Monday, June 22, 2020
3:00 p.m. Special Meeting

**NOTE SPECIAL DATE & TIME**

Livestreamed on YouTube at: 
https://www.youtube.com/channel/UCwNz5TMyHTN4itpJm_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

V. ADOPTION OF CONSENT CALENDAR
   A. Minutes of Board of Commissioners Meeting
      1. Order #6-20- BOC Meeting Minutes 5.11.2020
   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
   H. Execution of Documents
      1. Order #6-20- Amendment #11 to Intergovernmental Agreement #159820 between Oregon Health Authority and Lincoln County for the Financing of Public Health Services – COVID funding (effective 3/27/2020-12/31/2020; not to exceed $230,254)

VI. DISCUSSION/INFORMATION (Note the Board could act on the following topics)
   1. Lincoln County Public Health and Oregon Health Authority COVID-19 Update – Presented by Rebecca Austen, Public Health Director
   2. Broadband Support
   3. Camping at Lincoln County Parks
   4. Lincoln County and City of Toledo Georgia Pacific Strategic Investment Program (SIP) Agreement
5. Commissioners

VII. DECISION/ACTION
A. Resolution #20-22-6_ Extending Lincoln County’s Worker’s Compensation Coverage to Volunteers of Lincoln County for the Fiscal Year 2020-2021

VIII. PUBLIC HEARINGS
A. Resolution #20-22-6_ Adopting the 2020-21 Budget, Making Appropriations, Levying Taxes, and Categorizing the Levy (Extension Service District Fund) - Presented by Christina Shearer, Finance Director & Wiley Thompson, OSU Extension

B. Resolution #20-22-6_ Adopting the 2020-21 Budget and Making Appropriations (Solid Waste Disposal District Fund) – Presented by Christina Shearer, Finance Director & Mark Saelens, Solid Waste Manager

C. Resolution #20-22-6_ Adopting the 2020-21 Budget, Making Appropriations, Levying Taxes, and Categorizing the Levy (Transportation Service District Fund) – Presented by Christina Shearer, Finance Director, & Cynda Bruce, Transit Director

D. Resolution #20-22-6_ Adopting the 2020-21 Budget, Making Appropriations, Levying Taxes, and Categorizing the Levy (Animal Services District Fund) – Presented by Christina Shearer, Finance Director & Laura Braxling, Animal Shelter Director

E. Resolution #20-22-6_ Adopting the 2020-21 Budget, Making Appropriations, Levying Taxes, and Categorizing the Levy (Siletz Area Enhanced Law Enforcement District) – Presented by Christina Shearer, Finance Director & Sheriff Curtis Landers

F. Resolution #20-22-6_ Adopting the 2020-21 Budget, Making Appropriations, Levying Taxes, and Categorizing the Levy (Lincoln County) – Presented by Christina Shearer, Finance Director

VIII. ADJOURN

IX. OTHER SCHEDULED MEETINGS AND APPOINTMENTS OF THE BOARD
Monday, June 29, 2020 – 9:00 a.m. – Office Meeting and Board Briefing

Monday, June 29, 2020 – 3:00 p.m. – Board of Commissioners Meeting

Wednesday, July 1, 2020 – 6:00 p.m. – Joint Meeting with the City of Lincoln City

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.
EDA Broadband Funding Grant Statement

Broadband connectivity is critical infrastructure that will allow our communities to both respond to COVID and support recovery. Telehealth, distance learning and teleworking all depend on connectivity, and the more rural areas of Linn, Benton, Lincoln and Lane often struggle to ensure that every household has the ability to connect.

COVID has presented challenges, but also opportunities--such as funding to help close the digital divide and build an inclusive future. Funding from the Economic Development Administration (EDA), USDA, the State Emergency board, and many others, gives us the chance to move broadband forward now.

In response to these opportunities, Linn, Benton, Lincoln and Lane are coming together to form the Broadband Action Team (BAT), which is tasked with taking concrete steps to bring broadband to the region. Currently, the BAT would like to apply, as a region, for funding from the EDA for technical assistance to support feasibility studies for each county--which is the concrete first step we need to take before bigger infrastructure projects. These studies will cost approximately $50k for Lincoln County, with a 20% match. The BAT is asking the Board of Commissioners for each County to approve this match, allowing us to move forward with our application. The EDA funding is first come, first serve, so it is important for us to submit the application as soon as possible. The BAT has targeted the end of this week (June 26th) for turning in the application.

The BAT has also decided to work on ensuring that the children in our communities are able to fully access online learning in the Fall. With support from the Oregon Broadband Advisory Council, they will begin looking at short-term solutions to ensure connectivity for every child in the region by the start of the 2020-2021 school year.

Lincoln County will commit to its match share with this application.

I move adoption of this statement and commitment.
OREGON STRATEGIC INVESTMENT PROGRAM AGREEMENT

Lincoln County, a political subdivision of the State of Oregon (the “County”), the City of Toledo, a municipal corporation (the “City”), and Georgia-Pacific Toledo LLC, a Delaware limited liability company (“Georgia-Pacific”), hereby enter into this Strategic Investment Program (“SIP”) Agreement regarding operations at Georgia-Pacific’s mill at 1400 SE Butler Bridge Road, Toledo, Oregon and all associated parcels of land in the City of Toledo, County of Lincoln owned by Georgia-Pacific as of the date of this Agreement (the “Toledo Mill”).

RECITALS

A. Whereas, the Oregon Legislature has established the Strategic Investment Program (the “SIP”) to promote industrial competitiveness and to improve employment in the area where projects are to be located. (See ORS 307.123 and ORS 285C.600 – 285C.620.);

B. Whereas, the SIP encourages local governments to enter into agreements with trade-sector industries to attract and retain long-term investment and employment for the benefit of the people of Oregon and of the local community;

C. Whereas, Georgia-Pacific owns and operates a containerboard manufacturing facility and other associated facilities and structures at the Toledo Mill and intends to improve and maintain such operations at the Toledo Mill with a capital cost of at least $25 million, thereby qualifying such improvement as a SIP, which the County recommends for acceptance;

D. Whereas, Georgia-Pacific, the County and the City have entered into negotiations to develop this SIP Agreement (the “Agreement”), and Georgia-Pacific will submit a final SIP application to the Oregon Business Development Department (“OBDD”) for consideration by the Oregon Business Development Commission (“OBDC”) after the parties have fulfilled their requirements under State law. It is the intent of this SIP Agreement to provide the competitive tax structure for Georgia-Pacific to engage in improving and maintaining its containerboard facilities in Oregon and to contribute to the State’s and the local community’s quality of life;

E. Whereas, the County and Georgia-Pacific have provided public information and an opportunity for public input regarding the Strategic Investment Program generally and Georgia-Pacific’s SIP application specifically, including a formal public hearing on this Agreement held on October 16, 2019; and

F. Whereas, this Agreement provides the terms and conditions under which the County agrees to recommend to the OBDC that the SIP application be approved and tax abatement
be granted for the Project, as defined below, in exchange for performance by Georgia-Pacific of the obligations herein.

AGREEMENT

Now, therefore, in consideration of the following mutual promises, the parties agree as follows:

1. **Project Definition and Scope.**

   1.1. **Facility Property.** This Agreement applies to the following property of Georgia-Pacific (the “Project”):

      1.1.1. Any improvement to or on the Toledo Mill land, including but not limited to buildings and structures, which are completed on or after the date of this Agreement; and

      1.1.2. Real property, machinery and equipment, fixtures and personal property installed on, at or in the Toledo Mill land, buildings or structures, which are placed in service on or after the date of this Agreement.

      1.2. Such property as may be constructed, expanded, modified or installed and placed in service in phases or stages at the Toledo Mill during the term of this Agreement.

      1.3. Georgia-Pacific may add to or subtract from the property that constitutes the Project, consistent with Section 1.1, including but not limited to major repairs, replacements, modernization, renovations or remodeling, and shall report any such additional or subtracted property during the term of this Agreement on its annual property tax return filed with the Oregon Department of Revenue, a copy of which shall be provided to the County.

2. **SIP Exemption Period.** Consistent with ORS 307.123(2)(c):

   2.1. The “SIP Exemption Period” starts with the property tax year ____ (July 1 to June 30), for which on the January 1 assessment date thereof:

      2.1.1. The Project is certified for occupancy for purposes of commercial operation, has otherwise commenced commercial operation, or may no longer be exempt under ORS 307.330 and

      2.1.2. The Project has a real market value equal to or exceeding $25 million.

   2.2. The “SIP Exemption Period” ends at the end of the 14th successive property tax year after the year described in Section 2.1.

   2.3. As used above in this provision, “commercial operation” means that the Project is fully capable of manufacturing a product otherwise suitable for sale. Georgia-Pacific shall deliver to the County and the City a notice of commencement of commercial operation within 30 days of
commercial operation and such notice shall state the date of commencement of commercial operation.

3. **Conditions Precedent.**

   The obligations of the parties as set forth herein arise solely on account of, and depend entirely upon, the following:

   3.1. Georgia-Pacific’s completion of development of the Project such that the Project is in continuous commercial operation throughout the term of this Agreement;

   3.2. Determination by the OBDD or its designee that the Project as defined herein is eligible for the tax exemption provided in ORS 285C.606, ORS 307.123, and applicable administrative rules; and

   3.3. Georgia-Pacific’s ability to reduce its property tax liability on the Project under ORS 307.123.

4. **Georgia-Pacific Obligations.**

   4.1. **Ad Valorem Property Taxes.** Subject to normal and customary procedures of property tax invoicing, payment and collection, including but not limited to rights of appeal, Georgia-Pacific shall pay property taxes as levied and imposed by the County on the assessed value of a portion of the property comprising the Project, as provided in ORS 307.123(1)(a), for which the real market value equals $25 million in the first tax year of the SIP Exemption Period and annually increases by three percent with each subsequent year of the SIP Exemption Period. It is understood and agreed by the parties that the payment of property taxes as set in the first tax year of the SIP Exemption Period shall be a floor for property taxes paid during the Exemption Period, except as may be adjusted by destruction of property not caused by Georgia-Pacific (e.g. natural disaster). If replacement with exempt property results in property taxes less than the floor, the Community Service Fee (“CSF”) shall be increased in an amount to meet the floor payment (property taxes plus increased CSF equals floor payment). The remainder of the property comprising the Project shall be exempt from *ad valorem* taxation during the period of this Agreement.

   4.2. **Community Service Fee (“CSF”).** For each year of the SIP Exemption Period, as provided by ORS 285C.609(4)(b), Georgia-Pacific shall pay to the County a CSF, in an amount equal to the lesser of: i) $2,500,000 or ii) thirty-five percent (35%) of the property taxes saved by Georgia-Pacific in the current property tax year as a result of SIP assessment and exemption under ORS 307.123. Each year, no later than January 1st of each year, the County shall provide Georgia-Pacific with a statement describing its calculations and the CSF due under this Paragraph, and Georgia-Pacific shall pay such amount to the County within 30 days of receipt of such statement. Georgia-Pacific may challenge the determination as reflected in the statement as provided in this Agreement.
4.3. **First-Source Agreement.** Before submitting its SIP application, Georgia-Pacific shall enter into a first-source hiring agreement with the State of Oregon, Employment Department (acting as the contact agency for local publicly funded job training providers) in substantially the form required pursuant to OAR chapter 123, division 070.

4.4. **SIP Application.** Georgia-Pacific shall submit a SIP application to the OBDC, which will be considered for State approval, pursuant to the execution of this Agreement and the discharge of obligations by the County described in Sections 5.1, 5.2 and 5.3.

5. **County Obligations.**

5.1. Upon execution of this Agreement, but not more than 15 days later, the Lincoln County Board of County Commissioners shall hold a public hearing and take official action at a regular or duly called special meeting by affirmative vote of a majority of its members, to request that the OBDC determine that the real and personal property constituting the Project be granted exemption from ad valorem property taxation for the SIP Exemption Period in fulfillment of ORS 285C.609.

5.2. The County shall provide Georgia-Pacific with documentation of its official action and of the public hearing conducted prior to execution of this Agreement for inclusion with the SIP application submitted to OBDD.

5.3. The County shall enter into an agreement among itself, the City and other local taxing districts, but not involving or affecting the interests of Georgia-Pacific, to govern distribution of collected CSF moneys, as required under ORS 285C.609(6).

5.4. The County shall be solely responsible for distribution of the CSF, including the payment of any portion due or payable to any other organization.

5.5. After Georgia-Pacific has discharged its duty to pay the CSF as set forth in Section 4.2, the County shall indemnify and hold Georgia-Pacific harmless from any liability or obligation arising from the CSF funds and their distribution or use.

5.6. Neither the County nor the City shall impose or request any additional requirements on Georgia-Pacific in connection with the SIP, except as expressed in this Agreement.

6. **Joint Obligations.** In addition to the other obligations set forth in this Agreement, the parties shall:

6.1. Cooperate with the OBDD/OBDC, the Department of Revenue or the Lincoln County Assessor, as necessary and appropriate to secure authorization and receipt of SIP assessment and exemption of Project property.

6.2. Coordinate with each other and initiate such steps as may, from time to time, be prudent or necessary with the Department of Revenue or the Assessor to ensure the maintenance
and effective administration of the SIP assessment and exemption throughout the term of this Agreement, including but not limited to the technical details relating to reporting requirements and the proper categorization, qualification and valuation of land, buildings, structures, support facilities, real property machinery and equipment, and personal property relative to the Project.

6.3. Provide such information and resources to one another as may be reasonably necessary to ensure proper calculation of the amounts due under this Agreement and to document compliance for purposes of this Agreement or as required by any external agency.

7. **Taxes and Incentives in General.**

7.1 Nothing herein shall govern the assessment, payment, or collection of ad valorem property taxes on the portion of real or personal property comprising the Project that is taxable as described in Section 4.1 of this Agreement or on any property not comprising the Project as defined in Section 1.

7.2. Nothing herein shall limit or restrict Georgia-Pacific from challenging the real market value or assessed value of any property, or the amount due, or the amount that would otherwise be due on Project property but for the SIP, for ad valorem property taxes, in the same manner as any other taxpayer under Oregon law.

7.3. Nothing herein shall affect Georgia-Pacific’s responsibility for timely application with the Lincoln County Assessor and related requirements, in order to receive exemption on eligible property in accordance with ORS 307.330 and 307.340 and applicable administrative rules and procedural standards of the Assessor and the Department of Revenue, including but not limited to the Project, while any Georgia-Pacific facility remains under construction.

7.4. Nothing herein shall govern any other liability of Georgia-Pacific, respective to federal, state or local taxes, fees, charges or the like, or any other tax abatement or incentive available to or benefiting Georgia-Pacific, aside from the SIP exemption and the associated obligations under this Agreement, including but not limited to waivers, exemptions, discounts or actions otherwise promised by the County in addition to or as an alternative to the SIP exemption.

8. **Miscellaneous Provisions.**

8.1 **Judicial Jurisdiction and Dispute Resolution.**

8.1.1. The laws of the State of Oregon shall govern this Agreement and, subject to Section 7.2, any mediation, arbitration or trial court litigation arising out of or related to this Agreement or its breach shall be commenced and conducted in Lincoln County, Oregon, or as applicable, before the Oregon Tax Court or the Federal District Court of Oregon.

8.1.2. Subject to Section 7.2, the parties agree that any disputes among or claims against one another arising out of or related to this Agreement or its purported breach shall be subject to mediation as a condition precedent to any party having the right to commence a suit or action related to such dispute or claims in Circuit Court or other applicable judicial venue.
8.1.3. Upon a party’s or parties’ receipt of a demand for mediation from the other party or parties, the parties shall diligently attempt to agree in good faith upon a single, unbiased mediator, and thereupon mediation shall proceed pursuant to procedures prescribed by that mediator.

8.1.4. If the parties are unable to agree upon such mediator within ten (10) days after a party’s receipt of the demand for mediation from the other party, then any party may demand mediation pursuant to the Commercial Mediation Procedures of the American Arbitration Association, and thereupon such Procedures shall govern.

8.1.5. The requirement to mediate set out in this Section 8.1 shall be specifically enforceable by any court having jurisdiction thereof.

8.1.6. Any mediation pursuant to this Section 8.1 shall be demanded within a reasonable time after the dispute or claim arises, but in no event after the applicable statute of limitations has expired.

8.1.7. The parties agree to use best efforts to avoid undue delay in proceeding with mediation hereunder, to equally split mediator expenses, and to participate diligently and in good faith in any such mediated negotiations.

8.2. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement, nor denied same, on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status.

8.3. The terms herein shall be given their normal and customary meaning, except that terms relating to the payment of property taxes and fees in lieu of taxes shall be construed consistently with the tax laws and administrative rules of the State of Oregon. No provision shall be construed against a party on the basis that the party drafted the provision.

8.4. Georgia-Pacific may assign this Agreement to a third party or parties at any time upon written notice to the County. Georgia-Pacific may freely assign this Agreement to any affiliate, subsidiary, or other entity which controls Georgia-Pacific, is controlled by Georgia-Pacific, or is under common control with Georgia-Pacific, or to a successor entity resulting from the reorganization, merger or consolidation of Georgia-Pacific. Any assignees or successors of Georgia-Pacific will be bound by the terms and conditions set forth in this Agreement, which shall run with the land, and the terms and conditions set forth in municipal permits and entitlements for the Project. This Agreement shall be recorded in the deed records of Lincoln County.

8.5. Failure to make payment in full of the CSF by the due date shall result in interest being charged on the past due balance in the same amount as is provided by Oregon law for late payment of ad valorem property taxes.
8.6. At the discretion of Lincoln County and in accordance with Oregon law, in the event of an overpayment of the CSF the County shall either issue an overpayment refund check or return the incorrect payment and request that Georgia-Pacific reissue payment in the correct amount. In the event of returned payment, the Assessor shall establish a schedule for payment.

8.7. If Georgia-Pacific fails to pay the CSF by the end of the property tax year in which it is due, the tax exemption for the Project shall be revoked and the property shall be fully taxable for the following tax year and for each subsequent tax year for which the CSF remains unpaid. If an unpaid CSF is paid after the exemption is revoked, the property shall again be eligible for the exemption, beginning with the tax year after the payment is made. Reinstatement of the exemption shall not extend the 15-year exemption period.

8.8. Georgia-Pacific shall not be required to pay the CSF for any year that it fully pays ad valorem property taxes as duly levied and imposed on the entire assessed value of the Project, due to suspension, cancellation or disqualification of the SIP property tax exemption or at the discretion of Georgia-Pacific.

8.7. Notices. All notices required or permitted to be given hereunder shall be given in writing and shall be deemed properly given when personally delivered to the person set forth or when sent by nationally recognized overnight courier or by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follow:

Georgia-Pacific
Georgia-Pacific Toledo LLC
ATTN: Tax Department
133 Peachtree Street – 23rd Floor
Atlanta, GA 30303

Lincoln County
_____________________
_____________________
_____________________

City of Toledo
_____________________
_____________________
_____________________

9. Term of Agreement.

This Agreement shall commence on the date of execution and shall expire on the latter of June 30 of the final property tax year of the SIP Exemption Period or upon completion of the obligations of the parties.
10. **Changes of Law.**

The parties acknowledge here, due to the length of the Agreement’s term, that federal or state laws and regulations, including the statutes and administrative rules relating to SIP and ad valorem property taxation, may be enacted, repealed, amended or substantially affected by court cases, and that such legal changes may materially alter the authority, rights or responsibilities of the parties or the benefits anticipated under this Agreement, prior to its expiration. No party shall be liable to the other for damages or costs directly or indirectly resulting from such legal changes. The parties shall negotiate in good faith amendments that conform to such legal changes while, to the extent feasible, retaining the essential features and relative benefits under this Agreement. If the parties are unable to come to terms within 30 days, the parties shall utilize and adhere to the procedures in Section 8.1.

11. **Merger.**

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE AGREEMENT AMONG THE PARTIES WITH RESPECT TO THIS MATTER, WHICH IS HEREIN SPECIFICALLY LIMITED TO THE STRATEGIC INVESTMENT PROGRAM (“SIP”) AND PROPERTY TAX ABATEMENT FOR THE PROJECT FOLLOWING AND APART FROM THE EXEMPTION UNDER ORS 307.330 (PRIOR TO COMMENCEMENT OF THE SIP EXEMPTION PERIOD PROJECT), AND IT SUPERSEDES ALL PRIOR AGREEMENTS AND PROPOSALS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION AMONG THE PARTIES ON THIS MATTER. NO WAIVER, MODIFICATION, AMENDMENT OR OTHER CHANGE RESPECTIVE TO THE COVENANTS, OBLIGATIONS AND OTHER SUCH PROVISIONS OF THIS AGREEMENT SHALL BE BINDING ON ANY PARTY, EXCEPT AS A WRITTEN ADDENDUM, SIGNED BY AUTHORIZED AGENTS OF ALL PARTIES.

DATED this ____ day of _____, 2019

GEORGIA-PACIFIC TOLEDO LLC

By:

[Name]
[Title]

BOARD OF COUNTY COMMISSIONERS FOR LINCOLN COUNTY, OREGON

By:

Kaety Jacobson, Chair
Board of County Commissioners

CITY OF TOLEDO

By:

Rod Cross
Mayor
TOLEDO CITY COUNCIL  
Work Session  
May 27, 2020  
6:00 p.m.

1. **CALL TO ORDER**  
Mayor Rod Cross called the meeting to order at 6:00 p.m.

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<td>Mayor Rod Cross</td>
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<td>Council President Joshua Smith</td>
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<td>Councilor Jackie Kauffman</td>
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<td>Councilor Heather Jukich</td>
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<td>Councilor Bill Dalbey</td>
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Staff present: City Manager (CM) Judy Richter, City Recorder (CR) Lisa Figueroa, Police Chief (PC) Mike Pace, Public Works Director (PWD) Bill Zuspan, City Attorney (CA) David Robinson, Visitors present: CJ Drake, Wayne Belmont, Kathy Crane, Craig Lash

2. **VISITORS/PUBLIC COMMENT**  
There were no visitor comments.

3. **CONSENT AGENDA**  
There were no items for consideration.

4. **DISCUSSION AND DECISION ITEMS**  
Authorize Contract with Sequoia Consulting to provide guidance on COVID-19 related resources for the City of Toledo  
CM Richter indicated funding opportunities for reimbursements have arisen due to the COVID-19 pandemic but she is not familiar with where to look for those opportunities. She introduced Rachel Maddox-Hughes. Ms. Maddox-Hughes said she is currently working with Linn County to assist rural communities in seeking out similar funding options. She said she would be able to walk staff through the paperwork. She indicated since her work is in direct relation to COVID-19, her costs would be covered through state and FEMA funding.

It was moved and seconded (Jukich/Strom) to authorize City Manager Richter to enter into an agreement with Sequoia Consulting for COVID-19 response and recovery fundraising services and the motion carried unanimously.

**Strategic Investment Program Agreement presentation**  
CM Richter introduced Wayne Belmont, Lincoln County Attorney, who wanted to meet with the Council in regards to this item. Mr. Belmont recalled the joint Public Hearing to consider an agreement between the City, Lincoln County and Georgia-Pacific (GP) to participate in the Strategic Investment Program (SIP). He summarized the program and indicated it is a 15-year property tax exemption on a portion of the capital investments that GP would make at the Mill. He said before a business could qualify for the program, they have to make $25 million dollars’ worth
of improvements. He said the JUNO project would allow GP to meet those requirements and then any improvements beyond that would qualify for an exemption. He said it is not a full exemption because a portion of the money that is returned to the taxing districts [except the school district] is in the form of a community service fee. He said the community service fee would require a separate agreement with the entities receiving that money [City, Port of Toledo, Lincoln County and the Greater Toledo Pool & Recreation District].

Mr. Belmont said there were concerns the County took to GP to negotiate terms; one which was the extent of the exemption. He referred to page 3 of the agreement [included in the packet] and said it establishes a floor on the taxes. He said they were able to negotiate a 35% community service fee, which is 10% more than the 25% by state law. The Council questioned whether the reduced tax base would be distributed in the community service fee in the same manner that the taxed property would be disbursed. Mr. Belmont said that would be included in a separate agreement between the taxing districts. Mayor Cross suggested the City use the extra 10% of the community service fee to implement its own environmental report to the community and residents.

It was moved and seconded (Smith/Strom) to approve the Strategic Investment Program Agreement, dated May 21, 2020, as presented before Toledo City Council and the motion carried four to one with Councilor Kamikawa opposed.

**Resolution No. 1440, a resolution extending the state of emergency to June 17, 2020**

CM Richter said the current declaration expires on May 31 and it is uncertain as to whether the County will be allowed to enter into Phase II.

It was moved and seconded (Smith/Jukich) to approve Resolution No. 1440, a resolution of the Toledo City Council extending the state of emergency to June 17, 2020.

5. **REPORTS AND COMMENTS**

PWD Zuspan reported Graham Street was relined recently and they are continuing through the projects in accordance with the Mutual Agreement and Order with the Department of Environmental Quality.

Mayor Cross indicated the state has authorized garage sales with social distancing measures in place. He said there will be a special emergency legislative session from June 22-27 to address issues related to COVID-19. He commented on the budget process this year and expressed concern over the contention between members and thanked staff for their work.

6. **RECESS INTO EXECUTIVE SESSION**

The Council recessed the Regular Meeting at 6:57 p.m. to enter into an Executive Session under ORS 192.660(2)(e) or ORS 192.660(2)(f).

**EXECUTIVE SESSION**

Mayor Cross called the Executive Session to order at 7:03 p.m. and read the declaration of Executive Session under the provisions of ORS 192.660(2)(e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection.

Representatives of the news media and designated staff shall be allowed to attend the executive
session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations except to state the general subject of the session as previously announced. No final decisions may be made in Executive Session.

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<tr>
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Staff Present: City Manager Richter, City Attorney Robinson and City Recorder Figueroa

No decisions were made in Executive Session.

The Executive Session adjourned at 7:15 p.m.

7. **RECONVENE THE WORK SESSION**
Mayor Cross reconvened the work session at 7:15 p.m.

8. **ADJOURNMENT**
The work session adjourned at 7:15 p.m.

ATTEST:                        APPROVE:

/s/City Recorder Lisa Figueroa /s/Mayor Rod Cross
BEFORE THE BOARD OF COMMISSIONERS
FOR THE COUNTY OF LINCOLN, OREGON

In the Matter of )
EXTENDING LINCOLN COUNTY’S ) RESOLUTION #_______________
WORKERS’ COMPENSATION COVERAGE )
TO VOLUNTEERS OF LINCOLN COUNTY )
FOR THE FISCAL YEAR 2020-2021 )

WHEREAS, pursuant to ORS 656.031, workers’ compensation coverage will be provided to the classes of volunteers listed in this resolution, noted on City County Insurance Services (CIS) payroll schedule, and verified at audit by CIS.

1. Public Safety Volunteers
An assumed monthly wage of $800 will be used for public safety volunteers in the following volunteer positions:
   a. Search and Rescue
   b. Emergency Medical Personnel
   c. Sheriff’s Posse

2. Non-Public Safety Volunteers
Non-public safety volunteers listed below will track their hours and Oregon minimum wage will serve as the assumed wage for both premium and benefits calculations. CIS will assign the appropriate classification code according to the type of volunteer work being performed.
   a. Auxiliary Communication Services
   b. Volunteer Transit Drivers

3. Volunteer exposures not addressed here will have workers’ compensation coverage if, prior to the onset of the work provided, that Lincoln County:
   a. Provides at least two weeks’ advance written notice to CIS underwriting requesting the coverage
   b. CIS approves the coverage and date of coverage
   c. CIS provides written confirmation of coverage

NOW THEREFORE, the Board of Commissioners resolves that:
1. Lincoln County will provide for workers’ compensation insurance coverage to the classes of volunteers listed above. This resolution will be updated annually.

2. Lincoln County will maintain verifiable rosters for all volunteers including volunteer name, date of service and hours of service, and make them available at the time of a claim or audit to verify coverage.

3. Copies of this Resolution will be provided to Tena Purdy, Underwriting Supervisor, City County Insurance Services, 1212 Court Street NE, Salem, OR 97301; to Christina Shearer, Finance Director; to Michael Hereford, Personnel Director; and to Wayne Belmont, County Counsel.

Dated this _____ day of June, 2020.

LINCOLN COUNTY BOARD OF COMMISSIONERS

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KAETY JACOBSON, Chair

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DOUG HUNT, Commissioner

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CLAIRE HALL, Commissioner