

CITY OF LINCOLN CITY

LINCOLN CITY COUNCIL AGENDA

MONDAY MARCH 23, 2020 6:00 PM

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

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 Cathy Steere, 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 under "Agenda, Packets & Video". This meeting will be televised live on Channel 4. For additional rebroadcast times, please consult the Channel 4 guide on the hour. If you wish to speak on an agenda or non-agenda item, please sign up on the sheet near the entrance door to the Council Chambers. You will be called to speak during the "Public Comment" section. Comments or testimony on agenda items listed under "public hearing/public comment" will be taken at that time.

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. PLEDGE OF ALLEGIANCE**
- D. CONSENT AGENDA**
- E. COUNCIL DELIBERATIONS**
- F. COMMENTS FROM CITIZENS PRESENT ON AGENDA/NON-AGENDA ITEMS**
- G. PRESENTATIONS**
- H. SPECIAL ORDER OF BUSINESS**
 - 1. COVID-19 Update and City Response**
 - 2. INTERGOVERNMENTAL AGREEMENT FOR MID-COAST WATER CONSERVATION CONSORTIUM**
 - 3. ECONOMIC DEVELOPMENT: ROADS END/VILLAGES AT CASCADE HEAD URBAN RENEWAL AREA DRAFT PLAN**

4. New Name for the Villages at Cascade Head

I. PUBLIC HEARINGS / PUBLIC COMMENTS

5. An opportunity for public comment on proposed fee or rate changes. See agenda item 9 below (Resolution 2020-07) below.
6. An opportunity for public comment on proposed fee or rate changes. See agenda item 10 below (Resolution 2020-05) below.

J. ORDINANCES

7. ORDINANCE NO. 2020-09 AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 8 (HEALTH AND SAFETY), ADDING CHAPTER 8.11 (NUISANCE – POLYSTYRENE FOAM)
8. ORDINANCE NO. 2020-08 AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE), CHAPTER 9.34 (SIGNAGE), SECTION 9.34.020 (TEMPORARY SIGNAGE EXEMPT FROM LAND USE PERMITTING), PARAGRAPH F, TO AFFIRM, EXTEND AND REINSTATE THE ALLOWANCE FOR FEATHER BANNERS FOR AN ADDITIONAL SIX MONTHS

K. RESOLUTIONS

9. RESOLUTION NO. 2020-07 A RESOLUTION OF THE CITY OF LINCOLN CITY AUTHORIZING THE ESTABLISHMENT OF A MANDATORY RESIDENTIAL COMPOSTABLES COLLECTION PROGRAM AND ADOPTING RATES
10. RESOLUTION NO. 2020-05 A RESOLUTION OF THE CITY OF LINCOLN CITY, ADOPTING APPLICATION FEES AND CHARGES FOR MOBILE FOOD UNITS (LICENSE AND LAND USE) AND ESTABLISHING PARKS CONCESSION FEES AND CHARGES

L. CITY MANAGER/CITY ATTORNEY REPORTS

M. ACTIONS, IF ANY, BASED ON WORK SESSION OR EXECUTIVE SESSION

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

O. ANNOUNCEMENTS OR COMMENTS BY CITY COUNCIL

P. ADJOURNMENT

Council Communication

Ordinance 2020-09 Polystyrene Ban

Meeting Date:	March 23, 2020	Primary Staff Contact:	Richard Appicello
Department:	City Attorney	E-Mail:	RAppicello@lincolncity.org
Secondary Dept:	Public Works	Secondary Contacts:	Ronald Chandler
Approval:	Ronald F Chandler	Estimated Time:	10 minutes

Question(s):

Should the City Council conduct and approve First and Second Reading and adopt Ordinance 2020-09 entitled:

ORDINANCE NO. 2020-09

AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 8 (HEALTH AND SAFETY), ADDING CHAPTER 8.11 (NUISANCE - POLYSTYRENE FOAM)

Staff Recommendation:

Given the impact on the availability of goods (e.g. non-polystyrene containers) caused by the coronavirus pandemic and the financial impact of the virus on restaurants, staff recommends either a delayed effective date for this ordinance or a continuance of this matter for future consideration.

Staff recommends Council conduct First Reading of Ordinance 2020-09 and, *if unanimous*, Conduct and approve Second Reading and adopt the Ordinance. Any changes must be read.

Authority:

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

Background:

Following recommendations from the City's sustainability committee and the specific requests of

several councilors Council has proposed a ban on polystyrene foam. The attached ordinance is modeled on the Ordinance from the City of Ashland, Oregon - however confusing and unnecessary provisions have been removed.

Council Options:

1. Conduct and approve First Reading. Read changes, if any. Conduct and Approve Second Reading and Adopt the Ordinance.
2. Conduct and approve First Reading. Read changes, if any. Continue Second Reading to April 13, 2020 [or]
3. Continue First Reading to April 13, 2020 or later.
4. Do not proceed with proposed ordinance.

Potential Motions:

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

ORDINANCE NO. 2020-09

AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 8 (HEALTH AND SAFETY), ADDING CHAPTER 8.11 (NUISANCE - POLYSTYRENE FOAM)

Council:

1. Motion to approve First Reading of Ordinance 2020-09.

If unanimous: conduct Second Reading

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

Council:

1. Motion to approve Second Reading and adopt Ordinance 2020-09.

[or]

2. Motion to set Second Reading for April 13, 2020.

Attachments:

Ordinance 2020-09 Polystyrene Prepared Food Ban 1134 (DOCX)

ORDINANCE NO. 2020-09

AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 8 (HEALTH AND SAFETY), ADDING CHAPTER 8.11 (NUISANCE – POLYSTYRENE FOAM)

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

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

2.1 Powers of the City

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

2.2 Construction of Charter

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

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

WHEREAS, the City Council directed city staff to prepare an ordinance on the ban of polystyrene foam; and

THE CITY OF LINCOLN CITY ORDAINS AS FOLLOWS:

SECTION 1. Lincoln City Municipal Code, Title 8 (Health and Safety), Chapter 8.11 (Nuisance – Polystyrene Foam), is hereby added as follows:

Chapter 8.11
NUISANCE - POLYSTYRENE FOAM

Sections:

8.11.010 Polystyrene Foam Declared Nuisance.

8.11.020 Definitions.

8.11.030 Polystyrene Foam Banned Food Packaging.

1 **8.11.040 Enforcement.**

2 **8.11.050 Exemptions.**

3
4 **8.11.010 Polystyrene Foam Declared Nuisance.**

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6 **The manufacture of polystyrene foam of all types has been identified as a major**
7 **contributor to the depletion of the earth's ozone layer and thus is a long-term**
8 **menace to the public health. Polystyrene foam products used for prepared food**
9 **packaging are hereby declared a public nuisance.**

10
11 **8.11.020 Definitions.**

12 **As used in this ordinance, the following terms have the following meanings:**

13
14 **A. Chlorofluorocarbons are the family of substances containing carbon,**
15 **fluorine and chlorine.**

16
17 **B. Food Vendor means any restaurant, retail food vendor, or nonprofit**
18 **food provider.**

19
20 **C. Nonprofit Food Provider means a recognized tax exempt organization**
21 **which provides food as a part of its services.**

22
23 **D. Person means any natural person, firm, corporation, partnership, or**
24 **other organization or group however organized.**

25
26 **E. Restaurant means any establishment located within the City of Lincoln**
27 **City selling prepared food to be eaten by customers. Restaurant includes**
28 **Mobile Food Units and Street Vendors.**

29
30 **F. Retail Food Vendor, Vendor means any store, shop, sales outlet or other**
31 **establishment, including a grocery store or a delicatessen, located within the**
32 **City of Lincoln City, which sells prepared food. Retail Food Vendor includes**
33 **Mobile Food Units and Street Vendors.**

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35 **8.11.030 Polystyrene Foam Products used for Prepared Food Packaging are**
36 **banned.**

37
38 **A. No restaurant, retail food vendor or nonprofit food provider or other**
39 **person shall serve prepared food, sell, give away, deliver or provide in**
40 **anyway, prepared food in any polystyrene foam products, nor sell, give**

1 away, deliver or provide in anyway, polystyrene foam products intended for
 2 use as disposable food containers, when such polystyrene foam containers
 3 are manufactured with chlorofluorocarbons (CFCs) which do not reduce the
 4 potential for ozone depletion by more than ninety-five percent (95%),
 5 compared to the ozone depletion potential of CFC-12
 6 (dychlorodifluorothane). Compounds banned include: CFC-11, CFC-12, CFC-
 7 113, CFC-114, CFC-115, Halon-1211, Halon-1301 and Halon-2402.

8
 9 B. Food Vendors may be required to furnish a written statement from the
 10 manufacturer or supplier of polystyrene foam products used by that Food
 11 Vendor, indicating that the chemical compounds used in the manufacture of
 12 the vendor's polystyrene foam products do not violate the provisions of this
 13 ordinance.

14
 15 **8.11.040 Enforcement.**

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 17 Violations of this ordinance shall be deemed a Class C violation and shall be
 18 subject to citation and punishable as set forth in Section 1.16 of the Lincoln City
 19 Municipal Code.

20
 21 **8.11.060 Exemptions.**

22
 23 The prohibitions of this ordinance do not apply to raw food products, including
 24 packaged raw meat, (e.g. beef, poultry, seafood or pork) and other raw food
 25 products that have not been prepared (cooked) by a Food Vendor.

26
 27 **SECTION 2. Findings Adopted.**

28
 29 The findings contained in the Whereas Clauses of this Ordinance, as well as the competent
 30 substantial evidence in the whole record of this legislative proceeding are incorporated into this
 31 section by reference as if fully set forth herein, and are adopted in support of this legislative
 32 action.

33
 34 **SECTION 3. Severability.**

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

39
 40 **SECTION 4. Ordinance Effective Date.**

41

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

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4 **SECTION 5. Codification.**

5

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

11

12 The foregoing ordinance was distinctly read by title only in accordance with Chapter IX, Section
13 9.2 of the City of Lincoln City Charter on the 23rd day of March, 2020 (First Reading) and on the
14 23rd day of March, 2020 (Second Reading).

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16 PASSED AND ADOPTED by the City Council of the City of Lincoln City this 23rd day of March,
17 2020.

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DICK ANDERSON, MAYOR

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ATTEST:

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CATHY STEERE, CITY RECORDER

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APPROVED AS TO FORM:

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RICHARD APPICELLO, CITY ATTORNEY

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Council Communication

Ordinance 2020-08 Feather Banners

Meeting Date:	March 23, 2020	Primary Staff Contact:	Richard Appicello
Department:	City Attorney	E-Mail:	RAppicello@lincolncity.org
Secondary Dept:	Planning Department	Secondary Contacts:	AnneMarie Skinner
Approval:	Ronald F Chandler	Estimated Time:	10 minutes

Question(s):

Should the City Council conduct and approve First and Second Reading and adopt Ordinance 2020-08 entitled:

ORDINANCE NO. 2020-08

AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE), CHAPTER 9.34 (SIGNAGE), SECTION 9.34.020 (TEMPORARY SIGNAGE EXEMPT FROM LAND USE PERMITTING), PARAGRAPH F, TO AFFIRM, EXTEND AND REINSTATE THE ALLOWANCE FOR FEATHER BANNERS FOR AN ADDITIONAL SIX MONTHS

Staff Recommendation:

Staff recommends Council conduct First Reading of Ordinance 2020-08 and, *if unanimous*, Conduct and approve Second Reading and adopt the Ordinance. Any changes must be read.

Authority:

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

Background:

Except for an emergency, the effective date of an ordinance is 30 days after its second reading and adoption. The mere amendment of the sunset clause to grant an extension will not be possible; accordingly, the ordinance proposed "affirms, extends and reinstates" the allowance for feather banners for an additional six months (while staff works on the sign code).

Council Options:

1. Conduct and approve First Reading. Read changes, if any. Conduct and Approve Second Reading and Adopt the Ordinance.
2. Conduct and approve First Reading. Read changes, if any. Continue Second Reading to April 13, 2020 [or]
3. Continue First Reading to April 13, 2020.
4. If Council wishes to adopt this as an emergency, I will have to read a standard emergency clause as this ordinance does not contemplate an emergency enactment.

Potential Motions:

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

ORDINANCE NO. 2020-08

AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE), CHAPTER 9.34 (SIGNAGE), SECTION 9.34.020 (TEMPORARY SIGNAGE EXEMPT FROM LAND USE PERMITTING), PARAGRAPH F, TO AFFIRM, EXTEND AND REINSTATE THE ALLOWANCE FOR FEATHER BANNERS FOR AN ADDITIONAL SIX MONTHS

1. Motion to approve First Reading of Ordinance 2020-08.

If unanimous: City Attorney conducts Second Reading

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

Council:

1. Motion to approve Second Reading and adopt Ordinance 2020-08.

[or]

2. Motion to set Second Reading for April 13, 2020.

Attachments:

Ordinance 2020-08 Feather Banners (DOCX)

ORDINANCE NO. 2020-08

AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE), CHAPTER 9.34 (SIGNAGE), SECTION 9.34.020 (TEMPORARY SIGNAGE EXEMPT FROM LAND USE PERMITTING), PARAGRAPH F, TO AFFIRM, EXTEND AND REINSTATE THE ALLOWANCE FOR FEATHER BANNERS FOR AN ADDITIONAL SIX MONTHS

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

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

2.1 Powers of the City

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

2.2 Construction of Charter

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

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

WHEREAS, on September 9, 2019 the City Council directed staff to prepare an ordinance for consideration to extend the sunset clause for feather banners in Chapter 9.34 and Chapter 17.72; extending the sunset clause to April 8, 2020; and

WHEREAS, barring an emergency ordinance, any ordinance adopted will not be effective before the sunset of the applicable regulation, accordingly this ordinance affirms, extends and reinstates the allowance for feather banners for an additional six months to October 8, 2020; and

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THE CITY OF LINCOLN CITY ORDAINS AS FOLLOWS:

SECTION 1. Lincoln City Municipal Code, Title 9 (*Public Peace, Morals and Welfare*), Chapter 9.34 (*Signage*), Section 9.34.020 (*Temporary Signage Exempt from Land Use Permitting*), Paragraph F. is hereby amended to revise the sunset date for allowance of feather banners as follows:

F. A property owner may place up to three temporary flags, and two windsocks, attached to a pole or structure, on the owner’s property at any time. If such temporary sign becomes dilapidated, it must be removed or replaced. There is no restriction on the content of such signs. However, such signs shall also conform to all general standards, conditions and limitations of this chapter. A property owner in a commercial zone may substitute two feather banners not to exceed 16 square feet for two temporary flags. The allowance in this subsection to substitute two feather banners for two flags **is affirmed, extended and reinstated and** shall sunset on **October 8, 2020 April 8, 2020.**

SECTION 2. Findings Adopted.

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

SECTION 3. Severability.

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

SECTION 4. Savings.

Notwithstanding the amendment to this Title, the existing Title remains valid and in full force and effect for purposes of all criminal, civil or administrative code enforcement cases or land use actions or applications filed or commenced during the time said ordinances were operative. Nothing in this ordinance affects the validity of prosecutions commenced and continued under the laws in effect at the time the matters were originally filed.

SECTION 5. Ordinance Effective Date.

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

1 **SECTION 6. Codification.**

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

8
9 The foregoing ordinance was distinctly read by title only in accordance with Chapter IX, Section
10 9.2 of the City of Lincoln City Charter on the 23rd day of March, 2020 (First Reading) and on the
11 23rd day of March, 2020 (Second Reading).

12
13 PASSED AND ADOPTED by the City Council of the City of Lincoln City this 23rd day of March,
14 2020.

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19 _____
20 DICK ANDERSON, MAYOR

21 ATTEST:

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24 _____
25 CATHY STEERE, CITY RECORDER

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28 APPROVED AS TO FORM:

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31 _____
32 RICHARD APPICELLO, CITY ATTORNEY
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Council Communication

Resolution 2020-07 [Mandatory Composting]

Meeting Date:	March 23, 2020	Primary Staff Contact:	Richard Appicello
Department:	City Attorney	E-Mail:	RAppicello@lincolncity.org
Secondary Dept:		Secondary Contacts:	Ronald Chandler
Approval:	Ronald F Chandler	Estimated Time:	10 Minutes

Question:

Should the City Council approve Resolution 2020-07 authorizing a residential composting program to begin in March 2021 and establishing rates?

Staff Recommendation:

Staff recommends the Council approve Resolution 2020-07.

Authority:

Ordinance 2006-11 (North Lincoln Sanitary Service Franchise Agreement)

Background:

On March 16, 2020 the City Council discussed in a work session format the proposal of the North Lincoln Sanitary Service to establish a composting program in Lincoln City. Action on the request to add composting is scheduled for the regular meeting on March 23, 2020.

Council Options:

The City Council may:

Approve the Composting Resolution [or]

Do not approve the Composting Resolution.

Financial Impact

Monthly residential rate increase [\$6.85 month] to begin in March 2021.

Potential Motions:

I move to approve Resolution 2020-07.

Attachments:

Composting Resolution Revised 1128pm (DOCX)

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RESOLUTION NO. 2020-07

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A RESOLUTION OF THE CITY OF LINCOLN CITY AUTHORIZING THE ESTABLISHMENT OF A MANDATORY RESIDENTIAL COMPOSTABLES COLLECTION PROGRAM AND ADOPTING RATES

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WHEREAS, in Ordinance No. 2006-11, the City of Lincoln City granted a solid waste franchise to Dunn-LeBlanc, Inc. DBA North Lincoln Sanitary Service (NLS).

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WHEREAS, the City of Lincoln City has authorized a franchise agreement with North Lincoln Sanitary Service pursuant to Lincoln City Municipal Code Chapter 8.16 and Ordinance 2006-11, to carry out the purpose and policies of that chapter; and

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WHEREAS, the franchise agreement provides that North Lincoln Sanitary Service shall provide for the disposal of solid waste; provide the opportunity for recycling; and provide new additional services when proposed by the City of Lincoln City or North Lincoln Sanitary Service; and

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WHEREAS, the city has engaged in discussions with North Lincoln Sanitary Service concerning the provision of a new service to meet the goals of Chapter 8.16 of the Lincoln City Municipal Code to reduce the amount of solid waste generated and to recover resource materials where possible; and

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WHEREAS, following a work session discussion on March 16, 2020, the City of Lincoln City on March 23, 2020 requested and obtained public comment pursuant to ORS 294.160 on the proposed residential compostables collection program and the proposed rate for such program; and

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WHEREAS, a rate increase of \$6.85 per month per residential customer would be necessary to fund this composting collection service; said rate increase will be delayed until March 2021; and

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WHEREAS, the City Council finds there is a public benefit in encouraging composting and reducing solid waste, and the establishment of such a program as proposed furthers the public interest.

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

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Section 1. Recitals. The recitals set forth in the Whereas clauses above are true and correct and incorporated herein by this reference.

1 **Section 2. Mandatory Composting Program Authorized.** The City Council authorizes
2 the additional mandatory service of residential compostables collection in accordance with
3 Section 9 of the franchise agreement [Ordinance 2006-11] between the City of Lincoln City
4 and North Lincoln Sanitary Service.

5
6 **Section 3. Rates effective March 2021.** The requested rates increase for mandatory
7 residential compostable collection service upon initiation of the program in March
8 2021 will be increased by \$6.85 at the time that mandatory compostable collection
9 service is initiated as part of those services.

10
11 **Section 4. Ordinance Amendment.** The City Attorney is directed to process an
12 amendment to Chapter 8.16 to expressly include mandatory composting within the
13 accepted exemptions from mandatory garbage collection.

14
15 **Section 5. Effective Date.** The Resolution shall take effect upon approval,
16 however rates shall not be imposed until initiation of the compostable
17 collection service in March 2021.

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19 PASSED AND ADOPTED by the Lincoln City City Council on March 23, 2020.

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23 _____
24 Dick Anderson, Mayor

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27 ATTEST:

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30 _____
31 Cathy Steere, City Recorder

Council Communication

Resolution 2020-05 Resolution Mobile Food Unit Fees

Meeting Date:	March 23, 2020	Primary Staff Contact:	Richard Appicello
Department:	City Attorney	E-Mail:	RAppicello@lincolncity.org
Secondary Dept:	Public Works	Secondary Contacts:	AnneMarie Skinner
Approval:	Ronald F Chandler	Estimated Time:	5 minutes

Question:

Should the City Council approve Resolution 2020-05 approving land use and license application fees for mobile food units together with a flat rate concession charge (for Parks Department uses)?

Staff Recommendation:

After providing for the opportunity for public comment, staff recommends the adoption of Resolution 2020-05.

Authority:

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.

Background:

Council enacted Ordinance 2020-05 (mobile food units land use) and Ordinance 2020-06 (mobile food unit license) on February 10, 2020. Planning staff has requested to establish a land use application fee of \$150.00 under LCMC 17.80.170.D. Finance staff has requested a license application fee of \$100.00 under LCMC 5.30.020. Concession daily and monthly flat rates in Parks for mobile food units shall be the same as for Street Vendors

The attached proposed fee schedule only includes fees that will change.

Council Options:

1. Motion to approve Resolution 2020-05.
2. Do not approve Resolution 2020-05.

Financial Impact

Revenue for land use and licensure of mobile food units should increase in the next fiscal year. Parks concessions will also be expected to increase if mobile food units are approved in suitable park locations. Please note- the required concession fee or percentage charged to not-for profit entities operating regular parks concessions are donated back to the entities, subject to filing of an annual report and proof of non-profit status. (See 12.16.045)

Attachments:

Resolution 2020-05 (DOCX)

Res. 2020-05 Ext. A (DOCX)

RESOLUTION NO. 2020-05

**A RESOLUTION OF THE CITY OF LINCOLN CITY,
ADOPTING APPLICATION FEES AND CHARGES FOR MOBILE FOOD
UNITS (LICENSE AND LAND USE) AND ESTABLISHING PARKS CONCESSION
FEES AND CHARGES**

WHEREAS, the City of Lincoln City has established fees and charges for land use applications and license applications; and

WHEREAS, the City of Lincoln City has established concession rates (10%) and daily and monthly flat concession rates for commercial activity in City; and

WHEREAS, the City has recently adopted ordinances adding land use and license applications for Mobile Food Units with application fees to be established by Resolution; and

WHEREAS, Ordinance 2020-05 authorizes Mobile Food Units in Park Zones, subject to payment of the standard Parks concession (10%) or applicable daily or monthly rate; 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 March 23, 2020, the City Council provided an opportunity for public comment on the proposed new application fees and concession charges or increases proposed by Resolution; and

WHEREAS, Council desires to establish new fees and charges and 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 application fee for mobile food units (land use) shall be \$150.00. The application fee for mobile food units (license) shall be \$100.00. The percentage for concessions shall be 10 percent as detailed in the Parks Chapter (LCMC 12.16) or the daily and monthly rate which is the same as for Street Vendors. Use of the flat rate or percentage in City Parks concessions remains at

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the discretion of the Parks Director.

Section 3. The attached Exhibit A schedule of fees and charges are hereby adopted as the current fees and charges for the listed applications and concessions, and are incorporated herein by this reference.

Section 4. The above referenced fees and charges will be incorporated into the omnibus fee resolution to be adopted later this year.

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

PASSED AND APPROVED by the City Council of the City of Lincoln City, Oregon, this 23rd day of March, 2020.

DICK ANDERSON, MAYOR

ATTEST:

CATHY STEERE, CITY RECORDER

RESOLUTION 2020-05 FEE ATTACHMENT – EXHIBIT A

Name of City of Lincoln City Fee	Amount
Mobile Food Land Use Application Fee	\$150.00
Mobile Food License Fee	\$100.00
Parks Concession Fee – daily (shall be same as street vendors)	\$
Parks Concession Fee – monthly (shall be same as street vendors)	\$

Council Communication

INTERGOVERNMENTAL AGREEMENT FOR MID-COAST WATER CONSERVATION CONSORTIUM

Meeting Date: March 23, 2020 Primary Staff Contact: Richard Appicello
 Department: City Attorney E-Mail: RAppicello@lincolncity.org
 Secondary Dept: Visitor and Convention Bureau Secondary Contacts: Lila Bradley
 Approval: Ronald F Chandler Estimated Time: 10 mins.

Question:

Should City Council approve the attached Intergovernmental Agreement (IGA)?

Summary of IGA terms:

Unlike the draft previously proposed to staff, this Intergovernmental Agreement does not propose the formation of an Intergovernmental Entity. This Agreement only proposes that Participants will cooperate toward a program of water conservation and curtailment in the County.

Authority:

Intergovernmental Agreements are authorized pursuant to ORS 190.003 through ORS 190.265.

Background:

A prior agreement proposing the formation of an Intergovernmental Entity was met with less than an enthusiastic response. The revised Agreement only pledges to cooperate in efforts to fund and implement water conservation and curtailment by local government participants.

Fiscal Impacts:

Some fair share contribution to be determined in the local budget process.

Staff Recommendation:

Staff Recommends approval of the Intergovernmental Agreement.

Council Options:

1. Approve the IGA.
2. Postpone discussion to a date certain.
3. Do not approve the IGA.

Potential Motions:

Council:

1. Motion to approve Intergovernmental Agreement and authorize the City manager and City Attorney to make minor changes if requested by other participants.

Attachments:

Final Draft 3-16-20 420 (DOCX)

INTERGOVERNMENTAL AGREEMENT
FOR
MID-COAST WATER CONSERVATION CONSORTIUM

This Intergovernmental Agreement is entered into by and among the undersigned governmental entities, including but not limited to the City of Lincoln City, the City of Newport, the City of Waldport, the City of Yachats, and the Seal Rock Water District, hereinafter called "Participants," to cooperate and coordinate efforts in the planning, conservation, curtailment and provision of water service by water providers located in the Oregon Mid-Coast region.

RECITALS

- A.** ORS 190.010 permits units of local government to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has authority to perform; and
- B.** The Participants recognize that Mid-Coast water supplies are precious and limited and are vulnerable to drought, tsunamis, natural disasters, growing demands, and infrastructure failures; and
- C.** The Participants desire to enter into an inter-governmental agreement in order to effectively coordinate the implementation of water conservation and water curtailment activities; and
- D.** The Participants of this Agreement recognize that their respective organizations and customers can benefit from cooperative and coordinated water conservation outreach; and
- E.** The Participants recognize that collaboration and cooperation improves the Participants abilities to address current and future water supply challenges, and thereby, enhances water supply resiliency;
- F.** The participants understand and agree that an intergovernmental entity will not be created by this Agreement; however, the Participants (collectively "Consortium" or "group") shall periodically meet in good faith to accomplish the desired coordination and cooperation as expressed in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, the Participants agree as follows:

- 1. RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. DURATION/ TERM.** [ORS 190.020(1)(e)]. The term of this Agreement shall commence on July 1, 2020 for all Participants executing the agreement and shall expire on June 30, 2025, unless administratively extended in writing as provided for herein. A participant may, prior to the expiration of this initial term, administratively extend its participation in this Agreement twice, by five years each extension, by indicating in writing to the other Participants that an extension of the Agreement is sought under the same terms and conditions of this Agreement. The extension shall be effective for all Participants who request of acknowledge the request for administrative

extension. If the same terms are not agreed to, the matter shall be referred to the respective governing bodies for formal Amendment to the Agreement.

3. REAL OR PERSONAL PROPERTY. [ORS 190.020(1)(d)]. No real or personal property is being allocated between the Participants. Participants agree to rotate hosting responsibilities between the respective jurisdictions.

4. FUNCTIONS OR ACTIVITIES. [ORS 190.020(1)].

- A. The Participants agree the purpose of this Agreement is to:
- To coordinate and to augment water conservation outreach in the Mid-Coast region;
 - To coordinate water curtailment planning, outreach, and implementation;
 - To fund and/or support water curtailment planning and implementation, including public outreach activities;
 - To provide a forum for the discussion of water conservation and water curtailment;
- B. Unless specifically provided for herein, by entering into this Agreement, no Participant has assigned or granted to any other Participant its water rights or the power to plan, construct, and operate its water system or perform any other obligation or duty assigned to it under law.
- C. Prior to and during the respective budgeting processes of the Participants, The Participants will work to establish an annual work plan for purposes of this Agreement and a budget to fund such work plan;
- D. The Participants will work to establish an equitable annual fiscal year financial contribution for each Participant to fund the group's water curtailment planning and implementation activities. Participants agree to request such funding through their respective budgeting processes;
- E. The Participants agree that voluntary contributions from Participants in amounts higher than the agreed upon contribution may be made by any Participant, including earmarking contributions for specific purposes, such as studies or other activities; and
- F. The Participants agree to jointly or individually apply for and receive grants and accept other funds from any person or entity to carry on the group's activities;
- G. The Participants agree to share responsibility for record keeping and accounting for funds; one Participant may agree to take the lead and utilize existing accounts, processes and safeguards to hold such funds to be used for Consortium purposes;
- H. The Participants agree to comply with all applicable public contracting procedures; one Participant may agree to take the lead and utilize existing contracting codes and

processes to process contracts to obtain goods and services and to enter into arrangements whereby Participants may jointly or individually contract for Consortium purposes;

- I. The participants agree to accept additional governmental Participants upon payment (pro-rated) payment of the fiscal year financial contribution subsequent to the effective date of this Agreement;

5. PAYMENT. [ORS 190.020(1)(a)]. Subject to compliance with local budget laws, the Participants shall plan for and fund the functions and activities jointly agreed to by the Participants. Nothing in this agreement requires a Participant to fund or reimburse other Participants for their costs.

6. REVENUE. [ORS 190.020(1)(b)]. The Participants do not anticipate any change in revenues derived pursuant to this agreement. That is, all revenues are received by the Participants, shall remain the property of the respective Participants.

7. PERSONNEL. [ORS 190.020(1)(c)]. The Participants may assign staff to work on Consortium projects, either as part of the Participant's (in kind) annual budget contribution or, if agreed to, on a reimbursement basis from the other Participants. However, no employees will be transferred pursuant to this agreement. The Participants agree that temporary staff or contract workers may be hired by Participants to work on Consortium projects, if approved as part of the work plan and budget. No employees will be transferred pursuant to this agreement. Participants are subject employers under ORS Chapter 656, and shall procure and maintain current valid workers compensation insurance coverage for all subject workers throughout the period of this agreement. This agreement does not change the status of any employee, contractor, or officer of the respective Participants.

8. TERMINATION. [ORS 190.020(1)(f)]. This agreement may be terminated by mutual consent by the Participants at any time, or by any Participant, for any reason, upon sending notice of withdrawal in writing to the other Participants. Such termination shall be without prejudice to any obligations or liabilities of other Participants accrued prior to such termination.

9. INSURANCE.

The Participants shall inform their respective insurance providers of the terms of this Intergovernmental Agreement and shall maintain such insurance as is recommended by their respective providers.

10. INDEMNITY /HOLD HARMLESS.

10.1 To the extent permitted the Oregon Constitution and the Oregon Tort Claims Act, the Participants shall hold harmless, defend and indemnify the Other Participants from any and all claims, demands, damages or injuries, liability of damage, including personal injury resulting in death or damage to property, that anyone may have or assert by reason of any error, act or omission of Participants for claims arising out of or in any way associated with Consortium activities authorized under this Agreement. Provided, however, the Participants shall not be held responsible for any claims, actions, costs, judgments or other damages, directly and proximately caused by the criminal or wanton acts of the other Participant's employees or the negligence of such employees. Such indemnification shall also cover claims brought against any Participant under state or federal employees' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

10.2 A Participant nor any attorney engaged by a participant may defend a claim in the name of another participant, nor purport to act as legal representative of the other Participant without consent of the other Participant's attorney. Participants may not settle any claim on behalf of another Participant without the approval of the other Participant. The Participants may, at their election and expense, assume their own defense and settlement in the event the Participant determines the other is not adequately defending the other's interests, or that an important governmental principle is at issue and the respective Participant desires to assume its own defense.

11. CONTRIBUTION.

11.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Participant (the "Notified Participant") with respect to which the another Participant (the "Other") may have liability, the Notified Participant shall promptly notify the Other in writing of the Third Party Claim and deliver to the Other, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Participant. Each Participant is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other of the notice and copies required in this Section and a meaningful opportunity for the Other to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other's contribution obligation under this Section with respect to the Third Party Claim.

11.2 With respect to a Third Party Claim for which Participant is jointly liable with Other Participants (or would be if joined in the Third Party Claim), Participants shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Participant in such proportion as is appropriate to reflect the relative fault of Participant on the one hand, and of Other Participants City on the other hand, in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Participant on the one hand, and of Other Participants on the other hand, shall be determined by reference to, among other things, the Participants' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Participant had sole liability in the proceeding.

12. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS. Notices and requests required by and given in connection with this agreement and all other communications related to this agreement shall be in writing or email and deemed given as of the day they are received by (a)personal delivery, (b) electronic, (c)overnight delivery service, (d) United States mail, certified and return receipt requested, and addressed as follows:

City of Lincoln City
 Attn: City Manager
 P.O. Box 50
 Lincoln City, OR 97367

City of Newport
 Attn: City Manager
 169 SW Coast Highway
 Newport, OR 97365

City of Waldport
 Attn: City Manager
 P.O. Box 1120
 Waldport, OR 97394

City of Yachats
 Attn: City Manager
 P.O. Box 345
 Yachats, OR 97498

Seal Rock Water District
 Attn: General Manager
 1037 Grebe Street
 Seal Rock, OR 97376

Changes may be made to the names and addresses of the person to whom notices, bills, and payments are to be given by providing notice pursuant to this paragraph.

13. SEVERABILITY. In the event that any part of this IGA is found to be illegal, or in violation of public policy, or for any other reason unenforceable, such finding shall in no event invalidate or render unenforceable the other parts of this agreement.

14. MERGER. This writing is intended both as the final expression of the agreement between the Participants with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless it is made in writing and signed by those Participants agreeing to said modification. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement.

15. RECORDS.

The Participants shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Participants shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document performance by the Participants. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." The Participants acknowledge and agree that the other Participant's duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. The Participants shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, the Participants shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

16. NONAPPROPRIATION.

The obligation of the Participants to perform its duties under this Agreement is conditioned upon Participants receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow the Participants, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as altering or

permitting any violation of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of the Participants.

17. SUCCESSORS; ASSIGNMENT.

The Participants may not assign or transfer any interest in this Agreement without the prior written consent of the other Participants and any attempt by a Participant to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Consent to assignment or transfer of its interest in this Agreement will not relieve the Participant of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Participants hereto, and their respective successors and permitted assigns.

18. AMENDMENTS.

The Participants may amend this Agreement only by written amendment approved by the Participants.

19. ATTORNEY FEES.

If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonably as attorney fees at trial and on appeal.

20. NON-WAIVER.

No waiver of or neglect to enforce a Participant's rights on breach of any provision of this Agreement shall be deemed a waiver of the Participant's rights on any subsequent breach of the same or of any other provision of this Agreement.

21. MERGER, WAIVER.

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Participants on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds a Participant unless in writing and signed by both Participants. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTICIPANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

22. GOVERNING LAW, CONSENT TO JURISDICTION.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Participants that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Lincoln County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by a participant of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. PARTICIPANT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

23. INTENDED BENEFICIARIES.

Participants are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

24. FORCE MAJEURE.

No Participant is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Participant's reasonable control. Each Participant shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

25. COUNTERPARTS.

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Participants are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

26. COMPLIANCE WITH LAW.

In connection with their activities under this Agreement, the Participants shall comply with all applicable federal, state and local law.

27. SEVERABILITY.

The Participants agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Participants will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

28. MERGER.

This writing is intended both as the final expression of the agreement between the Participants with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless it is made in writing and signed by those Participants agreeing to said modification. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement.

WITNESS WHEREOF, the Participants have executed this Agreement as of the dates set forth below.

City of Lincoln City, Oregon

By: _____
City Manager

Approved as to Form:

City Attorney

City of Newport, Oregon

By: _____
City Manager

Approved as to Form:

City Attorney

City of Waldport, Oregon

By: _____
City Manager

Approved as to Form:

City Attorney

City of Yachats, Oregon

By: _____
City Manager

Approved as to Form:

City Attorney

Seal Rock Water District, Oregon

By: _____
General Manager

Approved as to Form:

Attorney

Council Communication

Economic Development: Roads End/Villages at Cascade Head Urban Renewal Area Draft Plan

Meeting Date:	March 23, 2020	Primary Staff Contact:	Alison Robertson
Department:	City Council	E-Mail:	alisonr@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	30 min

Objective:

The objectives of this meeting are to:

- 1) determine boundary, timeline, and list of projects to be pursued in Roads End/Villages at Cascade Head Urban Renewal Area Draft Plan
- 2) determine direction for proceeding with Urban Renewal Area Plan Draft

Past Actions:

- July 24, 2017, the City Council and Urban Renewal Agency held a joint work session to broadly hear from staff and discuss Economic Development topics. At that meeting the Council requested to have staff bring back more in depth information on the process and timeline to create a new Urban Renewal District, or Area as it is sometimes referred to.
- September 11, 2017, after further discussion Council requested to hear about possible new Urban Renewal Districts (Areas).
- March 26, 2018, possible new Areas were presented to Council and a mobile meeting or tour of the possible new Areas was requested.
- August 14, 2018, the Council held a Special Meeting for a mobile tour and directed staff to proceed with two feasibility studies for possible new Areas.
- December 26, 2018, staff received official approval to remove tax exempt properties from the existing Area to free up acreage in the case a new Area is formed.
- March 25, 2019, Council reviewed two Feasibility Studies and requested staff to return with additional information.
- April 25, 2019, Council approved the creation of a plan for review of the Roads End/Villages Urban Renewal Area Plan A and B and directed staff to begin preparation and planning for Urban Growth swap and annexation for the new Urban Renewal Area in Nelscott B.
- February 24, 2020, Council a summary of input (Attached) collected through 3 Advisory Committee meetings, 2 public forums, and an online survey.

Next Steps:

- The project advisory committee has recommended moving forward with Boundary A, the proposed project list, and the 25-year timeline for the Draft Plan.
- Based on updated financial information, staff would like a discussion on projects to be pursued in the Draft Plan
- Staff would like direction on how to proceed with the Urban Renewal Area Draft Plan

Roads End/Villages at Cascade Head Urban Renewal Plan Adoption Timeline

- April 28 – Advisory Committee Meeting #4 to review Draft Plan
- June 15 – Urban Renewal Agency Special Meeting to read and review Draft Plan
- July 7 – Planning Commission to read and review Draft Plan
- July 8 – Lincoln County Briefing
- July 27 – City Council meeting to read and review Draft Plan and vote on adoption

Potential Motions by Council:





- 1) Approve Boundary A to be used in draft Urban Renewal Area Plan
- 2) Approve 25-year timeframe for draft Urban Renewal Area Plan
- 3) Approve list of projects and estimated costs to be included in draft Urban Renewal Area Plan

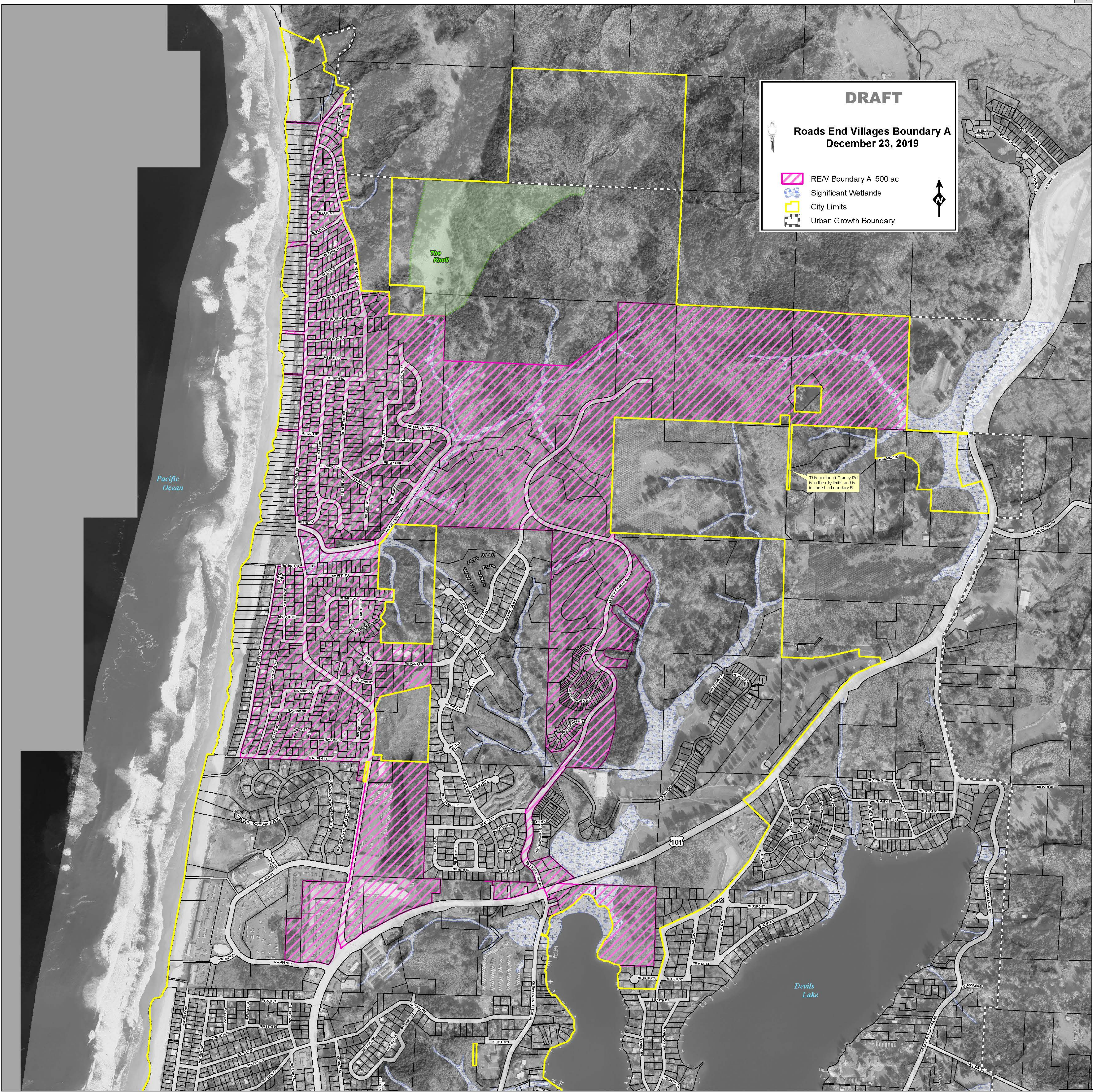
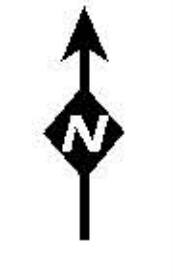
Attachments:

DRAFT REV-A Boundary 36x36 20191231 (PDF)
 2020_0213_Input Summary (PDF)
 2020_0219_ProjectList (PDF)
 2020_0210_Taxing Districts impacts memo (PDF)

DRAFT

Roads End Villages Boundary A December 23, 2019

-  RE/V Boundary A 500 ac
-  Significant Wetlands
-  City Limits
-  Urban Growth Boundary



Input Summary as of: February 13, 2020

Roads End/Villages at Cascade Head Urban Renewal Plan Input on Projects to be Pursued in the Plan

City staff, project Advisory Committee Members, and community members were asked to rank projects they felt should be considered high priority to be pursued should the Roads End/Villages at Cascade Head Urban Renewal Area Plan be adopted by City Council.

There were ~58 people that attended the Public Forum on January 7, 2020. An online survey was made available to interested community members and stakeholders that were unable to attend the Public Forum. The online survey collected responses from 24 unique individuals.

For Public Forum and Online Survey responses, participants were asked to identify the project they felt was the highest priority to be completed in the area. They were then asked to identify five additional projects that were high priority for the area. An overall priority score was identified for each project by multiplying the number of responses for the highest priority by three, plus the number of responses for additional high priority projects. Following the second Advisory Committee meeting, Advisory Committee members and City staff were asked to identify their top 10 priority projects to be completed in the area.

Projects by Priority

Projects identified as high priority by City staff, AC members, and community members (through public forum and online survey) were:

- Street Improvements
- Improved Beach Access
- Connector Road (to Hwy 101)
- Economic Development
- Improved Trail Heads Access and Parking
- Logan Creek Restoration
- Villages Community Park

Other projects identified as high priority:

- Logan Rd/NE Port Lane Safety Improvement
- Long Range Water Security
- Public Utility Improvements
- Public Water Improvements
- Storm Drain Plan and Improvements

High priority for City staff and AC; not high priority for community members

- Head to Bay Trail
- Improved Public Parking
- Miscellaneous Sanitary Sewer and Water Systems
- Planning and Community Involvement – This project was not included at the Public Forum
- Roads End State (Neighborhood) Park
- Sewer Pump Station

Input Summary as of: February 13, 2020

High priority for AC and community members; not high priority for City staff

- Emergency Preparedness, Resiliency, and Mitigation
- Undergrounding Existing Pole Mounted Utility Systems *this project had the highest ranked priority score from public forum and online survey responses
- Intersection Improvements

High priority for City staff; not high priority for AC or community members

- Community Way-Finding and Entry Monumentation Signage
- Improved Public Transportation

Projects not identified as high priority

- NE 47th Extension
- Traffic Signals
- The Villages Neighborhood Park A
- The Villages Neighborhood Park B

Additional Comments Received:

- Some of the projects listed are more broad concepts rather than specific projects; in particular Economic Development is quite vague.
- Priority should be placed on the value of preserving open spaces in the area, protecting wildlife and habitat that is likely to be impacted by growth, maintain the unique rural characteristic, and maintaining wildlife corridors and untouched trees.
- There is concern expressed from AC members and community members that Roads End residents will be the main source of funding of the projects, although few of the listed projects directly benefit Roads End. Completing The Villages projects will be important to bring the area into the tax base.
- There are many projects under Park and Open Space. There is a concern over where the dollars will come from to maintain these projects.
- Open-ended responses from the Public Forum call out partnership opportunities with CHSRA to complete Parks projects
- Increased traffic on trails is causing significant damage on trails and congestion in the area
- Many comments on the Street Improvements project specifically call out improvements to Logan Road due to the large number of pedestrians; suggested improvements include sidewalks, speed bumps, street lighting
- Housing (especially workforce housing) should be a priority for Economic Development to attract businesses looking for the workforce to sustain the business.
- Lack of lighting in Roads End is a safety concern for some
- Landscaping for the north entrance would improve the overall appeal for Lincoln City
- Questions about the selection process for projects to be included; how do you ensure that each neighborhood benefits from the UR Plan?



Roads End/Villages at Cascade Head Urban Renewal Area Plan - Projects
Updated 2.19.2020

ECONOMIC DEVELOPMENT

ECONOMIC DEVELOPMENT

Economic development opportunities for public private partnership within commercial and residential areas; could include Economic Development Toolbox, land acquisition, construction of visitor and educational facilities, work force housing, and child care facilities in support of City efforts

EMERGENCY PREPAREDNESS, RESILIENCY AND MITIGATION

EMERGENCY PREPAREDNESS, RESILIENCY, AND MITIGATION

Emergency preparedness, resiliency, and mitigation capital projects related to water resources, erosion protection, seismic retrofit, storm water drainage, caches, tsunami evacuation, etc.

PUBLIC TRANSPORTATION

IMPROVED PUBLIC TRANSPORTATION

Transit system for improved access of public recreation areas; incorporate North by Northwest Connector and other transit amenities; link into greater transit system and improve timing for connections; improved Park & Ride at the North end which could support multiple programs such as solar projects and EV charging stations

PARKS AND OPEN SPACE

IMPROVED TRAIL HEADS ACCESS AND PARKING

Improved access to trail heads and parking for recreation partner trails

IMPROVED BEACH ACCESS

Improving pathway, sidewalk and trail connections and facility access to neighborhood and community parks, ocean beaches and natural areas

THE VILLAGES NEIGHBORHOOD PARK A

Reserve three to five acres for one or two neighborhood parks in the Villages at Cascade Head to serve new residents as the area develops. The proposed community park in the Villages is a higher priority than development of the neighborhood parks

THE VILLAGES NEIGHBORHOOD PARK B

Reserve three to five acres for one or two neighborhood parks in the Villages at Cascade Head to serve new residents as the area develops. The proposed community park in the Villages is a higher priority than development of the neighborhood parks

VILLAGES COMMUNITY PARK

Provide a community park in the Villages at Cascade Head development area; including provide trailhead, parking, picnic shelters, trash cans, benches, restrooms, disc golf, or other adventure course trail development

Roads End/Villages at Cascade Head Urban Renewal Area Plan - Projects
Updated 2.19.2020

HEAD TO BAY TRAIL

Complete Head to Bay Trail to provide a multi-modal interconnected system from Villages at Cascade Head to the Siletz Bay that allows travel from one end of the city to the other without using Hwy 101; could include connections to Oregon Coast trail system and greater trail connections

COMMUNITY WAY-FINDING AND ENTRY MONUMENTATION SIGNAGE

Install wayfinding signage to assist pedestrians and bicyclist in choosing comfortable routes and to help visitors navigate through the city; may include acquiring property and constructing cohesive, branded signage for drivers and pedestrians

PUBLIC WORKS - TRANSPORTATION

IMPROVED PUBLIC PARKING

Improved public parking on and off-street; could include Sal-La-Sea second parking lot

CONNECTOR ROAD (TO HWY 101)

Improve road connection between Villages at Cascade Head and Roads End to Highway 101 (possibly along Clancy Road); may involve land acquisition for right-of-way

LOGAN RD/NE PORT LANE SAFETY IMPROVEMENT

Logan Rd/ NE Port Lane safety improvements, such as intersection realignment, roundabout, or all-way stop control

NE 47TH EXTENSION

Extend NE 47th St. to the intersection of NW 44th St and NW Logan Rd; improvement includes sidewalks

TRAFFIC SIGNALS

Modify Existing Traffic Signals and Install New Traffic Signals to improve pedestrian safety. Optimize the existing traffic signals at US 101/ NE West Devils Lake Road and US 101/NW Logan Road by implementing coordinated signal timing plans, upgrading traffic signal controllers, and installing communication

STREET IMPROVEMENTS

Local streets and Highway 101 improvements which may include curbs, gutters and sidewalks/pathways, sidewalk gaps, and install pedestrian amenities, and lighting; could be along Logan Rd., Devils Lake Blvd., Sal-la-Sea Drive, and other local streets; could also include partnership on Safe Routes to school projects

Roads End/Villages at Cascade Head Urban Renewal Area Plan - Projects
Updated 2.19.2020

PUBLIC WORKS - UTILITIES

STORM DRAIN PLAN AND IMPROVEMENTS

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

LOGAN CREEK RESTORATION

Logan Creek runs from the Villages, along Sal-La-Sea Drive to the Ocean at the State Recreation Site. The creek is culverted and constrained near the mount, but is otherwise a natural stream. A project to replace one culvert with a fish passage over the second culvert has been identified, it would improve water quality and fish and wildlife habitat.

PUBLIC UTILITY IMPROVEMENTS

Public Utility Improvements to include power, electric, gas, cable, etc. along Devils Lake Blvd and other locations within area

UNDERGROUNDING EXISTING POLE MOUNTED UTILITY SYSTEMS

Following more thorough engineering analysis of the public infrastructure than was possible in the preparation of this Plan, the Agency, after making a finding of need and with funds available to it, may fund such improvements; to improve view corridor and safety in tsunami evacuation zones and in severe weather events

LONG RANGE WATER SECURITY

Improved infrastructure to support long-range water security for Roads End / Villages at Cascade Head area; could also include water conservation measures and support of water conservation education efforts with the City

PUBLIC WATER IMPROVEMENTS

Infrastructure projects including upgrading water, sanitary sewer and storm lines that are approaching their expected lifespan or are lacking altogether

SEWER PUMP STATION

Upgrade sewer pump station for Roads End North (at 64th Street) and Neotsu

MISCELLANEOUS SANITARY SEWER AND WATER SYSTEMS

Following more thorough engineering analysis of the public infrastructure than was possible in the preparation of this Plan, the Agency, after making a finding of need and with funds available to it, may fund such improvements. Improve water line from 69th St. to Willams Court and sewerage to unsewered areas

Roads End/Villages at Cascade Head Urban Renewal Area Plan - Projects
Updated 2.19.2020

PLANNING AND COMMUNITY INVOLVEMENT

PLANNING AND COMMUNITY INVOLVEMENT

Planning level and community involvement programs which could involve a community-visioning process; to increase engagement in planning to support projects in the Urban Renewal Area

ADMINISTRATIVE

ADMINISTRATIVE COSTS

The Agency may obtain its administrative support staff from the City to support projects in the Urban Renewal Area





MEMO

TO: Alison Robertson, Economic Development & Urban Renewal Director

FROM: Elaine Howard, Nick Popenuk

RE: Taxing Districts Impacts - Updated

DATE: February 10, 2020

As we were updating the financial assumptions for the potential Roads End Villages Urban Renewal Area (Area), we updated the projections and timing for new development in the Area. The new development is now expected to start at a later date than the original projections. Given the updated development projections, the Area is expected to produce about \$96,120,000 in tax increment funds in a 25-year time frame, resulting in an estimated \$50,860,000 for projects in 2020 dollars. This reduction in tax increment funds also means a reduction in the impacts to the taxing districts.

The frozen base assessed value of the area, if adopted is projected to be \$248,091,196. The assumptions used are a growth rate of 3% plus assumptions for specific amounts of assessed value growth in the urban renewal area relating to new development. The boundary used for this analysis is shown in Figure 1.

Table 1 – Projections for Roads End

	Previous Forecast (out of date, 2019 assumptions on future development)	New Forecast (2/10/20 updated assumptions on future development)
Total Tax Increment Funds	\$ 114,250,000	\$ 96,120,000
Maximum Indebtedness	\$ 97,600,000	\$ 83,000,000
\$ For Projects (2020\$)	\$ 61,130,000	\$ 50,860,000
Years 1-5	\$ 9,680,000	\$ 5,790,000
Years 6-10	\$ 11,300,000	\$ 8,880,000
Years 11-15	\$ 12,580,000	\$ 11,670,000
Years 16-20	\$ 13,410,000	\$ 12,150,000
Years 21-25	\$ 14,170,000	\$ 12,380,000

Source: Tiberius Solutions LLC



The tables showing projected impacts to the taxing districts are shown in Tables 2 through 6. Table 2 shows the impacts to General Government taxing districts with the new forecast including updated assumptions for future development in the Area. Table 3 shows the previous iteration of the same table of impacts to General Government taxing districts, based on the outdated assumptions for future development. Tables 4 and 5 show these impacts for Education taxing districts, with Table 4 showing the current estimates based on updated development assumptions, and Table 5 showing the previous iteration based on the outdated assumptions. Table 6 shows a comparison of the former projections and the current projections which result in a reduction in the estimated impacts to the taxing districts.

It is important to note that the some of the new development being projected will occur as a result of the infrastructure investments from an urban renewal area. The impact on the public schools and education service districts is indirect, as they are funded through a state allocation called the State School Fund based on per pupil counts. Property taxes fund a portion of the State School Fund, but not all of it. The State School Fund is “backfilled” to meet the funding required for per pupil allocations.



Table 2 - Roads End/Villages – 25-year Plan, General Government (Updated Development Timing Assumptions)

FYE	Lincoln County General	Lincoln County Animal Services	Lincoln County Extension	Lincoln County Transport	City of Lincoln City	Lincoln Fire & Rescue #1	Water - Dev Lake In	North Lincoln Health	Water - Dev Lake Out	Subtotal Gen. Govt.
2022	\$ (40,185)	\$ (1,567)	\$ (643)	\$ (1,388)	\$ (58,415)	\$ (9,470)	\$ (213)	\$ (7,387)	\$ (85)	\$ (119,353)
2023	\$ (61,789)	\$ (2,410)	\$ (988)	\$ (2,134)	\$ (89,820)	\$ (14,561)	\$ (327)	\$ (11,358)	\$ (131)	\$ (183,518)
2024	\$ (95,252)	\$ (3,715)	\$ (1,523)	\$ (3,290)	\$ (138,463)	\$ (22,448)	\$ (506)	\$ (17,509)	\$ (202)	\$ (282,907)
2025	\$ (130,237)	\$ (5,080)	\$ (2,083)	\$ (4,498)	\$ (189,320)	\$ (30,693)	\$ (693)	\$ (23,940)	\$ (276)	\$ (386,819)
2026	\$ (166,633)	\$ (6,499)	\$ (2,665)	\$ (5,755)	\$ (242,227)	\$ (39,270)	\$ (888)	\$ (30,630)	\$ (354)	\$ (494,921)
2027	\$ (204,493)	\$ (7,976)	\$ (3,270)	\$ (7,062)	\$ (297,262)	\$ (48,193)	\$ (1,090)	\$ (37,589)	\$ (435)	\$ (607,370)
2028	\$ (267,265)	\$ (10,424)	\$ (4,274)	\$ (9,230)	\$ (388,512)	\$ (62,987)	\$ (1,428)	\$ (49,128)	\$ (569)	\$ (793,818)
2029	\$ (333,368)	\$ (13,003)	\$ (5,331)	\$ (11,513)	\$ (484,602)	\$ (78,566)	\$ (1,784)	\$ (61,279)	\$ (711)	\$ (990,157)
2030	\$ (402,593)	\$ (15,703)	\$ (6,438)	\$ (13,904)	\$ (585,231)	\$ (94,881)	\$ (2,156)	\$ (74,003)	\$ (859)	\$ (1,195,768)
2031	\$ (475,067)	\$ (18,530)	\$ (7,597)	\$ (16,407)	\$ (690,584)	\$ (111,962)	\$ (2,546)	\$ (87,325)	\$ (1,014)	\$ (1,411,033)
2032	\$ (550,924)	\$ (21,488)	\$ (8,810)	\$ (19,027)	\$ (800,854)	\$ (129,840)	\$ (2,955)	\$ (101,269)	\$ (1,177)	\$ (1,636,345)
2033	\$ (630,304)	\$ (24,585)	\$ (10,080)	\$ (21,769)	\$ (916,244)	\$ (148,548)	\$ (3,382)	\$ (115,860)	\$ (1,347)	\$ (1,872,118)
2034	\$ (708,339)	\$ (27,628)	\$ (11,328)	\$ (24,464)	\$ (1,029,681)	\$ (166,939)	\$ (3,802)	\$ (130,205)	\$ (1,514)	\$ (2,103,901)
2035	\$ (789,812)	\$ (30,806)	\$ (12,631)	\$ (27,277)	\$ (1,148,115)	\$ (186,141)	\$ (4,241)	\$ (145,181)	\$ (1,689)	\$ (2,345,893)
2036	\$ (874,933)	\$ (34,126)	\$ (13,992)	\$ (30,217)	\$ (1,271,851)	\$ (206,202)	\$ (4,699)	\$ (160,827)	\$ (1,871)	\$ (2,598,719)
2037	\$ (963,846)	\$ (37,594)	\$ (15,414)	\$ (33,288)	\$ (1,401,100)	\$ (227,157)	\$ (5,178)	\$ (177,171)	\$ (2,062)	\$ (2,862,809)
2038	\$ (1,056,703)	\$ (41,216)	\$ (16,899)	\$ (36,495)	\$ (1,536,083)	\$ (249,042)	\$ (5,678)	\$ (194,240)	\$ (2,261)	\$ (3,138,616)
2039	\$ (1,153,663)	\$ (44,998)	\$ (18,449)	\$ (39,844)	\$ (1,677,029)	\$ (271,894)	\$ (6,200)	\$ (212,063)	\$ (2,469)	\$ (3,426,608)
2040	\$ (1,254,886)	\$ (48,946)	\$ (20,068)	\$ (43,339)	\$ (1,824,173)	\$ (295,750)	\$ (6,745)	\$ (230,669)	\$ (2,686)	\$ (3,727,263)
2041	\$ (1,360,543)	\$ (53,067)	\$ (21,757)	\$ (46,988)	\$ (1,977,761)	\$ (320,651)	\$ (7,314)	\$ (250,091)	\$ (2,913)	\$ (4,041,085)
2042	\$ (1,470,806)	\$ (57,368)	\$ (23,521)	\$ (50,797)	\$ (2,138,045)	\$ (346,638)	\$ (7,908)	\$ (270,359)	\$ (3,149)	\$ (4,368,590)
2043	\$ (1,585,858)	\$ (61,855)	\$ (25,361)	\$ (54,770)	\$ (2,305,292)	\$ (373,754)	\$ (8,528)	\$ (291,507)	\$ (3,396)	\$ (4,710,320)
2044	\$ (1,705,886)	\$ (66,537)	\$ (27,280)	\$ (58,915)	\$ (2,479,772)	\$ (402,042)	\$ (9,175)	\$ (313,571)	\$ (3,654)	\$ (5,066,831)
2045	\$ (1,688,199)	\$ (65,847)	\$ (26,997)	\$ (58,305)	\$ (2,454,060)	\$ (397,874)	\$ (9,081)	\$ (310,319)	\$ (3,616)	\$ (5,014,297)
2046	\$ (1,720,087)	\$ (67,091)	\$ (27,507)	\$ (59,406)	\$ (2,500,415)	\$ (405,389)	\$ (9,253)	\$ (316,181)	\$ (3,685)	\$ (5,109,014)
Total	\$ (19,691,670)	\$ (768,060)	\$ (314,905)	\$ (680,083)	\$ (28,624,910)	\$ (4,640,893)	\$ (105,770)	\$ (3,619,659)	\$ (42,125)	\$ (58,488,074)

Source: Tiberius Solutions



Table 3 - Roads End/Villages – 25-year Plan, General Government (Outdated Development Timing Assumptions)

FYE	Lincoln County General Permanent	Lincoln County Animal Services Permanent	Lincoln County Extension Permanent	Lincoln County Transport Permanent	City of Lincoln City Permanent	Lincoln Fire & Rescue #1 Permanent	Water - Dev Lake In Permanent	North Lincoln Health Permanent	Water - Dev Lake Out Permanent	Subtotal Gen. Govt.
2022	\$ (92,305)	\$ (3,600)	\$ (1,476)	\$ (3,188)	\$ (134,179)	\$ (21,737)	\$ (499)	\$ (16,967)	\$ (197)	\$ (274,148)
2023	\$ (124,210)	\$ (4,845)	\$ (1,986)	\$ (4,290)	\$ (180,559)	\$ (29,250)	\$ (670)	\$ (22,832)	\$ (265)	\$ (368,907)
2024	\$ (156,343)	\$ (6,098)	\$ (2,500)	\$ (5,400)	\$ (227,269)	\$ (36,817)	\$ (842)	\$ (28,738)	\$ (333)	\$ (464,340)
2025	\$ (211,983)	\$ (8,268)	\$ (3,390)	\$ (7,321)	\$ (308,151)	\$ (49,919)	\$ (1,143)	\$ (38,966)	\$ (452)	\$ (629,594)
2026	\$ (270,553)	\$ (10,553)	\$ (4,327)	\$ (9,344)	\$ (393,291)	\$ (63,712)	\$ (1,460)	\$ (49,732)	\$ (578)	\$ (803,548)
2027	\$ (331,842)	\$ (12,943)	\$ (5,307)	\$ (11,461)	\$ (482,384)	\$ (78,145)	\$ (1,791)	\$ (60,998)	\$ (709)	\$ (985,579)
2028	\$ (395,961)	\$ (15,444)	\$ (6,332)	\$ (13,675)	\$ (575,591)	\$ (93,244)	\$ (2,138)	\$ (72,784)	\$ (846)	\$ (1,176,016)
2029	\$ (463,026)	\$ (18,060)	\$ (7,405)	\$ (15,991)	\$ (673,080)	\$ (109,037)	\$ (2,500)	\$ (85,112)	\$ (990)	\$ (1,375,200)
2030	\$ (533,153)	\$ (20,795)	\$ (8,526)	\$ (18,413)	\$ (775,021)	\$ (125,551)	\$ (2,880)	\$ (98,002)	\$ (1,140)	\$ (1,583,481)
2031	\$ (606,467)	\$ (23,655)	\$ (9,698)	\$ (20,945)	\$ (881,594)	\$ (142,816)	\$ (3,276)	\$ (111,479)	\$ (1,297)	\$ (1,801,228)
2032	\$ (683,096)	\$ (26,644)	\$ (10,924)	\$ (23,592)	\$ (992,987)	\$ (160,861)	\$ (3,691)	\$ (125,564)	\$ (1,461)	\$ (2,028,820)
2033	\$ (763,174)	\$ (29,767)	\$ (12,205)	\$ (26,357)	\$ (1,109,393)	\$ (179,719)	\$ (4,124)	\$ (140,284)	\$ (1,632)	\$ (2,266,656)
2034	\$ (846,840)	\$ (33,030)	\$ (13,542)	\$ (29,247)	\$ (1,231,014)	\$ (199,421)	\$ (4,577)	\$ (155,663)	\$ (1,812)	\$ (2,515,147)
2035	\$ (934,236)	\$ (36,439)	\$ (14,940)	\$ (32,265)	\$ (1,358,058)	\$ (220,002)	\$ (5,050)	\$ (171,728)	\$ (1,999)	\$ (2,774,718)
2036	\$ (1,025,510)	\$ (39,999)	\$ (16,400)	\$ (35,418)	\$ (1,490,738)	\$ (241,496)	\$ (5,544)	\$ (188,506)	\$ (2,194)	\$ (3,045,804)
2037	\$ (1,120,814)	\$ (43,717)	\$ (17,924)	\$ (38,709)	\$ (1,629,277)	\$ (263,939)	\$ (6,060)	\$ (206,024)	\$ (2,398)	\$ (3,328,862)
2038	\$ (1,220,310)	\$ (47,597)	\$ (19,515)	\$ (42,145)	\$ (1,773,911)	\$ (287,369)	\$ (6,599)	\$ (224,313)	\$ (2,612)	\$ (3,624,372)
2039	\$ (1,324,165)	\$ (51,648)	\$ (21,176)	\$ (45,732)	\$ (1,924,880)	\$ (311,826)	\$ (7,161)	\$ (243,404)	\$ (2,834)	\$ (3,932,826)
2040	\$ (1,432,549)	\$ (55,876)	\$ (22,909)	\$ (49,475)	\$ (2,082,434)	\$ (337,349)	\$ (7,748)	\$ (263,327)	\$ (3,066)	\$ (4,254,733)
2041	\$ (1,545,642)	\$ (60,287)	\$ (24,718)	\$ (53,381)	\$ (2,246,831)	\$ (363,981)	\$ (8,360)	\$ (284,115)	\$ (3,309)	\$ (4,590,624)
2042	\$ (1,663,627)	\$ (64,889)	\$ (26,604)	\$ (57,456)	\$ (2,418,341)	\$ (391,766)	\$ (8,999)	\$ (305,802)	\$ (3,562)	\$ (4,941,046)
2043	\$ (1,786,697)	\$ (69,689)	\$ (28,572)	\$ (61,706)	\$ (2,597,242)	\$ (420,747)	\$ (9,666)	\$ (328,425)	\$ (3,825)	\$ (5,306,571)
2044	\$ (1,915,050)	\$ (74,695)	\$ (30,625)	\$ (66,139)	\$ (2,783,824)	\$ (450,973)	\$ (10,361)	\$ (352,018)	\$ (4,101)	\$ (5,687,787)
2045	\$ (1,993,425)	\$ (77,752)	\$ (31,878)	\$ (68,846)	\$ (2,897,754)	\$ (469,430)	\$ (10,784)	\$ (366,425)	\$ (4,268)	\$ (5,920,562)
2046	\$ (1,965,097)	\$ (76,647)	\$ (31,425)	\$ (67,868)	\$ (2,856,575)	\$ (462,759)	\$ (10,629)	\$ (361,218)	\$ (4,207)	\$ (5,836,425)
Total	\$ (23,406,076)	\$ (912,938)	\$ (374,305)	\$ (808,365)	\$ (34,024,377)	\$ (5,511,868)	\$ (126,553)	\$ (4,302,429)	\$ (50,087)	\$ (69,516,997)

Source: Tiberius Solutions



Table 4 - Roads End/Villages – 25-year Plan, Education (Updated Development Timing Assumptions)

FYE	Lincoln County School Permanent	Oregon Coast Comm College Permanent	ESD Linn- Benton Permanent	Subtotal Education	Total All
2022	\$ (69,951)	\$ (2,504)	\$ (4,345)	\$ (76,799)	\$ (196,152)
2023	\$ (107,558)	\$ (3,849)	\$ (6,680)	\$ (118,087)	\$ (301,605)
2024	\$ (165,807)	\$ (5,934)	\$ (10,298)	\$ (182,039)	\$ (464,947)
2025	\$ (226,707)	\$ (8,114)	\$ (14,080)	\$ (248,901)	\$ (635,720)
2026	\$ (290,063)	\$ (10,381)	\$ (18,015)	\$ (318,459)	\$ (813,380)
2027	\$ (355,966)	\$ (12,740)	\$ (22,108)	\$ (390,814)	\$ (998,185)
2028	\$ (465,236)	\$ (16,651)	\$ (28,895)	\$ (510,782)	\$ (1,304,599)
2029	\$ (580,303)	\$ (20,769)	\$ (36,041)	\$ (637,113)	\$ (1,627,271)
2030	\$ (700,804)	\$ (25,082)	\$ (43,525)	\$ (769,411)	\$ (1,965,179)
2031	\$ (826,962)	\$ (29,597)	\$ (51,361)	\$ (907,920)	\$ (2,318,954)
2032	\$ (959,009)	\$ (34,323)	\$ (59,562)	\$ (1,052,894)	\$ (2,689,239)
2033	\$ (1,097,187)	\$ (39,268)	\$ (68,144)	\$ (1,204,599)	\$ (3,076,717)
2034	\$ (1,233,026)	\$ (44,130)	\$ (76,581)	\$ (1,353,736)	\$ (3,457,637)
2035	\$ (1,374,848)	\$ (49,206)	\$ (85,389)	\$ (1,509,443)	\$ (3,855,336)
2036	\$ (1,523,019)	\$ (54,509)	\$ (94,592)	\$ (1,672,120)	\$ (4,270,838)
2037	\$ (1,677,793)	\$ (60,048)	\$ (104,204)	\$ (1,842,045)	\$ (4,704,853)
2038	\$ (1,839,433)	\$ (65,833)	\$ (114,243)	\$ (2,019,509)	\$ (5,158,125)
2039	\$ (2,008,213)	\$ (71,874)	\$ (124,726)	\$ (2,204,813)	\$ (5,631,420)
2040	\$ (2,184,416)	\$ (78,180)	\$ (135,669)	\$ (2,398,265)	\$ (6,125,528)
2041	\$ (2,368,334)	\$ (84,763)	\$ (147,092)	\$ (2,600,189)	\$ (6,641,274)
2042	\$ (2,560,272)	\$ (91,632)	\$ (159,013)	\$ (2,810,917)	\$ (7,179,508)
2043	\$ (2,760,547)	\$ (98,800)	\$ (171,452)	\$ (3,030,798)	\$ (7,741,118)
2044	\$ (2,969,484)	\$ (106,278)	\$ (184,428)	\$ (3,260,190)	\$ (8,327,021)
2045	\$ (2,938,694)	\$ (105,176)	\$ (182,516)	\$ (3,226,386)	\$ (8,240,683)
2046	\$ (2,994,203)	\$ (107,162)	\$ (185,964)	\$ (3,287,329)	\$ (8,396,344)
Total	\$ (34,277,834)	\$ (1,226,802)	\$ (2,128,924)	\$ (37,633,559)	\$ (96,121,634)

Source: Tiberius Solutions



Table 5 - Roads End/Villages – 25-year Plan, Education (Outdated Development Timing Assumptions)

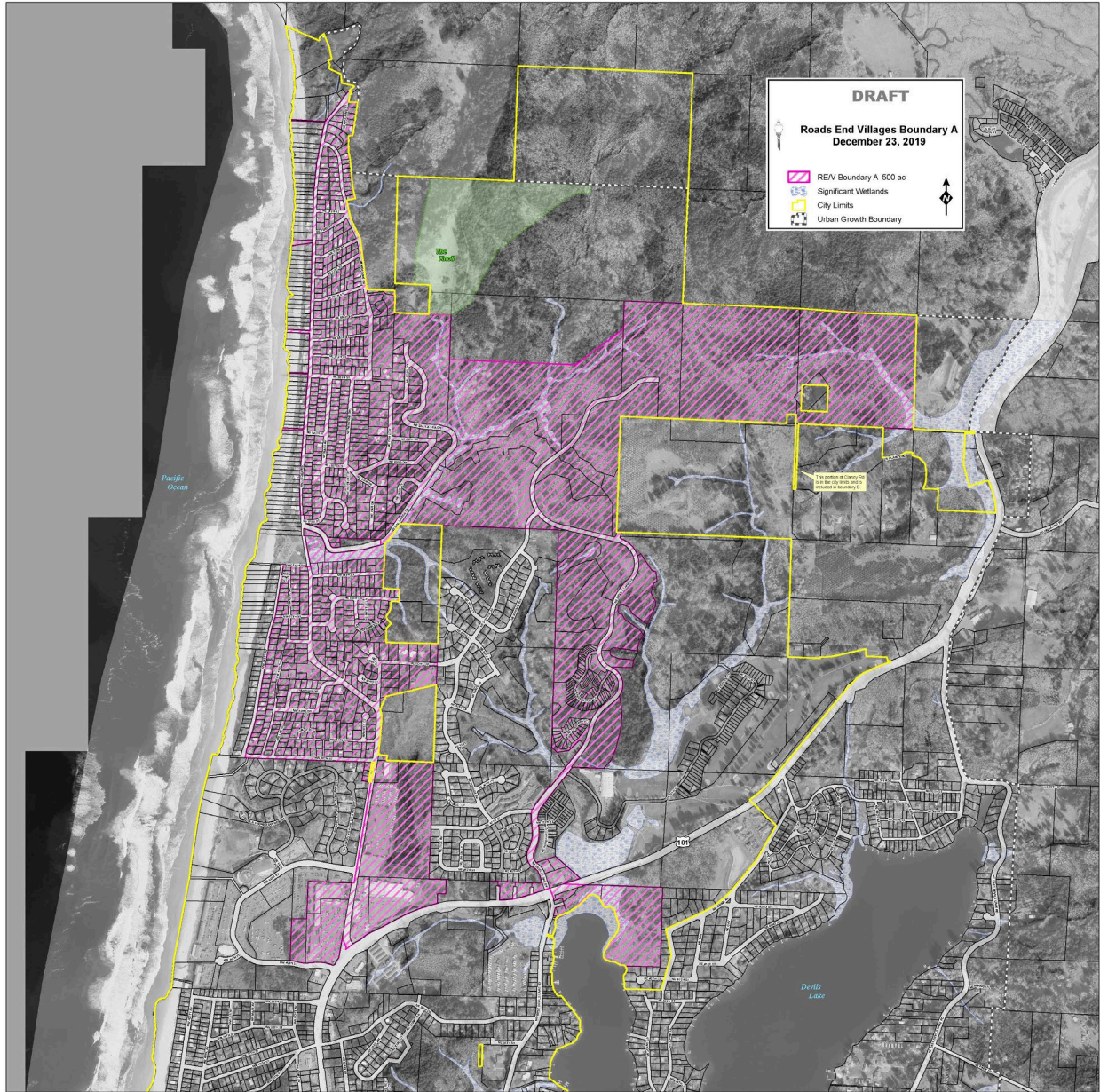
FYE	Lincoln County School Permanent	Oregon Coast Comm College Permanent	ESD Linn-Benton Permanent	Subtotal Education	Total All
2022	\$ (160,678)	\$ (5,751)	\$ (9,979)	\$ (176,408)	\$ (450,556)
2023	\$ (216,216)	\$ (7,738)	\$ (13,429)	\$ (237,383)	\$ (606,290)
2024	\$ (272,150)	\$ (9,740)	\$ (16,903)	\$ (298,793)	\$ (763,133)
2025	\$ (369,005)	\$ (13,207)	\$ (22,918)	\$ (405,130)	\$ (1,034,724)
2026	\$ (470,959)	\$ (16,856)	\$ (29,250)	\$ (517,065)	\$ (1,320,613)
2027	\$ (577,646)	\$ (20,674)	\$ (35,876)	\$ (634,197)	\$ (1,619,776)
2028	\$ (689,261)	\$ (24,669)	\$ (42,809)	\$ (756,738)	\$ (1,932,754)
2029	\$ (806,001)	\$ (28,847)	\$ (50,059)	\$ (884,907)	\$ (2,260,108)
2030	\$ (928,074)	\$ (33,216)	\$ (57,641)	\$ (1,018,930)	\$ (2,602,412)
2031	\$ (1,055,694)	\$ (37,783)	\$ (65,567)	\$ (1,159,044)	\$ (2,960,272)
2032	\$ (1,189,084)	\$ (42,557)	\$ (73,852)	\$ (1,305,493)	\$ (3,334,312)
2033	\$ (1,328,479)	\$ (47,546)	\$ (82,509)	\$ (1,458,534)	\$ (3,725,189)
2034	\$ (1,474,118)	\$ (52,759)	\$ (91,554)	\$ (1,618,431)	\$ (4,133,578)
2035	\$ (1,626,251)	\$ (58,203)	\$ (101,003)	\$ (1,785,457)	\$ (4,560,176)
2036	\$ (1,785,133)	\$ (63,890)	\$ (110,871)	\$ (1,959,893)	\$ (5,005,698)
2037	\$ (1,951,032)	\$ (69,827)	\$ (121,174)	\$ (2,142,033)	\$ (5,470,896)
2038	\$ (2,124,228)	\$ (76,026)	\$ (131,931)	\$ (2,332,185)	\$ (5,956,557)
2039	\$ (2,305,011)	\$ (82,496)	\$ (143,159)	\$ (2,530,666)	\$ (6,463,492)
2040	\$ (2,493,678)	\$ (89,249)	\$ (154,877)	\$ (2,737,804)	\$ (6,992,537)
2041	\$ (2,690,541)	\$ (96,294)	\$ (167,104)	\$ (2,953,940)	\$ (7,544,563)
2042	\$ (2,895,921)	\$ (103,645)	\$ (179,860)	\$ (3,179,426)	\$ (8,120,472)
2043	\$ (3,110,153)	\$ (111,312)	\$ (193,165)	\$ (3,414,630)	\$ (8,721,201)
2044	\$ (3,333,581)	\$ (119,309)	\$ (207,042)	\$ (3,659,931)	\$ (9,347,719)
2045	\$ (3,470,010)	\$ (124,191)	\$ (215,515)	\$ (3,809,717)	\$ (9,730,279)
2046	\$ (3,420,699)	\$ (122,427)	\$ (212,452)	\$ (3,755,578)	\$ (9,592,003)
Total	\$ (40,743,602)	\$ (1,458,211)	\$ (2,530,499)	\$ (44,732,312)	\$ (114,249,309)

Source: Tiberius Solutions

Table 6 - Roads End/Villages Totals comparison

	Outdated Projections	New Projections	Reduction in impact
Lincoln County General	\$ (23,406,076)	\$ (19,691,670)	\$ 3,714,406
LC Animal Services	\$ (912,938)	\$ (768,060)	\$ 144,878
LC Extension	\$ (374,305)	\$ (314,905)	\$ 59,400
Lincoln County Transport	\$ (808,365)	\$ (680,083)	\$ 128,282
City of Lincoln City	\$ (34,024,377)	\$ (28,624,910)	\$ 5,399,467
Lincoln Fire & Rescue 1	\$ (5,511,868)	\$ (4,640,893)	\$ 870,975
Water Devils Lake In	\$ (126,553)	\$ (105,770)	\$ 20,783
North Lincoln Health	\$ (4,302,429)	\$ (3,619,659)	\$ 682,770
Water Devils Lake Out	\$ (50,087)	\$ (42,125)	\$ 7,962
Subtotal General Government	\$ (69,516,998)	\$ (58,488,074)	\$ 11,028,924
Lincoln County School	\$ (40,743,602)	\$ (34,277,834)	\$ 6,465,768
Oregon Coast CC	\$ (1,458,211)	\$ (1,226,802)	\$ 231,409
ESD Linn/Benton/Lincoln	\$ (2,530,499)	\$ (2,128,924)	\$ 401,575
Subtotal Education	\$ (44,732,312)	\$ (37,633,559)	\$ 7,098,753
Total	\$ (114,249,310)	\$ (96,121,634)	\$ 18,127,676

Figure 1. Roads End Boundary A



Source: City of Lincoln City GIS

Council Communication

New Name for the Villages at Cascade Head

Meeting Date:	March 23, 2020	Primary Staff Contact:	Ronald F Chandler
Department:	Administration	E-Mail:	RChandler@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	

Staff was asked to prepare possible name changes for the Villages at Cascade Head. This topic was discussed at the last homeowner's association meeting and members and interested parties were asked to submit possible names. We received the following suggestions.

Villages at Cascade Head Suggestions

- The Villages
- Elk Ridge
- Sitka Villages
- The Villages at Elk Ridge
- Sitka Woods by the Sea
- Wecoma Woods
- The Villages at the Sea
- Pacific Villages
- Forest and Sea Villages
- Sitka Woods Villages
- Villages at Sitka Woods
- Sitka Villages at the Sea

The Knoll Suggestions

It also came up during the Homeowners Meeting that we should consider changing the name of the Knoll. We received the following suggestions.

- Elk Knoll
- Seaview Knoll
- Oceanview Knoll

We contacted the Tribe's Historian and asked if he had any insight into where the name the "Knoll" started and he informed us that he is not certain but people just refer to it as the "Knoll" because that is what a knoll is in terms of a landform.

Richard Appicello will discuss the legal steps required in changing the name of this development.

If the City Council desires to change the name of this development you should 1) select a name and 2) instruct the staff to proceed with changing the name.