Monday, May 18, 2020
3:00 p.m. Special Meeting

**NOTE SPECIAL DATE & TIME**

Livestreamed on YouTube at: https://www.youtube.com/channel/UCwNz5TMMyHTN4itpJm_efb9Q
Constituent input may be submitted via email to boc@co.lincoln.or.us

I. **CALL TO ORDER**

II. **SOUND CHECK**

III. **ROLL CALL - ESTABLISHMENT OF A QUORUM**

IV. **RECOGNITION/PROCLAMATION**
   A. Resolution # Proclaiming May as Older Americans Month in Lincoln County

V. **ADOPTION OF CONSENT CALENDAR**
   A. Minutes of Board of Commissioners Meeting
   B. Commission Appointments and Resignations
   C. License Applications or Renewals
   D. Tax Foreclosure, Right-of-Way, Sales and Deeds
   E. General Budget Resolutions
   F. Acting as Governing Body of County Wide Service Districts
   G. Documents and Recording Matters in the Commissioners Journal
      1. Order #5-20- Amendment #10 to Oregon Health Authority Intergovernmental Agreement #159820 for the Financing of Public Health Services (effective 7/1/19-6/30/20; not to exceed $66,559)
      2. Order #5-20- Master Subscription Service Agreement between MUNIRevs, Inc. and Lincoln County for Vacation Rental Compliance Module, LODGINGRevs, and the Online Registration Service
   H. **Execution of Documents**
I. Recordation of Documents
   1. Order #5-20-136 Modifying Order 4-20-118 Exercising Authority to Act to Protect Lincoln County Citizens and Minimize the Effects of the COVID-19 Emergency
   2. Order # 5-20- Agreement #34203 between Oregon Department of Transportation and Lincoln County Transportation Service District (effective 05/01/2020 – 06/30/2021, not to exceed $610,918)

VI. REPORTS
   A. Lincoln County Public Health COVID-19 Update – Presented by Nicole Fields, Public Health Deputy Director
   B. Incident Management Team Update – Presented by Rachael Maddock-Hughes, Wiley Thompson,
   C. Commissioners

VII. DECISION/ACTION
   A. Resolution #20-18-5B Extending Declaration of Emergency Related to COVID-19 through June 25, 2020
   B. Order #5-20- Transfer of Jurisdiction a Portion of Logan Road, County Road #100 to the City of Lincoln City – Presented by Wayne Belmont, County Counsel

VIII. DISCUSSION/INFORMATION
   A. Implementation of Reopening Plan for Lodging Properties - Presented by Wayne Belmont, County Counsel
   B. Other Reopening Plans and Updates – Board and staff
   C. Small Business Emergency Loan Fund – Presented by Wayne Belmont, County Counsel

IX. ADJOURN

X. OTHER SCHEDULED MEETINGS AND APPOINTMENTS OF THE BOARD
   Wednesday, May 20, 2020 – 6:00 p.m. – Lincoln County Budget Committee
   Tuesday, May 26, 2020 – 9:00 a.m. – Office Meeting and Board Briefing in the Commissioner’s Small Meeting Room, Lincoln County Courthouse Room #110, 225 West Olive Street, Newport; meeting to cover office priorities, operations, procedures, and workflow
   Tuesday, May 26, 2020 – 3:00 p.m. – Board of Commissioners Meeting

For special physical, language, or other accommodations at Board's meeting, please contact the Board at 265-4100 (voice) or dial 7-1-1 Relay Service and include e-mail as soon as possible, but at least 48 hours before the meeting.
BEFORE THE BOARD OF COMMISSIONERS
FOR THE COUNTY OF LINCOLN, OREGON

In the Matter of )
) RESOLUTION #________________
PROCLAIMING MAY 2020 AS “OLDER AMERICANS
MONTH” IN LINCOLN COUNTY )

WHEREAS, Lincoln County includes a growing number of older Americans who enrich our community through their diverse life experiences; and

WHEREAS, Lincoln County is committed to strengthening our community by connecting with and supporting older adults, their families, and caregivers, and acknowledging their many valuable contributions to society; and

WHEREAS, Lincoln County recognizes the importance of bringing together all generations and engaging in activities that promote physical, mental, and emotional well-being for the benefit of all; and

WHEREAS, Lincoln County can enhance the lives of older Americans in our community by:
- promoting home- and community-based services that support independent living;
- involving older adults in community events and other activities; and
- providing opportunities for older adults to work, volunteer, learn, lead, and mentor.

NOW, THEREFORE, we, the Lincoln County Board of Commissioners, do hereby proclaim May 2020 to be "Older Americans Month.” We urge every resident to take time during this month to recognize older adults and the people who serve them as essential and valuable members of our community.

Dated this 18th day of May 2020.

LINCOLN COUNTY BOARD OF COMMISSIONERS

________________________________
KAETY JACOBSON, Chair

________________________________
DOUG HUNT, Commissioner

________________________________
CLAIRE HALL, Commissioner

Lincoln County Board of Commissioners
225 West Olive Street, Room 110
Newport, OR 97365
(541) 265-4100
BEFORE THE BOARD OF COMMISSIONERS
FOR LINCOLN COUNTY, OREGON

In the Matter of: ) RESOLUTION NO. _________________
The Extension of the Declaration of )
Emergency Related to COVID-19 )

WHEREAS, on March 13, 2020, Chair Kaety Jacobson signed a Declaration of Emergency (Resolution No. 20-18-3A) regarding the COVID-19 pandemic; and

WHEREAS, the State of Emergency was ratified by the full Lincoln County Board of Commissioners and extended to be in effect until April 30, 2020, in Resolution No. 20-18-3B; and

WHEREAS, the Declaration of Emergency was extended until May 8, 2020, in Resolution No. 20-20-4B; and

WHEREAS, at a joint meeting on April 27, 2020, between Lincoln County and the cities within Lincoln County and the Confederated Tribe of Siletz Indians, the Lincoln County Board of Commissioners made, seconded and approved a motion to extend the Declaration of Emergency until May 31, 2020; and

WHEREAS, by Resolution of the Lincoln County Board of Commissioners dated May 18, 2020, the afore-mentioned motion was memorialized;

WHEREAS, the Emergency Declaration should be further extended because there is a reasonably anticipated need to provide various public protections for COVID-19 well into the month of June, 2020;


DATED this 18th day of May, 2020.

LINCOLN COUNTY BOARD OF COMMISSIONERS

_______________________________
Kaety Jacobson, Chair

_______________________________
Doug Hunt, Commissioner

_______________________________
Claire Hall, Commissioner
BEFORE THE BOARD OF COMMISSIONERS
FOR LINCOLN COUNTY, OREGON

In the Matter of ) ORDER # _________________

COMPLETING THE TRANSFER OF )
JURISDICTION OVER A PORTION OF )
LOGAN ROAD, COUNTY ROAD #100 )
TO THE CITY OF LINCOLN CITY )

WHEREAS Lincoln County initiated transfer of jurisdiction over a portion of Logan Road, County Road # 100 via Board Order # 1-20-04 adopted on January 8, 2020 and by this reference incorporated herein\(^1\); and

WHEREAS that Order authorized a hearing on the transfer of the road in accordance with ORS 373.270. Notice of that hearing was published and posted in accordance with ORS 373.270(2). The Board of Commissioners held the hearing on February 12, 2020 at the time and location set in the publication. No objections or testimony adverse to the transfers was received. Testimony in favor of the transfer was received; and

WHEREAS the Board determined that it is in the best interests of the County to surrender jurisdiction over the portion of Logan Road identified in Board Order # 1-20-04 and pursuant to ORS 373.270(5) the County through Order #2-20-55 offered to surrender the subject portion of Logan Road, County Road # 100 to the City of Lincoln City. The County

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\(^1\) As noted in Order # 1-20-04, a portion of Logan Road was previously transferred by the County and accepted by the City of Lincoln City in 2009. Lincoln County Board of Commissioners Records Book 074, Page 1441. This action when completed would transfer the remainder of Logan Road to the City.
and City have agreed that if transfer of this Road was accepted as part of this Order and offer, the County will pay the City **$415,000** in lieu of further improvements to Logan Road; and

WHEREAS by the City of Lincoln City, pursuant to ORS 375.270(5)(b), accepted the County Offer in Board Order #2-20-55, and memorialized its decision by adopting Lincoln City Ordinance 2020-11 (adopted on April 13, 2020 and effective 30 days thereafter).

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Board of Commissioners finds it is in the best interests of Lincoln County to complete the transfer to the City of Lincoln City that portion of Logan Road, County Road #100 identified in Exhibit “A” attached hereto and incorporated herein.

2. Pursuant ORS 373.270(5) Lincoln County surrenders jurisdiction of the that portion of Logan Road, County Road # 100 identified in this Order to the City of Lincoln City effective upon recordation of this Order with attachments in the Lincoln County Commissioners Journal. A copy shall also be recorded in the property records of the Lincoln County Clerk without fee.

3. Under ORS 373.270(5)(b) the City of Lincoln City has enacted appropriate municipal legislation to accept the Order and offer. The City adopted Ordinance 2020-11 effective May 13, 2020 memorializing acceptance. A copy of that Ordinance is attached hereto and incorporated herein as Exhibit “B”.

4. With recordation of this Order, Lincoln County’s jurisdiction over Logan Road as identified in Exhibit “A”, and responsibility for improvement, construction and repair of that road shall cease. Full and absolute jurisdiction over Logan Road in its entirety for all purposes
of repair, construction, improvement and the levying and collecting of assessments therefore 
vests in the City of Lincoln City.

(3) Pursuant to Order # 2-20-55 the Lincoln County Public Works department is 
ordered to pay the City of Lincoln City $415,000 in lieu of improvements to Logan Road, 
County Road # 100.

(5) Copies of this Order be provided to Ron Chandler, City Manager, City of 
Lincoln City for distribution to the Mayor and City Council, City Attorney, and City Public 
Works Director; to Roy Kinion, County Public Works Director; and to Wayne Belmont, 
County Counsel.

DATED this 18th day of May, 2020.

LINCOLN COUNTY BOARD OF COMMISSIONERS

__________________________________
Kaety Jacobson, Chair

__________________________________
Doug Hunt, Commissioner

__________________________________
Claire Hall, Commissioner

Page 3 -- ORDER # 2-20-____
Exhibit “A”

LOGAN ROAD – COUNTY ROAD # 100
JURISDICTIONAL TRANSFER

Beginning at the northerly limit of that section of Logan Road – County Road # 100 which was previously transferred to the jurisdiction of the City of Lincoln City as described in Lincoln County Board of Commissioners Order #6-09-135 recorded in Book 074, Page 1441, Lincoln County Commissioner’s Records; thence northerly to the northern terminus of said Logan Road in Section 26, Township 6 South, Range 11 West, W.M., Lincoln County, Oregon.
Exhibit B

ORDINANCE 2020-11

AN ORDINANCE OF THE CITY OF LINCOLN CITY
ACCEPTING THE TRANSFER OF A PORTION OF LOGAN ROAD, LINCOLN COUNTY
ROAD #100, FROM LINCOLN COUNTY, OREGON PURSUANT ORS 373.270(5)(b)
AND LINCOLN COUNTY ORDER 2-20-55.

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

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

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

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

WHEREAS, Lincoln County pursuant to ORS 373.270(5)(a) has offered to transfer a
portion of Logan Road, County Road #100, to the City of Lincoln City; and

WHEREAS, Lincoln City, pursuant to ORS 373.270(5)(b) desires to accept the offer of
transfer as reflected in County Offer 2-20-55 on or before the April 15, 2020 deadline;
and

THE CITY OF LINCOLN CITY ORDAINS AS FOLLOWS:

Section 1. Acceptance. The City of Lincoln City accepts the offer of Lincoln
County to transfer Logan Road, County Road #100 to the City of Lincoln City under the
terms as set forth in approved Lincoln County Order 2-20-55.

Ordinance 2020-11 (Logan Road acceptance)
Section 2. Findings Adopted. The findings in support of the proposed vacation are hereby adopted by the City Council as set forth in the public hearing staff report in the record of this proceeding.

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

Section 4. Effective Date. Pursuant to Chapter IX, Section 9.3, this ordinance takes effect 30 days after the date of its adoption.

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

PASSED AND ADOPTED by the City Council of the City of Lincoln City this 13th day of April 2020.

[Signature]

DICK ANDERSON, MAYOR

ATTEST:

[Signature]

CATHY STEERE, CITY RECORDER

APPROVED AS TO FORM:

[Signature]

RICHARD APPICELLO, CITY ATTORNEY

Ordinance 2020-11 (Logan Road acceptance)
AGREEMENT

Small Business Emergency Loan Fund

This Agreement is made and entered into effective on the date described in paragraph 4, by and between Lincoln County ("County"), [ADDITIONAL_PARTNERS?] and Community LendingWorks ("CLW"), referred to collectively in this Agreement as the "Parties".

RECITALS

A. The World Health Organization has declared COVID-19 pandemic a global pandemic. The President of the United States has declared COVID-19 to be a national emergency. The Governor of the State of Oregon had declared COVID-19 a public health emergency.

B. The orders resulting from these various declarations, the recommended hygiene protocols and limits on the number of individuals that can gather at a single location has had a severe economic impact on small businesses and their employees.

C. The current restrictions are expected to remain in place for at least the next several weeks.

D. The Parties believe that relying solely on State and Federal loan programs will not be as impactful as many people assume. Many small businesses across industries will not be around to apply for those programs in the 3-4 weeks it will take to set those up.

E. Small businesses and their employees need immediate financial assistance to mitigate the effect of the COVID-19 pandemic.

F. The Parties wish to establish a Small Business Emergency Loan Fund ("Fund") to assist impacted local small businesses in Lincoln County.

The Parties therefore agree as follows:

AGREEMENT

1 Small Business Emergency Loan Fund Structure.

1.1 The Fund will be initially capitalized by: a $XXX,XXX grant from Lincoln County, a $XXX,XXX grant from [PARTNER2], and a $XXX,XXX grant from [PARTNER 3] to Community Lending Works. One-hundred percent (100%) of the initial grants provided by [PARTNER 1], [PARTNER 2], and [PARTNER 3] will be made available to eligible applicants in the form of grants; additional rounds of funding may be invested in CLW as a 0% interest loan, and may be distributed to businesses as Emergency Business Loans.
1.2 CLW will charge administrative fees as follows:

1.2.1 For funds contributed to the Fund as a grant capital and distributed as Emergency Grant to businesses, CLW will charge a 6% administrative fee.

1.2.2 For funds contributed to the Fund as either grant or 0% loan capital and distributed as Emergency Loans to businesses, CLW will charge a 4% admin fee and will retain the 2% interest charged on loans as they are repaid.

1.2.3 For any Emergency Grants or Emergency Loans originated by CLW on behalf of the County or other Partner, from funds that remain with the County or Partner and are not administered by the Fund, CLW will charge a 6% admin fee.

1.3 The Parties acknowledge that CLW is the subject matter expert and will own and administer the Fund. CLW will provide the County and any additional investors into the Fund with a monthly report on the status of the Fund and its use.

1.4 Eligibility. Employers with less than 20 Full Time Employees as of the end of the calendar year 2019 are eligible to apply for a loan.

1.5 Allocation of Funds. For the first 2 weeks after the funds are made available for businesses, funds from [PARTNER 1] will be allocated as follows: [INSERT GEOGRAPHIC RESERVATIONS AS NEEDED].

1.6 Funds granted from [PARTNER 2] and [PARTNER 3] will be allocated for the first two weeks after becoming available to businesses within that City.

1.7 The Pool or jurisdiction of any business will be determined by the physical address of the business. Businesses with physical locations in more than one location will be considered in more than one pool and funded by 1) a split from both pools or 2) by the pool/jurisdiction with funds remaining.

1.8 Unused Funds. After 2 weeks of being available according to the allocation outlined in 1.4, remaining capital may be open to all businesses within Lincoln County, regardless of Pool or jurisdiction, subject to mutual agreement by the parties. Subsequent investments from any partner will follow the allocation outlined in section 1.4 for a two week period following release of the new funding, after which they will be available to all Lincoln County businesses, regardless of pool.
2 Application Requirements.

2.1 The application process will be streamlined and limited to no more than two pages in length.

2.2 The applicant must provide 2019 financials and 2020 year to date financials to ensure that funds do not go to businesses that were failing pre-COVID-19. CLW has sole discretion in determining the pre-COVID-19 health of each business. The term “Financials” includes, but is not limited to, profit and loss statements, balance sheet or any other documents that CLW determines is relevant to the loan application process.

2.3 The applicant must provide an Emergency Action Plan outlining and explaining, at a minimum, how the applicant would use the emergency funds; other measures already taken to appropriately downsize operations and reduce expenses; and how long the business currently expects to remain ‘in operation’ (even if closed to the public) with the help of the Emergency Grant. CLW has sole discretion to determine the reasonableness of the Emergency Action Plan.

2.4 CLW has sole discretion on the final approval or denial of all grants and loans.

2.5 CLW has sole discretion in ongoing loan servicing for all loans originated from the Fund.

3 Grant Terms.

3.1 Grant amounts would range between $5,000.00 and $30,000.00 to provide operational shore-up support.

3.2 The applicant will be required to report monthly to CLW so that CLW can provide technical assistance.

4 Loan Terms.

4.1 Loan amounts would range between $5,000.00 and $30,000.00 to provide operational shore-up support.

4.2 No loan payments would be due for six (6) months after the loan is made, but interest would begin accruing immediately at an interest rate not to exceed two percent (2%).
4.3 Payments from seven months (7) to twelve months after the loan is made would be interest only.

4.4 The balance of the loan repayment would be repaid over the following twenty-four (24) to forty-eight (48) months.

4.5 The applicant will be required to report monthly to CLW so that CLW can provide technical assistance.

4.6 No collateral will be required; however, the applicant will be required to execute a promissory note or other agreement legally obligating the applicant business to repay the loan.

5 Duration. The agreement term shall take effect on the Effective Date and shall continue in place until December 31, 2020, or until earlier terminated pursuant to Paragraph 6. of this agreement. The effective date is the date of the last necessary signature to the Agreement.

6 Termination. Upon thirty days' prior written notice delivered to the persons designated in Paragraph 8 to receive notice, either party, without cause, may terminate its participation in this agreement. Upon termination, the parties will mutually agree upon disposition of any unspent funds.

7 Amendments. This Agreement may be modified or extended by written amendment signed by a majority of the parties. Additional Parties may be added to the agreement with agreement of a majority of the then existing Parties.

8 Administration. Each party designates the following person as its representative for purposes of administering this agreement.

CLW: [PARTNER 1]
Emily Reiman 
Name
212 Main Street
Address Line 1
Springfield, OR 97477
Address Line 2
541-345-7106
Phone
Emily.reiman@devnw.org
Email

[PARTNER 2] [PARTNER 3]
Contact
Address Line 1
9 **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or damages including attorney fees, at trial and on appeal, arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.

10 **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

11 **Insurance.** Each party working under this agreement is either a subject employer under the Oregon Worker’s Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker’s Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126.

12 **Assignment.** Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party’s written approval.

13 **Compliance with Laws.** CLW shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations, at all times and in their performance under this Agreement. CLW specifically agrees that it will comply with all applicable requirements of Federal and State civil rights and anti-discrimination statutes, rules and regulations.

14 **No Third-Party Beneficiaries.** Nothing in this agreement is intended to confer any rights to any person, firm, group, corporation or entity who is not a named party to this agreement.

15 **Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

Community Lending Works: [PARTNER 1]:
By: ____________________________________________  
   Emily Reiman, CEO  
   Dated: ________________________________  
   Dated: ________________________________  

[PARTNER 2]:  
   By: ____________________________________________  
   Dated: ________________________________  
   Dated:  

[PARTNER 3]:  
   By: ____________________________________________  
   Dated: ________________________________  
   Dated:  

________________________________