

CITY OF LINCOLN CITY

LINCOLN CITY COUNCIL AGENDA

MONDAY APRIL 12, 2021 6:00 PM

6:00 PM - The Lincoln City Council for April 12, 2021 will be held via Zoom. The City Council Chambers will be open and the meeting will be broadcast live in the Council Chambers. It will also be live on Channel 4 and through streaming on the web at [www.lincolncity.org](http://www.lincolncity.org).

Public comments can be submitted to [publiccomment@lincolncity.org](mailto:publiccomment@lincolncity.org), by attending the City Council meeting, or by attending through Zoom invitation.

Public comments submitted by email to [publiccomment@lincolncity.org](mailto:publiccomment@lincolncity.org) will be summarized and entered into the record.

Citizens present in the Council Chambers will be given the opportunity to comment via Zoom. Laptops will be set up for those comments. Citizens present in the Council Chambers will be required wear a face covering and must observe social distancing. A member of the Information Technology staff will be present during the meeting to assist with any technical issues.

Citizens requesting to give public comment via Zoom must email [publiccomment@lincolncity.org](mailto:publiccomment@lincolncity.org) no later than 12 pm on the meeting day. The request must include the person's name, the subject the person wishes to address and the Zoom screen name the person intends to use for the meeting. A Zoom invitation will be sent to the person requesting prior to the meeting. Persons who will give public comment via Zoom will be placed in a Zoom waiting room upon entering the meeting until the public comment portion of the meeting at which time they will be admitted into the meeting through Zoom.

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 the City Recorder, 541-996-1203.

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.

All information for this meeting is available at [www.lincolncity.org](http://www.lincolncity.org) under "Agenda, Packets & Video". This meeting will be televised on Channel 4. For additional rebroadcast times, please consult the Channel 4 guide on the hour.

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. CONSENT AGENDA**

1. Regular Meeting – Minutes of Work Session – March 15, 2021 4:30 PM
2. Regular Meeting – Minutes of Work Session – March 29, 2021 5:00 PM
3. Regular Meeting – Minutes of Regular Meeting – March 22, 2021 6:00 PM
4. Regular Meeting – Minutes of Joint Meeting with North Lincoln Fire – April 5, 2021 6:00 PM
5. Oregon Liquor Control Commission - Request for Off-Premises Liquor License for Olde Line Lanes

**E. COUNCIL DELIBERATIONS**

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

6. Public Comments

**G. PRESENTATIONS**

7. Salmon Drift Creek Watershed Council Presentation

**H. PUBLIC HEARING / ORDINANCE**

**I. PUBLIC HEARINGS / PUBLIC COMMENTS**

**J. ORDINANCES**

**K. RESOLUTIONS**

1. RESOLUTION NO. 2021-14 A RESOLUTION OF THE CITY OF LINCOLN CITY UPDATING FEES AND CHARGES (FORMULA) FOR LICENSED RIGHT-OF-WAY OCCUPANCY / USE
2. RESOLUTION 2021-16 A RESOLUTION OF THE CITY OF LINCOLN CITY, OREGON, SETTING FORTH CORRECTIVE MEASURES FOR DEFICIENCIES IDENTIFIED IN THE 2019-20 ANNUAL FINANCIAL REPORT

**L. SPECIAL ORDER OF BUSINESS**

3. Appointment to Explore Lincoln City Committee - Applicant Mellissa Sumner
4. Interim City Manager, Consultant Contract & Recruitment of City Manager
5. Order Approving Real Property Lease - McKay's Market Building
6. Lincoln City Goals, Priorities and Tasks for Fiscal Year 2022
7. Department Update: Economic Development
8. Department Update: Human Resources
9. COVID-19 Update
10. Echo Mountain Complex Update

**M. CITY MANAGER/CITY ATTORNEY REPORTS**

- N. ACTIONS, IF ANY, BASED ON WORK SESSION OR EXECUTIVE SESSION**
- O. ADDITIONAL COMMENTS FROM CITIZENS PRESENT ON NON-AGENDA ITEMS**
- P. ANNOUNCEMENTS OR COMMENTS BY CITY COUNCIL**
- Q. ADJOURNMENT**

CITY OF LINCOLN CITY

CITY COUNCIL MINUTES OF WORK SESSION MEETING

March 15, 2021, 4:30 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](http://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**

Council President Casper called the meeting to order. Council President Casper advised the public that there are now three ways to provide public comment.

1. Comments can be made through email to [publiccomment@lincolncity.org](mailto:publiccomment@lincolncity.org);
2. Comments can be made via Zoom if a request is emailed to [publiccomment@lincolncity.org](mailto:publiccomment@lincolncity.org) by 12 pm on the meeting day;
3. Comments can be made in person at the Council Chambers (COVID-19 precautions are taken).

Attendee Name	Title	Status	Arrived
Judy Casper	Councilor Ward 3	Present	4:30 PM
Diana Hinton	Councilor Ward 1	Present	4:30 PM
Riley Hoagland	Councilor Ward 2	Present	4:30 PM
Rick Mark	Councilor Ward 3	Present	4:30 PM
Mitch Parsons	Councilor Ward 1	Present	4:30 PM
Anne Marie Skinner	Councilor Ward 2	Present	4:30 PM
Vacant	Mayor		

Staff Present: Ron Chandler, City Manager; Richard Appicello, City Attorney; Chief Palmer, Lincoln City Police Department; Ed Dreistadt, ELC Director; Jeanne Sprague, Parks and Recreation Director; Debbie Bridges, Finance Director; Ken Murphy, Emergency Preparedness Coordinator; David Twigg, I.T. Support Specialist; Jamie Young, City Recorder.

## A. Discussion Items

### A. Priorities and Tasks for City Council FY2022 Goals Community Engagement, Emergency Preparedness and Parks and Recreation

*Mr. Chandler spoke about the three topics on the table for the work session; Community Engagement, Emergency Preparedness, and Parks and Recreation.*

*The Community Engagement goal is to increase participation and develop skills for civic engagement. One of the goals is to increase the human touch by having Department Heads, the City Manager and Police patrols incorporate time away from their desks to visit with businesses and residents. Councilor Hinton agrees with this. Councilor Skinner asks what is the end goal of having Department Heads meet with businesses and residents. Mr. Chandler said to open the lines of communication.*

*The second part is increasing information to the public by promoting the City's official web page. There will be a hot topics feature and a month at a glance for the agenda items. Councilor Mark would like this promoted for people to start making a habit out of searching the City website. Councilor Skinner would like to see more detail of projects and applications submitted to the City posted on the website. Councilor Hoagland would like everything to be more transparent down to the location of the street sweeper. Councilor Hinton would like to not have to hunt for information, she likes the weekly report. Councilor Hinton thinks that the month at a glance and upcoming items of interest is a great idea. Councilors Casper and Parsons agree with adding the month at a glance. The third priority is the role of the committees and how they operate and providing annual training.*

*Mr. Chandler discussed Emergency Preparedness. There were four priorities:*

- 1. Initiate and promote a personal preparedness education program. Councilor Hinton would like to see emergency kits provided at all the vacation rentals as a requirement. Councilor Skinner asked how this would be enforced.*
- 2. Emergency preparedness training for staff. Ken Murphy spoke about the Emergency Operations Center (EOC).*
- 3. Storage of emergency supplies City-wide. The three tasks associated with those are; determine the storage sites at City facilities, purchase items for employees during the times they are called out for an emergency, and stock and supply caches. Mr. Murphy said there are cots, sheets, and blankets for fifty people. There are six caches and Mr. Murphy would like to get these filled to help citizens.*
- 4. Mr. Chandler showed photos of the different electronic reader boards available. Mr. Chandler said that there are currently three monument signs in the works that could have electronic abilities.*

*Mr. Chandler said that the third topic is Parks and Recreation; which is to provide and maintain natural resources and recreational opportunities. There are four priorities identified.*

- 1. Provide and maintain a recreational program and there are three tasks associated; the first two tasks are re-engaging what was done in the past, the third is teen center programming.*
- 2. Develop the Taft Park; four items that need to be done; archeological survey, topographical survey, the design of the park, and the fourth item is making sure there is a funding source.*
- 3. The Nesika Park; there are four items; trail connections, Dog Park, nature play area, and the nature overlook. Ms. Sprague said the items were prioritized by the least amount of financial impact to the greatest. The trail connections could possibly be done in-house. Councilor Hinton asked with the new \$1.9 trillion is being sent out, could this money be used to start a foundation for parks? Councilor Hoagland said that he had an idea of putting QR codes at all of the parks for people to make donations. Mr. Chandler told Councilor Hinton he is not sure yet. Councilor Parsons said that he still hears weekly about the dog park and he hopes it does not fall by the*

wayside and Councilor Skinner agrees. Councilor Mark said that there is plenty of room for a dog park at the Taft Park.

4. *Parking for recreational facilities, Mr. Chandler spoke about the expense of developing a parking lot versus using wayfinding to underused parking lots. There are three underused parking areas; SE 3<sup>rd</sup> Street, which would be near the Nesika Park; the parking lot located by Ace Hardware, which would be near Taft Park; West Devils Lake Boulevard which would be near The Knoll. Councilor Parsons raised a concern about having the parking further away from the dog park. Councilor Hoagland would like to see a dog park added at Regatta as well.*

## 2. **ADJOURNMENT**

*Councilor Casper adjourned the meeting at 6:06 PM.*

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JUDY CASPER, COUNCIL PRESIDENT

ATTEST:

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JAMIE YOUNG, CITY RECORDER

CITY OF LINCOLN CITY

CITY COUNCIL MINUTES OF WORK SESSION MEETING

March 29, 2021, 5:00 PM

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**APPROVED BY CITY COUNCIL**

**DATE:**

**1. CALL TO ORDER**

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Attendee Name	Title	Status	Arrived
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Anne Marie Skinner	Councilor Ward 2	Present	5:00 PM
Vacant	Mayor		

*Staff Present: Ron Chandler, City Manager; Richard Appicello, City Attorney; Chief Palmer, Lincoln City Police Department; Abigail Edwards, Human Resources Director; Alison Robertson, Economic Development and Urban Renewal Director; Jeanne Sprague, Parks and Recreation Director; Stephanie Reid, City Engineer; Sungman "Simon" Kim, Planning and Community Development*

*Director; David Mattison, Senior Planner; Debbie Bridges, Finance Director; Ken Murphy, Emergency Services Coordinator; David Twigg, I.T. Support Specialist; Jamie Young, City Recorder.*

## **2. DISCUSSION ITEMS**

### **A. Priorities and Tasks for City Council's Goals for Fiscal Year 2021-2022 - Economic Development & Workforce Housing, Financial, Infrastructure, and Sustainability**

*Mr. Chandler listed the goals of the meeting as; Economic Development & Workforce Housing, Financial Goals, Infrastructure, and Sustainability.*

*The first goal is Economic Development & Workforce Housing, the first of four priorities are; complete, fund, and expand the City's toolbox incentive program. The two tasks are to complete the childcare tool and fund the toolbox. The second priority is to close out the Urban Renewal District, the two tasks are to settle the sunsetting Urban Renewal district's assets and complete the Bayside Boardwalk design and permitting process. The third priority is creating the second Urban Renewal District Councilor Skinner asked if two of these steps are correcting the urban growth boundary on the map and looking at expanding the boundary. Mr. Chandler said it was likely that Urban Growth Boundary work would be required. The fourth priority is to increase the number of residential units. There are three tasks associated with this; sell remnant properties, complete the housing tool of the toolbox, and continue to support the workforce housing on 25th Street.*

*The second goal is Financial Goals; Mr. Chandler spoke of the different funds and long-term goals. Councilor Hinton asked about the rescue funds that are coming from Washington DC, could this money be used to start a foundation for Parks and Recreation? Mr. Chandler thought that is possible from what he has read. Councilor Hinton thinks that the money should arrive in May and the City should be ready.*

*The third goal is Infrastructure; Stephanie Reid, City Engineer, spoke about the long-term compliance requirement. There is a requirement to report annually. Ms. Reid also spoke about the assessment of system development charges.*

*The final goal is sustainability; David Mattison, Senior Planner, spoke about the priorities and goals. Councilor Hinton asked about sustainable transportation and the transportation system plan. Councilor Hinton suggested talking to Ms. Reid about the priorities and goals. Ms. Reid said that she would love to work with Mr. Mattison as the goals are very consistent with the transportation system plan. Ms. Robertson spoke about the charging stations. Ms. Sprague said that Parks and Recreation work directly with Lincoln County Transit and they would be happy to work with the Sustainability Committee as well. Ms. Sprague also said that the biodegradable dog bags are already in place at all doggy bag stations. Councilor Parsons said that Council has previously discussed removing mid-block crosswalks.*

*Mr. Chandler told Council that these items would be presented on the April 12th agenda for decision. Mr. Chandler also reminded Council about the joint meeting next Monday at 6 PM with North Lincoln Fire and Rescue.*

## **3. ADJOURNMENT**

2 – Lincoln City Council Minutes March 29, 2021

*Council Casper adjourned the meeting at 6:14 PM*

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JUDY CASPER, COUNCIL PRESIDENT

ATTEST:

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JAMIE YOUNG, CITY RECORDER

CITY OF LINCOLN CITY

CITY COUNCIL MINUTES OF MEETING

March 22, 2021, 6:00 PM

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3. Comments can be made in person at the Council Chambers (COVID-19 precautions are taken).

**B. ROLL CALL**

Attendee Name	Title	Status	Arrived
Judy Casper	Councilor Ward 3	Present	6:00 PM
Diana Hinton	Councilor Ward 1	Present	6:00 PM
Riley Hoagland	Councilor Ward 2	Present	6:00 PM
Rick Mark	Councilor Ward 3	Present	6:00 PM
Mitch Parsons	Councilor Ward 1	Present	6:00 PM
Anne Marie Skinner	Councilor Ward 2	Present	6:00 PM
Vacant	Mayor		

Staff Present: Ron Chandler, City Manager; Richard Appicello, City Attorney; Chief Palmer, Lincoln City Police Department; Abigail Edwards, Human Resources Director; Alison Robertson, Economic Development and Urban Renewal Director; Ed Dreistadt, ELC Director; Jeanne Sprague, Parks and Recreation Director; Stephanie Reid, City Engineer; Debbie Bridges, Finance Director; Sungman "Simon" Kim, Planning and Community Development Director; Tony LaSoya, I.T. Director; Jamie Young, City Recorder.

**C. PLEDGE OF ALLEGIANCE**

Skipped due to the meeting being held remotely

**D. CONSENT AGENDA**

1. Regular Meeting – Minutes of Regular Meeting – March 8, 2021 6:00 PM

<b>MOTION:</b>	<b>Consent Agenda</b>
<b>MOVER:</b>	<b>Rick Mark, Councilor Ward 3</b>
<b>SECONDER:</b>	<b>Anne Marie Skinner, Councilor Ward 2</b>
<b>AYES:</b>	Casper, Hinton, Hoagland, Mark, Parsons, Skinner
<b>RESULT:</b>	<b>Passed</b>

**E. COUNCIL DELIBERATIONS**

*Council President Casper continued item L3 to the April 12th meeting.*

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

*No Citizens present for Comment.*

*Mr. Chandler said that there were seven citizens who requested to speak via Zoom. There are seven additional comments submitted since the agenda was published.*

*Alisa Dunlap, Regional Business Manager for Pacific Power, spoke about their operations in Lincoln City since 1960. Ms. Dunlap said that she submitted a letter for the record as well. Pacific Power has been engaged in a conversation with the Cultural Center that leases the property from the City of Lincoln City. Ms. Davis said that there would be a photo in slide 16 that was listed as taken in September of 2020 and wanted to remind everyone that was during the Echo Mountain Fire. Ms. Dunlap also commented regarding Alison Robertson, Economic Development Director. Ms. Dunlap spoke in support of the Economic Development, how the programs are connected.*

*Greg Berton, Board Member and past President of the Lincoln City Cultural Center stated that the Board is unanimously in agreement with the presentation by Niki Price that will be presented later. Mr. Berton's letter is added to the record.*

*Heather DeSart, Executive Director of Northwest Oregon Works, spoke in support of Lincoln City's Economic Development Department. Ms. DeSart said Northwest Oregon Works are here for the support of the community and have resources they can deploy to assist.*

*Paul Schuytema, Executive Director of the Economic Development Alliance of Lincoln County, spoke about the North Lincoln Economic Development Program and spoke in support of Lincoln City's Economic Development Department.*

*Janet Knipe, President of the Roads End Improvement Association, submitted a letter for the record and shared her letter regarding fireworks.*

*Dave Price, Oregon Coast Community College Small Business Development Center, spoke in support of Lincoln City's Economic Development Department. Mr. Price also spoke about the small business toolkit.*

*Lori Arce-Torres, Lincoln City Chamber of Commerce, spoke in support of Lincoln City's Economic Development Department.*

*Mr. Chandler said there were seven emails submitted to the public comment email after the agenda was published. Three of those testified via Zoom tonight. Mr. Chandler summarized the remainder.*

*Georgia Roelof sent an email regarding the departure of Mr. Chandler and hopes for the future hiring process.*

*Al Mortlock sent two emails; he is a Board Member of the Lake Villages Home Owners Association, asking questions about the canal and maintenance.*

*Alisa Dunlap sent an email and also testified.*

*Nancy Oksenholt sent an email about the scooter presentation.*

*Lori Arce-Torres sent an email and testified.*

*Janet Knipe sent an email and also testified.*

## **G. PRESENTATIONS**

### **2. Presentation: New Business - Bird Rides, Inc. (Scooters), Michael Covato**

*Michael Cavato from Bird Rides gave a presentation regarding scooters being brought to Lincoln City.*

<b>MOTION:</b>	<b>Motion to Direct Staff to Further Discuss with Bird Rides and Bring Back to Council at a Work Session</b>
<b>MOVER:</b>	<b>Rick Mark, Councilor Ward 3</b>
<b>SECONDER:</b>	<b>Mitch Parsons, Councilor Ward 1</b>
<b>AYES:</b>	Mark, Parsons
<b>NAYS:</b>	Casper, Hinton Hoagland, Skinner
<b>RESULT:</b>	<b>Motion Fails</b>

### **3. Annual Update: Lincoln City Cultural Center**

*Alison Robertson, Economic Development and Urban Renewal Director, spoke about the window restoration project and gave an update on the Cultural Center's projects.*

*Dorcas Holzapfel, Lincoln City Cultural Center President, gave kudos to Alison Robertson. Ms. Holzapfel also extended best wishes to Mr. Chandler. Ms. Holzapfel also talked about the Cultural Plaza project.*

*Niki Price, Lincoln City Cultural Center Director, gave an update of 2020 and an update of the upcoming project. Mr. Appicello spoke about the terms of the lease for the Lincoln City Cultural Center. Councilor Skinner said that she would be interested in seeing the road easement when available. Councilor Casper said Council would work on a letter of support.*

**MOTION: Unanimous Consent to Direct Staff to Determine Rent Abatement and look into the Easement Deed**

### **4. Mural Art in Parks - Public Art Donation**

*Jeanne Sprague introduced David Jamieson, Parks and Recreation Board Chair; Larry Stevens, Public Arts Committee member; and Crystal Akins, Founder and Executive Director of Activate Arts.*

*David Jamieson said the Parks and Recreation Board fully supports both projects that Ms. Akins will present tonight.*

Larry Stevens said that the Public Arts Committee is in favor of both projects Ms. Akins is presenting as well.

Crystal Akins gave a presentation on public art murals and said she is here to ask for approval of six more murals. The artist at the Lincoln City Community Center would be Krista Eddy. The artist at Josephine Young Park would be Katia Kyte. The artist at the NW 26th Street Beach Access would be Bryan Nichols. Ms. Akins would be the artist featured for two small murals at the Kids & Seniors Park in Cutler City and Wecoma Park. Ms. Akins would also be doing a larger mural located by Mo's on SW 51st Street.

<b>MOTION:</b>	<b>Motion to Approve Six Donated Art Murals From the Community Art Project at the Lincoln City Community Center, Josephine Young Park, NW 26th Street Beach Access, Kids &amp; Seniors Park in Cutler City, Wecoma Park, and SW 51st Street.</b>
<b>MOVER:</b>	<b>Mitch Parsons, Councilor Ward 1</b>
<b>SECONDER:</b>	<b>Anne Marie Skinner, Councilor Ward 2</b>
<b>AYES:</b>	Casper, Hinton, Hoagland, Mark, Parsons, Skinner
<b>RESULT:</b>	<b>Passed via Voice Vote</b>

#### 5. Last Words Art Installations - Public Art Donation

Crystal Akins, Founder and Executive Director of Activate Arts, gave a presentation about Last Words Art Installations. This project uses art to provide support to the community in time of grief or loss. The project will run April through June 2021 at Siletz Bay, Nesika Park, and Josephine Park.

<b>MOTION:</b>	<b>Motion to Approve to the Three Last Word Installations at Siletz Bay, Nesika Park, and Josephine Park.</b>
<b>MOVER:</b>	<b>Mitch Parsons, Councilor Ward 1</b>
<b>SECONDER:</b>	<b>Anne Marie Skinner, Councilor Ward 2</b>
<b>AYES:</b>	Casper, Hinton, Hoagland, Mark, Parsons, Skinner
<b>RESULT:</b>	<b>Passed via Voice Vote</b>

## H. PUBLIC HEARING / ORDINANCE

## I. PUBLIC HEARINGS / PUBLIC COMMENTS

## J. ORDINANCES

## K. RESOLUTIONS

## L. SPECIAL ORDER OF BUSINESS

### 1. Funding on Hold - Percentage of Public Arts Fund

<b>MOTION:</b>	<b>Motion to Release Funds from Account 193006301101 Expenditure of the City's Art Fund</b>
<b>MOVER:</b>	<b>Anne Marie Skinner, Councilor Ward 2</b>
<b>SECONDER:</b>	<b>Mitch Parsons, Councilor Ward 1</b>
<b>AYES:</b>	Casper, Hinton, Hoagland, Mark, Parsons, Skinner
<b>RESULT:</b>	<b>Passed via Voice Vote</b>

2. Arbor Day 2021 Proclamation

*Jeanne Sprague spoke about Arbor Day and Celebrating with Driftwood Public Library. Council President Casper read a proclamation. Councilor Parsons asked that SE 3rd be changed to Nesika Park.*

**MOTION:** Motion to Approve Arbor Day 2021 Proclamation with Corrections  
**MOVER:** Anne Marie Skinner, Councilor Ward 2  
**SECONDER:** Riley Hoagland, Councilor Ward 2  
**AYES:** Casper, Hinton, Hoagland, Mark, Parsons, Skinner  
**RESULT:** Passed via Voice Vote

3. Order Approving Real Property Lease - McKay's Market Building

*Councilor Casper postponed until the meeting of April 12th.*

4. AFSCME Letter of Agreement--One-Year Union Contract Rollover

*Councilor Parsons asked who is covered by the contract and Ms. Edwards responded that it does not include the Police Department, Department Heads, or Supervisors.*

**MOTION:** Motion to Approve One-Year Rollover Agreement-AFSCME Union Contract  
**MOVER:** Anne Marie Skinner, Councilor Ward 2  
**SECONDER:** Diana Hinton, Councilor Ward 1  
**AYES:** Casper, Hinton, Hoagland, Mark, Parsons, Skinner  
**RESULT:** Passed via Voice Vote

5. City Hall HVAC Construction Award

*Councilor Hoagland asked if we have LEED (Leadership in Energy and Environmental Design) Certified Staff and if so are they involved with the selection process. Ms. Reid said that we do have LEED Certified Staff but they were not involved because they were working with Energy Trust. Councilor Hinton asked if two specific locations would see improvement from the new HVAC. Ms. Reid confirmed and said the Library as well should see improvements as they have experienced cold spots too.*

**MOTION:** Motion to Approve City Hall HVAC Construction Award to Point Monitor for \$176,593 with a Construction Contingency for \$17,700 for a Total of \$194,293.  
**MOVER:** Anne Marie Skinner, Councilor Ward 2  
**SECONDER:** Mitch Parsons, Councilor Ward 1  
**AYES:** Casper, Hinton, Hoagland, Mark, Parsons, Skinner  
**RESULT:** Passed by Roll Call Vote

6. Input for TCB contract at Beach Accesses on 4th of July

*Chief Palmer said that he reached out to TCB Security and they might be able to supply five individuals at \$35.25 per hour, which equates to a little over \$2700. Richard Appicello said there are four options right now and they are not asking Council to approve a contract, just provide some direction. Option one is not to do anything; Option two, hire TCB to create presence and observing only; Option three, Violation/Citation level enforcement; Option four, bring them under the level of the police department. Councilor Skinner asked if this method of having private security will help eliminate illegal fireworks. Chief Palmer was not able to say for sure, a uniform presence may help deter. Chief Palmer also cautioned Council that this year's holiday would be different; COVID stress release can already be seen at Spring break across the nation. Councilor Skinner asked the Chief what information could be provided*

to help make a decision. Chief Palmer said that trying a uniform presence without citation issuing authority would be the best option. If that does not work, then maybe next year citation issuing authority. Councilor Hinton asked the Chief about changing the schedule from 12 pm-12 am to 2 pm-2 am; the fireworks go long after midnight. Chief Palmer said that he can look at it, but he has to have adequate coverage for the day shift. Councilor Hinton also stated the fireworks generally start around June 30th and run through the summer and is hoping that the ATVs will still be out. Chief Palmer says that would be a topic that requires direction from Council, it will require direct overtime. Councilor Hinton asked about the confiscation of fireworks and asked if TCB security would be able to do that. Chief Palmer confirmed that is possible with enforcement duties assigned. Councilor Hinton said that she is in favor of TCB Security writing citations. Councilor Hoagland said that we have no guarantee that we have any officers coming and if we do, they will be brand new. Councilor Hoagland said he worked private security and people are not going to listen to an unarmed security officer. Councilor Hoagland has some serious concerns about giving TCB Security authority to remove items from people. Councilor Hoagland suggested having a committee willing to volunteer to help or having Chief Palmer check with other agencies for assistance with vehicles. Councilor Mark is in favor of hiring uniformed help.

**MOTION:** Motion to Direct Staff to Consult with TCB About Violation/Citation Level Enforcement for the 4th of July.  
**MOVER:** Diana Hinton, Councilor Ward 1  
**RESULT:** Failed for Lack of a Second

**MOTION:** Motion to Direct Staff to Contract with TCB for Option Two, Unarmed Security Without Enforcement Authority  
**MOVER:** Rick Mark, Councilor Ward 3  
**SECONDER:** Anne Marie Skinner, Councilor Ward 2  
**AYES:** Casper, Mark, Parsons, Skinner  
**NAYS:** Hinton, Hoagland  
**RESULT:** Passed by Voice Vote

**MOTION:** Motion to Direct Staff to Contract with TCB for Option Two, Unarmed Security Without Enforcement Authority  
**MOVER:** Rick Mark, Councilor Ward 3  
**SECONDER:** Anne Marie Skinner, Councilor Ward 2  
**AYES:** Casper, Mark, Parsons, Skinner  
**NAYS:** Hinton, Hoagland  
**RESULT:** Passed by Voice Vote

#### 9. Council Consideration for Purchase of Four ATV's for Beach Patrol

**MOTION:** Motion to Purchase Two ATV This Budget Year  
**MOVER:** Diana Hinton, Councilor Ward 1  
**SECONDER:** Riley Hoagland, Councilor Ward 2  
**AYES:** Hinton, Hoagland  
**NAYS:** Casper, Mark, Parsons, Skinner  
**RESULT:** Failed by Roll Call Vote

#### 10. Canyon Park Bollard information

*Jeanne Sprague, Parks and Recreation Director, spoke about placing a bollard at Canyon Drive Park at the entrance to the beach. Ms. Sprague states there is currently a sign stating, "motor vehicles prohibited". Chief Palmer said that in discussions with Chief Dahlman of North Lincoln Fire & Rescue that unless they are maintained daily they will rust into place and will not be able to be removed. Chief Palmer recommends that there is not a bollard installed at that location, for the ease of emergency access.*

#### **11. Comprehensive Plan Update - Schedule**

*Sungman "Simon" Kim, Planning and Community Development Director, gave an update on the comprehensive plan. Mr. Appicello said that Planning Commission would have separate meetings for the different goals. Councilor Skinner asked about the timing of meetings and notices. Mr. Appicello mentioned that one of the suggestions was slowing down the process. Councilor Skinner provided feedback from a Planning perspective. Councilor Mark asked if there would be information available ahead of time. Mr. Kim said there would be.*

#### **12. Department Update: Economic Development**

*Mr. Chandler suggested a move to the work session on 3/29/21.*

#### **13. COVID-19 Update**

*Mr. Chandler has nothing more to report other than what is in the packet.*

#### **14. Echo Mountain Complex Emergency Update**

*Mr. Chandler has nothing more to report other than what is in the packet. Councilor Mark asked about providing water to Echo Mountain. Mr. Chandler said he would send Councilor Mark a note after he looks at it.*

### **M. CITY MANAGER/CITY ATTORNEY REPORTS**

*Mr. Chandler said that he is proposing his final day will be April 30th, 2021.*

*Mr. Appicello said that he sent an email with three motions.*

### **N. ACTIONS, IF ANY, BASED ON WORK SESSION OR EXECUTIVE SESSION**

#### **15.**

<b>MOTION:</b>	<b>Motion to Take Personnel Option Two Presented in the Executive Session Contract Memo Dated March 22, 2021.</b>
<b>MOVER:</b>	<b>Anne Marie Skinner, Councilor Ward 2</b>
<b>SECONDER:</b>	<b>Riley Hoagland, Councilor Ward 2</b>
<b>AYES:</b>	Casper, Hinton, Hoagland, Mark, Parsons, Skinner
<b>RESULT:</b>	<b>Passed by Voice Vote</b>

16.

**MOTION:** Motion to Authorize the City Attorney to Negotiate for Acquisition/Purchase of Wetland Parcel Identified in Executive Session with Not to Exceed Amount Discussed

**MOVER:** Anne Marie Skinner, Councilor Ward 2

**SECONDER:** Rick Mark, Councilor Ward 3

**AYES:** Casper, Hinton, Hoagland, Mark, Parsons, Skinner

**RESULT:** Passed by Voice Vote

17.

**MOTION:** Motion to Direct City Attorney to Negotiate a Fair Share Reimbursement Agreement for a Proposed Public Improvement to be Granted/Dedicated to the Public within a Public Easement

**MOVER:** Anne Marie Skinner, Councilor Ward 2

**SECONDER:** Mitch Parsons, Councilor Ward 1

**AYES:** Casper, Hinton, Hoagland, Mark, Parsons, Skinner

**RESULT:** Passed by Voice Vote

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

*No Citizens present for Comment.*

**P. ANNOUNCEMENTS OR COMMENTS BY CITY COUNCIL**

*Councilor Parsons said that the local youth theater will be performing "Alice in Wonderland, Steampunk Edition" April 2-4, 2021 at the Cultural Center. The shows are at 2 PM and 7 PM.*

*Councilor Hoagland replaced Councilor Casper as Council Representative for the Oregon Cascade West Council of Governments; Community Services Consortium is not getting the number of people seeking assistance that they anticipated. Community Services Consortium can help with rent, utilities, and such.*

*Councilor Hinton asked Mr. Chandler to release the funds for the wayfinding signs for Parks and Open Spaces.*

*Councilor Casper asked Mr. Chandler to have the Executive Assistant help with a letter of endorsement for the bond funding for the Cultural Center. Also, Councilor Casper asked for Councils suggestions for a Pro Tem City Manager..*

**Q. ADJOURNMENT**

*Meeting adjourned at 10:19 PM*

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JUDY CASPER, COUNCIL PRESIDENT

ATTEST:

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JAMIE YOUNG, CITY RECORDER

**CITY OF LINCOLN CITY**

**CITY COUNCIL AND NORTH LINCOLN FIRE & RESCUE MINUTES OF MEETING**

**APRIL 5, 2021, 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](http://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 [WWW.LCPROGRAMGUIDE.ORG](http://WWW.LCPROGRAMGUIDE.ORG).)

**APPROVED BY CITY COUNCIL**

**DATE:** \_\_\_\_\_

**A. Call to Order**

*Council President Casper called the meeting to order. Council President Casper advised the public that there are now three ways to provide public comment.*

- 1. Comments can be made through email to [publiccomment@lincolncity.org](mailto:publiccomment@lincolncity.org);*
- 2. Comments can be made via Zoom if a request is emailed to [publiccomment@lincolncity.org](mailto:publiccomment@lincolncity.org) by 12 pm on the meeting day;*
- 3. Comments can be made in person at the Council Chambers (COVID-19 precautions are taken).*

Attendee Name	Title	Status	Arrived
Judy Casper	Councilor Ward 3	Present	6:00 PM
Diana Hinton	Councilor Ward 1	Present	6:00 PM
Riley Hoagland	Councilor Ward 2	Present	6:00 PM
Rick Mark	Councilor Ward 3	Present	6:00 PM
Mitch Parsons	Councilor Ward 1	Present	6:00 PM
Anne Marie Skinner	Councilor Ward 2	Present	6:00 PM
Vacant	Mayor		

*Staff Present: Ron Chandler, City Manager; Richard Appicello, City Attorney; Sgt. Bomar, Lincoln City Police Department; Sungman "Simon" Kim, Planning and Community Development Director;*

*Ken Murphy, Emergency Services Coordinator; Bill Wyman, I.T. Support Specialist; Jamie Young, City Recorder.*

*North Lincoln Fire & Rescue Board Members Present: Chief Rob Dahlman; Alan Lee; James Wright; Ron Woodard; Tim Beatty; Doug Strange; Kenneth Banner; Fire Marshall, Frederick "Ed" Ulrich.*

## **B. COUNCIL COMMUNICATIONS**

1. The City Council of the City of Lincoln City Joint Meeting with the North Lincoln Fire and Rescue Board.

*City Council and NLFR (North Lincoln Fire & Rescue) introduced themselves and spoke about their background.*

*Ken Murphy, Emergency Services Coordinator, spoke about the Echo Mountain Fire evacuation. Mr. Murphy is halfway finished with a new evacuation plan; this includes tsunami, chlorine leaks, and other issues that will cause evacuation. Tim Beatty, North Lincoln Fire & Rescue, spoke about the traffic flow during the evacuation. Chief Dahlman, NLFR, spoke impact of the fire and about a Board Member that lost their home. Chief Dahlman said the Echo Mountain fire was a statewide event and three hours into the fire, there was a request made to the state of Oregon and were turned down. Councilor Mark asked if there was help given from the logging companies. Chief Dahlman said that Knottworks Construction and RK Concrete Construction stepped up and volunteered the first night. Oregon Department of Forestry has contracts with private companies and they activated those but didn't arrive until day three. In meantime, the Knott Brothers provided a tremendous amount of help. Councilor Skinner asked Chief Dahlman if there was a timeline for clean-up or any thinning before the upcoming fire season. Chief Dahlman said that most of the clearing that is going on is a private contractor; ODF is part of the group that is paying for that and is not sure of the timeline.*

*Councilor Casper spoke about the Tsunami Siren Warning System and asked if there were updated ideas on what can be done as a community to be more prepared. Chief Dahlman said the Tsunami Siren System was put together by the fire district more than 15 years ago. The sirens are from the Trojan Nuclear Plant when it was decommissioned; this was done with Pacific Power. There are four sirens in the City; Road End, powered by Oregon State Parks; D River Wayside, which is battery operated; Taft Fire Station, NLFR pays for the power; Cutler City, the City supplies the power from the pump station. There are no more sirens available for replacement; the sirens are tested weekly at Dispatch, through tones that are set off. There is another warning system on 51st street for the hearing-impaired, which is not associated with the Fire District. The Fire District does not plan to maintain the systems anymore, as the funding is not available. Chief Dahlman said that with is many discussions with the Emergency Managers here in the County, there are many ways to alert people. Councilor Hoagland spoke about permanent reader boards for emergencies. Councilor Mark said options need to be considered for when the internet is not working. Councilor Hinton said the FEMA funds could be used for radio or an evacuation route.*

*Chief Dahlman said that NLFR provides fire protection, fire prevention, and inspections. NLFR also has taken on inspecting the fire hydrants; over 2000 hydrants need to be checked through*

*the city. Councilor Casper asked about the age and replacing the hydrants. Chief Dahlman said the water system is owned by the City and NLFR does not take ownership. Developers are required to install hydrants with a new building; so there are new hydrants and there are some that are 50 years old. Councilor Skinner asked if the City needs to work with the budget and Public Works to make a plan to replace the older hydrants, Chief Dahlman said he would like to see the Storz fittings installed on every new hydrant to save precious time. Councilor Hinton asked Mr. Chandler if Public Works has a schedule for testing the fire hydrants. Mr. Chandler said he spoke with the Public Works Director and when there are issues, they are repaired or replaced. Ed Ulrich, Fire Marshall, said access and maintaining road quality is essential to NLFR, roads need to have a 20-foot wide surface area to navigate. Fire Marshall Ulrich works with the Planning Department on new projects to ensure this happens.*

*Councilor Casper spoke about the Urban Renewal District being scheduled for 34 years and completed early. Chief Dahlman is interested in the future of the Urban Growth District. Mr. Chandler said there have been discussions on a second Urban Renewal District and there are limits based upon the Oregon statutes.*

*NLFR Board Member Ron Woodard suggested that Mr. Kim, Planning & Community Development Director, look over the tree-cutting plan to address fire danger. Mr. Chandler asked for an email to be sent to Mr. Kim as the Planning Commission has been discussing this topic.*

## **C. ADJOURNMENT**

*Councilor Casper thanked North Lincoln Fire and Rescue for meeting and adjourned the meeting at 7:11 PM*

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JUDY CASPER, COUNCIL PRESIDENT

ATTEST:

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JAMIE YOUNG, CITY RECORDER

# Council Communication

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## Oregon Liquor Control Commission - Request for Off-Premises Liquor License

Meeting Date:	April 12, 2021	Primary Staff Contact:	Jamie Young
Department:	City Council	E-Mail:	JYoung@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	3 min

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### Questions:

Should the City Council provide a recommendation to the Oregon Liquor Control Commission (OLCC) for a new Off-Premises 1st location for Olde Line Lanes in addition to the existing on-premises?

### Staff Recommendations:

A review was conducted by Chief Palmer, who recommends that City Council provide a favorable recommendation to grant the license to the applicant.

### Legal Background and Framework:

Oregon Revised Statute (ORS) 471.166 establishes the process for local governments to make recommendation to the OLCC.

Lincoln City Municipal Code Chapter 5.20 sets forth the local process for making recommendations to OLCC.

### Council Options:

1. Approve a favorable recommendation for a new Off-Premises 1st location in addition to the existing on-premises.
2. To not approve the license application.
3. To approve the license application.

### Attachments:

Old Line Lanes\_Redacted.pdf (PDF)



OREGON LIQUOR CONTROL COMMISSION

# LIQUOR LICENSE APPLICATION

PRINT FORM

RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

<b>License Applied For:</b>		<b>CITY AND COUNTY USE ONLY</b>	
<input type="checkbox"/> Brewery 1 <sup>st</sup> Location		Date application received and/or date stamp: <b>RECEIVED</b> MAR 23 2021 By: <i>[Signature]</i>	
Brewery Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>		Name of City or County:	
<input type="checkbox"/> Brewery-Public House (BPH) 1 <sup>st</sup> location		Recommends this license be:	
BPH Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>		<input checked="" type="checkbox"/> <b>Granted</b> <input type="checkbox"/> <b>Denied</b>	
<input type="checkbox"/> Distillery		By: <b>[Redacted]</b>	
<input type="checkbox"/> Full On-Premises, Commercial		Date: <b>3-29-21</b>	
<input type="checkbox"/> Full On-Premises, Caterer		<b>OLCC USE ONLY</b>	
<input type="checkbox"/> Full On-Premises, Passenger Carrier		Date application received: 12-1-20	
<input type="checkbox"/> Full On-Premises, Other Public Location		Date application accepted: 12-1-20	
<input type="checkbox"/> Full On-Premises, For Profit Private Club		License Action(s):	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club		A/Priv	
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 <sup>st</sup> location			
GSP Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>			
<input type="checkbox"/> Limited On-Premises			
<input checked="" type="checkbox"/> Off-Premises			
<input type="checkbox"/> Warehouse			
<input type="checkbox"/> Wholesale Malt Beverage & Wine			
<input type="checkbox"/> Winery 1 <sup>st</sup> Location			
Winery Additional location (2 <sup>nd</sup> ) <input type="checkbox"/> (3 <sup>rd</sup> ) <input type="checkbox"/>			
(4 <sup>th</sup> ) <input type="checkbox"/> (5 <sup>th</sup> ) <input type="checkbox"/>			

2. Identify the applicant(s) applying for the license(s). **ENTITY** (example: corporation or LLC) or **INDIVIDUAL(S)**<sup>1</sup> applying for the license(s):

Granberg Hospitality LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT      App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT      App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

**3. Trade Name of the Business (Name Customers Will See)**  
Olde Line Lanes

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**4. Business Address (Number and Street Address of the Location that will have the liquor license)**  
~~316 SE HS 101~~ 316 SE Hwy 101

City Lincoln City	County Lincoln	Zip Code 97367
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<sup>1</sup> Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



# OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Granberg Hospitality LLC Phone: 541-614-1650

Trade Name (dba): Olde Line Lanes

Business Location Address: ~~316 SE US HWY~~ 316 SE Hwy 101

City: Lincoln City ZIP Code: 97367

### DAYS AND HOURS OF OPERATION

#### Business Hours:

Sunday	_____	to	_____
Monday	_____	to	_____
Tuesday	<u>4pm</u>	to	<u>8pm</u>
Wednesday	<u>4pm</u>	to	<u>8pm</u>
Thursday	<u>4pm</u>	to	<u>8pm</u>
Friday	<u>4pm</u>	to	<u>8pm</u>
Saturday	<u>4pm</u>	to	<u>8pm</u>

#### Outdoor Area Hours:

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

The outdoor area is used for:

- Food service Hours: \_\_\_\_\_ to \_\_\_\_\_
- Alcohol service Hours: \_\_\_\_\_ to \_\_\_\_\_
- Enclosed, how \_\_\_\_\_

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations:  Yes  No If yes, explain: \_\_\_\_\_

### ENTERTAINMENT

Check all that apply:

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

### DAYS & HOURS OF LIVE OR DJ MUSIC

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

### SEATING COUNT

Restaurant: 24 Outdoor: \_\_\_\_\_

Lounge: \_\_\_\_\_ Other (explain): \_\_\_\_\_

Banquet: \_\_\_\_\_ Total Seating: 24

OLCC USE ONLY	
Investigator Verified Seating:	<u>(N)</u> (N)
Investigator Initials:	<u>[Signature]</u>
Date:	_____

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

Applicant Signature: \_\_\_\_\_ Date: 12-1-2020

1-800-452-OLCC (6522)  
www.oregon.gov/olcc

(rev. 12/07)



OREGON LIQUOR CONTROL COMMISSION

# LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) Olde Line Lanes			
6. Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in OAR 845-004-0065[1].) <del>316 SE HO 101</del> 316 SE Hwy 101			
City Lincoln City	State OR	Zip Code 97367	
9. Phone Number of the Business Location 541-614-1650		10. Email Contact for this Application and for the Business [REDACTED]	
11. Contact Person for this Application Ethan Grnabeg		Phone Number [REDACTED]	
Contact Person's Mailing Address (if different) [REDACTED]	City Lincoln City	State OR	Zip Code 97367

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

**ATTESTATION: \*\*READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM\*\***

I understand that marijuana is prohibited on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

Ethan Grnabeg	[REDACTED]	12-1-2020	
App. #1: (PRINT NAME)	App #1: (SIGNATURE)	App #1: Signature Date	Atty. Bar Information (if applicable)
App. #2: (PRINT NAME)	App #2: (SIGNATURE)	App #2: Signature Date	Atty. Bar Information (if applicable)
App. #3: (PRINT NAME)	App #3: (SIGNATURE)	App #3: Signature Date	Atty. Bar Information (if applicable)
App. #4: (PRINT NAME)	App #4: (SIGNATURE)	App #4: Signature Date	Atty. Bar Information (if applicable)

OLCC Liquor License Application (Rev. 9.28.20)

# Council Communication

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## Public Comments

Meeting Date:	April 12, 2021	Primary Staff Contact:	Ronald F Chandler
Department:	Administration	E-Mail:	RChandler@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	

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We received the following public comments at [publiccomment@lincolncity.org](mailto:publiccomment@lincolncity.org).

### Attachments:

public comment\_Redacted (PDF)

## Ronald Chandler

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**From:** Jay [REDACTED]  
**Sent:** Monday, April 5, 2021 4:14 PM  
**To:** Public Comment  
**Cc:** Lila Bradley; Ronald Chandler  
**Subject:** PFAS Testing Question for April 12 City Council Meeting

Dear Lincoln City Councilors,

I've asked before, but have not received an answer as to WHY Lincoln City doesn't test its water for PFAS. I've just been told that it doesn't do it.

As this article points out, PFAS in our drinking water is a serious problem across our nation:

*"...Almost every sample tested had measurable levels of PFAS, a group of compounds found in hundreds of household products.*

*These chemicals are linked to **learning delays in children, cancer, and other health problems.** More than 35% exceeded a safety threshold that CR scientists and other health experts believe should be the maximum..."*

<https://www.theguardian.com/us-news/2021/mar/31/americas-tap-water-samples-forever-chemicals>

I have asked the Oregon Health Authority and have learned that, currently, PFAS monitoring has been done voluntarily by the following 11 public water systems.

The highlighted systems serve less than 10,000 population:

1. Portland Water Bureau PWS# 4100657 – Multnomah Co.
2. Salem Public Works PWS# 4100731 – Marion Co.
3. Eugene Water and Electric Board PWS# 4100287 – Lane Co.
4. Springfield Utility Board PWS# 4100837 – Lane Co.
5. Rainbow Water District PWS# 4100839 – Lane Co.
6. Oregon Youth Challenge Program PWS# 4194971 – Deschutes Co.
7. Camp Rilea PWS# 4195443 – Clatsop Co.

8. Camp Umatilla-Admin PWS# 4101136 – Morrow Co.

9. Camp Umatilla-North PWS# 4194664 – Morrow Co.

10. City of Mosier PWS# 4100543 – Wasco Co.

11. Tualatin Valley Regional Training Center PWS# 4194941 – Washington Co.

-- Jay T. Roelof



## Council Communication

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### **Presentation by Salmon Drift Creek Watershed Council**

Meeting Date:	April 12, 2021	Primary Staff Contact:	Jamie Young
Department:	City Council	E-Mail:	JYoung@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	15 minutes

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The Salmon Drift Creek Watershed Council will give a presentation relating to their activities and in general.

# Council Communication

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## Resolution 2021-14 (ROW Occupancy / Use Fee Calculation)

Meeting Date:	April 12, 2021	Primary Staff Contact:	Richard Appicello
Department:	City Attorney	E-Mail:	RAppicello@lincolncity.org
Secondary Dept:	Planning Department	Secondary Contacts:	Sungman Kim
Approval:	Ronald F Chandler	Estimated Time:	10 Minutes

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### Question:

After the opportunity for public comment, shall the City Council approve Resolution 2021-14 approving the updated fee formula for licensed right-of-way use and encroachments.

### Staff Recommendation:

Staff recommends the Council approve Resolution 2021-14.

### Authority:

ORS 294.160 (Public comment required).

**ORS 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.

### LCMC 12.02 Control of public right-of-way.

A. The city has jurisdiction and exercises regulatory control over each public right-of-way whether the city has a fee, easement, or other legal interest in the right-of-way.

B. The city has jurisdiction and regulatory control over each right-of-way whether the legal interest in the right-of-way was obtained by grant, dedication, prescription, reservation, condemnation, annexation, foreclosure, or other means.

C. Except when authorization is granted as provided in this municipal code, no person or entity may occupy or encroach on a public right-of-way without the permission of the city. The city grants permission to use public rights-of-way, by franchises, licenses, concessions and permits.

D. Fees and charges for franchises, licenses, concessions and permits, including application and ongoing usage fees, shall be established by council resolution based on actual cost, or, when applicable, set by federal authority, or, when applicable, as negotiated and set forth in applicable license or franchise agreements.

**Background:**

The City exercises regulatory control over the public right-of-way. Businesses and individuals are not authorized to simply occupy and use the public right-of-way next to their property. The Council has in recent years stepped up enforcement of right-of-way control, including the 2019 amendment to the right-of-way storage ordinance to increase penalties. Other efforts include the parking control studies underway to restrict parking based on lane width. The Fire Marshall mentioned the importance of such parking controls for the passage of fire rescue vehicles as well as firefighting during the joint meeting on April 5, 2021.

In the past Council has authorized some use of the right-of-way with a Temporary License Agreement. This license method was occasionally used to legalize an inadvertent encroachment (e.g. porch encroachment); however there have been (perhaps wrongly) issued licenses to facilitate a commercial use (e.g. the expired Subway drive-thru license, or VRD parking encroachment). The City has also denied requested licenses when the encroachment would obstruct the fire / traffic lane.

Please note: Prior Ordinance 2017-01 delegated approval of temporary licenses to the City Manager, subject to various approvals and requirements and a quarterly report to the City Council. I will separately send licenses to Council members who are interested. [This Agenda concerns the fee formula only.](#)

Also related to the use of public property, Council has formally authorized concessions in Parks, (including interim parks like the area around 51st Street in Taft) and established daily concession fees and charges for use of such public areas. Food cart and mobile food unit locations for example are reviewed for pedestrian interference and ADA compliance and must pay a concession if located on public property or right-of-way. At the last regular Council meeting, an unbounded request to use the right-of-way for commercial operations was rejected (Bird) before the terms and conditions of a license and concession could be set.

In general, right-of-way should be reserved for public use. If right-of-way is not needed for public use, a street vacation or partial vacation can be processed in accordance with state law. When some temporary use can be safely licensed, Council needs to establish fees for standard

occupancy and use situations. A formula generally works best; however, establishing a formula does not give persons the right to occupy the right-of-way, - it establishes a fair rate should Council decide to permit use or occupancy after required findings. When a non-standard request is submitted, (such as the Bird proposal) an individual negotiated license and concession agreement will be necessary.

**Prior Agreements:**

According to former City Planner Kate Daschel, the annual license fee calculation was uniformly performed using the following formula: (1) Determine the exact square footage to be licensed. (Example: 100 square feet). Staff would obtain the Lincoln County Assessor's land value for property immediately adjacent to the right-of-way to be licensed and calculate the cost per square foot. Example: [\$500,000 assessed value for 5000 square feet equals \$100.00 per square foot.]. Staff would then divide the number by a 20-year amortization period. 100 square feet at \$100.00 per square foot is \$10,000; divide by 20 equals \$500.00 per year annual license fee.

This formula needs to be approved by Council in a resolution, after public comment.

**Council Options:**

The City Council may:

Approve attached Resolution 2021-14.

Do not approve the attached Resolution.

**Attachments:**

Resolution 2021-14 ra (DOCX)

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**RESOLUTION NO. 2021-14**

**A RESOLUTION OF THE CITY OF LINCOLN CITY,  
ADOPTING APPLICATION FEE AND ANNUAL FEE FORMULA FOR LICENSED USE  
OF THE PUBLIC RIGHT-OF-WAY**

**WHEREAS**, the City of Lincoln City has previously established fees and charges for applications for temporary licenses and a formula for annual license fees for right-of-way occupancy and use; 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**, on April 12, 2021, the City Council provided an opportunity for public comment on the proposed new fees and charges proposed by Resolution; and

**WHEREAS**, Council desires to establish new fees and charges and/or increase fees and charges as set forth herein; 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 attached Exhibit A (Fee Formula, Application Fees, and Charges) incorporated herein by this reference is hereby adopted as the current fee formula, fees and charges when a licensed use of public right-of-way is appropriate as determined by the City Council or the City Manager under standards in the Lincoln City Municipal Code Title 4 and 12.

**Section 3.** The above referenced fee formula, fees and charges will be incorporated into the omnibus fee resolution to be adopted later this year.

**Section 4.** This Resolution is effective as of the date of its adoption.

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**PASSED AND APPROVED** by the City Council of the City of Lincoln City,  
Oregon, this 12<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
JUDY CASPER  
COUNCIL PRESIDENT

ATTEST:

\_\_\_\_\_  
JAMIE YOUNG  
CITY RECORDER

APPROVED AS TO FORM

\_\_\_\_\_  
RICHARD APPICELLO  
CITY ATTORNEY

**Exhibit A**

FEE FORMULA, APPLICATION FEES AND CHARGES

(1) Application Fee \$250.00

(2) Annual License Fee Formula

The annual license fee calculation is performed using the following formula:

(1) Determine the exact square footage to be licensed. (Example: 100 square feet).

(2) Obtain the Lincoln County Assessor’s combined land value for property immediately adjacent to the right-of-way to be licensed and calculate the cost per square foot. (Example: property at \$500,000 assessed value for 5000 square feet equals \$100.00 per square foot.)

(3) Divide the number by a 20-year amortization period. (Example: 100 square feet at \$100.00 per square foot is \$10,000 divided by 20 equals a \$500.00 annual license fee).

Notwithstanding the formula above, if the license is only for installation of native vegetation from the City’s Planning Department list, no annual fee or application fee shall be required.

(3) Recording Charges: Actual Recording Cost and one hour City Recorder loaded hourly rate

## Council Communication

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### Resolution 2021-16 Audit Deficiencies

Meeting Date:	April 12, 2021	Primary Staff Contact:	Debbie Bridges
Department:	Finance	E-Mail:	dbridges@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	10 minutes

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#### Authority:

ORS 297.466(2) states the governing body of a City shall determine the measures it considers necessary to correct any deficiencies disclosed in the audit report and shall adopt a plan of action setting forth the corrective measures it proposes and the period of time estimated to complete them.

#### Background:

The FY2019-20 financial statements and audit results were submitted to City Council at its February 22<sup>nd</sup> meeting. At that meeting, the following deficiency was noted:

- (1) During the audit we noted a general lack of timely review. There were multiple instances of untimely review of journal entries, bank reconciliations, accounts payable subledger reconciliations and fuel card invoices. In addition, we noted several instances where an approver had not indicated the date of their review on their sign off. Due to the lack of timely review, we identified several instances where transactions were either misclassified or not recorded in the correct period. Reviews are considered an important part of internal controls and should be completed and documented in a timely manner.

The attached resolution contains changes made / to be made to address this. The resolution has been reviewed by our auditors (TKW) and they are satisfied with the changes.

#### Council Options:

1. Motion to approve Resolution 2021-16.
2. Motion to approve Resolution 2021-16 as amended.

**Attachments:**

Resolution 2021-16 - Audit Deficiencies (DOC)

**RESOLUTION 2021-16****A RESOLUTION OF THE CITY OF LINCOLN CITY, OREGON, SETTING FORTH  
CORRECTIVE MEASURES FOR DEFICIENCIES IDENTIFIED IN THE 2019-20  
ANNUAL FINANCIAL REPORT**

WHEREAS, ORS 297.465(3) requires a municipal corporation to submit a copy of its annual audit report to the Secretary of State; and,

WHEREAS, audit reports are subject to review by the Secretary of State; and,

WHEREAS, ORS 297.466(2) states the governing body of a City shall determine the measures it considers necessary to correct any deficiencies disclosed in the report and shall adopt a plan of action setting forth the corrective measures it proposes and the period of time estimated to complete them; and,

WHEREAS, the 2019-20 financial statement audit of the City of Lincoln City identified two (2) deficiencies;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lincoln City as follows:

- The approval of journal entries will occur at least weekly and will be done electronically within Caselle.
- Finance will complete and review the bank reconciliation by the 15<sup>th</sup> of the following month.
- Finance will close the general ledger period by the 25<sup>th</sup> of the following month; with the exception of the month of June which must be kept open through the completion of the audit. The close process will include reconciliation of Caselle's subsystems (accounts payable, utility billing, etc) to the general ledger.

- Finance distribute copies of the monthly invoice for fuel card usage to each of the respective department heads for review and approval.
- Finance will review accounts payable detail at year-end to determine there are no invoices included for the following fiscal year.

PASSED AND APPROVED by the City Council of the City of Lincoln City this 12<sup>th</sup> day of April 2021.

\_\_\_\_\_  
JUDY CASPER, Council President

ATTEST:

\_\_\_\_\_  
JAMIE YOUNG, City Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
Richard Appicello, City Attorney

## Council Communication

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### Appointment to Explore Lincoln City Committee - Applicant Mellissa Sumner

Meeting Date:	April 12, 2021	Primary Staff Contact:	Jamie Young
Department:	City Council	E-Mail:	JYoung@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	5 minutes

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#### Questions:

Should the City Council approve the appointment of Mellissa Sumner for a "City Resident/Public" position on the Explore Lincoln City Committee?

#### Staff Recommendation:

Ms. Sumner has not served on the Explore Lincoln City Committee. Councilor Mark and Councilor Skinner interviewed Ms. Sumner via Zoom on March 23, 2021. Councilor Mark and Councilor Skinner asked to move Ms. Sumner's application forward for consideration of a position on the Explore Lincoln City Committee. Ms. Sumner qualifies for a "City Resident/Public" position.

#### Background:

The Explore Lincoln City Committee currently has one (1) vacant position. This vacant position has been advertised.

#### Council Options:

Review and discuss the recommendation for the appointment of Mellissa Sumner to the "City Resident/Public" position on the Explore Lincoln City Committee for a partial term expiring November 5, 2022.

#### Potential Motions:

- 1. I move to appoint Mellissa Sumner to the Visitor and Convention Committee for a "City Resident/Public" position with a three-year term. The partial term expires 11/05/2022.**

#### Attachments:

Sumner\_Explore Lincoln City Comm App\_Redacted.pdf(PDF)  
MEMORANDUM TO CC--APPOINTED BODIES BG CHECK PASS\_FAIL DETERMINATION-  
Mellissa Sumner-signed.pdf (PDF)



**CITY OF LINCOLN CITY  
Committee / Board / Commission Application**

Please indicate which committee/board/commission you are applying for:

- Arts Committee
- \*Budget Committee
- Building Board of Appeals
- Community Sustainability Committee  Library Board
- Open Space Committee
- Parks and Recreation Board
- Planning Commission
- Transient Room Tax Committee
- Explore Lincoln City Committee

*\* If applying for the Budget Committee or Planning Commission, you may not serve on any other City board or committee at the same time. Other City committee volunteer positions allow dual representation if it does not present a conflict of interest.*

<b>NAME:</b>	Mellissa L Sumner	<b>DATE</b>	March 9, 2021
<b>HOME ADDRESS:</b>	[REDACTED]		
<b>MAILING ADDRESS:</b>	same		
<b>CITY, STATE, ZIP:</b>	Lincoln City, Oregon 97367		
<b>E-MAIL ADDRESS:</b>	[REDACTED]		
<b>HOME PHONE:</b>	[REDACTED]	<b>CELL PHONE:</b>	[REDACTED]

**RESIDENCY AND SPECIFIC ELIGIBILITY CRITERIA**

Do you reside within the City limits:  Yes Length of Time \_\_\_9 months\_\_\_ Do you reside within the Urban Growth Boundary?  Yes Length of Time \_\_\_\_\_ Do you reside within the Lincoln County School District North:  Yes  No Are you a registered voter in Lincoln County?  Yes  No Are you a Lincoln City business owner or Manager?  Yes  No If yes, please indicate which business you own/manage? \_\_\_Lincoln City Chamber Office Manager\_\_\_\_\_

1 of 2 – Application  
Revised 20190129



**QUALIFICATIONS/EXPERIENCE (Additional space is provided on back)** Describe relevant qualifications (i.e. work or volunteer experiences) to include any applicable education and/or training. For example, if you are a hotel owner or operator and applying for the Visitor and Convention Committee; and highlight any skills, interests or hobbies that you believe would bring value to your ability to serve this position:

*With my more than 15 years of experience in Events Planning and Management, Marketing and Sales Director, Networking Chair, Training Manager, Social Media Management, and Community Outreach positions I have learned and mastered skills that would help the Explore Lincoln City committee with all of the goals to not only promote Lincoln City for tourism but to attract new business.*

*As the Festival Manager for the Tigard Festival of Balloons I am responsible for the safety of 500+ volunteers and 25,000+ attendees before, during and after the 3 day community event. Marketing, operations, communications, grants, permits, vendors, entertainment, website, social media and networking events all fall under my direct supervision and leadership.*

*My hobbies and passion are the same....community. When My husband and I moved here last year we knew it was our last move and that Lincoln City would be our forever home. Getting involved is the next step in immersing myself in my community. I am honored to volunteer at the Echo Mountain Distribution Center and Landscaping with Love for the fire victims.*

List names of volunteer/work supervisors:

*Cindy Murphy ~ Tigard Festival of Balloons 13 years*

*Brittani Nelson - Bolen ~ eWomen Network*

*Lori Arce-Torres ~ Lincoln City Chamber*

*More available upon request*

Please provide any previous experience with committees, boards or commissions and positions held:

*I have been the volunteer coordinator, community and safety manager, Festival Manager and marketing manager for Tigard Festival of Balloons.*

*Leadership Committee for eWomen Network*

*I have 15+ years of Events, Sales, Marketing, Hospitality and Tourism Management with an emphasis on Customer/Guest Service*

State the name, title and any relationship you have to a City Council member, Commissioner, board member or city employee: N/A

Explain why you would like to serve on this board, commission, or committee:

*I am an outgoing person that loves to meet new people and get involved. I am accustomed to a fast-paced environment where deadlines are priority and handling multiple jobs simultaneously is the norm. I have a strong Event Management, Community Outreach, and Sales & Marketing background with a focus on Hospitality, Tourism and Guest service.*

List the name, phone number, and e-mail address (if possible) of two personal or professional references:

Name: *Cindy Murphy* Phone: [REDACTED]

Name: *Lisa Elmer* Phone: [REDACTED]

**My signature affirms that all information contained herein is true and correct to the best of my knowledge, and that I understand that any misstatement of fact, or any misrepresentation of credentials may result in this application being disqualified and is cause for removal from any appointed body. Shaded information will not be released due to personal privacy protection laws.**

[REDACTED SIGNATURE] *March 9, 2021*  
SIGNATURE DATE



**COMMITTEE VOLUNTEER EMERGENCY CONTACT INFORMATION FORM**

<b>FULL NAME:</b>	Mellissa L Sumner
<b>START DATE:</b>	
<b>NAME OF COMMITTEE, BOARD, OR COMMISSION:</b>	
<b>CITY STAFF REPRESENTATIVE:</b>	
<b>HOME ADDRESS:</b>	[REDACTED]
	Lincoln City, Oregon 97367
<b>MAILING ADDRESS:</b>	same
<b>HOME PHONE:</b>	[REDACTED]
<b>CELL PHONE:</b>	[REDACTED]
<b>PERSONAL EMAIL ADDRESS:</b>	[REDACTED]

<b>EMERGENCY CONTACT NAME/RELATIONSHIP:</b>	Jack Sumner
<b>WORK PHONE:</b>	[REDACTED]
<b>CELL PHONE:</b>	[REDACTED]

<b>DATE:</b>	
<b>VOLUNTEER SIGNATURE:</b>	

**ALL PERSONAL INFORMATION WILL BE KEPT STRICTLY CONFIDENTIAL**



**FAIR CREDIT REPORTING ACT (FCRA) DISCLOSURE REGARDING A BACKGROUND INVESTIGATION FOR A VOLUNTEER POSITION WITH A LINCOLN CITY APPOINTED BODY**

L.3.a

**DISCLOSURE REGARDING "INVESTIGATIVE CONSUMER REPORT" BACKGROUND**

**INVESTIGATION** The City of Lincoln City ("the City") to which you have applied for employment, may request an investigative consumer report about you from a third party consumer reporting agency, in connection with your employment, or application for employment (including independent contractor or volunteer assignments, as applicable).

An "investigative consumer report" is a background report that includes information from personal interviews (except in California, where that term includes background reports with or without information obtained from personal interviews). The most common form of an investigative consumer report in connection with your employment is a reference check through personal interviews with sources such as your former employers and associates, and other information sources. The investigative consumer report may contain information concerning your character, general reputation, personal characteristics or mode of living. You may request more information about the nature and scope of an investigative consumer report, if any, by contacting the City.

You have the right, upon written request made within a reasonable time, to request (1) whether an investigative consumer report has been obtained about you, (2) disclosure of the nature and scope of any investigative consumer report and (3) a copy of your report. These reports will be conducted by **Pinnacle Investigations, 920 North Argonne Road, Suite 200, Spokane Valley, WA, 99212; Phone: 1-800-955-5306; [www.pinnacleprof.com](http://www.pinnacleprof.com)**. The scope of this disclosure is all-encompassing, however, allowing the Company to obtain from any outside organization all manner of investigative consumer reports throughout the course of your employment to the extent permitted by law.

Revised 20190129



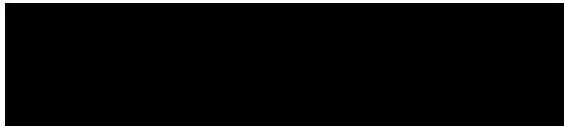
**FAIR CREDIT REPORTING ACT (FCRA) ACKNOWLEDGEMENT AND AUTHORIZATION FOR BACKGROUND CHECK FOR A VOLUNTEER POSITION WITH A LINCOLN CITY APPOINTED BODY**

L.3.a

**PLEASE READ CAREFULLY BEFORE SIGNING!**

I acknowledge receipt of the separate document entitled "DISCLOSURE REGARDING BACKGROUND INVESTIGATION and a SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT", and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by Lincoln City ("City") at any time after receipt of this authorization and throughout my employment, if applicable.

To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by **Pinnacle Investigations, 920 North Argonne Road, Suite 200, Spokane Valley, WA, 99212; Telephone Number 1-800-955-5306; [www.pinnacleprof.com](http://www.pinnacleprof.com)** and or "City". I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.



*[Handwritten signature]*

*March 9, 2021*

**SIGNATURE DATE**

Revised 20190129

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*



## MEMORANDUM

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To: City of Lincoln City Members of the City Council  
From: Abigail Edwards, Human Resources Director  
Date: March 17, 2021  
Re: Council Volunteer Appointment—Background Report and References

To the Honorable Council President and City Council:

Human Resources has conducted a background investigation and reference check for a volunteer application for City Appointed Bodies as set forth in the Lincoln City Municipal Code, Section 2.06.015(D).

No adverse information was found for the following applicant, and they have passed the background check.

Name: Melissa Sumner

Position Applied For: Explore Lincoln City Committee

Reference responses have been returned to the City Recorder for your review. Thank you.

Respectfully,

Abigail Edwards  
HR Director

# Council Communication

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## Council Discussion: Interim City Manager & Recruitment

Meeting Date:	April 12, 2021	Primary Staff Contact:	Richard Appicello
Department:	City Attorney	E-Mail:	RAppicello@lincolncity.org
Secondary Dept:	Administration	Secondary Contacts:	Abigail Edwards
Approval:	Ronald F Chandler	Estimated Time:	5 minutes

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### Question:

Does the City Council wish to advertise for an interim City Manager or does Council wish to fill the interim position by direct appointment?

Does Council wish to engage prior City Manager David Hawker to act as a consultant to the interim City Manager?

Does the City Council wish to hire Prothman to conduct a search for a new City Manager?

### Staff Recommendation:

Staff recommends Council make a direct appointment, in the interest of time, to start the transition process as Mr. Chandler will be leaving in about 2 ½ weeks - from this meeting.

Staff recommends contracting with, or hiring part-time, former City Manager, Mr. David Hawker, to consult with the interim City Manager on an as-needed basis, up to ten hours per week.

Staff recommends hiring Prothman for the search. As part of the recruitment process, the first order of business is to update the job description and compensation package for the Prothman search (or proceed using the existing description and package).

### Authority:

#### 5.2 City Manager.

- (1) The city manager is the administrative head of the city government.

- (2) The manager shall be appointed, solely on the basis of administrative qualifications, by an affirmative vote of four or more members of the council.
- (3) The manager need not reside in the city or the state when appointed.
- (4) The manager shall be appointed for an indefinite term and may be removed by the council at its pleasure in accordance with Section 3.6 of this Charter.
- (5) Within six consecutive months after a vacancy occurs in the office of city manager, the council shall fill the vacancy by appointment.
- (6) The manager shall:
  - (a) Attend all council meetings unless excused by the council or mayor;
  - (b) Keep the council advised of the affairs and needs of the city;
  - (c) See that the provisions of all ordinances are administered to the satisfaction of the council;
  - (d) See that all terms of franchises, leases, contracts, permits, and privileges granted by the city are fulfilled;
  - (e) Appoint, discipline and remove appointive personnel, except appointees of the mayor or council;
  - (f) Supervise and control the manager's appointees in their service to the city;
  - (g) Organize and reorganize the departmental structure of city government;
  - (h) Prepare and transmit to the council an annual city budget;
  - (i) Supervise city contracts;
  - (j) Supervise operation of all city-owned public utilities and property;
  - (k) Supervise all purchasing; and
  - (l) Perform other duties as the council prescribes consistently with this charter.
- (7) The manager shall not control:
  - (a) The council;
  - (b) The municipal judge in the judge's judicial functions, or the city attorney;
  - (c) Except as the council authorizes, appointive personnel of the city whom the manager does not appoint.
- (8) The manager and other personnel whom the council designates may sit with the council but may not vote on questions before it. The manager may take part in all council discussions.
- (9) When the manager is absent from the city or disabled from acting as manager, or when the office of manager becomes vacant, the council may appoint a manager pro tem, who has the powers and duties of manager, except that the manager pro tem may appoint or remove personnel only with approval

of the council. No person may be manager pro tem for more than six consecutive months.

### **Background:**

#### Direct Appointment or Recruitment of Interim

By unanimous consent, Council authorized the Council President to explore interim city manager options, checking on various leads for interims and including discussing the interim position with various city staff. No discussion or decision was to be made; only obtaining information as to availability / interested parties. The Council President will report at this meeting. Council will then need to decide whether to do some kind of recruitment for an interim manager or make a direct appointment. If the Council decides to make a direct appointment, the Interim City Manager will have all the powers and duties of the City Manager. If such an appointment is offered, it would be subject to a contract, with Council delegating to the Council President to sign a contract with the interim. Compensation shall be as negotiated agreed in the contract, (e.g. not less than working out of class and not more than the bottom of the salary range for the City Manager).

#### Consulting Contract

Former City Manager David Hawker was contacted and expressed interest in volunteering to assist in the selection process. Although he was not interested in serving as interim, Mr. Hawker did offer to consult with the interim, if needed. The proposed hourly rate would be \$75.00 per hour, no benefits except the PERS requirements for a work-back agreement. Although he would be subject to the City Manager's authority, he would reserve the right to take issues directly to council if necessary. Staff believes such consultation would be invaluable to the interim city manager.

#### Prothman

Prothman has provided a scope of services for the City manager recruitment. The job description included for review, dated "September 2019," is consistent with the version adopted by Council in 2014. Non-substantive changes were applied for branding and formatting only.

Human Resources took a quick-look at current compensation trends for City Managers (top executives) within the 2020 Oregon Wage Study (Statewide and Northwest Region),

the League of Oregon Cities Salary study (data updated in 2019), and the Bureau of Labor and Statistics' most up to date information. Given the current rates throughout the state and nation, the same salary range used last time (\$115,000-\$135,000) looks to be on the right track. Additional wage analysis will continue throughout the process as HR is currently working on this as a whole.

Staff recommends the Council approve the new job description and compensation range attached for the Prothman contract\*.

*\*Interview and Public Involvement Process--Details regarding the interview and public involvement process are part of the recruitment process proposed by Prothman to be discussed at a future date (materials from the last recruitment are enclosed).*

### **Council Options:**

- (1) Council directs staff to commence a formal recruitment for an Interim City Manager.
- (2) Council makes a direct appointment, by motion, of an interim City Manager, subject to a contract executed by the Council President with compensation terms to be agreed upon between the Council President and Interim. (recommended)
- (3) Council authorizes a consultant contract with former City Manager, Mr. David Hawker to consult with the interim City Manager on an as needed basis, as discussed in this Council Communication. (recommended)
- (4) Do not hire the former manager to consult with the Interim City Manager.
- (5) Authorize (by roll call) hiring Prothman for the City Manager search, using the attached job description and existing compensation range of \$115,000 to \$135,000. (recommended)
- (6) Do not authorize hiring Prothman.

Other matters: Council can discuss the particulars of the interview and public involvement process at a future date (materials from the last recruitment are enclosed).

### **Potential Motions:**

*Council:*

- (1) Motion to direct staff to conduct a formal recruitment / solicitation process for interim city manager.
- (2) Motion to make a direct appointment of an Interim City Manager, *(name of interim nominated here (if more than one use a ballot process))* subject to a contract executed by the Council President with compensation terms to be agreed upon between the Council President and Interim. (recommended)
- (3) Motion to Council authorizes a consultant contract with former City Manager, Mr. David Hawker to consult with the interim City Manager on an as needed basis, as discussed in this Council Communication. (recommended)

**Attachments:**

City Manager Job Description (DOC)



**ORGANIZATION:** City of Lincoln City  
**JOB TITLE:** City Manager  
**FLSA STATUS:** Exempt  
**UNION:** Non-Represented  
**UPDATED:** September 2019

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**PURPOSE OF POSITION:** Responsible for the overall management of the City's organization and operations. Plan and direct the activities of all City departments and functions, through subordinate department directors and others. Provide information to City Council and acts as their policy adviser. Serve as the City's Chief Administrative Officer and Budget Officer.

**ESSENTIAL JOB FUNCTIONS:**

Direct and supervise the city's organization, management, administrative and financial operations and ensure operations are conducted in accordance with best practices and established ethical standards both directly and through subordinate department heads. This includes supervising the operation of all city-owned public utilities and property.

With Council participation and direction, analyze and strategically develop, plan and implement short and long-term goals, objectives and priorities for the City and monitor progress and success.

Provide management and supervision over employees and their work. Organize employee duties, work methods and training/development, in consultation with department heads. Establish organizational philosophy and set the tone for workplace culture.

Develop, mentor, supervise and evaluate the work performance of department heads and other direct reports.

Appoint, supervise, control and/or dismiss all city personnel, except the City Attorney and Municipal Judge. Review and provide final approval of department director hiring, discipline and termination decisions. Hear grievances and appeals. Guide and direct labor negotiator in labor contract negotiations.

Provide advice, reports, data and information to the City Council in regular and special meetings. Keep City Council advised as to the financial condition, operations, needs of and issues facing the City.

Supervise the preparation and implementation of the annual budget. Review and approve departmental needs and estimates and transmit budget document to the Budget Committee and City Council for review, approval and adoption.

Oversee and manage the financial affairs of the City in a sound manner, ensuring potential sources of revenue are identified and that the City's expenditures are consistent with objectives and aligned with the budget. Prepare or oversee the preparation of five year financial forecasts of all major funds.

THIS DESCRIPTION COVERS THE MOST SIGNIFICANT ESSENTIAL AND AUXILIARY DUTIES PERFORMED BY THE POSITION, BUT DOES NOT INCLUDE OTHER OCCASIONAL WORK, WHICH MAY BE SIMILAR, RELATED TO, OR A LOGICAL ASSIGNMENT FOR THE POSITION.

Analyze and evaluate the effectiveness of city operations, services and programs and direct improvement. This includes conferring with department heads and others on various operational and administrative issues, reviewing departmental plans, programs and procedures and giving guidance and direction.

Oversee the development and implementation of a plan to make the City's extensive land holdings available for private development to create jobs, taxable value, workforce housing and revenue. Oversee the City's aggressive infrastructure replacement program.

Actively participate in the update of the City's ADA Self Evaluation and Transition Plan. Work to ensure that the City's facilities, routes of travel, programs and services are ADA compliant and accessible on an ongoing basis.

Propose and recommend programs, services, policies and procedures and other activities based on analysis of need, available resources and economic and legislative influences to provide appropriate and effective service to the public. This includes planning for future development.

Recommend and oversee implementation of City policies, rules and regulations. Administer and enforce the City Charter. Enforces all ordinances and sees that all terms, franchise, leases, contracts, permits and privileges granted by the city are observed.

Organize and reorganize City structure as needed.

Respond to citizen inquiries and complaints. Resolve issues or refer to ensure resolution.

Represent the City in the community and at professional meetings.

Coordinate City activities with other governmental agencies and outside organizations. Appoint administrative committees for coordination of services and activities.

Maintain cooperative and harmonious working relationships with City elected and administrative officials, employees, representatives of business and governmental organizational and the general public.

Other related duties as assigned.

**AUXILIARY JOB FUNCTIONS:** Maintain proficiency by attending training and meetings, reading materials and meeting with others in areas of responsibility.

**JOB QUALIFICATION REQUIREMENTS:**

**MANDATORY REQUIREMENTS:** Bachelors Degree in Public Administration, Business Administration or a related field and at least ten years of progressively responsible senior management experience, preferably in the public sector at the local level of government, or any satisfactory combination of education and experience that demonstrates the knowledge, skills and abilities to perform the above duties. Strong knowledge and experience with public budgeting, finance, reporting, personnel management and labor law. Must possess strong leadership skills and demonstrated ability to plan and direct organization and operations. Ability to appraise and report on the quality of varied municipal services using performance measurements is essential. Excellent verbal and written communication, diplomacy, time management and organization skills are required.

**SPECIAL REQUIREMENTS/LICENSES:** Oregon Drivers license and safe driving record.

**DESIRABLE REQUIREMENTS:** Masters Degree in Public Administration, Business or a related field. Strong knowledge of municipal public works and land use planning. Basic to intermediate knowledge of word processing and electronic communication systems.

**PHYSICAL DEMANDS OF POSITION:** While performing the duties of this position, the employee is frequently required to sit, bend, communicate, reach and manipulate objects. The position is primarily sedentary but mobility is required to travel to various City locations. Duties involve moving materials weighing up to 5 pounds on a regular basis and may infrequently require moving materials weighing up to 30 pounds. Requires the ability to use hearing and speech to make presentations and carry on conversations over the phone and in-person. Requires near visual acuity necessary to read printed materials and computer screens. Manual dexterity and coordination are required over 80% of the work period while operating office equipment such as computer keyboard, calculator, telephone and other standard office equipment.

**WORKING CONDITIONS:** Usual office working conditions. The noise level in the work area is typical of most office environments with telephones, personal interruptions and background noises.

**SUPERVISORY RESPONSIBILITIES:** Provide complete supervise to assigned employees, including oversight and final authority for approximately 140 FTEs.

**SUPERVISION RECEIVED:** Appointed by, serves at the pleasure of and is responsible to the Mayor and City Council.

## Council Communication

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### Order Approving Real Property Lease- McKays Building

Meeting Date:	April 12, 2021	Primary Staff Contact:	Richard Appicello
Department:	City Attorney	E-Mail:	RAppicello@lincolncity.org
Secondary Dept:	Administration	Secondary Contacts:	Alison Robertson
Approval:	Ronald F Chandler	Estimated Time:	5 minutes

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#### Question:

Should the City Council approve [by Order] a real property lease for the McKay's Market Building? (Lessee- current occupant – McKay's Market)

#### Staff Recommendation:

Staff recommends Council find that the lease furthers the public interest and approve [by Order] the proposed lease agreement.

#### Authority:

**271.360 Lease requirements.** *Every lease entered into pursuant to ORS 271.310 shall be authorized by ordinance or order of the body executing the same and shall provide terms and conditions as may be fixed and determined by the governing body executing the lease. The lease may provide that the lessee shall pay ad valorem taxes assessable against the leased property, or that the political subdivision shall pay these taxes, in which latter event the anticipated amount of taxes shall be taken into consideration in fixing the rental charge.*

**271.310 Transfer or lease of real property owned or controlled by political subdivision; procedure in case of qualified title; notice; rules.**

*(1) Except as provided in subsection (2) of this section and subject to subsection (3) of this section, whenever any political subdivision possesses or controls real property not needed for public use, or whenever **the public interest may be furthered**, a political subdivision may sell, exchange, convey or lease for any period not exceeding 99 years all or any part of the political subdivision's interest in the property to a governmental body or private individual or corporation. The consideration for the transfer or lease may be cash or real property, or both.*

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*(4) Unless the governing body of a political subdivision determines under subsection (1) of this section that the public interest may be furthered, real property needed for public use by any political subdivision owning or controlling the property may not be sold, exchanged, conveyed or leased under the authority of ORS 271.300 to 271.360, except that it may be exchanged for property that is of equal or superior useful value for public use. Any such property not immediately needed for public use may be leased if, in the discretion of the governing body having control of the property, the property will not be needed for public use within the period of the lease.*

*(5) The authority to lease property granted by this section includes authority to lease property not owned or controlled by the political subdivision at the time of entering into the lease. A lease under this subsection shall be conditioned upon the subsequent acquisition of the interest covered by the lease.*

Note: ORS 221.725 public hearing requirements do not apply to leases that do not contain options to purchase:

### **Background:**

To lease real property the Council must find under ORS 271.310 that **the public interest is furthered** or alternatively, that the property is not needed for public use at this time (and for the period of the lease).

Staff recommends that the Council find that the public interest is furthered by the lease. In short, the lease furthers the public interest as follows:

- Economic Generator: Job creation at McKay's Market is considerable and benefits the public interest. The patrons of the grocery similarly have an impact on area restaurants, shops, hotels and short term rentals. Grocery markets have been an essential business during the pandemic and are vital for providing necessary groceries and supplies to area residents.

### **Council Options:**

1. Approve the Lease by Order.
2. Postpone consideration to a future meeting.

### **Potential Motions:**

*Council:*

1. Motion to approve Order authorizing the Lease of the McKay's Market Building to the current occupant.
2. Motion to continue consideration of the lease to June 14, 2021 and authorize the Council president to sign a 60 day extension of the existing lease [from April 16, 2021] under the same terms and conditions to facilitate negotiation.






**Attachments:**

Exhibit A - McKays Lease Map (PDF)

March 2021 McKays Lease. clean 3-15-21 419pm (DOC)



### McKay's Lease Description Lincoln Square

-  20,000 sf as described
-  25,000 sf as should be described
-  Vacated ROW
-  Plat Dedication
-  Building Footprint

0 50 100 Feet



## LEASE AGREEMENT

Date: March 22, 2021

Between: City of Lincoln City ("Landlord")  
801 SW Highway 101  
P.O. Box 50  
Lincoln City, Oregon 97367

And: K. E. McKay's Market of Coos Bay, Inc. dba "McKay's Market" ("Tenant")  
P.O. Box 1080  
Coos Bay, Oregon 97420

Landlord leases to Tenant and Tenant leases from Landlord the property described in the following Section 1.4 (the "Premises") on the terms and conditions stated below:

### Article 1

#### LEASE TERMS

**1.1 Date of Lease:** April 16, 2020

**1.2 Tenant:** K. E. McKay's Market of Coos Bay, Inc. dba "McKay's Market"

Premises Address: [portion of] 801 SW Hwy 101, Lincoln City, Oregon 97367

Notice Address: P.O. Box 1080, Coos Bay, Oregon 97420

**1.3 Landlord:** City of Lincoln City

Notice Address: 801 SW Highway 101 [P.O. Box 50] Lincoln City, Oregon 97367

Address for Payment of Rent:

Attn: Lincoln City Finance Department P.O. Box 50, Lincoln City, Oregon 97367

**1.4 Premises:** Super Market Building containing 25,500 square feet and being part of the Land, the Lincoln City Complex (aka "Lincoln Square," 801 SW Hwy 101, Lincoln City, Oregon 97367; the leased Premises is legally described and shown on the Site Plan of Lincoln Square attached hereto as **Exhibit A.**

**1.5 Permitted Use of Premises:** Grocery Store. (Grocery store fits under the definition of "Convenience service / Retail uses", which is a permitted use in the General Commercial Zoning District.

**1.6. Common Areas:** All exterior areas of the Land including parking areas under the Lincoln City city offices but excluding the parking areas located on the roof of the leased supermarket building.

**1.7. Initial Term of Lease: Ten (10) years.**

Lease Commencement Date: March 22, 2021

Lease Expiration Date: March 22, 2031

Option to Renew See 2.6 below: Two successive terms of five (5) years each.

Rent Commencement Date: April 16, 2020

**1.8. Initial Base (Guaranteed Minimum) Rent:**

\$176,177.40 per year (includes \$4500/year for emergency power see Section 4.2.1)

\$14,681.45 per month

**1.9 Adjustment of Base Rent:**

Beginning 3-22-2022 – Rent increases each year based upon National December (prior year) CPI-U values

**1.10 Additional Rent:** Varies depending upon Sales and Maintenance expenses.

**1.11 Security Deposit:** None required, unless an assignment is requested.

**1.12 Base Year:**

Real Property Taxes: Landlord is exempt. Tenant has sole responsibility for taxes to leased Premises and proportionate share of taxes, if any for common areas.

**1.13 Parking:** Non-exclusive shared spaces only.

**1.14 Exhibits:**

**Exhibit A** – Site Plan with legal description showing the grocery store building portion of the Land, (Lincoln Square) leased to Tenant, also referred to as "Premises".

THIS GROCERY STORE LEASE is made and entered into between Landlord and Tenant on the Date of Lease set forth in Section 1.1. The defined terms used in this Lease ("Lease Terms") have the meanings and definitions given them in Article 1. The Lease Terms, the Exhibits, and

this Grocery Store Lease agreement are and will be construed as a single instrument and are hereinafter referred to as the "Lease."

**Now, therefore, for valuable consideration, Landlord and Tenant covenant and agree as follows:**

**Article 2  
LEASE OF PREMISES**

**2.1 Lease.** Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises.

**2.2 Term.** The Initial Term of this Lease is set forth in Section 1.7.

**2.3 Delivery of Possession and Commencement.** Landlord is the owner of the leased Premises and has the right to lease the Premises, free from all encumbrances, except those of record. Landlord has previously delivered the premises to Tenant and Tenant is currently in possession of the Premises under the terms of the prior Lease. The Lease will commence on the date specified in Section 1.7. Tenant acknowledges (i) that Tenant accepts the Premises "AS IS, WHERE IS" and as suitable for Tenant's intended use, in good and sanitary operating order, condition, and repair, and without representation or warranty by Landlord of the condition, use, or occupancy that may be made thereof; and (ii) that the area of the Premises is as set forth in Section 1.4 and 1.14.

**2.4 Common Areas.** Tenant will have the nonexclusive right (in common with the other tenants of the Building, Landlord, and any other person granted use by Landlord) to use the specified Common Areas.

**2.5 Parking.** Parking at the ground level of the leased Premises is available for employees and patrons of the Landlord and Tenant. City Employees are directed to park on the second floor roof lot; no parking use is granted to Tenant to the second floor roof parking lot which is located above the leased Premises.

**2.6 Renewal Option.** As long as Tenant is not in default under this Lease beyond the applicable cure period, if any, at the time of exercise, Landlord hereby grants Tenant two option(s) to extend the initial term of this Lease for an additional period of five (5) years each. (the "Option(s)") on the same terms, covenants, and conditions of this Lease, except that the Rent will be determined as stated later in this Section 2.6. Tenant will exercise each Option, if at all, by giving Landlord written notice (the "Option Notice") at least 180 days before the expiration of the Initial Term or Option period then in effect. Each renewal term shall commence the day following the date of termination of the preceding term. Rent for each Option period will be the then fair market rent at the time of renewal.

If the parties are unable to agree on rent for an Option period within 60 days after receipt of the Option Notice, rent will be determined by a mutually selected qualified, independent real-

property appraiser with at least five (5) years of experience in the Lincoln County area familiar with commercial rental values in the area. If the parties cannot agree to an appraiser, then each shall select an appraiser, and the appraisers so selected shall by their agreement select a third party qualified, independent real property appraiser to determine the then fair market rent. Within 30 days after appointment, the appraiser will return a decision, which will be final and binding on both parties. The cost of the appraisal will be borne equally by the parties.

### **Article 3 RENT PAYMENT**

**3.1 Rent.** Tenant will pay to Landlord all Rent for the Premises without demand, deduction, or offset. The term "Rent" as used in this Lease includes Base Rent, Additional Rent (as defined in Section 3.3), and all other sums due under the Lease. Rent is payable by Tenant in advance on the first day of each month commencing on the Rent Commencement Date. Rent for any partial calendar month will be prorated based on a 30-day month for the number of days during that partial month the Premises are occupied by Tenant.

**3.2 Rent Escalation.** Except as provided for Option periods, the Base Rent as set forth in Article 1 will increase on the first day of each Lease Year after the Base Year the National December (prior year) CPI-U value.

**3.3 Additional Rent.** The term "Additional Rent" means amounts set forth under this Section 3.3 and any other sums payable by Tenant to Landlord under this Lease.

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In addition to the payment of the guaranteed minimum rent as above provided, Lessee shall pay to Lessor in the manner and upon the conditions and at the times hereinafter set forth, a sum equal to one and one-half percent (1 ½%) of Lessee's "gross sales" as the term gross sales is herein defined, less the total of the guaranteed minimum monthly rent paid by Lessee for the applicable calculation period. Additional rent shall be calculated twice a year by taking the average gross sales over the applicable six-month calculation period (April through September) or (October through March) the subtracting the guaranteed minimum monthly rent for that same period. During the term of this lease, and any extension or renewal of the term of this lease, the Lessee shall, on or before the 30th day of April (for the October – March period) or the 30<sup>th</sup> day of October (for the April through September period), deliver to Lessor a written statement by Lessee, signed and certified under penalty of perjury and false swearing as being true and correct, setting forth the amount of Lessee's gross sales for the immediately preceding calculation period. The full balance of the additional rent payment, if any, shall be submitted with the gross sales statement. No additional rent need be calculated or paid for the January 1 – March 22 period of the final lease year. The term "gross sales" as used in this lease is hereby defined to be the aggregate selling price of all merchandise and services sold in, upon, or from the leased premises by Lessee, its licensees and concessionaires, if any, or from any vending or coin operated or token operated device whether for cash or on credit -excluding therefrom only the following:

(a) All credits, returns and refunds made to customers of Lessee at the premises for merchandise returned or exchanged.

(b) All settlements and claims received in settlements for loss of merchandise from leased premises.

(c) The amount of any sales tax, so-called luxury tax, consumer excise tax, gross receipts tax, and other similar taxes now or hereafter imposed upon the sale of merchandise or services, or both, whether such taxes are added separately to the selling price thereof and collected from customers or paid by Lessee and included in the retail selling price.

(d) Sales canceled, but only to the extent of the purchase price not retained by Lessee.

The cost or value of any trading stamps, premiums, advertising or other promotional devices shall not be deducted or excluded from Lessee's gross-sales or be otherwise deducted as a discount, refund, allowance or credit hereunder.

**3.3.1 Operating Expenses.** For purposes of this Lease, the term "Operating Expenses" means all expenses paid or incurred by Landlord (or on Landlord's behalf) as reasonably determined by Landlord as necessary or appropriate for the operation, maintenance, and repair of, and to insure the Property, Common Areas, Building, and Premises.

**3.3.2 Taxes / Insurances.** Landlord is a tax exempt legal entity. Lessee shall pay, before delinquency, any and all taxes, assessments, license fees and public charges levied, assessed or imposed and which become payable during the term upon Lessee's fixtures, furniture, appliances, equipment and personal property installed or located in the leased premises. Lessee shall be solely responsible for and shall pay its taxes for the leased Premises and its proportionate share of common areas, assessed or levied by any lawful public authority against Lincoln Square during the term of this Lease or any renewal thereof. Landlord shall separately bill Tenant for its proportionate share of the insurance costs and property taxes for the leased premises, including shared common areas. Tenant agrees to pay Landlord insurance and taxes when due, but in no case later than 30 days after demand. The term "Taxes" includes (a) all ad valorem and other real-property taxes and assessments and personal-property taxes, charges, rates, user fees, duties, and assessments rated, levied, or imposed by any governmental authority with respect to the Land, the Building, and any improvements, fixtures, and equipment located therein or thereon, and with respect to all other property of Landlord, real or personal, located in or on the Land or the Building and used in connection with the operation of the Building; (b) any tax in lieu of a real-property tax; (c) any tax or excise levied or assessed by any governmental authority on the rentals payable under this Lease or rentals accruing from the use of the Land or the Building; and (d) any tax or excise imposed or assessed by or against Landlord that is measured or based in whole or in part on the capital employed by Landlord to improve the Land and construct the Building. Taxes do not include federal or state, corporate- or personal-income taxes. In addition to the foregoing, Tenant will pay before delinquency all

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taxes, assessments, licenses, fees, and charges assessed, imposed, or levied on (i) Tenant's business operations, (ii) all trade fixtures, (iii) leasehold improvements, (iv) merchandise, and (v) other personal property in or about the Premises.

**3.3.3 Operating Year.** The term "Operating Year" means each calendar year of the Term. If the Lease Commencement Date or the Expiration Date occurs on any date other than the first day of the calendar year, the calculations, costs, and payments referred to herein will be prorated for that calendar year.

**3.3.4 Tenant's Proportionate Share.** The 3 percent "Management Fee" assessed under the prior lease (see Second Amendment) is not being imposed as part of this new lease. Tenant remains responsible for payment of its proportionate share of taxes and insurance, including leasehold and shared common areas as assessed by the taxing entity and all areas leasehold areas insured by the City.

**3.4 Late Charge; Interest.** Rent not paid when due will bear interest until paid at the lesser of nine percent (9%) per annum. Landlord may impose a late charge of the greater of (i) nine (9%) percent of Rent then due or (ii) \$50 for each payment of Rent made more than 10 days late (the "Late Charge"). Tenant agrees that late payment by Tenant to Landlord of any Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment.

**3.5 Prepaid Rent.** Not Applicable.

**3.6 Security Deposit.** None required, except in the case of an assignment.

#### **Article 4 USE OF PREMISES**

**4.1 Permitted Use.** Tenant may use the Premises for Tenant's Permitted Use (Grocery Store) consistent with existing land use approvals, and for no other purpose without Landlord's written consent. Tenant will not use the Premises in a manner that obstructs, annoys, or interferes with the rights of other occupants of the Building. Tenant will not cause any nuisance nor permit any objectionable fumes, electromagnetic waves, vibration, noise, light, or radiation to be emitted from the Premises.

**4.2 Equipment.** Tenant will install only such equipment in the Premises as is customary for the Permitted Use and will not overload the floors or electrical circuits of the Premises or Building. Tenant shall not change the wiring or plumbing of the Building or Premises without Landlord's prior written consent. Any equipment, cables, wiring, conduit, additional dedicated circuits, and any additional air conditioning required because of any such

equipment installed by Tenant will be installed, maintained, and operated at Tenant's sole expense and in accordance with Landlord's requirements.

**4.2.1 Use of Standby Generator.** Landlord has installed an emergency generator to provide emergency power to City Hall emergency operations in the event of an outage. Tenant acknowledges Western State Electric determined the size of the generator based upon both Landlord's and Tenant's operations. In the event of an outage, Tenant may obtain emergency power from the City generator, to the extent power is available. Tenant will pay the amount set forth in Section 1.8 above for the availability of the emergency power supply, supplied on an "as is" basis, until such time as the generator is no longer in use, or removed and not replaced. Landlord will use reasonable efforts, (including regular maintenance and sufficient fuel) to keep the generator in service, but cannot guarantee a specific level of performance or priority of use for any particular purpose. Tenant assumes all liability for any use of the generator, including any loss sustained in the event of a power outage, and whether Tenant obtains backup electrical power from the generator at any particular time. Tenant waives any and all claims against Landlord for claims, suits or any loss to goods or equipment or lost profit, as a result of the emergency generator. Tenant is solely responsible to obtain and maintain insurance sufficient to insure against loss of goods or damage to equipment caused by power loss or fluctuations in power, including loss caused by or attributed to use of Landlord's generator. Tenant will reimburse Landlord for its pro-rata share of fuel used during outages during the calendar year within 30 days of invoice from landlord.

**4.3 Compliance with Laws.** Both parties will give prompt notice to the other of any notice it receives of the violation of any law or requirement of any public authority with respect to the Premises or the use or occupancy thereof. Tenant will, at Tenant's expense, comply with all laws and requirements of any public authorities ("Laws") that, in respect of the Premises or the use and occupancy thereof, or the abatement of any nuisance in, on, or about the Premises, impose any violation, order, or duty on Landlord or Tenant, arising from (a) Tenant's use of the Premises; (b) the manner of conduct of Tenant's business or operation of its installations, equipment, or other property therein; (c) any cause or condition created by or at the instance of Tenant; or (d) breach of any of Tenant's obligations hereunder.

**4.3.1 ADA Compliance.** Landlord and Tenant acknowledge that the provisions of the Americans with Disabilities Act (the "ADA") allow allocation of responsibility for compliance with the terms and conditions of the ADA in this Lease. Responsibility for compliance with the ADA is allocated as set forth in this Section 4.3.1. Tenant is responsible for compliance with the applicable provisions of the ADA with respect to all improvements within the leased Premises, except that Landlord represents that any improvements designed by Landlord's Public Works Department and installed by Landlord or its contractors under this Lease will conform to the requirements of the ADA Standards for Accessible Design in effect as of the date of substantial completion of the work. Landlord is responsible for compliance with the provisions of Title III of the ADA with respect to the Lincoln Square Building and the Land, except the leased premises, including sidewalks and walkways and the like, together with all entrances, lobbies, elevators, common restrooms, and the other common areas of the Lincoln Square Building. Neither

Landlord nor Tenant is obligated to supervise, monitor, or otherwise review the compliance activities of the other. References in this Lease to "Laws" are deemed to include the ADA.

**4.3.2 Environmental Law Compliance.** For purposes of this Section 4.3.2, the term "Hazardous Substances" means and includes all hazardous and toxic substances, waste, or materials; and any pollutant or contaminant, including, without limitation, PCBs, asbestos, asbestos-containing materials, and raw materials that are included under or regulated by any Environmental Laws. For purposes of this Lease, the term "Environmental Laws" means and includes all federal, state, and local statutes, ordinances, regulations, and rules presently in force or hereafter enacted relating to environmental quality, contamination, and clean-up of Hazardous Substances. References in this Lease to "Laws" are deemed to include Environmental Laws. Landlord represents that to the best of its current actual knowledge, the Building is in compliance with all Environmental Laws respecting Hazardous Substances, and that Landlord has received no notice of any pending or threatened lien, action, or proceeding respecting any alleged violation of Environmental Laws affecting the Building.

**4.3.3 Indemnity Regarding Legal Violations.** Tenant will indemnify and hold harmless Landlord and its and their respective partners, directors, officers, agents, and employees from and against any and all claims arising from or in connection with the violation of Laws including but not limited to the ADA and Environmental Laws, occurring in, at, or about the Building and the Land due to the acts or omissions of Tenant or its partners, directors, officers, agents, and employees, together with all costs, expenses, and liabilities incurred or in connection with each such claim, action, proceeding, or appeal, including, without limitation, all attorney fees and expenses. Landlord will indemnify and hold harmless Tenant and its partners, directors, officers, agents, and employees from and against any and all claims arising from or in connection with the violation of Laws, including but not limited to the ADA and Environmental Laws, occurring in, at, or about the Building and the Land due to the acts or omissions of Landlord or its partners, directors, officers, agents, and employees, together with all costs, expenses, and liabilities incurred or in connection with each such claim, action, proceeding, or appeal, including, without limitation, all attorney fees and expenses.

## **Article 5 MAINTENANCE AND REPAIR**

**5.1 Landlord Repairs.** Landlord will repair, maintain, and replace, when necessary, the roof, foundation, exterior walls, door, windows, all structural components, and all systems such as mechanical, electrical, HVAC, and plumbing of the Premises and shall further perform all repair, maintenance, and replacement of all Common Area improvements. Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right to make repairs at Landlord's expense and deduct that cost from Rent owing to Landlord.

**5.2 Tenant's Repairs.** Except for Landlord Repairs set forth in Section 5.1, Tenant will:

- (a) maintain all portions of the Premises and fixtures situated within the Premises in good order and repair;

(b) maintain, repair, and replace, if necessary, all special equipment and decorative treatments installed by or at Tenant's request and that serve the Premises only;

(c) make all necessary repairs and replacements to all portions of the Premises and pay Landlord for the repairs or replacements to the Building if any such repairs or replacements are needed because of Tenant's misuse or primary negligence; and

(d) not commit waste to the Premises, Building, Common Areas, or Property. If Tenant fails to perform Tenant's obligations under this Section 5.2 or under any other section of this Lease, after 10 business days' written notice to Tenant, except in an emergency when no notice will be required, Landlord may enter the Premises, perform the obligations on Tenant's behalf, and recover the cost of performance, together with interest at the rate of 9 percent per year, as Additional Rent payable by Tenant with the next installment of Base Rent, as long as that rate does not exceed the maximum rate then allowed by Law.

**5.3 Costs of Repair.** Tenant will reimburse Landlord on demand for the cost of repair incurred by Landlord for damage caused by the negligent or intentional acts or caused by any breach of this Lease by Tenant, its employees, contractors, agents, or invitees.

## **Article 6 ALTERATIONS**

**6.1 Alterations by Landlord.** As long as the modification, alteration, or change does not materially interfere with the operation by Tenant of its business in the Premises, Landlord may modify, alter, or change any improvements in the Building, the parking area, and other Common Areas.

**6.2 Alterations by Tenant.** Tenant will not make any alterations, additions, or improvements to the Premises that require a local government building permit, nor modify the color of the interior of the Premises, nor install any wall or floor covering therein without obtaining Landlord's prior written consent, which consent Landlord shall not unreasonably withhold. If Landlord consents in writing to any proposed alteration of the Premises, Tenant will (a) contract only with a state and city licensed and bonded contractor for the performance of the alterations, (b) obtain all necessary governmental permits and approvals and deliver copies thereof to Landlord, and (c) cause all alterations to be completed in compliance with approved plans and specifications with all due diligence. All alterations will be performed in a manner that minimizes any interference with the quiet enjoyment of other occupants of the Lincoln Square Building. Except for removable machinery and unattached movable trade fixtures, all improvements, alterations, wiring, cables, or conduit installed by Tenant will immediately become part of the Premises, with title vested in Landlord. Landlord may require that Tenant remove any such improvements, alterations, wiring, cables, or conduit installed by or for Tenant and restore the Premises to good condition and repair upon expiration or earlier termination of this Lease. Any contractor used by Tenant for any work in the Premises will be subject to review (for appropriate state and local licensure) by Landlord, and Landlord may post notices of non-responsibility in connection with any work being performed in the Premises by or at the request of Tenant. All work in the Premises by or at Tenant's request must comply with all applicable

Laws. Tenant will not permit any liens to attach to the Building or Tenant's interest in the Premises as a result of any work performed by or at Tenant's request.

#### **Article 7 UTILITIES AND SERVICES**

**7.1 General.** Tenant agrees to supply at its sole cost and expense, its own lights, air, water, power, gas, janitorial service, telephone service and all and every other convenience and service for the leased premises. Interruption of any service or utility will not render Landlord liable to Tenant for damages, relieve Tenant from performance of Tenant's obligations under this Lease, or be deemed an eviction or disturbance of Tenant's use and possession of the Premises.

**7.2 Minimum Maintenance of Services.** Lessee shall be required to maintain power, water, gas (heat) to the premises to guarantee the premises is not subjected to waste or damage due to lack of utilities.

**7.3 Security.** Landlord may, but will have no obligation to, provide security service or adopt any security measure concerning the Premises and the Building, and Tenant will abide by all reasonable security measures adopted by Landlord.

#### **Article 8 SIGNS AND OTHER INSTALLATIONS**

No signs, awnings, or other apparatuses will be painted on or attached to the Premises or anything placed on any glass or woodwork of the Premises or positioned to be visible from outside the Premises, including any window covering (e.g., shades, blinds, curtains, drapes, screens, or tinting materials) without Landlord's written consent, and Landlord's approval of design, size, location, and color. All signs installed by Tenant will comply with Landlord's standards for signs and all applicable codes. All signs and sign hardware will be removed by Tenant, at Tenant's sole cost and expense, upon termination of this Lease, with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof.

#### **Article 9 INSURANCE**

Tenant, at its expense, will maintain at all times during the Term of this Lease, commercial general liability insurance on the Premises and the conduct or operation of business therein, naming Landlord and its managing agent, if any, as additional insureds, with a combined single limit of not less than \$2,000,000. All such insurance will insure the performance by Tenant of the indemnity agreement with regard to liability for bodily injury to, illness of, or death of persons and damage to property set forth in this Lease. Tenant will deliver to Landlord and any additional insured the fully paid-for policies or certificates of insurance, in form reasonably satisfactory to Landlord, issued by the insurance company or its authorized agent, at

least 10 days before the Lease Commencement Date. Tenant will procure and pay for renewals of the insurance from time to time before the expiration thereof, and Tenant will deliver to Landlord and any additional insured the renewal policy at least 30 days before the expiration of any existing policy. All the policies will contain a provision prohibiting cancellation or modification unless Landlord and any additional insured are given at least 30 days' prior written notice of the cancellation or modification. All insurance policies required to be carried by Tenant hereunder will be issued by responsible insurance companies authorized to issue insurance in the State of Oregon and rated B+ VIII or higher by A.M. Best's insurance rating service.

#### **Article 10 INDEMNITY**

**10.1 By Tenant.** Tenant will indemnify, defend, and hold harmless Landlord, its officers and employees from any claim, liability, damage, or loss, or any cost or expense in connection therewith (including reasonable attorney fees), whether suffered directly or from a third-party claim arising out of (a) any damage to any person or property occurring in, on, or about the Premises; (b) use by Tenant or its agents, invitees, or contractors of the Common Area and the Premises; or (c) Tenant's breach or violation of any term of this Lease.

**10.2 Survival.** The provisions of this Article 10 will survive the termination of this Lease.

#### **Article 11 EMINENT DOMAIN**

If the entire Premises or any portion of the Premises is permanently taken under any right of eminent domain, or any transfer in lieu thereof, and the taking renders the Premises unsuitable for Tenant's use, then either party may terminate this Lease by giving 30 days' prior written notice to the other party, and the termination will be effective on the date possession of the Premises is delivered to the condemning authority. If this Lease is not so terminated, Landlord will repair and restore the Premises, and this Lease will continue, but, commencing with the date on which Tenant is deprived of the use of any portion of the Premises or of any rights under this Lease, Base Rent will be proportionately abated or reduced, based on the extent to which Tenant's use of the Premises is impaired. Any and all awards payable by the condemning authority in connection with a taking will be the sole property of Landlord; however, nothing contained herein will prevent Tenant from prosecuting a separate claim for the value of its interest, as long as that award does not diminish the award that Landlord would otherwise be entitled to as a result of the taking.

#### **Article 12 FIRE OR CASUALTY**

**12.1 Major Damage.** In case of Major Damage, Landlord or Tenant may elect to terminate this Lease by notice in writing to the other party within 30 days after the date of the Major Damage. "Major Damage" means damage by fire or other casualty to the Premises (a) that

causes the Premises or any substantial portion of the Premises to be unusable, (b) the repair of which will cost more than 25 percent of the replacement value of the Premises, or (c) that is not required under this Lease to be covered by insurance. If neither Landlord nor Tenant terminates this Lease after any Major Damage, or if damage occurs to the Premises that is not Major Damage, Landlord will promptly restore the Premises to the condition existing immediately before the damage, and this Lease will continue in full force and effect. In the event of any damage to the Premises from a fire or other casualty, Tenant will promptly repair and restore all tenant improvements or alterations installed or paid for by Tenant or pay the cost of the restoration to Landlord if Landlord performs the restoration. If the Premises are damaged by any casualty, Rent will be reduced in proportion to the unusable portion of the Premises from the date of damage until the date restoration work to the Premises is substantially complete.

**12.2 Waiver of Subrogation.** Both parties will secure an appropriate clause in, or an endorsement on, each property insurance policy obtained by it and covering or applicable to the Premises or the personal property, fixtures, and equipment located therein or thereon, under which the insurance company waives subrogation or permits the insured, before any loss, to agree with a third party to waive any claim it might have against the third party without invalidating the coverage under the insurance policy. The waiver of subrogation or permission for waiver of any claim will extend to the parties and their respective agents and employees. Each party releases the other and its agents and employees in respect of any claim (including a claim for negligence) that it might otherwise have against the other party or its agents or employees for loss, damage, or other casualty (including rental value or business interest, as the case may be) occurring during the Term of this Lease and normally covered under a special form property insurance policy in the form normally used for similar property in Portland, Oregon.

### **Article 13 ASSIGNMENT AND SUBLETTING**

Tenant will not assign, transfer, or encumber its interest under this Lease or sublet all or any portion of the Premises without having first obtained Landlord's written consent.

### **Article 14 DEFAULT**

**14.1 Events of Default.** Each of the following is an Event of Default by Tenant under this Lease:

**14.1.1** Failure by Tenant to pay Rent or any other charge due under this Lease within five days after receipt of written notice from Landlord that the same is then due.

**14.1.2** Failure by Tenant to comply with any other obligation of this Lease within 20 days following written notice from Landlord specifying the failure; however, if the nature of Tenant's default requires more than 20 days to correct, Tenant will not be deemed in default of this Lease as long as Tenant commences the cure of the failure within the 20-day period and

thereafter proceeds in good faith and with all diligence to complete the cure as soon as possible but in no event later than 90 days after the date of Landlord's notice of default.

**14.1.3** Tenant's abandonment of the Premises or failure by Tenant to occupy the Premises within 20 days after notice from Landlord.

**14.1.4** Assignment or subletting by Tenant in violation of Article 13.

**14.1.5** Tenant's failure to timely execute and deliver to Landlord the documents described in Article 18 or Article 22 within 10 days of written notice from Landlord.

**14.1.6** Tenant's insolvency, business failure, or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for all or any portion of Tenant's properties or financial records, also constitutes an Event of Default.

**14.2 Remedies for Default.** Upon the occurrence of an Event of Default described in section 14.1, Landlord may exercise the following remedies as well as any other remedies at law or in equity, by statute or as set forth in this Lease:

**14.2.1** Landlord may terminate this Lease, reserving all rights to damages resulting from Tenant's breach. Whether or not Landlord terminates this Lease, Landlord may retake possession of the Premises by any legal means including self-help, and any relet or use of the Premises by Landlord will not be deemed a surrender or waiver of Landlord's right to damages. If Landlord retakes possession of the Premises, Landlord's mitigation efforts will be deemed sufficient if Landlord follows standard procedures otherwise used by Landlord for locating tenants for the Premises and otherwise complies with Law.

**14.2.2** Tenant will be liable to Landlord for all damages caused by Tenant's default, including, but not limited to, an amount equal to all unpaid and future Rent, lease commissions incurred for this Lease, and the unamortized cost of all improvements to the Premises installed or paid for by Landlord. Landlord may periodically sue Tenant to recover damages as they accrue, and no action therefor will bar a later action for damages accruing thereafter. Landlord may elect in any one action to recover both accrued damages as well as damages attributable to the remaining term of the Lease. Any damages attributable to the remaining term of the Lease will be equal to the difference between the Rent under this Lease and reasonable rental value of the Premises (including Additional Rent) for the remainder of the term, discounted at the prevailing interest rate on judgments to the date of the judgment.

**14.3 Landlord's Right to Cure Default.** Landlord may, but will not be obligated to, make any payment or perform any obligation under this Lease that Tenant has failed to perform, as and when required hereunder. Tenant will pay Landlord for all expenditures and costs incurred by Landlord in performing any obligation of Tenant, upon demand, with interest

thereon at nine percent (9%), but in no event at a rate in excess of that allowed by Law. Landlord's right to cure any Tenant default is for the sole protection of Landlord, and in no event will Tenant be released from any obligation to perform all of Tenant's obligations and covenants under this Lease. The contents of this Section 14.3 will not be deemed a waiver by Landlord of any other right that Landlord may have arising from any default of this Lease by Tenant, whether or not Landlord exercises its rights under this Section.

**14.4 Landlord's Default.** Landlord will not be deemed to be in default of the performance of any obligation required to be performed by Landlord hereunder unless and until Landlord fails to perform the obligation within 20 days after written notice by Tenant to Landlord specifying the nature of Landlord's alleged default; however, if the nature of Landlord's alleged default is such that more than 20 days are required for its cure, then Landlord will not be deemed to be in default if Landlord commences performance within the 20-day period and thereafter diligently prosecutes the same to completion. In the event of any default by Landlord, Tenant may exercise any and all rights and remedies available at law or in equity.

**14.5 Dispute Resolution.**

**14.5.1 Disputes Subject to Mediation and Arbitration.** Any dispute between the parties relating to the interpretation of their rights and obligations under this Lease or in which the amount in controversy is a liquidated sum of less than \$10,000 will be resolved solely by mediation and arbitration in accordance with the provisions of this Section 14.5.

**14.5.2 Initial Mediation.** With respect to any dispute between the parties that is to be resolved by arbitration as provided in Section 14.5.3 in which the amount in controversy is less than \$10,000.00 the parties will attempt in good faith first to mediate the dispute and use their best efforts to reach agreement on the matters in dispute. If the parties are unable to resolve the dispute or controversy within 30 days of the date a controversy arises, either party may, by delivering five days' written request to the other party, employ the services of a third person mutually acceptable to the parties to conduct and commence mediation within 15 days of the employment. If the parties are unable to agree on such a third person, or, if on completion of such mediation, the parties are unable to agree and settle the dispute, then the dispute will be referred to arbitration in accordance with Section 14.5.3.

**14.5.3 Arbitration.** Any dispute between the parties that is to be resolved by arbitration as provided in this Section 14.5.3 will be settled and decided by arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association as then in effect (the "Arbitration Rules"), except as provided below. Any such arbitration will be held and conducted in the city or county in which the Building is located, before one arbitrator who will be selected by mutual agreement of the parties; if agreement is not reached on the selection of an arbitrator within 15 days of receipt of a written demand for arbitration as set forth in -Section 14.5.3.1, then an arbitrator will be appointed by the presiding judge of the Circuit Court of the County in Oregon in which the Premises is located. The

provisions of the Arbitration Rules will apply and govern the arbitration subject, however, to the following:

**14.5.3.1** Any demand for arbitration must be in writing and must be made within 90 days after the claim, dispute, or other matter in question has arisen. The arbitration proceeding must commence within 30 days of appointment of the arbitrator, and all document exchange and other discovery of evidence must be completed within 20 days of the appointment.

**14.5.3.2** The arbitrator appointed must be a former or retired judge or practicing attorney with at least 10 years' experience in real property and commercial matters.

**14.5.3.3** The arbitrator will resolve the controversy in accordance with the Arbitration Rules, applicable Law, and the terms and conditions of this Lease. Thereafter, the arbitrator will prepare in writing and provide to the parties his or her decision, including factual findings and reasons on which the decision is based.

**14.5.3.4** The arbitration proceeding must be conducted and completed within five days after its commencement, and the decision of the arbitrator must be made within 60 days from the date of receipt of the written demand for arbitration.

**14.5.3.5** The prevailing party will be awarded reasonable attorney fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator, for good cause, determines otherwise.

**14.5.3.6** Costs and fees of the arbitrator will be borne by the non-prevailing party.

**14.5.3.7** The decision of the arbitrator, which may include equitable relief, will be final, and judgment may be entered on the decision in accordance with applicable Law in any court having jurisdiction over the matter.

## **Article 15 NOTICES**

All notices, demands, consents, approvals, and other communications provided for herein will be invalid unless set forth in a writing and delivered by facsimile transmission, overnight courier, personal delivery, or registered or certified U.S. mail with return receipt requested to the appropriate party at its address as set forth in Section 1.2 for Tenant and Section 1.3 for Landlord.

Addresses for notices may be changed from time to time by written notice to all other parties. Any communication given by facsimile transmission must be confirmed within 48 hours by overnight courier. If any communication is given by mail, it will be effective on the earlier of (a) 48 hours after deposit in the U.S. mail, with postage prepaid; or (b) actual receipt, as

indicated by the return receipt, if given by facsimile, when sent. If communication is given by personal delivery or by overnight courier, it will be effective when delivered.

**Article 16**  
**ACCESS; MOVING PROCEDURES**

**16.1 Access.** Tenant will have access to the Premises 24 hours per day, 7 days per week, and 52 weeks per year. During times other than normal Building hours, Landlord may require that Tenant's employees, officers, and invitees identify themselves or display Building passes to enter the Landlord's Building and may regulate elevator access. Subject to any federal or state security regulations, Landlord will not be liable to Tenant for permitting or refusing to permit access to the Premises by anyone. After reasonable notice to Tenant, Landlord may enter the Premises with its passkey or other reasonable means to assess compliance with this Lease; perform required or necessary services, maintenance, repairs, alterations, or services to the Premises; show the Premises to potential buyers of the Premises; post appropriate notices; and during the last three months of the Lease Term, show the Premises to any potential future tenant. Except in case of emergency, all entry to the Premises will be at times and in a manner that minimizes interference with Tenant's use of the Premises.

**16.2 Moving Furniture and Bulky Articles.** Following at least 24 hours' written notice to Landlord, Tenant may move furniture and bulky articles in and out of the Building and make independent use of any elevators in accordance with the Rules and at times approved by Landlord (which approval Landlord will not unreasonably withhold).

**Article 17**  
**NONRECOURSE LEASE**

Tenant will look only to Landlord's estate and property in the Land and the Building (or the proceeds thereof) for the satisfaction of Tenant's remedies, including the collection of an arbitration award, a judgment, or another judicial process requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord or its partners or principals, disclosed or undisclosed, will be subject to levy, execution, or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder, or Tenant's use or occupancy of the Premises.

**Article 18**  
**SUBORDINATION; NOTICE TO SUPERIOR LESSORS AND MORTGAGEES**

**18.1 Subordination.** Any mortgage, deed of trust, or ground lease to which this Lease is, at the time referred to, subject and subordinate is called a "Superior Mortgage," and the holder of a Superior Mortgage, or its successor in interest, at the time referred to, is called a "Superior Mortgagee." This Lease, and all rights of Tenant, will be subject and subordinate to all mortgages that may now or hereafter affect the Land and the Building, whether or not the mortgages also cover other lands and buildings; to each and every advance under such

mortgages; and to all renewals, modifications, replacements, and extensions of such mortgages. This Section 18.1 is self-operative, and no further instrument of subordination will be required. In confirmation of the subordination, Tenant will promptly execute, acknowledge, and deliver any instrument that Landlord or any Superior Mortgagee may reasonably request to evidence the subordination.

**18.2 Notice.** If any act or omission of Landlord would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant will not exercise the right: (a) until it has given written notice of the act or omission to Landlord and each Superior Mortgagee whose name and address previously has been furnished to Tenant, and (b) until a reasonable period of time for the parties to cure the condition has passed.

**18.3 Attornment.** For the purposes of this Section 18.3, the term "Successor Landlord" means the Superior Mortgagee if the same succeeds to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, or any third party that succeeds to the rights of Landlord under this Lease by virtue of having purchased the Land and the Building at a foreclosure sale. The Successor Landlord will accept Tenant's attornment, assume Landlord's obligations under the Lease, and will agree in writing not to disturb Tenant's quiet possession of the Premises. Tenant will attorn to and recognize the Successor Landlord as Tenant's Landlord under this Lease, and Tenant and the Successor Landlord will promptly execute and deliver an instrument reasonably acceptable to the parties to evidence the attornment and nondisturbance. Upon the attornment, this Lease will continue in full force and effect as a direct lease between the Successor Landlord and Tenant on all of the terms, conditions, and covenants as are set forth in this Lease except that the Successor Landlord will not: (a) be liable for any previous act or omission of Landlord under this Lease; (b) be subject to any offset, deficiency, or defense that has accrued to Tenant against Landlord; (c) be bound by any previous modification of this Lease or by any previous prepayment of more than one month's Base Rent, unless the modification or prepayment has been expressly approved in writing by the Superior Mortgagee; or (d) be liable for the return of any security deposit that was not actually transferred to the Successor Landlord.

## **Article 19 SURRENDER; HOLDOVER**

Upon expiration or earlier termination of this Lease, Tenant will surrender the Premises and, at Landlord's option, all improvements and alterations therein, vacuumed, swept, and free of debris and in good and serviceable condition, subject to ordinary wear and tear. Tenant will remove all of its personal property and any conduits, wiring, cables, or alterations if required by this Lease and will repair all damage to the Premises and the Building resulting from that removal. If Tenant fails to remove any such personal property or alterations, those items will be deemed abandoned, and Landlord may remove or dispose of the items without liability to Tenant or others. Upon demand, Tenant will reimburse Landlord for the cost of such removal.

If Tenant fails to surrender the Premises and remove all its personal property as set forth herein, Landlord may either: (a) recognize Tenant as a month-to-month tenant at sufferance, and such tenancy will be subject to all terms of this Lease, except that Rent will be one hundred twenty (120%) percent of the total Rent for the last month being charged, and all options or other rights regarding extension of the term or expansion of the Premises will automatically terminate; or (b) evict Tenant from the Premises and recover all damages resulting from Tenant's wrongful holdover.

**Article 20**  
**HAZARDOUS MATERIALS**

Neither Tenant nor Tenant's agents or employees will cause or permit any Hazardous Material, as hereinafter defined, to be brought, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Premises, Building, or Common Areas, except reasonable quantities of cleaning supplies and Grocery Store supplies and inventory necessary to or required as part of Tenant's business that are generated, used, kept, stored, or disposed of in a manner that complies with all laws regulating any such Hazardous Materials and with good business practices. Tenant covenants to remove from the Premises (or the Building or Common Areas, if applicable), upon the expiration or sooner termination of this Lease and at Tenant's sole cost and expense, any and all Hazardous Materials brought, stored, used, generated, or released on, in, or into the environment by Tenant or its agents, employees, or invitees during the term of this Lease. To the fullest extent permitted by law, Tenant hereby agrees to indemnify, defend, protect, and hold harmless Landlord, Landlord's managing agent, their respective agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release, or presence of Hazardous Materials by Tenant or its agents, employees, or invitees on, in, or about the Premises, the Building, or the Common Areas that occurs during the term of this Lease.

To the fullest extent permitted by law, Landlord hereby agrees to indemnify, defend, protect, and hold harmless Tenant, Tenant's agents and employees, and Tenant's respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release, or presence of Hazardous Materials by Landlord or its agents, employees, or contractors on, in, or about the Premises, the Building, or the Common Areas. Tenant will promptly notify Landlord of any release of Hazardous Materials in, on, or about the Premises, the Building, or Common Areas that Tenant, or Tenant's agents or employees, becomes aware of during the Term of this Lease, whether caused by Tenant, Tenant's agents or employees, or any other persons or entities.

As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the state of Oregon, or the United States government. The term "Hazardous Material" includes, without limitation, (a) any material or substance that is defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state, or local law; (b) petroleum; and (c) asbestos. The provisions of

this Article 20, including, without limitation, the indemnification provisions set forth herein, will survive any termination of this Lease.

**Article 21**  
**ATTORNEY FEES**

If suit or action is instituted in connection with any controversy arising out of this Lease, including any bankruptcy proceeding and arbitration proceeding, the prevailing party will be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees at trial and on all appeals or petitions for review arising out of the suit or action. If Landlord engages a collection agency to pursue any delinquent amounts owed by Tenant, Tenant will pay all collection agency fees charged to Landlord, in addition to all other amounts payable under this Lease.

**Article 22**  
**ESTOPPEL**

At any time and from time to time upon not less than 10 days' prior notice from either party, the other party will execute, acknowledge, and deliver to the requesting party a certificate certifying that this Lease is in full force and effect and unmodified or, if there are any modifications, that the Lease is in full force and effect as modified; that Tenant is in possession of the Premises; the dates to which Rent has been paid in advance and the amount of any Security Deposit or prepaid Rent; and such other matters as may be reasonably requested.

**Article 23**  
**QUIET ENJOYMENT**

Landlord warrants that as long as Tenant complies with all terms of this Lease, Tenant will have quiet and peaceful possession of the Premises free of disturbance by Landlord or others claiming by or through Landlord.

**Article 24**  
**FORCE MAJEURE**

If the performance by either party of any provision of this Lease (other than the payment of rent) is prevented or delayed by any strikes, lockouts, labor disputes, acts of God, government actions, civil commotions, fire or other casualty, or other causes beyond the reasonable control of the party from whom performance is required, the party will be excused from such performance for the period of time equal to the time of that prevention or delay up to a maximum of 180 days.

**Article 25**  
**BROKERS**

[Deleted as Not Applicable]

**Article 26**

## **GOVERNING LAW**

This Lease will be construed and interpreted and the rights of the parties determined in accordance with the laws of the state of Oregon (without reference to the choice-of-law provisions of Oregon law). Regarding matters of law concerning the internal corporate affairs of any corporate entity that is a party to or the subject of this Lease, the law of the jurisdiction under which the entity derives its powers will govern.

### **Article 27 NONWAIVER**

No delay by either party in promptly enforcing any right or remedy set forth in this Lease will be deemed a waiver thereof, and that right or remedy may be asserted at any time after the delaying party becomes entitled to the benefit of the right or remedy notwithstanding the delay.

### **Article 28 CAPTIONS**

The article and section headings of this Lease are for descriptive purposes only and in no way define, limit, or describe the scope, intent, or meaning of this Lease.

### **Article 29 CONSENT**

Except when otherwise specifically provided in this Lease to the contrary, whenever a party's consent is required under this Lease, the party will not unreasonably withhold its consent.

### **Article 30 TIME OF THE ESSENCE AND HOLIDAYS**

Time is of the essence of each and every provision hereof. If the final date of any period of time set forth herein occurs on a Saturday, Sunday, or legal holiday, then the expiration of the period of time will be postponed to the next day that is not a Saturday, Sunday, or legal holiday.

### **Article 31 COMPLETE AGREEMENT; NO IMPLIED COVENANTS**

This Lease and the attached exhibits and schedules, if any, contain the entire agreement of Landlord and Tenant concerning the Premises, Building, Common Areas, and Land, and all prior written and oral agreements and representations between the parties are void. Landlord and Tenant agree that there are no implied covenants or other agreements between the parties except as expressly set forth in this Lease. Neither Landlord nor Tenant is relying on any representations of the other party except those expressly set forth herein.

**Article 32  
SUCCESSORS**

This Lease will bind and inure to the benefit of the parties, their respective heirs, successors, and permitted assigns. IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Lease:

LANDLORD:  
City of Lincoln City

TENANT:  
K. E. McKay's Market of Coos Bay,  
Inc. dba "McKay's Market"

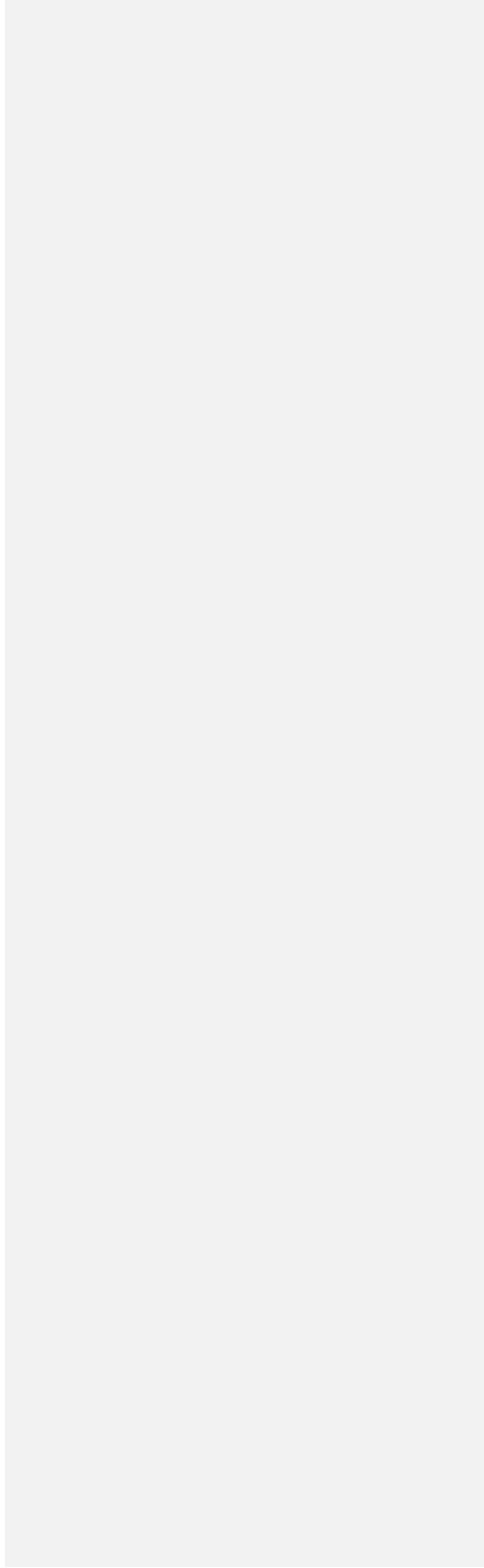
\_\_\_\_\_  
By: Judy Casper  
Title: Council President  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: William Caldwell  
Title President of the Corporation  
Date: \_\_\_\_\_

Authorized by Order of the  
City Council on \_\_\_\_\_, 2021

**EXHIBIT A**

[*Site Plan*] with legal description of Premises



## Council Communication

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### City Council Goals, Priorities and Tasks

Meeting Date:	April 12, 2021	Primary Staff Contact:	Ronald F Chandler
Department:	Administration	E-Mail:	RChandler@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	

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The City Council previously adopted eight goals for fiscal year 2022. In subsequent meetings they discussed priorities and tasks associated with these goals. The intent of this agenda item is to present the goals, as adopted, and the priorities and tasks as discussed in previous meetings. The City Council may adopt the priorities and tasks as presented, modify them and adopt or reject the priorities and tasks.

Goal: Code Enforcement - To Educate, Inform and Protect the Residents of Lincoln City.

P1 - Code Enforcement

- T1 - Purchase and implement a Code Enforcement/VRD Enforcement case management system.
- T2 - Use verifiable information to evaluate our performance and activity in regards to Code Enforcement and VRD Enforcement.
- T3 - Hold regular code enforcement meetings with representatives from the Planning Dept., Police Dept., City Attorney, Code Enforcement officer and VRD Enforcement officer.

P2 - VRD Enforcement

- T1 - Obtain accurate data (see T1 above)
- T2 - Review the data
- T3 - Make decision for improving what we are doing.

Goal: Community Engagement - Increase Participation in and Develop Skills for Civic Engagement.

P1 – Restore the human touch

- T1 – Department Heads to incorporate time out of the office visiting businesses & residents
- T2 – City Manager to incorporate time out of the office visiting businesses & residents
- T3 – Police Patrol officers to incorporate visits to businesses and residents.

P2 – Electronically disseminating and gathering information

- T1 – Add a “What’s on your Mind” – Community Input feature to the new City web page
- T2 – Add “Hot Topics” feature to the new City web page
- T3 – Add a “Month at a Glance” feature to the new City web page.
- T4 – Update or create new electronic media policy
- T5 – Promote the official City Web page(s) as the “Places to Go” for City information.

P3 – Role of the Committees

- T1 – Review and revise Committee rules and regulations for consistency.
- T2 – Provide annual training for City Committees.

Goal: Emergency Preparedness – Maintain and Expand Emergency Preparedness for the Safety of Our Community

P1 – Personal preparedness education program – NHMP – Natural Hazard Action Item – Lincoln City #4.

- T1 – Flyers in water billing, one per quarter.
- T2 – One advertisement in the News Guard, one a quarter
- T3 – Once a month or event driven updates to City web site and social media platforms
- T4 – Schedule various community events on emergency preparedness (dependent on COVID-19 restrictions)
- T5 – Provide written and electronic material to business and lodging industry.

P2 – Emergency preparedness training for City staff

- T1 – Obtain required EOC equipment to establish functional EOC
- T2 – Validate City staff positions in EOC, to include who will be designated as the Public information officer and social media response officer for the City and Liaison officer to County EOC
- T3 – Develop and tailor specific training criteria for EOC staff
- T4 – COVID Dependent and lack of EOC equipment - Conduct once a quarter virtual EOC training for individuals and EOC sections.
- T5 – Conduct employee Everbridge test quarterly

P3 – Storage of emergency preparedness supplies City wide - NHMP – Natural Hazard Action Item – Lincoln City #12.

- T1 – Determine storage sites at City facilities to store cots, linen kits, and 2

weeks' worth of food and water.

- T2 – Purchase items for employees during the times they are called out on emergencies.
- T3 – Stock and supply caches

P4 – Develop a City evacuation plan

- T1 – Draft an evacuation plan and submit to the City Council for approval.

Goal: Parks and Recreation – Provide and Maintain Natural Resources and Recreational Opportunities

P1 – Provide and maintain recreation programming

- T1 - Sports leagues – basketball, soccer, volleyball, track & field, cross country
- T2 - Special events –
  - a. LCP&R race series: half marathon, 10K, Ocean's edge & jingle bell jog
  - b. Touch-a-truck
  - c. National night out
  - d. Family dance party (Daddy-daughter dance)
- T3 - Teen center programming

P2 – Develop Taft Park

- T1 - Archeological survey
- T2 - Topographical survey
- T3 - Design the park

P3 – Develop Nesika Park

- T1 - Trail connections
- T2 - Dog park
- T3 - Nature play area
- T4 - Nature overlook

P4 - Parking for recreational facilities

- T1 - Use way finding to direct people to existing facilities
  - a. SE 3<sup>rd</sup> Street parking lot (Nesika Park)
  - b. WDLR (Northern hiking trails)

Goal: Economic Development and Workforce Housing - Provide Support, Opportunities and Expansion for Residential and Commercial.

- P1 - Complete, fund and expand the City's tool box incentive program
  - T1 - Complete the child care tool of the tool box
  - T2 - Fund the tool box
  
- P2 - Close out the existing urban renewal district
  - T1 - The settlement of the urban renewal district assets.
  - T2 - Complete the design and permitting for Bayside Boardwalk/Sidewalk
  
- P3 - Creating a second urban renewal district
  - T1 - Create district boundaries
  
- P4 - Increase the number of new residential units.
  - T1 - Sale the remnant properties
  - T2 - Complete the housing tool of the tool box
  - T3 - Continue to support the workforce development on 25<sup>th</sup> Street.

Goal: Financial - Maintain and Monitor State and Local Budgetary Obligations in Order to Support Fiscal Responsibilities of the City

- P1 - Continue financial policies to guide future budgets

Policy 1: Reserved Fund Balance – General Fund. Budget for a minimum ending, reserved fund balance in the General Fund equal to 42% of the General Fund operating budget. This covers the General Fund cash flow for approximately five months.

Policy 2: Unreserved Fund Balance – General Fund. Budget for a contingency equal to \$1,000,000 in the General Fund

Policy 3: Fund Balances - Operating Funds – Budget for a minimum ending fund balance in operating funds equal to 25% of the operating budget. Funds – Streets Operations, Water Operations, Sewer Operations, Lincoln Square, Parks Maintenance, and Explore Lincoln City. This covers cash flow for approximately three months.

Policy 4: Recreation direct revenue as a percentage of recreation expenditures. Budget the recreation direct revenue so they are equal to or greater than 45% of the recreation expenditures.

I was asked to provide additional information regarding policy 4. The attachment provides some historical information.

T1 - Create a sustainable funding source for Parks and Recreation.

Policy 5: Capital Expenditures - In FY2018 the General Fund revenue exceeded expenditures by approximately \$1,000,000. These funds and in subsequent budgets were used for one-time expenditure rather than increasing operating costs. Continue this practice.

Policy 6: Decrease the transfer of funds from the General Fund used to support the Street Operations Fund.

Goal: Infrastructure – Long Range Planning – Maintain, Restore and Create On-going Long-Range Projects

P1 - Planning Projects

T1 - Complete the stormwater master plan

T2 - Select from a list of alternatives the method for complying with the NPDES requirements.

T3 – Update the system development charge assessments.

P2 - Ongoing Construction

T1 - Overlay City paved streets within 20 to 25 years. Estimated annual cost = \$400,000 to \$500,000 per year.

Goal: Sustainability – Provide Direction for a Healthy Community that is Sustainable and Environmentally Friendly

Proposed Projects

P1 - Sustainable Transportation

T1 - Improve Public Transportation

- support reduced/economically efficient fees for use
- provide regular/timely hours for bus service stops
- increase number of bus stops (college, shopping)

T2 - Bicycle friendly City

- make City a safe area for bicycle transportation
- look for State funding to support bicycle transportation

- T3 - Pedestrian Safety
  - increase number of pedestrian crosswalks in town
  - increase number of 'Blinking Lights/Signals' at crosswalk locations
- T4 - Support Electric Vehicle Usage
  - support City usage of electric vehicles
  - increase number of charging stations city-wide
- P2 - Plastics and Waste Reduction
  - T1 - Biodegradable Dog Bags
    - placed on trails, parks, and beach access points
    - allow places to deposit bags
    - place signs on trails, in parks and on beach to inform where to dispose of dog bags
  - T2 - Continue supporting zero waste incentives
    - provide voluntary incentives program (free advertising) for those businesses that reduce plastic usage
    - Continue Beach Clean-up Bingo Program
- P3 - Sustainable Housing
  - T1 - Support workforce housing
  - T2 - Support low-income housing
- P4 - Promoting Sustainability
  - T1 - Develop Annual Earth Day Event and Environmental Promotion
  - T2 - Create a sustainable landscaping program
  - T3 - Create a City wide climate action plan

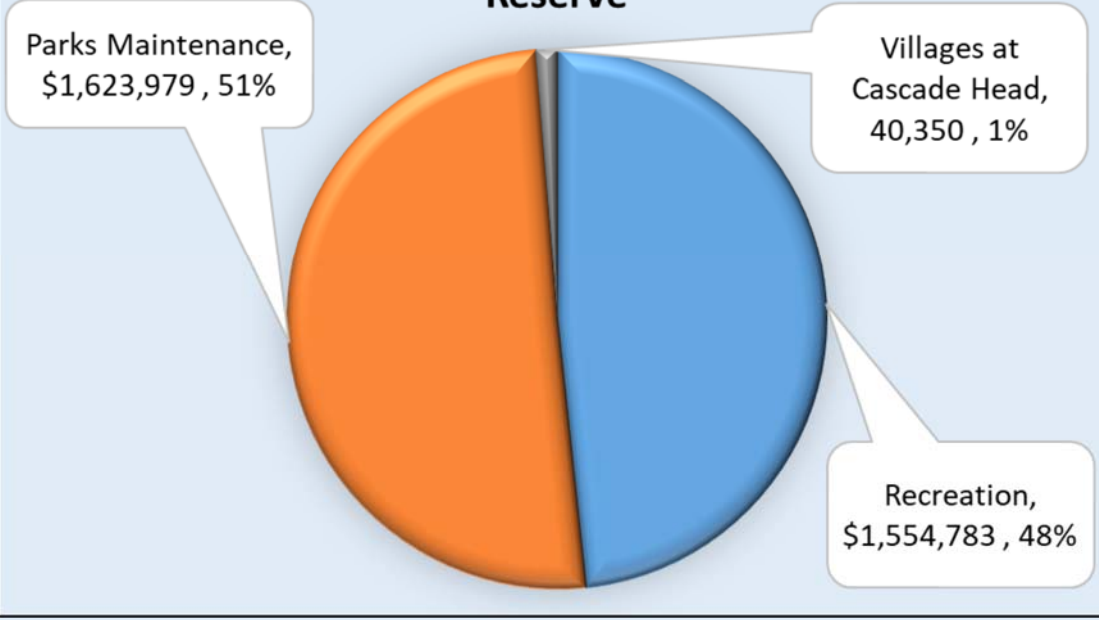
**Attachments:**

Parks and Recreation information (PDF)

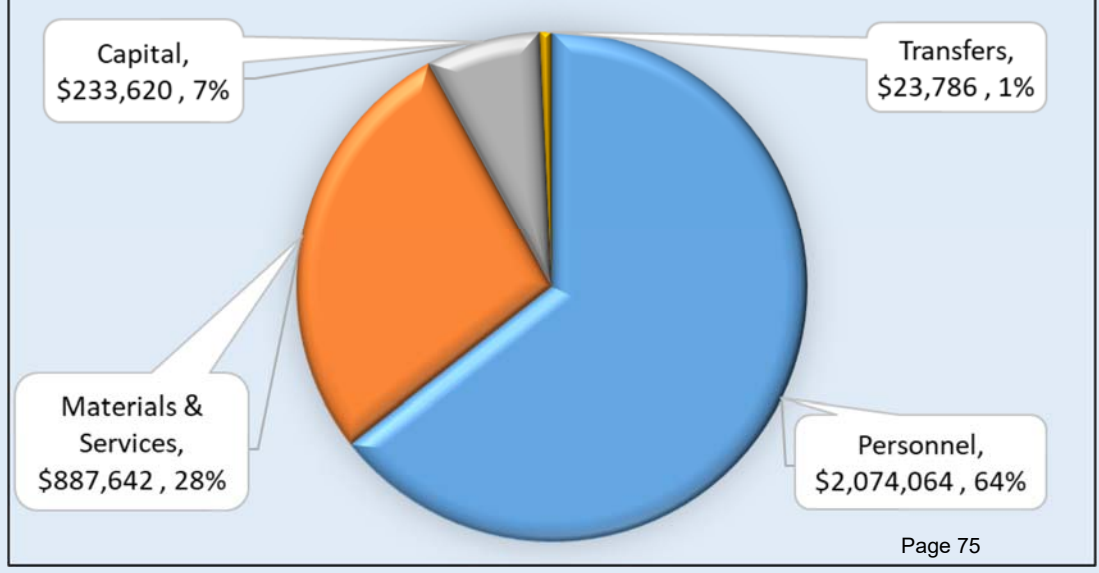
COMMUNITY CENTER		Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
		FY13-14	FY14-15	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21
<b>Budgeted FTEs</b>		15.20	14.97	15.13	15.13	15.13	15.65	16.00	17.54
<b>Direct Revenues</b>									
	Community Center Rev	325,000	350,000	409,066	350,000	368,820	340,400	383,065	415,413
	Special Rec Programs	56,000	51,500	48,000	45,000	42,000	45,600	0	58,477
	After School Program	52,000	49,000	49,000	45,000	50,000	67,900	85,048	72,574
	Employee Memberships	0	0	0	36,427	32,661	33,000	35,000	47,414
	Recreation Grant	0	0	0	0	0	0	10,000	10,000
	Other	6,000	8,750	8,250	12,600	13,640	13,890	15,731	16,428
	<b>Total Rev from Fees</b>	<b>439,000</b>	<b>459,250</b>	<b>514,316</b>	<b>489,027</b>	<b>507,121</b>	<b>500,790</b>	<b>528,844</b>	<b>620,306</b>
<b>Indirect Revenues</b>									
	Transient Room Tax	187,922	192,296	187,395	174,961	167,264	184,613	180,464	192,420
	Marijana Tax							55,079	
	<b>Total Other Revenue</b>	<b>187,922</b>	<b>192,296</b>	<b>187,395</b>	<b>174,961</b>	<b>167,264</b>	<b>184,613</b>	<b>235,543</b>	<b>192,420</b>
<b>Expenditures</b>									
	Salaries	556,765	553,410	569,176	583,078	619,570	594,796	632,365	709,439
	Benefits	239,580	216,115	240,911	236,470	245,649	231,353	276,103	318,030
	PERS Match							23,792	89,652
	Operations	351,275	357,545	375,053	346,429	329,477	400,410	364,093	409,042
	<b>Total</b>	<b>1,147,620</b>	<b>1,127,070</b>	<b>1,185,140</b>	<b>1,165,977</b>	<b>1,194,696</b>	<b>1,226,560</b>	<b>1,296,353</b>	<b>1,526,163</b>
	<i>Direct Revenue / Expense</i>	<b>38.3%</b>	<b>40.7%</b>	<b>43.4%</b>	<b>41.9%</b>	<b>42.4%</b>	<b>40.8%</b>	<b>40.8%</b>	<b>40.6%</b>
	<i>Total Revenue / Expense</i>	<b>54.6%</b>	<b>57.8%</b>	<b>59.2%</b>	<b>56.9%</b>	<b>56.4%</b>	<b>55.9%</b>	<b>59.0%</b>	<b>53.3%</b>

COMMUNITY CENTER		Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget
		FY13-14	FY14-15	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21
<b>Budgeted FTEs</b>		15.20	14.97	15.13	15.13	15.13	15.65	16.00	17.54
<b>Direct Revenues</b>									
	Community Center Rev	333,060	328,531	350,826	342,344	344,580	351,498	297,679	415,413
	Special Rec Programs	50,436	46,560	44,342	43,406	51,917	53,286	15,910	58,477
	After School Program	48,707	50,501	41,115	64,558	80,166	79,756	49,020	72,574
	Employee Memberships	0	0	36,427	33,164	32,661	32,041	44,030	47,414
	Recreation Grant	0	0	0	0	6,885	9,140	4,500	10,000
	Other	9,641	9,818	12,438	17,404	21,645	12,750	12,522	16,428
	<b>Total Rev from Fees</b>	<b>441,844</b>	<b>435,410</b>	<b>485,147</b>	<b>500,876</b>	<b>537,853</b>	<b>538,470</b>	<b>423,660</b>	<b>620,306</b>
<b>Indirect Revenues</b>									
	Transient Room Tax	187,922	192,296	187,395	174,961	167,264	184,613	143,888	192,420
	Marijana Tax							55,079	
	<b>Total Other Revenue</b>	<b>187,922</b>	<b>192,296</b>	<b>187,395</b>	<b>174,961</b>	<b>167,264</b>	<b>184,613</b>	<b>198,967</b>	<b>192,420</b>
<b>Expenditures</b>									
	Salaries	495,048	508,818	524,368	545,366	571,084	594,796	584,416	709,439
	Benefits	200,260	209,142	207,514	203,126	230,747	231,353	261,194	318,030
	PERS Match							23,792	89,652
	Operations	272,180	311,201	320,197	300,615	330,997	400,410	306,389	409,042
	<b>Total</b>	<b>967,489</b>	<b>1,029,161</b>	<b>1,052,079</b>	<b>1,049,107</b>	<b>1,132,828</b>	<b>1,226,560</b>	<b>1,175,791</b>	<b>1,526,163</b>
	<i>Direct Revenue / Expense</i>	<b>45.7%</b>	<b>42.3%</b>	<b>46.1%</b>	<b>47.7%</b>	<b>47.5%</b>	<b>43.9%</b>	<b>36.0%</b>	<b>40.6%</b>
	<i>Total Revenue / Expense</i>	<b>65.1%</b>	<b>61.0%</b>	<b>63.9%</b>	<b>64.4%</b>	<b>62.2%</b>	<b>59.0%</b>	<b>53.0%</b>	<b>53.3%</b>

### Parks & Recreation Expenditures by Fund w/o Reserve



### Parks & Recreation Expenditures by Category w/o Reserve



### Parks & Recreation at a Glance

Personnel Increase = \$261,030

PERS Match = \$166,418, percentage of personnel increase = 64%

The City received the NFA letter from the Oregon Department of Environmental Quality thus clearing the way to purchase the Taft Park. It's anticipated that this will be done during the FY2020 budget.

The Parks and Recreation will begin working on a design plan for this park which will include a tennis court.

The City established a goal that revenue should account for 45% of the operating cost of the Community Center.

To accomplish this goal this proposes two changes to the Community Center operation.

First, it proposes an average 6% increase in user fees for the Community Center.

Second, it proposes to reduce the Community Center hours by one hour in the morning and one hour at night.

## Council Communication

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### Department Update: Economic Development

Meeting Date:	April 12, 2021	Primary Staff Contact:	Alison Robertson
Department:	Urban Renewal	E-Mail:	alisonr@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	10 Min

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**Objective:**

Staff will provide background and an update on City Economic Development efforts.

# Council Communication

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## Department Update: Human Resources

Meeting Date:	April 12, 2021	Primary Staff Contact:	Abigail Edwards
Department:	Human Resources	E-Mail:	ADonowho@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	10 minutes

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### Background:

The quarterly update for the Human Resources Department will be presented to the City Council by Abigail Edwards.

# Council Communication

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## COVID-19 Update

Meeting Date:	April 12, 2021	Primary Staff Contact:	Ronald F Chandler
Department:	Administration	E-Mail:	RChandler@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	

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### COVID-19

1. Governor Kate Brown announced that people in Oregon who are 16 and older will be eligible for the COVID-19 vaccine starting April 19, 2021

Governor Brown said, "We are locked in a race between vaccine distribution and the rapid spread of COVID-19 variants. Today, Oregon will pass the threshold of 2 million vaccine doses administered. And yet, in communities across Oregon, COVID-19 is spreading at concerning rates. We must move as quickly as possible to get more shots in arms. Beginning April 19, all Oregonians over the age of 16 will be eligible to receive a vaccine."

Governor Brown emphasized that we need to continue to focus on equity in our vaccine distribution, noting that "Oregon's Black, Indigenous, Latino, Latina, Latinx, Asian, Pacific Islander, Tribal, and communities of color have been disproportionately hard-hit by this disease. We must reach Oregonians where they are, including those who may not have easy access to health care or the ability to take time off from work."

2. Lincoln County has moved into the High Risk Category effective April 9, 2021. COVID-19 case counts continue to surge across the country, the State of Oregon, and Lincoln County.
3. The coronavirus variant first identified in the United Kingdom is now the most common strain of coronavirus in the United States, US Centers for Disease Control and Prevention Director Dr. Rochelle Walensky said Wednesday. "Based on our most recent estimates from CDC surveillance, the B.1.1.7 variant is now the most common lineage circulating in the United States," Studies have suggested that the UK variant is more contagious than the original strain, is possibly more dangerous and associated with a higher risk of death. There are currently 16,275 confirmed cases of the B.1.1.7 variant in the United States, according to the CDC. Oregon Health Authority is tracing this variant which is in Oregon but has not shared any details as to how many cases or where they are located.

# Council Communication

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## Echo Mountain Complex Update

Meeting Date:	April 12, 2021	Primary Staff Contact:	Ronald F Chandler
Department:	Administration	E-Mail:	RChandler@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	

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### Wildfires

1. Wildfire Cleanup of properties - An April 15 deadline has been set for property owners to submit a Right-of-Entry (ROE) agreement in Lincoln County to ensure everyone can participate before work is complete in the area.

As debris removal work begins to wrap up in the Echo Mountain fire area, we want to ensure that any remaining property owners not yet participating can still opt in to the state cleanup program before crews mobilize to the next area. To help with this, the deadline to submit an ROE agreement in Lincoln County is April 15. Your assistance helps your fellow Oregonians by allowing our crews to maximize their efficiency for all impacted areas of the state.

2. Tree removal operations continue throughout Oregon and the Echo Mountain fire area. It can take 6-18 months for tree removal operations. The Echo Mountain Area debris removal is nearing completion.