll Call Vote

6.

MOTION: Motion to Appoint Clay Glasgow Effective 7/25/23 to the Parks & Recreation Board to Replace the Vacant Position

MOVER: Judy Casper, Councilor Ward 3

SECONDER: Mitch Parsons, Councilor Ward 1

AYES: Casper, Hoagland, Mark, Parsons, Wahlke

RESULT: Passed by Voice Vote

7.

MOTION: Motion to Direct the City Recorder to Place; Krista Eddy, Arts Committee; Jane Mulholland and Beth Tower, Parks and Recreation Board; Victoria McOmie, Sustainability Committee; and Diana Bates, Budget Committee on the Next Agenda for Reappointment Subject an Updated Background Investigation

MOVER: Judy Casper, Councilor Ward 3

SECONDER: Rick Mark, Councilor Ward 3

AYES: Casper, Hoagland, Mark, Parsons, Wahlke

RESULT: Passed by Voice Vote

I. PUBLIC HEARING / ORDINANCE

NONE

J. PUBLIC HEARINGS / PUBLIC COMMENTS

1. Electrical and Plumbing Program Assumption

Anne Marie Skinner, Planning and Community Development Director explained the assumption of the electrical and plumbing program. Council and Staff had a discussion regarding the details of the program assumption. Mayor Wahlke opened the public hearing at 7:16 PM. No Citizens were present for public comment. Mayor Wahlke closed the public hearing at 7:17 PM.

K. ORDINANCES

2. ORDINANCE NO. 2023-13 AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.04 (CITY COUNCIL), AMENDING SECTION 2.04.180 (APPENDIX – COUNCIL RULES), NUMBERED PARAGRAPH 14.3 TO FURTHER CLARIFY THE RECORD RETENTION OBLIGATIONS OF COUNCIL MEMBERS

MOTION:	Motion to Approve First Reading of Ordinance 2023-13 Amending Council Rules to Specify Interval to Turn in Records
MOVER:	Riley Hoagland, Councilor Ward 2
SECONDER:	Judy Casper, Councilor Ward 3
AYES:	Casper, Hoagland, Mark, Parsons, Wahlke
RESULT:	Passed by Roll Call Vote

3.

MOTION:	Motion to Approve Second Reading and Adoption of Ordinance 2023-13 Amending Council Rules to Specify Interval to Turn in Records
MOVER:	Judy Casper, Councilor Ward 3
SECONDER:	Rick Mark, Councilor Ward 3
AYES:	Casper, Hoagland, Mark, Parsons, Wahlke
RESULT:	Passed by Roll Call Vote

4. ORDINANCE NO. 2023-14 AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 5 (BUSINESS TAXES, LICENSES AND REGULATIONS), CHAPTER 5.16 (SPECIAL EVENTS), AMENDING SECTION 5.16.015 (APPLICABILITY); CLARIFYING A SPECIAL EVENT PERMIT DOES NOT REPLACE A MOBILE FOOD UNIT LICENSE OR A STREET VENDOR CART LICENSE

MOTION:	Motion to Approve First Reading of Ordinance 2023-14 Amends LCMC Chapters 5.16 to Clarify Applicability
MOVER:	Judy Casper, Councilor Ward 3
SECONDER:	Riley Hoagland, Councilor Ward 2
AYES:	Casper, Hoagland, Mark, Parsons, Wahlke
RESULT:	Passed by Roll Call Vote

5.

MOTION: Motion to Approve Second Reading and Adoption of Ordinance 2023-14 Amends LCMC Chapters 5.16 to Clarify Applicability
MOVER: Judy Casper, Councilor Ward 3
SECONDER: Rick Mark, Councilor Ward 3
AYES: Casper, Hoagland, Mark, Parsons, Wahlke
RESULT: Passed by Roll Call Vote

L. RESOLUTIONS

6. RESOLUTION 2023-18 A RESOLUTION OF THE CITY OF LINCOLN CITY DESIGNATING ADDITIONAL ADJACENT LANDS AS INTERIM PARK PROPERTY FOR INTERIM PARK USE, SUBJECT TO PERMITTING AND REGULATIONS UNDER LCMC CHAPTER 12.16 (PARK REGULATIONS) AND CHAPTER 10.08 (TRAFFIC CONTROL AUTHORITY)

MOTION: Motion to Approve Resolution 2023-18 Interim Park Designations
MOVER: Riley Hoagland, Councilor Ward 2
SECONDER: Mitch Parsons, Councilor Ward 1
AYES: Casper, Hoagland, Mark, Parsons, Wahlke
RESULT: Passed by Roll Call Vote

7. RESOLUTION NO. 2023-19 A RESOLUTION OF THE CITY OF LINCOLN CITY ESTABLISHING PARKING AND TRAFFIC CONTROL (PARKING AND SPEED) MEASURES FOR TWO INTERIM PARK PROPERTIES: KIDS PARK AND CANYON PARK

Mr. Appicello explained the resolution. Council and Staff had a discussion.

MOTION: Motion to Approve Resolution 2023-19 Parking and Traffic Control as Amended
MOVER: Riley Hoagland, Councilor Ward 2
SECONDER: Rick Mark, Councilor Ward 3
AYES: Casper, Hoagland, Mark, Parsons, Wahlke
RESULT: Passed by Roll Call Vote

8. RESOLUTION NO. 2023-20 A RESOLUTION OF THE CITY OF LINCOLN CITY APPROVING SUBMITTAL OF A DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT HOUSING PLANNING ASSISTANCE GRANT APPLICATION

MOTION: Motion to Approve Resolution 2023-20 DLCD Grant Application
MOVER: Mitch Parsons, Councilor Ward 1
SECONDER: Judy Casper, Councilor Ward 3
AYES: Casper, Hoagland, Mark, Parsons, Wahlke
RESULT: Passed via Voice Vote

M. CITY MANAGER/CITY ATTORNEY REPORTS

Ms. Legarza gave an update on the current events.

N. ACTIONS, IF ANY, BASED ON WORK SESSION, EXECUTIVE SESSION, OR CITIZEN COMMENT

Mayor Wahlke spoke about the non-profit grant applications and will have the information sent to the Council by the City Manager before the next meeting.

Mayor Wahlke also spoke about feeding the wildlife and it not being enforceable. Councilor Parson agreed. Councilor Hoagland disagreed.

Mayor Wahlke asked about the public comment regarding the trees. Ms. Skinner explained the tree ordinance.

9.

MOTION:	Motion to Accept the Final Version of the City Manager's Performance Evaluation as Discussed in Executive Session, and Designate the Mayor to Sign and Deliver a Copy of the Finalized Form to Her as Part of her Confidential Personnel Record
MOVER:	Judy Casper, Councilor Ward 3
SECONDER:	Rick Mark, Councilor Ward 3
AYES:	Casper, Hoagland, Mark, Parsons, Wahlke
RESULT:	Passed by Voice Vote

10.

MOTION:	Move to Direct Staff to Set a Date for an Executive Session with Council and the City Manager to go over the Contents of the Evaluation
MOVER:	Judy Casper, Councilor Ward 3
SECONDER:	Rick Mark, Councilor Ward 3
AYES:	Casper, Hoagland, Mark, Parsons, Wahlke
RESULT:	Passed by Voice Vote

O. ADDITIONAL COMMENTS FROM CITIZENS PRESENT ON NON-AGENDA ITEMS

NONE

P. ANNOUNCEMENTS OR COMMENTS BY CITY COUNCIL

Councilor Parsons spoke regarding the meeting with the Confederated Tribes of the Siletz Indians. Councilor Parsons said that he would like Tribe to be involved with the Street naming. Mr. Appicello explained the process for renaming. Councilor Parsons made a motion to direct staff to bring back more information regarding the 44th to 47th Street connector. Councilor Parsons spoke about removing the mid-block crossings in Oceanlake and made a motion.

Councilor Casper spoke about Linn, Benton, and Lincoln County Homeless agencies and city representatives meeting on July 20, after several meetings to consider forming their own "Continuum of Care" (COC) alliance, as Polk and Marion Counties currently did last year.

Ms. Legarza said that she will combine the renaming and the 44th/47th connector into one work session.

Councilor Mark spoke about the money being given to the different agencies helping with homelessness. Councilor Casper said the Homeless Advisory Committee will be explaining that information in late August. Ms. Legarza explained further.

Councilor Hoagland spoke about the water leak at Safeway. Mayor Wahlke also spoke regarding the water leak. Councilor Hoagland said they are still looking for volunteers at Meals on Wheels. Councilor Hoagland spoke about the upcoming events at the Library and the Community Center.

Mayor Wahlke also spoke about National Night Out on the 1st of August. Mayor Wahlke also spoke about the Council openings.

11.

MOTION:	Motion to Direct Staff to Bring Back the 44th to 47th Connector for Discussion
MOVER:	Mitch Parsons, Councilor Ward 1
SECONDER:	Riley Hoagland, Councilor Ward 2
AYES:	Casper, Hoagland, Mark, Parsons, Wahlke
RESULT:	Passed by Voice Vote

12.

MOTION:	Motion to Direct Staff to Bring Back Information on Removing Mid-Block Crossing in Oceanlake
MOVER:	Mitch Parsons, Councilor Ward 1
SECONDER:	Rick Mark, Councilor Ward 3
AYES:	Casper, Hoagland, Mark, Parsons, Wahlke
RESULT:	Passed by Voice Vote

13.

MOTION:	Motion to Direct Staff to Bring Back Further Information on the Options for Outdoor Cooking at the Mobile Food Carts
MOVER:	Riley Hoagland, Councilor Ward 2
SECONDER:	Judy Casper, Councilor Ward 3
AYES:	Casper, Hoagland, Mark, Parsons, Wahlke
RESULT:	Passed by Voice Vote

Q. ADJOURNMENT

Mayor Wahlke adjourned the meeting at 8:18 PM.

SUSAN WAHLKE, MAYOR

ATTEST:

JAMIE YOUNG, CITY RECORDER

CITY OF LINCOLN CITY

CITY COUNCIL MINUTES OF THE WORK SESSION MEETING

July 26, 2023, 5:00 PM

The final minutes for this meeting are supplemented by an electronic recording of the meeting, which may be viewed online at www.lincolncity.org under the tab "Agendas, Packets, and Videos". The staff reports, resolutions, ordinances, and other documents related to this meeting are also available at the same location. This meeting is rebroadcast on Cable Channel 4. (See Channel 4 guide on the hour at <http://www2.lincolncity.org/program-guide/>).

APPROVED BY CITY COUNCIL

DATE:

1. **CALL TO ORDER**

Mayor Wahlke called the meeting to order at 5:00 PM.

Attendee Name	Title	Status	Arrived
Judy Casper	Councilor Ward 3	Present	
Riley Hoagland	Councilor Ward 2	Late	5:30 PM
Rick Mark	Councilor Ward 3	Present	
Mitch Parsons	Councilor Ward 1	Present	
Susan Wahlke	Mayor	Present	

Staff Present: Daphnee Legarza, City Manager; Richard Appicello, City Attorney; Anne Marie Skinner, Planning and Community Development Director; Jamie Young, City Recorder.

2. **DISCUSSION ITEMS**

- A. Planning & Community Development Work Session - Comprehensive Plan Update and CCI/CIP Summary

Anne Marie Skinner, Planning and Community Development Director presented the final draft of the comprehensive plan. Council and Staff discussed each section and the changes that need to be done.

Councilor Hoagland arrived at 5:30 PM.

3. MISCELLANEOUS

Anne Marie Skinner, Planning and Community Development Director spoke about clarifying the sign ordinance. Council and Staff discussed the sign code.

Mayor Wahlke spoke about her meeting with Courtney Flathers, South Valley/Mid-Coast Regional Solutions Coordinator, Governor Kotek's office. Council and Staff discussed the meeting.

4. ADJOURNMENT

Mayor Wahlke adjourned the meeting at 6:14 PM.

SUSAN WAHLKE, MAYOR

ATTEST:

JAMIE YOUNG, CITY RECORDER

Council Communication

Nelscott Urban Renewal (Tax Increment Finance) Area

Meeting Date: August 14, 2023 Primary Staff Contact: Alison Robertson
 Department: Economic Development E-Mail: alisonr@lincolncity.org
 Secondary Dept: Secondary Contacts:
 Approval: Daphnee Legarza Estimated Time: 45 Min

PURPOSE

The Lincoln City City Council (City Council) is being asked to hold a public hearing to gain input regarding the City Council's consideration and potential adoption of the proposed Nelscott Urban Renewal Plan (Tax Increment Finance) Plan (Plan) and vote on the ordinance to adopt the Plan.

BACKGROUND

- July 24, 2017, the City Council and Urban Renewal Agency held a joint work session to broadly hear from staff and discuss Economic Development topics. At that meeting the Council requested to have staff bring back more in-depth information on the process and timeline to create a new Urban Renewal District, or Area as it is sometimes referred to.
- September 11, 2017, after further discussion Council requested to hear about possible new Urban Renewal Districts (Areas).
- March 26, 2018, possible new Areas were presented to Council and a mobile meeting or tour of the possible new Areas was requested.
- August 14, 2018, the Council held a Special Meeting for a mobile tour and directed staff to proceed with two feasibility studies for possible new Areas.
- December 26, 2018, staff received official approval to remove tax exempt properties from the existing Area to free up acreage in the case a new Area is formed.
- March 25, 2019, Council reviewed two Feasibility Studies and requested staff to return with additional information.
- April 25, 2019, Council approved the creation of a plan for review of the Roads End/Villages Urban Renewal Area Plan A and B and directed staff to begin preparation and planning for Urban Growth swap and annexation for the new Urban Renewal Area in Nelscott B.
- August 10, 2020, Council approved the Roads End/Villages at Cascade Head Urban Renewal (Tax Increment Finance) Area Plan
- July 2022, Council directed staff to move forward with the creation of a Nelscott Urban Renewal Area.
- December 2022, An Ad-hoc Advisory Committee (AC) was fully seated to advise on the development of the Nelscott Urban Renewal (Tax Increment Finance) Plan.

- June 12, 2023, Urban Renewal Agency reviewed the draft Plan and Report and directed staff to move forward with the formal adoption process.
- July 18, 2023, Planning Commission reviewed the draft Plan and Report for compliance with Comprehensive Plan.
- July 19, 2023, Presentation to the Lincoln County Board of Commissioners.
- August 2, 2023, Discussion by Lincoln County Board of Commissioners. Decision to move item to August 16, meeting for decision.

PUBLIC NOTICE

Notice to all utility customers was provided in July, 2023. A direct mailer was mailed to property owners outside of city limits but within the proposed boundary.

PROPOSAL

The Nelscott Urban Renewal (Tax Increment Finance) Area (Area) consists of approximately 323 acres of land including public rights of way. The purpose of urban renewal is to improve specific areas of a jurisdiction that are poorly developed or underdeveloped. The proposed Nelscott Area includes many properties that are undeveloped or underdeveloped and lacks sufficient infrastructure.

The Plan contains goals, objectives, and projects for the development of the Area. The goals of the Plan are listed in section IV of the attached Plan (Plan page 13). The specific projects proposed in this Plan are outlined in section VI of the Plan (page 16) and include Transportation, Economic Development/Land Acquisition, Emergency Preparedness, Resiliency and Mitigation, Parks, Trails, Open Spaces, Public Works/Utilities, Community Connections/Appearance and Administration.

The overall purpose of the Plan is to use tax increment financing to promote jobs, housing and infrastructure in the Area. Urban renewal is unique in that it brings its own financing source: tax increment financing. Tax increment revenues - the amount of property taxes generated by the increase in total assessed values in the urban renewal area from the time the urban renewal area is first established – are used to repay borrowed funds. The funds borrowed are used to pay for urban renewal projects. The Plan is projected to take 30 years of tax increment revenue collection.

PROCESS

The process for approval has included the following steps, in accordance with ORS 457.

1. Preparation of a Plan including opportunity for citizen involvement.
2. Agency review of the proposed Plan and accompanying Report on June 12, 2023.
3. Review and recommendation by the Lincoln City Planning Commission on July 18, 2023 that the Plan conforms to the Lincoln City Comprehensive Plan.
4. Forwarding a copy of the proposed Plan and the Report to the governing body of each taxing district. The formal taxing district letters were sent out on June 12, 2023. The North Lincoln Fire & Rescue District #1 sent a written recommendation to the City on July 12, 2023. The City Council must decide whether to accept, reject or modify the written recommendations of the North Lincoln Fire & Rescue District #1.

5. Presentation of the Plan to the Lincoln County Board of Commissioners on July 19, 2023 and consideration for approval on August 2, 2023. At the August 2 meeting, the County moved the item to the August 16, 2023 agenda. County approval is required for plan adoption since it includes property located in the City's Urban Growth Boundary, the County's jurisdiction.
6. Notice to citizens of consideration of an ordinance via direct mailing in the City's Utility bill or direct mailing to citizens outside of City limits whose properties are included in the proposed boundary. (Sent July 17)
7. Hearing by City Council and adoption of the proposed Plan and accompanying Report by a non-emergency ordinance. The hearing and first reading of the Ordinance will be held on August 14, 2023, [separate agenda item] if the vote is unanimous, the Council may hold a second reading and vote to adopt on the same evening (August 14, 2023). Alternatively, the second reading and vote can occur on August 28, 2023 after the County vote on August 16, 2023. The ordinance must be a non-emergency ordinance, which means that the ordinance does not take effect until 30 days after its approval and during that period of time may be referred to Lincoln City voters if a sufficient number of signatures are obtained on a referral petition.

ORDINANCE PUBLICATION

The ordinance also calls for publication of a notice that the Council has adopted the ordinance, for the recording of the Plan by the Lincoln County Clerk and for transmitting the Plan to the Lincoln County Assessor.

STAFF RECOMMENDATION

Staff recommends that the City Council

- Take public testimony on the Nelscott Urban Renewal (Tax Increment Finance) Plan
- Review and discuss the proposed Plan
- Vote on the Plan via Ordinance 2023-18.

Attachments:

N L FD response from Clty_eh_SL_AR_eh_AR_WithLETTER (PDF)



North Lincoln Fire & Rescue District #1

PO Box 200, Lincoln City, OR 97367
 541-996-2233 (Office) / 541-996-5344 (Fax)
 Website: www.nlfr.org

City Council
 City of Lincoln City
 801 SW Hwy 101
 Lincoln City, OR 97367

July 12, 2023

Re: Response to Consult and Confer Letter, Nelscott Urban Renewal Area.

City Counselors,

North Lincoln Fire & Rescue appreciates the ongoing dialogue and openness of the URD Advisory Committee and the City while trying to formulate a successful Urban Renewal District. There are lots of interests and agendas, but the goal has always been something that brings improvement and development to the area.

NLFR is grateful to have been listened to and recognized as an important stakeholder in the process. We are a public safety provider, not only for the proposed District but for the entire City and portions of the county. The financial impact of the proposed URD will reduce our ability to provide service. The impact will be not only financial, but the increase in development will bring an increased workload.

Our budget is 96% property tax revenue. We have very few other sources of income and absorbing the revenue loss from not only the current Villages URD, but now a second in Nelscott could be devastating. The URD makes the statement that funding will not increase taxes, that is true. However, to keep pace with the cost of providing Fire & Rescue services, at the present level, NLFR will have to ask for a tax increase at some point in the future.

NLFR is not in favor of the URD as proposed. The City should consider two proposals. First, that there be a shorter time of indebtedness thereby returning value back to all the taxing entities. We propose a 15-year URD. That would make the projects more focused and garner a higher level of support.

Second, the URD be tied to a Performance Plan. If property values do not increase as anticipated or the projects are not completed as scheduled, the URD should sunset earlier those properties of the plan that are not meeting expectations.

Before the City Council approves this plan, we encourage careful and thoughtful consideration of the impacts on all the taxing entities. Look at the cumulative impact of both the Nelscott and Villages URD's on all the impacted entities.

There are other funding sources for the City and incentives to developers that can be used to achieve the results you are using an Urban Renewal District to accomplish. Those sources can be utilized city wide, not URD specific areas.

What is the benefit in relationship to the cost and service reductions that will occur. How can everyone keep the promises we made to the taxpayers in exchange for the tax revenue funding they supported.

You must consider the current and new economic issues that are impacting everyone. Costs are currently outpacing our annual 3% increase we are depending on to maintain service. Developers might shy away from projects and public entities are going to struggle with budgets for many years to come.

Thank You for considering our response.

Respectfully submitted.



Rob Dahlman
Fire Chief



Tim Beatty
Board President

Exhibit C - North Lincoln Fire & Rescue District #1 Consult and Confer Written Recommendation Letter and Staff Analysis

North Lincoln Fire & Rescue District #1 (NLFR) specific comments are shown in bold:

1. **NLFR is not in favor of the URD as proposed. The City should consider two proposals, First, that there be a shorter time of indebtedness thereby returning value back to all taxing entities. We propose a 15-URD. That would make the projects more focused and garner a higher level of support.**

Staff response to Shorter Time Period: As shown in the Report, it takes time for an urban renewal area to generate sufficient revenues to undertake projects. Typical urban renewal areas in Oregon generate funding slowly, in the first few years just the 3% assessed value growth until some new construction is able to take place. This is especially true for the Nelscott Area as there are major infrastructure needs before new development can occur. By limiting the time frame it significantly reduces the amount of revenue generating capacity. City staff asked Tiberius Solutions, our urban renewal finance consultant, to calculate what the total NET TIF would be for a 15-year Urban Renewal Area vs the proposed 30-year Area. As shown in the table below, the updated Maximum Indebtedness would be \$18.5M vs \$129M as proposed in the current Plan. The amount of funding for projects in current year dollar value (2023\$) would be \$13,200,000 for a 15-year urban renewal plan while the funding for a 30-year plan would be about \$68,700,000.

	15 Year Plan	30 Year Plan
Net TIF	\$18,500,000	\$144,000,000
Maximum Indebtedness	\$18,500,000	\$129,000,000
Capacity (2023\$)	\$13,200,000	\$68,700,000
Years 1-5	\$1,600,000	\$1,500,000
Years 6-10	\$4,900,000	\$8,300,000
Years 11-15	\$6,800,000	\$11,200,000
Years 16-20	-	\$13,500,000
Years 21-25	-	\$13,100,000
Years 26-30	-	\$21,100,000

The current plan was developed and approved by an Advisory Board, influenced by public input, was approved by the Planning Commission. The stated goals of the Plan could not be achieved with a Maximum Indebtedness of \$18.5M.

Staff recommendation: The Plan was written to be able to provide the infrastructure necessary for this Area to develop. The costs of the infrastructure improvements and the incentives that will help cause development to happen, exceed what is available in a shorter timeframe than the projected 30 years of tax increment revenues. Revising the plan to this degree (15 years), which was formed under the advice of an Advisory Board, with public input, and recommended for

approval by the Lincoln City Planning Commission would not be in line with the projects discussed with the community and public bodies and does not implement the redevelopment goals for the Area. Therefore, staff recommends "Rejecting" this recommendation.

2. The URD be tied to a Performance Plan. If property values do not increase as anticipated or the projects are not completed as scheduled, the URD should sunset earlier those properties of the plan that are not meeting expectations.

Staff response to Performance Plan:

Issue: Property Values do not increase: There are many factors that influence the success of an urban renewal area that are out of the control of the City and Urban Renewal Agency. The Great Recession in the early 2000s had a significant impact on urban renewal areas across the state. While development was slowed for many of the urban renewal areas, that also meant that the amount of tax increment revenues "foregone" by the taxing districts was below the original estimates and thus had a lesser impact to those taxing districts.

Forecasting for a new urban renewal/tax increment area is complex as the forecasts cover a long time-frame and no consultant can predict economic downturns or recovery. Therefore, the consultants used both information on projected growth in the area and average growth assumptions in their forecasts. This is typical of all urban renewal/tax increment areas. This financial modeling works as the city is able to make their project decisions on an annual basis as the information on actual growth is received.

Issue: Projects not completed as scheduled: The city anticipates completing community visioning as the initial project in the Plan and that visioning will set the priorities of the spending. The NLFR is encouraged to participate in that future visioning.

In addition, the city is required to complete an annual report that indicates the status of the urban renewal area. The city is required to send that annual report to all taxing districts in January. The annual report will enable the taxing districts to track the success of the Plan. Another way to keep informed and provide input is within the annual budgeting process which is an open-public process. The NLFR is encouraged to track and provide their input on the projects through that process.

Project completion is tied to the development within the Area, and as noted in the issue of property value increases, there are many factors that influence the development within the Area.

Staff recommendation: Once the Urban Renewal Area is formed there are many opportunities for performance reviews and reporting. An annual report is required each January, and the Urban Renewal Agency can review the Plan and goals at any time.

Once a sufficient amount of Tax Increment to complete projects has been collected, a community visioning process will take place. This robust outreach campaign is another opportunity for local leaders and community members to prioritize projects. City staff recommends either "Rejecting" this proposal since the annual reporting to all taxing districts each January provides financial progress of the Plan. If Council decides to "Modify" the NLFR recommendation to include a periodic performance review, the period and performance review measures could be created by the Council or Agency.

Additional comments:

The following comments, although important, do not seem to require the "accept, reject or modify" language in ORS 457.089 as they were not enumerated as specific recommendations. However, staff wants to be able to provide the City Council with input on these suggestions.

Before the City Council approves this plan, we encourage careful and thoughtful consideration of the impacts on all the taxing entities. Look at the cumulative impact of both the Nelscott and Villages URD's on all impacted entities.

Staff response: This analysis was conducted and shared with taxing districts that requested the information. Both plans are also available to the public and Consult and Confer letters were sent to all affected Taxing Districts. North Lincoln Fire & Rescue District is the only taxing entity that provided a formal written response via the Consult and Confer process.

The Lincoln County School District requested a meeting at some future time to discuss how urban renewal works with the new Superintendent. The North Lincoln Health District invited staff to their June board meeting to provide an overview of the proposed Plan and answer questions. No subsequent communication was received.

Staff Recommendation: The forecasted impact to all affected Taxing Districts is shown in the Report. In addition, specific information on the cumulative impact of the two urban renewal areas was provided for the City, County and Fire District.

Once a Plan is adopted the Agency is required to produce an annual report on the Plan that includes impacts on all taxing districts and is transmitted to all taxing districts. Staff believes it has adequately responded to this concern, no further action proposed.

Before the City Council approves this plan, you must consider the current and new economic issues that are impacting everyone. Costs are currently outpacing our annual 3% increase we are depending on to maintain service. Developers might shy away from projects and public entities are going to struggle with budgets for many years to come.

Staff response: Macro-economic conditions do have a local effect. The 2008 recession, COVID-19 and current inflation are three examples that have or are still currently affecting public and private entities. The Urban Renewal Area is projected to exist for 30 years, likely through ups and downs in the economy. The Plan is intended to incentivize and catalyze projects that otherwise wouldn't occur due to existing market conditions.

Staff recommendation: One way to offset high inflation or other prohibitive project costs is with urban renewal incentives. An outcome of the Plan is to raise property values at a faster rate than would be achieved under status quo conditions. This consideration is noted and the Plan and impacts to taxing districts was provided through the Consult and Confer process. No changes to the Plan are suggested.

Council Communication

Public Comment Resolution 2023-21 Noise Variance Fee

Meeting Date:	August 14, 2023	Primary Staff Contact:	Richard Appicello
Department:	City Attorney	E-Mail:	RAppicello@lincolncity.org
Secondary Dept:	Administration	Secondary Contacts:	Daphnee Legarza
Approval:	Daphnee Legarza	Estimated Time:	5 Minutes

Question:

Shall the Council take public comment on proposed fees in Resolution 2023-21?

Staff Recommendation:

Staff recommends the Council take public comment.

Authority:

Related - See Resolution 2023-21 adding a noise variance fee - also on this Agenda

LCMC ORS 294.160 (Public comment required).

294.160 Opportunity for public comment on new fee or fee increase. (1) The governing body of a city, county or other unit of local government shall provide an opportunity for interested persons to comment on the enactment of any ordinance or resolution prescribing a new fee or a fee increase or an increase in the rate or other manner in which the amount of a fee is determined or calculated.

(2) Where a local government exercises authority to assume the responsibility for a program delivered by the state, the local government shall provide an opportunity to comment on the difference between the fee amount charged by the state for such service and the proposed local fee for the service.

Background:

Resolution 2023-21 adopts an application fee for a noise variance. No fee appears to have been previously set.

Council Options:

Receive public comment

Council Communication

Ordinance 2023-15 Leaking Water Service Line

Meeting Date:	August 14, 2023	Primary Staff Contact:	Richard Appicello
Department:	City Attorney	E-Mail:	RAppicello@lincolncity.org
Secondary Dept:	Public Works	Secondary Contacts:	
Approval:	Daphnee Legarza	Estimated Time:	10 minutes

Question(s):

Should the City Council conduct and approve First and Second Reading of Ordinance 2023-15 entitled:

ORDINANCE NO. 2023-15

AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 13 (PUBLIC SERVICES), CHAPTER 13.12 (WATER AND SEWER SYSTEM RATES AND CHARGES), AMENDING SECTION 13.12.050 (WATER SERVICE EXTENSIONS, CONNECTIONS AND EQUIPMENT- INSTALLATION AND MAINTENANCE RESPONSIBILITY) AND AMENDING SECTION 13.12.100 (BILLING – DISCONNECTION FOR NONPAYMENT- RECONNECTION FEES) TO DEFINE THE OFFENSE OF FAILURE TO REPAIR WATER LEAK.

Staff recommends Council conduct First Reading of Ordinance 2023-15 and, *if unanimous*, conduct and approve Second Reading. Any changes must be read.

Authority:

City of Lincoln City Charter, Chapter IX. Section 9.2(1) provides that an ordinance may be enacted at a single meeting of the Council by unanimous vote of all Council members voting when a quorum is present upon being read by title only. Adoption of an ordinance after second reading requires the express concurrence of a majority of the members present. Ordinances may be read by title only, after compliance with Charter procedures. A non-emergency ordinance takes effect on the thirtieth (30th) day after its adoption or on a later day the ordinance prescribes. An ordinance adopted to meet an emergency may take effect as soon as it is adopted or on some other date specified in the ordinance.

Background:

This amendment defines failing to repair a water leak as an offense, and therefore clearly subject to citation. If the leak persists, the city may also treat the leak as a delinquency and shut off

water in accordance with established procedures.

Council Options:

1. Conduct and approve First Reading. Read changes, if any. Conduct and Approve Second Reading and Adopt the Ordinance.
2. Conduct and approve First Reading. Read changes, if any. Continue Second Reading to August 28, 2023, [or]
3. Continue First Reading to August 28, 2023.

Potential Motions:

City Attorney: [Conduct First Reading of Ordinance by Title only]

ORDINANCE NO. 2023-15

AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 13 (PUBLIC SERVICES), CHAPTER 13.12 (WATER AND SEWER SYSTEM RATES AND CHARGES), AMENDING SECTION 13.12.050 (WATER SERVICE EXTENSIONS, CONNECTIONS AND EQUIPMENT- INSTALLATION AND MAINTENANCE RESPONSIBILITY) AND AMENDING SECTION 13.12.100 (BILLING – DISCONNECTION FOR NONPAYMENT- RECONNECTION FEES) TO DEFINE THE OFFENSE OF FAILURE TO REPAIR WATER LEAK.

Council:

Motion to approve First Reading of Ordinance 2023-15.

If unanimous: City Attorney conducts Second Reading

City Attorney: [Conduct Second Reading of Ordinance by Title only]

Council:

1. Motion to approve Second Reading and adopt Ordinance 2023-15.

[or]

2. Motion to set Second Reading for August 28, 2023.

Attachments:

Ordinance 2023-15 Failure to Repair Leak (DOCX)

ORDINANCE NO. 2023-15

AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 13 (PUBLIC SERVICES), CHAPTER 13.12 (WATER AND SEWER SYSTEM RATES AND CHARGES), AMENDING SECTION 13.12.050 (WATER SERVICE EXTENSIONS, CONNECTIONS AND EQUIPMENT- INSTALLATION AND MAINTENANCE RESPONSIBILITY) AND AMENDING SECTION 13.12.100 (BILLING – DISCONNECTION FOR NONPAYMENT- RECONNECTION FEES) TO DEFINE THE OFFENSE OF FAILURE TO REPAIR WATER LEAK.

*Annotated to show deletions and additions to the code sections being modified. Deletions are **~~bold lined through~~** and additions are **bold underlined**.*

WHEREAS, Chapter 2, Section 2.1 and 2.2., of the City of Lincoln City Charter provides:

2.1 Powers of the City

The city has all powers which the constitutions, statutes and common law of the United States and of this state expressly or impliedly grant or allow municipalities as fully as though this charter specifically enumerated each of those powers.

2.2 Construction of Charter

In this charter no mention of a particular power shall be construed to be exclusive or to restrict the scope of the powers which the city would have if the particular power were not mentioned. The charter shall be liberally construed to the end that the city may have all powers necessary or convenient for the conduct of its municipal affairs, including all powers that cities may assume pursuant to state laws and to the municipal home rule provisions of the state Constitution; and

WHEREAS, the above referenced grant of power has been interpreted as affording all legislative powers home rule constitutional provisions reserved to Oregon Cities. *City of Beaverton v. International Ass'n of Firefighters, Local 1660, Beaverton Shop*, 20 Or. App. 293; 531 P 2d 730, 734 (1975); *La Grande/Astoria v. PERB*, 281 Or 137, 142 (1978), *aff'd on reh'g* 284 Or 173 (1978); and

WHEREAS, the City routinely notifies property owners of probable leaks and often the notices are ignored; and

WHEREAS, Council desires to clarify that wasting water by not repairing a leak is a violation level offense; and

THE CITY OF LINCOLN CITY ORDAINS AS FOLLOWS:

SECTION 1. Lincoln City Municipal Code Title 13 (*Public Services*), Chapter 13.12 (*Water and Sewer System rates and Charges*), Section 13.12.050 (*Water Service Extensions, Connections and Equipment – Installation and Manitenance Responsibility*), Paragraph I, (*Leaking Services*) is amended to read as follows:

I. Leaking Services.

1. Where there is a leak between the main and the meter, the utility shall make all repairs free of charge.

2. When a service pipe at the proper grade is damaged or destroyed by contractors or others, the person, contractor or company responsible for such damage or destruction shall pay the utility for the **actual** cost of repairing or replacing such pipes **and shall pay for the actual cost of lost water**, on the basis of the rate and fee schedule.

3. The property owner shall be responsible for all the maintenance and repair and the costs associated therewith of the service line between the meter and building served. **If utility staff notifies the property owner in writing of a water leak between the meter and the building served, and owner has not repaired the leak or requested a water-shut off within 12 days after mailing of such notice, the failure to repair or turn off water shall be deemed an offense against the City, subject to citation as provided in Chapter 1.16 LCMC. Such violation may date back to the date notice was first received by the Owner or responsible party and is a continuing violation offense. Each day is a separate offense punishable as a Class B violation. In addition to any fine imposed, any such violation shall be subject to recovery of the cost of lost water on the basis of the rate or fee schedule as well as administrative enforcement costs. The City has the authority and the respective departments are authorized to discontinue and disconnect both water and sewer service, or either of them, for delinquency as to either of the charges without further notice [See section 13.12.100].**

SECTION 2. Lincoln City Municipal Code Title 13 (*Public Services*), Chapter 13.12 (*Water and Sewer System rates and Charges*), Section 13.12.100 (*Billing – Disconnection for nonpayment – Reconnection fees*), Paragraphs B and C are amended to read as follows:

B. A bill shall be delinquent if it is not paid on or before the fifteenth of the month following the date of billing. Delinquency in an account of a customer receiving service outside the city also occurs when the agreement and waiver required under LCMC 13.12.050 (B)(4) are not provided within 60 days of an application for change in service, or when the agreement and waiver required under LCMC 13.12.050 (B)(5) are not provided within 60 days of notice from the city. **Delinquency in an account of a customer receiving water service also occurs when the owner fails or neglects to repair a leaking service required under LCMC 13.12.050 (I) and repairs or water turn off are not performed within 12 days of mailing of such notice from the city.** If a bill or account becomes delinquent, a delinquency turnoff notice shall be mailed, not later than 30 days after the due date, by first class mail to the person responsible for

1 payment, to "occupant" at the address of the property served, and, if the person
 2 responsible for payment is not the owner or owner's agent, to the last address of the
 3 owner or owner's agent that is on file with the city for water and sewer account
 4 purposes. If payment, or agreement and waiver required of customers outside the city,
 5 **or for leaking services, regardless of location**, has not been received within 10 days
 6 after mailing of the turnoff notice, the city has the authority and the respective
 7 departments are authorized to discontinue and disconnect both water and sewer service,
 8 or either of them, for delinquency as to either of the charges without further notice.

9
 10 C. If the city has sent a delinquency turnoff notice and the person responsible for
 11 payment, the owner or owner's agent, or a renter believes the account is not delinquent,
 12 then the person shall have the right to have the question of delinquency reviewed by a
 13 city representative designated to conduct such reviews. For delinquency under
 14 LCMC 13.12.050 (B)(4) or (5), **or 13.12.050.(I)**, the right to review is reserved to the
 15 property owner. The person must exercise this right by either a written, telephone, or in
 16 person request for review to the city representative, which request must be received by
 17 the city representative not later than 5:00 p.m. of the tenth day after mailing of the
 18 notice of delinquency. If a person has exercised this right within the time allowed, the
 19 person not later than 5:00 p.m. of the fourteenth day after mailing of the notice of
 20 delinquency shall deliver to the city representative all information and evidence the
 21 person wishes the city representative to consider on the question of delinquency. The
 22 city representative thereafter shall review the information and evidence submitted,
 23 together with any other information and evidence the representative may have or
 24 receive, shall make a decision on the question of delinquency, and shall mail notice of
 25 the decision by first class mail to the person responsible for payment, to "occupant" at
 26 the address of the property served, and, if the person responsible for payment is not the
 27 owner or owner's agent, to the last address of the owner or owner's agent that is on file
 28 with the city for water and sewer account purposes. If the city representative has
 29 determined that the account is delinquent, and if payment, or agreement and waiver
 30 required of customers outside the city, has not been received within five days after
 31 mailing of notice of the decision, the city thereafter has the authority and the respective
 32 departments are authorized to discontinue and disconnect both water and sewer service,
 33 or either of them, for delinquency as to either of the charges without further notice. The
 34 city representative, for good cause, may extend the deadlines set out in this subsection.

35 36 **SECTION 3. Findings Adopted.**

37
 38 The findings contained in the Whereas Clauses of this Ordinance, as well as the
 39 competent substantial evidence in the whole record of this legislative proceeding are
 40 incorporated into this section by reference as if fully set forth herein, and are adopted in
 41 support of this legislative action.

42 43 **SECTION 4. Severability.**

The sections, subsections, paragraphs and clauses of this Ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 5. Ordinance Effective Date.

Pursuant to Chapter IX, Section 9.3, this ordinance takes on the thirtieth (30th) day after its adoption.

SECTION 6. Codification.

Provisions of this Ordinance shall be incorporated in the City of Lincoln City Municipal Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided that any Whereas clauses and boilerplate provisions (i.e. Sections 3-6) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was distinctly read by title only in accordance with Chapter IX, Section 9.2 of the City of Lincoln City Charter on the 14th day of August, 2023 (First Reading). The Ordinance was again read by title only on the 14th day of August 2023 (Second Reading) and Council approved Second Reading and adoption of the Ordinance.

PASSED AND ADOPTED by the City Council of the City of Lincoln City this 14th day of August, 2023.

SUSAN WAHLKE,
MAYOR

ATTEST:

JAMIE YOUNG, CITY RECORDER

APPROVED AS TO FORM:

RICHARD APPICELLO, CITY ATTORNEY

Council Communication

Ordinance 2023-16 City Enforcement Officer

Meeting Date:	August 14, 2023	Primary Staff Contact:	Richard Appicello
Department:	City Attorney	E-Mail:	RAppicello@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Daphnee Legarza	Estimated Time:	5 mins.

Question: Should the City Council conduct and approve First Reading and Second Reading of Ordinance 2023-16 amending the definition of enforcement officer?

ORDINANCE NO. 2023-16

AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 1 (GENERAL PROVISIONS), AMENDING CHAPTER 1.16 (VIOLATIONS), AMENDING SECTION 1.16.030 (DEFINITIONS) TO UPDATE THE DEFINITION OF ENFORCEMENT OFFICER

Staff Recommendation:

Staff recommends Council conduct and approve First Reading of Ordinance 2023-16 and, *if unanimous*, Conduct and approve Second Reading and adopt Ordinance 2023-16.

Authority:

City of Lincoln City Charter, Chapter IX. Section 9.2(1) provides that an ordinance may be enacted at a single meeting of the Council by unanimous vote of all Council members voting when a quorum is present upon being read by title only. Adoption of an ordinance after second reading requires the express concurrence of a majority of the members present. Ordinances may be read by title only, after compliance with Charter procedures. A non-emergency ordinance takes effect on the thirtieth (30th) day after its adoption or on a later day the ordinance prescribes. An ordinance adopted to meet an emergency may take effect as soon as it is adopted or on some other date specified in the ordinance.

Background:

To facilitate efficient TRT and OTP enforcement, the Accounts Payable Manager is being designated in LCMC 1.16.030 as a City Enforcement officer.

Council Options:

1. Conduct and approve First Reading. Read changes, if any. Conduct and Approve Second Reading and Adopt the Ordinance.
2. Conduct and approve First Reading. Continue Second Reading to August 28, 2023.
3. Continue First Reading to August 28, 2023.
4. Do not proceed with proposed ordinance.

Potential Motions:

City Attorney: [Conduct First Reading of Ordinance by Title only]

ORDINANCE NO. 2023-16

AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 1 (GENERAL PROVISIONS), AMENDING CHAPTER 1.16 (VIOLATIONS), AMENDING SECTION 1.16.030 (DEFINITIONS) TO UPDATE THE DEFINITION OF ENFORCEMENT OFFICER

Council:

1. Motion to approve First Reading of Ordinance 2023-16.

If unanimous: Conduct Second Reading

City Attorney: [Conduct Second Reading of Ordinance by Title only]

Council:

1. Motion to approve Second Reading and adopt Ordinance 2023-16.

Attachments:

Ordinance 2023-16 Accounts payable manager (DOCX)

ORDINANCE NO. 2023-16

AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 1 (GENERAL PROVISIONS), AMENDING CHAPTER 1.16 (VIOLATIONS), AMENDING SECTION 1.16.030 (DEFINITIONS) TO UPDATE THE DEFINITION OF ENFORCEMENT OFFICER

Annotated to show deletions and additions to the code sections being modified. Deletions are ~~bold lined through~~ and additions are **bold underlined**.

WHEREAS, Chapter 2, Section 2.1 and 2.2., of the City of Lincoln City Charter provides:

2.1 Powers of the City

The city has all powers which the constitutions, statutes and common law of the United States and of this state expressly or impliedly grant or allow municipalities as fully as though this charter specifically enumerated each of those powers.

2.2 Construction of Charter

In this charter no mention of a particular power shall be construed to be exclusive or to restrict the scope of the powers which the city would have if the particular power were not mentioned. The charter shall be liberally construed to the end that the city may have all powers necessary or convenient for the conduct of its municipal affairs, including all powers that cities may assume pursuant to state laws and to the municipal home rule provisions of the state Constitution; and

WHEREAS, the above referenced grant of power has been interpreted as affording all legislative powers home rule constitutional provisions reserved to Oregon Cities. *City of Beaverton v. International Ass'n of Firefighters, Local 1660, Beaverton Shop*, 20 Or. App. 293; 531 P 2d 730, 734 (1975); *LaGrande/Astoria v. PERB*, 281 Or 137, 142 (1978), *aff'd on reh'g* 284 Or 173 (1978); and

WHEREAS, the City Council wanted to expand the definition of Enforcement Officer to encompass theAccounts Payable Manager; and

THE CITY OF LINCOLN CITY ORDAINS AS FOLLOWS:

SECTION 1. Lincoln City Municipal Code Title 1 (*General Provisions*), Chapter 1.16 (*Violations*), Section 1.16.030 (*Definitions*) is amended to read as follows:

1.16.030 (Definitions)

As used in this chapter, unless the context requires otherwise:

"City enforcement officer" or "enforcement officer," means, for purposes of this chapter, any one or more of the following personnel: city manager, city attorney, code enforcement officer, VRD compliance officer, city engineer, building official, building inspector, planning director, floodplain administrator, accounts payable manager, any sworn member of the Lincoln City police department, or any city employee, contractor or agent designated by the city manager in writing to perform code enforcement.

"Fine" means the penalty imposed when a violation is found to have been committed.

"Person" means any person, firm, partnership, corporation or association of persons.

"Violation" is defined as described in ORS 153.008 which generally means that the offense is not punishable by imprisonment but may be subject to a fine or other sanction.

SECTION 2. Findings Adopted.

The findings contained in the Whereas Clauses of this Ordinance, as well as the competent substantial evidence in the whole record of this legislative proceeding are incorporated into this section by reference as if fully set forth herein, and are adopted in support of this legislative action.

SECTION 3. Severability.

The sections, subsections, paragraphs and clauses of this Ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 4. Ordinance Effective Date.

Pursuant to Chapter IX, Section 9.3, this ordinance takes on the thirtieth (30th) day after its adoption

1 SECTION 5. Codification.

3 Provisions of this Ordinance shall be incorporated in the City of Lincoln City Municipal
4 Code and the word "ordinance" may be changed to "code", "article", "section", "chapter"
5 or another word, and the sections of this Ordinance may be renumbered, or re-lettered,
6 provided that any Whereas clauses and boilerplate provisions (i.e. Sections 2-5) need
7 not be codified and the City Recorder is authorized to correct any cross-references and
8 any typographical errors.

0 The foregoing ordinance was distinctly read by title only in accordance with Chapter IX,
1 Section 9.2 of the City of Lincoln City Charter on the 14th day of August, 2023 (First
2 Reading). The Ordinance was again read by title only on the 14th day of August, 2023
3 (Second Reading) and Council approved Second Reading and adoption of the Ordinance.

5 PASSED AND ADOPTED by the City Council of the City of Lincoln City this 14th day of
6 August, 2023 .

SUSAN WAHLKE,
MAYOR

4 ATTEST:

7 JAMIE YOUNG, CITY RECORDER

11 APPROVED AS TO FORM:

4 RICHARD APPICELLO, CITY ATTORNEY

Council Communication

Ordinance 2023-18 Adoption of New Urban Renewal District

Meeting Date:	August 14, 2023	Primary Staff Contact:	Richard Appicello
Department:	City Attorney	E-Mail:	RAppicello@lincolncity.org
Secondary Dept:	Urban Renewal	Secondary Contacts:	Alison Robertson
Approval:	Daphnee Legarza	Estimated Time:	15 minutes

Question(s):

Should the City Council conduct and approve First and Second Reading and adopt Ordinance 2023-18 entitled:

ORDINANCE NO. 2023-18

AN ORDINANCE OF THE CITY OF LINCOLN CITY, MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO AND APPROVING THE NELSCOTT URBAN RENEWAL (TAX INCREMENT FINANCE) PLAN AND DIRECTING THAT NOTICE OF APPROVAL BE PUBLISHED

Staff Recommendation:

Staff recommends Council conduct First Reading of Ordinance 2023-18 and, *if unanimous*, Conduct and approve Second Reading and adopt the Ordinance. Any changes must be read.

Authority:

City of Lincoln City Charter, Chapter IX. Section 9.2(1) provides that an ordinance may be enacted at a single meeting of the Council by unanimous vote of all Council members voting when a quorum is present upon being read by title only. Adoption of an ordinance after second reading requires the express concurrence of a majority of the members present. Ordinances may be read by title only, after compliance with Charter procedures. A non-emergency ordinance takes effect on the thirtieth (30th) day after its adoption or on a later day the ordinance prescribes. An ordinance adopted to meet an emergency may take effect as soon as it is adopted or on some other date specified in the ordinance.

Background:

See Public Hearing Agenda item on this Agenda and the attached Ordinance, Plan and Report.

Council Options:

1. Conduct and approve First Reading. Read changes, if any. Conduct and Approve Second Reading and Adopt the Ordinance.
2. Conduct and approve First Reading. Read changes, if any. Continue Second Reading to August 28, 2023 [or]
3. Continue First Reading to August 28, 2023.
4. Do not proceed with proposed ordinance.

Potential Motions:

City Attorney: [Conduct First Reading of Ordinance by Title only]

ORDINANCE NO. 2023-18

AN ORDINANCE OF THE CITY OF LINCOLN CITY, MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO AND APPROVING THE NELSCOTT URBAN RENEWAL (TAX INCREMENT FINANCE) PLAN AND DIRECTING THAT NOTICE OF APPROVAL BE PUBLISHED

Council:

1. Motion to approve First Reading of Ordinance 2023-18.

If unanimous: conduct Second Reading

City Attorney: [Conduct Second Reading of Ordinance by Title only]

Council:

1. Motion to approve Second Reading and adopt Ordinance 2023-18.

[or]

2. Motion to set Second Reading for August 28, 2023.

Attachments:

Ordinance 2023-18 Nelscott UR Plan 8-4-23 (DOCX)

Exhibit A_Nelscott Plan with legal description 06 29 2023 (PDF)

Exhibit B_Accompanying Report to Nelscott UR Plan 06 13 2023 (PDF)

Exhibit C_Planning Commission_Memo_MeetingAction_2023_0718 (PDF)

Exhibit D_County Sample Res 07 24 2023-DRAFT (PDF)

ORDINANCE NO. 2023-18

**AN ORDINANCE OF THE CITY OF LINCOLN CITY, MAKING CERTAIN DETERMINATIONS
AND FINDINGS RELATING TO AND APPROVING THE NELSCOTT URBAN RENEWAL (TAX
INCREMENT FINANCE) PLAN AND DIRECTING THAT NOTICE OF APPROVAL BE
PUBLISHED**

*Annotated to show deletions and additions to the code sections being modified. Deletions are
~~bold lined through~~ and additions are **bold underlined**.*

WHEREAS, the Lincoln City Urban Renewal Agency ("Agency"), as the duly authorized and acting urban renewal agency of the City of Lincoln City, Oregon, is proposing to undertake certain urban renewal activities in a designated area within the City pursuant to ORS Chapter 457; and

WHEREAS, the Agency, pursuant to the requirements of ORS Chapter 457, has caused the preparation of the Nelscott Urban Renewal (Tax Increment Finance) Plan attached hereto as Exhibit A (the "Plan"). The Plan authorizes certain urban renewal activities within the Nelscott Urban Renewal Area (the "Area"); and

WHEREAS, the Agency has caused the preparation of a certain Urban Renewal Report dated attached hereto as Exhibit B (the "Report") to accompany the Plan as required under ORS 457.085(3); and

WHEREAS, the Agency forwarded the Plan and Report to the Lincoln City Planning Commission (the "Commission") for review and recommendation. The Commission considered the Plan and Report on July 18, 2023 and adopted a finding that the Plan conformed with the Lincoln City Comprehensive Plan attached hereto as Exhibit C (the "Planning Commission Recommendation"); and

WHEREAS, the Plan and the Report were forwarded on June 12, 2023 to the governing body of each taxing district affected by the Plan, and Agency has thereafter consulted and conferred with each taxing district; and

WHEREAS, on July 19, 2023 the City met with representatives of Lincoln County to review the Plan, including proposed maximum indebtedness for the Plan; and

WHEREAS, as there are unincorporated properties within the Plan area, the Lincoln County Board of Commissioners will consider adoption of the Plan through a resolution on August 16, 2023, attached hereto (as a DRAFT with final version pending County Consideration) as Exhibit D (the "County Approval").

1 WHEREAS, the City Council has received a written recommendation from the North Lincoln Fire
2 and Rescue #1 and; and accepts/rejects/modifies that recommendation.

3
4 WHEREAS, on July 17, the City caused notice of the hearing to be held before the Council on the
5 Plan, including the required statements of ORS 457.120(3), to be mailed to property owners
6 within City's incorporated limits through a utility bill mailer and a direct mailer to properties
7 outside fo City Limits but within the proposed boundary; and

8
9 WHEREAS, on August 14, 2023 the City Council held a public hearing to review and consider the
10 Plan, the Report, the recommendation of the Lincoln City Planning Commission and the public
11 testimony received on or before that date and to receive additional public testimony; and

12
13 WHEREAS, The City Council found that the Plan conforms with all applicable legal requirements;
14 and

15
16 WHEREAS, after consideration of the record presented through this date, the City Council does
17 by this Ordinance desire to approve the Plan.

18
19 **THE CITY OF LINCOLN CITY ORDAINS AS FOLLOWS:**

20
21 Section 1. The Plan complies with all applicable requirements of ORS Chapter 457 and the
22 specific criteria of 457.095(1) through (7), in that, based on the information provided in the
23 Report, the Lincoln City Planning Commission Recommendation, and the public testimony
24 before the City Council:

- 25
26 1. The process for the adoption of the Plan, has been conducted in accordance with the
27 applicable provisions of Chapter 457 of the Oregon Revised Statutes and all other
28 applicable legal requirements;
29
30 2. The area designated in the Plan as the Nelscott Urban Renewal Area ("Area") is blighted,
31 as defined by ORS 457.010(1) and is eligible for inclusion within the Plan because of
32 conditions described in the Report in the Section "Existing Physical, Social, and Economic
33 Conditions and Impacts on Municipal Services", including the existence of inadequate
34 streets and other rights of way, open spaces and utilities and underdevelopment of
35 property within the Area (ORS 457.010(1)(e) and (g);
36
37 3. The rehabilitation and redevelopment described in the Plan to be undertaken by the
38 Agency is necessary to protect the public health, safety or welfare of the City because
39 absent the completion of urban renewal projects, the Area will fail to contribute its fair
40 share of property tax revenues to support City services and will fail to develop and/or
41 redevelop according the goals of the City's Comprehensive Plan;
42

4. The Plan conforms to the Lincoln City Comprehensive Plan, the Lincoln City Economic Opportunity Analysis, the Lincoln County Comprehensive Plan and provides an outline for accomplishing the projects described in the Plan, as more fully described in XIII of the Plan, the City Council staff report for the August 14, 2023 meeting and in the Lincoln City Planning Commission Recommendation;
5. No residential displacement will occur as a result of the acquisition and disposition of land and redevelopment activities proposed in the Plan and therefore the Plan does not include provisions to house displaced persons;
6. Adoption and carrying out the Plan is economically sound and feasible in that eligible projects and activities will be funded by urban renewal tax revenues derived from a division of taxes pursuant to section 1c, Article IX of the Oregon Constitution and ORS 457.440 and other available funding as more fully described in the Sections of the Report;
7. Acquisition of property is necessary in the future to complete projects within the Plan.
8. The City shall assume and complete any activities prescribed it by the Plan; and
9. The Agency consulted and conferred with affected overlapping taxing districts prior to the Plan being forwarded to the City Council. The North Lincoln Fire & Rescue District #1 sent a written recommendation to the City to make the Plan a 15-year plan and to tie the Plan to a Performance Plan. The City Council (accepts, rejects or modifies) the recommendation from the North Lincoln Fire & Rescue District #1 to make a 15-year urban renewal plan. The City Council accepts/rejects/modifies the recommendation from the North Lincoln Fire & Rescue District #1 for a Performance Plan.

SECTION 2. The Nelscott Urban Renewal (Tax Increment Finance) Plan is hereby approved based upon review and consideration by the City Council of the Plan and Report, the Lincoln City Planning Commission Recommendations, the Lincoln County Commission approval of the Plan, each of which is hereby accepted, and the public testimony in the record.

SECTION 3. The City Manager shall forward forthwith to the Agency a copy of this Ordinance.

SECTION 4. The Agency shall thereafter cause a copy of the Plan to be recorded in the Records of Lincoln County, Oregon.

SECTION 5. The City Manager, in accordance with ORS 457.115, shall publish notice of the adoption of the Ordinance approving the Plan including the provisions of ORS 457.135, in the Lincoln City News Guard no later than four days following adoption of this Ordinance.

SECTION 6. Findings Adopted.

The findings contained in the Whereas Clauses of this Ordinance, and in the ordinance exhibits, as well as the competent substantial evidence in the whole record of this legislative proceeding are incorporated into this section by reference as if fully set forth herein, and are adopted in support of this legislative action.

SECTION 7. Severability.

The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 8. Ordinance Effective Date.

Pursuant to Chapter IX, Section 9.3, this ordinance takes effect 30 days after the date of its adoption.

SECTION 9. Codification.

Provisions of this Ordinance shall be incorporated in the City of Lincoln City Municipal Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided that any Whereas clauses and boilerplate provisions (i.e. Sections 6-9) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was distinctly read by title only in accordance with Chapter IX, Section 9.2 of the City of Lincoln City Charter on the 14th day of August 2023 (First Reading) and on the 14th day of August 2023 (Second Reading).

PASSED AND ADOPTED by the City Council of the City of Lincoln City this 14th day of August 2023.

SUSAN WAHLKE, MAYOR

ATTEST:

JAMIE YOUNG, CITY RECORDER

1 APPROVED AS TO FORM:
2
3
4 _____
5 RICHARD APPICELLO, CITY ATTORNEY

1
2
3
4
5

Ordinance 2023-18 Exhibit A
Nelscott Urban Renewal (Tax Increment Finance) Plan

1
2
3
4

Ordinance 2023-18 Exhibit B
Report on the Nelscott Urban Renewal (Tax Increment Finance) Plan

Ordinance 2023-18 Exhibit C

Memorandum from Planning Director regarding Lincoln City Planning Commission Report and
Recommendation on the Nelscott Urban Renewal (Tax Increment Finance) Plan

1
2
3
4
5
6
7
8
9
10
11

Ordinance 2023-18 Exhibit D

Lincoln County Resolution regarding Lincoln City the
Nelscott Urban Renewal (Tax Increment Finance) Plan

Nelscott

Urban Renewal (Tax Increment Finance) Plan

Adopted by the City of Lincoln City

DATE

Ordinance No. ____



If Amendments are made to the Plan, the Resolution or Ordinance Number and date will be listed here. The amendment will be incorporated into the Plan and noted through a footnote.

Date	Res or Ordinance No.	Purpose of Change

LIST OF PARTICIPANTS

Mayor

Susan Wahlke

City Council

Mitch Parsons, Ward 1
Dennis “Riley” Hoagland, Ward 2
Sydney Kasner, Ward 2
Judy R. Casper, Ward 3
Rick Mark, Ward 3

Planning Commission

Kim Blackerby
Robert Vincent, Chair
Marcella Baker
Melissa Sumner
Charlsy Affuso
Brian Bunnett

Urban Renewal Agency

Rick Mark, Chair
Mitch Parsons, Vice Chair
Susan Wahlke
Sydney Kasner
Judy R. Casper
Dennis “Riley” Hoagland

City Manager

Daphnee Legarza

Economic Development and Urban Renewal Director

Alison Robertson

Economic Development Project Manager

Seth Lenaerts

Executive Administrative Assistant

Liz Frances

Finance Director

Debbie Bridges

Public Works Director & City Engineer

Stephanie Reid

Parks And Recreation Director

Jeanne Sprague

Planning and Community Development Director

Anne Marie Skinner

Urban Renewal Advisory Committee

Susan Wahlke – Mayor, City of Lincoln City
Pamela Barlow-Lind – Tribal Planner,
Confederated Tribes of Siletz Indians
Debbie Bridges – Finance Director, City of
Lincoln City
Daphnee Legarza – City Manager, City of
Lincoln City
Chief Rob Dahlman – Fire Chief, North Lincoln
Fire & Rescue District #1
Rick Mark – UR Agency Chair, City of Lincoln
City
Tim Johnson, County Administrator, Lincoln
County
Robert Vincent – Chair, Lincoln City Planning
Commission
Lisa Spence-Bunnett – Community Member
Barbe Jenkins-Gibson – Community Member
Shawnn Kehr – Community Member

Tax Increment Plan Consulting Team

Elaine Howard Consulting, LLC

Elaine Howard
Scott Vanden Bos

Tiberius Solutions, LLC

Nick Popenuk
Ali Danko
Rob Wyman

This page intentionally left blank

TABLE OF CONTENTS

I.	DEFINITIONS	6
II.	INTRODUCTION	8
III.	MAXIMUM INDEBTEDNESS	13
IV.	GOALS AND OBJECTIVES	13
V.	URBAN RENEWAL PROJECT CATEGORIES	16
VI.	URBAN RENEWAL PROJECTS	16
VII.	AMENDMENTS TO PLAN	21
VIII.	PROPERTY ACQUISITION AND DISPOSITION	22
IX.	RELOCATION METHODS	23
X.	TAX INCREMENT FINANCING OF PLAN	23
XI.	VALIDITY	24
XII.	ANNUAL REPORT	24
XIII.	RELATIONSHIP TO LOCAL OBJECTIVES	24
XIV.	LEGAL DESCRIPTION	42

I. DEFINITIONS

“Agency” means the Lincoln City Urban Renewal Agency, also called Agency. The Agency is responsible for administration of this Nelscott Urban Renewal (Tax Increment Finance) Plan and other urban renewal/TIF plans previously adopted in the City of Lincoln City.

“Annual report” is the ORS 457.460 requirement for the production of an urban renewal annual report that is distributed to the taxing districts.

“Area” or “urban renewal area” or “TIF Area” means the tax increment finance area established for this Plan pursuant to ORS 457, including the properties and rights-of-way located therein.

“Blight” is defined in ORS 457.010(1)(a-i) and identified in the ordinance adopting an urban renewal plan.

“Board of Commissioners” means the Lincoln County Board of Commissioners.

“City” means the City of Lincoln City, Oregon.

“City Council” or “Council” means the Lincoln City City Council.

“Comprehensive Plan” means the City of Lincoln City Comprehensive Plan and its implementing ordinances, policies, and standards.

“County” means Lincoln County, Oregon.

“Fiscal year” means the year commencing on July 1 and closing on June 30.

“Frozen base” means the total assessed value including all real, personal, manufactured, and utility values within a TIF area at the time of adoption. The county assessor certifies the assessed value after the adoption of a TIF area plan.

“Increment” means that part of the assessed value of a taxing district attributable to any increase in the assessed value of the property located in an urban renewal area, or portion thereof, over the assessed value specified in the certified statement from the assessor (frozen base).

“Maximum indebtedness” means the amount of the principal of indebtedness included in a plan pursuant to ORS 457.190 and does not include indebtedness incurred to refund or refinance existing indebtedness. The maximum indebtedness for this Plan is \$129,000,000.

“Municipality” means any county or any city in the state of Oregon.

“Nelscott Urban Renewal (TIF) Area” means the urban renewal area/tax increment finance area established under authority in ORS 457 as shown in Exhibit A and defined in the attached legal description.

“ORS” means the Oregon Revised Statutes and specifically Chapter 457, which relates to urban renewal.

“Planning Commission” means the Lincoln City Planning Commission.

“Project(s)” or “TIF Project(s)” means any work or undertaking carried out under the TIF Plan.

“Report Accompanying TIF Plan” or “Report” means the official report that accompanies the Nelscott TIF Plan pursuant to ORS 457.085(3).

“Revenue sharing” means sharing tax increment proceeds as defined in ORS 457.470.

“Tax increment finance area” or “urban renewal area” or “TIF area” means a blighted area included in a TIF plan.

“Tax increment finance area plan” or “urban renewal plan” or “TIF plan” means a plan, as it exists or is changed or modified from time to time, for one or more TIF areas, as provided in ORS 457.

“Tax increment finance area project(s)” or “urban renewal project(s)” or “TIF area project(s)” means any work or undertaking carried out under ORS 457.170 and ORS 457.180 in a TIF area.

“Tax increment finance area report” or “urban renewal report” or “report” means the official report that accompanies the TIF plan pursuant to ORS 457.085(3).

“Tax increment finance” or “tax increment financing” or “TIF” means the funds that are associated with the division of taxes accomplished through the adoption of a TIF plan.

“Tax increment revenues” means the funds allocated by the assessor to renewal TIF area due to increases in assessed value over the frozen base within the area.

“UGB” means urban growth boundary.

“Urban Renewal” means the statutory authority provided in ORS 457. In this Plan it is synonymous with TIF.

II. INTRODUCTION

A. Background

The Lincoln City City Council (City Council) has used urban renewal as an economic development tool since the adoption of the Year 2000 Development (Urban Renewal) Plan (Year 2000 Plan) in 1988. The Year 2000 Plan terminated taking division of taxes in fiscal year 2020/2021. As part of planning for the tools to be used to help facilitate development and provide infrastructure to the city, the City Council directed staff to complete tax increment feasibility studies for both the Roads Ends/Villages at Cascade Head Area and the Nelscott Area. Those studies were completed in 2019 and were presented to the City Council. After review of the findings of the feasibility studies, the City Council directed staff to prepare a tax increment plan for the Roads Ends/Villages at Cascade Head Area and to begin planning for a potential future tax increment area in Nelscott.

The Nelscott Urban Renewal (Tax Increment Finance) Plan (Plan) for the Nelscott Urban Renewal (Tax Increment Finance) Area (Area) was developed for the City Council with cooperative input from the community-based Advisory Committee (AC) that was formed for this purpose. The AC consisted of eleven members including representatives from City Council, Agency and Lincoln City Planning Commission (Planning Commission), representatives from major taxing districts, and community members. The AC met formally five times to review and discuss the project boundary, list of projects to be pursued in the Area, project financials, and to review the Draft Plan.

The Plan also included input from community engagement at two public forums, an online survey, public meetings, and in hearings before the Lincoln City Urban Renewal Agency, Planning Commission, City Council, and a public briefing with the Lincoln County Board of Commissioners. This Plan contains properties that are in unincorporated Lincoln County and therefore the County Commission will also need to approve the Plan. The Plan also included communication with the overlapping taxing districts through a briefing with representatives from impacted taxing districts, individual meetings with taxing districts as requested, and consult and confer letters to update impacted districts on project progress and financial implications to each taxing district.

A significant project to be completed in the Area that involves future community outreach is Community Visioning. Through the Community Visioning process projects will be further defined and prioritized as funds are accrued.

A full list of community outreach events and presentations is shown in Table 1.

The Area, shown in Figure 1, is approximately 323 acres.

Table 1 – Community Outreach and Events

Meeting	Topic	Date
City Staff - Department Head Meeting	Identify initial list of projects to be completed in Area	08/09/2022
City Council	Update on Process	01/23/2023
Park and Recreation Board	Update on Process	01/18/2023
Advisory Committee Meeting #1	Boundary discussion	2/01/2023
Email sent out to general contact list	Invitation for Community Open House #1	2/08/2023
Urban Renewal Agency	Update on Process	02/13/2023
Advisory Committee Meeting #2	Review and discuss project list	2/15/2023
Community Open House #1	Urban Renewal overview, and collect input on list of proposed projects	2/15/2023
Online Survey	Collect input on list of proposed projects. Survey link sent to general contact list, Chamber of Commerce membership, Bay Area Merchants Association membership members, and posted on City website	3/8/2023 – 3/28/2023
Chamber of Commerce – Friday Flyer	Project update and Online Survey opportunity	03/18 + 03/25/2023
Public Notice sent out for Community Open House #2	Marketing for March 15 Community Open House #2	3/01/2023
Email sent out to general contact list	Marketing for Community Open House # 2	3/08/2023
Advisory Committee Meeting #3	Review and discuss project list & financials	3/15/2023
Community Open House #2	Present community input summary and discuss project list and financials	3/15/2023
City Council	Present community input summary and discuss project list and financials	04/10/2023
Advisory Committee Meeting #4	Review public input and boundary changes	04/05/2023
Advisory Committee Meeting #5	Review and discuss draft Plan and Report	4/26/2023
Lincoln County	Briefing on boundary	04/19/2023
Lincoln County	Vote on boundary	5/17/2023

Urban Renewal Agency review	Review and discuss draft Plan and Report	6/12/2023
Consult and Confer letters	Provide overlapping taxing districts with draft Plan and Report to review	6/13/2023
Planning Commission meeting	Review and discuss draft Plan's conformance to comprehensive plan	7/18/2023
Lincoln County briefing	Review and discuss draft Plan and Report including maximum indebtedness	7/19/2023
Lincoln County vote	Vote on Plan due to unincorporated properties	8/2/2023
City Council hearing	Review and discuss draft Plan and Report, first reading of ordinance for Plan adoption	8/14/2023
City Council vote	Second reading of ordinance for Plan adoption and vote	8/28/2023

Note on language: This Plan, wherever applicable and permissible, uses the term Tax Increment Finance or TIF synonymous with "urban renewal". The term TIF is used consistently in other parts of the nation and does not evoke past practices of other urban renewal agencies throughout the country wherein minorities and underrepresented populations were displaced to clear the way for redevelopment. This Plan aims to avoid those connotations and has been created with intention to avoid those outcomes. Utilizing the term TIF does not affect the statutory authority of ORS 457, as it relates to this Plan.

B. Plan Overview

The Goals and Objectives of this Plan are intended to guide investment by the Agency in the Area over the life of the Plan. Substantial amendments to the Plan must be approved by City Council as outlined in Section VII. All amendments to the Plan are to be listed numerically on the inside of the front page of the Plan and then incorporated into the Plan document and noted by footnote with an amendment number and adoption date.

The relationship between the sections of the Plan and the Oregon Revised Statute (ORS) 457.085(2) requirements is shown in Table 2. The specific reference in the table below is the section of this Plan that primarily addresses the statutory reference. There may be other sections of the Plan that also address the statute.

Table 2 - Statutory References

Statutory Requirement	Plan Section
ORS 457.085(2)(a)	V, VI
ORS 457.085(2)(b)	V, VI
ORS 457.085(2)(c)	XIV
ORS 457.085(2)(d)	XIII
ORS 457.085(2)(e)	XIII
ORS 457.085(2)(f)	IX
ORS 457.085(2)(g)	VIII
ORS 457.085(2)(h)	III
ORS 457.085(2)(i)	VII
ORS 457.085(2)(j)	Not applicable

C. Tax Increment Financing Overview

ORS 457 allows for the use of tax increment revenues, a financing source that is unique to urban renewal, to fund its projects. Tax increment revenues - the amount of property taxes generated by the increase in total assessed values in the urban renewal area, in this Plan called the Nelscott TIF Area or Area, from the time the Area is first established - are used to repay borrowed funds. The borrowed funds are used to pay for projects within the Area and cannot exceed the maximum indebtedness amount set by the Tax Increment Plan.

The purpose of urban renewal is to improve specific areas of a city that are poorly developed or underdeveloped, called blighted areas in ORS 457. These areas can have property that is undeveloped or underdeveloped, streets and utilities in poor condition, a complete lack of streets and utilities altogether, or other obstacles to development. In general, urban renewal projects can include construction or improvement of streets, utilities, and other public facilities; assistance for development, rehabilitation or redevelopment of property; acquisition and re-sale of property (site assembly) from willing sellers; and improvements to public spaces.

The Area meets the definition of blight due to its infrastructure deficiencies including deficiencies in the Transportation System, Parks System, Sewer System, Stormwater System and Water System. In addition, there are many undeveloped properties within the Area. These blighted conditions are specifically cited in the ordinance adopting the Plan and described in detail in the Report Accompanying Nelscott Urban Renewal (TIF) Area (Report).

The Report contains the information required by ORS 457.085(3), including:

- A description of the physical, social, and economic conditions in the area;
- The expected impact of the Plan, including fiscal impact in light of increased services;
- Reasons for selection of the Plan Area;
- The relationship between each project to be undertaken and the existing conditions;
- The estimated total cost of each project and the source(s) of funds to pay such costs;
- The estimated completion date of each project;
- The estimated amount of funds required in the Area and the anticipated year in which the debt will be retired;
- A financial analysis of the Plan;
- A fiscal impact statement that estimates the impact of tax increment financing upon all entities levying taxes upon property in the Urban Renewal Area; and
- A relocation report.

III. MAXIMUM INDEBTEDNESS

Maximum indebtedness is a legal term for the total amount of money that can be spent on projects, programs and administration throughout the life of the Plan. The maximum amount of indebtedness that may be issued or incurred under the Plan, based upon good faith estimates of the scope and costs of projects in the Plan and the schedule for their completion, is \$129,000,000 (One Hundred Twenty Nine Million Dollars). This amount is the principal of such indebtedness and does not include interest or indebtedness incurred to refund or refinance existing indebtedness, or interest earned on bond proceeds.

IV. GOALS AND OBJECTIVES

The Agency adopted both a Mission, and Goals and Objectives when the Year 2000 Plan was prepared (1988). Goals and Objectives of this Plan represent its basic intents and purposes. The projects identified in Sections V and VI of the Plan are the specific means of meeting the goals. The goals will be pursued as economically as is feasible and at the discretion of Agency. They are not listed in any order of importance or priority.

A. Agency Mission

The mission of the Agency is to eliminate blight and depreciating property values in areas within the Agency's jurisdiction and in the process, attract job producing private investments that will improve property values, improve the Area's visual quality and establish a positive linkage between the Area and the Pacific Ocean – all in a manner which will be compatible with the City's natural and built setting.

B. Plan Goals

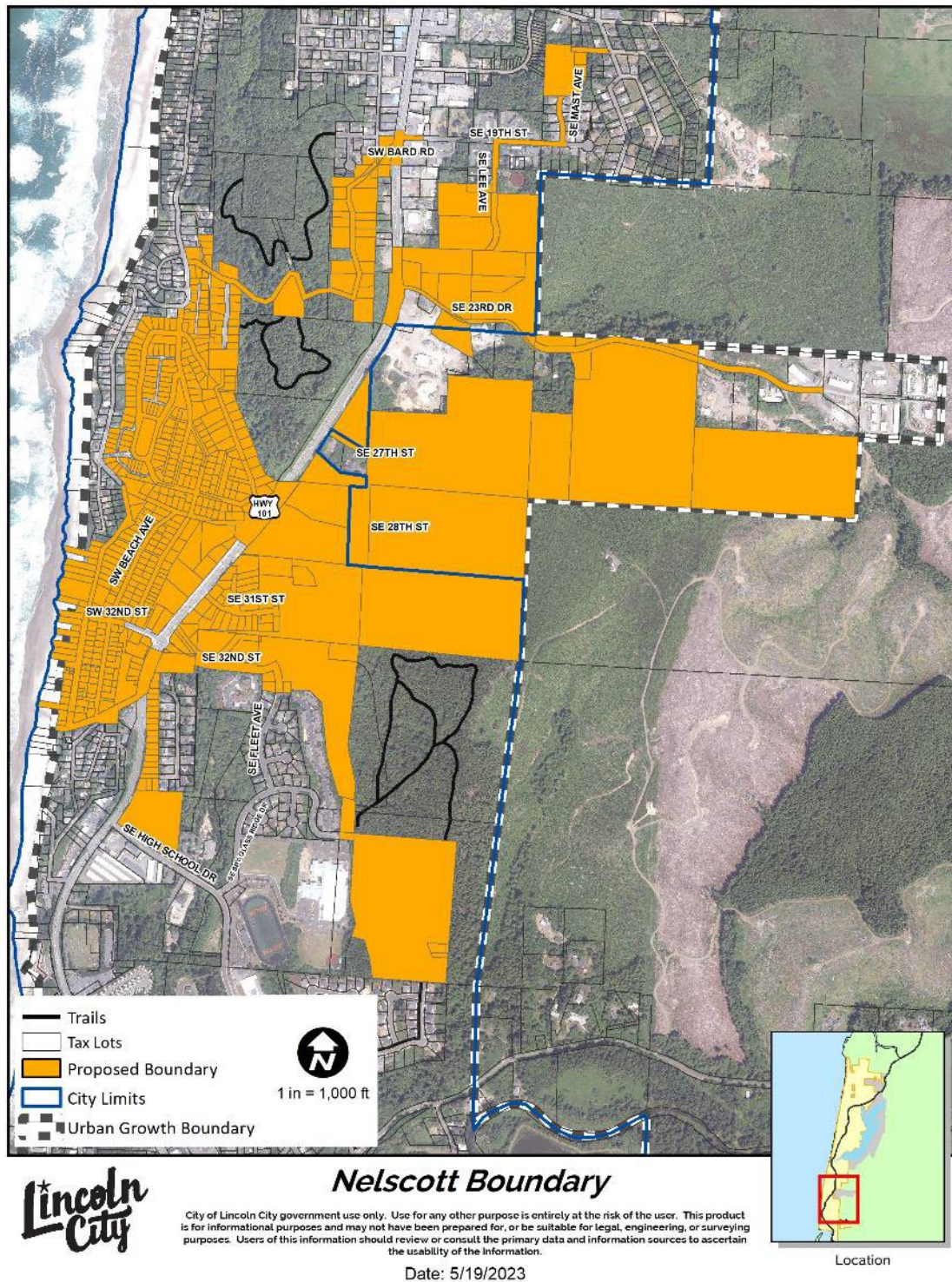
To accomplish its mission the Agency will develop and implement an urban renewal (tax increment finance) program known as the Plan, the goals and objectives of which are:

1. To resolve the problems created by existing blighted conditions so that unused and underused properties can be placed in productive condition and utilized at their highest and best use.
2. To involve community members and stakeholders and increase engagement in planning to support projects in the Area.
3. To establish and improve road connections to increase accessibility within as well as into and out of Area.
4. To improve the City's economic vitality and its ability to provide municipal services.
5. To support City economic development and housing goals.
6. To install and enhance pedestrian pathways in areas of maximum concentration to improve the pedestrian environment.
7. To enhance and increase accessibility of Area parks and open spaces and to increase connectivity to greater trail systems.
8. To establish and improve water, sewer, and utility systems to support existing and future development, and to place underground, existing overhead utility

systems in areas that will improve view corridors as well as safety in the event of inclement weather or natural disasters.

9. To be sensitive to, and to minimize to the greatest extent possible, the effects of tax increment financing upon the overlapping taxing districts through revenue sharing.
10. To enhance opportunities for business and tourist-related property to be developed, redeveloped, improved, rehabilitated and conserved in ways which will:
 - a. Ensure that traffic flow, off-street parking, and other public facilities within the Area are adequate to accommodate current and future development
 - b. Improve the Area's visual quality consistent with that of the Oregon Coast's natural environment
 - c. Encourage the expansion and development of businesses that will produce living wage jobs for the people of the City
 - d. Increase property values so that the Area will contribute its fair share to the costs of providing public services
 - e. Leverage the Agency's financial resources to maximum extent possible with other public and private investment and other funding sources

Figure 1. Nelscott Urban Renewal (TIF) Plan Boundary



Source: City of Lincoln City GIS

V. URBAN RENEWAL PROJECT CATEGORIES

In relationship to the goals described in the previous section, the projects within the Area fall into the following categories:

- A. Transportation***
- B. Economic Development/Land Acquisition***
- C. Emergency Preparedness, Resiliency and Mitigation***
- D. Parks, Trails, Open Spaces***
- E. Public Works/Utilities***
- F. Community Connections/Appearance***
- G. Administration***

VI. URBAN RENEWAL PROJECTS

Urban renewal projects authorized by the Plan are described below. No project currently includes a public building. If any project considered in the future proposes a public building, the public building criteria in ORS 457.010 and ORS 457.035 to 457.320 will need to be addressed at the time the project is considered. If a public building is proposed, and concurrence is provided by the taxing districts as described in ORS 457.089, then the project and the statutory requirements must be identified and added to the Plan through a Minor Amendment, as described in Section VII.

A. Transportation

- Roads. Improve road connections for increased transportation route choice and to help alleviate traffic on Highway 101, to include:
 - New road connection between SE Lee Avenue and SE 23rd Drive
 - New road connection between SE 23rd Drive and SE 32nd Street / Fleet Avenue intersection
 - New road connection between SE 14th Street and SE 19th Street via an extension of Mast Avenue to connect with Oar Avenue
 - Other new road connections where feasible
- Pedestrian Safety. Improvements including but not limited to:
 - Pedestrian striping
 - Infill of sidewalk gaps
 - Construct new facilities to correct sidewalk/pathway deficiencies

- Public Parking. Improve existing and build new public parking on and off-street, including other associated facilities such as public restrooms, pedestrian amenities, showers/foot wash, surf racks, and Electric Vehicle (EV) charging stations.
 - Improvements to SW 32nd Street Parking Lot
 - Other locations as needed and where feasible
- Intersection Improvements. Improve intersections to include pedestrian crossings, realignments and/or re-design, roundabout, all-way stop control or traffic signals as feasible.
 - SE 23rd Drive and Highway 101 intersection improvements
 - SW Bard Road / SE 19th Street and Highway 101 intersection improvements
 - Other intersection improvements within the Area
- Traffic Signals. Modify existing traffic signals and install new traffic signals to improve pedestrian safety. Implement coordinated signal timing plans, upgrade traffic signal controllers, and install communication and other improvements as needed, and as designated by Public Works.
- Street Improvements. Local streets and Highway 101 improvements which may include but are not limited to curbs, gutters and sidewalks/pathways, sidewalk gaps, and installation of pedestrian amenities, lighting, and traffic calming measures where appropriate.
 - SE 23rd Drive street improvements, including but not limited to construction of new street, re-alignment with existing rights-of-way, intersection realignment and/or re-design, roundabout, or all-way stop control.
 - Bard Road street Improvements to include sidewalks/pathways, paving, stormwater management.
 - Other street improvements as needed.
- Public Transportation. Capital Improvement Projects to support, enhance, and expand public transportation. Projects may include improved access of public recreation areas; incorporate regional transit service and other transit amenities; link into greater transit system and improve timing for connecting routes; create Park & Ride opportunities in the Area which could support multiple programs such as solar projects and EV charging stations. Add new or relocate transit stops for improved usability, improve connections between facilities and pedestrian infrastructure.

B. Economic Development/Land Acquisition

Economic development opportunities for public private partnership within commercial, residential, and mixed-use areas; could include but are not limited to Economic Development Toolbox of incentives for workforce housing, childcare, land acquisition, construction of visitor and educational facilities, business preservation and expansion to increase non-tourism, living-wage jobs.

C. Emergency Preparedness, Resiliency and Mitigation

Emergency preparedness and assessment for resiliency, and mitigation capital projects related but not limited to undergrounding pole mounted utilities, water resources, erosion protection, seismic retrofit, stormwater drainage, caches, tsunami evacuation, communication infrastructure, alternate transportation routes, and other projects as identified in Emergency Preparedness planning.

D. Parks, Trails, Open Spaces

- **Parks.** Provide additional parks including but not limited to trailheads, parking, picnic shelters, trash cans, benches, restrooms, and associated capital improvements to support City programming objectives. Park locations and quantity may change based on development patterns, and could include new parks:
 - New park in the vicinity of SE Lee Avenue and SE 27th Street
 - New park south of SE 23rd Drive near the planned employment area
 - New park near Agnes Creek Open Space
- **Beach Access.** Improvements to include ADA, walkway, and parking upgrades. Features could include facilities such as public restrooms, pedestrian amenities, showers/foot wash, surf racks, and EV charging stations. Increase connectivity to sidewalks, trails, parks, ocean beaches, and natural areas.
 - Beach Access at SW 33rd Street
 - Beach Access at SW 35th Street
 - Beach Access at other locations within the Area, as feasible
- **Trails.** Complete segments of the Head to Bay Trail within the Area, to provide a multi-modal (non-vehicular) interconnected system from Villages at Cascade Head to the Siletz Bay that allows travel from one end of the city to the other without using Highway 101 wherever possible; could include connections to Oregon Coast Trail system and greater trail connections.
- **Open Spaces.** Improve access to trails, trail heads and parking for recreation to include wayfinding map and interpretive signage, gateway features, open space forest management, nature play elements, public art and associated capital improvements to support City programming objectives.

- Spyglass Open Space and other improvements as feasible

E. Public Works/Utilities

- Prepare a properly engineered comprehensive storm drainage systems master plan; within the funding limitations of the Agency, construct needed improvements to adequately drain the Area to eliminate flooding during periods of storm activity; Clean out, improve and protect the natural drainage courses so that they may function properly in coordination with the built drainage systems; Control earth moving, grading and development of lands which affect the natural and built systems so as to protect the integrity of the drainage system.
- Provide Baldy Creek improvements to address flooding, erosion, invasive species, water quality, wildlife habitat, and overall condition of the Baldy Creek Watershed to restore the floodplain and creek health as feasible. Provide improved public access at City-owned parcels adjacent to Baldy Creek in the Nelscott Business Strip and other practical locations in the Area.
- Public utility improvements to include power, electric, gas, cable and communications within Area. Undergrounding existing pole-mounted utility systems to improve reliability for emergency preparedness, severe weather events, or greater safety in tsunami evacuations zones.
- Improved infrastructure for water and sewer systems in the Area, including:
 - Long-range water security and conservation
 - Construct a 5 million gallon water reservoir to increase the City's water storage capacity and improve fire flows
 - Upgrades and extensions of existing lines and pump stations
 - Increase capacity and re-build the wetwell for the Nelscott Sanitary Sewer Pump Station
 - Other water and sewer projects as feasible.

F. Community Connections/Appearance

- Install wayfinding signage to assist pedestrians and bicyclist in choosing comfortable routes and to help visitors navigate through the city; may include but is not limited to acquiring property and constructing cohesive, branded signage for all transportation modes.
- Underground existing pole mounted utilities in areas of maximum visual impact to improve view corridor and increase square footage available for other improvements such as pedestrian improvement/pathway or redevelopment.

G. Administration

Provide funds to retain the services of City personnel or other independent professionals or organizations for activities such as:

- Community Visioning
- Auditing, annual reports, insurance, bond counsel, and other required administrative costs
- Preparation of financial plans and/or financial analyses of projects and proposals
- Personnel, materials, and other associated administrative costs
- Professional consulting services to refine urban design concepts
- Environmental analyses
- Assisting in the preparation of the annual financial report required by this Plan and ORS 457
- Any other powers granted by ORS 457 in connection with the implementation of this Plan

VII. AMENDMENTS TO PLAN

The Plan may be amended as described in this section.

A. Substantial Amendments

Substantial Amendments, in accordance with ORS 457.085(2)(i), shall require the same notice, hearing, and approval procedure required of the original Plan under ORS 457.095, including public involvement, consultation with taxing districts, presentation to the Agency, the Planning Commission, and adoption by the City Council by non-emergency ordinance after a hearing. Notice of such hearing shall be provided to individuals or households within the City of Lincoln City, as required by ORS 457.120.

Substantial Amendments shall be processed in accordance with ORS 457.095 and 457.115.

Substantial Amendments¹ are amendments that:

1. Add land to the urban renewal area, except for an addition of land that totals not more than 1% of the existing area of the urban renewal area; or
2. Increase the maximum amount of indebtedness that can be issued or incurred under the Plan.

B. Minor Amendments

Minor Amendments are amendments that are not Substantial Amendments as defined in this Plan and in ORS 457. Minor Amendments require approval by the Agency by resolution.

C. Amendments to the Lincoln City Comprehensive Plan and/or Lincoln City Municipal Code

Amendments to the Lincoln City Comprehensive Plan and/or Lincoln City Municipal Code, Title 17 Zoning that affect the Plan and/or the Area shall be incorporated automatically within the Plan without any separate action required by the Agency or City Council.

¹ Unless otherwise permitted by state law, no land equal to more than 20 percent of the total land area of the original Plan shall be added to the urban renewal area by amendments, and the aggregate amount of all amendments increasing the maximum indebtedness may not exceed 20 percent of the Plan's initial maximum indebtedness, as adjusted, as provided by law, with increases beyond that amount requiring concurrence as stated in ORS 457. .

VIII. PROPERTY ACQUISITION AND DISPOSITION

The Plan authorizes the acquisition and disposition of property as described in this section. Property includes any and all interests in property, including fee simple ownership, lease, easements, licenses, or other rights to use. If property is acquired it will be identified in the Plan through a Minor Amendment, as described in Section VII. Identification of property to be acquired and its anticipated disposition is required by ORS 457.085(2)(g).

A. Property acquisition for public improvements

The Agency may acquire property within the Area for the public improvement projects undertaken pursuant to the Plan by all legal means, including use of eminent domain. Good faith negotiations for such acquisitions must occur prior to institution of eminent domain procedures.

B. Property acquisition from willing sellers

The Plan authorizes Agency acquisition of any interest in property within the Area that the Agency finds is necessary for private redevelopment, but only in those cases where the property owner wishes to convey such interest to the Agency. The Plan does not authorize the Agency to use the power of eminent domain to acquire property from a private party to transfer property to another private party for private redevelopment. Property acquisition from willing sellers may be required to support development of projects within the Area.

C. Land disposition

The Agency will dispose of property acquired for a public improvement project by conveyance to the appropriate public agency responsible for the construction and/or maintenance of the public improvement. The Agency may retain such property during the construction of the public improvement.

The Agency may dispose of property acquired under Subsection B of this Section VIII by conveying any interest in property acquired. Property shall be conveyed at its fair reuse value. Fair reuse value is the value, whether expressed in terms of rental or capital price, at which the Urban Renewal Agency, in its discretion, determines such land should be made available in order that it may be developed, redeveloped, cleared, conserved, or rehabilitated for the purposes specified in the Plan. Because fair reuse value reflects limitations on the use of the property to those purposes specified in the Plan, the value may be lower than the property's fair market value.

Where land is sold or leased, the purchaser or lessee must agree to use the land for the purposes designated in the Plan and to begin and complete the building of its improvements within a period of time that the Agency determines is reasonable.

IX. RELOCATION METHODS

If the Agency acquires occupied property under the Plan, residential or commercial occupants of such property shall be offered relocation assistance, as required under applicable state law. Prior to such acquisition, the Agency shall adopt rules and regulations, as necessary, for the administration of relocation assistance. No specific acquisitions that would result in relocation benefits have been identified in the Plan.

X. TAX INCREMENT FINANCING OF PLAN

Tax increment financing consists of using annual tax increment revenues to make payments on debt, usually in the form of bank loans or revenue bonds. The proceeds of the bonds are used to finance the urban renewal projects authorized in the Plan. Bonds may be either long-term or short-term.

Tax increment revenues equal most of the annual property taxes imposed on the cumulative *increase* in assessed value within an urban renewal area over the total assessed value at the time an urban renewal plan is adopted. (Under current law, the property taxes for general obligation (GO) bonds and local option levies approved after October 6, 2001 are not part of the tax increment revenues.)

A. General description of the proposed financing methods

The Plan will be financed using a combination of revenue sources. These include:

- Tax increment revenues;
- Advances, loans, grants, and any other form of financial assistance from federal, state, or local governments, or other public bodies;
- Loans, grants, dedications, or other contributions from private developers and property owners, including, but not limited to, assessment districts; and
- Any other public or private source.

Revenues obtained by the Agency will be used to pay or repay the costs, expenses, advancements, and indebtedness incurred in (1) planning or undertaking project activities, or (2) otherwise exercising any of the powers granted by ORS Chapter 457 in connection with the implementation of this Plan.

B. Tax increment financing

The Plan may be financed, in whole or in part, by tax increment revenues allocated to the Agency, as provided in ORS Chapter 457. The ad valorem taxes, if any, levied by a taxing district in which all or a portion of the Area is located, shall be divided as provided in Section 1c, Article IX of the Oregon Constitution, and ORS 457.440. Amounts collected pursuant to ORS 457.440 shall be deposited into the unsegregated tax collections account and distributed to the Agency based upon the distribution schedule established under ORS 311.390.

C. Prior Indebtedness

Any indebtedness permitted by law and incurred by the Agency or the City of Lincoln City in connection with the preparation of this Plan or prior planning efforts related to this Plan may be repaid from tax increment revenues from the Area when and if such funds are available.

XI. VALIDITY

Should a court of competent jurisdiction find any work, clause, sentence, section or part of this Plan to be invalid, the remaining words, clauses, sentences, sections or parts shall be unaffected by such findings and shall remain in full force and effect for the duration of this Plan.

XII. ANNUAL REPORT

The Agency shall file an Annual Report in compliance with ORS 457.460.

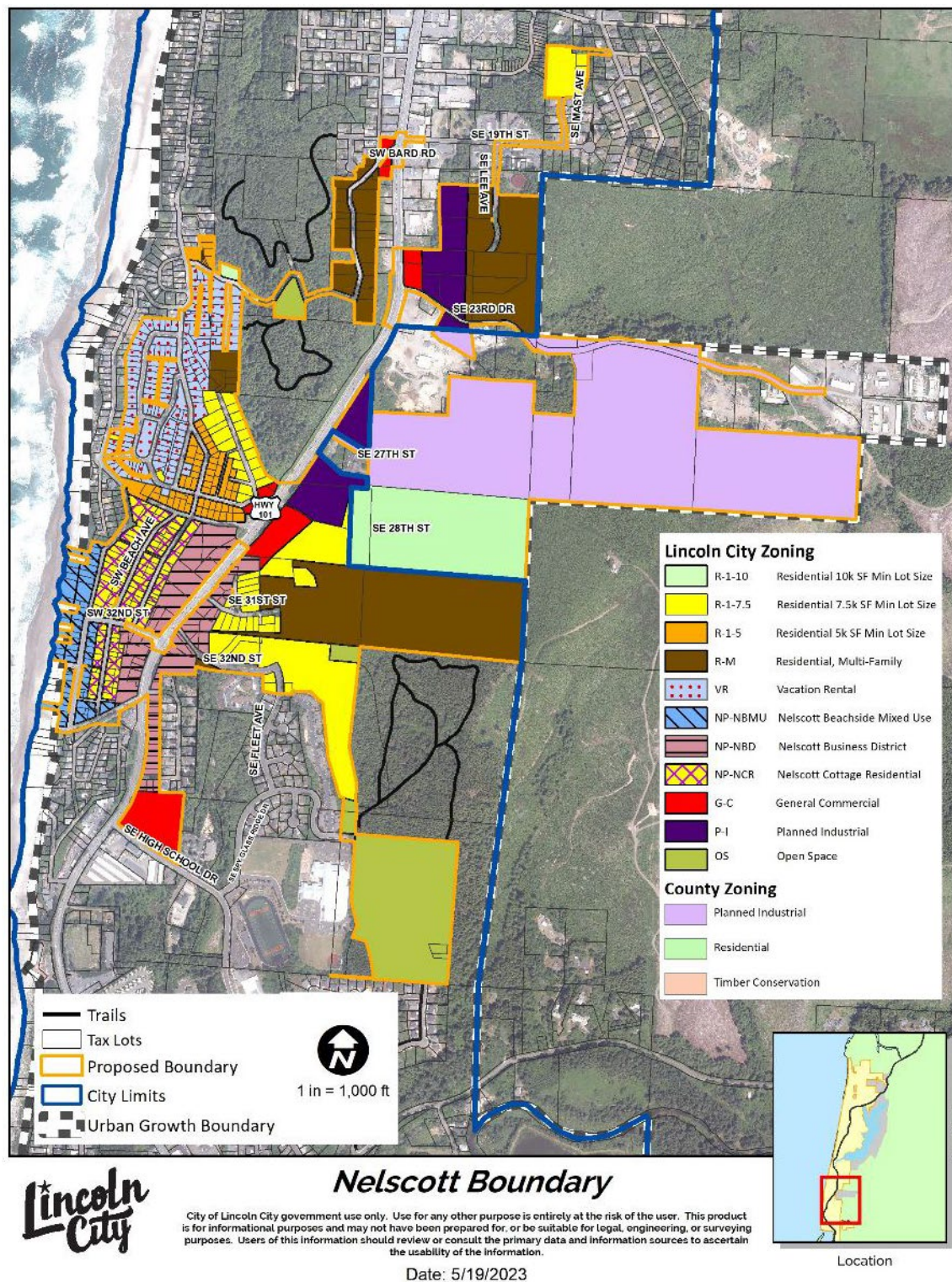
XIII. RELATIONSHIP TO LOCAL OBJECTIVES

ORS 457.085 requires that the Plan conform to local objectives. This section provides that analysis. Relevant local planning and development objectives are contained within the *City of Lincoln City Comprehensive Plan*, *City of Lincoln City Economic Opportunities Analysis and Housing Needs Analysis*, the *Nelscott Gap Neighborhood Plan*, the *2016 Parks & Recreation System Plan*, and the *Lincoln City Municipal Code, Title 17 Zoning and the Lincoln County Comprehensive Plan*. The following section describes the purpose and intent of these plans, the main applicable goals and policies within each plan, and an explanation of how the Plan conforms to the applicable goals and policies.

The numbering of the goals and policies within this section reflects the numbering that occurs in the original document. The language from the original document is in *italics*. Comprehensive Plan designations for all land in the Area are shown in Figure 2, Nelscott Urban Renewal (Tax Increment Finance) Plan Comprehensive Plan Designations.

All proposed land uses will conform to Figure 2. Maximum densities and building requirements for all land in the Area are contained in the Lincoln City Municipal Code described in Subsection H of this Section XIII. The comprehensive plan and zoning designations are shown in Figure 2. In Lincoln City, these are the same designations. Some of the properties are outside the Lincoln City city limits. The county zoning designations are shown for those properties.

Figure 2. Comprehensive Plan and Zoning Designations



Source: City of Lincoln City GIS

A. Lincoln City Comprehensive Plan

The analysis of how the Plan conforms to the *Lincoln City Comprehensive Plan* (Comprehensive Plan) covers the most relevant sections, but may not cover every section, of the Comprehensive Plan that relates to the Plan.

As the Comprehensive Plan is updated in the future, this document will automatically incorporate those updates without the Plan having to be formally amended. If a substantial amendment is completed in the future, this section of the Plan should be updated at that point.

Below are applicable Comprehensive Plan policies and statements of the Plan's conformance to Comprehensive Plan policies.

Citizens Involvement Goal

Develop a Citizen Involvement Program (CIP) which ensures the continued participation of citizens in the land use planning process.

Finding: The Plan conforms to the Citizens Involvement Goal as there has been citizen involvement in the preparation of the Plan. The City created a project Advisory Committee (AC) for the preparation and review of the Plan. In addition to the AC, the City met with representatives of the taxing districts to review the Plan. There were two public Community Open House Events to present information about the Plan and to provide opportunity for input., sent an e-mail to the general contact list, provided an on-line survey, and sent out public notices and Chamber of Commerce Friday Flyers. A full list of outreach is shown in Table 1. In addition, the Agency will complete a future Community Vision for the Area to establish project priorities.

Public Services and Utilities Goal

To plan and develop a timely, orderly, and efficient arrangement of public facility and services which complement the area and serve as a framework for urban and rural development.

Overall Public Facility Policies

3. *Lincoln City shall work with utility companies to develop and directly implement programs for placing all utilities underground. This program may be accomplished in conjunction with scheduled street repairs.*

Individual Public Facilities Policies

II. Drainage Policies:

1. *Adequate storm drainage facilities, including culverts, catch basins, natural or surface channel systems (approved by the city engineer) shall be a part of all subdivision design, planned development, City- or locally-initiated street construction or improvement, or other development and shall conform to the City's Master Drainage Plan.*

III. Parks and Recreation Policies

1. *The City shall provide recreational facilities and activities for all citizens of the city.*
3. *The City shall provide areas for high intensity recreation such as ball parks, swimming pools, tennis courts, neighborhood and community play fields.*

7. *The City's recreation committee shall encourage a bikeway plan within the city and shall cooperate with the Oregon Department of Transportation in establishment of the Oregon Coast Bikeway through Lincoln City.*
8. *The City shall work with the State Parks Department to improve the use of existing State Parks within the city.*

Finding: The Plan conforms to the Public Services and Utilities Goal as there are projects for undergrounding utilities, improving the storm drainage, and for providing new recreational facilities, bikeways and connections in the Area.

Housing Goal

To provide for the housing needs of all citizens.

Housing Policies

1. *The City shall encourage a wide range of housing types.*
3. *The City shall encourage multi-family buildings subject to design and landscape control.*
4. *The City shall work to stabilize and protect existing residential areas from deterioration and incompatible development.*

Finding: The Plan conforms to the Housing Goal as there are projects that will improve the transportation system including pedestrian and bicycle systems, improve recreational opportunities, and help encourage new residential, commercial and industrial development in the Area.

Economy Goal

To support the tourism industry and achieve a degree of diversity in the community which will allow a balanced economy that will, in turn, support an adequate level of services for all members of the area.

Economic Development Policies

4. *Lincoln City shall explore incentives for economic development in order to expand and increase the productivity of commerce and industry.*

Finding: The Plan conforms to the Economy Goal as there is a specific project category to help incentivize economic development in the Area. In addition, there are projects that will improve the transportation system including pedestrian and bicycle systems, improve recreational opportunities, help incentivize development and encourage new residential, commercial and industrial development in the Area.

Aesthetic Goal

To develop a livable and pleasing city which enhances people's activities while protecting the exceptional aesthetic quality of the area.

Aesthetic Policies

4. *The City shall establish a special study group to review the feasibility of placing utilities underground.*

Finding: The Plan conforms to the Aesthetic Goal as there is a project for undergrounding overhead utilities in the Area.

Transportation Goal

To provide a safe, convenient and rapid transportation network to facilitate the movement of goods and people.

Transportation Policies

Roadway Development

2. *Identify and develop bicycle routes through and around town that are safe, attractive and user-friendly.*
4. *Develop improved east west street connections with neighborhood needs and the direction of commercial in mind.*

Pedestrian Facilities

1. *Develop a plan for improved pedestrian crossings of 101 including signal treatments, with some crosswalk relocation and development.*
3. *Develop an off street pedestrian trail system perhaps integrated with a bike trail system to supplement on street facilities*

Bicycle Facilities

1. *Identify and develop a system of off Highway 101 bicycle routes through and around town that are safe, attractive and user friendly.*

Off Street Parking Development

1. *Refine the public off street parking development plan along Hwy 101 through the City.*
2. *Develop improved beach access parking facilities in the City.*

Transportation Financing

1. *Identify financial strategies and resources that will allow long term financing of transportation improvements in the City.*

Finding: The Plan conforms to the Transportation Goal as there are projects to improve the transportation system for all users in the Area. There is also a project for community wayfinding to help facilitate pedestrians and bicyclists to use these systems.

Energy Goal

To conserve energy.

Energy Policies

5. *The City shall encourage the use of cluster development in multi-family and planned development in order to lower energy expense in site and building development.*
8. *The City shall locate high density development within walking distance of services and shopping areas.*

Finding: The Plan conforms to the Energy Goal as there are projects in the Plan that improve the transportation system, parks system and provide incentives for housing development and economic development that will help support new development in the Area.

Overall Environmental Goal

To achieve a balance between the need to provide housing and services and the need to protect and enhance the natural environments of the City.

Finding: The Plan conforms to the Overall Environmental Goal as the projects that improve the transportation system, parks system and provide incentives for economic development will aid in balancing the need for new development and protecting the natural environments of the City.

B. Lincoln City Economic Opportunities Analysis and Housing Needs Analysis²

Economic Development Objectives

- *Encourage local businesses that provide family-wage jobs to locate in Lincoln City.*
- *Support the growth of existing businesses and entrepreneurs.*
- *Foster Lincoln City's recreation and tourism based economy, particularly during off-peak times (e.g. pursue a regional sports complex).*
- *Support the success of businesses that provide for the day-to-day needs of Lincoln City residents, including but not limited to the growing population of retirees.*
- *Encourage development of a local workforce with the skills that Lincoln City businesses need.*
- *Encourage the development of housing affordable to Lincoln City's workforce.*
- *Develop telecommunications and other infrastructure necessary to support home-based businesses and workers.*
- *Improve the transportation system to support economic development. Explore the use of Devils Lake for transportation purposes.*
- *Coordinate economic development efforts with local and regional partners.*

Housing Objectives

Encourage the development of affordable and workforce housing:

- *Investigate ways to reduce fees on new construction of affordable and workforce housing, while ensuring new infrastructure is not underfunded.*
- *Facilitate development of affordable housing on city-owned properties.*

² City of Lincoln City Economic Opportunities Analysis and Housing Needs Analysis, Cogan Owens Greene, FCS Group, Fregonese Associates, April 2017.

- *Periodically review the development code's regulations and zoning map to ensure they encourage a variety of housing types, such as accessory dwelling units, tiny houses, big houses and senior housing.*
- *Involve employers in efforts to provide and support workforce housing.*
- *Enact strategies to ensure that sufficient appropriately zoned land is available within the city and outside the tsunami inundation zone, such as increasing densities and annexing new lands.*
- *Design attractive neighborhoods that offer housing within walking distance to schools, jobs, shopping, and services.*
- *Streamline the permitting process for affordable and workforce housing.*

Finding: The Plan conforms to the *Lincoln City Economic Opportunities Analysis and Housing Needs Analysis* as there is a specific Economic Development program to encourage and incentivize development in the Area. There are projects to improve the transportation system for all users and to improve the park system in the Area. These activities will also be key in providing Affordable Housing in the city.

C. Imagine Lincoln City Community Vision, December 10, 2018

Lincoln City is the premier coastal community where the ocean, beach, rivers, lake, and forest come together to provide the Oregon coast's most extraordinarily beautiful and unexpected setting for work and recreation. Lincoln City is welcoming and inclusive, where people care for one another and their community. Through careful planning and collaboration, we have a pleasant, safe, healthy, and prosperous town where everyone enjoys a high quality of life.

GOAL STATEMENTS:

Lincoln City is a welcoming and attractive place to visit and call home. Residents take pride in their community and its unique sense of place. We have "pearl" districts, distinct neighborhoods, where people from all walks of life come to gather and connect. We preserve our neighborly beach vibe and are connected physically through our improved neighborhood gathering spaces, connected and improved pathways, and displays of public art. We are socially connected through our expanded community events, through knowing our neighbors, and through our commitment to engaging the whole community.

Lincoln City provides high-quality, reliable public infrastructure and services that residents and visitors easily access and navigate. City government is transparent, collaborative, and efficient. Lincoln City is a vibrant, regional destination for outdoor and indoor recreation opportunities, arts, culture, cuisine, and entertainment. Easy access enables residents and visitors of all ages to attend year-round community events and activities. We provide targeted activities and gathering spaces for youth, adults, and seniors. We offer some of the region's best outdoor recreation opportunities including hiking trails, beaches, and water sports.

Lincoln City supports a comprehensive education system offering improved K-12 schools, advanced career and workforce development programs, outdoor educational opportunities, and improved higher education opportunities on the coast. Our schools encourage and facilitate family involvement and provide a supportive learning environment for all children.

In Lincoln City, people understand the value of a diverse and thriving economic base. While tourism supports a large part of our economy, our community works together to attract and retain jobs from other types of employers. Our infrastructure systems are well maintained to support and accommodate the city's growth. Lincoln City supports small business and provides services and support for new business start-ups.

Community partnerships and progressive planning ensure Lincoln City residents have affordable housing. Lincoln City is a community that cares about those in need and works together to provide housing options for all income levels and ages, especially for our most vulnerable populations.

Lincoln City is a place that celebrates the arts. Access to a diverse spectrum of artists, arts, and cultural experiences enriches the community. We foster a community that supports local artists and recognizes, honors, and celebrates community history and culture.

Lincoln City has an integrated transportation system with improved connectivity for all modes of transportation. Residents and visitors safely and easily navigate their way around Lincoln City using any mode of transportation. As a regional tourist destination, we work together to maintain community mobility in peak traffic seasons.

Lincoln City is a responsible steward of our ocean, beaches, lake, open space, and other natural resources. Our community fosters a healthy environment to create a sustainable and resilient city for future generations to enjoy.

Lincoln City is safe and healthy for all. Everyone has a place to stay, access to healthcare, safe pedestrian networks, and freedom from crime and drug and alcohol abuse. The community and individuals are prepared to handle and recover from natural hazards.

Finding: The Plan conforms to the Imagine Lincoln City Community Vision, as there are projects in the Plan that improve the transportation system make it more multi-use and more reliable. The parks system will be expanded with improved access points to the beach and improvements to the open spaces. The Plan provides incentives for economic development and will support housing development in the Area. A key intent of the Plan is to help diversify the employment base within Lincoln City, utilizing the industrial lands for employment purposes.

D. Nelscott Neighborhood Gap Plan, August 28, 2017

In 2045, Nelscott is developing both east and west of the highway in a neighborhood that is well connected, economically vibrant and attractive. It is a welcoming tourist environment and a pleasant home for year-round residents. Development honors the natural assets of the area, and builds off them to create value for property owners and tenants. Residents enjoy opportunities for lifelong learning at the Oregon Coast Community College and Lincoln County public schools. Students are able to walk, bike and take transit or drive safely to the campuses.

Nelscott Neighborhood Plan Goals

Livability and Housing

Families and people of all ages are able to find attractive, affordable housing in Nelscott. Proximate to both the forest and the sea, Nelscott communities are walkable, interesting, well-planned and maintained.

Recreation and Health

Residents of the Nelscott area live within walking distance to parks, trails and recreations that enhance quality of life for all ages, and contribute to a healthy community lifestyle. Art, theater, community gardens and recreational programs provide a range of options for visitors and residents.

Heritage and Inclusion

Native American Siletz Tribal history is a valued part of the Nelscott community fabric. Residents from all backgrounds make Nelscott an inviting and vibrant community.

Economy

Employment opportunities in Nelscott represent a diversified economy and provide jobs for area residents. Nelscott residents enjoy a range of opportunities – from working from home to engaging in entrepreneurship and employment opportunities nearby. The tourism economy continues to sustain the local economic vitality, for which the natural environment is the prime asset.

Transportation Choice

Residents and visitors walk, bike, drive and ride transit through Nelscott, connected to Taft, Delake, and other Lincoln City districts. Safe transportation routes connect the neighborhoods

physically, economically, and socially. As walking is a distinct priority, all streets are safe, convenient and attractive as ways for residents and visitors to walk to their daily destinations. Parking options are appropriate and well designed.

Lifelong Learning

Mid-coast residents travel to Nelscott to take advantage of the educational opportunities at the Oregon Coast Community College (OCCC) campus. OCCC, elementary and high school students and activities are central to the Nelscott identity and community life.

Ecology and Natural Resources

Development optimizes property and community values by mitigating natural hazards, protecting streams, wetlands, view corridors and forest canopies, while providing connections to the Pacific Ocean visually and physically.

Finding: The Plan conforms to the Imagine Nelscott Gap Master Plan, as there are projects in the Plan that improve livability including improving the transportation system and providing transportation choices, and providing better access to parks system with expanded access points to the beach and open space. The Plan provides incentives for economic development and will support housing development in the Area. A key intent of the Plan is to help diversify the employment base within Lincoln City, utilizing the industrial lands for employment purposes.

E. Lincoln City Parks & Recreation Plan System Plan 2016

Vision & Goals

The city of Lincoln City and its community members will strive to create a park and recreation system that:

- *Is well-connected and accessible, featuring a geographically dispersed set of facilities and an interconnected, easily navigable system of trails, pathways and other opportunities to travel to facilities by walking, bicycling, driving and transit.*
- *Is inclusive and culturally sensitive, providing opportunities for people of all ages and backgrounds, including young people, families, older adults, and people with limited means.*
- *Celebrates and preserves nature and enhances the ecological integrity of Lincoln City's natural areas.*
- *Continues to provide access to Lincoln City's expansive beaches and waterways.*
- *Is enticing and safe and provides a diverse range of indoor and outdoor recreational activities, including opportunities for education, active recreation, and enjoyment of nature.*
- *Responds to current and future needs and includes existing, new and enhanced facilities that are modern, inviting, well-maintained, designed and operated sustainably, and include adequate parking and other amenities and attractions for both residents and visitors.*
- *Supports and grows our economic base of tourism.*
- *Is ambitious, but realistic, and can be implemented by the city, in partnership with other community members and organizations.*

Finding: Plan conforms to the Lincoln City Parks & Recreation Plan as there are projects in the Plan that improve the parks system and provide improved access to open space in the Area. The improved parks and access with support and grow the economic base of tourism. The design of these improvements will be reviewed by the city to make sure they conform with the Lincoln City Parks & Recreation Plan.

F. Lincoln City Walking and Biking Plan 2012

The Lincoln City Walking and Biking Plan 2012 is both a guiding vision and a strategic action plan for improving walking and biking conditions within Lincoln City and its urban growth boundary.

The vision for the Lincoln City bicycle and pedestrian system is to provide a safe, convenient, and accessible network of routes that encourage bicycling and walking in Lincoln City and provide viable alternatives to motor vehicle use.

Finding: The Plan conforms to the Lincoln City Walking and Biking Plan as there are projects in the Plan that improve the transportation system and trails within the parks in the Area.

G. Lincoln City Draft ADA Transition Plan 2016

The highest priority beach access points in the Lincoln City Draft ADA Transition Plan 2016 within the Nelscott Area are as follows:

1. SW 33rd / 34th St. Beach Access
2. SW 35th St. Beach Access

Finding: The Plan conforms to the Lincoln City Draft ADA Transition Plan as there are projects to improve the transportation system for all users in the Area. This includes sidewalks and beach access within the Area.

H. Lincoln City Municipal Code

The land uses in the Area will conform to the zoning designations in the *Lincoln City Municipal Code, Title 17 Zoning*, including maximum densities and building requirements, and those provisions of the *Lincoln City Municipal Code*, are incorporated by reference herein. The following zoning districts are present in the Area:

Single Family Residential (R1)

Purpose: To promote and encourage a suitable environment for family living and to protect and stabilize the residential characteristics of the zone. The R-1 zone is intended to provide primarily for single-family dwellings.

Subset:

R-1-7-5 (Single family residential 7,500 square foot minimum lot size)

R 1-5 (Single family residential 5,000 square foot minimum lot size)

Multiple-Family Residential (R-M)

Purpose: This zoning district is designed to provide an environment suitable for higher density urban residential uses, and community services.

Vacation Rental (VR)

Nelscott Plan District

17.34.010 Purpose.

The Nelscott plan district (NPD) is established to provide for the integration of residential, commercial, and recreational uses in a well-planned, pedestrian-oriented, mixed use environment. The purpose of the district is to provide maximum flexibility in land use while protecting the unique character of Nelscott.

Nelscott Business District (NBD) *The intent of this zoning subdistrict is to encourage and enhance the traditional character of the Nelscott commercial core along Highway 101 and to concentrate the businesses in a pedestrian-friendly manner. The emphasis in this subdistrict is on providing retail, commercial, and personal services for the neighboring residents and visitors.*

Nelscott Cottage Residential (NCR) *The intent of this zoning subdistrict is to encourage and enhance the traditional character of the Nelscott residential areas located west of Highway 101. The emphasis in this subdistrict is on preserving and protecting the traditional cottage heritage in a family-friendly, pedestrian-oriented environment.*

Nelscott Beachside Mixed Use (NBMU) *The intent of this zoning subdistrict is to provide for a variety of small-scale beach-oriented commercial and residential uses in a family-friendly environment.*

General Commercial (GC)

Purpose: The general commercial zone (GC) is provided to accommodate a wide range of retail commercial uses including those which attract shoppers from a community or

larger market area, as well as convenience service/retail uses and single-family residential dwelling units. Retail commercial uses are those that sell services and/or products to the ultimate consumer. Also permitted as conditional uses are low intensity fabrication uses and other limited service facilities as listed.

Planned Industrial (PI)

Purpose: The planned industrial (PI) zone is provided to accommodate light industrial manufacturing, wholesale and warehousing commercial uses.

Open Space (OS)

Purpose: The primary purposes of the open space zone are to preserve open space for future generations, maintain water quality in lakes and streams, provide educational opportunities, protect significant and sensitive natural resource areas and enhance the city's scenic beauty. The open space zone is intended to ensure that designated lands remain in their natural state, including reclaimed areas, by protecting such areas from development and preserving open space. The secondary purpose includes uses such as passive recreational activities such as nature walks and educational activities.

Areas designated within the open space zone include lands having valuable wildlife habitat, exceptional aesthetic or flood control value, wetlands, riparian areas and areas with significant environmental constraints. Protecting sensitive natural areas is important for maintaining water quality and aquatic habitat, preserving wildlife habitat and sensitive plant communities, and providing flood control.

As the *Lincoln City Municipal Code Title 17 Zoning* is updated, this document will be updated by reference. If a substantial amendment to this Plan is completed in the future, this section will be updated to match the current zoning designations.

Lincoln County Zoning

Planned Industrial Zone I-P

(1) Uses Permitted Outright:

The following uses and their accessory uses are permitted subject to the applicable provisions of LCC 1.1401 to 1.1499, 1.1501 to 1.1599, and 1.1901 to 1.1999:

- (a) Farm use.
- (b) Forestry, including the management, production, and harvesting of forest products and of related natural resources in forest areas and including rock extraction and processing for use in forest access roads.
- (c) Residence for caretaker or night watchman.
- (d) Beachfront protective structures.

Residential

1) Uses Permitted Outright:

The following uses and their accessory uses are permitted subject to the applicable provisions of LCC 1.1401 to 1.1499, 1.1501 to 1.1599 and 1.1901 to 1.1999:

- (a) A one-family dwelling unit excluding single wide mobile homes;*

- (b) Duplex on a corner lot each unit fronting on a separate street;*
- (c) A recreational vehicle or other approved temporary housing to be used for dwelling purposes during the construction of a single-family residential dwelling unit for which a building permit has been issued. The use shall not exceed a period of one year;*
- (d) Farm and forest use: Livestock and primary processing or forest products are prohibited;*
- (e) Beach front protective structures.*

Timber Conservation

The following uses and their accessory uses are permitted outright, subject to applicable siting criteria, other applicable provisions of this section, and applicable provisions of LCC 1.1401 to 1.1499, 1.1501 to 1.1599, and 1.1901 to 1.1999:

- (a) Forest operations or forest practices including, but not limited to, reforestation of forest land, road construction and maintenance, harvesting of a forest tree species, application of chemicals, and disposal of slash.*
- (b) Temporary on-site structures which are auxiliary to and used during the term of a particular forest operation.*
- (c) Physical alterations to the land auxiliary to forest practices, including but not limited to, those made for purposes of exploration, mining, commercial gravel extraction and processing, landfills, dams, reservoirs, road construction or recreational facilities.*
- (d) Uses to conserve soil, air and water quality and to provide for wildlife and fisheries resources.*
- (f) Local distribution lines, such as electric, telephone and natural gas, and accessory equipment, such as electric distribution transformers, poles, meter cabinets, terminal boxes, pedestals, or equipment which provides service hookups, including water service hookups.*
- (g) Temporary portable facility for the primary processing of forest products. The facility shall not be placed on a permanent foundation and shall be removed at the conclusion of the forest operation requiring its use.*
- (h) Temporary forest labor camps limited to the duration of the forest operation requiring the use.*
- (i) Exploration for, and production of, geothermal, gas, oil, and other associated hydrocarbons, including the placement and operation of compressors, separators and other customary production equipment for an individual well adjacent to the well head as defined in ORS chapters 517 and 520.*
- (j) Caretaker residences for public parks and fish hatcheries.*
- (k) Private hunting and fishing operations without any accommodations.*
- (l) Exploration for mineral and aggregate resources as defined in ORS chapter 517.*
- (m) Towers and fire stations for forest fire protection.*
- (n) Widening of roads within existing rights-of-way in conformance with the transportation element of acknowledged comprehensive plans, including public road and*

highway projects as described in ORS 215.213(1)(l) through (o) and ORS 215.283(1)(k) through (n).

(o) Water intake facilities, canals and distribution lines for farm irrigation and ponds.

(p) Uninhabitable structures accessory to fish and wildlife enhancement.

(q) Alteration, restoration or replacement of a lawfully established dwelling that:

(A) Has intact interior walls and roof structure;

(B) Has indoor plumbing consisting of a kitchen sink, toilet, and bathing facilities connected to a sanitary waste disposal system;

(C) Has interior wiring or interior lights;

(D) Has a heating system; and

(E) In the case of replacement, is removed, demolished or converted to a permitted nonresidential use within 90 days of completion of the replacement dwelling.

(e) Farm use as defined in ORS 215.203

Finding: The Plan conforms to the *Lincoln City Municipal Code Title 17 and Chapter 1 Land Use Planning of the Lincoln County Code* as projects, programs, and expenditures proposed in the Plan conform to the requirements in the code and support the types of uses allowed in the zoning districts present in the Area. All projects will undergo the established City of Lincoln City protocols and review as directed in the *Lincoln City Municipal Code Title 17*.

I. Lincoln County Comprehensive Plan

The following goals and policies of the Lincoln County Comprehensive Plan pertain to the anticipated actions under this Plan.

1.0020 Intergovernmental Coordination Policies

The County shall work with all local, state and federal agencies districts owning and managing property within Lincoln County to assure coordinated comprehensive planning:

(1) Pursuant to the federal consistency requirements of the Coastal Zone Management Act

(Section 307), all state and federal permits for activities affecting land use within Lincoln County

shall be reviewed by the County for compliance with the comprehensive plan before the permit is granted.

(2) The County shall maintain communication with local, state and federal agencies which

may include the exchange of maps, data and other appropriate information.

Finding: The County Administrator has been a part of the Advisory Committee that has reviewed the development of the Plan. The Lincoln County Commission has received

formal briefings on May 3, May 17, July 19 and July 26. The Plan conforms to the Intergovernmental Coordination Policies of the Lincoln County Comprehensive Plan.

1.0030 Urbanization Policies

(4) Developments within urban growth boundaries, but outside of city limits shall be allowed only when the property owner has agreed to accept and pay for (now or at some future date at the discretion of the service provider) service extension, installation, and hook up fees at levels equal to those required within the city. Public facilities (water, sewer and streets) design shall be approved by the city, special district or other private service provider prior to final approval.

(6) Within city urban growth boundaries, subdivisions and partitions shall be to the city's urban densities as set out in the city's plan designation for the affected property or be at interim densities of five acres or greater so long as lots do not interfere with efficient urbanization.

(7) Within urban growth boundaries and outside of city limits, the Lincoln County land use designations shall apply prior to annexations. After annexations, the city land use designations shall apply.

(8) Lincoln County shall comment on proposed annexations when cities have provided a description of the proposed area annexation to the County ten days prior to applicable public hearings.

(9) Lincoln County shall coordinate with cities and special districts on plans, public facility extensions and urban services delivery. Where necessary this will be done through intergovernmental agreement.

Finding: There are properties within the boundary of the Plan that are in unincorporated Lincoln County but within the urban growth boundary. The city will work with the county on the future development within this Area, as required by both the County Comprehensive Plan and the City Comprehensive Plan. The Plan conforms to the Urbanization Policies of the Lincoln County Comprehensive Plan.

1.0130 Economic Goals

(1) To establish an economic planning process in the county.

(2) To support and encourage the expansion of existing industrial and commercial activities in appropriate locations.

(3) To support and encourage the creation of new industrial and commercial activities in appropriate locations.

(4) To recognize the environmental and developmental constraints in expansion of industrial, commercial, and residential activities.

(5) To improve the average wage in the county.

(6) To improve the quality of employment opportunities in Lincoln County.

Finding: There are properties within the boundary of the Plan that are in unincorporated Lincoln County but within the urban growth boundary. These properties have the capacity to provide for economic activity for the Area. The planning process will be followed on any new development within the Area. The Plan conforms to the Economic Goals of the Lincoln County Comprehensive Plan.

1.0140 Transportation Goals

Transportation goals:

(1) To plan for a safe, convenient and economic transportation system.

- (2) *To provide an efficient and aesthetically pleasing system of public roads.*
- (3) *To develop a transportation system which enhances the County's economy.*
- (4) *To encourage energy conserving transportation modes.*
- (5) *To conserve energy in transportation.*

Finding: There are properties within the boundary of the Plan that are in unincorporated Lincoln County but within the urban growth boundary. There are transportation networks that are envisioned for the Area. The planning process will be followed on the development of any new transportation networks within the Area. The Plan conforms to the Transportation Goals of the Lincoln County Comprehensive Plan.

1.0160 Housing Goals

Housing goals:

- (1) *To assist in providing housing.*
- (2) *To provide opportunities for a variety of housing choices, including low and moderate income housing to meet the needs, desires, and financial capabilities of all Lincoln County residents.*
- (3) *To make housing more efficient.*

Finding: There are properties within the boundary of the Plan that are in unincorporated Lincoln County but within the urban growth boundary. There are opportunities for the development of Housing within the Area. The planning process will be followed on the development of any new housing within the Area. The Plan conforms to the Housing Goals of the Lincoln County Comprehensive Plan.

1.0170 Recreation Goals

Recreational goals:

- (1) *To provide for recreation facilities for both residents and visitors in Lincoln County.*
- (2) *To maintain the region as a tourist recreation area.*

Finding: There are properties within the boundary of the Plan that are in unincorporated Lincoln County but within the urban growth boundary. There are opportunities for the development of recreation opportunities within the Area. The planning process will be followed on the development of any new recreational opportunities within the Area. The Plan conforms to the Recreation Goals of the Lincoln County Comprehensive Plan.

1.0180 Public Facilities Goals

Public facilities goals:

- (3) *To achieve intergovernmental harmony and improved public service through closer cooperation with other units of government operating in the County.*
- (4) *To encourage the public, quasi-public and private county services and related facilities which maintain and insure the safety, health and welfare.*

Finding: There are properties within the boundary of the Plan that are in unincorporated Lincoln County but within the urban growth boundary. There are transportation networks that are envisioned for the Area. The planning process will be followed on the development of any new transportation networks within the Area. The Plan conforms to the Public Facilities Goals of the Lincoln County Comprehensive Plan.

XIV. LEGAL DESCRIPTION



AKS ENGINEERING & FORESTRY, LLC
12965 SW Herman Road, Suite 100, Tualatin, OR 97062
P: (503) 563-6151 | www.aks-eng.com

OFFICES IN: BEND, OR - KEIZER, OR - TUALATIN, OR - VANCOUVER, WA

EXHIBIT A

City of Lincoln City

Nelscott Urban Renewal Area



AKS ENGINEERING & FORESTRY, LLC
12965 SW Herman Road, Suite 100, Tualatin, OR 97062
P: (503) 563-6151 | www.aks-eng.com

AKS Job #7830-01

OFFICES IN: BEND, OR - KEIZER, OR - TUALATIN, OR - VANCOUVER, WA

EXHIBIT A

City of Lincoln City - Nelscott Urban Renewal Area Description

A tract of land and road rights-of-way, located in the Northeast, Northwest, Southwest, and Southeast One-Quarters of Section 22, in the Southwest and Northwest One-Quarters of Section 23, in the Northwest and Northeast One-Quarters of Section 27, Township 7 South, Range 11 West, Willamette Meridian, City of Lincoln City, Lincoln County, Oregon, and being more particularly described as follows:

Beginning at the northeast corner of Parcel 3 of Partition Plat No. 1991-60, Lincoln County Plat Records, also being on the east line of said Section 22 (Assessor's Map 07.11.22AD);

1. Thence along said east line, Southerly 1,132 feet, more or less, to the one-quarter corner common to said Sections 22 and 23 (Assessor's Map 07.11.23CB);
2. Thence along the north line of the Southwest One-Quarter of said Section 23, Easterly 542 feet, more or less, to the northerly right-of-way line of SE 23rd Drive (Assessor's Map 07.11.23CB);
3. Thence along said northerly right-of-way line, Easterly 395 feet, more or less, to the north line of said Southwest One-Quarter (Assessor's Map 07.11.23CB);
4. Thence along said north line, Easterly 395 feet, more or less, to the center west one-sixteenth corner of said Section 23 (Assessor's Map 07.11.23CA);
5. Thence along the east line of the Northwest One-Quarter of the Southwest One-Quarter of said Section 23, Southerly 90 feet, more or less, to said northerly right-of-way line (Assessor's Map 07.11.23CA);
6. Thence along said northerly right-of-way line, Easterly 1,062 feet, more or less, to the east right-of-way line of SE 23rd Drive (Assessor's Map 07.11.23CA);
7. Thence along said east right-of-way line, Southerly 51 feet, more or less, to the southerly right-of-way line of SE 23rd Drive (Assessor's Map 07.11.23CA);
8. Thence along said southerly right-of-way line, Westerly 1,061 feet, more or less, to said east line of the Northwest One-Quarter of the Southwest One-Quarter (Assessor's Map 07.11.23CA);
9. Thence along said east line, Southerly 519 feet, more or less, to the center north southwest one-sixty fourth corner of said Section 23 (Assessor's Map 07.11.23CA);
10. Thence along the north line of the south one-half of the Northeast One-Quarter of the Southwest One-Quarter of said Section 23, Easterly 1,325 feet, more or less, to the east line of the Southwest One-Quarter of said Section 23 (Assessor's Map 07.11.22CA);
11. Thence along the east line of the southwest one-quarter of said Section 23, Southerly 659 feet, more or less, to the center south one-sixteenth corner of said Section 23 (Assessor's Map 07.11.23CA);
12. Thence along the south line of the north one-half of the southwest one-quarter of said Section 23, Westerly 2,648 feet, more or less, to the east line of said Section 22 (Assessor's Map 07.11.22DD);

13. Thence along said east line, Southerly 1,324 feet, more or less, to the southeast corner of said Section 22 (Assessor's Map 07.11.22DD);
14. Thence along the south line of said Section 22, Westerly 1,552 feet, more or less, to the easterly line of Tract "A" of the plat "The Ridge Apartments", Plat Book 16, Page 9, Lincoln County Plat Records (Assessor's Map 07.11.27AB);
15. Thence along said easterly line, Southerly 679 feet, more or less, to the southeasterly corner of said Tract "A" (Assessor's Map 07.11.27AB);
16. Thence leaving said easterly line, Southerly 36 feet, more or less, to the easterly line of Book 144, Page 980, Lincoln County Deed Records (Assessor's Map 07.11.27A);
17. Thence along said easterly line and the easterly line of Instrument Number 2004-08772, Lincoln County Deed Records, Southerly 233 feet, more or less, to the northerly right-of-way line of SE Spy Glass Ridge Drive (Assessor's Map 07.11.27A);
18. Thence along the easterly extension of said northerly right-of-way line, Easterly 802 feet, more or less, to the northerly extension of the east line of Instrument Number 2006-09105, Lincoln County Deed Records (Assessor's Map 07.11.27A);
19. Thence along said northerly extension and the east line of said Deed and the southerly extension thereof, Southerly 1,156 feet, more or less, to the northerly line of the plat "Resort at Bayview P.U.D.", Plat Book 18, Page 20, Lincoln County Plat Records (Assessor's Map 07.11.27DA);
20. Thence along said northerly line, Westerly 953 feet, more or less, to the westerly line of Instrument Number 2003-17650, Lincoln County Deed Records (Assessor's Map 07.11.27A);
21. Thence along said westerly line, Northerly 1,564 feet, more or less, to the southerly right-of-way line of SE Spy Glass Ridge Drive (Assessor's Map 07.11.27A);
22. Thence along said southerly right-of-way line, Westerly 116 feet, more or less, to the southerly extension of the easterly line of Lot 1 of said plat "The Ridge Apartments" (Assessor's Map 07.11.27AB);
23. Thence along said southerly extension and the easterly line of said Lot 1, Northwesterly 1,437 feet, more or less, to the easterly line of Lot 1, Block 11 of the plat "Spyglass Ridge", Plat Book 13, Page 7, Lincoln County Plat Records (Assessor's Map 07.11.27AB);
24. Thence along said easterly line, Southerly 25 feet, more or less, to the northerly right-of-way line of SE Harbor Drive (Assessor's Map 07.11.27AB);
25. Thence along said northerly right-of-way line, Westerly 70 feet, more or less, to the easterly right-of-way line of SE Fleet Avenue (Assessor's Map 07.11.27AB);
26. Thence leaving said easterly right-of-way line, Westerly 60 feet, more or less, to the intersection of the westerly right-of-way line of SE Fleet Avenue and the southerly line of Lot 2, Block 9 of said plat "Spyglass Ridge" (Assessor's Map 07.11.27AB);
27. Thence along said southerly line, Westerly 107 feet, more or less, to the westerly line of said Block 9 (Assessor's Map 07.11.27AB);
28. Thence along said westerly line, Northerly 131 feet, more or less, to the southerly right-of-way line of SE 32nd Street (Assessor's Map 07.11.27AB);
29. Thence along said southerly right-of-way line, Westerly 550 feet, more or less, to the westerly line of said plat (Assessor's Map 07.11.27AB);

30. Thence along said westerly line, Southerly 66 feet, more or less, to the northerly line of the plat "Sea Crest Park Addition of Nelscott", Plat Book 8, Page 22, Lincoln County Plat Records (Assessor's Map 07.11.27BA);
31. Thence along said northerly line, Westerly 277 feet, more or less, to the easterly line of Lot 1, Block 3 of said plat (Assessor's Map 07.11.27BA);
32. Thence along said easterly line and the southerly extension thereof, Southerly 959 feet, more or less, to the northerly line of Partition Plat No. 2023-03, Lincoln County Plat Records (Assessor's Map 07.11.27BD);
33. Thence along said northerly line, Easterly 200 feet, more or less, to the easterly line of said plat (Assessor's Map 07.11.27BD);
34. Thence along said easterly line, Southerly 582 feet, more or less, to the northeasterly right-of-way line of SE High School Drive (Assessor's Map 07.11.27BD);
35. Thence along said northeasterly right-of-way line, Northwesterly 593 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.27BD);
36. Thence along said easterly right-of-way line, Northerly 1,105 feet, more or less, to the southerly right-of-way line of SE 35th Street (Assessor's Map 07.11.27BA);
37. Thence leaving said easterly right-of-way line, Southwesterly 110 feet, more or less, to the intersection of the westerly right-of-way line of US Highway 101 and the southeasterly right-of-way line of SW 35th Street (Assessor's Map 07.11.27BA);
38. Thence along said southeasterly right-of-way line, Southwesterly 791 feet, more or less, to the westerly right-of-way line of SW 35th Street (Assessor's Map 07.11.27BA);
39. Thence along said westerly right-of-way line, Northerly 40 feet, more or less, to the westerly line of Block I of the plat "Nelscott Beach", Plat Book 7, Page 10, Lincoln County Plat Records (Assessor's Map 07.11.27BA);
40. Thence along said westerly line, Northerly 126 feet, more or less, to the southerly line of Lot 3 of said Block I (Assessor's Map 07.11.27BA);
41. Thence along the westerly extension of said southerly line, Westerly 166 feet, more or less to the approximate 5.7 foot contour line per ODOT orthophoto (Assessor's Map 07.11.27BA);
42. Thence along said contour line, Northerly 51 feet, more or less, to the westerly extension of the northerly line of said Lot 3 (Assessor's Map 07.11.27BA);
43. Thence along said westerly extension, Easterly 172 feet, more or less, to the westerly line of said Block I (Assessor's Map 07.11.27BA);
44. Thence along said westerly line, Northerly 356 feet, more or less, to the southerly line of Lot 1, Block II of said plat (Assessor's Map 07.11.27BA);
45. Thence along the westerly extension of said southerly line, Westerly 124 feet, more or less, to said contour line (Assessor's Map 07.11.27BA);
46. Thence along said contour line, Northerly 159 feet, more or less, to the westerly extension of the southerly line of Lot 4 of said Block II (Assessor's Map 07.11.27BA);
47. Thence along said westerly extension, Easterly 147 feet, more or less, to the westerly line of said Block II (Assessor's Map 07.11.27BA);
48. Thence along said westerly line, Northerly 51 feet, more or less, to the northerly line of said Lot 4 (Assessor's Map 07.11.27BA);
49. Thence along the westerly extension of said northerly line, Westerly 119 feet, more or less, to said contour line (Assessor's Map 07.11.27BA);

50. Thence along said contour line, Northerly 52 feet, more or less, to the westerly extension of the southerly line of Lot 6 of said Block II (Assessor's Map 07.11.27BA);
51. Thence along said westerly extension, Easterly 130 feet, more or less, to the westerly line of said Block II (Assessor's Map 07.11.27BA);
52. Thence along said westerly line, Northerly 50 feet, more or less, to the northerly line of said Lot 6 (Assessor's Map 07.11.27BA);
53. Thence along the westerly extension of said northerly line, Westerly 134 feet, more or less, to said contour line (Assessor's Map 07.11.22CD);
54. Thence along said contour line, Northerly 109 feet, more or less, to the westerly extension of the southerly line of Lot 1, Block III of said plat (Assessor's Map 07.11.22CD);
55. Thence along said westerly extension, Easterly 147 feet, more or less, to the westerly line of said Block III (Assessor's Map 07.11.22CD);
56. Thence along said westerly line, Northerly 60 feet, more or less, to the northerly line of said Lot 1 (Assessor's Map 07.11.22CD);
57. Thence along the westerly extension of said northerly line, Westerly 195 feet, more or less, to said contour line (Assessor's Map 07.11.22CD);
58. Thence along said contour line, Northerly 376 feet, more or less, to the westerly extension of the southerly line of Lot 9 of said Block III (Assessor's Map 07.11.22CD);
59. Thence along said westerly extension, Easterly 179 feet, more or less, to said westerly line of Block III (Assessor's Map 07.11.22CD);
60. Thence along said westerly line, Northerly 51 feet, more or less, to the northerly line of said Lot 9 (Assessor's Map 07.11.22CD);
61. Thence along the westerly extension of said northerly line, Westerly 193 feet, more or less, to said contour line (Assessor's Map 07.11.22CD);
62. Thence along said contour line, Northerly 57 feet, more or less, to the westerly extension of the southerly line of Lot 2, Block IX of the plat "First Addition to Nelscott Beach", Plat Book 7, Page 28, Lincoln County Plat Records (Assessor's Map 07.11.22CD);
63. Thence along said westerly extension, Easterly 219 feet, more or less, to the westerly line of said Block IX (Assessor's Map 07.11.22CD);
64. Thence along said westerly line, Northerly 90 feet, more or less, to the northerly line of Book 235, Page 335, Lincoln County Deed Records (Assessor's Map 07.11.22CD);
65. Thence along said northerly line, Easterly 120 feet, more or less, to the westerly right-of-way line of SW Anchor Avenue (Assessor's Map 07.11.22CD);
66. Thence along said westerly right-of-way, Northerly 526 feet, more or less, to the southerly line of Lot 11, Block XI of said plat (Assessor's Map 07.11.22CD);
67. Thence leaving said westerly right-of-way line, Northeasterly 42 feet, more or less, to an angle point on the westerly line of Instrument Number 2014-10642, Lincoln County Deed Records, also being on the easterly right-of-way line of SW Anchor Avenue (Assessor's Map 07.11.22CD);
68. Thence along said easterly right-of-way line, Northwesterly 283 feet, more or less, to the northerly line of Lot 30 of the plat "Olivia Beach Phase 2", Plat Book 18, Page 1, Lincoln County Plat Records (Assessor's Map 07.11.22CA);
69. Thence along said northerly line, Easterly 116 feet, more or less, to the easterly line of said Lot 30 (Assessor's Map 07.11.22CA);

70. Thence along said easterly line, Southerly 32 feet, more or less, to the northeasterly line of Lot 29 of said plat (Assessor's Map 07.11.22CA);
71. Thence along said northeasterly line and the southeasterly extension thereof, Southeasterly 147 feet, more or less, to an angle point on the northerly line of Tract 'C' of said plat (Assessor's Map 07.11.22CA);
72. Thence along said northerly line, Easterly 125 feet, more or less, to an angle point on the northerly line of Lot 20 of said plat (Assessor's Map 07.11.22CA);
73. Thence along said northerly line, Easterly 43 feet, more or less, to the westerly right-of-way line of SW 28th Street (Assessor's Map 07.11.22CA);
74. Thence along said westerly right-of-way line, Northerly 20 feet, more or less, to the southerly line of Lot 21 of said plat (Assessor's Map 07.11.22CA);
75. Thence along said southerly line, Westerly 36 feet, more or less, to an angle point on said southerly line (Assessor's Map 07.11.22CA);
76. Thence continuing along said southerly line and the westerly extension thereof, Westerly 113 feet, more or less, to an angle point on the southerly line of Lot 24 of said plat (Assessor's Map 07.11.22CA);
77. Thence along said southerly line and the northwesterly extension thereof, Northwesterly 134 feet, more or less, to an angle point on the westerly line of Lot 26 of said plat (Assessor's Map 07.11.22CA);
78. Thence along said westerly line, Northerly 23 feet, more or less, to the northerly line of said Lot 26 (Assessor's Map 07.11.22CA);
79. Thence along said northerly line, Easterly 51 feet, more or less, to an angle point on said northerly line (Assessor's Map 07.11.22CA);
80. Thence continuing along said northerly line and the easterly extension thereof, Easterly 114 feet, more or less, to the westerly right-of-way line of SW Anemone Avenue (Assessor's Map 07.11.22CA);
81. Thence along said westerly right-of-way line, Northwesterly 146 feet, more or less, to the easterly line of Lot 37 of said plat (Assessor's Map 07.11.22CA);
82. Thence along said easterly line and the southerly extension thereof, Southerly 34 feet, more or less, to the southerly line of Lot 36 of said plat (Assessor's Map 07.11.22CA);
83. Thence along said southerly line, Westerly 90 feet, more or less, to the westerly line of said Lot 36 (Assessor's Map 07.11.22CA);
84. Thence along said westerly line, Northerly 35 feet, more or less, to an angle point on said westerly line (Assessor's Map 07.11.22CA);
85. Thence continuing along said westerly line and the northerly extension thereof, Northerly 142 feet, more or less, to an angle point on the westerly line of Lot 39 of said plat (Assessor's Map 07.11.22CA);
86. Thence along said westerly line, Northeasterly 29 feet, more or less, to the northerly line of said Lot 39 (Assessor's Map 07.11.22CA);
87. Thence along said northerly line, Easterly 74 feet, more or less, to the westerly right-of-way line of SW Anemone Avenue (Assessor's Map 07.11.22CA);
88. Thence along said westerly right-of-way line, Northerly 131 feet, more or less, to the easterly line of Lot 42 of said plat (Assessor's Map 07.11.22CA);
89. Thence along said easterly line and the southerly extension thereof, Southerly 108 feet, more or less, to the southerly line of Lot 40 of said plat (Assessor's Map 07.11.22CA);

90. Thence along said southerly line, Westerly 104 feet, more or less, to the easterly line of Lot 35 of said plat (Assessor's Map 07.11.22CA);
91. Thence along said easterly line and the southerly extension thereof, Southerly 153 feet, more or less, to an angle point on the easterly line of Lot 32 of said plat (Assessor's Map 07.11.22CA);
92. Thence along said easterly line, Southerly 40 feet, more or less, to the southerly line of Lot 31 of said plat (Assessor's Map 07.11.22CA);
93. Thence along said southerly line, Westerly 106 feet, more or less, to the easterly right-of-way line of SW Anchor Avenue, also being the westerly line of said plat (Assessor's Map 07.11.22CA);
94. Thence along said westerly line and the northerly extension thereof, Northerly 1,240 feet, more or less, to the northerly line of Lot 1 of the plat "Barnacle Subdivision", Plat Book 19, Page 11, Lincoln County Plat Records (Assessor's Map 07.11.22CA);
95. Thence along said northerly line and the easterly extension thereof, Easterly 282 feet, more or less, to the westerly right-of-way line of SW Coast Avenue (Assessor's Map 07.11.22CA);
96. Thence along said westerly right-of-way line, Northerly 77 feet, more or less, to the southerly right-of-way line of SW 24th Drive (Assessor's Map 07.11.22CA);
97. Thence leaving said southerly right-of-way line, Easterly 50 feet, more or less, to the northwesterly corner of Tract 'J' of the plat "Olivia Beach Phase 3", Plat Book 19, Page 18, Lincoln County Plat Records, also being on the easterly right-of-way line of SW Coast Avenue (Assessor's Map 07.11.22CA);
98. Thence along said easterly right-of-way line, Northerly 537 feet, more or less, to the southerly line of Partition Plat No. 2005-23, Lincoln County Plat Records (Assessor's Map 07.11.22BD);
99. Thence along said southerly line, Easterly 130 feet, more or less, to the westerly line of Parcel 3 of Partition Plat 2006-07, Lincoln County Plat Records (Assessor's Map 07.11.22BD);
100. Thence along said westerly line, Northerly 108 feet, more or less, to the northerly line of said Parcel 3 (Assessor's Map 07.11.22BD);
101. Thence along said northerly line, Easterly 126 feet, more or less, to the easterly line of said Parcel 3 (Assessor's Map 07.11.22BD);
102. Thence along said easterly line and the southerly extension thereof, Southerly 275 feet, more or less, to the northerly right-of-way line of SW Bard Road (Assessor's Map 07.11.22BD);
103. Thence along said northerly right-of-way line, Southeasterly 59 feet, more or less, to the westerly line of Instrument Number 2017-08713, Lincoln County Deed Records (Assessor's Map 07.11.22AC);
104. Thence along said westerly line, Northerly 99 feet, more or less, to the northerly line of said Deed (Assessor's Map 07.11.22AC);
105. Thence along said northerly line, Southeasterly 171 feet, more or less, to the easterly line of said Deed (Assessor's Map 07.11.22AC);
106. Thence along said easterly line, Southerly 102 feet, more or less, to the northerly right-of-way line of SW Bard Road (Assessor's Map 07.11.22AC);

107. Thence along said northerly right-of-way line and the westerly right-of-way line of SW Bard Road, Easterly 1,622 feet, more or less, to the southerly line of Instrument Number 2005-16230, Lincoln County Deed Records (Assessor's Map 07.11.22AC);
108. Thence along said southerly line, Westerly 154 feet, more or less, to the westerly line of said Deed (Assessor's Map 07.11.22AC);
109. Thence along said westerly line and the northerly extension thereof, Northerly 494 feet, more or less, to the southerly line of Instrument Number 2004-14529, Lincoln County Deed Records (Assessor's Map 07.11.22AC);
110. Thence along said southerly line, Westerly 14 feet, more or less, to the westerly line of said Deed (Assessor's Map 07.11.22AC);
111. Thence along said westerly line, Northerly 83 feet, more or less, to the northerly line of said Deed (Assessor's Map 07.11.22AC);
112. Thence along said northerly line, Easterly 180 feet, more or less, to the westerly line of Parcel 2 of Partition Plat No. 2021-15, Lincoln County Plat Records (Assessor's Map 07.11.22AB);
113. Thence along said westerly line, Northerly 61 feet, more or less, to the southeasterly right-of-way line of SW Galley Court (Assessor's Map 07.11.22AB);
114. Thence along said southeasterly right-of-way line, Northeasterly 97 feet, more or less, to the northerly line of said Parcel 2 (Assessor's Map 07.11.22AB);
115. Thence along said northerly line, Easterly 51 feet, more or less, to the easterly line of Lot 6, Block 2 of the plat "Forestview", Plat Book 12, Page 48, Lincoln County Plat Records (Assessor's Map 07.11.22AB);
116. Thence along said easterly line, Northerly 83 feet, more or less, to the southerly line of Lot 8 of said Block 2 (Assessor's Map 07.11.22AB);
117. Thence along said southerly line, Easterly 100 feet, more or less, to the westerly right-of-way line of SW Harbor Avenue (Assessor's Map 07.11.22AB);
118. Thence leaving said westerly right-of-way line, Easterly 30 feet, more or less, to the intersection of the northwesterly right-of-way line of SW Bard Road and the easterly right-of-way line of SW Harbor Avenue (Assessor's Map 07.11.22AA);
119. Thence along said easterly right-of-way line, Northerly 161 feet, more or less, to the southerly line of Parcel I of Instrument Number 2004-14144, Lincoln County Deed Records (Assessor's Map 07.11.22AA);
120. Thence along said southerly line, Easterly 123 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.22AA);
121. Thence along said westerly right-of-way line, Northerly 46 feet, more or less, to the northerly line of said Parcel I (Assessor's Map 07.11.22AA);
122. Thence along the easterly extension of said northerly line, Easterly 80 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.22AA);
123. Thence along said easterly right-of-way line, Southerly 25 feet, more or less, to the northerly right-of-way line of SE 19th Street (Assessor's Map 07.11.22AA);
124. Thence along said northerly right-of-way line, Easterly 156 feet, more or less, to the westerly line of Instrument Number 2004-13387, Lincoln County Deed Records (Assessor's Map 07.11.22AA);
125. Thence along the southerly extension of said westerly line, Southerly 40 feet, more or less, to the southerly right-of-way line of SE 19th Street (Assessor's Map 07.11.22AA);

126. Thence along said southerly right-of-way line, Westerly 157 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.22AA);
127. Thence along said easterly right-of-way line, Southerly 200 feet, more or less, to the northerly line of Book 390, Page 2055, Lincoln County Deed Records (Assessor's Map 07.11.22AD);
128. Thence leaving said easterly right-of-way line, Westerly 90 feet, more or less, to the intersection of the northerly line of Instrument Number 2003-01948, Lincoln County Deed Records, and the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.22AD);
129. Thence along said westerly right-of-way line, Southerly 100 feet, more or less, to the northerly line of Book 342, Page 1681, Lincoln County Deed Records (Assessor's Map 07.11.22AD);
130. Thence along said northerly line, Westerly 98 feet, more or less, to the east line of the southwest one-quarter of the northeast one-quarter of said Section 22 (Assessor's Map 07.11.22AD);
131. Thence along said east line, Southerly 1,183 feet, more or less, to the center east one-sixteenth corner of said Section 22 (Assessor's Map 07.11.22AC);
132. Thence along the south line of the northeast one-quarter of said Section 22, Westerly 165 to the westerly line of Instrument Number 2021-09244, Lincoln County Deed Records (Assessor's Map 07.11.22AC);
133. Thence along said westerly line, Northerly 170 feet, more or less, to the southerly right-of-way line of SW Bard Road (Assessor's Map 07.11.22AC);
134. Thence along said southerly right-of-way line, Westerly 421 feet, more or less, to the easterly line of Instrument Number 2003-05408, Lincoln County Deed Records (Assessor's Map 07.11.22AC);
135. Thence along said easterly line, Southerly 143 feet, more or less, to said south line of the northeast one-quarter of said Section 22 (Assessor's Map 07.11.22AC);
136. Thence along said south line, Westerly 250 feet, more or less, to the westerly line of said Deed (Assessor's Map 07.11.22AC);
137. Thence along said westerly line, Northerly 120 feet, more or less, to the southerly right-of-way line of SW Bard Road (Assessor's Map 07.11.22AC);
138. Thence along said southerly right-of-way line, Westerly 303 feet, more or less, to the easterly line of the plat "Hunter's Highland", Plat Book 18, Page 43, Lincoln County Plat Records (Assessor's Map 07.11.22AC);
139. Thence along said easterly line, Southerly 484 feet, more or less, to the northeasterly corner of Parcel 1 of Partition Plat No. 1999-13, Lincoln County Plat Records (Assessor's Map 07.11.22DB);
140. Thence along the easterly line of said Parcel 1, Southerly 349 feet, more or less, to the southerly line of said Parcel 1 (Assessor's Map 07.11.22DB);
141. Thence along said southerly line, Westerly 31 feet, more or less, to the southwesterly line of Book 331, Page 1151, Lincoln County Deed Records (Assessor's Map 07.11.22DB);
142. Thence along said southwesterly line, Southeasterly 829 feet, more or less, to the northwesterly right-of-way line of US Highway 101 (Assessor's Map 07.11.22DB);
143. Thence leaving said westerly right-of-way line, Easterly 164 feet, more or less, to the intersection of the southerly line of Instrument Number 2008-14300, Lincoln County

- Deed Records, and the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.22DB);
144. Thence along said easterly right-of-way line, Northeasterly 287 feet, more or less, to the northerly line of said Deed (Assessor's Map 07.11.22DB);
 145. Thence along said northerly line, Southeasterly 464 feet, more or less, to the east line of the northwest one-quarter of the southeast one-quarter of said Section 22 (Assessor's Map 07.11.22DB);
 146. Thence along said east line, Northerly 146 feet, more or less, to the southwesterly right-of-way line of SE 27th Street (Assessor's Map 07.11.22DB);
 147. Thence along said southwesterly right-of-way line, Northwesterly 368 feet, more or less, to the southeasterly right-of-way line of US Highway 101 (Assessor's Map 07.11.22DB);
 148. Thence along said southeasterly right-of-way line, Northeasterly 637 feet, more or less, to said east line of the northwest one-quarter of the southeast one-quarter of said Section 22 (Assessor's Map 07.11.22DB);
 149. Thence along said east line, Southerly 343 feet, more or less, to the northerly line of Instrument Number 2006-09476, Lincoln County Deed Records (Assessor's Map 07.11.22DA);
 150. Thence along said northerly line, Easterly 626 feet, more or less (Assessor's Map 07.11.22DA);
 151. Thence continuing along said northerly line, Northerly 315 feet, more or less (Assessor's Map 07.11.22DA);
 152. Thence continuing along said northerly line, Easterly 691 feet, more or less, to the east line of said Section 22 (Assessor's Map 07.11.22DA);
 153. Thence along said east line, Southerly 252 feet, more or less, to the southerly line of Book 68, Page 847, Lincoln County Deed Records (Assessor's Map 07.11.23CB);
 154. Thence along said southerly line, Easterly 330 feet, more or less, to the easterly line of said Deed (Assessor's Map 07.11.23CB);
 155. Thence along said easterly line, Northerly 505 feet, more or less, to the southerly right-of-way line of SE 23rd Drive (Assessor's Map 07.11.23CB);
 156. Thence along said southerly right-of-way line, Westerly 944 feet, more or less, to the easterly line of Book 312, Page 271, Lincoln County Deed Records (Assessor's Map 07.11.22DA);
 157. Thence along said easterly line, Southerly 278 feet, more or less, to the southwesterly line of said Deed (Assessor's Map 07.11.22DA);
 158. Thence along said southwesterly line, Northwesterly 407 feet, more or less, to the northwesterly line of said Deed (Assessor's Map 07.11.22DA);
 159. Thence along said northwesterly line, Northeasterly 209 feet, more or less, to the southerly right-of-way line of SE 23rd Drive (Assessor's Map 07.11.22AD);
 160. Thence along said southerly right-of-way line, Northwesterly 356 feet, more or less, to the easterly right-of-way line of US Highway 101 (Assessor's Map 07.11.22AD);
 161. Thence along said easterly right-of-way line, Southerly 337 feet, more or less, to the southerly line of Parcel I of Instrument Number 2012-08516, Lincoln County Deed Records (Assessor's Map 07.11.22AD);

162. Thence leaving said easterly right-of-way line, Northwesterly 48 feet, more or less, to the intersection of the centerline of US Highway 101 and the south line of the northeast one-quarter of said Section 22 (Assessor's Map 07.11.22AD);
163. Thence along said south line, Westerly 73 feet, more or less, to the westerly right-of-way line of US Highway 101 (Assessor's Map 07.11.22AD);
164. Thence along said westerly right-of-way line, Northerly 661 feet, more or less, to the southerly line of Instrument Number 2010-07764, Lincoln County Deed Records (Assessor's Map 07.11.22AD);
165. Thence leaving said westerly right-of-way line, Easterly 80 feet, more or less to the intersection of the easterly right-of-way line of US Highway 101 and the northerly line of Instrument Number 2021-03905, Lincoln County Deed Records (Assessor's Map 07.11.22AD);
166. Thence along said northerly line, Easterly 300 feet, more or less, to the westerly line of Partition Plat 1991-60, Lincoln County Plat Records (Assessor's Map 07.11.22AD);
167. Thence along said westerly line, Northerly 1,380 feet, more or less, to the westerly extension of the northerly line of Parcel 3 of Partition Plat No. 1996-03, Lincoln County Plat Records (Assessor's Map 07.11.22AD);
168. Thence along said westerly extension and the northerly line of said Parcel 3, Easterly 434 feet, more or less, to the westerly right-of-way line of SE Lee Street (Assessor's Map 07.11.22AD);
169. Thence along said westerly right-of-way line and the northerly extension thereof, Northerly 373 feet, more or less, to the northerly right-of-way line of SE 19th Street (Assessor's Map 07.11.22AA);
170. Thence along said northerly right-of-way line, Easterly 517 feet, more or less, to the westerly right-of-way line of SE Mast Avenue (Assessor's Map 07.11.23BB);
171. Thence along said westerly right-of-way line, Northerly 384 feet, more or less, to the north line of Lot 31 of the plat "Pacific Ridge Subdivision", Plat Book 16, Page 32, Lincoln County Plat Records (Assessor's Map 07.11.23BB);
172. Thence along said north line, Westerly 123 feet, more or less, to the west line of said Section 23 (Assessor's Map 07.11.23BB);
173. Thence along said east line, Northerly 422 feet, more or less, to the southerly line of Instrument Number 2009-02741, Lincoln County Deed Records (Assessor's Map 07.11.23BB);
174. Thence along said southerly line, Easterly 208 feet, more or less, to the westerly line of Block E3 of the plat "Delake Heights", Plat Book 8, Page 39, Lincoln County Plat Records (Assessor's Map 07.11.23BB);
175. Thence along said westerly line, Southerly 13 feet, more or less, to the northerly right-of-way line of SE 15th Street (Assessor's Map 07.11.23BB);
176. Thence along said northerly right-of-way line, Easterly 295 feet, more or less, to the southwestly right-of-way line of SE Oar Avenue (Assessor's Map 07.11.23BB);
177. Thence along said southwestly right-of-way line, Southeasterly 45 feet, more or less, to the southerly right-of-way line of SE 15th Street (Assessor's Map 07.11.23BB);
178. Thence along said southerly right-of-way line, Westerly 182 feet, more or less, to the westerly right-of-way line of SE Hillcrest Vale (Assessor's Map 07.11.23BB);

179. Thence along said westerly right-of-way line, Southerly 200 feet, more or less, to the northwesterly corner of Lot 17 of said plat "Pacific Ridge Subdivision" (Assessor's Map 07.11.23BB);
180. Thence along the westerly line of said Lot 17, Southerly 158 feet, more or less, to the northerly line of Lot 30 of said plat (Assessor's Map 07.11.23BB);
181. Thence along said northerly line, Westerly 120 feet, more or less, to the easterly right-of-way line of SE Mast Avenue (Assessor's Map 07.11.23BB);
182. Thence along said easterly right-of-way line, Southerly 399 feet, more or less, to the northerly right-of-way line of SE 19th Street (Assessor's Map 07.11.23BB);
183. Thence leaving said northerly right-of-way line, Southerly 40 feet, more or less, to the southerly right-of-way line of SE 19th Street (Assessor's Map 07.11.23BB);
184. Thence along said southerly right-of-way line, Westerly 546 feet, more or less, to the easterly right-of-way line of SE Lee Street (Assessor's Map 07.11.22AA);
185. Thence along said easterly right-of-way line, Southerly 410 feet, more or less, to the westerly extension of the northerly line of Parcel 3 of said Partition Plat No. 1991-60 (Assessor's Map 07.11.22AD);
186. Thence along said westerly extension and the northerly line of said Parcel 3, Easterly 354 feet, more or less, to the Point of Beginning.

Excepting therefrom;

Excepting Parcel 1;

Beginning at the northeast corner of Lot 15, Block VII of the plat "First Addition to Nelscott Beach", Plat Book 7, Page 28, Lincoln County Plat Records, also being on the southerly right-of-way line of SW 32nd Street (Assessor's Map 07.11.27BA);

200. Thence along the northerly extension of the easterly line of said Lot 15, northerly 50 feet, more or less, to the northerly right-of-way line of SW 32nd Street (Assessor's Map 07.11.22CD);
201. Thence along said northerly right-of-way line, Southeasterly 333 feet, more or less, to the northwesterly right-of-way line of US Highway 101 (Assessor's Map 07.11.22CD);
202. Thence along said northwesterly right-of-way line, Northeasterly 1,008 feet, more or less, to the northeasterly line of Instrument Number 2022-01758, Lincoln County Deed Records (Assessor's Map 07.11.22DC);
203. Thence along the southeasterly extension of said northeasterly line, Southeasterly 101 feet, more or less, to the southeasterly right-of-way line of US Highway 101 (Assessor's Map 07.11.22DC);
204. Thence along said southeasterly right-of-way line, Southwesterly 1,218 feet, more or less, to the northerly line of Book 279, Page 2290, Lincoln County Deed Records (Assessor's Map 07.11.27BA);
205. Thence leaving said easterly right-of-way line, Northwesterly 111 feet, more or less, to the northerly line of Instrument Number 2019-00081, Lincoln County Deed Records, also being on the northwesterly right-of-way line of US Highway 101 (Assessor's Map 07.11.27BA);

206. Thence along said northwesterly right-of-way line, Northeasterly 42 feet, more or less, to the southwesterly right-of-way line of SW 32nd Street (Assessor's Map 07.11.27BA);
207. Thence along said southwesterly right-of-way line, Northwesterly 297 feet, more or less, to the Point of Beginning.

Excepting Parcel 2;

Tract 'N' of the plat "Olivia Beach Phase 3", Book 19, Page 18, Lincoln County Plat Records (Assessor Maps 07.11.22BD & 07.11.22CA).

Excepting Parcel 3;

Beginning at the southwest corner of Lot 17 of the plat "Hunter's Highland", Book 18, Page 43, Lincoln County Plat Records, also being on the south right-of-way line of SW Dune Avenue (Assessor's Map 07.11.22DB);

300. Thence along said south right-of-way line, Westerly 40 feet, more or less, to the westerly right-of-way line of SW Dune Avenue (Assessor's Map 07.11.22DB);
301. Thence along said westerly right-of-way line, Northerly 543 feet, more or less, to the southerly northeasterly corner of Lot 9 of said plat (Assessor's Map 07.11.22AC);
302. Thence leaving said westerly right-of-way line, Easterly 42 feet, more or less, to the southerly northwesterly corner of Lot 10 of said plat, also being on the easterly right-of-way line of SW Dune Avenue (Assessor's Map 07.11.22AC);
303. Thence along said easterly right-of-way line, Southerly 530 feet, more or less, to the Point of Beginning.

The above described tracts of land contain 320 acres, more or less.

6/21/2023

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Michael S. Kalina

**OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS
RENEWS: 6/30/25**

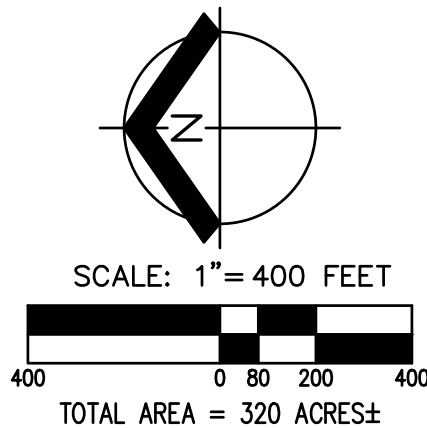
AKS DRAWING FILE: 7830-01_URA_MAP.DWG | LAYOUT: 1



LEGEND



- SEE SHEET X



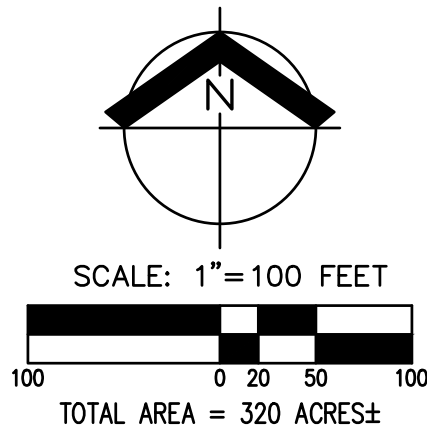
CITY OF LINCOLN CITY
NELSCOTT
URBAN RENEWAL AREA
LINCOLN CITY
LINCOLN COUNTY

MAP OF NELSCOTT
URBAN RENEWAL
AREA COVER SHEET

DESIGNED BY: WCB
DRAWN BY: WCB
MANAGED BY: MSK
CHECKED BY: MSK
DATE: 6/21/2023
REGISTERED
PROFESSIONAL
LAND SURVEYOR
MICHAEL S. KALINA
89558PLS
RENEWS: 6/30/25

REVISIONS
JOB NUMBER
7830-01
SHEET
1

AKS
AKS ENGINEERING & FORESTRY, LLC
1206 SE SW HERMAN RD., STE 100
TULALATIN, OR 97062
503.563.6151
WWW.AKS-ENG.COM
ENGINEERING · SURVEYING · NATURAL RESOURCES
FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

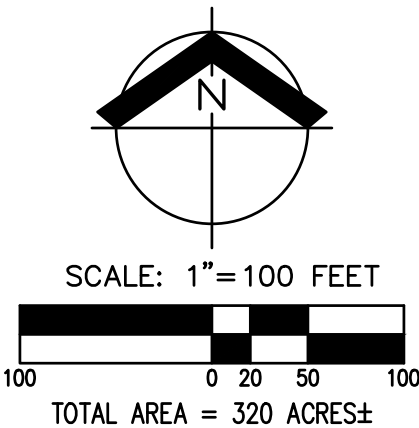
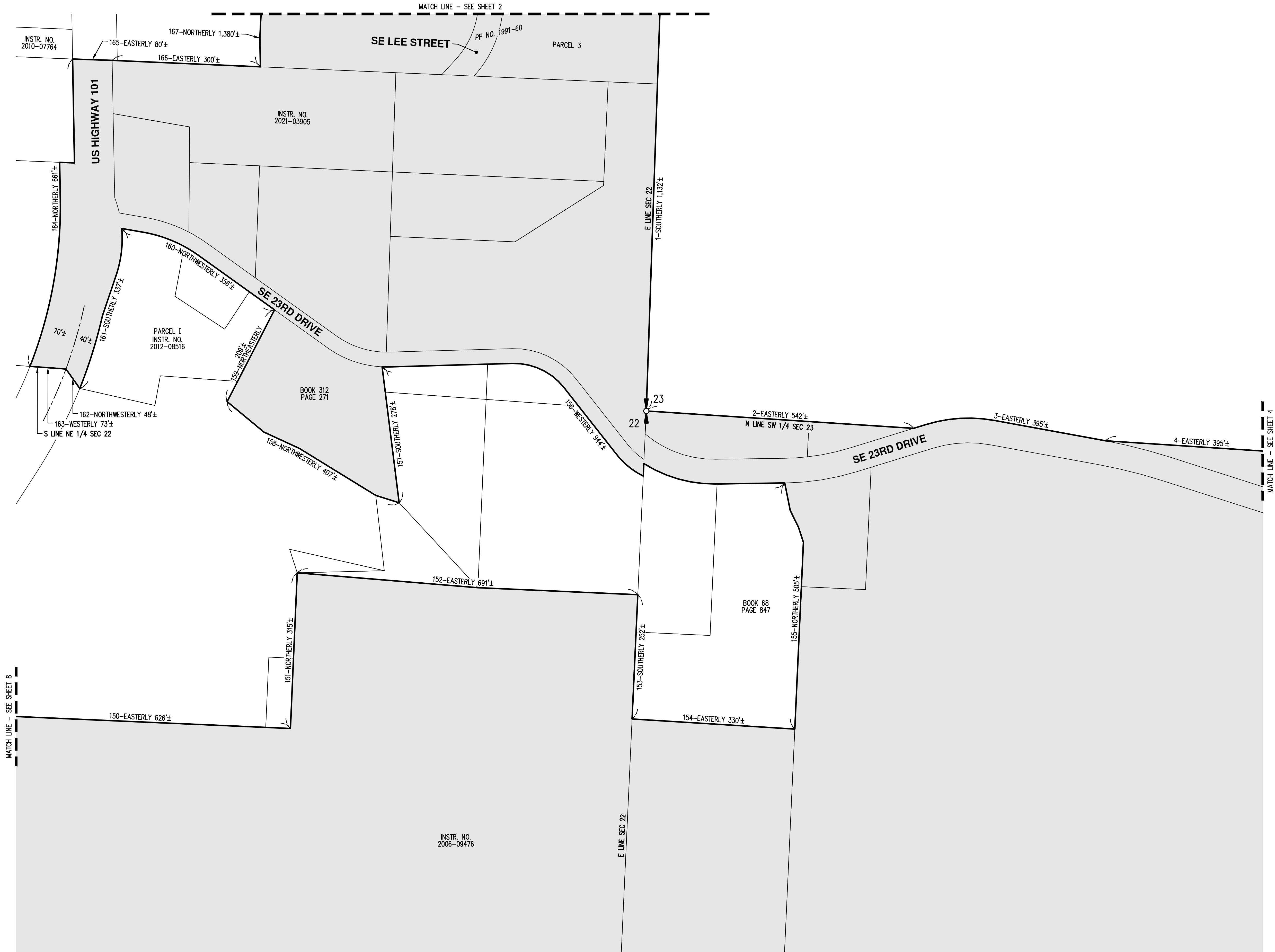


CITY OF LINCOLN CITY
NELSCOTT
URBAN RENEWAL AREA
LINCOLN CITY
LINCOLN COUNTY

MAP OF NELSCOTT
URBAN RENEWAL
AREA

DESIGNED BY:
DRAWN BY: WCB
MANAGED BY: MSK
CHECKED BY: MSK
DATE: 6/21/2023
REGISTERED
PROFESSIONAL
LAND SURVEYOR
MICHAEL S. KALINA
89558PLS
RENEWS: 6/30/25

JOB NUMBER
7830-01
SHEET
2



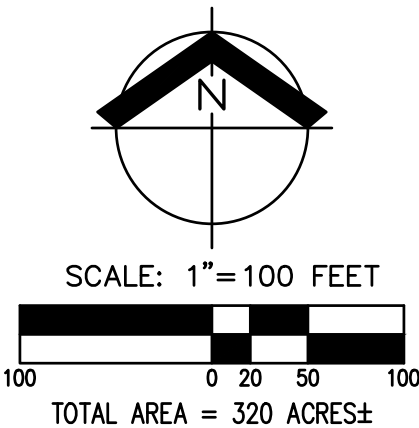
CITY OF LINCOLN CITY
NELSCOTT
URBAN RENEWAL AREA
LINCOLN CITY
LINCOLN COUNTY

MAP OF NELSCOTT
URBAN RENEWAL
AREA

DESIGNED BY:
DRAWN BY: WCB
MANAGED BY: MSK
CHECKED BY: MSK
DATE: 6/21/2023
REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS
RENEWS: 6/30/25

JOB NUMBER
7830-01
SHEET
3

AKS
AKS ENGINEERING & FORESTRY, LLC
1206 E. SW HERMAN RD., STE 100
TULALIN, OR 97062
503.563.6151
WWW.AKS-ENG.COM
ENGINEERING · SURVEYING · NATURAL RESOURCES
FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE



MAP OF NELSCOTT
URBAN RENEWAL
AREA

CITY OF LINCOLN CITY
NELSCOTT
URBAN RENEWAL AREA
LINCOLN CITY
LINCOLN COUNTY

DESIGNED BY: _____

DRAWN BY: WCB

MANAGED BY: MSK

CHECKED BY: MSK

DATE: 6/21/2023

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael S. Kalina

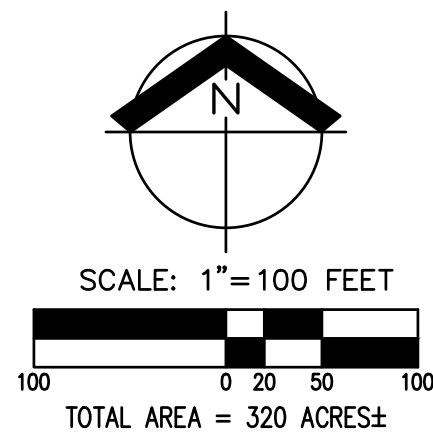
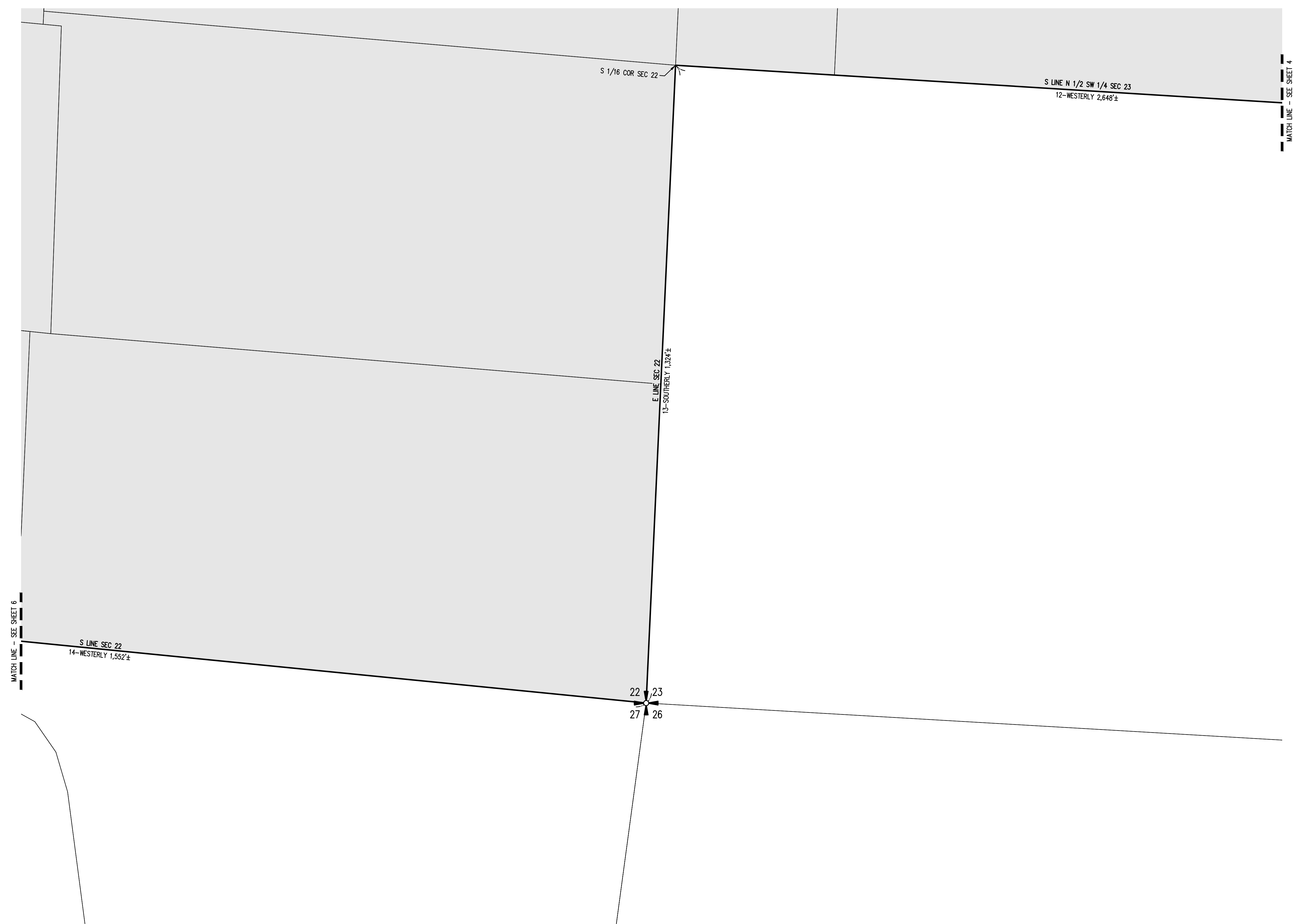
OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS
RENEWS: 6/30/25

REVISIONS

NO.	DESCRIPTION	DATE

JOB NUMBER
7830-01

SHEET
4



**CITY OF LINCOLN CITY
NELSCOTT
URBAN RENEWAL AREA
LINCOLN CITY
LINCOLN COUNTY**

MAP OF NELSCOTT URBAN RENEWAL AREA

DESIGNED BY:	
DRAWN BY:	WCB
MANAGED BY:	MSK
CHECKED BY:	MSK
DATE:	6/21/2023

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS
RENEW: 6/30/25

REVISIONS

JOB NUMBER
7830-01

SHEET
5

AKS
AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.363.6151
WWW.AKS-ENG.COM

ENGINEERING • SURVEYING • NATURAL RESOURCES
FORESTRY • PLANNING • LANDSCAPE ARCHITECTURE



CITY OF LINCOLN CITY
NELSCOTT
URBAN RENEWAL AREA
LINCOLN CITY
LINCOLN COUNTY

MAP OF NELSCOTT
URBAN RENEWAL
AREA

DESIGNED BY:
DRAWN BY: WCB
MANAGED BY: MSK
CHECKED BY: MSK
DATE: 6/21/2023
REGISTERED
PROFESSIONAL
LAND SURVEYOR

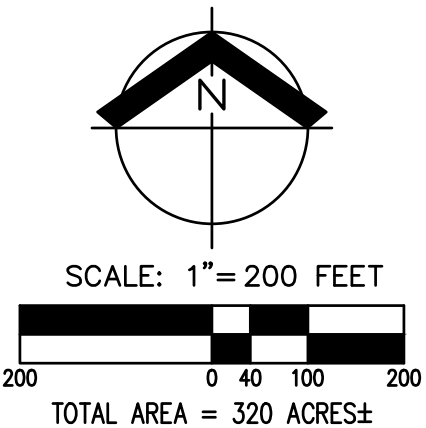
OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS
RENEWS: 6/30/25

REVISIONS

JOB NUMBER
7830-01

SHEET

6



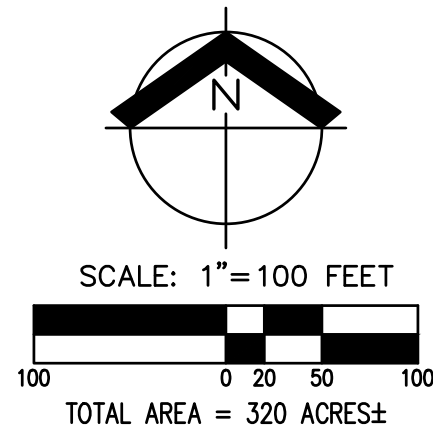
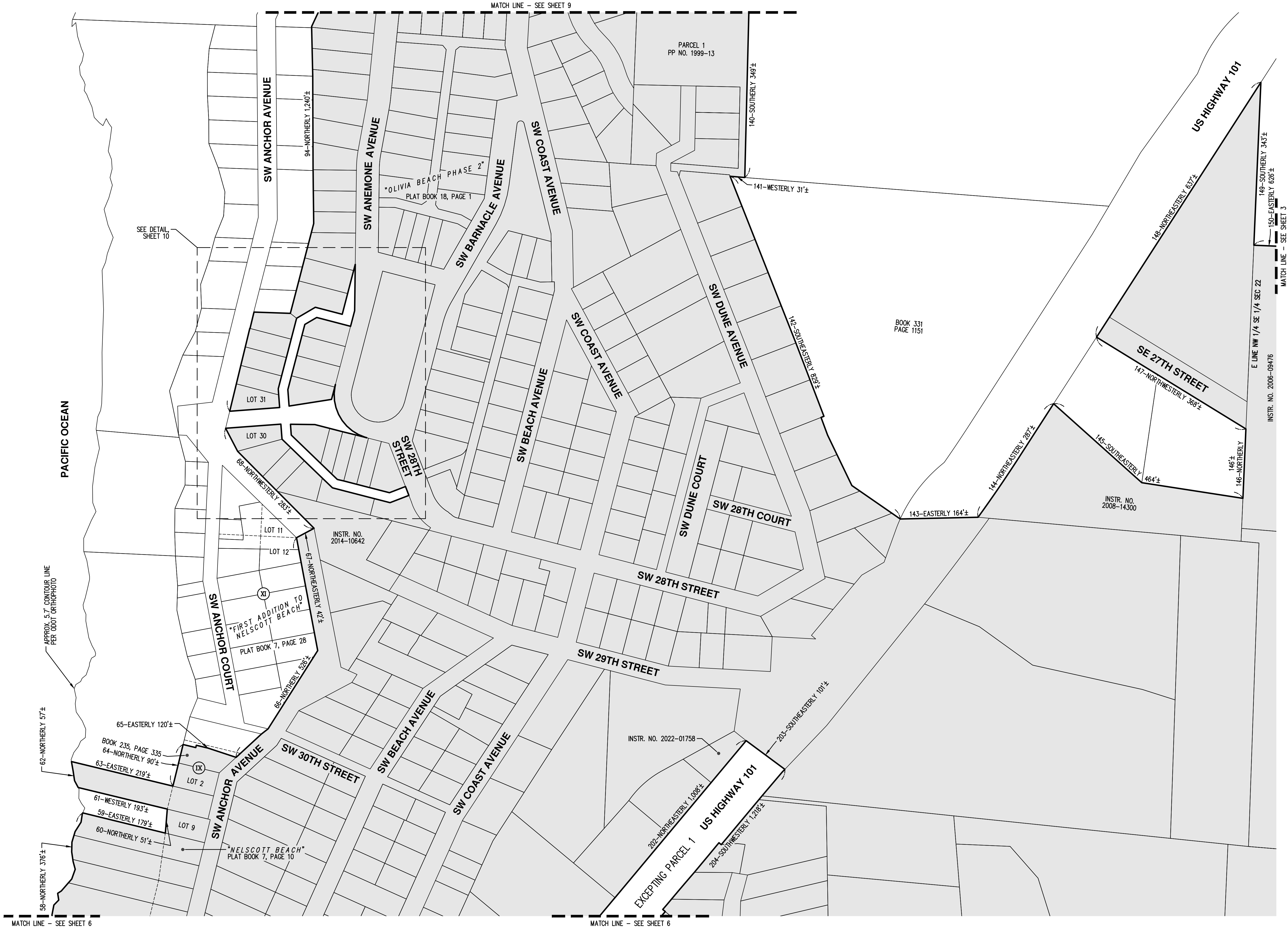
MAP OF NELSCOTT
URBAN RENEWAL
AREA

CITY OF LINCOLN CITY
NELSCOTT
URBAN RENEWAL AREA
LINCOLN CITY
LINCOLN COUNTY

DESIGNED BY:
DRAWN BY: WCB
MANAGED BY: MSK
CHECKED BY: MSK
DATE: 6/21/2023
REGISTERED
PROFESSIONAL
LAND SURVEYOR
MICHAEL S. KALINA
89558PLS
RENEWS: 6/30/25

JOB NUMBER
7830-01
SHEET
7

AKS
AKS ENGINEERING & FORESTRY, LLC
12065 SW HERMAN RD., STE 100
TULALIN, OR 97062
503.563.6151
WWW.AKS-ENG.COM
ENGINEERING · SURVEYING · NATURAL RESOURCES
FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE



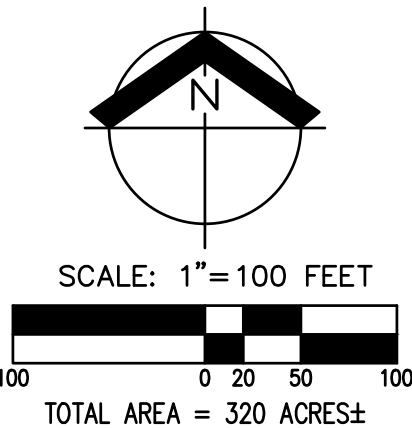
DESIGNED BY:	
DRAWN BY: WCB	
MANAGED BY: MSK	
CHECKED BY: MSK	
DATE: 6/21/2023	
REGISTERED PROFESSIONAL LAND SURVEYOR	
OREGON JANUARY 12, 2016 MICHAEL S. KALINA 89558PLS RENEWS: 6/30/25	
REVISIONS	
JOB NUMBER 7830-01	
SHEET 8	

MAP OF NELSCOTT
URBAN RENEWAL
AREA

CITY OF LINCOLN CITY
NELSCOTT
URBAN RENEWAL AREA
LINCOLN CITY
LINCOLN COUNTY

AKS ENGINEERING & FORESTRY, LLC
12065 SW HERMAN RD., STE 100
TUALATIN, OR 97062
503.563.6151
WWW.AKS-ENG.COM

ENGINEERING · SURVEYING · NATURAL RESOURCES
FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

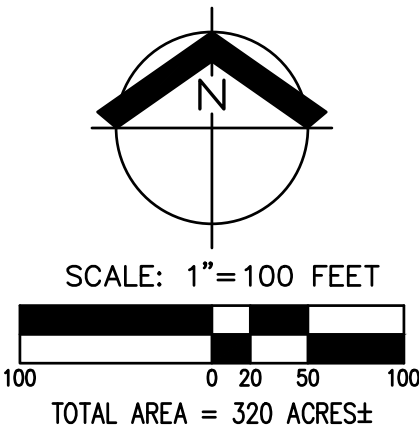
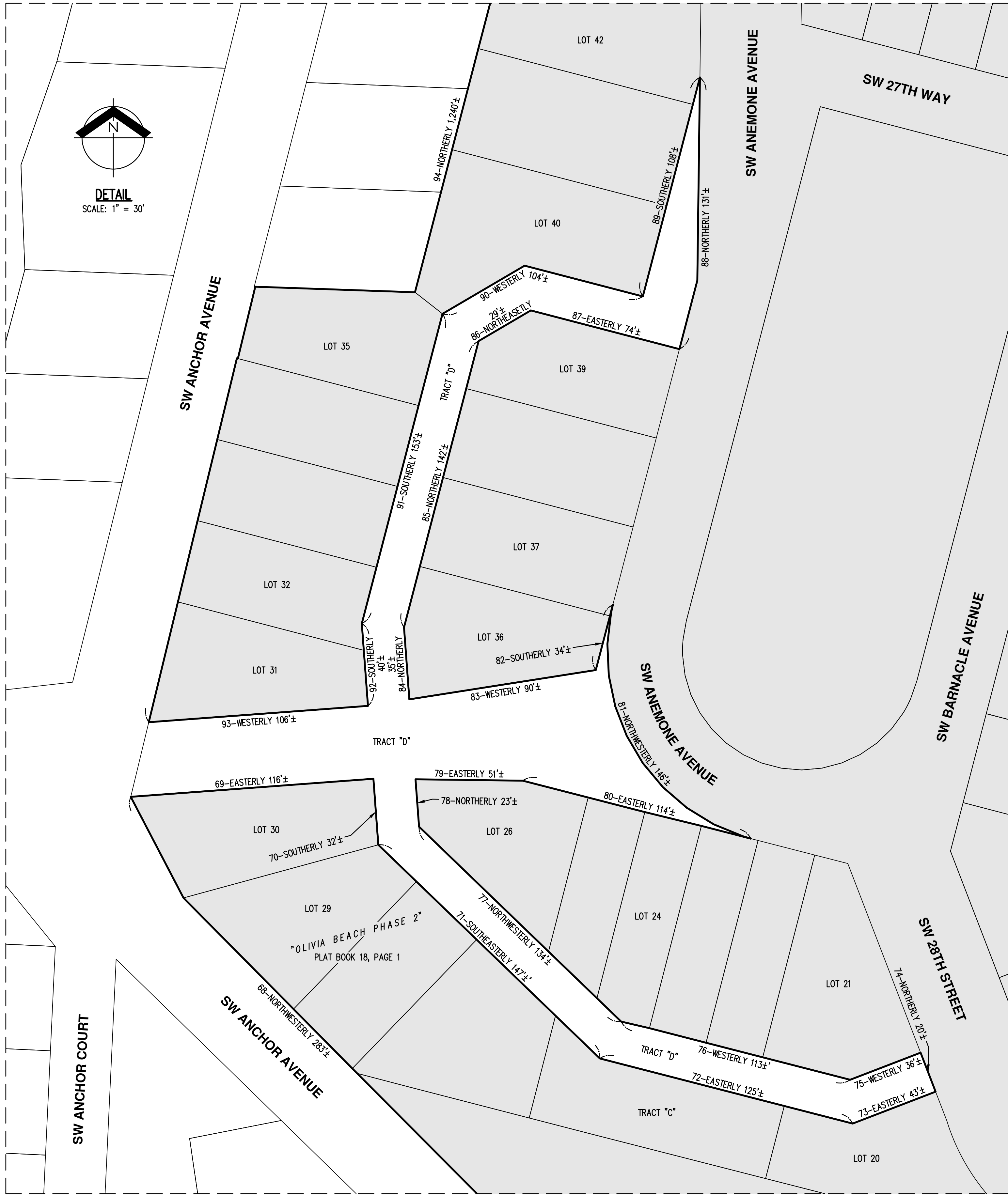


CITY OF LINCOLN CITY
NELSCOTT
URBAN RENEWAL AREA
LINCOLN CITY
LINCOLN COUNTY

MAP OF NELSCOTT
URBAN RENEWAL
AREA

DESIGNED BY:	
DRAWN BY:	WCB
MANAGED BY:	MSK
CHECKED BY:	MSK
DATE:	6/21/2023
REGISTERED PROFESSIONAL LAND SURVEYOR	
<i>Michael S. Kalina</i>	
OREGON JANUARY 12, 2016 MICHAEL S. KALINA 89558PLS RENEWS: 6/30/25	
REVISIONS	
JOB NUMBER	7830-01
SHEET	9

AKS DRAWING FILE: 7830-01_UBA_MAP.DWG | LAYOUT: 10



DESIGNED BY:	
DRAWN BY:	WCB
MANAGED BY:	MSK
CHECKED BY:	MSK
DATE:	6/21/2023
REGISTERED PROFESSIONAL LAND SURVEYOR	
	
OREGON JANUARY 12, 2016 MICHAEL S. KALINA 89558PLS RENEWS: 6/30/25	
REVISIONS	

JOB NUMBER
7830-01

SHEET
10

CITY OF LINCOLN CITY
NELSCOTT
URBAN RENEWAL AREA
LINCOLN CITY
LINCOLN COUNTY

MAP OF NELSCOTT
URBAN RENEWAL
AREA

Report Accompanying the Nelscott Urban Renewal (Tax Increment Finance) Plan

DRAFT

Nelscott Urban Renewal Tax Increment Finance Plan

Adopted by the City of Lincoln City

DATE

Ordinance No. ____



LIST OF PARTICIPANTS

Mayor

Susan Wahlke

City Council

Mitch Parsons, Ward 1
Dennis "Riley" Hoagland, Ward 2
Sydney Kasner, Ward 2
Judy Casper, Ward 3
Rick Mark, Ward 3

Planning Commission

Kim Blackerby
Robert Vincent, Chair
Marcella Baker
Melissa Sumner
Charlsy Affuso
Brian Bunnnett

Urban Renewal Agency

Rick Mark, Chair
Mitch Parsons, Vice Chair
Susan Wahlke
Sydney Kasner
Judy R. Casper
Dennis "Riley" Hoagland

City Manager

Daphnee Legarza

Economic Development and Urban Renewal Director

Alison Robertson

Economic Development Project Manager

Seth Lenaerts

Executive Administrative Assistant

Liz Frances

Finance Director

Debbie Bridges

Public Works Director & City Engineer

Stephanie Reid

Parks And Recreation Director

Jeanne Sprague

Planning and Community Development Director

Anne Marie Skinner

Urban Renewal Advisory Committee

Susan Wahlke – Mayor, City of Lincoln
CityPamela Barlow-Lind – Tribal Planner,
Confederated Tribes of Siletz Indians
Debbie Bridges – Finance Director, City of
Lincoln City
Daphnee Legarza – City Manager, City of
Lincoln City
Chief Rob Dahlman – Fire Chief, North
Lincoln Fire & Rescue District #1
Rick Mark – UR Agency Chair, City of
Lincoln City
Tim Johnson, County Administrator, Lincoln
County
Robert Vincent – Chair, Lincoln City
Planning Commission
Lisa Spence-Bunnnett – Community Member
Barbe Jenkins-Gibson – Community
Member
Shawnn Kehr – Community Member

Tax Increment Plan Consulting Team Elaine Howard Consulting, LLC

Elaine Howard
Scott Vanden Bos

Tiberius Solutions, LLC

Nick Popenuk
Ali Danko
Rob Wyman

TABLE OF CONTENTS

I. DEFINITIONS	1
II. INTRODUCTION.....	3
III. THE PROJECTS IN THE AREA AND THE RELATIONSHIP BETWEEN URBAN RENEWAL (TIF) AREA PROJECTS AND THE EXISTING CONDITIONS IN THE AREA.....	6
IV. THE ESTIMATED TOTAL COST OF EACH PROJECT AND THE SOURCES OF MONEYS TO PAY SUCH COSTS	12
V. FINANCIAL ANALYSIS OF THE PLAN	13
VI. THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED	17
VII. THE ANTICIPATED COMPLETION DATE FOR EACH PROJECT	22
VIII. REVENUE SHARING.....	27
IX. IMPACT OF THE TAX INCREMENT FINANCING	27
X. COMPLIANCE WITH STATUTORY LIMITS ON ASSESSED VALUE AND SIZE OF URBAN RENEWAL AND TIF AREAS	31
XI. EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND IMPACTS ON MUNICIPAL SERVICES	32
XII. REASONS FOR SELECTION OF EACH URBAN RENEWAL (TIF) AREA IN THE PLAN 42	
XIII. RELOCATION REPORT	42

I. DEFINITIONS

“Agency” means the Lincoln City Urban Renewal Agency, also called Agency. The Agency is responsible for administration of this Nelscott Urban Renewal (Tax Increment Finance) Plan and other urban renewal/TIF plans previously adopted in the City of Lincoln City.

“Annual report” is the ORS 457.460 requirement for the production of an urban renewal annual report that is distributed to the taxing districts.

“Area” or “urban renewal area” or “TIF Area” means the tax increment finance area established for this Plan pursuant to ORS 457, including the properties and rights-of-way located therein.

“Blight” is defined in ORS 457.010(1)(a-i) and identified in the ordinance adopting an urban renewal plan.

“Board of Commissioners” means the Lincoln County Board of Commissioners.

“City” means the City of Lincoln City, Oregon.

“City Council” or “Council” means the Lincoln City City Council.

“Comprehensive Plan” means the City of Lincoln City Comprehensive Plan and its implementing ordinances, policies, and standards.

“County” means Lincoln County, Oregon.

“Fiscal year” means the year commencing on July 1 and closing on June 30.

“Frozen base” means the total assessed value including all real, personal, manufactured, and utility values within a TIF area at the time of adoption. The county assessor certifies the assessed value after the adoption of a TIF area plan.

“Increment” means that part of the assessed value of a taxing district attributable to any increase in the assessed value of the property located in an urban renewal area, or portion thereof, over the assessed value specified in the certified statement from the assessor (frozen base).

“Maximum indebtedness” means the amount of the principal of indebtedness included in a plan pursuant to ORS 457.190 and does not include indebtedness incurred to refund or refinance existing indebtedness. The maximum indebtedness for this Plan is \$129,000,000.

“Municipality” means any county or any city in the state of Oregon.

“Nelscott Urban Renewal (TIF) Area” means the urban renewal area/tax increment finance area established under authority in ORS 457 as shown in Exhibit A and defined in the attached legal description.

“ORS” means the Oregon Revised Statutes and specifically Chapter 457, which relates to urban renewal.

“Planning Commission” means the Lincoln City Planning Commission.

“Project(s)” or “TIF Project(s)” means any work or undertaking carried out under the TIF Plan.

“Report Accompanying TIF Plan” or “Report” means the official report that accompanies the Nelscott Plan pursuant to ORS 457.085(3).

“Revenue sharing” means sharing tax increment proceeds as defined in ORS 457.470.

“Tax increment finance area” or “urban renewal area” or “TIF area” means a blighted area included in a TIF plan.

“Tax increment finance area plan” or “urban renewal plan” or “TIF plan” means a plan, as it exists or is changed or modified from time to time, for one or more TIF areas, as provided in ORS 457.

“Tax increment finance area project(s)” or “urban renewal project(s)” or “TIF area project(s)” means any work or undertaking carried out under ORS 457.170 and ORS 457.180 in a TIF area.

“Tax increment finance” or “tax increment financing” or “TIF” means the funds that are associated with the division of taxes accomplished through the adoption of a TIF plan.

“Tax increment revenues” means the funds allocated by the assessor to renewal TIF area due to increases in assessed value over the frozen base within the area.

“UGB” means urban growth boundary.

“Urban Renewal” means the statutory authority provided in ORS 457. In this Plan it is synonymous with TIF.

II. INTRODUCTION

This Report on the Nelscott Urban Renewal (Tax Increment Finance) Plan (Report) contains background information and project details that pertain to the Nelscott Urban Renewal (Tax Increment Finance) Plan (Plan) for the Nelscott Urban Renewal (Tax Increment Finance) Area (Area). The Report is not a legal part of the Plan but is intended to provide public information and support the findings made by the Lincoln City City Council (City Council) as part of the approval of the Plan.

The Report provides the analysis required to meet the standards of ORS 457.085(3), including financial feasibility. The Report contains the information required by ORS 457.085, including:

- A description of the physical, social, and economic conditions in the area;(ORS 457.085(3)(a))
- Expected impact of the Plan, including fiscal impact in light of increased services; (ORS 457.085(3)(a))
- Reasons for selection of the Area; (ORS 457.085(3)(b))
- The relationship between each project to be undertaken and the existing conditions; (ORS 457.085(3)(c))
- The estimated total cost of each project and the source of funds to pay such costs; (ORS 457.085(3)(d))
- The estimated completion date of each project; (ORS 457.085(3)(e))
- The estimated amount of funds required in the area and the anticipated year in which the debt will be retired; (ORS 457.085(3)(f))
- A financial analysis of the Plan; (ORS 457.085(3)(g))
- A fiscal impact statement that estimates the impact of tax increment financing upon all entities levying taxes upon property in the urban renewal or TIF Area; (ORS 457.085(3)(h)) and
- A relocation report. (ORS 457.085(3)(i))

The relationship of the sections of the Report and the ORS 457.087 requirements is shown in Table 1. The specific reference in the table below is the section of this Report that most addresses the statute. There may be other sections of the Report that also address the statute.

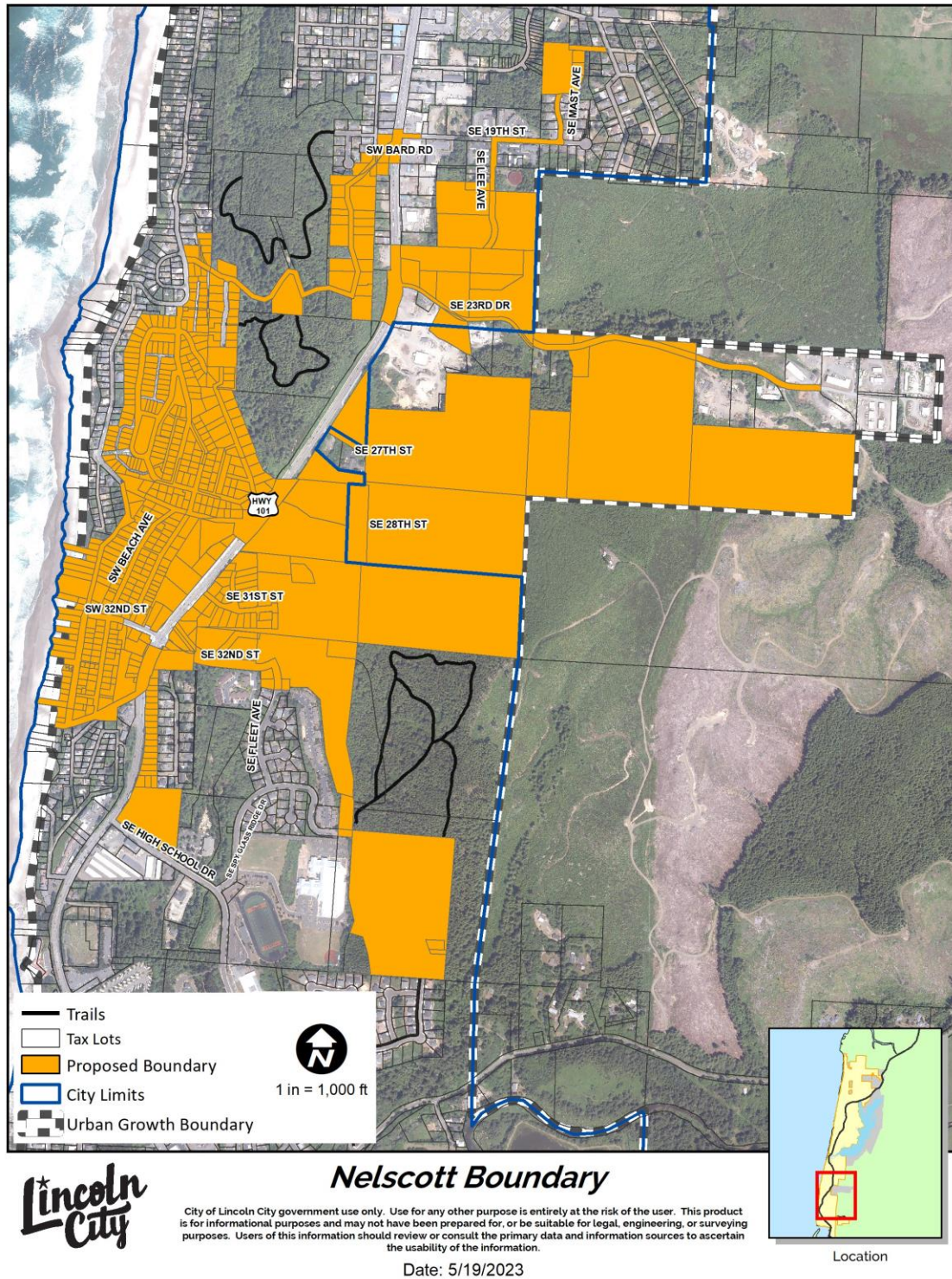
Table 1 - Statutory References

Statutory Requirement	Report Section
ORS 457.087 (1)	XI
ORS 457.087 (2)	XII
ORS 457.087 (3)	III
ORS 457.087 (4)	IV
ORS 457.087 (5)	VII
ORS 457.087 (6)	V,VI
ORS 457.087 (7)	V,VI
ORS 457.087 (8)	IX
ORS 457.087 (9)	XIII

The Report provides guidance on how the Plan might be implemented. The Lincoln City Urban Renewal Agency (Agency) has the authority to make adjustments to the implementation assumptions in this Report, as it reviews revenues and potential projects each year. The Agency may allocate budgets differently, adjust the timing of the projects, decide to incur debt at different timeframes than projected in this Report, and make other adjustments to the financials as determined by the Agency. The Agency may also make changes as allowed in the Amendments section of the Plan. These adjustments must stay within the confines of the overall maximum indebtedness of the Plan and statutory limitations.

Note on language: This Report, wherever applicable and permissible, uses the term Tax Increment Financing or TIF rather than “urban renewal”. Utilizing the term TIF does not affect the statutory authority of ORS 457, as it relates to this Report.

Figure 1 – Nelscott Urban Renewal (TIF) Area Boundary



Source: City of Lincoln City GIS

III. THE PROJECTS IN THE AREA AND THE RELATIONSHIP BETWEEN URBAN RENEWAL (TIF) AREA PROJECTS AND THE EXISTING CONDITIONS IN THE AREA.

The Projects identified and authorized for the Area are described below, including how they relate to the existing conditions in the Area. The existing conditions were identified by City staff and through review of City documents.

A. Transportation

- Roads. Improve road connections for increased transportation route choice and to help alleviate traffic on Highway 101, to include:
 - New road connection between SE Lee Avenue and SE 23rd Drive
 - New road connection between SE 23rd Drive. and SE 32nd Street / Fleet Avenue intersection
 - New road connection between SE 14th Street and SE 19th Street via an extension of Mast Avenue to connect with Oar Avenue
 - Other new road connections where feasible

Existing Conditions:

There is extreme congestion on Highway 101 throughout all times of the year, but especially during high tourist visitation times. There are no other north/south “through” transportation routes to allow this traffic to be spread out or to improve the travel conditions. This impacts the safety of the transportation network as well as the overall function of the network. The TSP and other City adopted plans identify these projects as needed future projects.

- Pedestrian Safety. Improvements including but not limited to:
 - Pedestrian striping
 - Infill of sidewalk gaps
 - Construct new facilities to correct sidewalk/pathway deficiencies

Existing Conditions:

Sidewalks along Highway 101 are discontinuous or absent. Off of Highway 101, continuous sidewalks are rare in much of the Area. The TSP and the Walking and Biking Plan identify pedestrian improvement projects as needed future projects.

- Public Parking. Improve existing and build new public parking on and off-street, including other associated facilities such as public restrooms, pedestrian amenities, showers/foot wash, surf racks, and Electric Vehicle (EV) charging stations.
 - Improvements to SW 32nd Street parking lot
 - Other locations as needed and where feasible

Existing Conditions:

Lincoln City staff identified there is insufficient public parking to access the beach and insufficient amenities included in that public parking.

- Intersection Improvements. Improve intersections to include pedestrian crossings, realignments and/or re-design, roundabout, all-way stop control or traffic signals as feasible.
 - SE 23rd Drive and Highway 101 intersection improvements
 - SW Bard Road / SE 19th Street and Highway 101 intersection improvements
 - Other intersection improvements within the Area

Existing Conditions:

The 23rd Drive and Highway 101 intersection needs to be re-aligned and possibly re-designed, possible options include a signal or a roundabout to accommodate capacity.

Bard Road / SE 19th is currently un-signalized, and an un-aligned, or skewed intersection making vehicular turn movements and pedestrian crossing challenging. Sidewalk infill and ADA corner improvements are lacking. Traffic Signals. Modify existing traffic signals and install new traffic signals to improve pedestrian safety. Implement coordinated signal timing plans, upgrade traffic signal controllers, and install communication and other improvements as needed, and as designated by the City.

Existing Conditions:

As noted above, traffic conditions in the Area need to be addressed to improve pedestrian safety and improved traffic flow.

- Street Improvements. Local streets and Highway 101 improvements which may include but are not limited to curbs, gutters and sidewalks/pathways, sidewalk gaps, and installation of pedestrian amenities, lighting, and traffic calming measures where appropriate.
 - SE 23rd Drive street improvements, including but not limited to construction of new street, re-alignment with existing rights-of-way, intersection realignment and/or re-design, roundabout, or all-way stop control
 - Bard Road street Improvements to include sidewalks/pathways, paving, stormwater management
 - Other street improvements as needed

Existing Conditions:

SE 23rd Drive is not constructed to Lincoln City standards.

Bard Road is a narrow gravel road, this project will re-construct the road with sidewalk, paving, stormwater treatment. May include intersection of Bard Road and Hwy 101 improvements as described above.

- Public Transportation. Capital Improvement Projects to support, enhance, and expand public transportation. Projects may include improved access of public recreation areas; incorporate regional transit service and other transit amenities; link into greater transit system and improve timing for connecting routes; create Park & Ride opportunities in the Area which could support multiple programs such as solar projects and EV charging stations. Add new or relocate transit stops for improved usability, improve connections between facilities and pedestrian

infrastructure.

Existing Conditions:

- The City partners with Lincoln County Transit to provide bus route service in Lincoln City. The City's TSP calls for transit service and amenities that encourage a higher level of ridership. There is currently no regular City or County bus route service to the Employment Area on SE 23rd Drive.

B. Economic Development/Land Acquisition

Economic development opportunities for public private partnership within commercial, residential, and mixed-use areas; could include but are not limited to Economic Development Toolbox of incentives for workforce housing, childcare, land acquisition, construction of visitor and educational facilities, business preservation and expansion to increase non-tourism, living-wage jobs.

Existing Conditions:

There is significant undeveloped land in the Area. Much of this land is not contributing to the property tax rolls. Lincoln City's employment lands are located within the Area and development of these lands is essential to help diversify the employment base in Lincoln City and the region. There is also opportunity to provide additional housing options in the Area.

C. Emergency Preparedness, Resiliency and Mitigation

Emergency preparedness and assessment for resiliency, and mitigation capital projects related but not limited to undergrounding pole mounted utilities, water resources, erosion protection, seismic retrofit, stormwater drainage, caches, tsunami evacuation, communication infrastructure, alternate transportation routes, and other projects as identified in Emergency Preparedness planning.

Existing Conditions:

The *Lincoln City Emergency Operations Plan*¹ was adopted in March of 2012 and updated in 2018. As part of this planning, and future planning and updating, capital projects will be warranted to assist in emergency preparedness. Those specific projects are not presently identified, but it is anticipated over the life of this Plan that there will be capital project needs in the future.

D. Parks, Trails, Open Spaces

- Parks. Provide additional parks including but not limited to trailheads, parking, picnic shelters, trash cans, benches, restrooms, and associated capital improvements to support City programming objectives. Park locations and quantity may change based on development patterns, and could include new parks:

¹ City of Lincoln City, Lincoln County, Oregon *Emergency Operations Plan*, Ecology and Environment, Inc., March 2012, with modifications February 2018.

- New park in the vicinity of SE Lee Ave. and SE 27th Street
- New park south of SE 23rd Dr. near the planned employment area
- New park near Agnes Creek Open Space

Existing Conditions:

- These parks do not exist. The *Lincoln City Parks & Recreation System Plan* 2016 identifies the need for additional parks in the Area. (P 38)
- Beach Access. Improvements to include ADA, walkway, and parking upgrades. Features could include facilities such as public restrooms, pedestrian amenities, showers/foot wash, surf racks, and EV charging stations. Increase connectivity to sidewalks, trails, parks, ocean beaches, and natural areas.
 - Beach access at SW 33rd Street
 - Beach access at SW 35th Street
 - Beach access at other locations within the Area, as feasible

Existing Conditions:

Improved access to pathways, sidewalks, trail connections neighborhood and community parks, ocean beaches and natural areas is a component of the *Lincoln City Parks and Recreation System Plan*. There are deficiencies in these connections throughout the Area. (P 60)

- Trails. Complete segments of the Head to Bay Trail within the Area, to provide a multi-modal (non-vehicular) interconnected system from Villages at Cascade Head to the Siletz Bay that allows travel from one end of the city to the other without using Highway 101 wherever possible; could include connections to Oregon Coast Trail system and greater trail connections.
- Open Spaces. Improve access to trails, trail heads and parking for recreation to include wayfinding map and interpretive signage, gateway features, open space forest management, nature play elements, public art and associated capital improvements to support City programming objectives.
 - Spyglass Open Space and other improvements as feasible

Existing Conditions:

Improved access to pathways, sidewalks, trail connections neighborhood and community parks, ocean beaches and natural areas is a component of the *Lincoln City Parks and Recreation System Plan*. There are deficiencies in these connections throughout the Area. (P 60)

Wayfinding Signage is lacking in the Area and is identified in the Transportation System Plan to assist pedestrians and bicyclists in choosing comfortable routes and to help visitors navigate through the city.

E. Public Works/Utilities

- Prepare a properly engineered comprehensive storm drainage systems master plan; within the funding limitations of the Agency, construct needed improvements to adequately drain the Area to

eliminate flooding during periods of storm activity; Clean out, improve and protect the natural drainage courses so that they may function properly in coordination with the built drainage systems; Control earth moving, grading and development of lands which affect the natural and built systems so as to protect the integrity of the drainage system.

Existing Conditions:

The City needs to complete a comprehensive storm drainage plan. Funding from the Urban Renewal Area could contribute to the costs of a City Wide Study.

- Provide Baldy Creek improvements to address flooding, erosion, invasive species, water quality, wildlife habitat, and overall condition of the Baldy Creek Watershed to restore the floodplain and creek health as feasible. Provide improved public access at City-owned parcels adjacent to Baldy Creek in the Nelscott Business Strip and other practical locations in the Area.

Existing Conditions:

Baldy Creek currently experiences flooding, erosion and the presence of invasive species. The public access to the creek needs to be improved. The Nelscott Gap Neighborhood Plan identifies full existing conditions on page 54.

- Public utility improvements to include power, electric, gas, cable and communications within Area. Undergrounding existing pole-mounted utility systems to improve reliability for emergency preparedness, severe weather events, or greater safety in tsunami evacuations zones.

Existing Conditions:

There are no undergrounded utility poles in the Area.

- Improved infrastructure for water and sewer systems in the Area, including:
- Long-range water security and conservation
- Construct a 5 million gallon water reservoir to increase the City's water storage capacity and improve firefighting flows
- Upgrades and extensions of existing lines and pump stations
- Increase capacity and re-build the wetwell for the Nelscott Sanitary Sewer Pump Station
- Other water and sewer projects as feasible

Existing Conditions:

An additional reservoir is needed to increase water storage capacity and improve firefighting flows. As the Area develops, existing lines and pump stations will need to be upgraded to accommodate this growth.

F. Community Connections/Appearance

- Install wayfinding signage to assist pedestrians and bicyclist in choosing

comfortable routes and to help visitors navigate through the city; may include but is not limited to acquiring property and constructing cohesive, branded signage for all transportation modes.

Existing Conditions:

Wayfinding signage is incomplete in the Area. Wayfinding Signage is identified in the Transportation System Plan in order to assist pedestrians and bicyclists in choosing comfortable routes and to help visitors navigate through the city.

- Underground existing pole mounted utilities in areas of maximum visual impact to improve view corridor and increase square footage available for other improvements such as pedestrian improvement/pathway or redevelopment.

Existing Conditions:

Most utility poles in the Area are above ground.

G. Administration

Provide funds to retain the services of City personnel or other independent professionals or organizations for activities such as:

- Community Visioning
- Auditing, annual reports, insurance, bond counsel, and other required administrative costs
- Preparation of financial plans and/or financial analyses of projects and proposals
- Personnel, materials, and other associated administrative costs
- Professional consulting services to refine urban design concepts
- Environmental analyses
- Assisting in the preparation of the annual financial report required by this Plan and ORS 457
- Any other powers granted by ORS 457 in connection with the implementation of this Plan

Existing Conditions:

There is no existing urban renewal area in the Nelscott Area, therefore no ability to collect tax increment revenues. Once this Plan is adopted, a tax increment revenue stream will be established, providing a revenue source to pay for administration in the Area.

IV. THE ESTIMATED TOTAL COST OF EACH PROJECT AND THE SOURCES OF MONEYS TO PAY SUCH COSTS

The cost estimates for Projects are shown in Table 2 below. These are all estimates acknowledging that the Area portions of these project activities must fit within the maximum indebtedness. These costs are shown in year of expenditure (YOE) dollars, which assumes inflation of 3.0% annually.

The Plan assumes that the Agency will use other funds to assist in the completion of the projects within the Area. These sources include but are not limited to City of Lincoln City General Funds, SDCs, local, state and federal grants, and other sources as identified by the Agency. The Agency may pursue regional, county, state, and federal funding, private developer contributions and any other sources of funding that may assist in the implementation of the projects.

The Agency will be able to review and update fund expenditures and allocations on an annual basis when the annual budget is prepared. It is anticipated that the Agency will conduct a Community Vision exercise for the Area that will establish priorities once sufficient funding is available.

Table 2 - Estimated Cost of Each Project

Project Title	Project Cost (YOE\$)	Percentage of Total Project Cost
Economic Development/Land Acquisition	(\$34,832,192)	27.13%
Emergency Preparedness	(\$1,229,900)	0.96%
Parks	(\$13,025,906)	10.14%
Transportation	(\$52,103,616)	40.58%
Utilities	(\$21,709,838)	16.91%
Planning & Community Involvement	(\$706,165)	0.55%
Administration	(\$4,221,831)	3.29%
Financing Fees	(\$582,000)	0.45%
TOTAL:	(\$128,411,448)	100%

Source: City of Lincoln City and Tiberius Solutions

V. FINANCIAL ANALYSIS OF THE PLAN

The estimated tax increment revenues through Fiscal Year End (FYE) 2054 are calculated based on projections of the assessed value within the Area and the consolidated tax rate that will apply in the Area.

The long-term projections for FYE 2025 and beyond assume an annual growth rate of 8.00% for assessed value in the Area. These projections of growth are the basis for the projections in Table 7 through Table 10.

If actual assessed value growth is less than forecast, then it would reduce the financial capacity of the URA to fund projects listed in the Plan over the anticipated duration of the Plan.

Table 4 shows the incremental assessed value, tax rates, and tax increment revenues each year, adjusted for discounts, delinquencies, and truncation loss. The tax rate used in this table reflects a blended rate of the incorporated as they have different tax rates. As properties incorporate, their tax rates will change, and future projections will vary from these original projections.

The first year of tax increment collections is anticipated to be FYE 2025. Gross tax increment financing is calculated by multiplying the tax rate times the assessed value used. The tax rate is per thousand dollars of assessed value, so the calculation is “tax rate times assessed value used divided by one thousand.” The consolidated tax rate includes permanent tax rates only and excludes general obligation bonds and local option levies as they will not be impacted by this Plan.

Figure 3 shows expected TIF revenues over time and the projected tax revenues after termination of the Area.

The tax rates by code area in the Area are shown in Table 3. Those properties that are in unincorporated Lincoln County have different tax rates than those within the city limits.

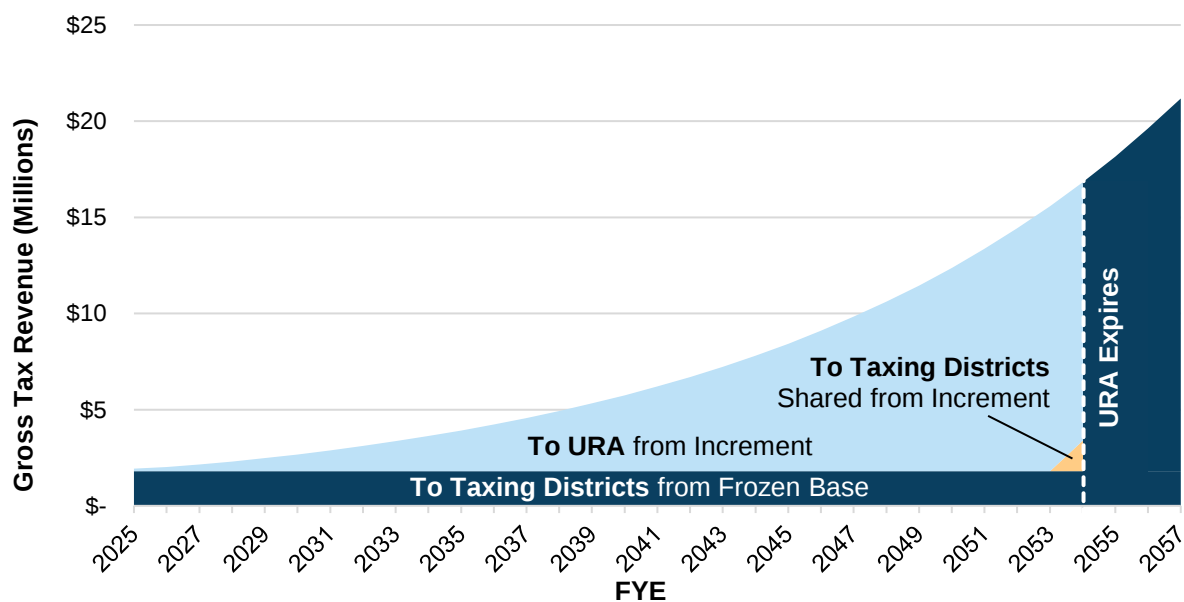
Table 3 – Taxing District Rates

Taxing District	Tax Code 402	Tax Code 414	Tax Code 461	Tax Code 493
Jurisdiction Name	Rate	Rate	Rate	Rate
Lincoln County General	2.8202	2.8202	2.8202	2.8202
Water - Dev Lake Out	0.1280	0.1280		
Lincoln County Extension	0.0451	0.0451	0.0451	0.0451
Lincoln County Animal Services	0.1100	0.1100	0.1100	0.1100
Lincoln County Transport	0.0974	0.0974	0.0974	0.0974
Lincoln Fire & Rescue #1	0.6783			0.6783
North Lincoln Health	0.5184	0.5184	0.5184	0.5184
City of Lincoln City	4.0996	4.0996	-	-
Lincoln County Library			0.2465	0.2465
Lincoln County School	4.9092	4.9092	4.9092	4.9092
ESD Linn-Benton	0.3049	0.3049	0.3049	0.3049
Oregon Coast Comm. College	0.1757	0.1757	0.1757	0.1757
TOTAL:	13.8868	13.2085	9.2274	9.9057

Source: Lincoln County Assessor and Tiberius Solutions

Table 4 shows the incremental assessed value, tax rates and tax increment revenues each year, adjusted for discounts, and delinquencies, truncation loss, and receipt of delinquent taxes from prior years. The projections assume an annual growth rate of 3.0% for assessed value in the Area plus expected new growth in assessed value over the life of the Area. Figure 2 shows expected TIF revenues over time, the expected revenue sharing and the projected tax revenues after termination of the Area.

Figure 2 - TIF Projections over Time



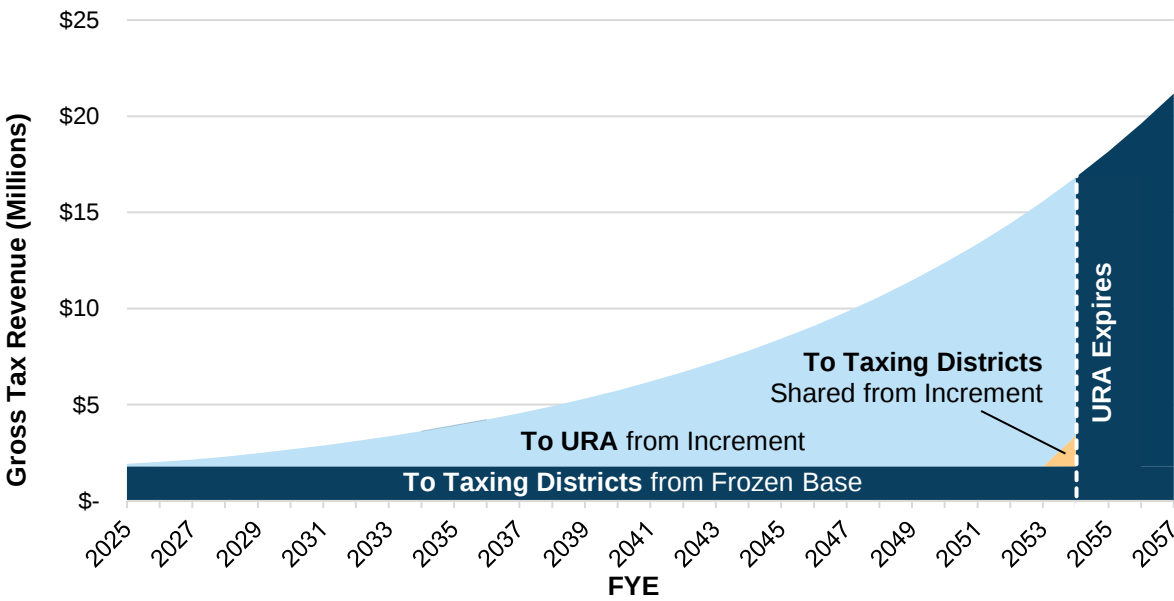
Source: Tiberius Solutions

Table 4 - Projected Incremental Assessed Value, Tax Rates, and Tax Increment Revenues

FYE	Total AV	Frozen Base AV	Increment Applied	Increment Shared	Tax Rate	Gross TIF	Adjustments	Current Year Net	Prior Year Net	Total TIF
2025	138,982,780	129,762,619	9,220,161	-	13.8681	127,866	(6,393)	121,473	-	121,473
2026	145,892,911	129,762,619	16,130,292	-	13.8705	223,735	(11,187)	212,548	1,822	214,371
2027	154,586,218	129,762,619	24,823,599	-	13.8725	344,364	(17,218)	327,146	3,188	330,334
2028	165,324,486	129,762,619	35,561,867	-	13.8741	493,389	(24,669)	468,719	4,907	473,627
2029	178,443,882	129,762,619	48,681,263	-	13.8755	675,477	(33,774)	641,703	7,031	648,734
2030	192,609,632	129,762,619	62,847,013	-	13.8764	872,092	(43,605)	828,488	9,626	838,113
2031	207,905,351	129,762,619	78,142,732	-	13.8771	1,084,396	(54,220)	1,030,176	12,427	1,042,604
2032	224,421,334	129,762,619	94,658,715	-	13.8777	1,313,643	(65,682)	1,247,960	15,453	1,263,413
2033	242,255,103	129,762,619	112,492,484	-	13.8781	1,561,185	(78,059)	1,483,126	18,719	1,501,846
2034	261,511,976	129,762,619	131,749,357	-	13.8785	1,828,488	(91,424)	1,737,063	22,247	1,759,310
2035	282,305,692	129,762,619	152,543,073	-	13.8789	2,117,128	(105,856)	2,011,272	26,056	2,037,328
2036	304,759,089	129,762,619	174,996,470	-	13.8792	2,428,813	(121,441)	2,307,372	30,169	2,337,541
2037	329,004,824	129,762,619	199,242,205	-	13.8795	2,765,383	(138,269)	2,627,114	34,611	2,661,725
2038	355,186,169	129,762,619	225,423,550	-	13.8798	3,128,830	(156,441)	2,972,388	39,407	3,011,795
2039	383,457,850	129,762,619	253,695,231	-	13.8800	3,521,300	(176,065)	3,345,235	44,586	3,389,821
2040	413,986,968	129,762,619	284,224,349	-	13.8803	3,945,116	(197,256)	3,747,860	50,179	3,798,038
2041	446,953,992	129,762,619	317,191,373	-	13.8805	4,402,782	(220,139)	4,182,642	56,218	4,238,860
2042	482,553,819	129,762,619	352,791,200	-	13.8807	4,897,004	(244,850)	4,652,154	62,740	4,714,894
2043	520,996,938	129,762,619	391,234,319	-	13.8810	5,430,707	(271,535)	5,159,172	69,782	5,228,954
2044	562,510,671	129,762,619	432,748,052	-	13.8812	6,007,046	(300,352)	5,706,694	77,388	5,784,082
2045	607,340,522	129,762,619	477,577,903	-	13.8814	6,629,431	(331,472)	6,297,960	85,600	6,383,560
2046	655,751,631	129,762,619	525,989,012	-	13.8816	7,301,544	(365,077)	6,936,467	94,469	7,030,936
2047	708,030,345	129,762,619	578,267,726	-	13.8817	8,027,360	(401,368)	7,625,992	104,047	7,730,039
2048	764,485,912	129,762,619	634,723,293	-	13.8819	8,811,174	(440,559)	8,370,615	114,390	8,485,005
2049	825,452,321	129,762,619	695,689,702	-	13.8821	9,657,624	(482,881)	9,174,743	125,559	9,300,302
2050	891,290,268	129,762,619	761,527,649	-	13.8823	10,571,719	(528,586)	10,043,133	137,621	10,180,755
2051	962,389,303	129,762,619	832,626,684	-	13.8824	11,558,868	(577,943)	10,980,925	150,647	11,131,572
2052	1,039,170,135	129,762,619	909,407,516	-	13.8826	12,624,914	(631,246)	11,993,668	164,714	12,158,382
2053	1,122,087,126	129,762,619	992,324,507	-	13.8827	13,776,165	(688,808)	13,087,357	179,905	13,267,262
2054	1,211,630,975	129,762,619	967,869,787	113,998,569	13.8829	13,436,809	(671,840)	12,764,969	196,310	12,961,279
TOTAL:						149,564,352	(7,478,215)	142,086,134	1,939,818	144,025,955

Source: Tiberius Solutions

Figure 3 - TIF Projections over Time



Source: Tiberius Solutions

VI. THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED

Table 5 shows a summary of the financial capacity of the Area, including how the total TIF revenue translates to the ability to fund projects in constant FYE 2023 dollars in five-year increments. The Plan is structured to complete all projects and have sufficient tax increment finance revenue to terminate the Area in FYE 2054, a 30-year duration for the Plan. The time frame of the Plan is not absolute; it may vary depending on the actual ability to meet the maximum indebtedness. If the economy is slower, it may take longer; if the economy is more robust than the projections, it may take a shorter time period. These assumptions show one scenario for financing and that this scenario is financially feasible.

The maximum indebtedness is \$129,000,000 (One Hundred Twenty-Nine Million). The estimated total amount of tax increment revenues required to service the maximum indebtedness of \$129,000,000 is \$144,025,953 and is from permanent rate tax levies. The increase over the maximum indebtedness is due to the projected cost of the interest on borrowings (loans).

Table 7 through Table 10, show more detailed tables on the allocation of tax revenues over time.

Table 5 - TIF Capacity of the Area (rounded)

Net TIF	\$144,000,000
Maximum Indebtedness	\$129,000,000
Capacity (2023\$)	\$68,700,000
Years 1-5	\$1,500,000
Years 6-10	\$8,300,000
Years 11-15	\$11,200,000
Years 16-20	\$13,500,000
Years 21-25	\$13,100,000
Years 26-30	\$21,100,000

Source: Tiberius Solutions

The financial analysis projects when borrowings might occur as identified in Table 6. The Agency may decide to complete borrowings at different times or for different amounts, depending on their analysis at the time. The table below summarizes the principal amounts of the projected borrowings for the Area. The total amounts, including interest, are shown in the second column of Table 11. There may be opportunities for the City/Agency to accelerate the timing of financial capacity in the early years. For example, the City/Agency may find lenders willing to offer more attractive terms, such as lower interest rates, lower required minimum debt service coverage ratios, or a longer amortization period. Additionally, the City/Agency could explore short-term, interim financing strategies, such as a line of credit with interest only payments. Any line of credit would need to be repaid in full after an agreed upon term, most likely through a longer-term borrowing like the ones shown in this analysis. The success of these financial strategies will depend upon market conditions, and the specific terms and conditions that lenders are willing to offer to the City/Agency.

Table 6 - Estimated Borrowings and Amounts

	Loan A	Loan B	Loan C
Principal Amount	\$ 6,900,000	\$ 10,000,000	\$ 12,200,000
Interest Rate	5.00%	5.00%	5.00%
Loan Term	20	20	15
Loan Year	2030	2035	2040
Interest Payment Start	2030	2035	2040

Source: Tiberius Solution

Table 7 - Tax Increment Revenues and Allocations to Debt Service, Page 1

	Total	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030	FYE 2031
Resources								
Beginning Balance		-	-	-	-	-	-	-
TIF: Current Year	142,086,135	121,473	212,548	327,146	468,719	641,703	828,488	1,030,176
TIF: Prior Years	1,939,818	-	1,822	3,188	4,907	7,031	9,626	12,427
Total Resources	144,025,953	121,473	214,371	330,334	473,627	648,734	838,113	1,042,604
Expenditures								
Debt Service								
Scheduled Payments								
Loan A	(11,073,477)	-	-	-	-	-	(553,674)	(553,674)
Loan B	(16,048,517)	-	-	-	-	-	-	-
Loan C	(17,630,639)	-	-	-	-	-	-	-
Total Debt Service, Scheduled Only	(44,752,633)	-	-	-	-	-	(553,674)	(553,674)
Total Debt Service	(44,752,633)	-	-	-	-	-	(553,674)	(553,674)
Debt Service Coverage Ratio		-	-	-	-	-	1.51	1.88
Transfer to URA Projects Fund	(99,273,320)	(121,473)	(214,371)	(330,334)	(473,627)	(648,734)	(284,439)	(488,930)
Total Expenditures	(144,025,953)	(121,473)	(214,371)	(330,334)	(473,627)	(648,734)	(838,113)	(1,042,604)
Ending Balance		-	-	-	-	-	-	-

Source: Tiberius Solutions

Table 8 - Tax Increment Revenues and Allocations to Debt Service, Page 2

	FYE 2032	FYE 2033	FYE 2034	FYE 2035	FYE 2036	FYE 2037	FYE 2038	FYE 2039
Resources								
Beginning Balance	-	-	-	-	-	-	-	-
TIF: Current Year	1,247,960	1,483,126	1,737,063	2,011,272	2,307,372	2,627,114	2,972,388	3,345,235
TIF: Prior Years	15,453	18,719	22,247	26,056	30,169	34,611	39,407	44,586
Total Resources	1,263,413	1,501,846	1,759,310	2,037,328	2,337,541	2,661,725	3,011,795	3,389,821
Expenditures								
Debt Service								
Scheduled Payments								
Loan A	(553,674)	(553,674)	(553,674)	(553,674)	(553,674)	(553,674)	(553,674)	(553,674)
Loan B	-	-	-	(802,426)	(802,426)	(802,426)	(802,426)	(802,426)
Loan C	-	-	-	-	-	-	-	-
Total Debt Service, Scheduled Only	(553,674)	(553,674)	(553,674)	(1,356,100)	(1,356,100)	(1,356,100)	(1,356,100)	(1,356,100)
Total Debt Service	(553,674)	(553,674)	(553,674)	(1,356,100)	(1,356,100)	(1,356,100)	(1,356,100)	(1,356,100)
Debt Service Coverage Ratio	2.28	2.71	3.18	1.50	1.72	1.96	2.22	2.50
Transfer to URA Projects Fund	(709,739)	(948,172)	(1,205,636)	(681,228)	(981,441)	(1,305,625)	(1,655,695)	(2,033,721)
Total Expenditures	(1,263,413)	(1,501,846)	(1,759,310)	(2,037,328)	(2,337,541)	(2,661,725)	(3,011,795)	(3,389,821)
Ending Balance	-	-	-	-	-	-	-	-

Source: Tiberius Solutions

Table 9 - Tax Increment Revenues and Allocations to Debt Service, Page 3

	FYE 2040	FYE 2041	FYE 2042	FYE 2043	FYE 2044	FYE 2045	FYE 2046	FYE 2047
Resources								
Beginning Balance	-	-	-	-	-	-	-	-
TIF: Current Year	3,747,860	4,182,642	4,652,154	5,159,172	5,706,694	6,297,960	6,936,467	7,625,992
TIF: Prior Years	50,179	56,218	62,740	69,782	77,388	85,600	94,469	104,047
Total Resources	3,798,038	4,238,860	4,714,894	5,228,954	5,784,082	6,383,560	7,030,936	7,730,039
Expenditures								
Debt Service								
Scheduled Payments								
Loan A	(553,674)	(553,674)	(553,674)	(553,674)	(553,674)	(553,674)	(553,674)	(553,674)
Loan B	(802,426)	(802,426)	(802,426)	(802,426)	(802,426)	(802,426)	(802,426)	(802,426)
Loan C	(1,175,376)	(1,175,376)	(1,175,376)	(1,175,376)	(1,175,376)	(1,175,376)	(1,175,376)	(1,175,376)
Total Debt Service, Scheduled Only	(2,531,476)	(2,531,476)	(2,531,476)	(2,531,476)	(2,531,476)	(2,531,476)	(2,531,476)	(2,531,476)
Total Debt Service	(2,531,476)	(2,531,476)	(2,531,476)	(2,531,476)	(2,531,476)	(2,531,476)	(2,531,476)	(2,531,476)
Debt Service Coverage Ratio	1.50	1.67	1.86	2.07	2.28	2.52	2.78	3.05
Transfer to URA Projects Fund	(1,266,563)	(1,707,385)	(2,183,418)	(2,697,478)	(3,252,606)	(3,852,085)	(4,499,460)	(5,198,563)
Total Expenditures	(3,798,038)	(4,238,860)	(4,714,894)	(5,228,954)	(5,784,082)	(6,383,560)	(7,030,936)	(7,730,039)
Ending Balance	-	-	-	-	-	-	-	-

Source: Tiberius Solutions

Table 10 - Tax Increment Revenues and Allocations to Debt Service, Page 4

	FYE 2048	FYE 2049	FYE 2050	FYE 2051	FYE 2052	FYE 2053	FYE 2054
Resources							
Beginning Balance	-	-	-	-	-	-	-
TIF: Current Year	8,370,615	9,174,743	10,043,133	10,980,925	11,993,668	13,087,357	12,764,969
TIF: Prior Years	114,390	125,559	137,621	150,647	164,714	179,905	196,310
Total Resources	8,485,005	9,300,302	10,180,755	11,131,572	12,158,382	13,267,262	12,961,279
Expenditures							
Debt Service							
Scheduled Payments							
Loan A	(553,674)	(553,674)	-	-	-	-	-
Loan B	(802,426)	(802,426)	(802,426)	(802,426)	(802,426)	(802,426)	(802,426)
Loan C	(1,175,376)	(1,175,376)	(1,175,376)	(1,175,376)	(1,175,376)	(1,175,376)	(1,175,376)
Total Debt Service, Scheduled Only	(2,531,476)	(2,531,476)	(1,977,802)	(1,977,802)	(1,977,802)	(1,977,802)	(1,977,802)
Total Debt Service	(2,531,476)	(2,531,476)	(1,977,802)	(1,977,802)	(1,977,802)	(1,977,802)	(1,977,802)
Debt Service Coverage Ratio	3.35	3.67	5.15	5.63	6.15	6.71	6.55
Transfer to URA Projects Fund	(5,953,530)	(6,768,827)	(8,202,953)	(9,153,770)	(10,180,580)	(11,289,460)	(10,983,477)
Total Expenditures	(8,485,005)	(9,300,302)	(10,180,755)	(11,131,572)	(12,158,382)	(13,267,262)	(12,961,279)
Ending Balance	-	-	-	-	-	-	-

Source: Tiberius Solutions

VII. THE ANTICIPATED COMPLETION DATE FOR EACH PROJECT

The schedule for construction of projects will be based on the availability of funding. The projects will be ongoing and will be completed as directed by the Agency. Annual expenditures for program administration are also shown. These are predicated on the fact that urban renewal activities will start off slowly in the beginning years and increase in the later years of the Area.

The Area is anticipated to complete all projects and have sufficient tax increment finance revenue to terminate the Area in FYE 2054, a 30-year program.

The amount of money available for projects in 2023 constant dollars for the Area is approximately \$68,677,657. See Table 2 for the individual project analysis. This \$68,677,657 is calculated by disinflating the maximum indebtedness (MI) to constant 2023 dollars. Constant year dollars are useful to the Agency during the project funding allocation because estimates for the projects do not typically account for the impact of inflation regarding the year the project is pursued. Constant dollars allow for a simple and direct representation of project funding allocations.

Table 11 through Table 14 are in year-of-expenditure dollars, which are adjusted by 3.00% annually to account for inflation. The year of expenditure total cost is projected to be \$128,411,448.

The 3.00% inflation rate is the rate to use in the future if any amendment to increase maximum indebtedness is pursued in accordance with ORS 457.470.

The Agency may change the completion dates in their annual budgeting process or as project decisions are made in administering the Plan. The following tables are prepared to show that the Area is financially feasible as required by ORS 457. It assumes completion of projects as funding becomes available. If the City can jumpstart the Area by providing alternative funding sources which are repaid when tax increment revenues are available, or if other outside funding sources are secured, including but not limited to, developer contributions, the timing on projects can be moved up.

Table 11 - Programs and Costs in Year of Expenditure Dollars, Page 1

	Total	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030	FYE 2031
Resources								
Beginning Balance		-	10,078	27,811	43,144	76,451	122,546	50,527
Interest Earnings	38,128	-	50	139	216	382	613	253
Transfer from TIF Fund	99,273,320	121,473	214,371	330,334	473,627	648,734	284,439	488,930
Bond/Loan Proceeds	29,100,000	-	-	-	-	-	6,900,000	-
Total Resources	128,411,448	121,473	224,498	358,285	516,986	725,567	7,307,598	539,710
Expenditures (YOE \$)								
Economic Development/Land Acquisition	(34,832,192)	(106,090)	(191,223)	(309,513)	(434,738)	(477,640)	(245,980)	(506,720)
Emergency Preparedness	(1,229,900)	-	-	-	-	-	(1,229,900)	-
Parks	(13,025,906)	-	-	-	-	-	(845,556)	-
Transportation	(52,103,616)	-	-	-	-	-	(3,382,225)	-
Utilities	(21,709,838)	-	-	-	-	-	(1,409,260)	-
Planning & Community Involvement	(706,165)	-	-	-	-	(119,410)	-	-
Administration	(4,221,831)	(5,305)	(5,464)	(5,628)	(5,797)	(5,971)	(6,150)	(6,334)
Financing Fees	(582,000)	-	-	-	-	-	(138,000)	-
Total Expenditures	(128,411,448)	(111,395)	(196,687)	(315,141)	(440,535)	(603,021)	(7,257,071)	(513,054)
Ending Balance		10,078	27,811	43,144	76,451	122,546	50,527	26,656

Source: Tiberius Solutions

Table 12 - Programs and Costs in Year of Expenditure Dollars, Page 2

	FYE 2032	FYE 2033	FYE 2034	FYE 2035	FYE 2036	FYE 2037	FYE 2038	FYE 2039
Resources								
Beginning Balance	26,656	77,604	213,104	236,315	6,965	99,998	339,740	275,544
Interest Earnings	133	388	1,066	1,182	35	500	1,699	1,378
Transfer from TIF Fund	709,739	948,172	1,205,636	681,228	981,441	1,305,625	1,655,695	2,033,721
Bond/Loan Proceeds	-	-	-	10,000,000	-	-	-	-
Total Resources	736,528	1,026,164	1,419,806	10,918,725	988,441	1,406,123	1,997,134	2,310,644
Expenditures (YOE \$)								
Economic Development/Land Acquisition	(652,400)	(806,340)	(692,100)	(106,928)	(734,250)	(907,560)	(1,558,000)	(1,444,230)
Emergency Preparedness	-	-	-	-	-	-	-	-
Parks	-	-	-	(1,568,270)	-	-	-	-
Transportation	-	-	-	(6,273,080)	-	-	-	-
Utilities	-	-	-	(2,613,783)	-	-	-	-
Planning & Community Involvement	-	-	(346,050)	-	-	-	-	(240,705)
Administration	(6,524)	(6,720)	(145,341)	(149,699)	(154,193)	(158,823)	(163,590)	(168,494)
Financing Fees	-	-	-	(200,000)	-	-	-	-
Total Expenditures	(658,924)	(813,060)	(1,183,491)	(10,911,760)	(888,443)	(1,066,383)	(1,721,590)	(1,853,429)
Ending Balance	77,604	213,104	236,315	6,965	99,998	339,740	275,544	457,215

Source: Tiberius Solutions

Table 13 - Programs and Costs in Year of Expenditure Dollars, Page 3

	FYE 2040	FYE 2041	FYE 2042	FYE 2043	FYE 2044	FYE 2045	FYE 2046	FYE 2047
Resources								
Beginning Balance	457,215	93,292	260,471	507,573	670,019	754,163	1,151,457	1,304,887
Interest Earnings	2,286	466	1,302	2,538	3,350	3,771	5,757	6,524
Transfer from TIF Fund	1,266,563	1,707,385	2,183,418	2,697,478	3,252,606	3,852,085	4,499,460	5,198,563
Bond/Loan Proceeds	12,200,000	-	-	-	-	-	-	-
Total Resources	13,926,063	1,801,143	2,445,191	3,207,590	3,925,975	4,610,018	5,656,675	6,509,974
Expenditures (YOE \$)								
Economic Development/Land Acquisition	(1,156,960)	(1,361,920)	(1,753,500)	(2,347,930)	(2,976,480)	(3,257,370)	(4,144,560)	(4,472,160)
Emergency Preparedness	-	-	-	-	-	-	-	-
Parks	(1,838,740)	-	-	-	-	-	-	(254,100)
Transportation	(7,354,960)	-	-	-	-	-	-	(1,016,400)
Utilities	(3,064,567)	-	-	-	-	-	-	(423,499)
Planning & Community Involvement	-	-	-	-	-	-	-	-
Administration	(173,544)	(178,752)	(184,118)	(189,641)	(195,332)	(201,191)	(207,228)	(213,444)
Financing Fees	(244,000)	-	-	-	-	-	-	-
Total Expenditures	(13,832,771)	(1,540,672)	(1,937,618)	(2,537,571)	(3,171,812)	(3,458,561)	(4,351,788)	(6,379,603)
Ending Balance	93,292	260,471	507,573	670,019	754,163	1,151,457	1,304,887	130,371

Source: Tiberius Solutions

Table 14 - Programs and Costs in Year of Expenditure Dollars, Page 4

	FYE 2048	FYE 2049	FYE 2050	FYE 2051	FYE 2052	FYE 2053	FYE 2054
Resources							
Beginning Balance	130,371	106,753	179,870	5,718	149,004	67,772	180,315
Interest Earnings	652	534	899	29	745	339	902
Transfer from TIF Fund	5,953,530	6,768,827	8,202,953	9,153,770	10,180,580	11,289,460	10,983,477
Bond/Loan Proceeds	-	-					
Total Resources	6,084,553	6,876,113	8,383,722	9,159,517	10,330,330	11,357,571	11,164,694
Expenditures (YOE \$)							
Economic Development/Land Acquisition	(4,187,600)	-	-	-	-	-	-
Emergency Preparedness	-	-	-	-	-	-	-
Parks	(235,553)	(970,470)	(1,221,715)	(1,315,543)	(1,502,269)	(1,638,360)	(1,635,330)
Transportation	(942,210)	(3,881,880)	(4,886,860)	(5,262,170)	(6,009,075)	(6,553,440)	(6,541,316)
Utilities	(392,588)	(1,617,450)	(2,036,192)	(2,192,570)	(2,503,781)	(2,730,600)	(2,725,548)
Planning & Community Involvement	-	-	-	-	-	-	-
Administration	(219,849)	(226,443)	(233,237)	(240,230)	(247,433)	(254,856)	(262,500)
Financing Fees	-	-	-	-	-	-	-
Total Expenditures	(5,977,800)	(6,696,243)	(8,378,004)	(9,010,513)	(10,262,558)	(11,177,256)	(11,164,694)
Ending Balance	106,753	179,870	5,718	149,004	67,772	180,315	-

Source: Tiberius Solutions

VIII. REVENUE SHARING

Mandatory revenue sharing is defined in ORS 457.470. The statute identifies certain thresholds where the impacted taxing jurisdictions will receive a share of the incremental growth in the Area. The first threshold is when annual tax increment finance revenues exceed 10% of the original maximum indebtedness of the Plan (10% of \$129,000,000 is \$12,900,000). In the year after reaching the 10% threshold, the Agency will receive the full 10% of the initial maximum indebtedness plus 25% of the increment above the 10% threshold, and the taxing jurisdictions will receive 75% of the increment above the 10% threshold. The threshold is not projected to be met in the Plan. If actual assessed value growth is higher than projected, revenue sharing could be realized.

The second threshold is when annual tax increment finance revenues exceed 12.5% of the maximum indebtedness (\$16,125,000). If this threshold is met, revenue for the Area would be capped at 12.5% of the maximum indebtedness, with all additional tax revenue being shared with affected taxing districts. This threshold is not projected to be met.

IX. IMPACT OF THE TAX INCREMENT FINANCING

This section describes the impact of tax increment financing of the maximum indebtedness, both until and after the indebtedness is repaid, upon all entities levying taxes upon property in the Area.

The impact of tax increment financing on overlapping taxing districts consists primarily of the property tax revenues foregone on permanent rate levies as applied to the growth in assessed value in the Area. These projections are for impacts estimated through FYE 2054 and are shown in Table 15 and Table 16. Table 16 shows the general government levies, and Table 17 shows the education levies.

The Lincoln County School District and the Linn-Benton-Lincoln Education Service District are not *directly* affected by the tax increment financing, but the amounts of their taxes divided for the Plan are shown in the following tables. Under current school funding law, property tax revenues are combined with State School Fund revenues to achieve per-student funding targets. Under this system, property taxes foregone, due to the use of tax increment financing, are substantially replaced with State School Fund revenues, as determined by a funding formula at the state level.

Table 15 - Projected Impact on Taxing District Permanent Rate Levies - General Government

FYE	Lincoln County General	Water - Dev Lake Out	Lincoln County Extension	Lincoln Co. Animal Services	Lincoln County Transport	Lincoln Fire & Rescue #1	North Lincoln Health	City of Lincoln City	Lincoln County Library	Subtotal General Government
2025	(24,703)	(1,118)	(395)	(964)	(853)	(5,881)	(4,541)	(35,803)	(6)	(74,263)
2026	(43,587)	(1,973)	(697)	(1,700)	(1,505)	(10,390)	(8,012)	(63,196)	(10)	(131,070)
2027	(67,155)	(3,041)	(1,074)	(2,619)	(2,319)	(16,025)	(12,344)	(97,399)	(13)	(201,991)
2028	(96,275)	(4,361)	(1,540)	(3,755)	(3,325)	(22,995)	(17,697)	(139,668)	(17)	(289,632)
2029	(131,856)	(5,974)	(2,109)	(5,143)	(4,554)	(31,517)	(24,237)	(191,329)	(21)	(396,739)
2030	(170,335)	(7,718)	(2,724)	(6,644)	(5,883)	(40,736)	(31,311)	(247,202)	(24)	(512,578)
2031	(211,885)	(9,602)	(3,388)	(8,264)	(7,318)	(50,692)	(38,948)	(307,535)	(28)	(637,662)
2032	(256,749)	(11,636)	(4,106)	(10,014)	(8,867)	(61,444)	(47,195)	(372,685)	(32)	(772,729)
2033	(305,193)	(13,833)	(4,881)	(11,904)	(10,540)	(73,056)	(56,100)	(443,036)	(37)	(918,579)
2034	(357,502)	(16,205)	(5,717)	(13,944)	(12,347)	(85,597)	(65,715)	(519,005)	(41)	(1,076,073)
2035	(413,987)	(18,766)	(6,620)	(16,147)	(14,298)	(99,140)	(76,098)	(601,040)	(45)	(1,246,141)
2036	(474,979)	(21,532)	(7,596)	(18,526)	(16,404)	(113,766)	(87,309)	(689,626)	(50)	(1,429,789)
2037	(540,840)	(24,519)	(8,649)	(21,095)	(18,679)	(129,562)	(99,416)	(785,288)	(55)	(1,628,102)
2038	(611,960)	(27,744)	(9,786)	(23,869)	(21,135)	(146,622)	(112,488)	(888,590)	(59)	(1,842,254)
2039	(688,757)	(31,227)	(11,014)	(26,865)	(23,787)	(165,045)	(126,605)	(1,000,144)	(64)	(2,073,509)
2040	(771,687)	(34,988)	(12,341)	(30,099)	(26,651)	(184,943)	(141,849)	(1,120,610)	(70)	(2,323,237)
2041	(861,238)	(39,050)	(13,773)	(33,592)	(29,744)	(206,431)	(158,310)	(1,250,699)	(75)	(2,592,912)
2042	(957,942)	(43,436)	(15,319)	(37,364)	(33,084)	(229,638)	(176,086)	(1,391,182)	(80)	(2,884,132)
2043	(1,062,369)	(48,173)	(16,989)	(41,437)	(36,691)	(254,701)	(195,281)	(1,542,890)	(86)	(3,198,617)
2044	(1,175,137)	(53,288)	(18,793)	(45,835)	(40,585)	(281,769)	(216,010)	(1,706,720)	(92)	(3,538,229)
2045	(1,296,913)	(58,812)	(20,740)	(50,585)	(44,791)	(311,001)	(238,394)	(1,883,642)	(98)	(3,904,976)
2046	(1,428,417)	(64,777)	(22,843)	(55,714)	(49,333)	(342,572)	(262,567)	(2,074,701)	(104)	(4,301,029)
2047	(1,570,427)	(71,220)	(25,114)	(61,253)	(54,237)	(376,668)	(288,671)	(2,281,030)	(110)	(4,728,730)
2048	(1,723,784)	(78,177)	(27,566)	(67,235)	(59,534)	(413,490)	(316,860)	(2,503,849)	(117)	(5,190,612)
2049	(1,889,393)	(85,690)	(30,215)	(73,695)	(65,253)	(453,258)	(347,302)	(2,744,477)	(123)	(5,689,406)
2050	(2,068,236)	(93,803)	(33,075)	(80,670)	(71,430)	(496,207)	(380,176)	(3,004,338)	(130)	(6,228,065)
2051	(2,261,369)	(102,565)	(36,163)	(88,203)	(78,100)	(542,591)	(415,678)	(3,284,969)	(137)	(6,809,776)
2052	(2,469,937)	(112,028)	(39,499)	(96,338)	(85,303)	(592,686)	(454,016)	(3,588,033)	(145)	(7,437,984)
2053	(2,695,173)	(122,246)	(43,101)	(105,123)	(93,082)	(646,787)	(495,418)	(3,915,324)	(152)	(8,116,406)
2054	(2,632,986)	(119,429)	(42,106)	(102,698)	(90,934)	(631,914)	(483,987)	(3,825,073)	(143)	(7,929,271)
TOTAL:	(29,260,771)	(1,326,931)	(467,933)	(1,141,294)	(1,010,566)	(7,017,123)	(5,378,621)	(42,499,083)	(2164)	(88,104,493)

Source: Tiberius Solutions

Table 16 - Projected Impact on Taxing District Permanent Rate Levies – Education

FYE	Lincoln County School	ESD Linn-Benton	Oregon Coast Comm. College	Subtotal Education	TOTAL:
2025	(43,000)	(2,671)	(1,539)	(47,210)	(121,473)
2026	(75,873)	(4,712)	(2,715)	(83,300)	(214,371)
2027	(116,899)	(7,260)	(4,184)	(128,343)	(330,335)
2028	(167,588)	(10,409)	(5,998)	(183,994)	(473,627)
2029	(229,525)	(14,255)	(8,215)	(251,994)	(648,734)
2030	(296,508)	(18,415)	(10,612)	(325,535)	(838,113)
2031	(368,834)	(22,908)	(13,201)	(404,942)	(1,042,604)
2032	(446,930)	(27,758)	(15,996)	(490,684)	(1,263,413)
2033	(531,258)	(32,995)	(19,014)	(583,267)	(1,501,846)
2034	(622,314)	(38,651)	(22,273)	(683,237)	(1,759,310)
2035	(720,638)	(44,757)	(25,792)	(791,187)	(2,037,328)
2036	(826,809)	(51,351)	(29,591)	(907,752)	(2,337,541)
2037	(941,456)	(58,472)	(33,695)	(1,033,622)	(2,661,725)
2038	(1,065,255)	(66,161)	(38,125)	(1,169,541)	(3,011,795)
2039	(1,198,938)	(74,464)	(42,910)	(1,316,312)	(3,389,821)
2040	(1,343,296)	(83,429)	(48,077)	(1,474,802)	(3,798,038)
2041	(1,499,181)	(93,111)	(53,656)	(1,645,948)	(4,238,860)
2042	(1,667,516)	(103,566)	(59,680)	(1,830,762)	(4,714,894)
2043	(1,849,295)	(114,856)	(66,186)	(2,030,337)	(5,228,954)
2044	(2,045,594)	(127,047)	(73,212)	(2,245,853)	(5,784,082)
2045	(2,257,573)	(140,213)	(80,798)	(2,478,584)	(6,383,560)
2046	(2,486,485)	(154,430)	(88,991)	(2,729,907)	(7,030,936)
2047	(2,733,686)	(169,783)	(97,838)	(3,001,308)	(7,730,039)
2048	(3,000,638)	(186,363)	(107,393)	(3,294,394)	(8,485,005)
2049	(3,288,919)	(204,268)	(117,710)	(3,610,897)	(9,300,302)
2050	(3,600,235)	(223,603)	(128,852)	(3,952,690)	(10,180,755)
2051	(3,936,428)	(244,483)	(140,885)	(4,321,796)	(11,131,572)
2052	(4,299,488)	(267,032)	(153,878)	(4,720,398)	(12,158,382)
2053	(4,691,562)	(291,383)	(167,911)	(5,150,856)	(13,267,262)
2054	(4,583,312)	(284,660)	(164,037)	(5,032,008)	(12,961,279)
TOTAL:	(50,935,033)	(3,163,466)	(1,822,964)	(55,921,460)	(144,025,956)

Source: Tiberius Solutions Please refer to the explanation of the schools funding in the preceding section

Table 17 shows the projected increased revenue to the taxing jurisdictions after tax increment proceeds are projected to be terminated. These projections are for FYE 2055.

The Frozen Base is the assessed value of the Area established by the county assessor at the time the Area is established. Excess Value is the increased assessed value in the Area above the Frozen Base. The Frozen Base indicated in the table below is the consultant's estimate. It is expected the number may vary slightly as the assessor determines the Frozen Base after the Area is established.

Table 17 - Additional Revenues Obtained after Termination of Tax Increment Financing, FYE 2055.

Taxing District	Type	Tax Rate	From Frozen Base	From Excess Value	Total
General Government					
Lincoln County General	Permanent	2.8202	365,956	3,323,800	3,689,756
Water - Dev Lake Out	Permanent	0.1280	16,552	150,766	167,318
Lincoln County Extension	Permanent	0.0451	5,852	53,154	59,006
Lincoln County Animal Services	Permanent	0.1100	14,274	129,643	143,917
Lincoln County Transport	Permanent	0.0974	12,638	114,793	127,431
Lincoln Fire & Rescue #1	Permanent	0.6783	86,969	797,771	884,740
North Lincoln Health	Permanent	0.5184	67,269	610,971	678,240
City of Lincoln City	Permanent	4.0996	530,135	4,828,763	5,358,898
Lincoln County Library	Permanent	0.2465	111	174	285
Subtotal General Government		8.7435	1,099,756	10,009,835	11,109,591
Education					
Lincoln County School	Permanent	4.9092	637,030	5,785,830	6,422,860
ESD Linn-Benton	Permanent	0.3049	39,565	359,345	398,910
Oregon Coast Comm. College	Permanent	0.1757	22,798	207,075	229,873
Subtotal Education		5.3898	699,393	6,352,250	7,051,643
TOTAL:		14.1333	1,799,149	16,362,085	18,161,234

Source: Tiberius Solutions

X. COMPLIANCE WITH STATUTORY LIMITS ON ASSESSED VALUE AND SIZE OF URBAN RENEWAL AND TIF AREAS

State law limits the percentage of both a municipality's total assessed value and the total land area that can be contained in a TIF area at the time of its establishment to 25% for municipalities under 50,000 in population. As of the adoption of this Plan, there is an existing urban renewal area in Lincoln City, the Roads End/Villages at Cascade Head Area.

The total assessed value of the City of Lincoln City as of FYE 2022 is \$2,104,578,530. The "excess value" used in the Roads End/Villages at Cascade Area is \$25,550,059. The amount on which the 25% is applied is \$2,079,028,471. (total assessed value minus excess value)

As noted below, the Frozen Base (assumed to be FYE 2022 values), including all real, personal, manufactured, and utility properties in the Nelscott Area, is projected to be \$129,762,619. The Lincoln County Assessor will set the Frozen Base once the Plan is adopted. The percentage of assessed value of TIF areas in Lincoln City is 18.28%, below the 25% threshold.

The Nelscott Area contains 323 acres, including public rights-of-way. The Roads End/Villages at Cascade Area has 500 acres. This puts 21.5% of the City's acreage in a TIF area, which is below the 25% statutory threshold. The information on acreage and assessed value percentages is shown below in Table 18.

Table 18 – Lincoln City Conformance with Assessed Value and Acreage Limits

	Acreage	Assessed Value
City of Lincoln City	3,830	\$2,104,578,530
Roads End/Villages at Cascade Head Area value used	500	(\$25,550,059)
AV to calculate 25%		\$2,079,028,471
25%		\$519,757,117
Roads End/Villages at Cascade Head Frozen Base		\$250,383,800
Nelscott URA Frozen Base	323	\$129,762,619
% in Urban Renewal/TIF Area	21.50%	18.28%

Source: Compiled by Elaine Howard Consulting, LLC with data from City of Lincoln City and Lincoln County Department of Assessment and Taxation (FYE 2022)

XI. EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND IMPACTS ON MUNICIPAL SERVICES

This section of the Report describes existing conditions within the Area and documents the occurrence of “blighted areas,” as defined by ORS 457.010(1).

A. Physical Conditions

1. Land Use

The Area measures approximately 323 total acres in size, which is composed of 578 individual parcels encompassing 289 acres, and an additional 34 acres in public rights-of-way. An analysis of FYE 2022 property classification data from the Lincoln County Department of Assessment and Taxation database was used to determine the land use designation of parcels in the Area. By acreage, Forest (43%) accounts for the most prevalent land use within the area. This was followed by Residential (24%). Detailed land use designations in the area can be seen in Table 19.

Table 19 - Land Use in the Area

Land Use	Parcels	Acres	Percent of Acres
Forest	9	123.78	42.81%
Residential	424	69.70	24.10%
Exempt	42	52.43	18.13%
Commercial	62	31.47	10.88%
Miscellaneous	23	6.59	2.28%
Multi-Family	16	2.96	1.02%
Industrial	2	2.23	0.77%
TOTAL:	578	289.16	100.00%

Source: Compiled by Elaine Howard Consulting with data from the Lincoln County Department of Assessment and Taxation (FYE 2022)

2. ***Comprehensive Plan and Zoning Designations***

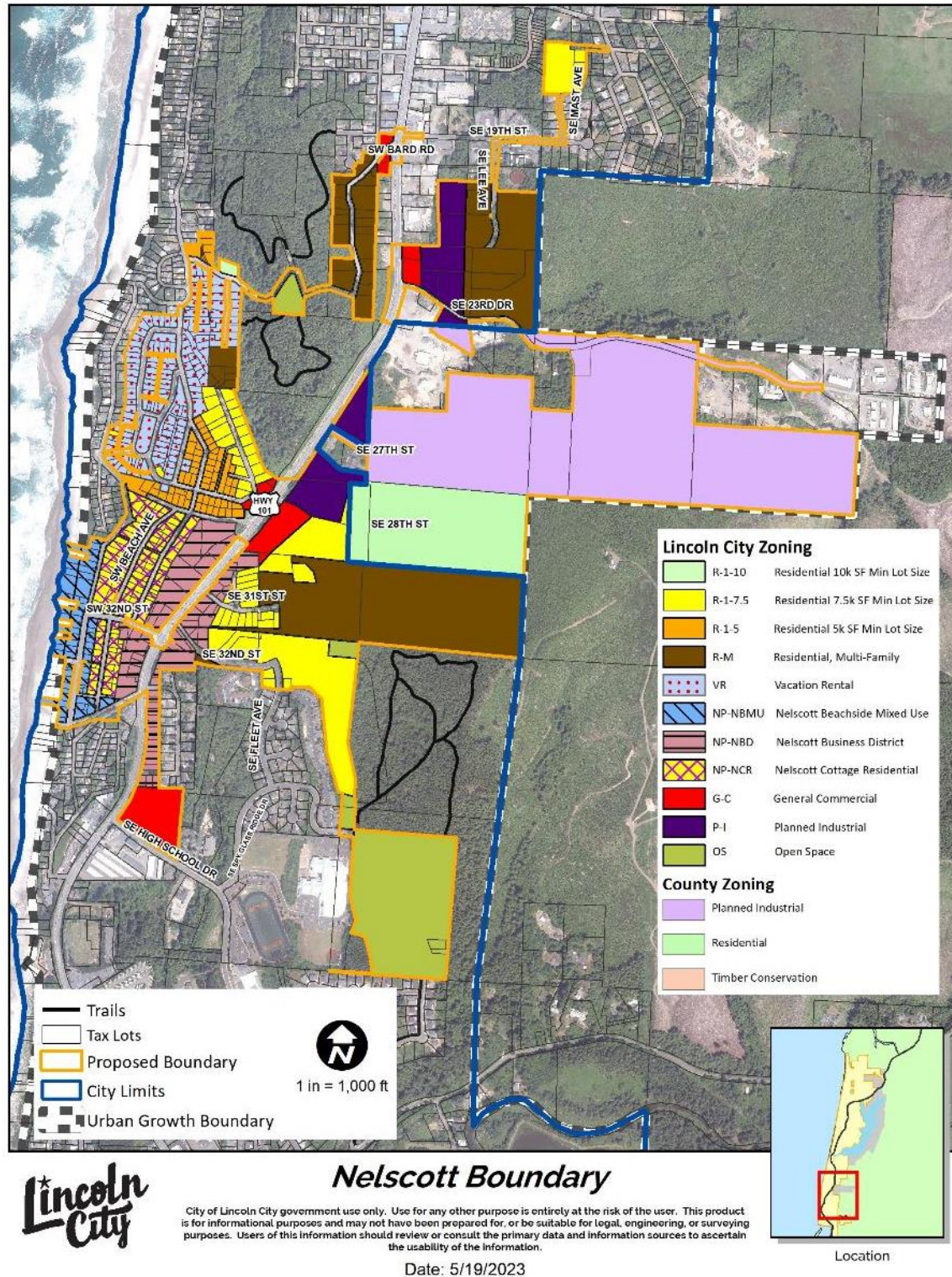
The Lincoln City Zoning and Comprehensive Plan designations are the same. The most prevalent zoning designation by acreage in the Area is R-1-7.5 (28%). The second most prevalent zoning designation in the Area is Planned Industrial (33%). Detailed zoning and comprehensive plan designations in the Area can be seen in Table 20.

Table 20 - Comprehensive Plan and Zoning Designations in the Area

Zoning Designations	Tax Lots	Acres	Percent of Acres
Residential R-1-7.5	57	79.92	27.64%
Planned Industrial PI	14	96.69	33.44%
Open Space OS	5	22.89	7.92%
Multi-Family Residential R-M	32	20.59	7.12%
Vacation Rental VR	157	18.11	6.26%
NP-Nelscott Business District	62	15.05	5.20%
NP-Nelscott Cottage Residential	120	11.95	4.13%
NP-Nelscott Business Mixed Use	55	7.29	2.52%
Residential R-1-5	66	9.63	3.33%
General Commercial GC	9	6.65	2.30%
Residential R-1-10	1	0.38	0.13%
TOTAL:	578	289.16	100.00%

Source: Compiled by Elaine Howard Consulting, LLC with data from the City of Lincoln City (FYE 2022)

Figure 4 – Nelscott Urban Renewal (TIF) Area Comprehensive Plan and Zoning Designations



Source: City of Lincoln City GIS

B. Infrastructure

This section identifies the existing conditions in the Area to assist in **establishing blight in the ordinance adopting the Plan.** There are projects listed in several City of Lincoln City infrastructure master plans that relate to these existing conditions.

There are also deficiencies in the transportation system that have been identified by City staff for inclusion. **This does not mean that all of these projects are included in the Plan.** The specific projects that are included in the Plan are listed in Section III of this Report.

1. Transportation

The information on deficiencies in the transportation network comes from the Lincoln City Transportation Systems Plan (TSP), the Walking and Biking Plan and identification from staff.

- Improved public transportation: Capital project improvements to support, enhance, and expand public transportation. Projects may include, improved access of public recreation areas; incorporate regional transit service and other transit amenities; link into greater transit system and improve timing for connections; create Park & Ride opportunities in the Area which could support multiple programs such as solar projects and EV charging stations. Add new transit stops or move transit stops for improved usability, improve connections between facilities and pedestrian infrastructure– TSP T1-T5, P 27.
- Community Way-finding and entry monumentation signage: Install wayfinding signage to assist pedestrians and bicyclists in choosing comfortable routes and to help visitors navigate through the city; may include acquiring property and constructing cohesive, branded signage for varied transportation modes (drivers, cyclists, pedestrians) Transportation System Plan / Walking & Biking Plan, P 7,28. Demand and System Management Projects: M9
- SE Lee Street Phase 1 (North Portion) and Phase 2 (South Portion): Phase 1 (North Portion) is to construct a connection between SE Lee Ave. and 23rd Dr. Phase 2 (South Portion) will construct a connection between SE Lee Ave. and SE 32 Street/SE Fleet Ave. TSP Volume 1, D14, D15 P 29.
- SE 23rd Street Reconstruction: SE 23rd Street is not aligned with the County/City rights of way, it is in terrible condition, will need to re-build.TSP
- SE 23rd Street and Hwy 101 Intersection Improvements: The intersection will need to be re-aligned and possibly re-designed, either at signal or a round-a-bout to accommodate capacity. Staff identified.
- Bard Road Improvements: Bard Road is a narrow gravel road, this project will re-construct the road with sidewalk, paving, stormwater

treatment. May include intersection of Bard Road and Hwy 101 improvements. TSP

- NE Mast to NE 15th/Oar Ave (14th - 19th connection): A new road across Tribal property and in existing public right-of-way would allow for connection between NE 19th and NE 14th, via NE Mast to NE 15th/Oar Avenue. Staff identified.
- SE 19th Street and Hwy 101 Pedestrian Crossing: Improve the SE 19th Street and Hwy 101 intersection for pedestrian crossing and intersection improvements on SE Bard Rd and Hwy 101. TSP
- Sidewalk Improvements within URA boundary: Construct the sidewalk improvements as identified in the City's 2015 Transportation System Plan and Walking and Biking Plan. TSP
- Transportation System Refinement Plan: Refine the alignments for SE Lee Ave. and associated infrastructure to serve future development. Staff identified.
- Undergrounding existing pole mounted utility systems: Following more thorough engineering analysis of the public infrastructure than was possible in the preparation of this Plan, the Agency, after making a finding of need and with funds available to it, may fund such improvements; to improve view corridor and safety in tsunami evacuation zones and in severe weather events. TSP/ Walking & Biking Plan. Goal 7, P 10.
- Improved Public Parking: Improved public parking on and off street and associated facilities, such as restrooms, pedestrian amenities, showers/foot wash, surf racks, and EV charging stations. Staff identified.

2. Storm Drain

- Storm Drain Plan and Improvements: Prepare a properly engineered comprehensive storm drainage systems master plan; within the funding limitations of the Agency, construct needed improvements to adequately drain the Area to eliminate flooding during periods of storm activity; Clean out, improve and protect the natural drainage courses so that they may function properly in coordination with the built drainage systems; Control earth moving, grading and development of lands which affect the natural and built systems so as to protect the integrity of the drainage system. Staff identified.

3. Water

- Water Reservoir and Distribution System: Construct a 5 million gallon reservoir to increase the City's water storage capacity and improve fire flows. Staff identified.

4. Sewer

- Nelscott Sewer Pump Station: Re-build the wetwell and increase capacity at the Nelscott Sanitary Sewer Pump Station. Staff identified.

5. **General Public Works**

- With the addition of new development, City utilities will need to be extended or upgraded. Staff identified.
- Infrastructure projects including upgrading water, sanitary sewer and storm lines that are approaching their expected lifespan or are lacking altogether; long range water security. Staff identified.

5. **Parks and Open Space**

The deficiencies in the Parks and Open Space come from the Lincoln City Parks & Recreation Master Plan.

- Improve parks, open spaces and trail heads: Wayfinding maps & signage, trail signage and gateway improvements, forest restoration and improvements, nature play element/or discovery areas, geocaching, interpretive trails and "timber art". Parking, access and trail improvements. Spyglass Open Space is one area identified for such improvements. Parks & Recreation Master Plan Opportunity #1.
- Head to Bay Trail: Complete sections within the Area of the Head to Bay Trail to provide a multi-modal interconnected system from Villages at Cascade Head to the Siletz Bay that allows travel from one end of the city to the other without using Hwy 101 wherever possible; could include connections to Oregon Coast trail system and greater trail connections. TSP, P 38. Shared-Use Path Projects: S3
- Improve beach access: Improving pathway, sidewalk, trail connections and facility access to neighborhood and community parks, ocean beaches and natural areas. Parks & Recreation System Plan, 2016 ADA Transition Plan
- SW 35 Street Beach Access: ADA, parking, and beach access and walkway improvements. Paving, striping, park amenity improvements that may include restroom, showers, foot wash stations, surfboard racks, seating areas. Parks & Recreation Master Plan, p 60.
- SW 33 Street Beach Access: ADA, parking, beach access and walkway improvements. Paving, striping, park amenity improvements that may include restroom, showers, foot wash stations, surfboard racks, seating areas. Parks & Recreation Master Plan/2016 ADA Transition Plan, p 60.
- Construction of neighborhood parks: Possible locations include (1) in the vicinity of SE Lee Ave. (Foothills BLVD) and SE 27 St., (2) South of 23 Drive near the planned employment area, and (3) near Agnes Creek Open Space. Park locations and quantity may change based on development patterns. Nelscott Gap Neighborhood Plan (2017), Parks & Recreation Master Plan (2016), p 60.
- Public Parking/Restroom next to Nelscott Strip SW 32 Street:

Paving, striping, ADA access, EV charging and new restroom or restroom improvements including roof. Staff identified.

- Baldy Creek Restoration: To address flooding, erosion, invasive species, and overall condition of the Baldy Creek Watershed, this project would restore the floodplain and creek health and provide public access to the City owned parcels adjacent to Baldy Creek (Baldy Creek Walk project). Nelscott Gap Neighborhood Plan 2017/2006 Nelscott Community Vision Plan, P 39.

6. *Utility Providers*

The following utility providers have services within the City of Lincoln City:

City of Lincoln City

Pacific Power

NW Natural

Charter/Spectrum

CenturyLink

CoastCom/Wave

Sprint

North Lincoln Sanitary Service (Contracted by City of Lincoln City)

C. Social Conditions

Within the Area, there are 440 tax lots representing 25% of the acreage shown as residential use in the land use table, Table 19 of this report. According to the US Census Bureau, American Community Survey 2017-2021 Five Year Estimates, the block groups have 2,465 residents, 81% of whom identify as white alone. These block groups represent more residents than exist in the Area but are the closest block groups to represent the Area.

Table 21 - Race in the Area

Race	Number	Percent
White alone	1,999	81.10%
Black or African American alone	6	0.24%
American Indian and Alaska Native alone	75	3.04%
Asian alone	200	8.11%
Native Hawaiian and Other Pacific Islander alone	0	0.00%
Some other race alone	14	0.57%
Two or more races	171	6.94%
TOTAL:	2,465	100%

Source: American Community Survey 2017-2021 Five Year Estimates

The largest percentage of residents are between 65 to 74 years of age (22%) with 53% of the residents over 55.

Table 22 - Age in the Area

Age	Number	Percent
Under 5 years	100	4.06%
5 to 9 years	99	4.02%
10 to 14 years	54	2.19%
15 to 17 years	34	1.38%
18 to 24 years	167	6.77%
25 to 34 years	310	12.58%
35 to 44 years	128	5.19%
45 to 54 years	270	10.95%
55 to 64 years	527	21.38%
65 to 74 years	541	21.95%
75 to 84 years	210	8.52%
85 years and over	25	1.01%
TOTAL:	2,465	100%

Source: American Community Survey 2017-2021 Five Year Estimates

In the block groups, 20% of adult residents have earned a bachelor's degree or higher. Another 34% have some college education without a degree, 12% have an associate's degree and another 30% have graduated from high school with no college experience.

Table 23 - Educational Attainment in the Area

Education	Number	Percent
Less than high school	86	4.28%
High school graduate (includes equivalency)	600	29.84%
Some college	687	34.16%
Associate's degree	239	11.88%
Bachelor's degree	212	10.54%
Master's degree	119	5.92%
Professional school degree	26	1.29%
Doctorate degree	42	2.09%
TOTAL:	2,011	100%

Source: American Community Survey 2017-2021 Five Year Estimates

The most common travel time class was 10 to 19 minutes, with 46% of journeys being in this class. This was followed by the Less than 10 minutes travel time class, which represented 41% of journeys.

Table 24 - Travel Time to Work in the Area

Travel Time	Number	Percent
Less than 10 minutes	433	41.44%
10 to 19 minutes	478	45.74%
20 to 29 minutes	63	6.03%
30 to 39 minutes	0	0.00%
40 to 59 minutes	36	3.44%
60 to 89 minutes	19	1.82%
90 or more minutes	16	1.53%
TOTAL:	1,045	100%

Source: American Community Survey 2017-2021 Five Year Estimates

Of the means of transportation used to travel to work, the majority, 75%, drove alone. The second most common means of transportation used to travel to work was carpooling, at 14.18%

Table 25 - Means of Transportation to Work in the Area

Means of Transportation	Number	Percent
Drove alone	851	75.44%
Carpooled	160	14.18%
Public transportation (includes taxicab)	0	0.00%
Motorcycle	0	0.00%
Bicycle	0	0.00%
Walked	34	3.01%
Other means	0	0.00%
Worked at home	83	7.36%
TOTAL:	1,128	100%

Source: American Community Survey 2017-2021 Five Year Estimate

D. Economic Conditions

1. Taxable Value of Property within the Area

The estimated total assessed value of the Area calculated with data from the Lincoln County Department of Assessment and Taxation for FYE 2022, including all real, personal, manufactured, and utility properties, is estimated to be \$129,762,619.

2. Building to Land Value Ratio

An analysis of property values can be used to evaluate the economic condition of real estate investments in a given area. The relationship of a property's improvement value (the value of buildings and other improvements to the property) to its land value is generally an accurate indicator of the condition of real estate investments. This relationship is referred to as the "Improvement to Land Value Ratio," or "I:L." The values used are real market values. In TIF Areas, the I:L is often used to measure the intensity of development or the extent to which an area has achieved its short and long-term development objectives.

Table 28 shows the improvement to land ratios (I:L) for properties within the Area. In the Area, 123 tax lots representing 50% of the acreage have no improvement value. Another 57 tax lots representing 11.5% of the acreage have I:L ratios less than 1.0. In other words, the improvements on these properties are worth less than the land they sit on. A reasonable I:L ratio for properties in the Area is 2.0. Only 210 of the 578 tax lots in the Area, totaling 10.35% of the acreage have I:L ratios of 2.0 or more in FYE 2022. In summary, the majority of the Area is underdeveloped and not contributing significantly to the tax base in Lincoln City.

Table 26 - Improvement to Land Ratios in the Area

Improvement to Land Ratio	Parcels	Acres	Percent of Acres
Exempt	42	52.43	18.13%
No Improvement Value	123	145.40	50.28%
0.01-0.50	27	27.72	9.59%
0.51-1.00	30	5.70	1.97%
1.01-1.50	63	13.86	4.79%
1.51-2.00	83	14.11	4.88%
2.01-2.50	39	4.96	1.72%
2.51-3.00	27	3.83	1.33%
3.01-4.00	46	5.26	1.82%
> 4.00	98	15.87	5.49%
TOTAL:	578	289.16	100.00%

Source: Compiled by Elaine Howard Consulting, LLC with data from the Lincoln County Department of Assessment and Taxation (FYE 2022)

E. Impact on Municipal Services

The fiscal impact of tax increment financing on taxing districts that levy taxes within the Area is described in Section IX of this Report. This subsection discusses the fiscal impacts resulting from potential increases in demand for municipal services.

The projects being considered for future use of tax increment funding are for transportation and utility infrastructure, park improvements, economic development and emergency preparedness. Tax increment financing is a method for funding projects that would otherwise be funded by the City general fund or SDCs, or delayed until resources are available.

It is anticipated that these improvements will catalyze development on the undeveloped and underdeveloped parcels in the Area. This development will require City services. The property is either within the City limits or within the urban growth boundary and the level of redevelopment has been planned for based on the Comprehensive Plan and zoning designations. The City has anticipated the need to provide services to the Area. As the development will be new construction, it will be constructed to current building codes, which will aid in the needs for fire protection and lessen the burden on fire response.

The financial impacts from tax increment collections will be countered by future economic development, and, in the future, adding increases in assessed value to the tax base for all taxing jurisdictions, including the City.

XII. REASONS FOR SELECTION OF EACH URBAN RENEWAL (TIF) AREA IN THE PLAN

The reason for selecting the Area is to provide the ability to fund projects and programs necessary to cure blight within the Area.

In addition, there is a great need for alternative transportation routes north and south throughout the city. There is also a need to provide better transportation within this area of the city.

Much of this land is employment land that provides the opportunity for Lincoln City to diversify its employment base.

The Area also contains land that will be able to provide needed housing for the city's residents.

XIII. RELOCATION REPORT

When the Agency acquires occupied property under the Plan, residential or commercial occupants of such property shall be offered relocation assistance as required under applicable state law. The Agency has adopted rules for relocation assistance. The Agency will comply with all applicable state laws in providing these potential benefits.

TO: Lincoln City City Council

From: Anne Marie Skinner, Planning and Community Development Director

Re: Lincoln City Planning Commission Action on July 18, 2023

On July 18, 2023, the Lincoln City Planning Commission reviewed the proposed new Nelscott Urban Renewal (Tax Increment Finance) Plan, received a staff report on the proposed Plan, and passed the following motion by a unanimous vote of the commission.

Motion:

The Lincoln City Planning Commission finds, based upon the information provided in the staff report and the provided attachments, that the Nelscott Urban Renewal Plan conforms with the Lincoln City Comprehensive Plan, and further recommend that the Lincoln City City Council adopt the proposed Nelscott Urban Renewal Plan.”

DRAFT

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR LINCOLN COUNTY, OREGON**

In the Matter of:)
)
THE APPROVAL OF THE NELSCOTT) RESOLUTION # _____
URBAN RENEWAL (TAX INCREMENT)
FINANCE) PLAN)

WHEREAS the Lincoln City Urban Renewal Agency (Agency) has proposed to the City of Lincoln City the Nelscott Urban Renewal (Tax Increment Finance) Plan (Plan), prepared in accordance with ORS 457.085 and attached hereto as Exhibit A; and

WHEREAS the Agency has prepared a technical report as in accordance with ORS 457.087, attached hereto as Exhibit B; and

WHEREAS a portion of the proposed Plan area extends beyond the boundaries of the City of Lincoln City to include unincorporated properties which are in the urban growth boundary; and

WHEREAS the City of Lincoln City has therefore sought the Lincoln County Board of Commissioners approval of the Plan pursuant to ORS 457.105; and

NOW THEREFORE, the Board of Commissioners does resolve and order:

- 1) The Nelscott Urban Renewal (Tax Increment Finance) Plan presented to the Agency and updated following comments from the Lincoln City Planning Commission and other taxing districts is hereby approved in accordance with ORS 457.105.
- 2) A copy of this Resolution shall be transmitted to the City of Lincoln City.

Dated this 2nd day of August, 2023.

LINCOLN COUNTY BOARD OF COMMISSIONERS

Kaety Jacobson, Chair

Claire Hall, Commissioner

Casey Miller, Commissioner

Attachments:

Exhibit A Nelscott Urban Renewal (Tax Increment Finance) Plan

Exhibit B Report Accompanying the Nelscott Urban Renewal (Tax Increment Finance) Plan

Council Communication

Resolution 2023-21: Noise Variance Application Fee

Meeting Date:	August 14, 2023	Primary Staff Contact:	Richard Appicello
Department:	City Attorney	E-Mail:	RAppicello@lincolncity.org
Secondary Dept:	Administration	Secondary Contacts:	
Approval:	Daphnee Legarza	Estimated Time:	5 minutes

Question:

Should the City Council approve Resolution 2023-21 which approves a new noise variance application fee?

Staff Recommendation:

After public comment under ORS 294.160, staff recommends the Council approve the Resolution adopting the new application fee for a noise variance.

Authority:

ORS 294.160 mandates that the City provide an opportunity for public comment when fees or charges are established or increased.

Background:

If the City Council previously adopted a fee for a noise variance application (amplification permit fee) it could not be found.

The City Manager recently processed, reviewed and approved a noise variance request. No fee could be found for such an application, so the applicant was not charged. Review of the application falls on the City Manager or her designee. Given the amount of time it takes for the City Manager and her support staff to draft, review, and transmit a written decision on such an application, including addressing the review considerations of LCMC 9.10.045.B and conditions of approval, staff recommends an initial fee of \$50.00. This fee is based on a time estimate for the work and the loaded hourly rates of the City Manager's support staff and the City Manager. This fee will be effective immediately and will be added to the Master Fee Schedule for the City at the next opportunity.

Council Options:

After calling for public comment, approve Resolution 2023-21.

Do not approve the Resolution.

Potential Motions:

Motion to approve Resolution 2023-21.

Attachments:

Resolution 2023-21 Noise Variance Application Fee (DOCX)

RESOLUTION NO. 2023-21**A RESOLUTION OF THE CITY OF LINCOLN CITY ADOPTING A NEW APPLICATION FEE FOR A NOISE VARIANCE UNDER LCMC 9.10.045.B.**

WHEREAS, the City of Lincoln City has established fees and charges for various applications; and

WHEREAS, the City Code provides a process for requesting a variance from the Noise Ordinance, ("amplification permit fee as set by resolution"); and

WHEREAS, it appears that no such fee has been established by Council Resolution; and

WHEREAS, ORS 294.160 mandates that the City provide an opportunity for public comment when fees or charges are established or increased; and

WHEREAS, City Administration requests a fee be established based upon an estimate of the time required to process an application and the respective loaded hourly salary rates of the staff involved in processing the application; and

WHEREAS, Council desires to adopt an application fee for a noise variance after receipt of public comment; and

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

Section 1. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. The proposed noise variance application fee of \$50.00 is hereby approved and is immediately effective. Staff shall add such fee to the published fee schedule.

Section 3. The above referenced fee shall be incorporated into the omnibus fee resolution to be adopted before the next fiscal year.

Section 4. No other fees and charges of the City of Lincoln City are amended or altered by this action.

Section 5. This Resolution is effective as of the date of its adoption.

1
2 **PASSED AND APPROVED** by the City Council of the City of Lincoln City,
3 Oregon, this 14th day of August, 2023.
4
5
6

7 _____
8 SUSAN WAHLKE
9 MAYOR
10

11
12 ATTEST:
13
14
15

16 _____
17 JAMIE YOUNG
18 CITY RECORDER
19

20
21 APPROVED AS TO FORM
22
23
24

25 _____
26 RICHARD APPICELLO
27 CITY ATTORNEY

Council Communication

Resolution 2023-23 Traffic Control at SE 8th Street and SE Oar Ave.

Meeting Date:	August 14, 2023	Primary Staff Contact:	Stephanie Reid
Department:	Public Works	E-Mail:	SReid@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Daphnee Legarza	Estimated Time:	

Question:

Should the City Council approve Resolution 2023-23 concerning changing the unmarked intersection at SE 8th Street and SE Oar Avenue to a stop sign controlled intersection?

Staff Recommendation:

Staff recommends approval of Resolution 2023-23.

Authority:

10.08.010 Powers of the city council.

A. Subject to state laws, the city council shall exercise all municipal traffic authority for the city except those powers specifically and expressly delegated by this title or another ordinance.

B. The powers of the council, which may be exercised **by resolution**, include, but are not limited to:

1. Designation of through streets;
2. Designation of one-way streets;
3. Designation of truck routes;
4. Designation of parking meter zones;
5. Designation of certain streets as bridle paths and prohibition of horses and animals on other streets, parks or property;
6. Authorization of greater maximum weights or lengths for vehicles using city streets than specified by state law;
7. Initiation of proceedings to change speed zones;
8. Establishment and revision of speed limits and traffic regulations in parks;
9. Temporary blocking or closing of streets;
10. Establishment of bicycle lanes, paths, and traffic controls for such facilities;
11. Restriction of the use of certain streets by any class or kind of vehicle to protect the streets from damage;
12. Authorization of issuance of oversize or overweight vehicle permits;
13. Establishment, maintenance, removal or alteration of the following classes of traffic controls:
 - a. Crosswalks, safety zones and traffic lanes,

- b. Intersection channelization and areas where drivers of vehicles shall not make right, left or U-turns, and the time when such prohibitions apply,
- c. Parking, including but not limited to truck parking areas, parking for disabled persons, parking areas and time limitations, including the form of permissible parking (e.g., parallel or diagonal), prohibited parking areas (one or both sides of the street), parking permits and metered parking,
- d. Loading zones and stops for vehicles,
- e. Traffic-control signals.

Background

Pursuant to LCMC 10.08.010, the City Council may exercise Traffic and Parking Control authority by Resolution of the Council. Establishing parking controls, including but not limited to traffic controls is expressly listed as within the authority of the City Council. The City Council has mandated in the Code that the exercise of municipal traffic control and parking authority be based upon engineering and safety considerations, and not on any other basis:

C. Engineering Basis for Decisions. In exercising its municipal traffic authority pursuant to this chapter, the city council or its designee shall be guided by adopted street design and constructions standards, including but not limited to the 2015 Lincoln City Transportation Plan. Where appropriate, variations or alternatives to standard design and constructions standards may be approved in the discretion of the city engineer. Traffic control and parking measures are imposed based on the engineering considerations and public safety such as the adequacy of the right-of-way width and suitable shoulder base, and not on any other basis. (Ord. 2021-04 §§ 1, 2; Ord. 88-8 § 4.01)

The Manual for Uniform Traffic Control Devices (MUTCD) defines the standards used by road managers nationwide to install and maintain traffic control devices on all public streets. MUTCD standards require changes to traffic control require an engineering study. The scope of the study is based on the type of proposed change.

In this case, the City received two complaints from neighbors siting there are near misses regularly at this unmarked intersection and they requested a stop sign be installed on SE 8th Street at the intersection with SE Oar Avenue. In evaluating the situation, there are two streets in this neighborhood that are four-way intersections with access to East Devils Lake Road, SE Oar Avenue and SE Port Avenue. There is a stop sign at the intersection of SE 8th and SE Port. It would not be unexpected to traffic to have a similar traffic control on SE Oar. Therefore, the City Engineer recommends an exercise in Parking and Traffic Control authority by the Council to establish a controlled intersection with a stop sign at the intersection at SE 8th Street and SE Oar Avenue.

Council Options:

Approve the Resolution.

Do not approve the Resolution.

Approve the Resolution (with amendments).

Financial Impact

No financial impact except materials and crew time.

Potential Motions:

Move to approve Resolution 2023-23.

Move to approve Resolution 2023-23, with the following amendments.

Move to reject the proposed Resolution.

Attachments:

Resolution 2023-23 all way stop (DOC)

RESOLUTION NO. 2023-23**A RESOLUTION OF THE CITY OF LINCOLN CITY ESTABLISHING TRAFFIC CONTROL MEASURES FOR THE INTERSECTION OF SE 8TH STREET AND SE OAR AVENUE.****RECITALS**

Pursuant to LCMC 10.08.010, the City Council may exercise Traffic and Parking Control authority by Resolution of the Council; and

The establishment of traffic controls, including but not limited to traffic control signals, is expressly listed as within the authority of the City Council; and

The City Council has mandated in the code that the exercise of municipal traffic control and parking authority be based upon engineering and public safety considerations, and not on any other basis; and

The City Engineer has reviewed the intersection of SE 8TH STREET AND SE OAR AVENUE. Based upon engineering considerations and public safety, including the applicable portions of The Manual for Uniform Traffic Control Devices (MUTCD), the City Engineer has determined that it is appropriate to install an All-Way stop at the above location. The City Engineer recommends to the City Council an exercise in Parking and Traffic Control authority to mandate All-Way stop for the above intersection.

Based on the engineering review as discussed in the staff report, the City Council finds and determines that there exists an engineering and public safety basis for an exercise of municipal parking and traffic control authority, specifically to mandate an All-Way stop at the above intersection of SE 8TH STREET AND SE OAR AVENUE.

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

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. IMPOSING TRAFFIC CONTROL.

Effective upon posting of stop signs by the City Public Works Department, the requested exercise of parking and traffic control authority is hereby approved, specifically all-way stop at the intersection of SE 8TH STREET AND SE OAR AVENUE.

SECTION 3. POSTING OF SIGNAGE & NOTICE TO ENFORCEMENT OFFICERS.

The Public Works Department is directed to erect stop signs and warning signs in the appropriate locations and City police and code enforcement officers are to be advised of the new traffic control restrictions by City Administration.

SECTION 4. EFFECTIVE DATE. This Resolution is effective as of the date of its adoption.

PASSED AND APPROVED by the City Council of the City of Lincoln City, Oregon, this 14th day of August, 2023.

SUSAN WAHLKE, MAYOR

ATTEST:

JAMIE YOUNG, CITY RECORDER

APPROVED AS TO FORM:

RICHARD APPICELLO, CITY ATTORNEY

Council Communication

2023-2024 Expanded Paid Media Services Contract

Meeting Date:	August 14, 2023	Primary Staff Contact:	Tyrel Trainor
Department:	Explore Lincoln City	E-Mail:	TTrainor@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Daphnee Legarza	Estimated Time:	15 min

Question:

Should the City Council approve the Personal Services Agreement, Contract Title: "2023-2024 Paid Media Services through Marketing Agency of Record"?

Staff Recommendation:

Staff recommends the City Council award the contract to provide an expanded advertising outreach for the Fiscal Year 2023-2024 to Borders, Perrin & Norrande, Inc. or, BPN.

Authority:

The City Council acting as the Local Contract Review Board is asked to approve the personal services contract which exceeds the delegated authority of the City Manager. Personal Services requires formal solicitation procedures if the contract exceeds \$100,000.00. Staff issued a formal Request for Proposals (RFPs) in May/June 2023. The Evaluation Committee scored Borders, Perrin & Norrande, Inc. (BPN) the highest among the responses and recommends their selection.

Background:

With additional TRT revenue, Explore Lincoln City was able to allocate additional funding to advertising through paid media and contingency for Fiscal Year 2023-2024. Explore Lincoln City opened up an RFP for a marketing agency to provide these additional paid media services. Explore Lincoln City currently contracts out with a Marketing Agency of Record in a separate personal services agreement, titled, "Marketing Agency of Record Retainer and Paid Media and Promotions Agreement." That contract was approved by City Council in May of 2021 and effective through July 1, 2024. The current Marketing Agency of Record is also Borders, Perrin & Norrande, Inc. or BPN. In the past, Explore Lincoln City, had used a variety of vendors for advertising, but through a strong working

relationship with the experienced staffing at the Marketing Agency of Record; visitors have become more aware of the Explore Lincoln City brand, advertising has expanded, and professional shoulder season campaigns have been activated.

Approval of this proposal does a number of positive things, including:

- Provide greater outreach to bring more visitors to Lincoln City, with focus on the shoulder seasons, by speaking with a 'louder voice' in the competitive advertising markets of Portland metro, Salem, and Eugene areas.
- Taking advantage of a vertically integrated, full-service firm so that there is a consistent brand voice across all marketing efforts.
- Utilizing the Marketing Agency of Record's experience and negotiating influence to leverage lower media rates.
- More efficient use of Explore Lincoln City staff time, with one point of contact versus several, and limiting in-house production services.
- Creates a robust extension of department capabilities with access to agency staff specialized in specific marketing disciplines.
- Better analytic reporting and data analysis to drive decision-making and accountability.

There was a robust RFP process for proposal submission to provide these additional paid media services, as fifteen different marketing agencies submitted proposals. Explore Lincoln City chose BPN based on the scoring categories of: project understanding, focus of the proposal on paid media, qualifications and experience, overall quality of the proposal, ability to stay within the budget specified to \$570,000, and having a good relationship with destination marketing organizations on the Oregon Coast.

Council Options:

City Council approves the contract to hire Border Perrin & Norrande, Inc. for the "2023-2024 Paid Media Services through Marketing Agency of Record" as an expansion of what is currently provided by the Marketing Agency of Record.

City Council directs staff to go with another consultant option.

Financial Impact:

The existing agency budget for BPN, which is currently contracted at \$380,000 for paid media, would increase another \$570,000 to \$950,000 during the Fiscal Year 2023-2024.

Potential Motions:

I hereby move that City Council approve staff recommendation to award the expanded paid media services for Fiscal Year 2023-2024 to Borders, Perrin & Norrande, Inc in the amount of \$570,000.

Attachments:

2023-2024 Expanded Media Outreach BPN Paid Media Services PSA (PDF)

CONTRACT /AGREEMENT ROUTING
AND APPROVAL COVERSHEET

Title/Brief Scope of Work: 2023-2024 Paid Media Services through Expanded Marketing Outreach PSA

Originating Department: ELC

Budget Fund	\$
Budget Line Item 822000-6205002-8220066	# \$550,000.00 with \$20,000 Contingency
Amount of Construction, work or service.	\$
Date approved by Council, if required	Date:
Contingency amount, if required	\$
Total amount	\$ \$570,000.00

Department Originator Initials: TT

Approved As to Form (City Attorney) Initials: _____

City Manager Initials: _____

Records Executed Contract (City Recorder): _____

Contract Attached for Signature

End Date: 06/30/24



PERSONAL SERVICES AGREEMENT

Contract Title: 2023-2024 Paid Media Services through Marketing Agency of Record

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the City of LINCOLN CITY, by and through Explore Lincoln City, a municipal corporation, hereinafter referred to as the "**City**," and **Borders Perrin & Norrander, Inc.**, hereinafter referred to as the "**Contractor**."

RECITALS

- A. The City desires to engage the Contractor for the purposes more particularly described in the Scope of Work, a copy of which is attached hereto, as **Exhibit A**; and
- B. Contractor has the training, experience and expertise to perform such work and is willing and qualified to perform such services; and
- C. Contractor represents that Contractor is a person or other legal entity registered to do business in the State of Oregon, and that the Contractor is exempt from or will pay prior to commencing services, the applicable City Occupational Tax; and
- D. The subject contract is for: **Five Hundred and Seventy Thousand Dollars (\$570,000) for a 2023-2024 Advertising (through Paid Media) Services, including commission, through the Marketing Agency of Record for the 2023-2024 Fiscal Year** and
- E. The subject contract is for Personal Services and meets the definition in Lincoln City Municipal Code (LCMC) Section 2.05.090; and
- F. Pursuant to LCMC 2.05.090.D the Lincoln City VCB sought three (3) competitive bids and selected the Agency from the qualified applicants. **(See notice attached and RFP document)**.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

The Recitals set forth above are true and correct and are incorporated herein by this reference.

- 1. **SCOPE OF SERVICES:** Contractor shall perform the services set forth in **Exhibit A**, attached hereto and made a part hereof by this reference. If the Contract Documents require approval of any act, document, or work product, the request for City approval must be given in the same manner as notices required herein.
- 2. **STANDARD TERMS AND CONDITIONS:** This Contract is subject to the standard terms and conditions, as applicable, set forth in **Exhibit B**, attached hereto and made a part hereof by this reference.
- 3. **CONTRACT ADMINISTRATION:** The **Explore Lincoln City Director** is the City Contract Administrator for this Agreement. The Contract Administrator is authorized to oversee Services and approve payment for Services. City shall give Contractor prompt written notice of any re-designation of its Contract Administrator. **Casey Casanova** is the Contractor's Project Representative for this Agreement. In the event that Contractor's designated Project Representative is changed, Contractor shall give City prompt written notification of such re-designation. In the event that City receives any communication from Contractor which is not executed by Project Representative, City may request clarification by Contractor's Project Representative, which shall be promptly furnished.

4. **EFFECTIVE DATE AND DURATION:** This agreement shall become effective upon the date of execution by the City and shall expire, unless otherwise terminated or extended, on completion of the work or June 30, 2024, whichever comes first. Contractor shall initiate services immediately upon receipt of City's notice to proceed or receipt of an executed copy of this Agreement. All work under this Agreement shall be completed prior to the expiration of this Agreement.

5. **COMPENSATION:** The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract. City agrees to pay Contractor **\$550,000.00 Five-Hundred and Fifty Thousand Dollars with a \$20,000 Twenty Thousand Dollars Contingency for a total of \$570,000 Five Hundred and Seventy Thousand Dollars** for performance of those services described in the Scope of Work, which payment shall be made [] upon completion of the work or **IX** on an installment basis based on invoice. Payment by City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any, specifically identified in this Agreement as separately reimbursable. Compensation is also subject to the additional standard terms, as applicable, set forth in the Standard conditions, Exhibit B.

6. **OWNERSHIP OF WORK PRODUCT**
City shall be the owner of and shall be entitled to possession of any and all work products of Contractor which result from this Agreement, including any recordings, records, computations, plans, documents, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.

7. **ASSIGNMENT/DELEGATION**
Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City. Contractor shall be solely responsible for and indemnify and defend City against any liability, cost or damage arising out of Contractor's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Contractor under this Agreement. Unless otherwise specifically agreed to by City, Contractor shall require that subcontractors also comply with the terms and provisions of this contract.

8. **STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR**

Contractor certifies that:

- A. Contractor shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Contractor's responsibilities. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that

- Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.
- B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing. If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
 - C. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

9. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence or malfeasance of the City and its employees. **Contractor expressly waives and relinquishes any right to indemnification or defense pursuant to ORS 30.285 and ORS 30.287.** Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

10. INSURANCE

Unless expressly waived or reduced as provided herein, Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Insurance shall be in the amounts and pursuant to the terms specified in **Exhibit C**, attached hereto and made a part hereof by this reference.

INSURANCE NOTE: The City Contracting Officer may waive or reduce Insurance requirements pursuant to LCMC 2.05.090.J. Any such waiver or reduction must be accompanied by the

signature of the Department Head and the Contracting Officer (City Manager).

The City Attorney does not recommend any waiver or reduction of Insurance requirement. Workers compensation insurance shall not be waived. At a minimum, personal injury and property damage insurance should not be less than the limits set by the Oregon Tort Claim Act: http://courts.oregon.gov/OJD/courts/circuit/tort_claims_act.page

City Sponsored Event Insurance Waiver:

Department Head Signature: _____

Contracting Officer Signature: _____

*The Insurances required by **Exhibit C** shall be waived if the City Department Head and City Manager have signed above, indicating the City is providing insurance for the Contract because it is part of a City-Sponsored event. Confirmation of CCIS coverage (e.g. as evidence by a certificate of Insurance) must be attached.*

11. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF LINCOLN CITY

Explore Lincoln City Director CITY OF LINCOLN CITY P.O. Box 50 LINCOLN CITY, OR 97367	Ph: 541-996-1271 Fax: 541-994-2408 Email: TBD
--	---

CONTRACTOR

Casey Casanova, Account Director
Borders Perrin & Norrande, Inc. (BPN)
329 NE Couch Street, Suite 202
Portland, OR 97232
(206) 245-9156
ccasanova@bpninc.com
www.bpninc.com

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

12. TERMINATION WITHOUT CAUSE

- A. At any time the parties may by mutual agreement consent to termination of the contract.
- B. At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

13. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued, or in the event of a non-appropriation during the budget process, such that funding is not continued at levels sufficient to allow for the purchase of the indicated quantity of services, this Agreement shall be modified or terminated to accommodate the non-appropriation or reduction in funds, without penalty or expense to City.
- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Except as otherwise provided or limited, any such termination of this agreement under paragraph A. shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

- C. Contractor, by written notice of default (including breach of contract) to City, may terminate the whole or any part of this Agreement, if in the event of substantial failure of the City to perform in accordance of the terms of this contract, (specifically payment) and through no fault of the Contractor, after receipt of written notice from Contractor, City fails to correct such substantial failures within ten (10) days or such other period as Contractor may authorize.

14. ACCESS TO RECORDS / AUDIT

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts. Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

15. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

16. CORRECTION OF ERRORS AND NON-WAIVER

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost. The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

17. EXTRA (CHANGES) WORK

This contract is for the Scope of Work described in Exhibit A. Only the Contract Administrator may authorize extra (and/or change) work. Failure of Contractor to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. WARRANTIES

All work shall be guaranteed by Contractor for a period of one year after the date of final acceptance of the work by the owner. Contractor warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this Agreement.

19. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

20. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

21. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

22. COMPLETE AGREEMENT

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

CONTRACTOR**CITY OF LINCOLN CITY**

Signature

**Casey Casanova, Account Director
Borders Perrin Norrande, Inc.**

Date

APPROVED AS TO FORM:

CITY ATTORNEY

Date

Signature

**Daphnee Legarza,
City Manager, City of Lincoln City**

Date

ATTACHMENTS:

[Exhibit A - Scope of Work and Pricing/Cost Estimate]

[Exhibit B - Standard Contract Conditions]

[Exhibit C - Insurance Requirements]

[Exhibit D - Insurance Certificate]

EXHIBIT A**SCOPE OF WORK**

DURING THE WINTER OF 2023, EXPLORE LINCOLN CITY MADE PLANS TO INCREASE THE PAID MEDIA BUDGET FOR EXPLORE LINCOLN CITY TO ALLOW FOR INCREASED ADVERTISING THROUGH PAID MEDIA TO PROVIDE GREATER MARKETING OUTREACH IN THE PORTLAND AND EUGENE AREAS OF OREGON. THIS WOULD SUPPORT THE OBJECTIVES OF EXPLORE LINCOLN CITY'S 2022-2023 STRATEGIC MARKETING PLAN:

- DRIVE DEMAND FOR OVERNIGHT STAYS IN LINCOLN CITY IN THE SHOULDER AND OFF SEASONS
- INCREASE LINCOLN CITY BRAND AWARENESS
- INSPIRE VISITATION TO LINCOLN CITY
- REINFORCE THE LINCOLN CITY BRAND

ALTHOUGH THE MARKETING AGENCY OF RECORD WAS CURRENTLY PROVIDING THESE SERVICES THROUGH ITS EXISTING 2021-2023 MARKETING AGENCY OF RECORD RETAINER AND PAID MEDIA AND PROMOTIONS AGREEMENT, EXPLORE LINCOLN CITY CONSIDERED MORE COULD BE DONE FOR ADVERTISING TO SPEAK WITH A LOUDER VOICE IN THE COMPETITIVE PAID MEDIA ENVIRONMENT OF THE PORTLAND AND EUGENE AREAS.

EXPLORE LINCOLN CITY DRAFTED AN RFP AND SOLICITED PROPOSALS IN MAY AND JUNE OF 2023. AN EVALUATION COMMITTEE MADE UP OF CITY STAFF OF EXPLORE LINCOLN CITY EVALUATED AND SCORED PROPOSALS SUBMITTED. THE HIGHEST SCORING PROPOSAL WAS THAT OF BORDERS PERRIN NORRANDER, INC. THE AWARDED AGENCY WAS DETERMINED AS BEING BORDERS PERRIN NORRANDER, INC.

SEE ATTACHED DOCUMENT PROVIDED BY BORDERS PERRIN NORRANDER, INC. THAT OUTLINES HOW THEY PLAN TO USE THIS ADDITIONAL FUNDING OF \$570,000.

Executive Summary

As the current Marketing Agency of Record for Explore Lincoln City (ELC), BPN works with an annual budget of \$380,000 for paid media and creative production. BPN supports Lincoln City's economic health and motivates overnight stays by evaluating media opportunities and negotiating media buys for the best advertising rates and placements while stewarding ELC's brand identity through the development of eye-catching creative campaigns. The budget increase of \$570,000 for the 2023-2024 Fiscal Year (FY24) will be used to:

- Increase campaign exposure with \$435,845 of the additional budget going to paid media and \$134,155 additional budget going to creative production.
- Extend reach in the Portland and Eugene DMAs by increasing the number of media vehicles to support campaigns (e.g., TV, print, outdoor, etc.).
- Focus additional budget on the seasonal Activate campaigns that provide mass awareness and drive consumers to the ELC website to plan and book a trip.
- Support an increase in spend for the Finders Keepers campaign, and contingency budgets for next year, with a small increase in the General Sponsorship media budget.

Additional Budget Implementation: Activate Campaigns

The Activate campaigns aim to inspire travel during the off-peak seasons. The additional budget for FY24 will be used to support all three shoulder seasons (i.e., Fall, Winter, and Spring). Historically, we've only supported the Fall and Spring seasons. The Winter campaign was added in FY23 due to the boom in drivable destinations, which is a trend that will likely continue based on recent travel trends reports. Without the additional FY24 budget, we would recommend running only the Fall and Spring campaigns in order to provide full multi-media mix support for each season.

We will prioritize campaign exposure by increasing the multi-media mix to extend reach and awareness of Lincoln City as the preferred travel destination on the Oregon Coast. We plan to increase the utilization of broad awareness media, such as outdoor and TV, to inspire more people to take their next vacation in Lincoln City while continuing lower funnel tactics through paid social and display to drive those in the consideration phase to the website to plan/book a trip. The additional media budget will bolster our efforts in the Portland and Eugene DMAs. Portland is a large and contested market that could benefit from additional media exposure to provide an increase share of voice in this market.

Our creative messaging will support drive awareness of the breadth of activities and things to do in the area and encourage travelers to visit for longer stays. Communication with focus on driving weeklong vacations vs. weekend getaways in order to further support the campaign goal of increasing TRT for Lincoln City.

We have increased our creative production budgets to align with our recommended increase in media spending. This will cover additional time and hard costs to produce creative across additional media vehicles for each campaign.

Additional Budget Implementation: Finders Keepers Campaign

The campaign aims to create name recognition for Finders Keepers and differentiate the event from other copycat programs through unique creative and multi-media support. Finders Keepers supports our mission by encouraging interest and travel intent to Lincoln City. The additional budget for FY24 will be used to increase the Finders Keepers' social media support year-round and will allow us to add other awareness media to the buy, such as outdoor and print. Meta provides efficient reach and frequency of message to our two target audiences, and adding outdoor and print to the buy would provide mass awareness support throughout the year.

We will prioritize communication to a regional drive-market audience through the Portland metro area, Salem and Eugene areas. These target geographies, especially the Portland DMA, could benefit from increased media spending to further the reach of our communication given the size of the market.

We have increased our creative production budgets to align with our recommended increase in media spending. This will cover additional time to produce creative across more media vehicles for each campaign.

Additional Budget Implementation: General Sponsorship & Contingency

The additional budget for FY24 will be used to consider additional long-term media contracts for General Sponsorship that allow efficiencies for ELC, as well as allocating a contingency fund to take advantage of opportunistic buys, event support, or unconventional activations that may be recommended throughout the year.

We plan to continue utilizing campaign creative from Finders Keepers and Activate for all media to further extend the reach of these campaigns. The creative production budget will remain as-is for FY24 with additional budget added to contingency to cover any unforeseen creative updates and projects.

Measurement

In today's environment, we can measure and optimize nearly everything; the important part is measuring and optimizing, based on a brand's well-defined strategy and objective-driven behavior. As you've seen throughout our partnership, we always ask the question, "How can we make communication stronger next time?"

During the media planning process we do a deep-dive to understand our target audience and align our media based on the consumption habits of these audiences. Through execution we focus on our key performance indicators and optimize our campaigns based on media metrics that ladder up to business goals. We provide campaign performance updates during status meetings, detailed dashboards that provide real-time analytics for both the Activate and Finders Keepers campaigns, and in-depth post campaign analytics with recommendations for future efforts.



Budget Summary

Below outlines the recommended budget allocation for the additional \$570,000 by production and paid media as well as a breakdown by campaign.

Budget Allocation	FY24 Incremental Funding
Production	\$134,155
Activate Fall	\$31,565
Activate Winter	\$31,565
Activate Spring	\$31,565
Finders Keepers	\$20,000
General Sponsorship	\$0
Creative Contingency	\$19,460
Media	\$435,845
Activate Fall	\$100,000
Activate Winter	\$100,000
Activate Spring	\$100,000
Finders Keepers	\$50,000
General Sponsorship/Contingency	\$85,845
Total	\$570,000
Budget	\$570,000

Budget Tracking

BPN's diligent financial stewardship tracks every dollar for our client through detailed budget summaries provided monthly. BPN utilizes sophisticated accounting software to track all expenditures, reconcile invoices and pay vendors. Monthly updated expenditures and budget reports are prepared and distributed, tracking every change that occurred during the month. Budget summaries include client approved budgets by effort and tracking of expenditures against those approved budgets to ensure there are no overages or unexpected expenses.

FY24 Media Flowchart of Annual Projects

[illegible]

This flowchart shows the tentative FY24 project live dates. These may shift depending on the media buy and/or the creative approval timing.

EXHIBIT B
STANDARD CONDITIONS, AS APPLICABLE
[PERSONAL SERVICE]

Contract Requirements. As applicable under Oregon law and Lincoln City Municipal Code, Contractor shall comply with the provisions of this section. These provisions shall also apply to, and be incorporated into, any agreement by subcontractor to provide services to Contractor for the project.

Installment Payment Option: When the parties agree that an installment payment arrangement will be used, payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.

Release / No Waiver: Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

Payment for Labor and materials. Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of this order. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the

payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.

Hours of Labor. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.

Medical Care and Workers Compensation. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

Contractor shall provide workers compensation coverage for all persons on the work to be done under the contract as provided in ORS 656.017 or ORS 656.126.

Compliance with Applicable Federal, State and Local Laws / Non-Discrimination.

This Agreement will be interpreted and construed in accordance with the laws of the State of Oregon. Contractor shall comply with all applicable federal, state and local

laws regardless of whether they are set forth verbatim in the Contract Documents including, but not limited to the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding as well as those applicable provisions of State law contained in ORS 279A, ORS 279B, and ORS 279C.

Any Agreement provisions required by ORS Chapter 279B to be included in this public contract are incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

Contractor is solely responsible for obtaining any required certificates, licenses, permits or approvals which Contractor is required to obtain to perform the Scope of work set forth in this Agreement. This provision expressly applies to use of Copyrighted or Trademarked materials by Contractor. Contractor shall be solely responsible for obtaining permission to use copyrighted or trademarked work and to pay all such costs, fees or royalties necessary to perform the work specified in the Scope. Contractor shall indemnify and defend City from any claim or action as relates to infringement or improper use, s more fully set forth in the Indemnification Section of this contract.

Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in violation of ORS Chapter 244.

Confidentiality

Contractor shall maintain confidentiality of any private confidential information and any

public information exempt from disclosure under state or federal law to which the Contractor or its agents may have access by reason of this Agreement. Contractor warrants that its employees and agents assigned to work on services provided in this Agreement shall maintain confidentiality. All terms with respect to confidentiality shall survive the termination or expiration of this Agreement.

Suspension of Services

City may suspend, delay or interrupt all or any part of the services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within the Contractor's control. City shall not be responsible for work performed by any subcontractors after notice of suspension is given by City to Contractor.

EXHIBIT C LINCOLN CITY PUBLIC CONTRACT INSURANCE REQUIREMENTS

Required Insurance: Contractor shall obtain at Contractor's sole expense the insurance specified herein prior to performing under this Agreement, and shall maintain the insurance required in full force at Contractor's sole expense throughout the duration of this Agreement and any warranty periods. Insurances shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The procuring of required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by intentional misconduct, negligence or neglect connected with this contract.

Insurance Carrier Rating: Insurance provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. Contractor shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

1. WORKERS' COMPENSATION

All employers, including CONTRACTOR, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). CONTRACTOR shall require and ensure that each of its SUBCONTRACTORS complies

with these requirements. Out-of-state employers must provide workers' compensation coverage for their workers which fully complies with ORS 656.126 and other applicable provisions of Oregon Law.

2. MINIMUM PROFESSIONAL LIABILITY

☐ **NOT REQUIRED BY CITY or Insurance Waiver/ Reduced: Describe Reduction or Waiver**

Department Head Signature:

Contracting Officer Signature:

Professional Liability Insurance: If applicable, Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

3. MINIMUM COMMERCIAL GENERAL LIABILITY

☐ **NOT REQUIRED BY CITY or Insurance Waiver/ Reduced: Describe Reduction or Waiver**

Department Head Signature:

Contracting Officer Signature:

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability Insurance for the indemnity provided under this contract as well as personal injury liability, products and completed operations. Such insurance shall be primary and non-contributory. **Coverage shall be a minimum of \$1,000,000 per occurrence and \$2,000,000 general aggregate.** Required Insurance

coverage may be increased at the discretion of the City Manager. *In no event* shall Property and Personal Injury Limits be less than limits established by the Oregon Tort Claims Act for the fiscal period:

Personal Injury: Combined single limit for any single claimant per occurrence:

From July 1, 2022 to June 30, 2023:
\$806,100.
July 1, 2023 and thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311), codified at ORS 30.272 (2009 Edition).

Aggregate limit for all claims per occurrence:

July 1, 2022 to June 30, 2023:
\$1,612,000.
July 1, 2023 and thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311), codified at ORS 30.272 (2009 Edition).

Property Damage: Combined single limit for any single claimant per occurrence:

July 1, 2022 to June 30, 2023:
\$132,200.

And from July 1, 2023 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws, 2009, chapter 67, section 5 (Senate Bill 311), codified at ORS 30.273.

Aggregate limit for all claims per occurrence:

July 1, 2022 to June 30, 2023:
\$661,000.

And from July 1, 2023 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws, 2009, chapter 67, section 5 (Senate Bill 311), codified at ORS 30.273.

4. AUTOMOBILE LIABILITY INSURANCE

[x] NOT REQUIRED BY CITY or Insurance Waiver/ Reduced: Describe Reduction or Waiver

Department Head Signature:

Contracting Officer Signature:

Automobile Insurance: Contractor shall also obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. Aggregate limit shall not be less than \$2,000,000. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

5. ADDITIONAL INSURED

The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the City of Lincoln City, its officers, employees and agents as Additional Insured(s) with respect to activities to be performed under or arising out of this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The parties expressly agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section. A notation stating that "Insured coverage is primary" shall appear in the description portion of certificate.

6. NOTICE OF CANCELLATION OR CHANGE

There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice from Contractor or its insurer to City. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Agreement and shall be grounds for immediate termination of this

Agreement by City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the City.

7. PROOF OF INSURANCE

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City.

Copies of Original Certificates provided to the City shall be attached to the executed Agreement as Exhibit D and shall be made a part of the Agreement by this reference.

No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration. Contractor shall provide to City certificates of all required insurance before delivering any goods or performing any services required under this Agreement. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

8. "TAIL" COVERAGE

If any of the required liability insurance is on a "claims made" basis, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (1) Contractor's completion and City's acceptance of all services required under this Agreement, or (ii) the expiration of all warranty periods provided under this Agreement.

Notwithstanding the 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Contractor shall provide City, upon City's request, certification of this coverage.

9. EXCESS UMBRELLA INSURANCE. A combination of primary and excess/umbrella insurance is acceptable. If Contractor uses excess/umbrella insurance to meet the minimum insurance requirements, the certificate must include a list of the policies that fall under the excess/umbrella insurance. The Excess/Umbrella policy is excess over General Liability, and other requirements.

Tyrel Trainor

From: Tyrel Trainor
Sent: Thursday, June 8, 2023 12:18 PM
To: Tyrel Trainor
Cc: Cole Finley
Subject: 2023-2024 Expanded Market Outreach RFP - Extension of the Deadline to June 23rd
Attachments: 2023-2024 Expanding Market Outreach RFP_FINAL.v2.pdf

Importance: High

Dear Recipients:

Per request of our City Manager, we will be extending the deadline for proposals for a marketing agency to provide expanded outreach into the Portland metro and Willamette Valley areas for our 2023-2024 fiscal year. Please find the *revised* RFP guidelines attached above with the extended deadline.

If you have already submitted a proposal, you have the opportunity to make further edits and resubmit, if you wish. Just let me know that you would like your revised proposal to be considered for the evaluation.

Proposals will now be received up until **Friday, June 23, 2023 by 5:00 PM PST**. <https://www.oregoncoast.org/about-us/request-for-proposals/>

Thank You,

Tyrel Trainor
 Financial Coordinator



801 SW Hwy 101, Suite 401 | Lincoln City, OR
P: 541.996.1272 | **F:** 541.994.2408 | **#LincolnCityOR**
E: ttrainor@lincolncity.org | **W:** ExploreLincolnCity.com



Explore Lincoln City
801 SW Hwy. 101, Suite 401
Lincoln City, OR 97367

REQUEST FOR PROPOSALS FOR "2023-2024 Expanded Market Outreach through Paid Media Project"

LINCOLN CITY, OREGON

Proposals Due: 5:00 PM, June 23, 2023

The City of Lincoln City through Explore Lincoln City is requesting proposals to use an expanded budget for the 2023-2024 Fiscal Year beginning on July 1, 2023 and ending on June 30, 2024 for a full multimedia mix outreach to Portland and Eugene areas through additional funding in its advertising and promotion budget. The available budget for this project will be \$550,000 for paid media with a \$20,000 contingency (opportunity fund). Explore Lincoln City is currently working with a marketing agency of record for a budget of \$380,000 annually for net media until July 1, 2024. The purpose of this RFP is to seek proposals on how the additional **\$570,000** for paid media would be spent by marketing agencies to target expanded outreach on behalf of the City of Lincoln City.

Request for Proposals will be received by e-mail at ttrainor@lincolncity.org until **5:00 PM Pacific Standard Time (PST) on the 23rd Day of June 2023**.

All questions or requests for clarification shall be directed in writing to Tyrel Trainor, **Financial Coordinator, Explore Lincoln City** via email: ttrainor@lincolncity.org or by regular mail to Explore Lincoln City, 801 SW Highway 101, Suite 401, Lincoln City, Oregon 97367.

Review of submissions will occur during the month of June. Explore Lincoln City will work with the awarded agency to negotiate a contract or amended contract. Agencies will be notified should an interview need to be scheduled to provide additional details on submitted proposal.

Overview:

The City of Lincoln City has seen an increase in the Transient Room Tax that has allowed for additional funds for tourism. Explore Lincoln City believes that expanding advertising and promotion to targeted areas will bolster the economic health of Lincoln City, motivate overnight stays, and brand awareness. This project will meet the objective of growing Lincoln City's marketing reach and market share.

The strategies would include:

- Presenting Lincoln City as a uniquely full of unexpected surprises through differentiated and eye-catching creative pieces.
- Drive overnight stays during the off-season (Fall, Winter, and Spring)
- Prioritize regional drive-market audience (Portland metro, Eugene)
- Identify events to be supported by paid media that will support overnight stays during the off-season.
- Use unconventional activations and sponsorships to reinforce brand, leverage media, and create deeper engagement with target markets.



Scope of Services and Deliverables:

The awarded agency would deliver Lincoln City as a place to visit through a number of media vehicles. The awarded agency would enhance the perceived value of Lincoln City, giving lodging properties, restaurants, and retail establishments, the ability to maximize profits and promote their improvements. Allowing for the expectation of 'more to explore' and valuable experiences with our guests. The agency would develop awareness of all experiences Lincoln City offers, and provide more opportunities to be seen as a weeklong vacation destination versus a weekend getaway.

Measurements:

The awarded agency would be measured for its channel-specific analytics, social listening, referral traffic, brand awareness, and followers.

Evaluation:

Proposals will be evaluated qualitatively based on the overall proposal, ability to meet the needs of Explore Lincoln City staff, ability to stay within the budget and experience working with destination organizations on the Oregon coast.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Borders, Perrin & Norrander, Inc.	
2 Business name/disregarded entity name, if different from above BPN	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____ ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 3514 N. Vancouver Ave., Ste. 330	Requester's name and address (optional)
6 City, state, and ZIP code Portland, OR 97227-2026	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
9	3	-	1	2	4	0	4	0	0	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Rosy Boyer</i>	Date ► 7/1/2023
------------------	--	-----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **L.8.a**
3/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Durham and Bates Insurance 1211 SW 5th Ave. Ste 2800 Portland OR 97204	CONTACT NAME: Zach Boyd PHONE (A/C, No, Ext): 503-796-0294 E-MAIL ADDRESS: zachb@dbates.com		FAX (A/C, No): 503-542-0622
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Borders Perrin Norrande, Inc. 329 NE Couch Street Suite 202 Portland OR 97232	INSURER A: Saif Corporation		36196
	INSURER B: Hanover American Insurance Company		36064
	INSURER C: Zurich American Insurance Co		16535
	INSURER D: Hanover Insurance Company		22292
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 428199161

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			OZ2H553677	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			OZ2H553677	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			OZ2H553677	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	907907 WC3502006	4/1/2023 4/1/2023	4/1/2024 4/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions			LH2H556107	4/1/2023	4/1/2024	Limit SIR 3,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: City of Lincoln City and its officers, directors, agents, employees, successors, and assigns (herein after City). Additional Insured per attached form.

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln City
PO Box 50
Lincoln City OR 97367

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dorah Robinson

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:
 - (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.



c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

- e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. **Additional Insured - Broad Form Vendors**

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
- Required by the contract or agreement described in Paragraph a.; or
 - Available under the applicable Limits of Insurance shown in the Declarations;
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
3. **Alienated Premises**
- SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property,** paragraph (2) is replaced by the following:
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.
4. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**
Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
 - For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**
 - "Customers goods" means property of your customer on your premises for the purpose of being:
 - Worked on; or
 - Used in your manufacturing process.
 - The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
5. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
- SECTION II - LIABILITY, C. Who Is An Insured,** paragraph 2.a.(1)(d) does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury"**, paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14. "Personal and advertising injury"**:

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 3.b.:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;



- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.
8. **Unintentional Failure to Disclose Hazards**
- The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**
- Representations**
- We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.
9. **Unintentional Failure to Notify**
- The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**
- Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Business Name Search

[New Search](#)

[Printer Friendly](#)

Business Entity Data

03-16-2023
09:34

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
618136-80	DBC	ACT	OREGON	02-13-1998	02-13-2024	
Entity Name	BORDERS, PERRIN & NORRANDER, INC.					
Foreign Name						

[New Search](#)

[Printer Friendly](#)

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	329 NE COUCH ST STE 202					
Addr 2						
CSZ	PORTLAND	OR	97232		Country	UNITED STATES OF AMERICA

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT		Start Date	01-24-2023	Resign Date	
Name	ROSY		BOYER				
Addr 1	329 NE COUCH ST STE 202						
Addr 2							
CSZ	PORTLAND	OR	97232		Country	UNITED STATES OF AMERICA	

Type	MAL	MAILING ADDRESS				
Addr 1	329 NE COUCH ST STE 202					
Addr 2						
CSZ	PORTLAND	OR	97232		Country	UNITED STATES OF AMERICA

Type	PRE	PRESIDENT				Resign Date	
Name	ROSY		BOYER				
Addr 1	329 NE COUCH ST STE 202						
Addr 2							
CSZ	PORTLAND	OR	97232		Country	UNITED STATES OF AMERICA	

Type	SEC	SECRETARY				Resign Date	
Name	ROSY		BOYER				
Addr 1	329 NE COUCH ST STE 202						
Addr 2							
CSZ	PORTLAND	OR	97232		Country	UNITED STATES OF AMERICA	

Type	IDK	INDIVIDUAL WITH DIRECT KNOWLEDGE					
------	-----	----------------------------------	--	--	--	--	--

Name	LORI		GAFFNEY		
Addr 1	520 SW YAMHILL ST STE 950				L.8.a
Addr 2					
CSZ	PORTLAND	OR	97204	Country	UNITED STATES OF AMERICA

[New Search](#)
[Printer Friendly](#)

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
BORDERS, PERRIN & NORRANDER, INC.	EN	CUR	04-09-1998	
OSHPB, INC.	EN	PRE	03-24-1998	04-09-1998
SOBPH, INC.	EN	PRE	02-13-1998	03-24-1998

Please [read](#) before ordering [Copies](#).

[New Search](#)
[Printer Friendly](#)

Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name / Agent Change	Dissolved By
	AMNDDMT TO ANNUAL RPT/INFO STATEMENT	02-23-2023		FI		
	AMENDED ANNUAL REPORT	01-24-2023		FI	Agent	
	AMENDED ANNUAL REPORT	01-07-2022		FI		
	AMENDED ANNUAL REPORT	01-11-2021		FI		
	AMNDDMT TO ANNUAL RPT/INFO STATEMENT	12-15-2020		FI		
	AMENDED ANNUAL REPORT	01-08-2020		FI		
	AMENDED ANNUAL REPORT	01-10-2019		FI		
	ARTICLES OF AMENDMENT	04-12-2018		FI		
	AMENDED ANNUAL REPORT	01-10-2018		FI		
	AMENDED ANNUAL REPORT	01-05-2017		FI		
	AMENDED ANNUAL REPORT	01-05-2016		FI		
	AMNDDMT TO ANNUAL RPT/INFO STATEMENT	03-24-2015		FI	Agent	
	CHANGE OF REGISTERED AGENT/ADDRESS	03-24-2015		FI		
	AMENDED ANNUAL REPORT	03-02-2015		FI		
	AMNDDMT TO ANNUAL RPT/INFO STATEMENT	05-20-2014		FI		
	AMENDED ANNUAL REPORT	02-28-2014		FI		
	AMENDED ANNUAL REPORT	01-15-2013		FI		Packet Pg. 208

	AMENDED ANNUAL REPORT	02-08-2012		FI		L.8.a
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	02-03-2011		FI		
	ANNUAL REPORT PAYMENT	02-02-2011	02-01-2011	SYS		
	ANNUAL REPORT PAYMENT	02-18-2010	02-17-2010	SYS		
	ANNUAL REPORT PAYMENT	01-28-2009	01-27-2009	SYS		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	02-11-2008		FI		
	ANNUAL REPORT PAYMENT	02-07-2008	02-06-2008	SYS		
	ANNUAL REPORT PAYMENT	02-07-2007		SYS		
	ANNUAL REPORT PAYMENT	02-10-2006		SYS		
	ANNUAL REPORT PAYMENT	01-31-2005		SYS		
	CHANGE OF REGISTERED AGENT/ADDRESS	09-16-2004		FI	Agent	
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	02-11-2004		FI		
	ANNUAL REPORT PAYMENT	02-04-2004		SYS		
	CHANGE OF REGISTERED AGENT/ADDRESS	09-26-2003		FI		
	ANNUAL REPORT PAYMENT	02-04-2003		SYS		
	ANNUAL REPORT PAYMENT	02-05-2002		SYS		
	ANNUAL REPORT PAYMENT	02-01-2001		SYS		
	STRAIGHT RENEWAL	02-15-2000		FI		
	STRAIGHT RENEWAL	01-19-1999		FI		
	CHANGED RENEWAL	01-19-1999		FI		
	ENTITY NAME CHANGE	04-09-1998		FI		
	ENTITY NAME CHANGE	03-24-1998		FI		
	NEW FILING	02-13-1998		FI		

[About Us](#) | [Announcements](#) | [Laws & Rules](#) | [Feedback](#)
[Policy](#) | [SOS Home](#) | [Oregon Blue Book](#) | [Oregon.gov](#)

For comments or suggestions regarding the operation of this site,
please contact : corporation.division@sos.oregon.gov

© 2023 Oregon Secretary of State. All Rights Reserved.

Council Communication

Water Master Plan Contract Award

Meeting Date:	August 14, 2023	Primary Staff Contact:	Stephanie Reid
Department:	Public Works	E-Mail:	SReid@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Daphnee Legarza	Estimated Time:	10 minutes

Question:

Should the City Council award the Water Master Plan Update contract to HBH Consulting Engineers in the amount of \$200,000.00?

Staff Recommendation:

Staff recommends the Council award the Water Master Plan Update contract to HBH Consulting Engineers in the amount of \$200,000.00.

Authority:

LCMC 2.05.060 ... "the solicitation and award of public contracts in the city shall be accomplished pursuant to the Public Contracting Code, the Model Rules as they now exist, and the Lincoln City Municipal Code. (Ord. 2013-15 § 3; Ord. 2005-04 § 1).

The solicitation for the Water Master Plan met the Code; staff issued a request for proposals on February 27, 2023 and received one proposal on March 30, 2023.

Background:

The previous Water Facilities Plan was completed in 2001. Since then, the City has upgraded the water transmission and distribution system per the Plan recommendations.

Since 2001 we have also completed:

- Water System Efficiency Study in June 2006
- Water Management and Conservation Plan in 2017
- Water Rights Evaluation in 2022
- Water Management and Conservation Plan Five-Year Progress Report in 2023
- Drinking Water Protection Plan in 2015 and we currently updating the Plan

This new Master Plan will be informed with our continuing work and evaluate our demand, supply and distribution needs for the future. The scope of work is attached.

It was not concerning or surprising that the City only received one proposal. HBH has been our consultant on many water projects including developing the system model in 2022 and other capital designs, they are very familiar with our system.

Council Options:

Award the Water Master Plan Update contract to HBH Consulting Engineers in the amount of \$200,000.00.

Financial Impact:

The Water Master Plan Update was budgeted in fiscal year 2023-24 in the amount of \$200,000.00.

Potential Motions:

Move to award the Water Master Plan Update contract to HBH Consulting Engineers in the amount of \$200,000.00.

Attachments:

HBH Consulting Engineers Scope of Work

Attachments:

Scope of Work June 2023 (PDF)

WATER MASTER PLAN

June 26, 2023

SCOPE OF WORK

PROJECT UNDERSTANDING

The previous Water Master Plan was completed in 2001 and since then the City has upgraded the water transmission and distribution system per the Plan recommendations. The City has also completed a Water System Efficiency Study in June, 2006, a Water Management and Conservation Plan in 2017.

SCOPE OF SERVICES

Task 1: Project Management & Meetings

- A. – Kick off Meeting
- B. – Project Management Plan
- C. – Handle Project Communications
- D. – Management of team members, scope & budget
- E. – Monthly project status updates, billing reports and invoices
- F. – Two technical advisory meetings

Task 2: Gathering & Reviewing Background Information

A – Background Data Collection – Collect available City information that HBH does not already have.

B – Review of Existing Documents

The following documents will be reviewed:

- 2001 Water Master Plan
- 2006 Water System Efficiency Study
- 2017 Water Management and Conservation Plan
- Water Rights Evaluation
- WMCP 2023 Progress Report

Task 3: Examine the Impacts to Existing & Anticipated Federal & State Regulations

A – Research upcoming State and Federal Regulation Changes –

This task will include looking into upcoming State (OHA) and Federal (EPA) regulations. HBH will also provide recommendation of specific regulations that the City is aware of.

B – Meeting Current and Future Regulations

This task involves evaluating deficiencies and providing recommendation on to best meet current and proposed future regulations.

Task 4: Population & Water Demands

A – This task consists of statistically determining current population and water demand distribution from City provided data. It would be optimal to evaluate 5 years of data. The following statistical demands will be calculated from existing usage data:

- Peak hour
- Maximum day
- Average day
- Winter day

Unaccounted water will also be estimated and the leakage rate will be determined.

B – Comparison of Permanent to Temporary Users

This task estimates the permanent/transient population ratio from City short term rental information and available hotel data.

C – Project Population

Population will be projected over the next 20 years using data provided by the City, the US Census, Lincoln County, and PSU.

D – Update Model Demands

This task will create four different modeling scenarios based on the four demand conditions listed in 4A.

Task 5: Water Model

A – Hydrant Testing

HBH will fire flow test up to 8 hydrants to provide additional calibration for the current WaterCad model. It is anticipated that this can be completed in one day with the help of three city staff members. City shall provide guidance on what area they want additional calibration, based on fire department requirement and preliminary results.

B – Additional Calibration

Information gathered in the fire flow testing will be used to improve the calibration of the water model.

C – Evaluate System Discrepancies

The model will be run to determine where there are areas of low/high pressure and/or low fire flow for the current condition and for the 20-year projection. The system will be evaluated to determine what is causing those deficiencies.

D – Future System Model

The future system model will be constructed including future system demands and recommended improvements as listed in the capital improvement plan. It will be in the scenario of maximum day plus fire flow.

E – Intermediate Term Fire Flow Model

The existing model does not produce fire flows due to some existing nodes that are below 20 psi before the hydrant even opens. In this model, an interim solution will be presented that fixes low pressure at those areas so the City can provide legal fire flow in the main zone. It is separate from the future model in only a small number of improvements need to make this work and the City can use it as the existing model moving forward to determine fire flows until full buildout of the CIP is achieved.

Task 6: Future Water Needs & Supply Options

A – Research climate effects

This task will evaluate recent trends in stream data provided by the City from source water considering climate change. It can be volume or depth with an approximate cross-section.

B– Compare Available to Required Water Needs

This task will compare available water to projected water needs over the 20-year period and determine if there will be deficiencies.

C – Explore Alternative Water Sources

This will include City recommended surface water alternatives and wells in the area.

D – Water Rights Evaluation

This task will evaluate if more water rights will be needed either because of new sources or lack of capacity in existing water rights.

Task 7: Existing Facility Evaluation

The existing facilities listed below will be evaluated for condition in site visits. City staff reports of known problem areas in the system should be reported prior to or during the site visit so those items can be investigated, photographed, and documented.

- Schooner Creek Intake & Infiltration Gallery
- Drift Creek Intake
- Water Treatment Plant
- Reservoirs
- Pump Stations
- Pressure Reducing Valves
- Fire Hydrant Spacing (mapping only, no field investigations required)

Task 8: System Assessment & Capacity Analysis

HBH will analyze all sectors of the water system to determine if the existing system has the capacity to meet and maintain compliance with the Safe Drinking Water Act. HBH will assess the

condition and performance of the system components to identify elements that will require rehabilitation or replacement during the planning period due to age or condition.

A– Treatment Plant

The treatment plant evaluation will include both volume and treatment effectiveness capacity.

B – Reservoirs

Storage volume of reservoirs will be compared with existing and future needs for operational, fire, emergency, and peaking storage.

C – Pump Stations

Pump Stations will be evaluated to determine if there is sufficient flow for the basins they serve, including fire flow, and sufficient pressure.

Task 9: Improvement Alternatives Analysis

This task includes the development of recommendations for system improvements to improve deficiencies identified in Tasks 3 – 8 for the current condition and for the 20-year projection. These improvement projects will be necessary for the City to meet State and Federal drinking water requirements. These may include upsizing pipe, rezoning of current pressure zones, pressure reducing valves. Pump stations, pipe looping, additional fire hydrants, treatment process changes, etc. When appropriate, HBH will develop and evaluate various alternatives for system improvements to identify the most appropriate and cost-effective improvement option for the City.

Task 10: Seismic Evaluation

A– Seismic Backbone

HBH will identify the seismic backbone of the system. The backbone will identify critical facilities capable of supplying key community needs, including fire suppression, health and emergency response and community drinking water supply points.

B – Mitigation Plan

The mitigation plan will be created to encompass a 50-year planning horizon and include recommendations to minimized water loss from each critical facility, capital improvements or recommendations for further study or analysis. The City will hire a Structural Engineer and their seismic recommendations will be included in this mitigation plan. HBH will create the mitigation plan for pipes only.

Task 11: Capital Plan

HBH will work with City staff to create a Capital Improvement Plan (CIP).It will detail specific recommendation and project cost. The CIP will include all projects required to address the deficiencies identified in the planning effort.

Task 12: Public Meetings

HBH will present the draft Water Master Plan and Rate Study to the City Council for approval. This presentation will focus on the primary issues facing the City and include a discussion of all deficiencies in the system.

Task 13: OHA Review

HBH will coordinate with the City to submit documents to OHA. The direct costs of OHA review will be paid by the City.

Task 14: Master Plan Documentation**A – Draft Report**

HBH will prepare a draft report containing a draft version of all tasks through the Capital Improvement Plan.

B – Final Report

HBH will produce a high-quality Water Master Plan which meets the requirement of OAR 333-061. This report will incorporate a concise and detailed summary of investigations, analyses, alternatives, and recommendations completed. The Master Plan will include background information on the study area, regulatory environment, and identify potential funding sources.

Task 15: Financial Plan**A – Rate Study**

HBH will make recommendation to update the City's water rates. The update will be based upon an evaluation of current and past rates, capital construction debt repayment schedules, system maintenance, administrative costs and projected needs over the next 5 years. This rate study will meet standard developed by Oregon Business Development Department (OBDD).

After the above evaluation, HBH will propose a new water rate schedule that incorporates the updates of the new Capital Improvement Plan.

B– SDC Update

Water SDCs will be examined and updated to match the new proposed CIP.

PROPOSED HOURS AND FEE BY TASK

Task	Description	Hours	Cost
1	Project Management & Meetings	83	\$14,012
2	Gathering & Reviewing Background Info	48	\$7,986
3	Examine the Impacts to Existing and Anticipated Federal & State Regulations	24	\$3,984
4	Population & Water Demand Update	48	\$7,968
5	Distribution System Evaluation	290	\$47,960
6	Future Water Needs & Supply Options	72	\$11,952
7	Existing Facility Evaluation	101	\$16,904
8	System Assessment & Capacity Analysis	76	\$11,956
9	Improvement Alternatives Analysis	168	\$27,924
10	Seismic Evaluation	30	\$4,980
11	Capital Improvement Plan	48	\$8,028
12	Public Meetings	18	\$3,024
13	OHA Review	6	\$948
14	Master Plan Documentation	119	\$19,874
15	Financial Plan	48	\$8,004
	Total		\$195,504

Not Included

- Plan Review Fees
- Structural Engineer Seismic Review
- Any specialty subconsultant inspections or evaluations such as SCADA or reservoir diving

Council Communication

Construction Contract Award SW 13th to SW 17th Overlay

Meeting Date:	August 14, 2023	Primary Staff Contact:	Stephanie Reid
Department:	Public Works	E-Mail:	SReid@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Daphnee Legarza	Estimated Time:	10 minutes

Question:

Should the City Council award the SW 13th Street through SW 17th Street Overlay Project to Road & Driveway Co.?

Staff Recommendation:

Staff recommends the Council award the SW 13th Street through SW 17th Street Overlay Project to Road & Driveway Co.

Authority:

LCMC 2.05.060 (Public Improvement contracts shall be awarded by competitive bid or as provided by the Public Contracting Code or these rules)

Background

The city has completed a design for overlaying SW 13th through SW 17th in-house. This work will rebuild sections of failed roadway, adjust valves and structures as needed and overlay the remaining pavement with 2-inches of new asphalt.

Project Description

This project includes nearly 1,600 tons of asphalt, roadway grinding & preparation for paving, miscellaneous sidewalk repair & reconstruction, and new roadway striping.

Bids

Public Works Department advertised the project for bid on Jun 12th & 13th, 2023. The City Public Works Department opened bids for the project on July 27, 2023. Three bids were received:

Bidder	Bid Amount
Road & Driveway Co.	\$402,582.75
Dan Kaufman Excavating	\$560,340.02
Knife River	\$665,410.60

The lowest responsive and responsible bidder was Road & Driveway Co. in the amount of \$402,582.75.

Project Budget and Costs

This project was approved in the FY23-24 budget, Stree Capital Fund-Street Overlay Projects (211-000-6210009). The budgeted amount was \$1,000,000.

The following table shows the estimated cost to construct and complete the project in FY23-24.

Item	Estimated Cost to Complete FY2023-24
Bureau of Labor and Industries	\$402.58
Construction Bid	\$402,582.75
Art (1/2 of one percent of the construction bid)	\$2,012.91
Construction Contingency	\$80,516.56
Total	\$485,514.80

Recommendation

Staff recommends the construction contract be awarded to Road & Driveway Co. in the amount of \$402,582.75 with a construction contingency of \$80,500.00 (20 percent of bid amount) for a total amount of \$483,098.75

Attachments:

Bid Tab

Attachments:

SW 13th -17th Bid Results (PDF)

SW 13th - SW 19, SW Fleet Overlay			Engineer's Estimate			Road & Driveway Co		Dan Kaufman Excavating		Knife River	
	ITEMS	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	Sidewalk Bid Items										
1	Mobilization & General Conditions	1	LS	\$35,000.00	\$35,000.00	\$40,258.27	\$40,258.27	\$37,186.56	\$37,186.56	\$60,000.00	\$60,000.00
2	Temporary Work Zone Traffic Control, Complete	1	LS	\$8,000.00	\$8,000.00	\$35,822.56	\$35,822.56	\$15,815.16	\$15,815.16	\$45,840.00	\$45,840.00
3	General Demolition and Roadway Reconstruction	1	LS	\$30,000.00	\$30,000.00	\$27,074.00	\$27,074.00	\$80,966.25	\$80,966.25	\$47,300.00	\$47,300.00
4	Cold Plan Removal, Minimum 2"	16726	SF	\$1.50	\$25,089.00	\$1.17	\$19,569.42	\$0.58	\$9,701.08	\$2.60	\$43,487.60
5	Level 2, 1/2" Dense ACP, 2" Depth	1110	TN	\$200.00	\$222,000.00	\$100.54	\$111,599.40	\$166.66	\$184,992.60	\$180.00	\$199,800.00
6	Level 2, 1/2" Dense ACP, 4" Depth	320	TN	\$200.00	\$64,000.00	\$150.66	\$48,211.20	\$167.77	\$53,686.40	\$181.00	\$57,920.00
7	Roadway Fabric Underlayment	16675	SF	\$1.50	\$25,012.50	\$0.57	\$9,504.75	\$0.78	\$13,006.50	\$0.56	\$9,338.00
8	Manhole Rim Adjustment - Minor	12	EA	\$400.00	\$4,800.00	\$250.00	\$3,000.00	\$615.42	\$7,385.04	\$475.00	\$5,700.00
9	Catch Basin Adjustment/Rebuild	2	EA	\$1,500.00	\$3,000.00	\$450.00	\$900.00	\$955.00	\$1,910.00	\$1,085.00	\$2,170.00
10	Tree Removal & Grind Stump	1	EA	\$25,000.00	\$25,000.00	\$8,210.60	\$8,210.60	\$4,725.00	\$4,725.00	\$10,625.00	\$10,625.00
11	Adjust Water Valve	19	EA	\$500.00	\$9,500.00	\$75.00	\$1,425.00	\$144.38	\$2,743.22	\$388.00	\$7,372.00
12	Methyl Methacrylate, Sprayed Stripe, dashed Yellow - 4"	380	LF	\$3.00	\$1,140.00	\$10.31	\$3,917.80	\$11.22	\$4,263.60	\$9.95	\$3,781.00
13	Methyl Methacrylate, Sprayed Stripe, White - 4"	1610	LF	\$3.00	\$4,830.00	\$4.04	\$6,504.40	\$11.18	\$17,999.80	\$4.30	\$6,923.00
14	Thermoplastic Extruded Stop Bar	100	LF	\$14.00	\$1,400.00	\$25.81	\$2,581.00	\$41.13	\$4,113.00	\$21.73	\$2,173.00
15	Asphalt Berm	1900	LF	\$6.00	\$11,400.00	\$5.00	\$9,500.00	\$5.00	\$9,500.00	\$6.72	\$12,768.00
16	Aggregate Base (3/4"-0" or 1"-0")	475	CY	\$100.00	\$47,500.00	\$98.73	\$46,896.75	\$105.99	\$50,345.25	\$139.00	\$66,025.00
17	Asphalt Driveway Transitions, 3" ACP depth	15640	SF	\$2.00	\$31,280.00	\$0.58	\$9,071.20	\$3.33	\$52,143.76	\$3.70	\$57,868.00
18	Concrete Sidewalk & Ramps, 4" Depth	220	SF	\$25.00	\$5,500.00	\$33.67	\$7,407.40	\$28.19	\$6,201.80	\$78.50	\$17,270.00
19	Standard Curb and Gutter	100	LF	\$75.00	\$7,500.00	\$111.29	\$11,129.00	\$36.64	\$3,664.00	\$90.50	\$9,050.00
	TOTAL				\$561,951.50		\$402,582.75		\$560,349.02		\$665,410.60

Council Communication

EPA Community Wide Assessment Brownfields Contract Award

Meeting Date: August 14, 2023 Primary Staff Contact: Seth Lenaerts
 Department: Economic Development E-Mail: SLenaerts@lincolncity.org
 Secondary Dept: Secondary Contacts:
 Approval: Daphnee Legarza Estimated Time: 15

Question:

Should the City Council award the Professional Consulting Services contract for the City's EPA Brownfields Community-Wide Assessment Grant to Maul Foster Alongi (MFA)?

Staff Recommendation:

Staff recommends the Council approve the selection of Maul Foster Alongi (MFA) based on their Statement of Qualifications and interview in response to the Request for Qualifications to provide Brownfields technical and project assistance to the City in support of its FY22 Brownfields Community-Wide Assessment Grant (Grant) from the Environmental Protection Agency (EPA).

Authority:

The total EPA grant funded budget for this project is \$500,000. The City Council acting as the Local Contract Review Board is asked to approve the personal services contract which exceeds the delegated authority of the City Manager, which this does. Staff issued a formal Request for Qualifications and received five (5) responses. Staff reviewed the Statements of Qualification submitted by the applicants and then conducted interviews of four (4) of the firms. Based on the Statement of Qualifications and interviews MFA scored the highest among the responses and Staff recommends their selection.

Definition of Brownfield + Associated Challenges:

A Brownfield can be property with perceived or actual contamination. Sometimes a property has been identified because of a known barrier to redevelopment (a buried heating oil tank, for example) or an unknown challenge based on historical uses (a former gas station property, for example). Or a property can be inactive for years, held in the same ownership with no sale or redevelopment activity; this sort of trend could mean that there is some barrier to develop or sale. In these cases, Brownfield funds can be one way to determine if there is any contaminant on the property so the condition and solution become known. Once the information is known, it can support property

negotiations to lead to shared objectives on the part of the seller and buyer, or for the property owner if it is their intention to develop.

Background:

City Council has increased economic development efforts by making available a toolbox similar to the Urban Renewal Agency's Year 2000 Development Plan, which sunsetted in 2021. The economic development toolbox purpose is to assist business and property owners, as well as support the housing needs in Lincoln City. A Brownfield Assistance Tool can now be moved forward because of this EPA Community-Wide Assessment Grant. The tool is designed for assistance to private commercial or mixed-use projects that support the efforts of the Urban Renewal Agency, City Council, and Community Vision Plans. Funds can be used to address Brownfield site challenges to further sale or redevelopment of the property.

On November 14, 2022, City Council approved the staff recommendation to enter into a 4-year Cooperative Agreement with the EPA so the City could be awarded a \$500,000 Brownfields grant. This grant funding will be used to hire a consultant to further the work outlined in the 2020 Underutilized Property Survey for: inventory, characterize, assess, conduct a range of planning activities, develop site-specific cleanup plans, and conduct community involvement related to brownfield sites. This RFQ was issued to find the consultant to provide these services. The City received five (5) Statements of Qualification (SOQ) and scored them according to the published RFQ including:

- Experience and Capacity
 - Experience providing Brownfields environmental services
 - Experience with Public Agencies including EPA, Oregon Brownfields Programs, Oregon DEQ, and local government project support
 - Firm and staff qualifications
 - Experience administering Brownfields grants
- Proposed Methodology
- Cost Proposal
- References
- Minority, Woman, Veteran and Emerging Small Business Participation

Project Costs:

Applicant #1 – \$414,542

Applicant #2 – \$485,000

Applicant #3 - \$485,500

Applicant #4 - \$489,500

Applicant #5 - \$485,479.50

After these five (5) written Statements of Qualification (SOQ) were graded by staff, there was a unanimous decision to eliminate Respondent #1. However, there was not consensus on a firm to select. The interview team decided they wanted more information and offered interview invitations to the remaining four (4) firms to determine the final staff recommended firm.

FIRM	Reviewer #1 (100)	Reviewer #2 (100)	Reviewer #3 (100)	TOTALS	AVERAGE
Respondent #1	92	75	70	237	79
Respondent #2	97	80	95	272	91
Respondent #3	100	72	93	265	88
Respondent #4	100	75	74	249	83
Respondent #5	94	82	88	264	88

The interviews included 6 questions, each with maximum 5 points (total 30 points), and were rated on the following scale using criteria specific to each question:

- 5 – Exceptional
- 4 – Exceeds expectations to adequately perform this work
- 3 – Meets expectations to adequately perform this work
- 2 – Approaches expectations to adequately perform this work
- 1 – Fails to meet expectations to adequately perform this work

Interview Responses (General Assessment)

- Communication (listening/articulating)
- Professionalism
- Judgment/Reasoning
- Interpersonal Skills
- Thinking on their feet

Interview Responses (Specific Assessment)

- Knowledge of Oregon's Brownfields Program/Partners
- Direct experience working with DEQ and DEQ processes, Relevant project examples
- Communication, clear project team roles, ability to lead and manage project through the grant term. Identify the City's role to optimize project outcomes
- Experience working with Brownfield Advisory Committees
- Communication with property owners, rural experience, outreach plans and methods

FIRM	Reviewer #1 (30)	Reviewer #2 (30)	Reviewer #4 (30)	TOTALS	AVERAGE
Respondent #2	17	19	21	57	19
Respondent #3	19	20	24	63	21
Respondent #4	28	23	27	78	26
Respondent #5	25	22	25	72	24

The scores for the interview are shown in the table above. Respondent #4 – MFA, was chosen unanimously. In addition to the firm having the unanimously high score, the interview team found that MFA stood out in the following ways:

1. In-depth and multifaceted experience with Brownfields in Oregon.
2. Comprehensive answers showing expertise throughout all phases of the grant.
3. Experience and past work in Lincoln City.
4. Team makeup, roles and cohesion.
5. Thoughtfulness in approach and understanding local needs.

Staff will complete MFA's reference check by August 8 and will provide an update at the City Council meeting.

Financial Impact:

The performance period for the grant is four years with a quarterly reporting requirement. There is no community matching requirement for grant funds. The EPA CWA grant funds will serve as the City's Brownfield Ec Dev Tool until/unless other funding sources are available.

Looking ahead:

Although this grant does not include funding for clean-up, if any contamination is discovered, staff intends to apply for additional funding in the future should that be needed to further objectives for public or private properties. This would continue in the years ahead through the City's Brownfield Ec Dev Tool.

Council Options:

Council has the option to: (1) approve the selection of MFA based on the review and scoring of five (5) companies responding to the RFQ, (2) instruct staff to renew the search for a consultant, or (3) instruct staff to go with another consultant option.

Potential Motions:

I hereby move that City Council approve the staff recommendation to award the Professional Consulting Services contract to MFA and direct staff to carry out contract negotiations with MFA.

I hereby move that City Council deny the staff recommendation to award the Professional Consulting Services contract to MFA and instruct the Economic Development Team to pursue other options to implement the EPA grant