City of Independence

Agenda
City Council Meeting
Tuesday, February 11, 2025 @ 6:30 PM
Civic Center - Council Chambers

(See page 2 of agenda for meeting attendance information)

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1. CALL TO ORDER
2. ROLL CALL
3. MINUTES
    3.1. Regular Meeting — 3 - 6
    01-28-2025
4. VISITORS / PUBLIC COMMENTS
5. REPORTS / PRESENTATIONS
    5.1. Mayor
    5.2. City Manager
6. UNFINISHED BUSINESS
7. NEW BUSINESS
    7.1. Appointment of New Council Member
    7.2. Adopt 2025-26 Budget Calendar, Appoint Budget Officer *(West)* — 7 - 9
    Staff Report
    2025-26 Budget Calendar
    7.3. Proposed Resolution 25-1627, Authorizing a Loan from the Special Public Works Fund *(Irvine)* — 11 - 32
    Staff Report
    Resolution 25-1627
    Exhibit 1
    7.4. Liquor License Application *(Gilbert)* — 33 - 42
    Staff Report
    Application: Micheladas Antojitos El Perico LLC
    7.5. Public Hearing Date for AX | 2025-01 *(Evander)* — 43 - 45
    Staff Report
    Attachment A
    7.6. Public Hearing: Fencing Amendment to Ind (Evander) — 47 - 59
    Staff Report
    Council Bill 2025-02
8. COUNCIL ANNOUNCEMENTS

9. GENERAL INFORMATION

10. ADJOURNMENT

Meeting Attendance Information:

The City Council will hold this meeting in-person in City Hall Council Chambers, via video conference (Zoom) or by phone. Meetings are also live-streamed on the City's YouTube channel at: https://www.youtube.com/c/CityofIndependenceOR.

- **To attend in person**, the City Hall address is 555 S. Main St.
- **For Zoom login** visit: https://us06web.zoom.us/j/85440812246?pwd=43uxTDjslPWvATR5XD168oDVa8SyuI.1
- To participate in the meeting **by phone, dial US: +1-253-215-8782** and enter **Webinar ID: 854 4081 2246** and **Passcode: 350786**

Written comments are also welcome and may be delivered to City Hall or emailed to CouncilComments@ci.independence.or.us no later than 4:00 pm the day of the meeting.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 72 hours in advance of the meeting to Myra Russell, City Recorder, 503-838-1212/TTY: 800-735-2900.

City of Independence

Minutes

City Council Meeting
Tuesday, January 28, 2025

1. **CALL TO ORDER.** Mayor Schwarzler called the meeting to order at 6:31pm.

2. **ROLL CALL**
Mayor Schwarzler present

Council Present:	Shannon Corr Bill Boisvert Kathy Martin-Willis Marilyn Morton Dawn Roden
Council Absent:	None
City Staff Present:	Kenna West, City Manager Myra Russell, City Recorder Rob Moody, Finance Director Fred Evander, City Planner Shawn Irvine, Assistant City Manager Juventino Banuelos, Police Chief Gerald Fisher, Public Works Director

3. **MINUTES.** The minutes of the January 14, 2025, regular session were submitted in the agenda packet. City Recorder Russell had 2 minor corrections to the minutes.
13.3 Recorder had written "raining well". The correct spelling is Ranney well.
13.5 Changed Councilor Corr's question to reflect more precisely what was said after listening to the recording.

<u>ACTION</u>:
Councilor Morton moved to approve the corrected minutes of January 14, 2025, as received; Councilor Martin Willis seconded. Roll call vote. Motion passed 5-0-0:

AYES:	Corr, Morton, Martin-Willis, Boisvert, Roden
NAYS:	None.
ABSTENTIONS:	None.

4. **VISITORS / PUBLIC COMMENTS.** None

5. **REPORTS / PRESENTATIONS**

5.1. Mayor Schwarzler reported: Thank you to CM West for OGEC required training on Saturday January 25 here at City Hall with neighboring cities. Went to City Day at the Capitol, productive meetings with representatives. Office Hours on Wednesdays at City Hall. Town Hall meeting this Saturday February 1, 2025, at the Heritage Museum at 1PM.

5.2. City Manager West: Council vacancy applications will be emailed to the Council for review after the meeting tonight. Mayor Schwarzler asked about dates for the process. February 4: councilors will get top 2 candidates to City Recorder by 3pm. February 11: prior to city council meeting, Council will interview top 2 candidates and then in regular session, Council will make decision.

5.3. Staff Irvine presentation on Grants: Highlighted some of the grants the City received in 2024. Federal freeze on grants will impact some of the City's grants. Councilor Corr asked for an update on status of grants as Irvine learns more.

6. **UNFINISHED BUSINESS**

7. **NEW BUSINESS**

7.1. Finance Report-Q2 2024-2025. Moody explained information on Q2 financial report. The Public Safety Fee starts on the January water bill which comes out in February, all funds earmarked for Police Dept. Local Option Levy did not pass. Working through options for budget preparation. Library, Museum and parks funded through end of fiscal year- June 30, 2025. Waiting for the independent audit finalization. Will package for public when finished. Water treatment plant financing is scheduled to close Jan 30, 2025. Councilor Corr asked when we would see options for funding the Library, Museum, and parks. Would it be before budget? CM said work session possibly second meeting in February.

7.2. Adoption of Resolution 25-1626 Authorizing Banking Signatures and Repealing Resolution 24-1603. Moody explained information as presented in agenda packet. With changes in the Council, Mayor and staff, need to update current signers for City bank account. Councilor Morton pointed out that Council President is Martin-Willis, not Morton. Staff will make the correction.

ACTION:
Councilor Morton moved to adopt Resolution 25-1626 authorizing banking signatures and repealing Resolution 24-1603, after corrections are made; Councilor Corr seconded. No further discussion.
Roll call vote. Motion passed 5-0-0:

AYES: Corr, Morton, Martin-Willis, Boisvert, Roden
NAYS: None.
ABSTENTIONS: None.

7.3. Proposed Resolution 25-1624, Requesting Polk County to Surrender Jurisdiction to City Over Certain County Roadways. Fisher explained information as presented in agenda packet.

ACTION:

Councilor Corr moved to adopt Resolution 25-1624 requesting Polk County to surrender jurisdiction to City over certain county roadways: Councilor Martin Willis seconded. No discussion. Roll call vote. Motion passed 5-0-0:

AYES: Roden, Boisvert, Martin-Willis, Morton, Corr
NAYS: None.
ABSTENTIONS: None.

7.4. Public Hearing Date for AX | 2024-04. Evander asked the City Council to set a date for a public hearing for annexing 6675 Corvallis Rd on March 11, 2025.

ACTION:
Councilor Corr moved to dispense with submitting the question on the proposed annexation to the electors of the City and set a date of March 11, 2025, for the Public Hearing on AX | 2024-04.; Councilor Martin-Willis seconded. No discussion. Roll call vote. Motion passed 5-0-0:

AYES: Roden, Boisvert, Martin-Willis, Morton, Corr
NAYS: None.
ABSTENTIONS: None

7.5. Adoption of Resolution 25-1625, Adopting City Council Rules and Procedures and Repealing Resolution No. 12-1321. CM West: Council had work session on council rules previously, received input from Council, sent to attorneys, bringing back to Council. Highlighted major changes. West emailed a section-by-section comparison to the Council. The new version is an update to current council rules from 2012 with minor meeting changes in 2017. Mayor Schwarzler mentioned that council rules have been a topic at League of Oregon Cities conferences, where cities were encouraged to update and review the document every 2 years as best practice. Councilor Roden asked CM West to define grandstanding. CM West read definition.

ACTION:
Councilor Roden moved to dismiss council rules to have an attorney review. Motion did not move forward for lack of second. Mayor Schwarzler asked for clarification that the rules had been reviewed by the City's attorneys. West said they had been reviewed multiple times by the attorneys. Councilor Morton glad to see serial meeting better defined.

Councilor Corr moved to adopt Resolution 25-1625, adopting city council rules and procedures and repealing Resolution No. 12-1321; Councilor Martin Willis seconded. Discussion.
Councilor Roden has concerns and consulted with the State of Oregon Legislative Council Committee and received a document which she handed out to all councilors and CM West, then read passages of the document related to expression and first amendment rights. CM West reminded councilors that if questions are turned in ahead of time, staff will be able to have a response. CM West pointed out that the document referred to rules that are already in effect in the 2012 rules, not rules that were being changed with this update. CM West said Council could move forward with the motion as it is, or adopt the rules but amend and remove 11.3, 11.4, 11.6. Council Martin-Willis mentioned that though the document says there's no Oregon statute that authorizes these proposed rules, it also doesn't prohibit. The Council chooses to have rules. Council Morton asked if the Council removed items, could they revisit to add items back

at a later date. CM West said yes. Counciler Corr asked how we would further review? It was already reviewed by the City Attorney. CM West said the City's legal counsel could review further at extra cost. CM West explained process for Council to ask questions of City Attorney and why questions must come from the council body not individual councilors. Councilor Boisvert related his experience in the military in regard to speaking on behalf of a body versus speaking on behalf of individual and he doesn't believe these council rules limit personal speech. Councilor Corr did not want to withdraw motion and Councilor Martin-Willis second stands. Councilor Morton called for the question.

Roll call vote. Motion passed 4-1-0:

AYES: Corr, Martin-Willis, Morton, Boisvert,
NAYS: Roden
ABSTENTIONS: None.

8. **COUNCIL ANNOUNCEMENTS**

8.1. Counciler Corr said she was unable to open community correspondence-without installing adobe. Staff will look into this.

8.2. Councilor Roden read prepared comments about SEI investigation. Copy provided to staff.

9. **GENERAL INFORMATION** No action required on information contained in the agenda packet.

10. **ADJOURNMENT** There being no further business to come before the City Council, Mayor Schwarzler adjourned the meeting

Meeting adjourned at 7:49 pm

____
MAYOR KATE SCHWARZLER

ATTEST:

____
Myra Russell, City Recorder

CITY OF INDEPENDENCE
MEMORANDUM

TO: Mayor and City Council
FROM: City Manager Kenna West
MEETING DATE: February 11, 2025
SUBJECT: 2025-26 Budget

[ ] Information Only [X] Action Requested

Statement of Issue:
Consistent with Oregon Local Budget Law (ORS 294.331) the Council is required to appoint a Budget Officer to oversee the preparation and presentation of the City's Budget for the 2025-26 fiscal year. Typically, with the appointment of the Budget Officer, the Council has adopted the annual budget calendar as well.

Background:
The Budget Officer as appointed by the Council will prepare and/or supervise the preparation of the budget document for presentation to the Budget Committee, and will present the budget message. The Finance Director has served as the Budget Officer for at least the prior two budget cycles.

The proposed budget calendar has been established to support adoption of the City's fiscal year 2025-26 budget prior to June 30, 2025, as required. The budget calendar incorporates all required public notifications and public hearings required under Oregon Local Budget Law and allows for six (6) meetings of the Budget Committee, if necessary. The first meeting will consist of an orientation of the Budget Committee provided by staff.

Fiscal Impact:
There is no fiscal impact associated with this action.

Recommendation/Suggested Motion:
Staff recommends that the Council appoint Rob Moody, Finance Director as the Budget Officer for the City's 2025-26 fiscal year budget cycle and adopt the budget calendar as presented.

> *"I move that Council appoint Rob Moody, Finance Director as Budget Officer for the City's 2025-26 budget cycle and adopt the budget calendar as presented."*

Memo prepared by Rob Moody, Finance Director
Memo reviewed and approved by Kenna West, City Manager

2025\26 Budget Calendar

DATE	RESPONSIBLE PARTY	EVENT
1/31/2025	Budget Officer	Budget Worksheets distributed
2/11/2025	City Council	Approve Calendar/Appoint Budget Officer
3/21/2025	Staff	Draft CIP Completed (PW is completed - need other facilities)
3/21/2025	Staff	All Narratives and completed Budget Worksheets due to Budget Officer
3/31-4/4/2025	City Manager/Finance Director/Staff	Meetings to balance budget requests overall
4/11/2025	Budget Officer	Draft Budget completed and provided to Department Heads for final review
4/16/2025	Staff	Final staff Budget Changes before distribution to Budget Committee
4/4/2025	Budget Officer/City Recorder	Publish notice of Budget Committee Meeting on website at least 10 days prior to meeting
4/11/2025	Budget Officer/City Recorder	Publish notice of budget committee meeting 5 to 30 days before the hearing
4/16/2025	Finance Director/Budget Committee	Budget Committee Orientation/Training
4/23/2025	Budget Committee	Budget Committee Meeting
4/30/2025	Budget Committee	Budget Committee Meeting (additional as needed)
5/7/2025	Budget Committee	Budget Committee Meeting (additional as needed)
5/14/2025	Budget Committee	Budget Committee Meeting (additional as needed)
5/21/2025	Budget Committee	Budget Committee Approval of budget
6/4/2025	Budget Officer	Publish notice of budget hearing 5 to 30 days before the hearing
6/10/2025	City Council	Budget Hearing/Adopt Budget/Approve Appropriations/Impose & Categorize Tax Levy(s)
6/30/2025	City Council	Adoption Deadline
7/15/2025	City Recorder	Tax Certifications to County Assessor
9/30/2025	City Recorder	Budget to County Clerk

CITY OF INDEPENDENCE
MEMORANDUM

TO: Mayor and City Council
FROM: Kenna West, City Manager
MEETING DATE: February 11, 2025
SUBJECT: Approval of SPWF Grant/Loan Request

[ ] Information Only [X] Action Requested

Statement of Issue:
Staff is requesting Council authorize the agreement for a Business Oregon Special Public Works Fund grant and loan.

Background:
In 2024, the City of Independence received a $4 million award from the Economic Development Administration's 2023 Disaster Supplemental which will fund upgrades to the City's wastewater treatment plant. The award requires a minimum 20% match from a local partner or other non-federal source.

Business Oregon's Special Public Works Fund supports infrastructure development through a variety of programs, including one which provides matching funds for disaster response grants. Staff approached Business Oregon about using this program to match the EDA award. Business Oregon staff determined it was an eligible project and made a preliminary award of $1 million, structured as a $500,000 grant and a $500,000 zero interest loan.

Discussion:
The City's wastewater treatment plant has been at capacity and incurring DEQ violations for several years. The Public Works department has launched a project to upgrade the plant with a total expected cost of $11 million. A portion of that cost will be paid with System Development Charge funds, but most of the cost would be paid with a $10 million federal CWRLF loan supported by ratepayer fees. The EDA award will significantly reduce the loan needed to complete the project, and this Business Oregon award will further reduce that figure. While half of the Business Oregon SPWF award will come in the form of a loan, the loan will have an interest rate of zero percent which will still be a cost savings for the City.

Payments on the Business Oregon SPWF loan will not begin until the project has been completed and loan funds have been fully drawn down.

Fiscal Impact:

555 South Main Street / Post Office Box 7/ Independence, OR 97351
Phone: 503/838-1212 / Fax: 503/606-3282 / email: kwest@ci.independence.or.us

This resolution will authorize the City to take on a $500,000 loan, however the loan will have a rate of zero percent interest and will take the place of an equivalent amount of higher-interest loan. Paired with the $500,000 grant, this Council action will have a positive financial impact by reducing the City's loan obligation for constructing wastewater treatment plant upgrades.

Options:
The Council may:

A. Make a motion to approve resolution 25-1627
B. Take no action.

Recommendation/Suggested Motion:
Staff recommended approval of Option A.

<u>Suggested motion</u>: I move to approve resolution 25-1627, a resolution of the City of Independence authorizing a loan from the Special Public Works Fund by entering into a financing contract with the Oregon Infrastructure Finance Authority.

Memo prepared by: Shawn Irvine, Assistant City Manager
Reviewed and approved by Kenna West, City Manager

555 South Main Street / Post Office Box 7 / Independence, OR 97351
Phone: 503/838-1212 / Fax: 503/606-3282 / email: kwest@ci.independence.or.us

BEFORE THE CITY COUNCIL OF THE CITY OF INDEPENDENCE

STATE OF OREGON, COUNTY OF POLK

A RESOLUTION OF THE CITY OF INDEPENDENCE]
AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND]
BY ENTERING INTO A FINANCING CONTRACT]
WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY]

RESOLUTION NO. 25-1627

The City Council (the "Governing Body") of the City of Independence (the "Recipient") finds:

A. Recipient is a "municipality" within the meaning of Oregon Revised Statutes 285B.410(9).

B. Oregon Revised Statutes 285B.410 through 285B.482 (the "Act") authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD") to obtain financial assistance from the Special Public Works Fund.

C. Recipient has filed an application with OBDD to obtain financial assistance for a "development project" within the meaning of the Act.

D. OBDD has approved Recipient's application for financial assistance from the Special Public Works Fund pursuant to the Act.

E. Recipient is required, as a prerequisite to the receipt of financial assistance from OBDD, to enter into a Financing Contract with OBDD, number L24004, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the "Project").

F. Notice relating to Recipient's consideration of the adoption of this Resolution was published in full accordance with Recipient's charter and laws for public notification.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the City Manager (the "Authorized Officer") to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the "Financing Documents"), including a grant from OBDD in the amount of $500,000, and a loan from OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the loan from OBDD to Recipient is not in excess of $500,000 and an interest rate of 0.00% per annum. The proceeds of the loan from OBDD will be applied solely to the "Costs of the Project" as such term is defined in the Financing Contract.

2. Sources of Repayment. Amounts payable by Recipient are payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.437(3) which include:

(a) The revenues of the project, including special assessment revenues;
(b) Amounts withheld under ORS 285B.449 (1);
(c) The general fund of Recipient; or
(d) Any other source.

3. Tax-Exempt Status. Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. Recipient may enter into covenants to protect the tax-exempt status of the interest paid by Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by OBDD or its bond counsel to protect the tax-exempt status of such interest.

EFFECTIVE DATE: February 11, 2025

PASSED by the City Council: February 11, 2025

SIGNED by the Mayor: February 11, 2025

KATE SCHWARZLER, MAYOR

ATTEST:

Myra Russell
City Recorder

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT FINANCING CONTRACT

Project Name: Wastewater Treatment Improvements

Project Number: L24004

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and the City of Independence ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

This Contract less any exhibits	
Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means $5,002,400.

"Grant Amount" means $500,000.

"Interest Rate" means 0.00% per annum.

"Loan Amount" means $500,000.

"Maturity Date" means the 29th anniversary of the Repayment Commencement Date.

"Payment Date" means December 1.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 36 months after the date of this Contract.

"Repayment Commencement Date" means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified below:

A. A non-revolving loan (the "Loan") in an aggregate principal amount not to exceed the Loan Amount.

B. A grant (the "Grant") in an aggregate amount not to exceed the Grant Amount; provided however that total disbursements under this Grant shall not exceed the total local matching funds requirement for federal disaster relief for the Project or 25 percent of the total Costs of the Project, whichever is less

Funding for this project is made from the net proceeds from the sale of Lottery Bonds.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").

B. Financing Availability. OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

C. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

D. Loan and Grant Allocation. OBDD will allocate any disbursement first to the Grant, then to the Loan.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

A. Promise to Pay. Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.

B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.

   Recipient authorizes OBDD to calculate accrued interest as necessary under this Contract, including for purposes of determining a loan amortization schedule or determining the amount of a loan prepayment or loan payoff. Absent manifest error, such calculations will be conclusive.

C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.

D. Loan Prepayments.

(1) Mandatory Prepayment. Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.

(2) Optional Prepayment. Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

(1) This Contract duly signed by an authorized officer of Recipient.

(2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.

(3) An opinion of Recipient's Counsel.

(4) Such other certificates, documents, opinions and information as OBDD may reasonably require.

B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:

(1) There is no Event of Default.

(2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.

(3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Special Public Works Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

(4) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are

reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.

(5) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.

(6) OBDD receives and approves evidence of the Department of Commerce – Economic Development Administration's payment of 75% of the Project Costs.

(7) Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests, including anticipated number, submission dates and amounts.

(8) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

A. Use of Proceeds. Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD. Recipient may not use any of the Financing Proceeds for costs that are not allowed under Department of Commerce – Economic Development Administration award number ED24SEA0G0216 or that are not listed in the Project Budget.

B. Costs of the Project. Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.

C. Costs Paid for by Others. Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

D. No Use of Grant for Internal Costs or to Repay Financing. Recipient may not use any of the Financing Proceeds to pay internal costs charged to the Project by Recipient or by Related Parties or to repay the interest or principal owed for any interim financing for the Project.

E. Federal Tax Law Limits. Expenditures submitted for reimbursement under this Contract are limited to expenditures for the Project that qualify as capital expenditures for federal income tax purposes.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.

B. Organization and Authority.

(1) Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.

(2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.

(3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.

(4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.

C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Events of Default.

(1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.

(2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Governmental Consent. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.

B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, that relate to the Project, or that relate to the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:

(1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

(2) State labor standards and wage rates found in ORS chapter 279C.

(3) OAR 123-042-0165 (5) requirements for signs and notifications.

(4) Prevailing Wage Requirements.

(a) Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815.

(b) When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 *et seq*.).

(c) Notwithstanding (3)(a) and (3)(b) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (3)(a) or (3)(b) above.

(d) When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.

(e) When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than OBDD, the public agency providing Financing Proceeds under this Contract.

(f) Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. Recipient shall:

(1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.

(2) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.

(3) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.

(4) Permit OBDD to conduct inspection of the Project at any time.

(5) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.

(6) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.

(7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a "qualified management contract" as described in IRS Revenue Procedure 97-13, as amended or supplemented.

E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long-term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

F. Insurance, Damage. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied first, to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), and second, to repay the Grant, unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.

G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption, and receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, first, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), and second, repay the Grant, unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan and repay the Grant immediately upon demand by OBDD.

H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied first, to prepay the outstanding balance of the Loan in accordance with section 4.D.(1), and second, to repay the Grant.

I. Financial Records. Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.

J. Inspections; Information. Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.

K. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project, or the Grant until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Contract or applicable law. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

L. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses..." OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor's Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz

N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.

O. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

P. Contributory Liability and Contractor Indemnification.

(1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regard to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

(2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified

by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

Q. Further Assurances. Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

S. Exclusion of Interest from Federal Gross Income and Compliance with Code.

(1) Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.

(2) Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

(3) Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(4) Recipient shall not cause any Lottery Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as "federally guaranteed" if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.

(5) Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. Recipient further shall reimburse OBDD for the portion

of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.

(6) Upon OBDD's request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.

(7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.

(8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan and Grant.

(9) Recipient may use the Financing Proceeds to reimburse itself for Project expenditures made prior to the funding of the Project only if permitted by Exhibit C and only if such reimbursement is allowed under one of the following four categories pursuant to 26 C.F.R. §1.150-2:

(a) Preliminary expenditures such as architectural, engineering, surveying, soil testing, bond issuance and similar costs that, in the aggregate, are not in excess of 20% of the Financing Proceeds. Costs of land acquisition, site preparation and similar costs incident to commencement of construction are not preliminary expenditures.

(b) Expenditures for issuance costs.

(c) Expenditures that are described in a reimbursement resolution or other declaration of official intent that satisfies the requirements of 26 C.F.R. §1.150-2 and paid no earlier than 60 days prior to the adoption of such resolution or official intent.

(d) Expenditures paid within 60 days prior to the date the Loan and Grant are funded.

SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

A. Recipient fails to make any Loan payment when due.

B. Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.

C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.

D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;

(2) Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;

(3) Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;

(4) Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or

(5) Recipient takes any action for the purpose of effecting any of the above.

E. Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.

F. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:

(1) Terminating OBDD’s commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.

(2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.

(3) Barring Recipient from applying for future awards.

(4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.

(5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.

(6) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.

B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys’ fees and other fees and expenses incurred by OBDD; then, to repay any Grant proceeds owed; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.

C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.

D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract and the other Financing Documents.

B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.

(1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

(2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

(3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.

(4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.

(5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

(1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.

(2) The liability of OBDD under this Contract is contingent upon the availability of moneys in the Special Public Work Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD:	Deputy Director Oregon Business Development Department 775 Summer Street NE Suite 300 Salem, OR 97301-1280
If to Recipient:	Economic Development Director City of Independence 555 South Main Street PO Box 7 Indepdence, OR 97351

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the
Oregon Business Development Department

By: ______________________________
Edward Tabor, Infrastructure and Program Services Director

Date: ______________________________

CITY OF INDEPENDENCE

By: ______________________________
The Honorable Kate Schwarzler, Mayor

Date: ______________________________

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Berryman via email dated 10 September 2024
David Berryman, Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

"Act" means ORS 285B.410 through 285B.482, as amended.

"Award" means the award of financial assistance to Recipient by OBDD dated 22 January 2024.

"C.F.R." means the Code of Federal Regulations.

"Code" means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

"Costs of the Project" means Recipient's actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

"Counsel" means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

"Financing Documents" means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD's financing of the Project.

"Financing Proceeds" means the proceeds of the Loan and Grant collectively or Loan or Grant individually without distinction.

"Lottery Bonds" means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan or Grant.

"Municipality" means any entity described in ORS 285B.410(9).

"ORS" means the Oregon Revised Statutes.

"Project Completion Date" means the date on which Recipient actually completes the Project.

"System" means Recipient's sewer system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

EXHIBIT B - SECURITY

A. Full Faith and Credit Pledge. Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. All amounts due under this Contract are payable from and secured by all lawfully available funds of Recipient.

B. Pledge of Net Revenues of the System.

1. All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient's System after payment of operation and maintenance costs of the System ("Net Revenues"). Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the "OBDD Lien".

2. Recipient shall not incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity or superior to the OBDD Lien.

3. Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the OBDD Lien; provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).

4. Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to one hundred twenty percent (120%) of the annual debt service due in the fiscal year on the Loan and any outstanding obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien.

Exhibit C - Project Description

Background: The Department of Commerce - Economic Development Administration ("EDA") awarded Recipient a grant award (FAIN ED24SEA0G0216). This Contract provides $1,000,000 of the required 25% non-federal local match.

Recipient will, with the assistance of a professional engineer licensed in Oregon, oversee expansion and renovation of an existing wastewater treatment plant in Independence, Oregon. Construction includes, but is not limited to the following:

- T-1 headworks and cell 1 distribution pipe improvements
- T-4 chlorine contact chamber improvements
- T-2 lagoon biosolids removal

Exhibit D - Project Budget

Line Item Activity	OBDD Funds	Estimated Other / Matching Funds EDA
Engineering	$81,190	$324,760
Construction	$811,900	$3,247,600
Construction Contingency	$80,710	$325,240
Legal	$16,600	$66,400
Project Inspection Fees	$9,600	$38,400
Total	$1,000,000	$4,002,400

CITY OF INDEPENDENCE
MEMORANDUM

TO: Mayor and City Council
FROM: Kenna West, City Manager
MEETING DATE: February 11, 2025
SUBJECT: New Establishment Liquor License Applicant

[ ] Information Only [X] Action Requested

Statement of Issue:

Micheladas Antojitos El Perico LLC. located at 1353 Monmouth Street, has made an application with the Oregon Liquor and Cannabis Commission for a full on-premises, commercial liquor license. This license would allow the applicant to serve distilled spirits, malt beverages (beer), wine and cider.

Background:

In 2020 our City adopted resolution #20-1541, which establishes criteria for screening liquor license applications. The police department was assigned the task to do initial reviews of each liquor license application. The police department then completes a staff report on those findings for the City Council review.

Analysis:

Oswaldo Velsaco Loera has applied for a full on-premises liquor license through the Oregon Liquor and Cannabis Commission. Mr. Velasco-Loera plans to open a small business in the location of the old Independence Liquor Store which will specialize in unique tropical drinks. The menu will consist of approximately 180 unique drinks, six of which will contain alcohol. Food items such as chicken nuggets, chili-cheese fries, pizza and corndogs will be available for purchase as well.

Mr. Velasco-Loera is the sole owner but has the support of his family who has been in the restaurant industry for the past 20 years. Mr. Velasco-Loera envisions a family atmosphere where families can come to enjoy a unique tropical drink together. The proposed hours of service are 11 a.m to 10 p.m. in the summer, and 11 a.m. to 9 p.m. in the winter. Sundays they will close at 9 p.m., regardless of the time of year.

A background check was completed on Oswaldo Velasco Loera. I did not locate any alcohol related incidents or other items which I believe would preclude him from licensure. I also confirmed that his family has an extensive history of business ownership around Oregon, with no significant issues related to alcohol consumption or sales.

Fiscal Impact:

As of this date, City fees have been paid. OLCC instruction states their fees will be collected at a later time.

Options:

1. Council may recommend approval for this establishment.

2. Council may recommend denying the license for this establishment if reasonable grounds can be established.

3. Council may impose an option of its own choosing.

Recommended Motion:

Option 1. I move to recommend approval of the above liquor license request.

Memo prepared by: Sergeant Lyle Gilbert

Local Government Recommendation – Liquor License

Per OAR 845-005-0304(3): The Commission requires an applicant for issuance of a new license issued under ORS chapter 471, to provide written notice of the application to the local government in the form of a complete, accurate, and legible Commission form.

The local government is as follows:
(a) If the address of the premises proposed to be licensed is within a city's limits, the local government is the city.
(b) If the address of the premises proposed to be licensed is not within a city's limits, the local government is the county.

INSTRUCTIONS:

Step 1: Applicant completes all of Section 1 (including top of Page 2).

Step 2: Applicant submits both pages of the form to the appropriate local government. NOTE: The local government may require additional forms and/or fees.

Step 3: Local government completes at least Section 2 and returns all pages of the form, or a copy thereof, to the applicant. The local government is allowed up to 45 days to complete Section 3.

Step 4: Applicant takes the form with at least Sections 1 and 2 completed and includes it with their CAMP application to meet the Local Government Recommendation document requirement. Submissions that do not have at least Sections 1 and 2 completed will not be accepted.

Step 5: The local government issues its final recommendation in Section 3 and returns the completed form to the applicant. If the applicant has already submitted their initial application via CAMP, they hold on to the final recommendation and provide it to their investigator, when requested. If they have not already submitted their application, they upload the fully completed Local Government Recommendation form with their initial application submission.

Applicants within the city of Portland ONLY: After completing the attached form, please follow these steps to complete the Local Government Recommendation process:

- Apply via the City of Portland website.
- Once you have completed the application with the City of Portland, you will receive an email notifying you that your application has been accepted, usually within two business days. The email will contain an attachment titled "ABC Public Notice."
- Upload the ABC Public Notice document with your CAMP application to meet the Local Government Recommendation document requirement.

NOTE: This document only provides proof of submission. Once you receive your final recommendation from the City of Portland, you will need to provide that to your assigned OLCC investigator.

OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Annual Liquor License Types	
Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): Oswaldo Velasco Loera

Proposed Trade Name: MicheladasAntojitosElPericoLLC

Premises Address: 1353 Monmouth St, Independence OR Unit: 1353

City: Independence County: Polk Zip: 97351

Application Type: ☒ New License Application ☐ Change of Ownership ☐ Change of Location

License Type: Full On-Premises, Commercial ☐ Additional Location for an Existing License

Application Contact Information

Contact Name: Oswaldo Velasco Loera [redacted]

[redacted]

Business Details

Please check all that apply to your proposed business operations at this location:

☐ Manufacturing/Production

☐ Retail Off-Premises Sales

☒ Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

☒ Indoor Consumption ☒ Outdoor Consumption

☒ Proposing to Allow Minors

Section 1 continued on next page

OREGON LIQUOR & CANNABIS COMMISSION
Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): Oswaldo Velasco Loera

Proposed Trade Name: MicheladasAntojitosElPericoLLC

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC. Section 2 must be completed ***by the local government*** for this form to be accepted with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name:

Optional Date Received Stamp

Date Application Received:

Received by:

Section 3 – Recommendation - To be completed by Local Government:

○ **Recommend this license be granted**

○ **Recommend this license be denied** (Please include documentation that meets OAR 845-005-0308)

○ **No Recommendation/Neutral**

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.

City of Independence
Liquor License Questionnaire

BUSINESS NAME: Micheladas Antojitos El Perico

FORMER BUSINESS NAME: (if applicable) ____

BUSINESS ADDRESS: 1353 Monmouth St, Independence, OR, 97351

***

This questionnaire should be completed during the interview of liquor license applicants AFTER RECEIPT OF THE OLCC LICENSE APPLICATION. The information gathered here will serve as a basis for conducting a background investigation on the applicant. Please attach any additional sheets as may be necessary.

***

1. List all names, addresses, phone numbers, DOB's, SSN's, ODL's, and any previous names used by ALL persons who have a financial interest in the above listed business.

NAMES: Oswaldo Velasco

ADDRESS: [redacted]

PHONE #:

DOB:

SSN:

ODL:

OTHER NAMES:

2. Provide the current and previous 2 jobs of all persons listed in question number 1 above.

CURRENT: DSP (For state)

PREVIOUS: Micheladas Antojitos El Perico

PREVIOUS: Amazon Driver

3. List all persons residing in the household of those persons listed in question number 1 above (excluding minor children).

Toño Urzua

Gloria Loera

Evelyn Romero

4. What is being used as funding source to purchase the business and get it started? (list who and how much).

From Personal Savings

5. Have any persons listed above ever had any debt turned over to a collection agency?

NO

6. Has any person listed above ever been sued?

NO

7. Has any person listed in number 1 above been involved now, or have you ever been engaged in any business as an owner, partner, or corporate member?

NO

8. Has any person listed in number 1 above ever filed bankruptcy?

NO

9. Has any person listed in number 1 above ever had any property repossessed?

NO

10. Have any of you ever had your wages garnished or a wage assessment placed against you?

NO

11. Have any of you ever been dismissed from a job or forced to resign? If yes, explain.

NO

12. Have any of you ever been rejected for a similar business purchase?

NO

13. List any experience each of you have in owning, managing, or working in a liquor outlet.

Yes, my family has been owning Restaurants for over 20 yrs, and has had the liquor liscence previosly

14. Has any person listed in number 1 above ever been arrested, charged, accused, or convicted of any crime (if yes, list date, agency, charge, & disposition).

NO

15. Has any member of the immediate family of those persons listed in number 1 above ever been convicted of a crime? If yes, explain.

NO

16. What plans do you have for the business in the following areas?

A. Type of alcohol sold.

Beer, Tequila, hard liquor, Mix drinks

B. Type of food items served.

fruit, hotdogs, corn dogs, Mexican snacks, Pizza, wings, Chicken nuggets

C. Building plans (keep it "as is" or remodel).

as is

D. Type of client/patrons expected or targeted for.

Family based clients

E. Any special activities or plans to draw in customers

NO

F. Number of employees to be working during busy nights.

3 People

G. Any plans for security.

Alarm system, Cameras, Personal security on Premises that the property owner contracts.

H. What is going to be house policy for persons or employees using or possessing drugs?

NO tolerence, NONE, Sober

****

SIGNATURE(S) OF APPLICANT(S)

[signature]	1-13-24		
SIGNATURE	DATE	SIGNATURE	DATE

FOR OFFICE USE ONLY

OLCC Application attached _____

New Application Fee ($100.00) received _____

Original to City Recorder _____

Copy to Police Department _____

City of Independence
555 S Main St; PO Box 7
Independence, OR 97351
(503) 838-1212

XBP Confirmation Number: 220125885

Transaction detail for payment to City of Independence.					**Date: 01/13/2025 - 4:46:57 PM MT**
Transaction Number: 234292439 **Visa — XXXX-XXXX-XXXX-6690** **Status: Successful**					
Account #	**Item**	**Receipt Number**	**Void Receipt Number**	**Quantity**	**Item Amount**
Micheladas Antonjito	LIQUOR LICENSE Micheladas Antonjito			1	$100.00

TOTAL: $100.00

Billing Information
OSWALDO VELASCO LOERA
97351

Transaction taken by: Admin ntorreblanca

CITY OF INDEPENDENCE
MEMORANDUM

TO: Mayor and City Council
FROM: City Manager Kenna West
MEETING DATE: February 11, 2025
SUBJECT: Public Hearing Date for AX | 2025-01, Annexation of Certain Rights of Way within the Independence Urban Growth Boundary

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[ ] Information Only [X] Action Requested

STATEMENT OF ISSUE:
At the meeting of February 11, 2025, the Independence City Council will discuss whether to set a date to hold a Public Hearing to annex rights-of-way including portions of:

- Corvallis Road
- Hoffman Road
- A small unincorporated former right-of-way, previously called 6th Street, that is between 4th Street and 6th Street near Maple Street.

To see a map of the areas, please see Attachment A.

BACKGROUND AND DISCUSSION:
Per the requirements of ORS 222.120, the Independence City Council is allowed to annex property without an election, when the Council "elects to dispense with submitting the question of the proposed annexation to the electors of the city" and fixes "a day for a public hearing before the legislative body at which time the electors of the city may appear and be heard on the question of annexation" (see ORS 222.120(2)). Given the fact that only roads or portions of former roads are involved in the annexation and few benefits would occur in submitting the question to voters, staff recommends that the Council dispense with holding an election on the annexation and set a date of April 8, 2025, for a public hearing on the proposal.

FISCAL IMPACT:
No direct fiscal impact would occur as part of the action.

OPTIONS:

A. Make a motion to dispense with submitting the question on the proposed annexation to the electors of the city, set a date of April 8, 2025, for the Public Hearing on AX | 2025-01, and direct staff to provide appropriate notice for the hearing.
B. Take no action.

RECOMMENDATION/SUGGESTED MOTION:
Staff recommends approval of Option A.

Suggested motion: I move to dispense with submitting the question on the proposed annexation to the electors of the city, set a date of April 8, 2025, for the Public Hearing on AX | 2025-01, and direct staff to provide appropriate notice for the hearing.

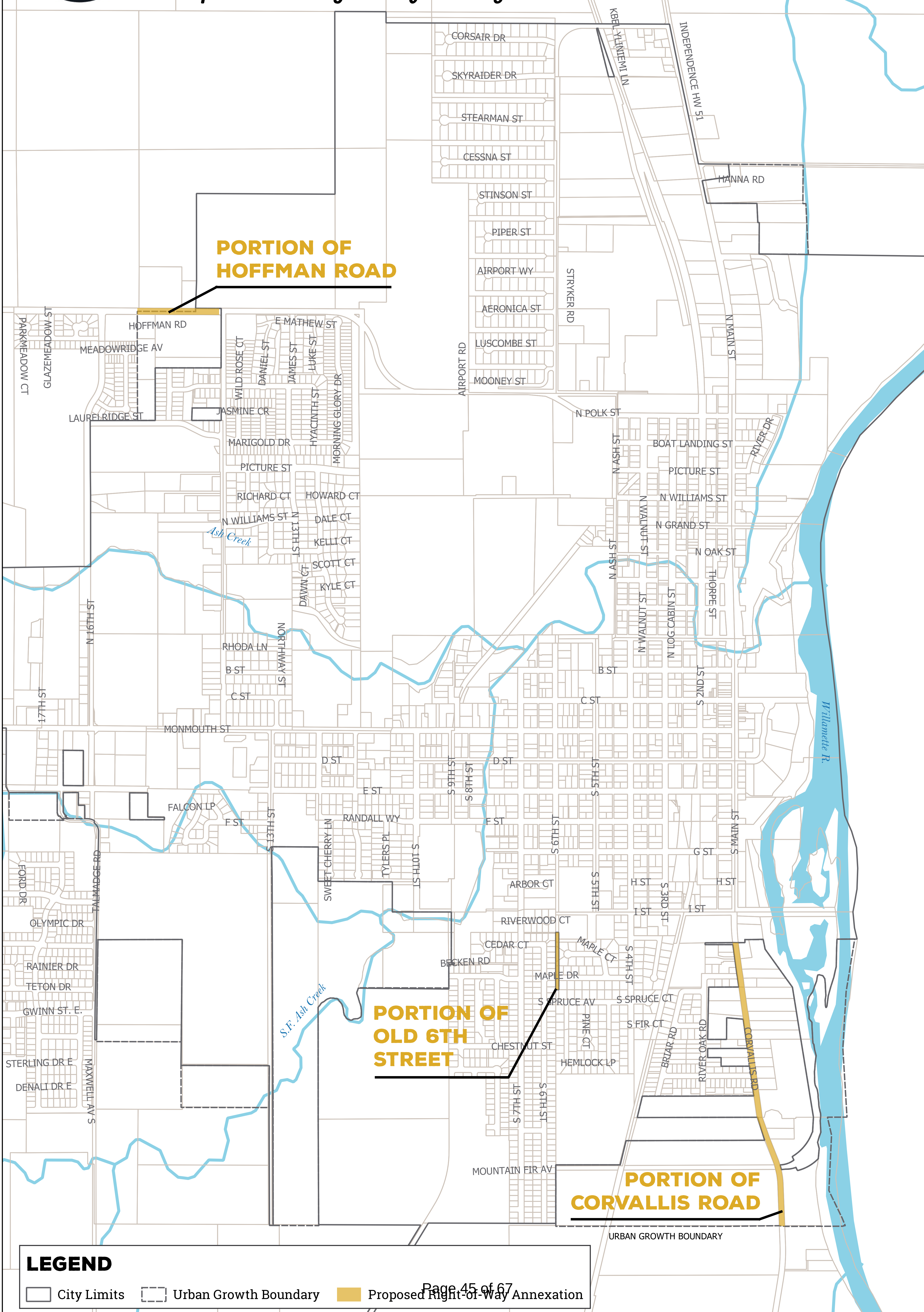
Memo prepared by Fred Evander, Planning Manager

555 South Main Street / Post Office Box 7/ Independence, OR 97351
Phone: 503/838-1212 / Fax: 503/606-3282 / email: kwest@ci.independence.or.us

ATTACHMENT A

CITY OF INDEPENDENCE

Proposed Right-of-Way Annexations



CITY OF INDEPENDENCE
MEMORANDUM

TO: Mayor and City Council
FROM: City Manager Kenna West
MEETING DATE: February 11, 2025
SUBJECT: Legislative Amendment (LA) 2025-01, Small Change to Fence Standards

[ ] Information Only [X] Action Requested

Statement of Issue:
At the City Council meeting on February 11, 2025, the Council will hold a public hearing to consider a small change to the Independence fencing standards to allow chain link fences on some residential lots.

Background:
The Independence Development Code does not currently allow chain link fences on any residential lot.

At the Independence Planning Commission meeting on November 4, 2024, a resident asked the Commission to allow chain link in certain areas of the city. Following the request, the Planning Commission directed staff to prepare a variety of options to permit the fence type in limited circumstances. The attached draft represents one of the options offered.

Fiscal Impact:
No direct fiscal impacts would occur because of the adoption of the code change.

Options:
The Council may:
A. Approve CB #2025-02 as submitted
B. Approve CB #2025-02 with amendments
C. Take no action

Recommendation/Suggested Motion:
Staff and the Planning Commission recommend approval of Option A.

Suggested Motions:

"I move to read the proposed Ordinance, Council Bill #2025-02 to adopt LA 2025-01 in full as the text is contained in the Council packet, for the first time."

Should the motion pass unanimously, a second motion would be in order:

"I move to read the proposed Ordinance, Council Bill #2025-02 for the second time by title only."

Should the motion pass, a third motion would be in order:

"I move to adopt the proposed Ordinance, Council Bill #2025-02."

Attachment:
A. CB #2025-02 and Exhibits

Memo prepared by Fred Evander, Community Planner

555 South Main Street / Post Office Box 7 / Independence, OR 97351
Phone: 503/838-1212 / Fax: 503/606-3282 / email: kwest@ci.independence.or.us

BEFORE THE CITY COUNCIL OF THE CITY OF INDEPENDENCE
STATE OF OREGON, COUNTY OF POLK

An Ordinance Amending Independence Development Code, Section 74.020, Specific Standards for Accessory Uses, To Allow Chain Link Fences in Limited Instances; and Declaring an Effective Date	]]]]	CB-2025-02

ORDINANCE NO.

WHEREAS, the City of Independence received a request from an area resident to consider amendments to the City's existing fence standards to allow chain link fences under limited conditions; **AND**

WHEREAS, the Planning Commission considered the request at their meetings of November 4 and December 4, 2024, and, over that period, prepared a set of potential changes; **AND**

WHEREAS, on November 25, 2024, notice was provided to the Oregon Department of Land Conservation "PAPA" website regarding the potential revisions to the fence standards in the Independence Development Code ("Code"); **AND**

WHEREAS, notice was published in the local newspaper and the City's website on December 25, 2024 of hearings to be held by the Independence Planning Commission ("Commission") and the Independence City Council ("Council"); **AND**

WHEREAS, on January 6, 2024, the Planning Commission conducted a properly noticed public hearing to consider adoption of the proposed amendments to the Code, at which time interested parties and members of the general public had an opportunity to be heard; **AND**

WHEREAS, the Planning Commission unanimously recommended that the City Council approve the proposed code amendments; **AND**

WHEREAS, on February 11, 2025, the Council conducted a properly noticed public hearing regarding the proposed Code amendments, at which time interested parties and members of the general public had an opportunity to be heard, and reviewed the record and recommendations of the Commission and City Staff; **AND**

WHEREAS, the February 11, 2025, public hearing was closed and after deliberation, the City Council found that the proposed amendments to the Code comply with applicable provisions of the City of Independence Comprehensive Plan and the Independence Development Code, as shown in the findings contained in the original Staff Report attached as Exhibit A.

NOW THEREFORE, THE CITY OF INDEPENDENCE DOES ORDAIN AS FOLLOWS:

Section 1. The City of Independence hereby adopts the above recitals and the findings contained in the Staff Report, attached hereto as Exhibit A and incorporated herein by this reference, in support of the amendments to the Independence Development Code as specified herein.

Section 2. Section 74.020 of the Independence Development Code is hereby amended as provided in Exhibit B.

Section 3. All unamended provisions of the IDC shall remain unchanged and in full force and effect.

Section 4. Severability. The sections, subsections, paragraphs, and clauses of this ordinance and the attached code provisions are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs, and clauses.

Section 4. Codification. Provisions of this Ordinance shall be incorporated into the City Development Code, and the words "ordinance" or "section" may be changed to "code," "article," "chapter," "division," or another word, and the sections of this Ordinance may be renumbered or re-lettered, provided however, that any recital clause and boiler plate provisions of this Ordinance need not be codified, and the City Recorder is authorized to correct any cross-references and any typographical errors.

Section 5. Effective Date. This ordinance will take effect thirty (30) days after the date of passage and signature by the Mayor.

First Reading to the Council, this _____ day of ___________, 2025
Second Reading to the Council, this _____ day of ___________, 2025
Adopted, this _____ day of ___________, 2025
Signed by the Mayor, this _____ day of ___________, 2025

ATTEST: ______________________________
KATE SCHWARZLER, MAYOR

____
Myra Russell, City Recorder

INDEPENDENCE
Oregon's Story Begins Here

PUBLIC HEARING
SMALL CHANGE TO FENCE STANDARDS
(FILE NO. LA | 2025-01)
STAFF REPORT

MEETING DATE: February 11, 2025

RECOMMENDATION: **APPROVAL**

FILE NUMBER: LA | 2025-01

RE: Public Hearing – Small Change to Fence Standards to Allow Chain Link in Limited Instances

CRITERIA:
Oregon State Planning Goals
Independence Comprehensive Plan
Independence Development Code (IDC)
-Subchapter 10: General Provisions
-Subchapter 11: Administrative Provisions

CONTENTS:

ATTACHMENTS: A. Proposed Code Changes (2 Pages)

I. SUMMARY

At the City Council meeting on February 11, 2025, the Council will hold a public hearing to consider a small change to the Independence fencing standards to allow chain link on some residential lots.

II. WHAT IS THE PROBLEM?

The Independence Development Code does not currently allow chain link fences on any residential lot.

At the Independence Planning Commission meeting on November 4, 2024, a resident asked the Commission to allow chain link fences in certain areas of the city. Following the request, the Planning Commission directed staff to prepare a variety of options to permit the fence type in limited circumstances. The attached draft represents one of the options offered.

III. PROPOSED CHANGE

The proposed change would allow chain link fences on lots where 50 percent or more of the properties on the same block or cul-de-sac have chain link, so long as the chain link is located in a similar part of the lot as the other properties. No new chain link fences, however, would be allowed in the Independence Historic District.

IV. PUBLIC PROCESS

To inform area landowners about the proposed code change, staff posted a notice of the proposal on the Oregon Department of Land Conservation “PAPA” website on November 25, 2024, and published a notice of the public hearings in the Polk County Itemizer-Observer on December 25. Details about the change were additionally posted on the city website.

The Planning Commission discussed options to allow chain link at their meeting of December 4 and held a public hearing to consider the proposal on January 6, 2025.

As of the date of the writing of this staff report, no public comments have been received about the proposal.

V. RECOMMENDATION

Given the attached findings, staff and the Planning Commission recommend that the City Council move to approve of the small change to the Independence fencing standards.

VI. STAFF FINDINGS - OREGON STATE PLANNING GOALS

Updates to the Independence Development Code are required to meet the Oregon State Planning Goals. Among these goals include provisions related to Citizen Involvement (Goal 1), Land Use Planning (Goal 2), and Urbanization (Goal 14), which together are implemented through measures such as the Independence Comprehensive Plan and Development Code. Combined these goals seek to "accommodate urban population and urban employment inside urban growth boundaries" and "ensure efficient use of land" (see Goal 14), while assuring that citizens are involved in the planning process, and considerations related to future land use needs are addressed. The proposed code has been drafted with these intents in mind.

The proposed code changes would allow chain link fences in limited areas of the City of Independence which are characterized (at least in part) by the fence type. The proposed changes would allow chain link when an existing block or cul-de-sac has at least 50 percent of residential lots with chain link, and the proposed chain link is located in a similar portion of the lot as the other homes' fencing.

VII. STAFF FINDINGS – INDEPENDENCE COMPREHENSIVE PLAN

Proposed changes to the Independence Development Code are required to conform with the goals and policies of the Independence Comprehensive Plan. Key goals and policies of the Comprehensive Plan are noted below:

Land Use

GOAL: **To encourage efficient land use, maintain land use designations appropriate to the character of Independence and meet future land use needs.**

Staff Response: Within the City of Independence, land use designations and standards are intended to be consistent with the character of the community and to meet future land use needs. The proposed fence standards are meant to address these purposes. The proposed draft would continue to limit the use of chain link fencing in Independence, while recognizing that some portions of the community are characterized by the fence type. The proposed approach would allow individuals in certain areas, characterized by the fence type to utilize chain link, so long as it is placed on the same portion of the lot as the similar nearby fencing.

The approach would maintain land use designations appropriate to the character of Independence while allowing more flexible fencing standards for certain residents. This goal would be achieved.

Citizen Participation

GOAL: **To provide opportunities for citizen involvement and to encourage participation by area residents.**

Staff Response: The proposed revisions to the fence standards would balance two somewhat conflicting desires, both of which are valued by residents of Independence:

- The desire to maintain the aesthetics and strong sense of place in the community.
- The desire to have regulations that are not overly burdensome and are well suited to the various contexts in the community.

The code would balance these desires by continuing to limit the use of chain link, while offering opportunities to install the fence type when a neighborhood has 50 percent or more of its homes already using chain link.

To solicit feedback about the proposed changes, staff provided notice:

- On the State Department of Land Conservation and Development "PAPA" website.
- On the City of Independence Planning Department website.
- In the Polk County Itemizer-Observer.

Additionally, the Independence Planning Commission discussed the proposal at a work session on November 4 and December 2 (both of which were posted on YouTube).

Given these items, a variety of opportunities has been provided for individuals to learn about the change and be involved in the process. This goal has been achieved.

VII. STAFF FINDINGS – INDEPENDENCE DEVELOPMENT CODE

Beyond the goals and policies of the Independence Comprehensive Plan, the proposed changes are required to conform with the standards of the Independence Development Code.

Subchapter 10: General Provisions

…

10.040 Amendment of Development Code

Any amendment of the text of this development code shall be accomplished by ordinance of the City Council. Proposals for such amendments shall be submitted to the Planning Commission for public hearing. The Planning Commission shall submit to the City Council its written recommendation regarding the proposed amendment. Such recommendation shall be submitted to the City Council within 30 days of the Planning Commission's action on the proposed amendment. Notice shall also be provided to state land use agencies in accordance with statutory requirements. This is a Type IV action – See 11.002 (D).

Staff Response: The Independence Planning Commission considered the proposed changes during a public hearing on January 6, 2025. Following the hearing, the Commission voted unanimously to forward a recommendation on the draft to the Independence City Council.

The City Council will consider the draft at their meeting on February 11. During that meeting, the Council will be given a draft of an ordinance to potentially adopt the changes. Given this process, this standard will be achieved.

…

Subchapter 11: Administrative Provisions

11.002 Application Types and Review Procedures

All development permits and land use actions are processed under the City's administrative procedures. There are four types of actions, each with its own procedures.

…

D. Type IV Action

A Type IV action is a legislative review in which the City considers and enacts or amends laws and policies. Private parties may request a Type IV action; however, it must be initiated by the Planning Commission, or City Council. The City Council makes the final, local decision. Sections 11.025 and 11.030 list the notice and hearing requirements.

1. Amendments and Revisions of the Comprehensive Plan

2. City Plan Document Adoption, e.g. Water System Plan

3. Zoning Code Amendments

Staff Response: Staff has reviewed the amendment as a Type IV – Legislative Review, which was originally initiated by staff and the Independence Planning Commission, based on a request from a local resident. This standard has been met.

11.015 General Provisions

In order to provide for citizen review of the planning process and the orderly keeping of records of actions relating to this Ordinance, the City shall ensure that the following measures are maintained and available for public review.

…

Staff Response: Staff has taken appropriate steps to ensure compliance with the standards in Independence Development Code Section 11.015, including publishing a notice of the changes in the Polk County Itemizer-Observer, writing a staff report for the change, holding public hearings, and keeping a file for the proposal. This standard has been achieved.

11.025 Notice of Public Hearings

…

B. Legislative Hearings (Type IV). Notice of Public Hearing by the Planning Commission or City Council relating to any legislative action shall be published in a newspaper of general circulation a minimum of 10 days prior to the date of the hearing. Notice shall be provided to the Department of Land Conservation and Development in conformance with DLCD rules prior to the first evidentiary hearing by the City for any legislative action.

Staff Response: Staff sent notice of the proposal to the Oregon Department of Land Conservation and Development on November 25, 2024, and included information about the changes on the City of Independence Planning Department website. Staff additionally published a notice of the public hearings in the Polk County Itemizer-Observer on December 25, 2024. This standard has been met.

DRAFT CHANGE TO FENCE STANDARDS
IDC SECTION 74.020

At the Independence Planning Commission meeting of November 4, 2024, a resident asked the Commission to allow chain link fences in more residential areas of the City of Independence. Following that request, the Planning Commission directed staff to prepare a variety of options to permit the fence type. The attached draft is offered to address the request. The change would allow chain link fences on lots where 50 percent or more of the properties on the same block or cul-de-sac have chain link, so long as the chain link is located in a similar part of the lot as the other properties. No new chain link fences would be allowed in the Independence Historic District.

74.020 Specific Standards for Accessory Uses

A. Fences.

1. Standards for Zones

a. Residential Zones.

i. Height. In the RS, RM and MX zones, fences in the front yard shall not exceed 3 ½ feet in height unless the fence is constructed of a non sight-obscuring material. Side, rear and non-sight-obscuring front yard fences shall not exceed seven (7) in height.

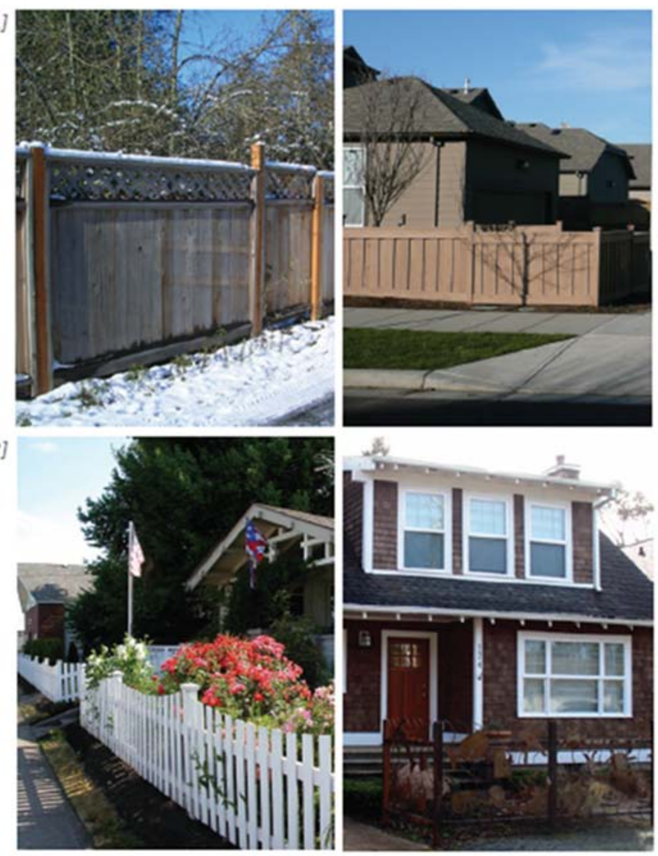
ii. Materials.

A. Fences shall be made of wood, brick, vinyl or wrought iron.

B. Chain link fences shall be prohibited, unless 50 percent of the residential lots on the same block or cul-de-sac have chain link at the time of application submittal. In those instances, chain link may be used in a similar location on the lot as the other properties on the block/cul-de-sac (i.e. along a front, side or rear property line, if the existing fences are found in those locations on the other properties). No new chain link shall be allowed in the Independence Historic District.

[1]

[2]



Fences. *[1] Fences should be made of wood brick or wrought iron. [2] Front yard fences should not exceed 3 1/2 so as not to inhibit surveillance.*

b. Commercial and Industrial Zones. Fences enclosing commercial or industrial uses, for which there is no height limitation, must be at least eight (8) feet high if topped with barbed wire or other injurious material.

2. Vision Clearance Standards for All Fences. All fences which are located within vision clearance areas at street and alley intersections shall not exceed 3 ½ feet in height from the adjacent curb elevation and shall be constructed of a material which is non-sight-obscuring.

3. Standards for Materials. All fences shall be constructed of such material as to be compatible with the surrounding area. No sheet metal, metal roofing, plywood, broken or splintered material, pallets, barbed wire, pig wire, woven wire or farm fence wire shall be used. Stained or discolored fence material shall be painted. All fencing shall be constructed so that the finished side shall face outward. All fences shall be maintained so as to be in an upright, self-standing condition and repaired with the same or similar materials used in the existing fence.

4. Required to Meet State and Local Codes. The construction of the fence shall meet all State and local codes. Fees and plans showing the location, materials and design of all fences shall be submitted to the city for a permit prior to construction.

EXHIBIT B

74.020 Specific Standards for Accessory Uses

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1. Standards for Zones

   a. Residential Zones.

      i. Height. In the RS, RM and MX zones, fences in the front yard shall not exceed 3 ½ feet in height unless the fence is constructed of a non sight-obscuring material. Side, rear and non-sight-obscuring front yard fences shall not exceed seven (7) in height.

      ii. Materials.

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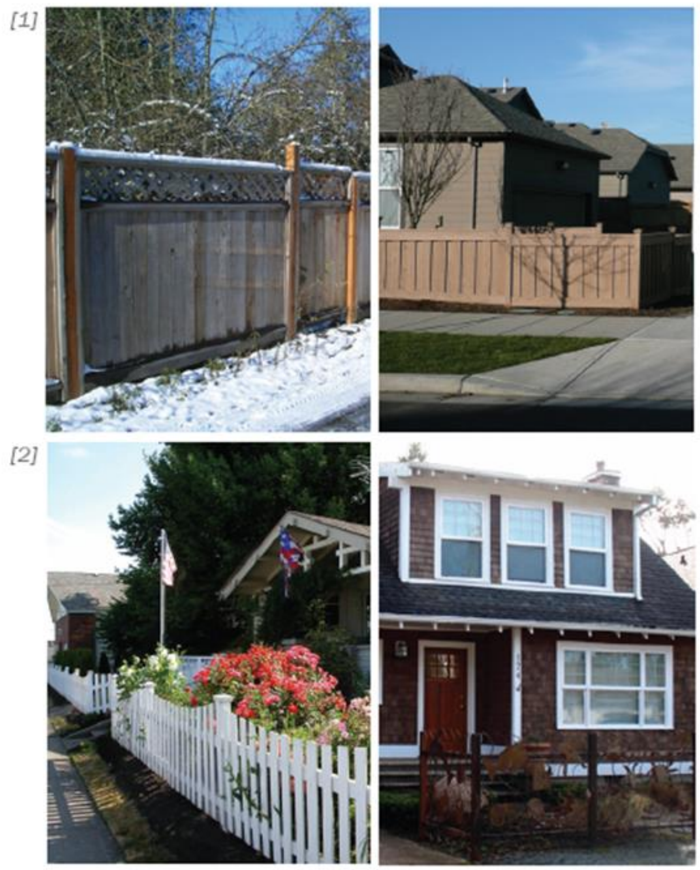
         B. Chain link fences shall be prohibited, unless 50 percent of the residential lots on the same block or cul-de-sac have chain link at the time of application submittal. In those instances, chain link may be used in a similar location on the lot as the other properties on the block/cul-de-sac (i.e. along a front, side or rear property line, if the existing fences are found in those locations on the other properties). No new chain link shall be allowed in the Independence Historic District.



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Management Team Notes
Wednesday, January 29, 2025

Present: Kenna, Myra, Juventino, Gerald, Patrick, Fred, Shawn, Emmanuel, Amanda, Rob, Amy

- Pending agenda review.

Fred:
Key upcoming work:

- -5th Street Safe Routes to School Project – Will start outreach for the 5th Street Safe Routes to School Project over the next couple of months. Not sure what outreach will include.
- **-**Working on Potential Annexation of an Unincorporated Island – Sent a letter out to five properties off Maple Street (between 4th and 6th Street) to determine if they had any concerns about annexation. Will potentially include the properties in an upcoming annexation of rights-of-way.
- -Videos for Planning Commission/Historic Preservation Commission – Show videos to the Historic Preservation Commission and Planning Commission. If anyone comes across a good video related to Historic Preservation or an interesting city topic, please send them to me to potentially show to the Commissions.

Other work:

- -Central Talmadge Project – Code and Comprehensive Plan changes associated with the Central Talmadge Plan have been drafted and been through a review by the Planning Commission. Continuing work to address a comment from the Department of Land Conservation and Development before the document is considered by Council (likely at the March 11 meeting).
- -Infill Housing Code Update – Preparing information to help frame the project. The project will likely start in late February or early March. Hope to have initial discussions with the Planning Commission and the Historic Preservation Commission to discuss their goals for the project at their meetings in February.
- -Trolley – Continuing to look for trolley funding and to improve service. Transitioning to a new route tracking software, ordering replacement signs, and working to construct and install new shelters soon.
- -Planning Commission – The February Planning Commission meeting will include a discussion about a rezone request, a discussion about goals for the infill housing code update, and a request to extend the approval for Brandy Meadows.
- -Project Review – Reviewing various development permits.

Juventino:
- Staffing Update - One applicant in backgrounds.
- Accreditation - Had assessor on site on Monday January 27. Pending accreditation board review.
- Major Crime Team activation also on Monday.
- Radio interview scheduled for Tuesday February 4.

Gerald:
Project Updates

- **2018-03 Polk Well #4**: Waiting on Pacific Power. Anticipated construction completion and closeout by April 2025. Testing and acceptance of well by the state to start shortly after project completion.

- **2022-03 Polk Co Hoffman-Gun Club Rd SRTS**: Working with County on storm drainage issues.
- **2022-09 WWTP Upgrade**: 60% design in February, 90% design April 2025, bidding November 2025, and construction in February 2026.
- **2022-12 OR 51–5th St SRTS Crossing**: Waiting for scope of work. Received grant from the state.
- **2022-13 Sunset Park Improvements**: Waiting on Pacific Power for pathway lighting.
- **2022-17 9th St PS Ph 2-3**: Plans submitted to DEQ for review. Design on same schedule as WWTP upgrade.
- **2023-04 Surface Water Treatment Plant:** Design on hold pending property acquisition.
- **2023-06 Stormwater Master Plan Update:** Anticipate start of master plan in March 2025.
- **2023-09 Road Survey for Annexation-Juris Transfer:** Working with Polk County to transfer annexed roadways. Additional annexations to follow this year.
- **2023-11 Parks Master Plan Update:** Second open house scheduled for 06/12/25, and virtual open house on 06/13/24. Parks Board review of documents scheduled for 04/25/26, and 07/17/25.
- **2023-12 Chestnut St Bridge:** Project to be managed with the assistance of Marion County.
- **2023-13 Corvallis Rd Waterline:** Bidding in the late summer 2025.
- **2024-01 ODOT ADA Upgrades:** Constructing anticipated in 2025.
- **2024-04 Polk-Main Intersection Improvement:** Reviewing scope of work.
- **2024-05 Biosolids Removal (Lagoon 1):** Anticipate RFP to go out in February 2025 and project completion by fall of 2025.
- **2024-07 F Street Water Tower Structural Assessment:** No proposals received. Preparing request for scope of work.
- **2024-08 Polk WTP Pump Upgrade:** Reviewing scope of work.
- **2024-09 Sludge Survey:** Submitted a scope of work request.
- **2024-10 Water Loss Survey:** Submitted a scope of work request.

Administrative Updates

- Working on FY 25-26 budget.
- Staff updating public works standards and detail drawings.
- Staff working on multiple development application, design, and construction reviews. The following is a status update on larger projects still underway. Projects with no progress or plan approvals have been removed.
    a. 2021-02 SW Crossing: Plans approved.
    b. 2022-18 478 S Main Mixed-Use: Construction underway.
    c. 2023-02 Brandy Meadows 5-6: Plan approval expires on 02/27/25.
    d. 2023-14 601 Stryker Rd Industrial: Plans approved.

Shawn:

- Marshall and I will be helping IDA with Main Street reporting
- Attended city day at the capital with mayor and Kenna. Visited reps and senator Patterson

Emmanuel:

- Working on Love local promotion, eat and enjoy local
- Parks master plan extra outreach, received five extra respondents
- Mayor Kate Town Hall promotion
- New video newsletter with Chief Bañuelos
- Working on Wall that Heals promotion and comms plan
- KOIN 6 segment aired yesterday; great response
- 5th street safe routes to school outreach
- Working on getting newsletter going for Polk Fire, improving external comms strategy

Amanda:
- I will be attending training intermittently over the next few weeks while simultaneously working on multiple projects.

Rob:
- Jamie started.
- Closed on Umpqua financing.
- Year end W2 and 1099 reporting filed.

Amy:
- The museum will be reducing its public hours. The new hours will be Wednesday through Saturday, 10:00 AM to 4:30 PM. Museum Curator will use Tuesdays to get management and collection care tasks done on a flexible schedule.
- We will be bringing an intern to assist with public-facing hours and begin a collection inventory as we plan for the museum's possible future.
- This weekend, the mayor will be hosting a town hall at the museum on Saturday, February 1st, 1:00 PM.
- That morning, we will also be holding our semi-annual cleanup day with board members. This effort helps maintain the museum's appearance, ensures exhibits remain in good condition, and provides an opportunity to tackle projects that require extra hands.
- Last week, we hosted a blind-deaf interpreter training with 30 participants in the museum. These trainings are always a positive and valuable experience.
- We are currently working on a Braemar Charitable Trust grant application to revamp our Veterans Corner in coordination with *The Wall That Heals* coming to our community this year.

Jason:
- Working on new data hierarchy for SharePoint repositories.
- First MINET board meeting went well – very happy to see that they have a focus on maintenance.
- Coordinating contractors for repair of the Osprey nest camera. I hope to have this repaired sometime in early March.
- Building new infrastructure for new security monitoring software.
- Continuing to work on Windows 11 upgrade project.

Myra:
- Finished W2's, working on Jan payroll
- Working on Resolution for Shawn SPWF

From: Tom Henderson <thenderson.newsroom@gmail.com>
Sent: Sunday, February 2, 2025 4:54 PM
To: Myra Russell <mrussell@ci.independence.or.us>
Subject: Letter of support re: museum

Feb. 2, 2025

Dear Mayor Schwarzler and members of the council,

"You have to be a business before you can be a mission."

Someone inevitably says this -- or words to that effect -- whenever budgets are discussed. And it's true. Fiscal solvency and responsibility are important. However, there comes a point where you have to be a mission, or there's no point to being in business.

As much as demagogues on the stump love to court voters by saying government should be run like a business, you and I and our neighbors know better ... don't we? We know our city is ultimately not a business. It is a community -- united not for turning a profit for shareholders but to promote the greater good for all of its members.

We can become a collection of isolated individuals who share nothing more than a ZIP code in a city content to arrest lawbreakers and respond to fires and traffic accidents, but we do so at our peril. We must also invest in the things that bind us together as a community.

Nothing among those things is more important than our collective memory as represented by our local museum. It is more than a dusty attic where we keep our stuff. It is the repository of our story -- the story of where we came from, how we got where we are, and where we're going from here.

If we surrender our museum, we capitulate to the most willful of ignorance. We announce not only to ourselves but to the world that we don't care about having a community. We just want to pay the light bill.

I have spent much of my adult life in Independence. I chronicled the life of the town as a reporter alongside the late John Oliver and Dave Cooper at the Independence office of the Itemizer-Observer on Monmouth Avenue. I drew one of my first professional paychecks from Herb Swett at the Monmouth-Independence Sun-Enterprise. I returned to the community after I married a Central High School graduate.

The Independence Renaissance has truly been a wonder to behold.

However, so many things that hold the community together -- from the museum to the library and even the schools -- seem to be withering from neglect and disinterest. People want local government to tighten its belt, little realizing the belt is around the neck of the community itself.

I know times are tough. I know saving the museum will require extraordinary effort and creativity. However, the people who built this community deserve so much more than to be forgotten because remembering them was just too difficult under the current circumstances.

Circumstances change. The community should endure. Ensuring that is your duty as city councilors and ours as citizens.

Thank you.

Tom Henderson

Independence

PENDING CITY COUNCIL AGENDA ITEMS:

1/29/2025

FEB 11, 2025 - 6:30 PM

Agenda items due: Noon, 02/05/2025

- Special Session: Council vacancy interviews 5:30 PM
- 2025-26: Adopt Budget Calendar, appoint Budget Officer (West)
- Liqour License (Gilbert)
- SPWF Loan and Grant Res (Irvine)
- Public Hearing Fencing (Evander)
- Appointment of new council member
- Board appointments
- Councilor Training 7:00 PM/following meeting
- Minutes/Misc Corresp/Notes/PAC

+ Urban Renewal Agency Meeting: Budget

FEB 25, 2025 - 6:30 PM

Agenda items due: Noon, 02/19/2024

Pre Work Session-Finance/Budget

- Minutes/Misc Corresp/Notes/PAC
- Liaison Reports: Library Board, Museum Board and Continuum of Care

+ Urban Renewal Agency Meeting, if needed

MAR 11, 2025 - 6:30 PM

Agenda items due: Noon, 03/05/2025

- Precouncil staff town hall-Budget (5:30)
- Audit presentation (Moody)
- CTP code change (Evander)
- Annexation Hearing (Evander)
- Council Liason Appointments
- Minet board
- BRIC Grant (Irvine)
- Work Session
- Right of way annexation
- Minutes/Misc Corresp/Notes/PAC

+ Urban Renewal Agency Meeting, if needed

MAR 25, 2025 - 6:30 PM

Agenda items due: Noon, 03/19/2024

- Joint Work session- FEMA PICM
- Work Session
- Minutes/Misc Corresp/Notes/PAC
- Liaison Reports: Traffic Safety, Historic Preservation, and Planning Commission

+ Urban Renewal Agency Meeting, if needed

APR 8, 2025 - 6:30 PM

Agenda items due: Noon, 04/02/2025

- Code Change-HB3395 (Evander)
- Annexation Hoffman/Corvallis (Fisher)
- Minutes/Misc Corresp/Notes/PAC

+ Urban Renewal Agency Meeting, if needed

APR 22, 2025 - 6:30 PM

Agenda items due: Noon, 04/16/2024

- Minutes/Misc Corresp/Notes/PAC
- Liaison Reports: Traffic Safety, Historic Preservation, and Planning Commission

+ Urban Renewal Agency Meeting, if needed

Future Items:

Update Fee Schedule (Events fees - parks)
Franchise Agreements (updates ongoing)
Resolution: Purchasing Authority *(West)*
IGA - Mon/Indy Trolley Board *(West/Evander)*
United Way Cottage Housing (West)
Dusk to Dawn

Future Council Work Sessions:

Future PW Agenda Items:

Code update: Ch. 34, related to Water, Sewer, Stormwater and Utility Billing

City Council Liaisons:

Historic Preservation Commission: Councilor Corr
Planning Commission: Councilor Corr
Independence Days Commission: Councilor
Library Board: Councilor Morton
Museum Advisory Board: Councilor Morton
Parks & Rec Committee: Councilor
MINET: Councilor
Traffic Safety Commission: Councilor Roden
Continuum of Care: Councilor Martin-Willis