

**CITY OF LINCOLN CITY**

**LINCOLN CITY COUNCIL AGENDA**

**MONDAY AUGUST 24, 2020 6:00 PM**

**6:00 PM - The Lincoln City Council meeting for August 24, 2020 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) and those comments will be read aloud during the public comment portion of the agenda, or will be read as testimony as it relates to a Public Hearing / Public Comment agenda item. The City Recorder will be provided a copy of the comments for the official 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 to observe social distancing. A member of the Information Technology staff will be present during the meeting to assist with any technical issues.**

**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](http://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.**

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. CONSENT AGENDA**

**1. Regular Meeting – Minutes of Regular Meeting – August 10, 2020 6:00 PM**

**E. COUNCIL DELIBERATIONS**

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

**G. PRESENTATIONS**

**H. PUBLIC HEARING / ORDINANCE**

**I. PUBLIC HEARINGS / PUBLIC COMMENTS**

1. ANNEX 2020-01 and CPA & ZC 2020-02 - Continue to September 14, 2020
2. Public Comment North Lincoln Sanitary Rate Review

**J. ORDINANCES**

3. ORDINANCE 2020-19 AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING, ORDINANCE 2020-18 (SW BARD ROAD SANITARY SEWER LOCAL IMPROVEMENT DISTRICT) TO SET THE ADMINISTRATIVE FEE CONSISTENT WITH PRIOR APPROVED LOCAL IMPROVEMENT DISTRICTS

**K. RESOLUTIONS**

4. RESOLUTION NO. 2020-19 A RESOLUTION OF THE CITY OF LINCOLN CITY ADOPTING AN INCREASE IN RATES FOR NORTH LINCOLN SANITARY SERVICE

**L. SPECIAL ORDER OF BUSINESS**

5. Ec Dev: Local Program Support Grant Request - Small Business Development Center Programs 2020-21
6. Ec Dev: Commercial Lease - Salmon Drift Creek Watershed Council Request for Rent Reduction
7. Fireworks
8. VRD Enforcement
9. COVID-19 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 MEETING

August 10, 2020, 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 <http://www2.lincolncity.org/program-guide/>).

APPROVED BY CITY COUNCIL

DATE:

A. CALL TO ORDER

Mayor Anderson called the meeting to order at 6 pm.

B. ROLL CALL

Attendee Name	Title	Status	Arrived
Dick Anderson	Mayor	Present	6:00 PM
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
Diane Kusz	Councilor Ward 2	Excused	
Rick Mark	Councilor Ward 3	Present	6:00 PM
Mitch Parsons	Councilor Ward 1	Present	6:00 PM

Staff Present: Ron Chandler, City Manager; Richard Appicello, City Attorney; Richard Townsend, Interim Planning Director; David Mattison, Senior Planner; Alison Robertson, Urban Renewal and Economic Development Director; Jodi Mescher, Economic Development Coordinator; David Twigg, I.T. Support Specialist.

**NOTE: Councilor Kusz resigned her position tonight. Councilor Kusz's letter of resignation was read prior to the Special Order of Business section. For these minutes, Councilor Kusz will be listed as "Excused" in vote results for the Consent Agenda and Ordinances. Councilor Kusz will not be listed in vote results for Special Order of Business items.**

**C. PLEDGE OF ALLEGIANCE**

*The Pledge of Allegiance was skipped because the meeting was held remotely.*

**D. CONSENT AGENDA**

1. Regular Meeting – Minutes of Regular Meeting – July 27, 2020 6:00 PM

*Councilor Hinton had sent Mr. Twigg some changes to the minutes. These were made prior to the August 10 meeting.*

<b>MOTION:</b>	<b>Motion to Approve the July 27 minutes with changes.</b>
<b>MOVER:</b>	<b>Diana Hinton, Councilor Ward 1</b>
<b>SECONDER:</b>	<b>Judy Casper, Councilor Ward 3</b>
<b>AYES:</b>	Anderson, Casper, Hinton, Hoagland, Mark, Parsons
<b>EXCUSED:</b>	Kusz
<b>RESULT:</b>	<b>Passed</b>

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

*Rebecca McBee-Wilson, Lincoln County Community Health Center Director, wanted to recognize and celebrate Health Center week. Ms. McBee-Wilson described how Lincoln County Community Health tries to remove barriers to care for people with no or limited insurance. Ms. McBee-Wilson advised Council of the services provided by Lincoln County Community Health Center, including primary care and behavioral health. Ms. McBee-Wilson noted there are 8 Community Health centers throughout Lincoln County, with two locations in Lincoln City- one at 4422 NE West Devils Lake Boulevard and one at Taft High School. Both of these sites have a variety of health care providers, are integrated with each other, and offer primary care, maternal health care, and behavioral health services. The NE West Devils Lake Boulevard location had 7,000 visits last year, with 617 primary care patients and 484 behavioral health patients. The Taft High School location had 872 visits last year, with 84 primary care patients and 91 behavioral health patients. Ms. McBee-Wilson said that Lincoln County Community Health was still providing medical services during the pandemic, with a variety of individual, telehealth, and virtual appointments being offered. In-person appointments are spaced out to allow for social distancing, and the facilities are being appropriately disinfected between appointments. Ms. McBee-Wilson wanted to remind the public to take care of their mental and physical health during these difficult times. To make an appointment, call 541-265-4196 for behavioral health or 541-265-4947 for primary care.*

*Mr. Chandler read a summary of public comments regarding mandatory composting, parking difficulties in Roads End, using Economic Aid funds provided by Explore Lincoln City, and having the Police Department investigate the number of vehicles spilling into public streets. These will be attached to the minutes once they are approved by Council.*

*Mr. Chandler introduced David Mattison, newly-hired Senior Planner, to the Council. Mr. Mattison was the Planner for the City of Tillamook for 17 years; he has been a Planning Consultant for 3 years, working with various cities (Garibaldi, Manzanita, Wheeler) in Tillamook County and also with the City of Yachats. With Yachats he worked on their Municipal Code, on obtaining grants and on their Comprehensive Plan.*

## G. PRESENTATIONS

### 2. Economic Development: Report - RARE (Resource Assistance for Rural Environments) Program 2019-20 Service Year with Jodi Mescher

*Ms. Robertson presented this item to Council. RARE (Resource Assistance for Rural Environments) is an AmeriCorps program funded through the University of Oregon. Each participating community provides \$23,500 to help place, train, and support a full-time RARE member (i.e. provide a stipend). Ms. Robertson noted that the City first used this program in fiscal year 2007-08, when Alexandra Roberts Bullock worked on the Cutler City Vision Charette and Plan. Jodi Mescher worked for the City in the 2019-20 fiscal year. Ms. Robertson said that RARE is a great tool when a department has a temporary spike in its workload, and it also allows RARE participants to gain excellent work experience.*

*Ms. Robertson announced that Jodi Mescher would be continuing her work with Lincoln City on a part-time basis while she attends graduate school. Ms. Mescher said she was excited to be able to continue working for Lincoln City.*

*During her time as a RARE member, Ms. Mescher worked on the following projects:*

- 1. Economic Development Toolbox - expanding the tools and creating new program criteria for both the City and the Urban Renewal Agency;*
- 2. Identify and Analyze the City's Underutilized and brownfield properties and begin outreach with property owners;*
- 3. Historic Preservation;*
- 4. The formation of a new Urban Renewal plan for Roads End and The Villages at Cascade Head (Sitka Woods).*

*Ms. Mescher said she enjoyed her work for the City during her service time. She believes the RARE program is a great resource for participants and community partners.*

*Mayor Anderson said the Council appreciates Ms. Mescher's work. Ms. Mescher moved the City further ahead than it otherwise would be and he hopes Ms. Mescher benefitted from the training and exposure. Mayor Anderson asked about obtaining grant funding for the Toolbox projects. Ms. Mescher said she would work on that.*

*Councilor Hinton said, on behalf of the Urban Renewal Agency, she was pleased that Ms. Mescher was able to work with the City. Councilor Hinton asked what Ms. Mescher would be working on going forward. Ms. Mescher said she would work on completing her existing tasks, exploring funding opportunities for brownfield properties, and on the sunseting of the 2000 Urban Renewal area.*

### 3. Economic Development: Underutilized Property Survey - Project Report

*Ms. Mescher advised Council that in April this year the City was awarded a \$25,000 Brownfields Redevelopment Fund Integrated Planning grant through Business Oregon to complete a survey. The City chose Maul Foster and Alongi to perform the survey. Ms. Mescher turned the presentation over to Sabrina Turner, Seth Otto and Jen Elstrott from Maul Foster and Alongi. Mr. Otto explained Maul Foster and Alongi's approach to this project. The end result of the project is that the City now has a Geographic Information Systems (GIS) database listing the locations of underutilized properties. Ms. Turner explained definitions of terms included in this presentation. "Underutilized properties" are those where the assessed value of land is two times the assessed value of improvements on that land. "Brownfield properties" are those that are underdeveloped based on previous environmental contamination, or the perception of previous environmental contamination. Ms. Elstrott demonstrated the GIS tool that Maul Foster Alongi*

*created to interact with the data they collected and discussed the results. Maul Foster Alongi located 517 properties that were underutilized. 196 properties were potential brownfield sites. After conducting a Google Earth review of the sites, 99 catalyst properties were identified.*

*Mr. Otto said 10 of the 99 catalyst properties were of particular interest. Mr. Otto reported that his firm worked with the City to prepare a questionnaire for the owners of these properties and that he attempted to make contact with them. He was able to have phone interviews with 3 owners. The questionnaire was mailed to all owners and one response has been received. The responses received were generally positive.*

*Going forward, Mr. Otto recommended continuing outreach efforts with property owners, developing and supporting Urban Renewal and the Economic Development Toolbox, and pursuing programs from Business Oregon specific to brownfields. There are Brownfield Land Bank Authority programs and Property Tax incentives available. There are federal grant programs (EPA and EDA) for brownfields and infrastructure and the survey provides the information necessary for federal grant funding.*

*Mayor Anderson asked Mr. Otto how COVID restrictions impacted this survey. Mr. Otto said that this project was essentially a desktop exercise. Mr. Otto did say that the "windshield survey" (reviewing property condition by driving by) would usually be conducted in-person, but instead Maul Foster Alongi resorted to Google Earth and Google Maps.*

*Mayor Anderson also asked why only 3 property owners were willing to talk about their properties? Mr. Otto said that COVID did impact this part of the project. Demographic information on property owners is not publicly available; however, Ms. Robertson and Ms. Mescher had contact information for 3 property owners so Maul Foster Alongi could call them. All other property owners were contacted by mail. Mr. Otto said that if it wasn't for COVID there would have been the possibility of visiting the businesses and locations in person. He hopes more property owners will contact Ms. Mescher as time goes on.*

*Councilor Mark asked why the company couldn't go door-to-door? Mr. Otto said that Maul Foster Alongi has a very strict COVID travel policy that prevented them from doing this. Councilor Mark also said he was surprised by the broad definition of "brownfield". He thought "brownfields" had to be vacant lots but apparently they can have buildings on them. Mr. Otto confirmed that brownfields include those properties that not only are environmentally contaminated but those that are perceived to be environmentally contaminated. Many brownfields have buildings on them, and typically in Oregon these properties have been previously used as gas stations or dry cleaners.*

*Mayor Anderson asked why Maul Foster Alongi described property owners as "cooperative" when there were only three or four responses? Mr. Otto said that when this survey was started, Maul Foster Alongi thought they would be able to physically access more properties. However, they believe the information gathered and data collected is more important than property owner surveys. Mr. Otto gave examples of communities succeeding with brownfield re-development, including St. Helens, Josephine County (Grants Pass), Bend and Deschutes County (the OSU Cascade College campus expansion in Bend came out of a survey like this). Mr. Otto said this program and inventory was a great launching pad for further work and community improvement.*

*Councilor Casper asked if any of the catalyst properties were in the tsunami zone? Maul Foster Alongi confirmed there were no zones of interest in the tsunami zone.*

*Ms. Mescher said there's lots of directions the City can go from here. Ms. Mescher will follow up on engaging with property owners identified by this project.*

Ms. Robertson advised Council that this survey was identified as a need a few years ago after the Goodwill site was re-developed. Goodwill was developed on the site of a former gas station, and the contamination that was on Goodwill's lot was remediated. Ms. Robertson said she would seek support from other agencies for grants, since the City has to act as an intermediary to get funds from government agencies to private property owners.

**H. PUBLIC HEARING / ORDINANCE**

**I. PUBLIC HEARINGS / PUBLIC COMMENTS**

**J. ORDINANCES**

- 1. ORDINANCE NO. 2020-20 AN ORDINANCE OF THE CITY OF LINCOLN CITY, MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO AND APPROVING THE ROADS END/VILLAGES AT CASCADE HEAD URBAN RENEWAL (TAX INCREMENT FINANCE) PLAN AND DIRECTING THAT NOTICE OF APPROVAL BE PUBLISHED

Mr. Appicello asked Council whether they wanted him to read the changes to Exhibit C, or whether they wanted to do First Reading again and then proceed to Second Reading if First Reading was unanimous. Mayor Anderson suggested that First Reading be performed again.

<b>MOTION:</b>	<b>First Reading of Ordinance 2020-20 - Adoption of New Urban Renewal District</b>
<b>MOVER:</b>	<b>Riley Hoagland, Councilor Ward 2</b>
<b>SECONDER:</b>	<b>Mitch Parsons, Councilor Ward 1</b>
<b>AYES:</b>	Anderson, Casper, Hinton, Hoagland, Mark, Parsons
<b>EXCUSED:</b>	Kusz
<b>RESULT:</b>	<b>Passed</b>

Councilor Mark asked Mr. Appicello if there were any other significant changes made other than the addition of Findings. Mr. Appicello confirmed the only changes made were the addition of Findings. Findings were added to show that the adoption of this District is in compliance with Goal 10. These Findings address concerns brought up at the last Council meeting. Councilor Mark said, again, that taxes will not be increased by the formation of this new Urban Renewal District.

<b>MOTION:</b>	<b>Approve Second Reading and Adoption of Ordinance 2020-20 - Adoption of new Urban Renewal District</b>
<b>MOVER:</b>	<b>Diana Hinton, Councilor Ward 1</b>
<b>SECONDER:</b>	<b>Rick Mark, Councilor Ward 3</b>
<b>AYES:</b>	Anderson, Casper, Hinton, Hoagland, Mark, Parsons
<b>EXCUSED:</b>	Kusz
<b>RESULT:</b>	<b>Passed</b>

- 2. ORDINANCE NO. 2020-14 AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 17 (ZONING), CHAPTER 17.72 (SIGN REGULATIONS), AMENDING AND UPDATING CITY SIGN REGULATIONS REMOVING PROVISIONS FOR TEMPORARY SIGNS AND PLACING THEM IN CHAPTER 9.34

Mr. Appicello asked Council to continue Second Reading to August 24 or September 14. Mr. Appicello has changes he would like to get Council's consent on before Second Reading.

The first change is in the title, striking the words "and placing them in 9.34" because this Ordinance does not amend chapter 9.34. A separate Ordinance will do that.

The second change would be to replace e. on page 161, line 14 to state "No signs shall be constructed, erected or maintained within the public right-of-way except as installed by a duly constituted governmental entity".

Mr. Appicello also wants to remove language that states "Permanent signs placed such that any portion or the entirety of a sign or sign structure is within the right-of-way must receive approval of such placement from the roadway authority having jurisdiction over the right-of-way in which the permanent sign will be placed".

F. below that should be stricken, replaced with "A protrusion over a city street or alley, or right-of-way may be approved by the City Engineer, not to exceed 24 inches, provided the bottom of the sign is at least 8 feet above finished grade and all applicable permit and license fees are paid for such encroachment into the public right-of-way. No protrusion into Highway 101 is allowed."

Mr. Appicello recommends changing the language in Section 17.72.050 (located on page 162, line 13) regarding the types of materials comprising signs. Mr. Appicello would like to strike the existing words and replace them with "repair".

Under Prohibitions, Mr. Appicello requests the addition of "T. Signs prohibited by State or Federal Law" to address what is defined as obscene under State or Federal Law.

Mr. Appicello recommends adding back in Section U, Glare.

Mr. Appicello also recommends re-wording Temporary Sign Provisions to make sure people understand that Temporary Signs are now not being permitted.

Mr. Appicello wants to discuss with staff whether a department will take over the management of Temporary Signs or if Temporary Signs are going to be treated as exemptions. He would also like to get amendments to Chapter 9.34 before Council at the same time as performing the Second Reading.

Mr. Chandler recommends Council continue to September 14.

Councilor Hinton asked about temporary signs. If there's no permit for temporary signs, how do you control their size and further manage them? Mr. Appicello advised that provisions in the Code would still apply to temporary signs and violations can be enforced.

Councilor Mark asked for corrections to be made on line 2 of page 160 of the packet (change "is" to "are") and the second sentence of Paragraph C, page 161 of the packet (remove commas). There's also a need to change a "which" to "that". Mr. Appicello asked Councilor Mark to send him those changes so he can make them. Councilor Mark also asked that a reference to the intensity / wattage of LED lights be added (packet page 168).

Unanimous consent of Council was given to continue Second Reading of this Ordinance to September 14, 2020.

<b>MOTION:</b>	<b>Motion to Continue Ordinance 2020-14 Signs 17.72 Second Reading to September 14, 2020</b>
<b>AYES:</b>	Anderson, Casper, Hinton, Hoagland, Mark, Parsons
<b>EXCUSED:</b>	Kusz
<b>RESULT:</b>	<b>Passed by Unanimous Consent</b>

- 3. ORDINANCE NO. 2020-15 AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 17 (ZONING), CHAPTER 17.76 (ADMINISTRATIVE PROVISIONS), REPLACING EXISTING PROCEDURES WITH A NEW UNIFORM PROCEDURAL CHAPTER 17.76 (PROCEDURES), ADDING A NEW CHAPTER 17.77 (APPLICATIONS), MODIFYING, CONSOLIDATING, RELOCATING OR REMOVING OTHER PROCEDURES AND STANDARDS FOR A MORE EFFICIENT REVIEW PROCESS

*Mr. Appicello advised that he had received further questions from Councilor Hinton regarding these changes. Mr. Appicello stated that he thinks these changes to the Code are good, and are necessary- however, staff needs extra time to review.*

<b>MOTION:</b>	<b>Motion to Continue Ordinance 2020-15 Procedures to September 14, 2020</b>
<b>AYES:</b>	Anderson, Casper, Hinton, Hoagland, Mark, Parsons
<b>EXCUSED:</b>	Kusz
<b>RESULT:</b>	<b>Passed by Unanimous Consent</b>

- 4. ORDINANCE NO. 2020-10 AN ORDINANCE OF THE CITY OF LINCOLN CITY, AMENDING THE LINCOLN CITY MUNICIPAL CODE, TITLE 17 (ZONING); AMENDING ALL OF CHAPTER 17.20 (MULTIPLE-FAMILY RESIDENTIAL (R-M) ZONE); AMENDING: CHAPTER 17.24 (PROFESSIONAL CAMPUS (PC) ZONE), SECTION 17.24.020 (F.); CHAPTER 17.28 (RECREATION-COMMERCIAL (RC) ZONE), SECTION 17.28.040(B) (F.)& (J); CHAPTER 17.32 (GENERAL COMMERCIAL (GC) ZONE), SECTION 17.32.040 (K.) (U) AND 17.32.110 (E.); ALL OF CHAPTER 17.34 (NELSCOTT PLAN (NP) DISTRICT); ALL OF CHAPTER 17.45 (TAFT VILLAGE CORE (TVC) ZONE); ALL OF CHAPTER 17.50 (OCEANLAKE DISTRICT); CHAPTER 17.52 (SUPPLEMENTARY REGULATIONS AND EXCEPTIONS), SECTION 17.52.210(E.) (2.) AND AMENDING ALL OF CHAPTER 17.74 (COMMERCIAL DESIGN STANDARDS) AND AMENDING CHAPTER 17.80 (SPECIAL USES), SECTION 17.80.

*Mr. Appicello advised Council that he would like them to conduct First Reading of this Ordinance again. The changes that have been made are significant in length, including fixes to paragraphs and sections that will be deleted through adoption of this Ordinance.*

*Councilor Hinton asked Mr. Appicello to strike the sentence on page 493 (section 7a) that says "building trim may feature brighter colors as accents". Councilor Hoagland asked why are we being so restrictive? Councilor Hinton said that the text regarding brighter building trim was added to this ordinance later, and so the City was adding text that was not contemplated during the work sessions and discussions on these items. Councilor Casper concurs with Councilor Hinton. Mr. Appicello asked that First Reading be completed and then, if a Councilor wants to make a motion regarding the building trim language, a separate motion be made.*

<b>MOTION:</b>	<b>Motion to Approve First Reading of Ordinance 2020-10 Design Standards</b>
<b>MOVER:</b>	<b>Diana Hinton, Councilor Ward 1</b>
<b>SECONDER:</b>	<b>Mitch Parsons, Councilor Ward 1</b>
<b>AYES:</b>	Anderson, Casper, Hinton, Hoagland, Mark, Parsons
<b>EXCUSED:</b>	Kusz
<b>RESULT:</b>	<b>Passed</b>

**MOTION:** Motion to strike the sentence "Building trim may feature brighter colors as accents" from Ordinance 2020-10, line 18 of packet page 493

**MOVER:** Diana Hinton, Councilor Ward 1

**SECONDER:** Judy Casper, Councilor Ward 3

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

**EXCUSED:** Kusz

**RESULT:** Passed

*Councilor Mark asked about the reference to "Pearls" on line 28 of page 478. Councilor Mark thought that the consensus at the Work Session was that there would not be different design standards for pearls. Mr. Appicello said this ordinance creates a great deal of uniformity in design standards across the City.*

**MOTION:** Motion to approve Second Reading of Ordinance 2020-10 and Adopt the Ordinance with changes as read

**MOVER:** Judy Casper, Councilor Ward 3

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

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

**EXCUSED:** Kusz

**RESULT:** Passed

5. ORDINANCE 2020-16 AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING TITLE 9 (PUBLIC PEACE, MORALS and WELFARE), CHAPTER 9.08 (OFFENSES AGAINST PUBLIC ORDER), AMENDING SECTIONS 9.08.050 AND SECTIONS 9.08.055.

*Mr. Appicello advised the most significant change was in Section 9.08.055, which now allows a Traffic Control Order to permit Overnight Parking on a City parking lot.*

**MOTION:** Motion to Approve First Reading of Ordinance 2020-16 Chapter 9.08

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

**SECONDER:** Judy Casper, Councilor Ward 3

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

**EXCUSED:** Kusz

**RESULT:** Passed

*Councilor Mark asked about the "willful violation" defined on page 549 of the packet (section D). Mr. Appicello advised that, for this ordinance, a special lower class of violation (Class E) was created. For this new class of violation, the maximum fine is \$75. Mr. Appicello said that the code escalates to a Class C for repeat offenders (offenders who have performed this violation in the last 90 days) in order to deter continuous violations. Mr. Appicello advised Council that these offences were previously considered to be crimes.*

**MOTION:** Motion to Approve Second Reading of Ordinance 2020-16 and Adopt the Ordinance.

**MOVER:** Judy Casper, Councilor Ward 3

**SECONDER:** Riley Hoagland, Councilor Ward 2

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

**EXCUSED:** Kusz

**RESULT:** Passed

**K. RESOLUTIONS****L. SPECIAL ORDER OF BUSINESS****6. City Council Vacancies**

*Mayor Anderson read a statement from Councilor Kusz that announced her resignation from the City Council.*

*Mr. Chandler, on behalf of City staff, thanked Councilor Kusz for her service. Mr. Chandler advised that Council had two options to fill the vacancy.*

*1- Appoint a replacement;*

*2- Hold a special election. Mr. Chandler advised that the Special Election can coincide with the current election cycle.*

*Mr. Chandler advised Council that they would need to take action tonight if they wished to proceed with a Special Election since the deadline for candidates to gather signatures would be 5 pm on August 19. Mr. Chandler advised that two Ward 2 candidates have filed for the November election, and if they wanted to file for this position they would need to withdraw those applications.*

*Mr. Appicello asked Council to move to declare a vacancy.*

<b>MOTION:</b>	<b>Motion to declare a vacancy on the City Council (Ward 2)</b>
<b>MOVER:</b>	<b>Rick Mark, Councilor Ward 3</b>
<b>SECONDER:</b>	<b>Judy Casper, Councilor Ward 3</b>
<b>AYES:</b>	Anderson, Casper, Hinton, Hoagland, Mark, Parsons
<b>RESULT:</b>	<b>Passed by Unanimous Consent.</b>

*Councilor Casper feels the November 3, 2020 election date is appropriate and timely. Councilor Mark concurs. Mr. Appicello suggested that, with the short filing time frame, a motion be made with contingencies so that Council can consider a direct appointment or scheduling a different special election date should a candidate not successfully file for the position by August 19.*

<b>MOTION:</b>	<b>Motion to fill City Council vacancy by Special Election, with contingency that if candidate doesn't file for this position by August 19, Council can consider direct appointment or scheduling a different election date.</b>
<b>MOVER:</b>	<b>Judy Casper, Councilor Ward 3</b>
<b>SECONDER:</b>	<b>Mitch Parsons, Councilor Ward 1</b>
<b>AYES:</b>	Anderson, Casper, Hinton, Hoagland, Mark, Parsons
<b>RESULT:</b>	<b>Passed by Unanimous Consent.</b>

**7. Appointment to Sustainability Committee - Applicant Michael Edwards**

*Councilors Casper and Hoagland interviewed Mr. Edwards for this position. Both Councilors recommend appointment.*

**MOTION:** Appointment to Sustainability Committee - Applicant Michael Edwards  
**MOVER:** Judy Casper, Councilor Ward 3  
**SECONDER:** Mitch Parsons, Councilor Ward 1  
**AYES:** Anderson, Casper, Hinton, Hoagland, Mark, Parsons  
**RESULT:** Passed by Unanimous Consent.

**8. AMENDMENT 6 TO MEMORANDUM OF AGREEMENT BETWEEN THE CONFEDERATED TRIBES OF SILETZ INDIANS OF OREGON AND CITY OF LINCOLN CITY, STATE OF OREGON**

*Councilor Mark asked that the word "Percent" be added to version 2 of the Memorandum of Understanding. As drafted, the language reads "... based on the, Annualized Average Pacific CPU, or 2.5, whichever is less." The approved version will read "... based on the, Annualized Average Pacific CPU, or 2.5 percent, whichever is less."*

**MOTION:** Motion to Approve Second Version of Amendment 6 to Memorandum of Understanding Siletz Tribe with discussed changes (adding the word "Percent")  
**MOVER:** Rick Mark, Councilor Ward 3  
**SECONDER:** Diana Hinton, Councilor Ward 1  
**AYES:** Anderson, Casper, Hinton, Hoagland, Mark, Parsons  
**RESULT:** Passed by Unanimous Consent.

**9. ANNEX 2020-01 and CPA & ZC 2020-02 - Continue to August 24, 2020**

*Mr. Appicello confirmed the Applicant agreed to continuing this matter to August 24.*

**MOTION:** ANNEX 2020-01 and CPA & ZC 2020-02 - Continue to August 24, 2020  
**AYES:** Anderson, Casper, Hinton, Hoagland, Mark, Parsons  
**RESULT:** Passed by Unanimous Consent.

**10. Residential Parking Restrictions**

*Mr. Chandler advised Council there were two items to consider.*

1. *Should no parking areas be established?*
2. *Should the City establish parking permits?*

*Mr. Chandler advised Council that he has 2 Traffic Control Orders to be ratified- one regarding Overnight Parking / Camping and one for NW 8th Court. These orders will be brought before Council in resolution form at the next Council meeting.*

*Mr. Chandler discussed his review of potential no parking areas. The underlying philosophy should be to allow more parking, not less.*

*Mr. Chandler recommends that parking be based on the City's transportation plan that was adopted in 2015. This plan classified streets into various subcategories. Certain categories of streets should not have parking, and certain categories should. The plan further defines how wide the right-of-way should be for parking, driving, and bicycling on streets in the various subcategories.*

*Mr. Chandler says that a street should have 27 feet of right-of-way in order to allow parking on one side of the road. It should have 34 feet of right-of-way to allow for parking on both sides of the road.*

*In the case of NW 8th Court, the right-of-way is only 20 ft. This includes a 10 feet travel lane that in essence is a single lane road. Mr. Chandler says that all parking should be prohibited on NW 8th Court and that he will issue no-parking signs provided that Council concurs.*

*Going forward, Mr. Chandler recommends the following:*

- 1. More than 20 feet of right-of-way is necessary for any off-street parking;*
- 2. 27 feet of right-of-way will allow for parking on one side of the road;*
- 3. 34 feet of right-of-way will allow for parking on both sides of the road.*

*Mr. Chandler recommends that neighborhoods petition for signs rather than have the City initiate them. He further recommends that local topography be considered in applying the right-of-way criteria since some roads have a steep drop-off in the right-of-way.*

*Mayor Anderson asked Mr. Chandler if he could provide a map showing streets that would be impacted. Mr. Chandler said he could, but Lincoln City has such diverse streets and topography that a map wouldn't really help. Mayor Anderson commented that these changes would actually take away neighborhood parking, which was not the intent. Mr. Chandler said that is why he recommends that residents petition for no parking signage. Mayor Anderson concurred.*

*Regarding residential parking permits, Mr. Chandler discussed processes including Application / Petition, evaluating the size of the permitted space, the ability for neighborhoods / HOA to apply, safety considerations, the difficulty of residents finding on-street parking, the need for tourist parking in areas, the need for resident parking, and the need for commuter parking.*

*Mr. Chandler said that in areas with a large volume of tourists, evening and night-time restrictions on parking could be more appropriate than daytime hour restrictions.*

*Councilor Casper said that she felt night-time parking restrictions would help in Residential/Commercial (RC) or Commercial areas where it is difficult for residents to find a parking space.*

*Councilor Hinton said that we are on the right track with these discussion points. Roads End has a high demand for parking.*

*Councilor Hoagland said that no parking signs have a different look and feel to parking permits. He prefers the permit approach.*

*Mayor Anderson said there has to be an enforcement component.*

*Mr. Chandler said he intended to bring an ordinance regarding Parking to Council for first reading at the first meeting in September.*

*Councilor Mark asked about relief for residents on NW 8th Court. Mr. Chandler said that he recommends no parking on that street since there is no space to create an adequate shoulder for parking, especially when considering the needs for emergency vehicle access. Councilor Mark discussed the right-of-way in Cutler City, noting that SW 62nd is a narrow street.*

## **11. COVID-19 Update**

*Mr. Chandler discussed Financial Relief that had been received, and plans to apply for additional relief. Mayor Anderson asked if these funds were from the Federal Government via the State. Mr. Chandler confirmed they were.*

Mr. Chandler confirmed that Lincoln County had applied for Phase 2 re-opening effective August 24, 2020. For the City of Lincoln City, Phase 2 re-opening means the Community Center will open on a limited basis. The Library will open by appointment. City Hall will open to the public by appointment for Planning and Public Works. Mr. Chandler stressed that staff will not all return at once to working in-person at City Hall. Instead, staff will return on an as-needed basis. Mr. Chandler will provide more detail to Council on the City's Phase 2 plans.

Mr. Chandler advised Council that, regarding Utility Payments, the City is seeing longer delinquency periods but that people are generally paying their utility bills on time.

Mayor Anderson asked how many people had filed for COVID utility deferral. Mr. Chandler said no-one had officially filed. Mr. Chandler said the COVID impact on utility bills was less significant than he had anticipated.

Councilor Hinton asked if Mr. Chandler could share information on reimbursements that had been received as a result of the CARES act? Mr. Chandler said he would do so.

Councilor Mark asked about Marci Baker's question regarding using the economic aid provided to local businesses by Explore Lincoln City. Mr. Chandler said that aid funds are being slowly used. For example, a hotel used its aid package to provide a room for KOIN TV recently. Mr. Chandler said that the City is not actively attempting to bring tourists to Lincoln City currently. Once the City starts promoting tourism again, then these funds and packages will be used.

Councilor Casper asked if Council could receive quarterly financial summaries? Mr. Chandler said that in October he will present a summary of the City's first fiscal quarter of 2020-21 along with end-of-fiscal year data for 2019-20. Mr. Chandler said that COVID's impact on TRT will be visible in October after TRT returns are filed. Mr. Chandler said that occupancy of guest rooms is down 15% from 2019. However, the City still has lots of traffic, especially on weekends, suggesting that there are lots of daytrippers coming to Lincoln City.

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

Mr. Chandler reported that the City did not receive the 9% Oregon Housing Community Services low income housing tax credit for 2020. The City will apply for those funds next year.

Mr. Chandler reported on fireworks activity since July 4. From July 6 until August 2, there were 46 calls regarding fireworks. The Police were unable to locate people who had fired these fireworks for 33 of these 46 calls.

Mr. Chandler will send an update and time frames on other City projects to Council. Mr. Chandler thinks a work session will be necessary for some of these projects; he will suggest dates and times to Council for these.

Mr. Appicello advised that an appeal of the Planning Commission's decision for Phase 3 of The Cove had been filed. Mr. Appicello asked if Council wished to hear the appeal on the record, or de novo?

Councilor Mark asked if hearing this appeal de novo allowed the applicant to modify their application? Mr. Appicello confirmed that the applicant could modify their application and answer specific objections.

<b>MOTION:</b>	<b>Motion to hear the appeal for The Cove Phase 3 de novo</b>
<b>MOVER:</b>	<b>Judy Casper, Councilor Ward 3</b>
<b>SECONDER:</b>	<b>Rick Mark, Councilor Ward 3</b>
<b>AYES:</b>	Anderson, Casper, Hinton, Hoagland, Mark, Parsons
<b>RESULT:</b>	<b>Passed by Unanimous Consent.</b>

*Councilor Hinton asked about jail policies during COVID. Is there somewhere else we can lodge people? Chief Palmer explained that Lincoln County is receptive to allowing Lincoln City Police to jail a person seen as a public safety risk. However, the County jail is at capacity due to COVID restrictions on number of cell occupants. Before COVID, the County could house 2-4 prisoners in one cell. Now, they are only housing one prisoner to one cell. Chief Palmer believes the County is doing the best it can given current conditions.*

*Chief Palmer updated Council on the new Police Building. Patrol are moving to the new building this week. The intoxilyzer will be installed on Tuesday August 11. The Police would like to tour small groups around the new building. Chief Palmer believes that once Lincoln County enters Phase 2, an Open House of the new Police Building can be safely held.*

**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**

*Councilor Hinton said that Fireworks continue to be a problem.*

*Mr. Chandler said he's aware of the issues regarding Fireworks and he'd like to discuss them with Council. He asked whether there should be a work session or whether Fireworks should be discussed at the next meeting. Mayor Anderson asked Mr. Chandler to discuss Fireworks with Council at the next scheduled meeting.*

*Councilor Hinton said that Vacation Rental Dwellings continue to be a problem. Garbage containers are overflowing, more cars are parked at properties than are permitted, there are more than 10 people in dwellings. Councilor Hinton asked for the Police Department to take over Vacation Rental enforcement.*

*Councilor Casper attended a Sanitary Waste Advisory Committee Meeting. Councilor Casper would like to have the City's Sustainability Committee meet with North Lincoln Sanitary Service to discuss the new composting regulations.*

*Councilor Casper plans to attend a Climate Action Plan meeting on August 12 from 7 until 8.15 pm. Councilor Casper will report to Council on this meeting.*

*Councilor Mark thanked Councilor Casper for attending the Sanitary Waste Advisory Committee meeting. He agrees that the City should help people with understanding their new composting options, since people could reduce their garbage pickup schedule through effective use of the composting bin and keep their cost of garbage service about the same as before.*

*Councilor Mark asked Mr. Chandler if there had been any movement with the State regarding redesigning the parking area at Roads End State Park? Mr. Chandler will follow up with the State.*

*Councilor Hoagland thanked Councilor Kusz for her service. He noted that Councilor Kusz's husband also served on City Council previously, making them the first elected couple of Lincoln City.*

**Q. ADJOURNMENT**

*The meeting was adjourned at 9:08 pm.*

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DICK ANDERSON, MAYOR

ATTEST:

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CATHY STEERE, CITY RECORDER

## Council Communication

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### **Continue ANNEX 2020-01 to 9/14/20**

Meeting Date:	August 24, 2020	Primary Staff Contact:	Richard Appicello
Department:	City Attorney	E-Mail:	RAppicello@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	2 minutes

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The applicant submitted additional materials on July 31, 2020. No fees were submitted at that time. Fees have now been submitted. Per the Municipal Code, twenty (20) day notice is required for the hearing before Council. A Development Agreement need only be approved by the governing body. Staff requests the matter be continued to September 14, 2020 so that code required notice can be accomplished. The applicant agrees with the continuance request.

## Council Communication

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### Public Comment North Lincoln Sanitary Rate Increase

Meeting Date:	August 24, 2020	Primary Staff Contact:	Debbie Bridges
Department:	Finance	E-Mail:	dbridges@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	30 Minutes

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#### Question:

Should Council adopt the proposed 3.6% rate increase for North Lincoln Sanitary Service (NLS)?

#### Authority:

Ordinance 2006-11 grants a solid waste franchise to Dunn-LeBlanc, Inc., DBA North Lincoln Sanitary Service (NLS). This ordinance establishes standards and a methodology for calculating and adjusting rates for collection services.

#### Background:

Ordinance 2006-11 Section 13, subsection D(1), provides for cost of living rate adjustments for collection services. In even years, "...the then current rates shall be adjusted by an amount equal to 85 percent of the two-year percentage change in the CPI, .... If, at the time of a CPI adjustment date, a rate adjustment occurred in the previous year as the result of a proceeding under subsection E of this section, then the CPI-based adjustment under this subsection shall be based on the most recent one year change in the CPI rather than on the two year change."

NLS did not have a rate adjustment in the prior year. The two-year change in CPI from April 2018 to April 2020 is 4.2%; 85% of this is 3.6%. NLS is requesting a rate increase of 3.6%.

#### Staff Recommendation:

Finance recommends approval of Resolution 2020-19

#### Potential Motions:

Motion to approve Resolution 2020-19

#### Attachments:

Resolution 2020-19 - Letter to City Council (PDF)  
 Resolution 2020-19 - Yard\_Waste\_flyer (PDF)

July 10, 2020

Lincoln City  
PO Box 50  
Lincoln City, OR 97367

Re: 2019 Rate Review Report

Dear Commissioners,

Enclosed are several schedules and the 2019 Reviewed Financial Statement prepared by our independent Certified Public Accountants. These items make up the "Rate Review Report" as outlined in the Solid Waste Franchise agreements.

As required under the agreement the enclosed "Rate Review Report" contains:

1. All the Actual Allowable Expenses incurred by the Franchisee in the preceding calendar year.
2. All the Additional Allowable Expenses that we reasonably anticipate will be incurred or imposed on the current year.
3. The allocation formulas to determine expenses.
4. The actual Operating Ratio for the preceding calendar year.
5. The expected Operating Ratio for the current year.
6. In addition, we have presented a schedule of revenues and allocated costs for Lincoln City as compared to overall company results of operations.

Every even year we present a CPI rate adjustment. This is a combination of the past two years CPI, multiplied by 85% of the total. This comes to 3.6%. We have delayed the rate increase this year for obvious reasons due to COVID-19. We are requesting the rate go into effect September 1, 2020.

It is our pleasure and privilege to serve the customers of Lincoln City. I will be available to present at your request, via in person or Zoom etc. Please feel free to contact me anytime if you have any questions or wish to discuss any of the items presented.

Best regards,



Tina French  
President



1726 SE HIGHWAY 101  
LINCOLN CITY, OR 97367

541.994.5555  
FAX 541.994.5525

WWW.NORTHLINCOLNSANITARY.COM



# Yard Waste/Organics

Holiday trees and greens, max of 6" diameter; no flocking/decorations. Check calendar or curbside tree pickup.



## Easy food scrap recycling

- Keep kitchen container near the sink
- Add food scraps
- When full, empty into your yard waste container



Grass clippings, weeds, leaves, tree branches, twigs, roots, & garden debris



Houseplants (no pots)



Dairy products (cheese, yogurt, etc.)



Coffee filters and grounds, tea bags, and tea leaves



Meat, fish, poultry, and bones



Fruit and vegetable scraps, leftovers, pumpkins



Bread, pasta, and grains



Eggshells and nutshells

**NO:**



**Remember: If you don't want it in your garden, don't put it in your container.**

- Plastics of any kind
- Compostable service ware
- Animal waste
- Animal carcasses
- Grease/oil
- Tissues
- Liquid
- Treated wood
- Dirt

Container Size: 96 gallons

## Be a Good Recycler

- No plastic bags
- Food scraps can be placed loose in container

## Tips:

- Place woody material in the bottom of the container
- If you do not like the mess, food scraps can be frozen until collection day
- Set out every other week with your recycle roll cart



## Council Communication

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### Ordinance 2020-19 Bard Rd. LID Amendment

Meeting Date:	August 24, 2020	Primary Staff Contact:	Richard Appicello
Department:	City Attorney	E-Mail:	RAppicello@lincolncity.org
Secondary Dept:		Secondary Contacts:	Lila Bradley
Approval:	Ronald F Chandler	Estimated Time:	10 mins.

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#### Question:

After requesting public comment on the Administrative fee pursuant to ORS 294.160:

Should the City Council conduct and approve First Reading of Ordinance 2020-19, and if *unanimous*, conduct and approve Second Reading of Ordinance 2020-19 and adopt the Ordinance?

### ORDINANCE 2020-19

#### AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING, ORDINANCE 2020-18 (SW BARD ROAD SANITARY SEWER LOCAL IMPROVEMENT DISTRICT) TO SET THE ADMINISTRATIVE FEE CONSISTENT WITH PRIOR APPROVED LOCAL IMPROVEMENT DISTRICTS

#### Staff Recommendation:

Staff recommends Council conduct and approve First Reading, and *if unanimous*, conduct and approve Second Reading and adopt Ordinance 2020-19.

#### Ordinance Authority:

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

**Background:**

See WHEREAS clauses. Corrects error in Administrative Fee in prior Ordinance.

**Council Options:**

1. Conduct and approve First Reading, and if unanimous, conduct and approve Second Reading;
2. Continue Second Reading to September 14, 2020 [or]
3. Do not proceed with proposed ordinance.

**Financial Impact**

None expected.

**Potential Motions:****ORDINANCE 2020-19**

**AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING, ORDINANCE 2020-18  
(SW BARD ROAD SANITARY SEWER LOCAL IMPROVEMENT DISTRICT) TO SET THE  
ADMINISTRATIVE FEE CONSISTENT WITH PRIOR APPROVED LOCAL  
IMPROVEMENT DISTRICTS**

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

*Council:*

1. Motion to approve First Reading; (if unanimous)

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

2. Motion to approve Second Reading and adopt Ordinance 2020-19.

**[or]**

2. Motion to set Second Reading for September 14, 2020

**Attachments:**

3768 Ordin 2020-19 Bard Rd amendment (DOCX)

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**ORDINANCE 2020-19**

**AN ORDINANCE OF THE CITY OF LINCOLN CITY AMENDING, ORDINANCE 2020-18 (SW BARD ROAD SANITARY SEWER LOCAL IMPROVEMENT DISTRICT) TO SET THE ADMINISTRATIVE FEE CONSISTENT WITH PRIOR APPROVED LOCAL IMPROVEMENT DISTRICTS**

WHEREAS, the Engineering report attached to Ordinance 2020-18 (Final Assessment for SW Bard Road Sanitary Sewer LID) mistakenly states that the administrative fee would be a percentage of the final assessment; and

WHEREAS, the City's costs for LID processing does not vary depending upon the amount of the assessment; in all prior LIDs the administrative fee has been a flat rate of \$100.00 which is based upon the actual amount of staff time and hourly rate to perform the work; and

WHEREAS, Council desires to correct the administrative fee for the SW Bard Road LID, consistent with prior LIDs; and

WHEREAS, consistent with ORS 294.160, members of the public were provided with an opportunity to comment on the proposed fee (although it is not technically an increase in most cases); and

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

**SECTION 1. Administrative Fee.** Notwithstanding statements in the Engineering Report attached to Ordinance 2020-18 to the effect that the administrative fee would be a percentage of the final assessment, the administrative fee for the Bard Road LID shall be \$100.00, consistent with prior LID final assessments.

**SECTION 2. No other amendments.** All other provisions of Ordinance 2020-18, not specifically amended by this Ordinance, remain in full force and effect.

**SECTION 3. 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 proceeding are incorporated into this section by reference as if fully set forth herein, and are adopted in support of this action.

**SECTION 4. Severability.**

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

4

5 **SECTION 5. Codification.**

6

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

13

14 The foregoing Ordinance was distinctly read by title only in accordance with Chapter IX,  
15 Section 9.2 of the City of Lincoln City Charter on the 24<sup>th</sup> day of August, 2020 (First  
16 Reading) and on the 24<sup>th</sup> day of August, 2020 (Second Reading).

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18 PASSED AND ADOPTED by the City Council of the City of Lincoln City this 24th day  
19 of August, 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

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### Resolution 2020-19 North Lincoln Sanitary Rate Review

Meeting Date:	August 24, 2020	Primary Staff Contact:	Debbie Bridges
Department:	Finance	E-Mail:	dbridges@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	10 Min

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**See Staff Memo under Public Hearing/Public Comment**

**Attachments:**

Resolution 2020-19 - Adopting Fee Increase NLSS (PDF)

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**RESOLUTION NO. 2020-19**

**A RESOLUTION OF THE CITY OF LINCOLN CITY ADOPTING AN INCREASE IN RATES FOR NORTH LINCOLN SANITARY SERVICE**

RECITALS

- A. 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).
- B. Section 13 of Ordinance No. 2006-11 establishes a methodology and standards for calculating rates for collection service based on various factors, and establishes a process for adjusting rates responding to increases in cost of living (CPI) or requirements of legislation, along with regular rate proceedings.
- C Ordinance No. 2006-11 does not limit the City of Lincoln City in approving other types of rate increases as deemed appropriate.
- D. The City provided an opportunity to comment on the proposed increase in fees established in this resolution as provided by ORS 294.160.

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

**Section 1. Rate Amendment.** After due consideration of the public comment, the requested rate increase from NLS of 3.60% is hereby approved, which is attached hereto, marked as Exhibit “A”, and incorporated by this reference herein. This increase raises the charge for standard residential service from \$20.56 to \$21.30.

**Section 2. Effective Date.** This resolution shall take effect September 1, 2020.

**PASSED AND ADOPTED** by the City Council of the City of Lincoln City this 24<sup>th</sup> day of August 2020.

\_\_\_\_\_  
DICK ANDERSON, MAYOR

ATTEST:

\_\_\_\_\_  
CATHY STEERE, CITY RECORDER

Lincoln City			
9/1/2020			
Service	Current Rate	Percent Increase	Proposed Rate
1C1XWRS	\$ 20.56	3.6%	\$ 21.30
1C2XMRS	\$ 15.45	3.6%	\$ 16.00
1C1XMRS	\$ 12.84	3.6%	\$ 13.30
ON CALL	\$ 8.05	9.4%	\$ 8.81
1C2XWRS	\$ 36.80	3.6%	\$ 38.12
1C3XWRS	\$ 54.24	3.6%	\$ 56.17
1C1XWCO	\$ 26.75	3.6%	\$ 27.71
1C2XMCO	\$ 19.12	3.6%	\$ 19.80
1C1XMCO	\$ 14.86	3.6%	\$ 15.39
ON CALL CO	\$ 10.05	7.8%	\$ 10.83
32RC1XWRS	\$ 20.56	3.6%	\$ 21.30
32RC2XMRS	\$ 15.45	3.6%	\$ 16.00
32RC1XMRS	\$ 12.84	3.6%	\$ 13.30
ON CALL 32RC	\$ 8.05	9.4%	\$ 8.81
ON CALL 32REC	\$ 6.96	27.5%	\$ 8.81
32RC1XWCO	\$ 26.75	3.6%	\$ 27.71
32RC2XMCO	\$ 19.12	3.6%	\$ 19.80
32RC1XMCO	\$ 14.86	3.6%	\$ 15.39
ON CALL 32RCC	\$ 10.05	7.8%	\$ 10.83
ON CALL 32RECO	\$ 8.96	21.5%	\$ 10.83
64RC1XWRS	\$ 33.55	3.6%	\$ 34.74
64RC2XMRS	\$ 20.51	3.6%	\$ 21.25
64RC1XMRS	\$ 15.74	3.6%	\$ 16.31
ON CALL 64RC	\$ 10.93	3.6%	\$ 16.10
ON CALL 64REC	\$ 9.03	31.7%	\$ 16.10
64RC1XWCO	\$ 39.19	3.6%	\$ 40.60
64RC2XMCO	\$ 24.06	3.6%	\$ 24.92
64RC1XMCO	\$ 17.53	3.6%	\$ 18.16
ON CALL 64RCC	\$ 12.64	7.3%	\$ 13.57
ON CALL 64RECO	\$ 10.74	27.2%	\$ 13.57
96RC1XWRS	\$ 44.49	3.6%	\$ 46.07
96RC2XMRS	\$ 25.52	3.6%	\$ 26.43
96RC1XMRS	\$ 19.09	3.6%	\$ 19.77
ON CALL 96RC	\$ 14.38	6.4%	\$ 15.31
ON CALL 96REC	\$ 11.59	33.3%	\$ 15.31
96RC1XWCO	\$ 53.11	3.6%	\$ 55.01
96RC2XMCO	\$ 29.68	3.6%	\$ 30.74
96RC1XMCO	\$ 20.80	3.6%	\$ 21.55
96RC2XWCO	\$ 95.43	3.6%	\$ 98.83
96RC3/WCO	\$ 140.26	3.6%	\$ 145.26
ON CALL 96RCC	\$ 16.09	6.2%	\$ 17.10
ON CALL 96RECO	\$ 13.31	29.5%	\$ 17.10

## Lincoln City

9/1/2020

Service	Current Rate	Percent Increase	Proposed Rate
1.0YD1XW	\$ 98.32	3.6%	\$ 101.83
1.0YD2XW	\$ 181.19	13.8%	\$ 206.15
1.0YD3XW	\$ 266.43	16.2%	\$ 310.07
1.0YD4XW	\$ 338.00	22.9%	\$ 416.20
1.0YD5XW	\$ 416.70	24.8%	\$ 521.18
1.0YD6XW	\$ 494.81	26.2%	\$ 626.26
1.0YD2XM	\$ 59.27	3.6%	\$ 61.38
1.0YD1XM	\$ 36.91	3.6%	\$ 38.23
1.5YD1XW	\$ 135.29	3.6%	\$ 140.12
1.5YD2XW	\$ 259.89	8.4%	\$ 281.96
1.5YD3XW	\$ 379.43	11.8%	\$ 424.62
1.5YD4XW	\$ 498.68	13.6%	\$ 567.32
1.5YD5XW	\$ 618.52	14.6%	\$ 709.93
1.5YD6XW	\$ 738.06	15.3%	\$ 852.58
1.5YD2XM	\$ 82.80	3.6%	\$ 85.76
1.5YD1XM	\$ 45.56	3.6%	\$ 47.19
4.0YD1XW	\$ 354.64	3.6%	\$ 367.30
4.0YD2XW	\$ 689.38	7.0%	\$ 737.80
4.0YD3XW	\$ 1,009.84	9.9%	\$ 1,110.59
4.0YD4XW	\$ 1,330.60	11.4%	\$ 1,483.33
4.0YD5XW	\$ 1,651.06	12.3%	\$ 1,856.12
4.0YD6XW	\$ 1,971.53	12.9%	\$ 2,228.91
4.0YD2XM	\$ 203.77	3.6%	\$ 211.05
4.0YD1XM	\$ 114.66	3.6%	\$ 118.75
5.0YD1XW	\$ 439.88	3.6%	\$ 455.59
5.0YD2XW	\$ 858.08	6.6%	\$ 914.66
5.0YD3XW	\$ 1,259.03	9.3%	\$ 1,376.49
5.0YD4XW	\$ 1,659.98	10.6%	\$ 1,838.33
5.0YD5XW	\$ 2,060.93	11.5%	\$ 2,300.16
5.0YD6XW	\$ 2,461.88	12.1%	\$ 2,762.01
5.0YD2XM	\$ 241.33	3.6%	\$ 249.95
5.0YD1XM	\$ 141.76	3.6%	\$ 146.82
6.0YD1XW	\$ 524.83	3.6%	\$ 543.57
6.0YD2XW	\$ 1,026.49	6.2%	\$ 1,090.85
6.0YD3XW	\$ 1,507.93	8.8%	\$ 1,641.38
6.0YD4XW	\$ 1,989.36	10.1%	\$ 2,191.91
6.0YD5XW	\$ 2,471.10	10.9%	\$ 2,742.40
6.0YD6XW	\$ 2,951.94	11.4%	\$ 3,293.02
6.0YD2XM	\$ 283.95	3.6%	\$ 294.09
6.0YD1XM	\$ 168.57	3.6%	\$ 174.59

## Lincoln City

9/1/2020

Service	Current Rate	Percent Increase	Proposed Rate
10yd Compactor	\$ 535.30	3.9%	\$ 554.41
15yd Compactor	\$ 668.74	4.0%	\$ 692.60
20yd Compactor	\$ 804.35	4.7%	\$ 833.05
25yd Compactor	\$ -		\$ 1,152.31
30yd Compactor	\$ 1,471.58	0.0%	\$ 1,438.40
10yd Drop Box	\$ 319.42	2.9%	\$ 330.82
20yd Drop Box	\$ 430.81	3.4%	\$ 446.18
30yd Drop Box	\$ 549.40	3.6%	\$ 569.00
40yd Drop Box	\$ 718.01	0.2%	\$ 718.00
47yd Drop Box	\$ 786.40	0.3%	\$ 786.40
ACM 1 Box			
10yd ACM 1 Box	\$ -		\$ 1,165.27
20yd ACM 1 Box	\$ -		\$ 1,424.84
30yd ACM 1 Box	\$ -		\$ 1,684.42
40yd ACM 1 Box	\$ -		\$ 1,943.99
ACM 2 Boxes			
10yd ACM 2 Boxes	\$ -		\$ 841.33
20yd ACM 2 Boxes	\$ -		\$ 1,088.90
30yd ACM 2 Boxes	\$ -		\$ 1,348.48
40yd ACM 2 Boxes	\$ -		\$ 1,608.05
Extra Can RS	\$ 4.46	3.6%	\$ 4.62
Extra Can CO	\$ 5.05	3.6%	\$ 5.24
Extra 96Rec	\$ -		\$ 4.62
Valet	\$ 2.69	3.6%	\$ 2.78
Extra Yd of Refuse	\$ 28.00	3.6%	\$ 28.99
1.0yd Temp Cont	\$ 31.86	3.6%	\$ 33.00
1.5yd Temp Cont	\$ 42.29	3.6%	\$ 43.81
COC Extra Dist/25' 1/WCO	\$ 2.15		\$ 2.54
COC Extra Dist/25' 2/MCO	\$ 1.41		\$ 1.67
COC Extra Dist/25' 1/MCO	\$ 1.04		\$ 1.41
Drive in Time 15 sec 1/W	\$ 5.87		\$ 6.93
Drive in Time 15 sec 2/M	\$ 3.85		\$ 4.55
Drive in Time 15 sec 1/M	\$ 2.84		\$ 3.36
KT Monthly Fee	\$ 25.00		\$ 25.00
On Call Monthly Fee	\$ 5.00		\$ 5.00
Inerts			
10yd Drop Box	\$ 228.36	21.2%	\$ 276.84
20yd Drop Box	\$ 279.58	9.8%	\$ 306.84
Recycle Center Fees			
Co-Mingle per 32 gal	\$ 5.00	0.0%	\$ 5.00
Dry Cell Batteries	\$ 1.00	0.0%	\$ 1.00

# Council Communication

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## Ec Dev: Local Program Support Grant Request - SBDC

Meeting Date:	August 24, 2020	Primary Staff Contact:	Alison Robertson
Department:	Urban Renewal	E-Mail:	alisonr@lincolncity.org
Secondary Dept:	Administration	Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	10 Min

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### Background

In February 2013 the City's Urban Renewal Agency approved the Local Program Support Grant as part of the Agency's Economic Development Toolbox. In January 2020 the City approved the same tool to be made available (as funding permits) to those located within City limits, rather than those only located within the Year 2000 Development (Urban Renewal) Plan District/Area.

The goal of this program is to provide an annual financial assistance program for local organizations involved in Economic Development activities that support City goals and provide services to businesses within City limits.

Similar to the URA tool, the program provides grants up to \$10,000, which are subject to availability. Multiple grants to one organization, for different economic development programs are available, so long as the total amount does not exceed \$25,000 in any one year.

Eligible activities can include, but not be limited to, scholarships for training courses, tuition for Small Business Management Program, technical assistance programs, networking programs. Activities must serve businesses located within the City.

In March 2013, the Urban Renewal Agency approved the first grant request to Oregon Coast Community College's (OCCC) Small Business Development Center (SBDC). SBDC grants made by the Agency have included:

- FY 13-14: \$16,900 approved (\$12,489 was issued; \$4,211 was not spent)
- FY 14-15: \$19,000 approved (\$15,503 issued; \$3,497 was not spent)
- FY 15-16: \$19,800 approved (\$12,922 issued; \$6,878 was not spent)
- FY 16-17: \$19,800 approved (\$13,424 issued; \$6,576 was not spent)
- FY 17-18: \$20,000 approved (\$15,355 issued; \$4,645 was not spent)
- FY 18-19: \$20,000 approved (\$7,880 issued; \$12,120 was not spent)
- FY 19-20: \$20,000 approved (\$6,116 issued; \$13,884 was not spent)

### Request

**For this year the SBDC has submitted an application to the City for \$24,900 with 3 proposed projects to receive grant funds for businesses located within the City.** Their email with information is attached and in brief includes:

- Proposed Project #1 – Small Business Management (SBM) Program Scholarship  
\$9,900 Requested

Would provide businesses with scholarship for one-year program (3 terms per academic year) for in-depth business instruction and one-on-one, monthly counseling. Students may be asked to pay \$50 facilities fees per term.

- Proposed Project #2 – Covid-19 Business Recovery & Redevelopment Advising  
\$10,000 Requested

As businesses in Lincoln City strive to reimagine processes and models in the wake of the Covid-19 crisis, the OCCC SBDC expects to see a far greater demand for free, confidential, one-on-one advising in the year ahead. Should we encounter a 'second spike', or a prolonged version of the present situation, this demand will only be higher. This program will ensure up to 500 additional hours avail for LC entrepreneurs

- Proposed Project #3 – Small Business Classes & Workshops (Tuition Scholarships)  
\$5,000 Requested

Through this program, the OCCC SBDC will be able to offer no-cost workshops and training to businesses throughout Lincoln City. Coursework will include not only OCCC-produced content tailored to the current emergency environment, from marketing to accounting and human resources management, but also open up online offerings from around the state, content focused on 'building back better' & next steps.

For all programs, the SBDC tracks feedback from client business students and can make copies available to Urban Renewal to gauge program effectiveness.

It is possible that the City or Urban Renewal Agency gets other applications for FY 2020-21 grant funds, although staff has not received any direct inquiries from potential applicants at this time.

### **Need**

Providing scholarship funding supports the programs and encourages participation by our local business owners and employees making these opportunities available in Lincoln City. Business assistance is in particularly high need with the COVID-19 pandemic.

### **Alternatives Considered**

Create similar class offerings

Contract with business evaluation professional for individualized services

### **Associated Costs**

Total Request: \$24,900

No other associated costs are anticipated for the City.

### **Budget**

\$25,000 has been allocated in City Economic Development Grants for the FY 2020-21. While the funding allocation has been on hold due to COVID-19 impacts on City revenues, staff can delay other work in Contracted Services for Economic Development (which are not on hold) to cover the costs of this grant request during a particularly challenging time for our local small businesses.

### **Action**

**Consider approval of the Local Program Support City Grant request to the Small Business Development Center in the amount of \$24,900.**

### **Attachments**

- 1) SBDC Grant Request Email Letter (dated July 13, 2020)

**Attachments:**

2020\_SBDC\_LocalPgrmSupportApp (PDF)

**Alison Robertson**

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**From:** Price, Dave <dave.price@oregoncoast.edu>  
**Sent:** Monday, July 13, 2020 10:37 AM  
**To:** Alison Robertson; Jodi Mescher  
**Cc:** Hill, Shirley  
**Subject:** Applications for the OCCC SBDC  
**Attachments:** URA\_2020\_App\_Classes.pdf; URA\_2020\_App\_SBM.pdf; URA\_2020\_App\_Advising.pdf

Hello,

Attached please find three applications for the Local Program Support program within the Lincoln City Economic Development Toolkit.

The programs total \$24,900

- \$9,900 Small Business Management Program (11 participants @ \$900, excludes overhead costs)
- \$10,000 Advising Supports (Covers partial cost of increased small business advising (500 hours target); this addresses the increased demand we have seen, and which expect to see continue and increase, from Lincoln City businesses as they navigate recovery from Covid.
- \$5000 Classes & Workshops Tuition: This will include tuition for programs offered by all SBDC's across Oregon, allowing Lincoln City firms the ability to take advantage of the best instructors and instruction available in the state, and the topics most narrowly focused on their particular needs and challenges during this unprecedented time.

Please don't hesitate to contact me with any questions or concerns.

Dave

Dave Price

<https://bit.ly/LincolnRecovery>

Director, Marketing and Community Engagement

Director, Small Business Development Center

541-994-4166





## Lincoln City Urban Renewal and Economic Development Application for Assistance

### 1. Economic Development Program requested:

(See Economic Development Toolbox program descriptions)

Local Program Support

### 2. Applicant / Operating Business

Name: OCCC Small Business Dev. Center

Tax ID#: 93-0951996

Mailing Address: 3788 SE High School Dr  
Lincoln City, OR 97367

Project Address: Same

Contact Person: Dave Price, Director

Phone: 541-994-4166

Email: dave.price@oregoncoast.edu

### 3. Owner of property (if not applicant)

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### 4. Brief description of the proposed project:

SMALL BUSINESS MANAGEMENT PROGRAM Through this program, as in past years, the SBM will be available to Lincoln City businesses that might otherwise be unable to afford this top-caliber instruction and counseling package. The program delivers a powerful combination of in-depth business instruction and one-on-one advising. Project cost is based on standard \$300/term tuition (3terms/yr). As the city emerges from the first blows of the Covid-19 crisis, we believe the SBM will be a critical tool.

5. Estimated project completion date: June 2021

6. Total cost of project: \$11,900

7. Amount of Loan/Grant request: \$9,900

### 8. For Energy Efficiency programs:

Total Incentives: \_\_\_\_\_ Total Credits: \_\_\_\_\_

**9. If applicant is not the owner of the subject property, does applicant have:**

Lease: \_\_\_\_\_ Yes \_\_\_\_\_ No Expires: \_\_\_\_\_  
Other: \_\_\_\_\_

**10. To be included with application:**

_____ Authorization from Property Owner (as needed)	_____ Evidence of ownership page (Business and Property, as applicable)
_____ Plot plan (as needed)	_____ Preliminary design drawings (as needed)
_____ Cost estimate from licensed contractor (as applicable)	_____ Property equity information
_____ Energy Assessment and evidence of project registration (for Energy Efficiency programs)	

**11. Applicant to Coordinate with Planning and Public Works Departments**

The applicant understands that the approval of funding is separate from any required reviews, approvals, building permits, fees, and/or any granting of change in property use.

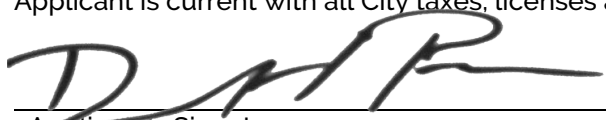
The applicant and the property owner are responsible to coordinate with the appropriate County and/or City Planning and Public Works Departments.

**12. Certification by Applicant**

The applicant certifies that all information in this application, and all information furnished in support of this application is true and complete to the best of the applicant's knowledge.

If the applicant is not the owner of the property to be renovation, or if the applicable business is a partnership, corporation, etc. rather than an individual, the applicant certifies that he/she/they has the authority to sign and enter into an agreement to perform any renovation or other work associated with this proposed project, on the property.

Applicant is current with all City taxes, licenses and fees.

 7.13.20

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Applicant's Signature Date

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Applicant's Signature Date

**Return completed application and all necessary attachments to:**

Lincoln City Urban Renewal  
801 SW Hwy 101 – P.O. Box 50  
Lincoln City, Oregon 97367

For additional information, call Lincoln City Urban Renewal at 541-996-1095



## Lincoln City Urban Renewal and Economic Development Application for Assistance

### 1. Economic Development Program requested:

(See Economic Development Toolbox program descriptions)

Local Program Support

### 2. Applicant / Operating Business

Name: OCCC Small Business Dev. Center

Tax ID#: 93-0951996

Mailing Address: 3788 SE High School Dr  
Lincoln City, OR 97367

Project Address: Same

Contact Person: Dave Price, Director

Phone: 541-994-4166

Email: dave.price@oregoncoast.edu

### 3. Owner of property (if not applicant)

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### 4. Brief description of the proposed project:

Covid-19 Business Recovery & Redevelopment Advising

As businesses in Lincoln City strive to reimagine processes and models in the wake of the Covid-19 crisis, the OCCC SBDC expects to see a far greater demand for free, confidential, one-on-one advising in the year ahead. Should we encounter a 'second spike', or a prolonged version of the present situation, this demand will only be higher. This program will ensure up to 500 additional hours avail for LC entrepreneurs.

5. Estimated project completion date: June 2021

6. Total cost of project: \$25,000

7. Amount of Loan/Grant request: \$10,000

### 8. For Energy Efficiency programs:

Total Incentives: \_\_\_\_\_ Total Credits: \_\_\_\_\_

**9. If applicant is not the owner of the subject property, does applicant have:**

Lease: \_\_\_\_\_ Yes \_\_\_\_\_ No Expires: \_\_\_\_\_  
Other: \_\_\_\_\_

**10. To be included with application:**

_____ Authorization from Property Owner (as needed)	_____ Evidence of ownership page (Business and Property, as applicable)
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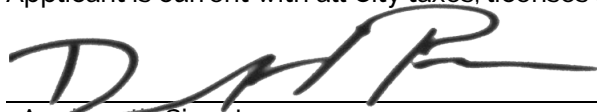
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Local Program Support

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 Phone: 541-994-4166  
 Email: dave.price@oregoncoast.edu

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Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

### 4. Brief description of the proposed project:

Small Business Classes & Workshops: TUITION SCHOLARSHIPS

Through this program, the OCCC SBDC will be able to offer no-cost workshops and training to businesses throughout Lincoln City. Coursework will include not only OCCC-produced content tailored to the current emergency environment, from marketing to accounting and human resources mgmt, but also open up online offerings from around the state, content focused on 'building back better' & next steps.

5. Estimated project completion date: June 2021

6. Total cost of project: \$5,000

7. Amount of Loan/Grant request: \$5,000

### 8. For Energy Efficiency programs:

Total Incentives: \_\_\_\_\_ Total Credits: \_\_\_\_\_

**9. If applicant is not the owner of the subject property, does applicant have:**

Lease: \_\_\_\_\_ Yes \_\_\_\_\_ No Expires: \_\_\_\_\_  
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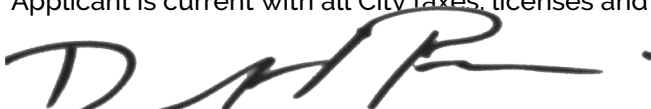
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 7.13.20

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Applicant's Signature Date

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Applicant's Signature Date

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Lincoln City Urban Renewal  
801 SW Hwy 101 – P.O. Box 50  
Lincoln City, Oregon 97367

For additional information, call Lincoln City Urban Renewal at 541-996-1095

## Council Communication

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### Ec Dev: Commercial Lease - Salmon Drift Creek Watershed Council Request for Rent Reduction

Meeting Date:	August 24, 2020	Primary Staff Contact:	Ronald F Chandler
Department:	Administration	E-Mail:	RChandler@lincolncity.org
Secondary Dept:	Administration	Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	10 Min

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#### Background

The City leases unneeded commercial space to tenants, one of which is the Salmon Drift Creek Watershed Council (SDCWC), a local non-profit and community partner. SDCWC has been a tenant since September 1, 2016, and they are on an two year lease.

In 2018, SDCWC asked for a reduction to similar leased amounts for the other non-profit tenants in Lincoln Square and that request was approved by the City.

The current lease expires 8/31/2020 with rent payments of \$234.42/month (annual City revenue of \$2,813.04) and payments are current as of July.

#### Request

Please see attached request to revise lease payments to \$0.

#### Action

Consider request from Salmon Drift Creek Watershed Council for rent reduction. Reduction could be for less than the entire lease term.

#### Attachments:

SDCWC\_Request\_2020\_RentReduction (PDF)

Salmon Drift Creek Watershed Council 2018-2020 Lease (PDF)

**From:** Paul Katen [redacted]  
**Sent:** Monday, August 3, 2020 9:50 PM  
**To:** Pam Wiren <[pwiren@lincolncity.org](mailto:pwiren@lincolncity.org)>  
**Cc:** Paul Katen [redacted]  
**Subject:** Fwd: SDCWC Lease

Pam,

Thank you for the reminder that our lease renewal is due. Please send final signed copies to:

[redacted]

However, I would like to provide you with some additional information that I hope will result in a rent reduction.

We are being effected very much by these hard times as a result of the COVID-19 pandemic.

Like other organization dependent on grants to fund our operation, we have been struggling to get new grants - we are completely grant supported which are used for that specific project.

Oregon Watershed Enhancement Board (OWEB) has been our main source of funds over the years. They get their funds from the lottery and as a result they have hit on hard times as well.

They have cut back staff, cut back the amount of money that is available for grants, and have cancelled or severely curtailed funding projects like water quality studies which we have been receiving since 2000 and has been the mainstay of our organization.

As a result, when the current water quality grant ends, we do not have a new grant coming in the immediate future, but do plan to apply in the next OWEB funding cycle.

We need to make serious cost reductions as a result of this COVID-19 pandemic impact on the grants we receive, which is effecting our income and thus funds available for expenses like rent.

A reduction in rent would be a big help and could make a difference on our ability to continue to operate and benefit the City.

Also I would also like to ask you to think of us as similar to and to evaluate us like the Back Packs for Kids Program (who occupy the space across the hall).

More specifically, when you calculate our rental rate please consider using a similar billing rate that the City charges the Back Pack for Kids organization.

We are both 501(C) 3 organizations. The SDCWC is a registered non-profit Oregon Corporation that is exempt from both state and federal taxes - we are both considered to be a socially beneficial organization.

Both organizations provide important services to help improve the quality of life in the Lincoln City community. Almost all of our work is aimed at improving the quality of life in this community.

Our efforts this summer are to improve the water quality in Schooner Creek the primary water source for Lincoln City.

To do this work we have grants from a variety of organizations to fund this work, including OWEB, the US Forest Service, Drinking Water Providers Partnership Program, and the Siuslaw National Forest Stewardship program. Effectively we bring outside money to do work which benefits the City.

We worked closely with City staff to get a grant from the Oregon Health Department, which funds the City through Business Oregon. As a result of this grant the SDCWC presently has a contract with Lincoln City Public Works to reduce the sediment getting into Schooner Creek from Schooner Creek Road.

As I mentioned, much of what we do is a benefit to the City. The focus of this work is to improve the water quality in Schooner Creek, which should impact the operation of the Lincoln City drinking water treatment plant and to reduce the plant's operating costs.

Secondly, we have been doing a number of other projects on Schooner Creek funded by OWEB, the Forest Service, and the Natural Resources Conservation Service to keep cattle out of the stream (again improving water quality) and planting trees along the creek to shade the water and thus improve the habitat for salmon.

Finally, our current water OWEB water monitoring project is aimed to finding problem creeks and direct ocean outfalls that can potentially impact the water quality on Lincoln City beaches. The scope of this study is to see if any of the smaller creeks or the ocean outfalls impact the beach like we often see happening where Devils Lake enters to the ocean at D-River wayside that results in health warnings. FYI, the smaller creeks in this study are, Agnes, Baldy and Logan Creeks, and an ocean outfall is any other type of wetland or drainage that flows from various neighborhoods in Lincoln City out onto the beach.

I hope you can consider our present funding situation and that we also provide a significant community service and benefit to Lincoln City through our grant work.

Please give us serious consideration for a reduction in our monthly rent.

If you have any questions, please contact me and we can discuss this.

Thank you.  
Paul Katen  
Salmon Drift Creek Watershed Council  
541 996-3161

**CITY OF LINCOLN CITY  
OFFICE LEASE**

**RECEIVED**

Date: August 23, 2018

Between: City of Lincoln City ("Landlord")  
PO Box 50, Lincoln City, OR 97367

And: Salmon Drift Creek Watershed Council ("Tenant")  
PO Box 112, Neotsu, OR 97364

SEP 12 2018

CITY OF LINCOLN CITY  
LINCOLN CITY OR

Landlord leases to Tenant and Tenant leases from Landlord the property described in the following Section 1 (the "Premises") on the terms and conditions stated below:

**Section 1. Lease Terms**

- 1.1 Date of Lease:** September 1, 2018
- 1.2 Tenant:** Salmon Drift Creek Watershed Council-  
Attn: Board President  
Premises Address: 801 SW Hwy 101, Lincoln City, OR 97367  
Notice Address: PO Box 112, Neotsu, OR 97364
- 1.3 Landlord:** City of Lincoln City - City Manager  
Notice Address: PO Box 50, Lincoln City 97367
- 1.4 Premises:** An office located on the first floor of the Lincoln Square Building.
- 1.5 Premises Rentable Area:** Approximately 748.35 square feet, as shown on Exhibit A, and storage area of approximately 60 square feet.
- 1.6 Permitted Use of Premises:** Premises will be used as an office. Tenant will use the office to conduct their day-to-day operations. The storage area will be used to store supplies and equipment necessary for Tenant to conduct business.
- 1.7 Common Areas:** The parking areas, together with the walks, service areas, public service driveways, restrooms, and other facilities designed for the common use of Landlord and all tenants of Lincoln Square and their employees, invitees, and customers.
- 1.8 Initial Term of Lease:**  
Lease Commencement Date: September 1, 2018  
Lease Expiration Date: August 31, 2020  
Rent Commencement Date: September 1, 2018
- 1.9 Initial Base Rent:** \$234.42 per month
- 1.10 Security Deposit:** None
- 1.11 Parking:** Tenant will be able to use the shared parking lot located on Highway 101. Tenant can also use the parking lot located on the roof of McKay's Market.
- 1.12 Exhibits:** Exhibit A- floor plan of Premises (does not include storage space)

THIS OFFICE 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 Section 1. The Lease Terms, the Exhibits, the Addendum or Addenda described in the Lease Terms, and this Office 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:

## **Section 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. Tenant shall require compliance with Lease terms and conditions by all its directors, officers and members.

**2.2 Term.** The Initial Term of this Lease is set forth in Section 1.8 above. Once the Initial Term of this Lease expires, the Lease will automatically extend on a monthly basis unless Landlord or Tenant provides a written notice of lease termination to the other party in accordance with Section 12 herein.

**2.3 Common Areas.** Tenant will have the nonexclusive right (in common with Landlord, and any other person granted use by Landlord) to use the Common Areas as defined in Section 1.7 above.

**2.4 Parking.** Tenant agrees to limit parking within the Highway 101 parking lot to no more than three (3) vehicles at one time. Should Tenant require more parking for particular circumstances, such as meetings, Tenant has the right to use up to three (3) spaces on the parking lot located on the roof of McKay's Market. Landlord shall have the right to require a parking sticker and / or to designate Tenant's parking spaces. It is a violation of this lease for Tenant, or its members, to use parking spaces in either parking lot for storage of vehicles, including but not limited to recreation vehicles, or commercial vehicles.

## **Section 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 hereinafter defined), 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 thirty (30)-day month for the number of days during that partial month the Premises are occupied by Tenant.

**3.2 Additional Rent.** The term *Additional Rent* means amounts set forth under this Section 3.2 and any other sums payable by Tenant to Landlord under this Lease. Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, limited to charges for telephone and data transmission or electronic services (satellite transmission, telephone, internet service, and cable service). Electricity and water charges shall be paid by the City of Lincoln City.

**3.2.1 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 Interest.** Rent not paid when due will bear interest until paid at the lesser of (i) the rate of one and one-half percent (1 ½%) per month, or (ii) the maximum rate of interest then permitted by law.

**3.4 Property Taxes.** Tenant shall pay as due all taxes on its personal property located on the Premises and any real property taxes that may be assessed on the Premises due solely to Tenant's use. As used herein, real property taxes includes any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Landlord or Tenant.

## **Section 4. Use of Premises**

**4.1 Permitted Use.** Tenant may use the Premises for Tenant's Permitted Use 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 uses or 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 or change the wiring or plumbing of the Building or Premises. 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.

**4.3 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, imposes 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 Law 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. Landlord has paid for an ADA inspection of the Premises. Tenant shall be provided with a list of necessary improvements needed to bring Premises into compliance with the ADA. Tenant is fully responsible for making the needed improvements. Landlord is responsible for compliance with the provisions of Title III of the ADA with respect to the exterior of the Building and the Land including sidewalks and walkways and the like, together with all entrances, lobbies, elevators, common restrooms, and the other common areas of the Building. References in this Lease to "Laws" are deemed to include the ADA.

**4.3.2 Environmental Law Compliance.** For purposes of this Section, the term *Hazardous Substances* means and includes all hazardous and toxic substances, waste, or materials, 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.

**4.4 Rules and Regulations.** Landlord may make and Tenant will comply with all rules and regulations of the Building and the Property (the "Rules") as Landlord may revise and enforce the Rules from time to time. The Rules are in addition to and will not be construed to modify or amend this Lease in any way, and in the event of any conflict between the terms of this Lease and any Rule, the terms of the Lease will govern.

## **Section 5. Maintenance and Repair**

**5.1 Landlord Repairs.** Landlord will repair, maintain, and/or replace, where necessary, the roof, foundation, exterior walls, interior structural walls, all structural components, and all systems such as

mechanical, electrical, HVAC, and plumbing systems of or in the Building and the Premises. 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 above, Tenant will:

(a) maintain all portions of the Premises and fixtures situated within the Premises in neat, clean, orderly and sanitary condition and 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 repairs and replacements to all portions of the Premises that become necessary by reason of Tenant's use and occupancy of the Premises;

(d) become responsible for all improvements within the Premises, including but not limited to floor covering, lighting, wiring for computers, and painting.

(e) not commit waste to the Premises, Building, Common Areas, or Property. If Tenant fails to perform Tenant's obligations under this Section or under any other Section of this Lease, after ten (10) business days' prior 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 twelve percent (12%) 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.** All costs of repair and maintenance incurred by Landlord under Section 5.1 will be considered Operating Expenses for purposes of this Lease, except that Tenant will reimburse Landlord upon demand for the cost of repair incurred by Landlord for damage caused by the negligent or intentional acts or any breach of this Lease by Tenant, its employees, contractors, agents, or invitees.

**5.4 Cleaning.** Tenant shall contract with a janitorial service for not less than monthly cleaning of the Premises to a reasonable standard. Tenant or the janitorial service will provide all necessary supplies for cleaning.

## **Section 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. Landlord and Landlord's agents, contractors, and employees shall have the right from time to time during the Lease Term, in accordance with the notice requirements outlined in Section 14, to enter the Premises for the purpose of maintaining the structural portions of the Premises and making such improvements, alterations, additions, and repairs and doing such other things to the building or its equipment as may become necessary or advisable, without any interference or claim for damages from Tenant.

**6.2 Alterations by Tenant.** Tenant will not make any alterations, additions, or improvements to the Premises or the Building that require a local government building permit, modify the color of the interior of the Premises, or install any wall or floor covering therein without obtaining Landlord's prior written consent, which consent Landlord may withhold in Landlord's sole discretion. If Landlord consents in writing to any proposed alteration of the Premises, Tenant will (i) contract only with a Landlord-approved contractor for the performance of the alterations, (ii) obtain all necessary governmental permits and approvals and deliver copies thereof to Landlord, and (iii) cause all alterations to be completed in compliance with Landlord-approved plans and specifications with all due diligence. All alterations will be performed in a manner so as to minimize any interference with the quiet enjoyment of other occupants of the Building. 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 and approval by Landlord, and Landlord may post notices of nonresponsibility 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.

## **Section 7. Utilities Provided, Security**

**7.1 Utilities Provided.** Landlord will pay for electric and water service. Tenant will not be required to pay Landlord for such services unless usage increases unreasonably, in which case the landlord may require contribution towards such utilities. Tenant shall furnish and supply, at its own expense, telephone service, internet service, and any other desired convenience or service beyond electric and water service, for use in the Premises. Tenant shall implement a reasonable energy conservation program including but not limited to:

- (a) Making sure heat is turned down appropriately when the Premises are not in use;
- (b) Turning off lights when the Premises are not, or a room is not, in use; and
- (c) Turning off computers when not in use.

**7.2 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.

## **Section 8. Signs and Other Installations**

No signs, awnings, or other apparatus will be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as 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. Landlord reserves the exclusive right to use for any purposes whatsoever the roof and exterior walls of the Premises.

## **Section 9. Insurance**

**9.1 General Liability Insurance.** Tenant, at its expense, will maintain at all times during the Term of this Lease, commercial general liability insurance in respect of the Premises and the conduct or operation of business therein, naming Landlord as an additional insured, with limits of not less than the tort claim limits for local government established by Oregon law including the Oregon Tort Claims Act, ORS 30.260 through 30.270. Current limits established by the Oregon State Court Administrator are as follows:

- Pursuant to ORS 30.272(2) and (3), the limitations applicable to local public bodies for personal injury and death are adjusted to \$727,200 for any single claimant and \$1,454,300 for all claimants.
- The limitations on liability for local public bodies for property damage or destruction are adjusted to \$119,300 for any single claimant and \$596,400 for all claimants. These limitations apply to all causes of action arising on or after July 1, 2018, and before July 1, 2019.

Insurance shall be adjusted annually as required by the Oregon tort claim limits:

<https://www.courts.oregon.gov/Pages/tort.aspx>

All such insurance will ensure the performance by Tenant of the indemnity agreements of this lease, including 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 certificates of insurance, in form reasonably satisfactory to Landlord, issued by the insurance company or its authorized agent, by the Lease Commencement Date. The amounts of insurance shall be adjusted from time to time as necessary to provide at least amounts of insurance consistent with the limits of liability for government entities.

**9.2 Fire Insurance.** Tenant shall not permit anything to be done on or about the Premises that will increase the fire insurance rating for Premises above that which would otherwise apply to an office building. Tenant shall maintain in full force and effect during the Lease Term a policy of fire insurance on its personal property and fixtures, equipment, and supplies that are kept within the Premises. Landlord shall keep the Building insured for the full replacement cost value against fire and other risks covered by a special form endorsement.

#### **Section 10. Indemnity**

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

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

#### **Section 11. Fire or Casualty**

**11.1 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 thirty (30) days after the date of the Major Damage. *Major Damage* means damage by fire or other casualty to the Building or the Premises (i) that causes the Premises or any substantial portion of the Building to be unusable, (ii) the repair of which will cost more than twenty-five percent (25%) of the replacement value of the Building, or (iii) 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 Building or 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 Building or 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. In the event 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.

**11.2 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.

**Section 12. Termination.** Except where otherwise provided, Landlord may terminate this Lease by giving Tenant 90 days written notice of termination. Tenant may terminate this Lease by giving Landlord 30 days written notice of termination.

**Section 13. Default**

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

**13.1.1** Failure by Tenant to pay Rent or any other charge due under this Lease within twenty (20) days of its due date.

**13.1.2** Failure by Tenant to comply with any other obligation of this Lease within twenty (20) days following written notice from Landlord specifying the failure (except in the case of emergency, in which event Landlord will be required to give only such notice as is reasonable under the circumstances); however, if the nature of Tenant's default requires more than twenty (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 twenty (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 ninety (90) days after the date of Landlord's notice of default.

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

**13.1.4** Tenant's failure to timely execute and deliver to Landlord the documents described in Section 20 within ten (10) days of written notice from Landlord.

**13.1.5** Tenant becomes insolvent or is declared bankrupt, or a receiver is appointed to take charge of or conduct the affairs of Tenant.

**13.2 Remedies for Default.** Upon the occurrence of an Event of Default described in Section 13.1, 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:

**13.2.1** Landlord may terminate this Lease, reserving all rights to recover 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 Building and otherwise complies with Law.

**13.2.2** 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. Landlord may periodically sue Tenant to recover damages as they accrue, and no action therefore 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.

**13.3 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 the rate of nine percent (9%) per annum. 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, and the contents of this Section 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.

**13.4 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 twenty (20) working 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 twenty (20) days are required for its cure, then Landlord will not be deemed to be in default if Landlord commences performance within the twenty (20) working 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.

**13.5 Dispute Resolution.**

**13.5.1 Disputes Subject to Mediation.** Any dispute between the parties relating to the interpretation of their rights and obligations under this Lease will be resolved by mediation in accordance with the provisions of this Section 13.5. Notwithstanding the foregoing, this Section 13.5 will not be applicable to any dispute concerning the payment of Rent or use of the Premises.

**13.5.2 Initial Mediation.** With respect to any dispute in which the amount in controversy is less than one thousand dollars (\$1,000.00), 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. In the event that the parties are unable to resolve the dispute or controversy within thirty (30) days of the date a controversy arises, or if the amount in controversy is more than one thousand dollars (\$1,000.00) either party may, by delivering five (5) 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 fifteen (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 either party will have the right to proceed with litigation.

**Section 14. Notices**

All notices, demands, consents, approvals, and other communications provided for herein will be invalid unless set forth in writing and delivered by facsimile transmission, email, overnight air 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. If any communication is given by mail, it will be effective upon the earlier of (a) forty-eight (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; and if given by personal delivery or by overnight air courier, when delivered.

**Section 15. Access; Moving Procedures**

**15.1 Landlord's Right of Access.** Landlord has the right to access the Premises at any time.

**15.2 Moving Furniture and Bulky Articles.** Following at least twenty-four (24) hours' written notice to Landlord, Tenant may move furniture and bulky articles in and out of the Building.

**Section 16. 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 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.

### **Section 17. 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 evict Tenant from the Premises and recover all damages resulting from Tenant's wrongful holdover.

### **Section 18. 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 Property, Premises, Building, or Common Areas, except reasonable quantities of cleaning supplies and office supplies 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, 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, its agents, employees, or invitees on, in, or about the Property, Premises, the Building, or the Common Areas that occurs during the term of this Lease. Tenant and Landlord will promptly notify the other of any release of Hazardous Materials in, on, or about the Property, Premises, the Building, or Common Areas that the other party, its agents or employees, become aware of during the Term of this Lease.

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, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state, or local law, (ii) petroleum, and (iii) asbestos. The provisions of this Section 18, including, without limitation, the indemnification provisions set forth herein, will survive any termination of this Lease.

### **Section 19. 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.

**Section 20. Estoppel**

At any time and from time to time upon not less than ten (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.

**Section 21. 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.

**Section 22. 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.

**Section 23. 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.

**Section 24. 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.

**Section 25. Captions**

The 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.

**Section 26. Consent**

Except where 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.

**Section 27. 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.

**Section 28. Sale by Landlord**

Landlord agrees not to sell or otherwise dispose of its interest in the subject Property at any time during the term of this Lease.

**Section 29. Complete Agreement; No Implied Covenants**

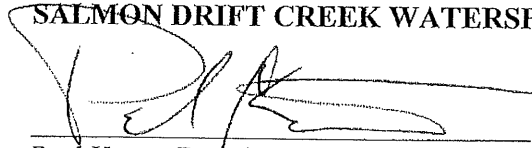
This Lease and the attached Exhibits and schedules, if any, contain the entire agreement of the Landlord and Tenant concerning the Premises, Building, Common Areas, and Land, and all prior written and oral agreements and representations between the parties are void. Landlord and Tenant agree that there 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.

**Section 30. Successors**

This Lease will bind and inure to the benefit of the parties, their respective heirs, successors, and permitted assigns.

INTENDING TO BE BOUND, the parties have executed this Agreement as of the date written below.

**SALMON DRIFT CREEK WATERSHED COUNCIL (TENANT):**



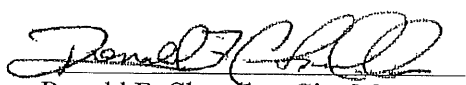
Paul Katen, Board President  
Salmon Drift Creek Watershed Council

8/28/2018  
Date

**ORDER**

Pursuant to ORS 271.360 the governing body hereby approves and authorizes the terms of this lease as set forth above.

**CITY OF LINCOLN CITY (LANDLORD):**

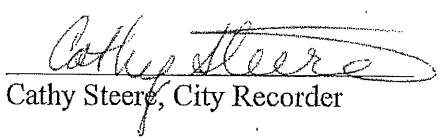


Ronald F. Chandler, City Manager  
Authorized by the City Council  
City of Lincoln City

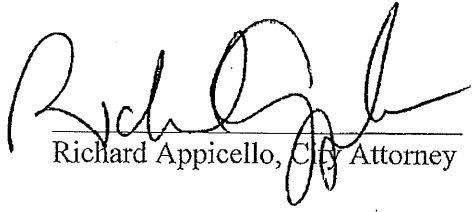
9/5/18  
Date

Attest:

APPROVED AS TO FORM:

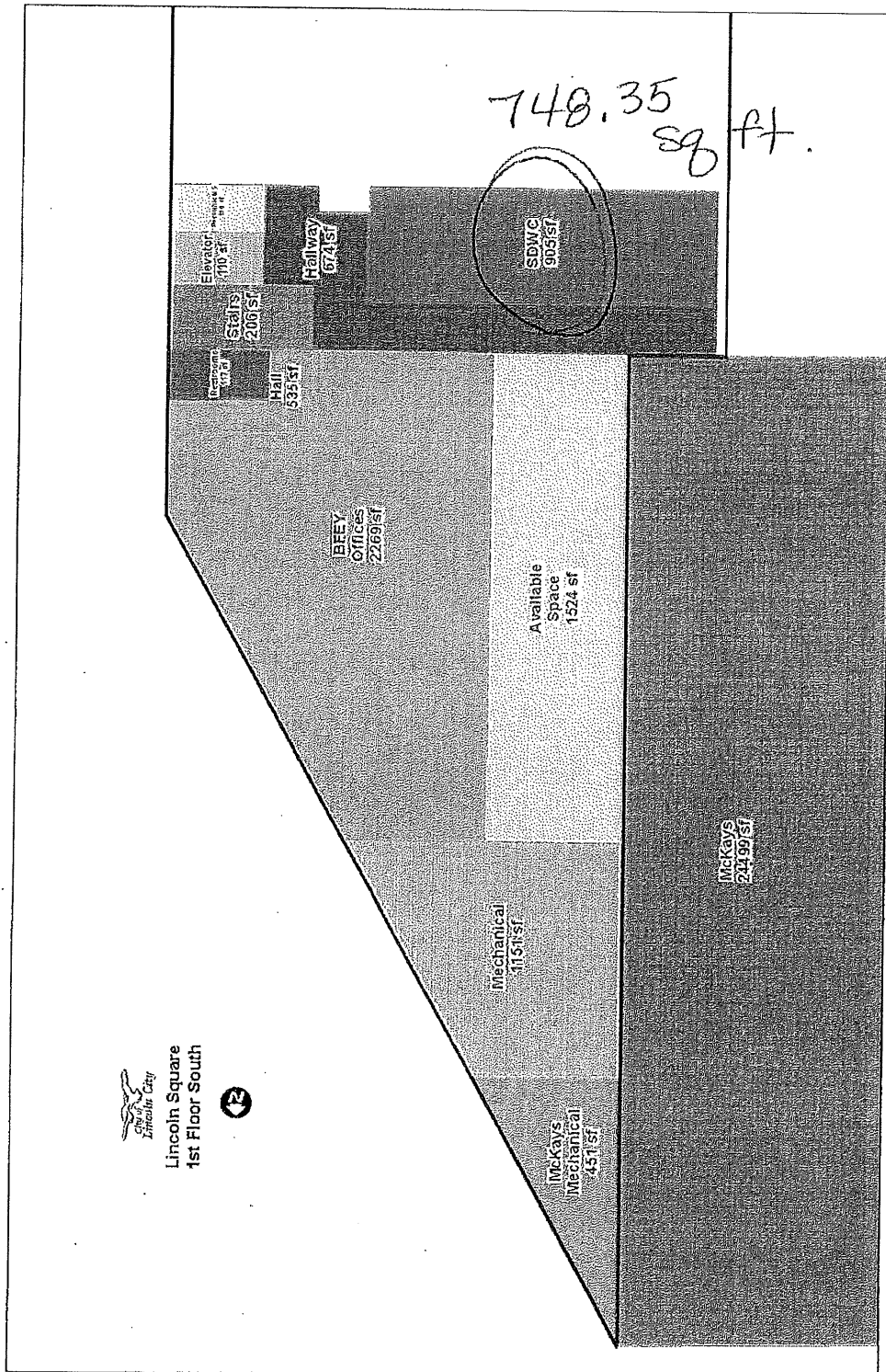


Cathy Steere, City Recorder



Richard Appicello, City Attorney

EXHIBIT A- Floor plan of premises



# Council Communication

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## Fireworks

Meeting Date:	August 24, 2020	Primary Staff Contact:	Ronald F Chandler
Department:	Administration	E-Mail:	RChandler@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	20 minutes

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The intent of this agenda item is to determine the City Council's expectation for fireworks enforcement.

### Background Information - Frequently Asked Questions about Fireworks

#### What type of fireworks can I use in Oregon?

Retail: A permit from State Fire Marshall is not required to use Oregon consumer legal fireworks, also sometimes referred to as retail fireworks. Commonly known Oregon consumer legal fireworks are fountains, flitter sparklers, and ground spinners just to name a few.

Limited: 1.4g products, also known as consumer fireworks in the fireworks industry, may be used in Oregon only with a valid permit issued by our office. Common 1.4g fireworks are bottle rockets, Roman candles, firecrackers, and certain aerial fireworks.

#### Where and when can I purchase Oregon consumer legal fireworks, also called retail fireworks?

They can be purchased at an Oregon permitted retail fireworks sales location during the retail fireworks sale dates of June 23 through July 6.

#### When can I use Oregon consumer legal fireworks, also called retail fireworks?

Under Oregon law, the Office of State Fire Marshal has no regulations on when you can use retail fireworks.

#### Where can I use Oregon consumer legal fireworks, also called retail fireworks?

You can use Oregon consumer legal fireworks, also called retail fireworks, where fireworks are not prohibited. Some prohibited locations are Oregon State beaches, parks, campgrounds, and State and Federal forest lands.

#### Can I bring fireworks to Oregon from another state?

No, fireworks must be purchased from an Oregon permitted retail fireworks sales location.

#### Can I use fireworks that fly in the air?

Fireworks that fly in the air, explode or behave in an uncontrolled and unpredictable manner are not allowed to be used in Oregon without the proper permit issued by our office. A limited fireworks display permit would allow you to use 1.4g fireworks, commonly known as bottle rockets, Roman candles, firecrackers, and certain aerial fireworks.

#### Can I use sky lanterns in Oregon?

No, the law prohibits the use of sky lanterns in Oregon at all times.

Can I use fireworks at a private event?

Retail: You can use Oregon consumer legal fireworks, also called retail fireworks where fireworks, are not prohibited. Some prohibited locations are Oregon State beaches, parks, campgrounds, and State and Federal forest lands.

Can Lincoln City ban all fireworks?

ORS 480.160 Local regulation and effect of state law; local enforcement authority.

(1) Nothing in ORS 480.111 to 480.165, nor in any permit issued thereunder, shall authorize the manufacture, sale, use or discharge of fireworks in any city, county or fire protection district in which such manufacture, sale, use or discharge is otherwise prohibited by law or municipal ordinance; nor shall any city, county or fire protection district authorize the sale or use of any fireworks prohibited by the provisions of ORS 480.111 to 480.165.

(2) For the purposes of enforcing ORS 480.111 to 480.165 in an area exempt under ORS 476.030 (3) within a rural fire protection district, the fire marshal, if there is one, or the fire chief of that rural fire protection district has the same enforcement authority as the State Fire Marshal.

(3) No person shall deliver or cause to be delivered into any county, municipality or rural fire protection district for the purpose of sale to individual members of the general public for personal use any consumer fireworks if the county, municipality or rural fire protection district by law or ordinance has declared that the sale or use of the consumer fireworks is prohibited.

(4) The manufacture, sale, use or discharge of fireworks may be regulated by the governing body of a rural fire protection district, subject to the following conditions:

(a) The regulation must be by ordinance adopted by the governing body of the district, after public notice and hearing, not later than January 1 of any calendar year in which regulation is to be operative.

(b) The regulation shall not be operative within the boundaries of any city that regulates such matters by city ordinance.

(c) The regulation shall not prohibit the manufacture, sale, use or discharge of fireworks the manufacture, sale, use or discharge of which is authorized by ORS 480.111 to 480.165. The regulation may not limit sales to less than five days per calendar year, and must include the five consecutive day period beginning June 30.

**Fireworks 2020**

- Police after action report – attached.
- The City has taken the following action during the past five years to prevent fireworks.
  - Improved the City’s fireworks event.
  - Increased the City’s “Keep it Legal and Keep it Safe” marketing campaign.
  - Improved the signage at all beach locations.
  - Increased beach patrol
  - Purchased two additional Polaris 4x4 ATVs (total = 3) for beach patrol
  - Issued criminal citations for fireworks violations.
- There has been an increase in complaints of fireworks after the July 4<sup>th</sup> holiday.

In order to determine further actions, it’s necessary to establish the City Council’s expectations or goals regarding fireworks (e.g. zero tolerance). Once established, the staff can return with further recommendations.

**Attachments:**

VCB\_JULY 4TH\_After Action Report - Police 2020 (PDF)



## LINCOLN CITY POLICE DEPARTMENT

1503 SE East Devils Lake Rd | Lincoln City, OR 97367 | 541.994.3636 | LincolnCity.org

To: Chief Palmer

From: Lieutenant Broderick

Date: July 6, 2020

RE: 2020 July 4<sup>th</sup> Operation After-Action Summary

### **Event**

Due to the Covid -19 Pandemic, the City of Lincoln City Fourth of July Celebration and Fireworks Show was cancelled for 2020. However, the city and police department anticipated a large number of visitors to the city and local beaches over the holiday weekend. Due to this LCPD deployed officers throughout the city and on the beaches, similar to that of previous years.

### **LCPD Resource Deployment**

Sergeant Jeffrey Winn was tasked with the organization and deployment of LCPD resources as well as outside assistance from partner agencies. On July 4<sup>th</sup>, 2020 all participating officers were assembled at the Station 1500 Fire Hall, where they were briefed by Sergeant Winn on the operation and provided with equipment and resource materials to assist them in enforcing fireworks statutes.

*At total of 33 persons were deployed for the event. This included the following:*

- 22 LCPD Officers
- 1 LCPD Reserve Officers
- 3 Toledo PD Officers
- 2 Parole and Probation Officers
- 3 Police/Fire/Medical Dispatchers
- 1 Evidence Technician

*Area/Duty assignments during the event included the following:*

- 4 Officers and 1 Patrol Sergeant Assigned to Regular Patrol
- 2 Officers Assigned to Rove Patrol (Utilized to assist with custody transports, provide cover and handle overload calls).

## 2020 July 4<sup>th</sup> Event After Action Summary

- 8 Officers Assigned to Foot Patrol in the SW 51<sup>st</sup> street area (includes Siletz Bay beach, state beach, and neighborhood/s surrounding SW 51<sup>st</sup> Street.
- 1 Officers Assigned to Foot/Vehicle Patrol in the Cutler City neighborhood area, including the beaches.
- 3 Officers Assigned to remain in the Roads End area.
- 2 Officers Assigned to Beach Patrol utilizing an LCPD ATV to patrol beaches in Roads End.
- 2 Officers Assigned to Beach Patrol utilizing an LCPD ATV to patrol beaches between Canyon Drive and Roads End.
- 2 Officers Assigned to Beach Patrol utilizing an LCPD ATV to patrol beaches from Canyon Drive to the Taft area.
- 1 Patrol Sergeant Assigned to overseeing the command post (Sergeant Winn).
- 1 Chief of Police, who worked patrol and traffic enforcement during event.
- 1 Patrol Lieutenant, who worked patrol and oversaw patrol operations.
- 1 Evidence Technician Assigned to command post for collection of seized evidence.
- 3 Dispatchers Assigned to regular Police/Fire/Medical dispatch duties.

### **Event and Patrol Activity / Calls for Service**

- Total Events (Includes calls for service / officer initiated activity): 240
- Calls for Fireworks Complaints: 97

## 2020 July 4<sup>th</sup> Event After Action Summary

- Fireworks Related Contacts Made by Officers: 87
- Number of Contacts Resulting in Fireworks Seizures: 22
- Total Non-Emergency Calls to 911 Center: 758
- Total 911 Emergency Calls to 911 Center: 157
- Total Persons Arrested (Criminal) 7
- Total Fireworks Citations (Criminal) 9

### **Fireworks Seizures**

Seized illegal fireworks were stripped of all packaging, (cardboard, plastic, launch tubes, etc.) and packaged into 13 large cardboard boxes for later destruction.

Total Estimated Weight of Seized Fireworks: 250 Pounds

### **Significant Incidents:**

Of significance and a major interruption to our fireworks enforcement was the Spanish Head incident. This incident involved a large group of highly intoxicated men, who caused a disturbance by being confrontational with another large group of beach visitors. This incident included racial slurs, racial hand gestures and threats. Originally one beach ATV crew, (2 officers), responded to the incident, made contact with the intoxicated group of males and then attempted to seize illegal fireworks. These officers were then surrounded by at least ten of these subjects and forced to call for additional officers due to the threatening behavior of the group.

Seven additional officers, who were working fireworks enforcement, responded and deployed between the two groups and assisted the effected family in gathering their belongings and leaving the beach. While this was occurring, the group of intoxicated males taunted police by throwing sand at them, challenging them to fight and firing illegal motors overhead and just a few feet from the officers. Once officers were able to extract the effected family from the beach, additional officers were deployed at the scene and seven of the men were eventually taken into custody. Seven subjects were taken into custody and

### 2020 July 4<sup>th</sup> Event After Action Summary

transported to LCPD, where they were processed and held. The Lincoln County Jail would not accept them due to current Covid-19 policies.



# Council Communication

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## VRD Enforcement

Meeting Date:	August 24, 2020	Primary Staff Contact:	Ronald F Chandler
Department:	Administration	E-Mail:	RChandler@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	20 minutes

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The intent of this agenda item is to discuss vacation rental dwellings (VRDs), VRD enforcement and neighborhood relations.

### Background Information

- VRD Total in Lincoln City = 590
  - R-1-5 zone – 192 full-time (the cap is set at 194), plus 7 30-night VRDs.
  - R-1-RE Zone – 195 full-time (the cap is set at 90), plus 3 30-night VRDs. This is a decrease of 7 since 2018.
  - Commercial zones – 165 full-time (no cap).
  - Other zones – 28 full-time.
- Complaints received by the Planning Department since July 1, 2020 = 48. VRD enforcement produced the following.
  - Non-violations – 11
  - Notices sent to VRD local representative = 37
  - Citations issued = 7
    - Noise = 3
    - Garbage Violations = 2
    - Failure to notify of new local representative = 1
    - Non-functioning smoke detectors = 1

The following are the most common complaints we've heard pertaining to VRD use.

### Communication with and lack of visibility of the VRD Enforcement Staff

- Residents are encouraged to call the non-emergency police line to report VRD violations. The dispatchers determine if the call requires a police or VRD enforcement officer response. If a police response is warranted, a police officer is sent to the scene. If a VRD enforcement officer response is warranted, an email is sent to the VRD enforcement officer and the local representative.

- The neighborhoods generally and the complainants specifically are unaware of City actions taken to prevent VRD violations and the resolution of complaints made against VRDs.
- The City staff intends to implement some of the community policing principles and elements in VRD enforcement. These principles and elements include but is not limited to the following.
  - Citizen input
  - Personal service to the public and not bureaucratic behavior.
  - Refocus of operations and preventing job creep. This emphasizes face-to-face interactions and focusing the duties on VRD regulations.
  - Improved educational campaigns.
- This action doesn't require Council action.

### Parking

Parking is often defined as a VRD issue when, in reality, parking is an issue throughout the City. VRDs are just one contributor to parking problems within the City. Information was presented to the City Council on August 10, 2020 and additional information will be presented to the City Council on September 14, 2020. This issue will require Council action.

### Occupancy

We seem to have received more complaints about occupancy violations this year than in the past. This may be due to the COVID-19 restrictions issued by the State.

- Occupancy is a licensing issue therefore the violation of the occupancy limitations could lead to a loss of license.
- The current practice is to send a police officer or VRD enforcement officer to the VRD at the time a complaint is made. The officers then determine if a violation occurred and if the visitors need to leave.
- Adding to this practice, the City staff will evaluate if the VRD owner or local representative is violating the terms of their license by exceeding the occupancy limit. This will be done through a regular review of VRD advertising and auditing check-in logs.
- This action doesn't require council action.

### Garbage

The City requires VRDs to have garbage service but doesn't specify the size of the cans or the frequency of their collection. The following, possible solutions require Council action.

- Mandate minimum garbage bin sizes. For example, for 1-2 bedrooms the minimum could be one 96-gallon garbage can, for 3-4 bedrooms the minimum could be two 96-gallon cans, and for five Bedrooms the minimum could be three 96 Gallon garbage cans.

These could be required all year around or there could be an allowance for them to drop one can during the winter months.

- Require garbage bins to be located inside an enclosure (just as is required for other commercial business) to the rear of the front façade of the home, and require use of the carry out service offered by the North Lincoln Sanitary Service at a nominal cost.

### Noise

The police officers respond to noise complaints. If citations are issued, they are issued to the individual or group that is violating our ordinance.

# Council Communication

## COVID-19 Update

Meeting Date:	August 24, 2020	Primary Staff Contact:	Ronald F Chandler
Department:	Administration	E-Mail:	RChandler@lincolncity.org
Secondary Dept:		Secondary Contacts:	
Approval:	Ronald F Chandler	Estimated Time:	5 minutes

- Lincoln County applied to enter phase 2 effective August 24, 2020
- 08/18/2020 Outbreak at Surftides Hotel

### Outbreak at Surftides Hotel in Lincoln City

NEWPORT, Ore. – Lincoln County Public Health and Surftides Hotel in Lincoln City announced today an outbreak among staff at the resort. Currently 5 out of 64 staff have tested positive.

Jennifer Cho, spokesperson for Surftides Hotel said on Tuesday, “The safety and well-being of our team members, guests, and our community is our top priority. We are proactively working with the Lincoln County Health Department while enhancing cleaning protocols and adding additional safeguards both front and back of house.”

Rebecca Austen, Health Department Director, said that Public Health is currently investigating the cases and will be reaching out to close contacts. “Lincoln County has resources available to help those who must quarantine to stop the spread” she said. “If you get a call from a case investigator or contact tracer, please do your best to share as much as you can about who you may have been in contact with in the past two weeks. Sharing this information will help us prevent further spread of outbreaks.”

Public Health reminds the public that there the best way to help prevent the spread of COVID-19 is to

- Maintain at least 6 feet of distance between yourself and those who do not live with you;
- Wear a face covering when you cannot maintain this distance;
- Wash your hands frequently with soap and water; and
- Monitor your symptoms. If you feel sick, stay home.

If you have questions about this or COVID-19, please contact the Lincoln County Call Center at 541-265-0621 or by email at [LincolnCoCallCenter@co.lincoln.or.us](mailto:LincolnCoCallCenter@co.lincoln.or.us)