TOWN OF LAKEVIEW TOWN COUNCIL AGENDA Tuesday, September 26, 2023 Town of Lakeview Council Chambers 525 North 1st Street, Lakeview, Oregon 97630

4:00 P.M.

THE PUBLIC IS WELCOME AND ENCOURAGED TO JOIN THE MEETING VIRTUALLY!

Members of the public and media wishing to address the Town Council during any public comment period will be able to join. Attendees will be able to view the meeting on a desktop, laptop, or mobile divided such as a smartphone or iPad by using the following link:

Click here to join the meeting Meeting ID: 220 529 883 646 Passcode: D4wCnd

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 48 hours before the meeting by calling Town Hall 541-947-2020.

A. REGULAR MEETING – 4:00 PM

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. ADDITIONAL AGENDA ITEM

Any matters added to the agenda at this time will be discussed during the "Other Matters" portion of this agenda or any other time selected by the council.

4. CONSENT AGENDA

Revenue Comparrison to Budget

B. OLD BUSINESS

- 1. A motion to approve the amended and restated IGA for R3
 - To add John Day and Baker City to the agreement.
 - Includes new language around the decision matrix/criteria and which board decisions require a majority vs. supermajority; and
 - Updates the projects list to include Baker and John Day projects.

- 2. Resolution 1156 Town of Lakeview Ethics and Decorum, Code of Conduct police
- 3. Handicap parking space in front of the Lake County Senior Center at 11 North G Street in Lakeview.
- 4. Permanent Road Closure of I Street between 5th and 6th streets in Lakeview.
- 5. Chamber of Commerce, Executive Director to provide letter from Oregon Department of Transportation (ODOT) affirming placement of bike racks along US HWY 395.

D. CONTINUED ITEMS

6. WATER TREATMENT FACILITY

The Town is waiting for the below items for execution:

- Loprest Notice of Award (NOA)
- Performance and Payment Bond forms
- Procurement Contract
- Certification of Insurance

Town Council and the Community can access the <u>Water Treatment Repository</u> by going to the town's website, at the home page scroll to Special Projects, Water Treatment Facility.

Informational, No Action Needed at This Time

7. URBAN RENEWAL PLAN (URA)

Town Council directed staff to present a Plan A, Plan B and Plan C and add common goals for Lake County and Town of Lakeview to achieve.

A Downtown Revitalization District will be identified with goals and policy proposals.

Action: Schedule another work session with the County Commissioners for October.

E. NEW BUSINESS

8. ORDINANCE NO 1020 AN ORDINANCE OF TOWN OF LAKEVIEW GRANTING ZAYO GROUP, LLC, A DELEWARE LIMITED LIABILITY COMPANY, THE RIGHT AND PRIVILEGE TO PROVIDE AND OPERATE A TELECOMMUNICATIONS BUSINESS WITHIN THE TOWN OF LAKEVIEW, AND TO PLACE, ERECT, LAY, MAINTAIN, AND OPERATE IN, UPON, OVER, AND UNDER THE PUBLIC STREETS, ALLEYS, AVENUES, THOROUGHFARES, HIGHWAYS, PLACES, AND GROUNDS WITHIN THE TOWN OF LAKEVIEW, POLES, WIRES, OPTICAL FIBER CABLE, AND

OTHER APPLIANCES AND CONDUCTORS FOR TELECOMMUNICATION SERVICES.

- 9. TLT Grant Application: Dark Skies Ring of Fire Festival application submission.
 - Attachment: Town of Lakeview TLT Grant Application.
- 10. Development of a long-term strategy for the Town of Lakeview's Deer Population residing in town limits and the increased threat of the safety of people and pets.
 - Discussion with Oregon Department of Fish and Wildlife.
- 11. Lakeview High School Homecoming Parade

D. <u>APPEARANCE OF INTERESTED CITIZENS</u>

Members of the public desiring to address the board shall first be recognized by the presiding officer and then state their name and address for the record. Unless otherwise designated by the presiding officer, each person shall have up to three (3) minutes to present their comments. The board of directors and staff normally will not directly respond to a public comment during the public comment period. Board and staff member comments will be held until the Board comment period.

E. OTHER MATTERS

This item concerns any matters that were added to the agenda under the Added Agenda Items portion of this agenda.

F. UPCOMING MEETINGS

Next Renewables Open to the Public Q & A, Tuesday, September 26, 2023, 6:00 pm – 8:00 pm at the Indian Village in Lakeview.

Town Council, Tuesday, October 10, 2023, 5:00 pm

Town Council Tuesday, October 24, 2023 5:00 pm

12. STAFF COMMENTS

13. **COUNCIL COMMENTS**

14. ADJOURN

Pursuant to ORS 192.640, this notice includes a list of the principal subjects anticipated to be considered or discussed at the above-referenced meeting. This notice does not limit the ability

of the council to consider or discuss additional subjects. This meeting is subject to cancellation without notice. This meeting (except the executive session) is open to the public and interested citizens are invited to attend.

CERTIFICATION

I, Dawn Lepori, Town Recorder of the Chartered Town of Lakeview, hereby certify that the foregoing agenda was posted at Town Hall, 525 North 1st Street, Lakeview, Oregon 976730, delivered to the members of the Town Council, and made available to the press on Friday, September 22, 2023, at approximately 4:30 pm.

Dawn Lepori, Town Recorder

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUE					
10-30-102	INVESTMENT EARNINGS	.00	.00	6.391.00	6,391.00	.0
10-30-240	COPS GRANT (SRO)	.00	.00	250,000.00	250,000.00	.0
	TOTAL REVENUE	.00	.00	256,391.00	256,391.00	.0
	TAXES					
10-31-100	INTEREST - PROPERTY TAX	410.18	410.18	10,000.00	9,589.82	4.1
10-31-200	PROPERTY TAX-PRIOR YEARS	.00	.00	36,000.00	36,000.00	.0
10-31-300	PROPERTY TAX-CURRENT YEAR	.00	.00	810,000.00	810,000.00	.0
10-31-305	PUBLIC UTILITIES TAXES	.00	.00	310.00	310.00	.0
10-31-310	HERT TAX - HEAVY EQUIP RENTAL	.00	.00	1,000.00	1,000.00	.0
	TOTAL TAXES	410.18	410.18	857,310.00	856,899.82	1
	LICENSES AND PERMITS					
10-32-100	LICENSE AND FRANCHISE FEES	71.64	71.64	10,000.00	9.928.36	.7
10-32-101	FRANCHISE-LKV SANITATION	2,242.88	2,242.88	.00	• • • •	.0
10-32-102	FRANCHISE- CHARTER COMM.	3,770.07	3,770.07	14,400.00	10,629.93	26.2
10-32-103	FRANCHISE-PACIFIC POWER	58,233.27	58,233.27	132,000.00	73,766.73	44.1
10-32-104	FRANCHISE-CENTURYTEL	2,767.99	2,767.99	9,585.00	6,817.01	28.9
10-32-105	FRANCHISE-HUNTER COMMUN.	593.50	593.50	2,400.00	1,806.50	24.7
10-32-106	FRANCHISE - LS NETWORKS	1,168.59	1,168.59	5,160.00	3,991.41	22.7
10-32-107	FRANCHISE - LAKEVIEW SAN SVCS	2,954.30	2,954.30	10,376.00	7,421.70	28.5
10-32-108	FRANCHISE - ZAYO	.00	.00	46,441.00	46,441.00	.0
10-32-109	FRANCHISE - TNET COMMUNICATION	.00	.00	10,000.00	10,000.00	.0
10-32-120	PLANNING PERMITS & FEES	390.00	390.00	2,500.00	2,110.00	15.6
	TOTAL LICENSES AND PERMITS	72,192.24	72,192.24	242,862.00	170,669.76	29.7
	INTERGOVERNMENTAL REVENUE					
10-33-100	CIGARETTE TAX	723.93	723.93	1,500.00	776.07	48.3
10-33-200	LIQUOR TAX	11,519.85	11,519.85	44,000.00	32,480.15	26.2
10-33-300	OREGON REVENUE SHARING	6,177.12	6,177.12	21,280.00	15,102.88	29.0
10-33-310	MARIJUANA TAX REVENUE	.00	.00	14,324.00	14,324.00	.0
10-33-424	ARPA FUND - FED COVID RECOVERY	.00	.00	256,550.00	256,550.00	.0
10-33-900	ADMIN. FEES FOR GRANTS	.00	.00.	100,000.00	100,000.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	18,420.90	18,420.90	437,654.00	419,233.10	4.2

FOR ADMINISTRATION USE ONLY

25 % OF THE FISCAL YEAR HAS ELAPSED

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FINES AND FORFEITURES					
10-35-100	DISTRICT COURT REVENUE	71.94	71.94	2,149.00	2,077.06	3.4
	TOTAL FINES AND FORFEITURES	71.94	71.94	2,149.00	2,077.06	3.4
	OTHER REVENUE					
10-36-400	TRANSIENT LODGING TAX - 30%	9,565.19	9,565.19	33,667.00	24,101.81	28.4
10-36-500	RURAL FIRE I.G.A.	26,253.42	26,253.42	29,673.00	3,419.58	88.5
10-36-550	SALE OF COUNTY LAND	.00	.00	10,000.00	10,000.00	.0
10-36-700	SAIF SALARY REIMBURSEMENT	.00	.00	1,500.00	1,500.00	.0
10-36-709	INSURANCE RECOVERY	.00	.00	50,000.00	50,000.00	.0
10-36-900	OTHER - MISC INCOME	15,949.89	15,949.89	1,500.00	(14,449.89)	1063.3
	TOTAL OTHER REVENUE	51,768.50	51,768.50	126,340.00	74,571.50	41.0
	TRANSFERS					
10-39-102	TRANSFER FROM FUND 26	.00	.00	17,000.00	17,000.00	.0
10-39-103	TRANSFER FROM R3 - ROOF REPAIR	.00	.00	70,000.00	70,000.00	.0
10-39-220	TRANSFER IN-GEOTH. ADMIN FEES	.00	.00	30,000.00	30,000.00	.0
	TOTAL TRANSFERS	.00	.00_	117,000.00	117,000.00	
	TOTAL FUND REVENUE	142,863.76	142,863.76	2,039,706.00	1,896,842.24	7.0

GENERAL FUND

		PER	OD ACTUAL	YTD A	ACTUAL	BUDGET	UN	EXPENDED	PCNT
	TOWN HALL								
10-45-110	COUNCIL		31,138.85		31,138.85	16,000.00	(15,138.85)	194.6
10-45-130			1,601.49		1,601.49	6,500.00	`	4,898.51	24.6
	TOWN MANAGER		26,307.72		26,307.72	114,000.00		87,692.28	23.1
	UTILITY ACCOUNTANT		.00		.00	66,500.00		66,500.00	.0
	ADMIN ASSISTANT		13,168.52		13,168,52	68,250.00		55,081.48	19.3
	ECONOMIC DEVELOPMENT COORD		105.49		105.49	68,240.00		68,134.51	.2
	HOLIDAY, VAC, COMP PAY, OT EST		7,433.15		7,433.15	3,130.00	(4,303.15)	237.5
	OVERTIME		.00		.00	1,500.00	`	1,500.00	.0
	FICA EXPENSE		6,196.63		6,196.63	20,000.00		13,803.37	31.0
10-45-225	MEDICAL-DENTAL-LIFE		18,249.06		18,249.06	55,000.00		36,750.94	33.2
	RETIREMENT CONTRIBUTION		8,415.22		8,415.22	25,000.00		16,584.78	33.7
	SUT EXPENSE		174.14		174.14	700.00		525.86	24.9
10-45-260	SAIF EXPENSE		414.86		414.86	1,000.00		585.14	41.5
10-45-320	AUDIT & FEES		15,000.00		15,000.00	40,000.00		25,000.00	37.5
10-45-321	ACCOUNTING FEES		6,427.42		6.427.42	40,000.00		33,572.58	16.1
10-45-430	OPERATION MAINTENANCE		.00		.00	5,345.00		5,345.00	.0
10-45-433	BUILDING MAINTENANCE & EXPENSE		75.19		75.19	5,000.00		4,924.81	1.5
10-45-434	CHRISTMAS DECOR		.00		.00	1,200.00		1,200.00	.0
10-45-435	FIREWORKS CONTRIBUTION		1,500.00		1,500.00	2,000.00		500.00	75.0
10-45-520	INSURANCE		10,259.97		10,259.97	14,400.00		4,140.03	71.3
10-45-528	EMPLOYEE/VOLUNTEER INCENTIVES		.00		.00	5,000.00		5,000.00	.0
10-45-530	TELEPHONE		210.49		210.49	3,700.00		3,489.51	5.7
10-45-540	ADVERTISEMENT - PRINTING		125.00		125.00	7,000.00		6,875.00	1.8
10-45-570	DUES - L.O.C., L.G.P.		.00		.00	1,200.00		1,200.00	.0
10-45-571	MEMBERSHIPS		2,429.00		2,429.00	7,000.00		4,571.00	34.7
10-45-580	TRAVEL, SCHOOL & TRAINING		200.00		200.00	15,000.00		14,800.00	1.3
10-45-581	COMPUTER SOFTWARE		.00		.00	2,000.00		2,000.00	.0
10-45-582	SOFTWARE SUPPORT/MAINTENANCE		467.00		467.00	30,000.00		29,533.00	1.6
10-45-609	POSTAGE		.00		.00	3,000.00		3,000.00	.0
10-45-610	OFFICE SUPPLIES	(25.01)	(25.01)	6,500.00		6,525.01	(.4)
10-45-611	MISC. EXPENDITURE'S	•	.00	•	.00	1,000.00		1,000.00	.0
10-45-612	DLCD RURAL TRANS GRANT		35,000.00		35,000.00	.00	(35,000.00)	.0
10-45-615	SHERIFF/POLICE CONTRACT		.00.		.00	500,000.00		500,000.00	.0
10-45-616	COPS HIRING PROGRAM GRANT		.00		.00	125,000.00		125,000.00	.0
10-45-699	SPECIAL PROJECTS		3,370.60		3,370.60	10,000.00		6,629.40	33.7
10-45-741	OFFICE EQUIPMENT & FURNITURE		.00		.00	6,000.00		6,000.00	.0
10-45-742	GIS MAPPING PROJECT		26,512.19		26,512.19	3,000.00	(23,512.19)	883.7
10-45-760	ECONOMIC DEVELOPMENT		4,292.50		4,292.50	50,000.00		45,707.50	8.6
10-45-850	CONTINGENCY		.00		.00	199,551.00		199,551.00	.0
	TOTAL TOWN HALL		219,049.48		219,049.48	1,528,716.00		1,309,666.52	14.3
	ATTORNEY								
10-46-310	LEGAL SERVICES		7,461.03		7,461.03	70,000.00		62,538.97	10.7
	TOTAL ATTORNEY		7,461.03		7,461.03	70,000.00		62,538.97	10.7

FOR ADMINISTRATION USE ONLY

25 % OF THE FISCAL YEAR HAS ELAPSED

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRE DEPARTMENT					
10-55-110	FIREMAN & DISPATCHERS	19,175.67	19.175.67	.00	(19,175.67)	.0
10-55-130	FIRE CHIEF	4,615.20	4,615.20	20,000.00	15,384.80	23.1
10-55-190	HOLIDAY, VAC, COMP PAY, OT EST	1,960.61	1,960.61	.00	(1,960.61)	.0
	OVERTIME	4,338.88	4,338.88	.00	(4,338.88)	.0
	CERTIFICATE PAY	.00	.00	3,710.00	3,710.00	.0
10-55-220	FICA EXPENSE	2,341.54	2,341.54	1,800.00	(541.54)	130.1
10-55-225	MEDICAL-DENTAL-LIFE	6,064.52	6,064.52	.00	(6,064.52)	.0
10-55-230	RETIREMENT CONTRIBUTION	5,510.32	5,510.32	.00	(5,510.32)	.0
10-55-250	SUT EXPENSE	73.28	73.28	410.00	336.72	17.9
10-55-260	SAIF EXPENSE	4,562.88	4,562.88	1,800.00	(2,762.88)	253.5
10-55-300	VOLUNTEER FIRE DEPT	35,000.00	35,000.00	35,000.00	.00	100.0
10-55-410	UTILITIES	.00	.00	6,000.00	6,000.00	.0
10-55-415	FUEL	1,344.55	1,344.55	5,000.00	3,655.45	26.9
10-55-420	UNIFORM (CONTRACT)	.00	.00	2,000.00	2,000.00	.0
10-55-431	VEHICLE EXPENSES	17,731.35	17,731.35	24,800.00	7,068.65	71.5
10-55-433	BUILDING MAINTENANCE & EXPENSE	488.71	488.71	10,000.00	9,511.29	4.9
10-55-434	EQUIP. & FIRE FIGHTER GEAR	.00	.00	5,000.00	5,000.00	.0
10-55-442	LABOR ATTORNEY FEES	.00	.00	7,500.00	7,500.00	.0
10-55-520	INSURANCE	22,940.82	22,940.82	25,200.00	2,259.18	91.0
10-55-530	TELEPHONE	.00	.00	5,500.00	5,500.00	.0
10-55-540	PUBLICATION AND NOTICES	.00	.00	500.00	500.00	.0
10-55-541	MT. TOP RENT	.00	.00	750.00	750.00	.0
10-55-571	MEMBERSHIPS & DUES	.00	.00	5,000.00	5,000.00	.0
10-55-572	SUBSCRIPTIONS & PUBLICATIONS	.00	.00	1,500.00	1,500.00	.0
10-55-580	TRAVEL, SCHOOL & TRAINING	.00	.00	10,000.00	10,000.00	.0
10-55-610	MATERIALS & SUPPLIES	205.12	205.12	2,500.00	2,294.88	8.2
10-55-742	FIRE FIGHTER GEAR	.00	.00	20,000.00	20,000.00	.0
10-55-750	SPECIAL PROJECTS	.00	.00	7,500.00	7,500.00	.0
10-55-752	ROOF REPAIR	.00	.00	70,000.00	70,000.00	.0
	TOTAL FIRE DEPARTMENT	126,353.45	126,353.45	271,470.00	145,116.55	46.5
	AIR QUALITY					
10-63-110	AIR QUALITY COORDINATOR	.00	.00	5.000.00	5.000.00	.0
10-63-220	FICA EXPENSE	.00	.00	360.00	360.00	.0
10-63-250		.00	.00	150.00	150.00	.0
10-63-530		.00	.00	100.00	100.00	.0
10-63-540	ADVERTISEMENT - PRINTING	.00	.00	1,000.00	1,000.00	.0
10-63-610	MATERIALS & SUPPLIES	.00	.00	5,000.00	5,000.00	.0
	TOTAL AIR QUALITY	.00	.00	11,610.00	11,610.00	.0

FOR ADMINISTRATION USE ONLY

25 % OF THE FISCAL YEAR HAS ELAPSED

GENERAL FUND

PLANNING DEPARTMENT			PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
10-84-280 WORKER COMP		PLANNING DEPARTMENT					
10-64-310 LEGAL SERVICES .00	10-64-110	PLANNING OFFICIALS	4,146.00	4,146.00	50,000.00	45,854.00	8.3
10-64-335 CODE DEVELOPMENT REVIEW .0.0 .0.0 .30,000.00 .0 .0.0	10-64-260	WORKER COMP	414.85	414.85	.00	(414.85)	.0
10-84-380 PLANNING OFFICIAL CONTRACT 7,888.92 7,888.92 .00 (7,888.92) .0 10-84-50 TELEPHONE .00 .00 .00 .000.00 .000.00 .000.00 .000.00 .000.00 10-84-541 PRINTING .00 .00 .00 .1,000.00 .1,000.00 .0 10-84-541 PRINTING .00 .00 .00 .1,500.00 .0 .00	10-64-310	LEGAL SERVICES	.00	.00	5,000.00	5,000.00	.0
10-64-530 TELEPHONE	10-64-335	CODE DEVELOPMENT REVIEW	.00	.00	30,000.00	30,000.00	.0
10-64-540 PUBLICATION AND NOTICES .00 .00 .2,000.00 .2,000.00 .0 10-64-541 PRINTING .00 .00 .00 .1,000.00 .1,000.00 .0 10-64-541 PRINTING .00 .00 .00 .1,500.00 .1,500.00 .0 10-64-510 TRAVEL, SCHOOL & TRAINING .00 .00 .2,500.00 .2,280.00 .8 10-64-510 PLANNING SUPPLIES .220.00 .220.00 .00 (.220.00 .0 TOTAL PLANNING DEPARTMENT .12,869.77 .12,869.77 .92,600.00 .79,730.23 .13,9 ORDINANCE DEPARTMENT .00 .00 .00 .00 .00 .00 10-65-210 SUT EXPENSE .00 .00 .00 .1,500.00 .0 10-65-250 SUT EXPENSE .00 .00 .00 .00 .00 .00 .0 10-65-250 SUT EXPENSE .00 .00 .00 .00 .00 .0 10-65-260 SUT EXPENSE .00 .00 .00 .00 .0 .0 10-65-261 ADVERTISEMENT - PRINTING .00 .00 .00 .00 .0 .0 10-65-261 MATERIALS & SUPPLIES .575.25 .575.25 .1,500.00 .0 .0 10-65-810 MATERIALS & SUPPLIES .575.25 .575.25 .1,500.00 .0 .0 TOTAL ORDINANCE DEPARTMENT .575.25 .575.25 .1,500.00 .0 .0 TOTAL TRANSFERS .00 .00 .00 .00,000.00 .0 .	10-64-360	PLANNING OFFICIAL CONTRACT	7,868.92	7,868.92	.00	(7,868.92)	.0
10-84-541 PRINTING	10-64-530	TELEPHONE	.00	.00	600.00	600.00	.0
TRAVEL, SCHOOL & TRAINING 1.00 0.0 1,500.00 1,500.00 0.0 1,500.00 0.0 1,500.00 0.0 1,500.00 0.0 1,500.00 0.0 1,500.00 0.0 1,500.00 0.0 1,500.00 0.0 1,500.00 0.0 0.0 1,500.00 0.0	10-64-540	PUBLICATION AND NOTICES	.00	.00.	2,000.00	2,000.00	.0
10-64-610 PLANNING SUPPLIES 220.00 220.00 2,500.00 2,280.00 8.8 10-64-743 DIGITAL DOC & MAP STORAGE 220.00 220.00 20.00 0.00 (220.00) .0 .0 .0 .0 .0 .0 .0	10-64-541	PRINTING	.00	.00	1,000.00	1,000.00	.0
10-64-743 DIGITAL DOC & MAP STORAGE 220.00 220.00 .00 (220.00) .0 TOTAL PLANNING DEPARTMENT 12,869.77 12,869.77 92,600.00 79,730.23 13.9 ORDINANCE DEPARTMENT	10-64-580	TRAVEL, SCHOOL & TRAINING	.00	.00	1,500.00	1,500.00	.0
TOTAL PLANNING DEPARTMENT 12,869.77 12,869.77 12,869.77 92,600.00 79,730.23 13.9 ORDINANCE DEPARTMENT 10-65-110 ORDINANCE OFFICER .00 .00 10,000.00 1,500.00 .01 10-65-220 FICA EXPENSE .00 .00 .00 .00 1,500.00 .00 10-65-230 TELEPHONE .00 .00 .00 .00 .00 .00 .00 .	10-64-610	PLANNING SUPPLIES	220.00	220.00	2,500.00	2,280.00	8.8
ORDINANCE DEPARTMENT 10-65-110 ORDINANCE OFFICER	10-64-743	DIGITAL DOC & MAP STORAGE	220.00	220.00	.00	(220.00)	.0
10-65-110 ORDINANCE OFFICER		TOTAL PLANNING DEPARTMENT	12,869.77	12,869.77	92,600.00	79,730.23	13.9
10-65-220 FICA EXPENSE .00 .00 1,500.00 1,500.00 .0 10-65-250 SUT EXPENSE .00 .00 .00 .710.00 .710.00 .0 10-65-530 TELEPHONE .00 .00 .00 .600.00 .600.00 .0 .0 10-65-540 ADVERTISEMENT - PRINTING .00 .00 .00 1,000.00 1,000.00 .0 10-65-610 MATERIALS & SUPPLIES 575.25 575.25 1,500.00 924.75 38.4 TOTAL ORDINANCE DEPARTMENT 575.25 575.25 15,310.00 14,734.75 3.8 TRANSFERS 10-90-931 TRANSFER TO FIRE TRUCK FUND .00 .00 50,000.00 50,000.00 .0 TOTAL TRANSFERS .00 .00 50,000.00 50,000.00 .0 TOTAL FUND EXPENDITURES 366,308.98 366,308.98 2,039,706.00 1,673,397.02 18.0		ORDINANCE DEPARTMENT					
10-65-250 SUT EXPENSE .00 .00 .710.00 .710.00 .0 10-65-530 TELEPHONE .00 .00 .600.00 .600.00 .0 10-65-540 ADVERTISEMENT - PRINTING .00 .00 .00 1,000.00 .0 10-65-610 MATERIALS & SUPPLIES 575.25 575.25 1,500.00 924.75 38.4 TOTAL ORDINANCE DEPARTMENT 575.25 575.25 15,310.00 14,734.75 3.8 TRANSFERS TOTAL TRANSFERS .00 .00 50,000.00 50,000.00 .0 TOTAL TRANSFERS .00 .00 50,000.00 50,000.00 .0 TOTAL FUND EXPENDITURES 366,308.98 366,308.98 2,039,706.00 1,673,397.02 18.0	10-65-110	ORDINANCE OFFICER	.00	.00	10,000.00	10,000.00	.0
10-65-530 TELEPHONE .00 .00 600.00 600.00 .00 10-65-540 ADVERTISEMENT - PRINTING .00 .00 1,000.00 1,000.00 .0 10-65-610 MATERIALS & SUPPLIES 575.25 575.25 1,500.00 924.75 38.4 TOTAL ORDINANCE DEPARTMENT 575.25 575.25 15,310.00 14,734.75 3.8 10-90-931 TRANSFERS .00 .00 50,000.00 50,000.00 .0 TOTAL TRANSFERS .00 .00 50,000.00 50,000.00 .0 TOTAL FUND EXPENDITURES 366,308.98 366,308.98 2,039,706.00 1,673,397.02 18.0	10-65-220	FICA EXPENSE	.00	.00	1,500.00	1,500.00	.0
10-65-540 ADVERTISEMENT - PRINTING .00 .00 1,000.00 .00 1,000.00 .00	10-65-250	SUT EXPENSE	.00	.00	710.00	710.00	.0
10-65-610 MATERIALS & SUPPLIES 575.25 575.25 1,500.00 924.75 38.4 TOTAL ORDINANCE DEPARTMENT 575.25 575.25 15,310.00 14,734.75 3.8 TRANSFERS 10-90-931 TRANSFER TO FIRE TRUCK FUND .00 .00 50,000.00 50,000.00 .0 TOTAL TRANSFERS .00 .00 50,000.00 50,000.00 .0 TOTAL TRANSFERS .00 .00 50,000.00 50,000.00 .0	10-65-530	TELEPHONE	.00	.00	600.00	600.00	.0
TOTAL ORDINANCE DEPARTMENT 575.25 575.25 15,310.00 14,734.75 3.8 TRANSFERS 10-90-931 TRANSFER TO FIRE TRUCK FUND .00 .00 50,000.00 50,000.00 .0 TOTAL TRANSFERS .00 .00 50,000.00 50,000.00 .0 TOTAL FUND EXPENDITURES 366,308.98 366,308.98 2,039,706.00 1,673,397.02 18.0	10-65-540	ADVERTISEMENT - PRINTING	.00	.00	1,000.00	1,000.00	.0
TRANSFERS 10-90-931 TRANSFER TO FIRE TRUCK FUND .00 .00 50,000.00 50,000.00 .00 TOTAL TRANSFERS .00 .00 50,000.00 50,000.00 .00 TOTAL FUND EXPENDITURES 366,308.98 366,308.98 2,039,706.00 1,673,397.02 18.0	10-65-610	MATERIALS & SUPPLIES	575.25	575.25	1,500.00	924.75	38.4
10-90-931 TRANSFER TO FIRE TRUCK FUND .00 .00 50,000.00 50,000.00 .0 TOTAL TRANSFERS .00 .00 50,000.00 50,000.00 .0 TOTAL FUND EXPENDITURES 366,308.98 366,308.98 2,039,706.00 1,673,397.02 18.0		TOTAL ORDINANCE DEPARTMENT	575.25	575.25	15,310.00	14,734.75	3.8
TOTAL TRANSFERS .00 .00 50,000.00 50,000.00 .0 TOTAL FUND EXPENDITURES 366,308.98 366,308.98 2,039,706.00 1,673,397.02 18.0		TRANSFERS					
TOTAL FUND EXPENDITURES 366,308.98 366,308.98 2,039,706.00 1,673,397.02 18.0	10-90-931	TRANSFER TO FIRE TRUCK FUND	.00	.00	50,000.00	50,000.00	.0
		TOTAL TRANSFERS		.00	50,000.00	50,000.00	.0
NET REVENUE OVER EXPENDITURES (223,445.22) (223,445.22) .00 223,445.22 .0		TOTAL FUND EXPENDITURES	366,308.98	366,308.98	2,039,706.00	1,673,397.02	18.0
		NET REVENUE OVER EXPENDITURES	(223,445.22)	(223,445.22)	.00	223,445.22	.0

FOR ADMINISTRATION USE ONLY

25 % OF THE FISCAL YEAR HAS ELAPSED

EMERGENCY 9-1-1 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	INTERGOVERNMENTAL REVENUE					
19-33-400	9-1-1 TAXES	136,313.28	136,313.28	510,950.00	374,636.72	26.7
	TOTAL INTERGOVERNMENTAL REVENUE	136,313.28	136,313.28	510,950.00	374,636.72	26.7
	OTHER REVENUE					
19-36-740	ANNUAL - LAKEVIEW	.00	.00	181,134.00	181,134.00	.0
19-36-741	ANNUAL - LAKE COUNTY	90,000.00	90,000.00	90,000.00	.00	100.0
19-36-742	ANNUAL - LAKE CTY SHERIFF	90,000.00	90,000.00	90,000.00	.00	100.0
19-36-743	ANNUAL - LAKE DIST HOSPITAL	33,500.00	33,500.00	33,500.00	.00	100.0
19-36-744	ANNUAL - BLM LEO	.00	.00	5,000.00	5,000.00	.0
19-36-745	ANNUAL - FOREST SERVICE LEO	.00	.00	5,000.00	5,000.00	.0
19-36-747	ANNUAL - USFW SHELDON/HART REF	.00	.00	2,500.00	2,500.00	.0
19-36-748	ANNUAL - LAKEVIEW/RURAL FIRE	5,000.00	5,000.00	2,500.00	(2,500.00)	200.0
19-36-749	ANNUAL - PAISLEY FIRE	.00	.00	1,000.00	1,000.00	.0
19-36-750	ANNUAL - NEW PINE CREEK FIRE	.00	.00	120.00	120.00	.0
19-36-751	ANNUAL - THOMAS CREEK FIRE	.00	.00	2,500.00	2,500.00	.0
19-36-752	ANNUAL - SILVER LAKE FIRE	.00	.00	40.00	40.00	.0
19-36-753	ANNUAL- CHRISTMAS VALLEY FIRE	.00	.00	870.00	870.00	.0
19-36-754	ANNUAL- WARNER VALLEY RFPA	.00	.00	80.00	80.00	.0
19-36-755	ANNUAL-HIGH DESERT RFPA	.00	.00	300.00	300.00	.0
19-36-756	ANNUAL- PAISLEY DISASTER UNIT	500.00	500.00	500.00	.00	100.0
19-36-757	ANNUAL-NORTH LAKE EMS	.00	.00	2,490.00	2,490.00	.0
19-36-758	ANNUAL- SILVER LAKE EMS	.00	.00	1,040.00	1,040.00	.0
19-36-850	ANNUAL - LAKEVIEW FIRE	.00	.00	3,670.00	3,670.00	.0
19-36-901	CAD REVENUE	50.00	50.00	.00	(50.00)	.0
	TOTAL OTHER REVENUE	219,050.00	219,050.00	422,244.00	203,194.00	51.9
	TOTAL FUND REVENUE	355,363.28	355,363.28	933,194.00	577,830.72	38.1

EMERGENCY 9-1-1 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EMERGENCY 9-1-1 FUND					
19-40-110	9-1-1 DISPATCHERS	52,590.75	52,590.75	454,241.00	401,650.25	11.6
19-40-130	9-1-1 MANAGEMENT	5,289.48	5,289.48	70,054.00	64,764.52	7.6
19-40-190	HOLIDAY PAY	4,473.28	4,473.28	20,000.00	15,526.72	22.4
19-40-195	OVERTIME	4,338.88	4,338.88	45,000.00	40,661.12	9.6
19-40-220	FICA EXPENSE	5,130.59	5,130.59	25,000.00	19,869.41	20.5
19-40-225	MEDICAL-DENTAL-LIFE	24,557.56	24,557.56	145,000.00	120,442.44	16.9
19-40-230	RETIREMENT CONTRIBUTION	9,104.43	9,104.43	40,000.00	30,895.57	22.8
19-40-250	SUT EXPENSE	198.84	198.84	2,500.00	2,301.16	8.0
19-40-260	SAIF EXPENSE	.00.	.00	1,200.00	1,200.00	.0
19-40-432	EQUIPMENT MAINTENANCE	.00	.00	50,000.00	50,000.00	.0
19-40-439	MAINTENANCE CONTRACT	.00	.00	46,091.00	46,091.00	.0
19-40-440	UTILITIES	.00	.00	3,000.00	3,000.00	.0
19-40-441	IGC ATTORNEY FEES	84.00	84.00	.00	(84.00)	.0
19-40-442	LABOR ATTORNEY FEES	364.00	364.00	3,500.00	3,136.00	10.4
19-40-520	INSURANCE	9,107.16	9,107.16	12,000.00	2,892.84	75.9
19-40-530	TELEPHONE	.00	.00	5,200.00	5,200.00	.0
19-40-535	GENERATOR EXPENSES	.00	.00	1,500.00	1,500.00	.0
19-40-540	PUBLICATION AND NOTICES	.00	.00	600.00	600.00	.0
19-40-575	EMPLOYMENT ONBOARDING	.00	.00	2,000.00	2,000.00	.0
19-40-580	TRAVEL, SCHOOL & TRAINING	.00	.00	5,000.00	5,000.00	.0
19-40-610	MATERIALS & SUPPLIES	.00.	.00	1,308.00	1,308.00	
	TOTAL EMERGENCY 9-1-1 FUND	115,238.97	115,238.97	933,194.00	817,955.03	12.4
	TOTAL FUND EXPENDITURES	115,238.97	115,238.97	933,194.00	817,955.03	12.4
	NET REVENUE OVER EXPENDITURES	240,124.31	240,124.31	.00	(240,124.31)	.0

STREET FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
20-30-150	STATE HIGHWAY FUNDS	33,408.35	33,408.35	150,000.00	116,591.65	22.3
	TOTAL REVENUE	33,408.35	33,408.35	150,000.00	116,591.65	22.3
	LICENSES AND PERMITS					
20-32-120	SIDEWALK PERMITS	80.00	80.00	.00.	(80.00)	0
	TOTAL LICENSES AND PERMITS	80.00	80.00	.00	(80.00)	.0
	INTERGOVERNMENTAL REVENUE					
20-33-350	SMALL CITY ALLOT 2015	.00	.00	225,000.00	225,000.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	225,000.00	225,000.00	.0
	TOTAL FUND REVENUE	33,488.35	33,488.35	375,000.00	341,511.65	8.9

STREET FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STREET FUND					
20-40-110	STREET MAINTENANCE WAGES	5,573.89	5,573.89	.00	(5,573.8	.0 (99
20-40-130	SUPERVISOR	2,884.62	2,884.62	.00	(2,884.6	(2) .0
20-40-133	OUTSIDE LABOR (SUMMER)	.00	.00	40,000.00	40,000.0	.0
20-40-190	HOLIDAY, VAC, COMP PAY, OT EST	918.12	918.12	.00	(918.1	2) .0
20-40-220	FICA EXPENSE	730.79	730.79	.00	(730.7	9) .0
20-40-225	MEDICAL-DENTAL-LIFE	2,122.25	2,122.25	.00	(2,122.2	25) .0
20-40-230	RETIREMENT CONTRIBUTION	773.36	773.36	.00	(773.3	.0 (66
20-40-250	SUT EXPENSE	21.64	21.64	300.00	278.3	36 7.2
20-40-260	SAIF EXPENSE	2,903.65	2,903.65	.00	(2,903.6	65) .0
20-40-410	UTILITIES - STREETLIGHTS	.00	.00	30,000.00	30,000.0	0. 00
20-40-415	FUEL	.00	.00	5,000.00	5,000.0	0. 00
20-40-426	CONTRACTED SERVICES	.00	.00	2,500.00	2,500.0	.0 00
20-40-431	VEHICLE EXPENSES	1,150.00	1,150.00	.00	(1,150.0	.0 (00
20-40-432	EQUIPMENT EXPENSES	.00	.00	2,500.00	2,500.0	.0 00
20-40-520	INSURANCE	7,147.39	7,147.39	6,000.00	(1,147.3	39) 119.1
20-40-582	SOFTWARE SUPPORT/MAINTENANCE	.00	.00	1,500.00	1,500.0	.0
20-40-610	MATERIALS & SUPPLIES	1,102.85	1,102.85	10,000.00	8,897.	11.0
20-40-611	CRACK SEALING SUPPLIES	.00	.00	5,000.00	5,000.0	.0 0
20-40-615	FLOWER MAINT.	.00	.00	2,000.00	2,000.0	.0
20-40-740	EQUIPMENT	.00	.00	20,000.00	20,000.0	.0 0
20-40-850	CONTINGENCY	.00	.00	54,084.00	54,084.0	0. 00
	TOTAL STREET FUND	25,328.56	25,328.56	178,884.00	153,555.4	14.2
	TOTAL FUND EXPENDITURES	25,328.56	25,328.56	178,884.00	153,555.4	14.2
	NET REVENUE OVER EXPENDITURES	8,159.79	8,159.79	196,116.00	187,956.2	21 4.2

PARK FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
22-30-200	POOL REVENUE	6,854.00	6,854.00	6,000.00	(854.00)	114.2
22-30-350	COLLINS-MCDON (PARKS)	.00	.00	200,000.00	200,000.00	.0
	TOTAL REVENUE	6,854.00	6,854.00	206,000.00	199,146.00	3.3
	OTHER REVENUE					
22-36-550	MC CHUCKWAGON ASSOC.	.00	.00	6,000.00	6,000.00	.0
	TOTAL OTHER REVENUE	.00	.00	6,000.00	6,000.00	.0
	TOTAL FUND REVENUE	6,854.00	6,854.00	212,000.00	205,146.00	3.2

PARK FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARK FUND					
22-40-110	POOL EMPLOYEES	74,674.87	74,674.87	45,000.00	(29,674.87)	165.9
22-40-131	PARK EMPLOYEES	.00	.00	7,500.00	7,500.00	.0
22-40-220	FICA EXPENSE	5,996.10	5,996.10	4,200.00	(1,796.10)	142.8
22-40-225	MEDICAL-DENTAL-LIFE	1,712.66	1,712.66	6,000.00	4,287.34	28.5
22-40-230	RETIREMENT CONTRIBUTION	93.32	93.32	5,500.00	5,406.68	1.7
22-40-250	SUT EXPENSE	217.59	217.59	200.00	(17.59)	108.8
22-40-260	SAIF EXPENSE	746.65	746.65	6,200.00	5,453.35	12.0
22-40-410	UTILITIES - POOL	.00	.00	5,500.00	5,500.00	.0
22-40-411	MC CHUCKWAGON UTILITIES	.00	.00	2,300.00	2,300.00	.0
22-40-412	GARBAGE	96.00	96.00	.00	(96.00)	.0
22-40-415	FUEL	.00	.00	1,000.00	1,000.00	.0
22-40-481	POOL SQUARE COSTS	.00	.00	1,000.00	1,000.00	.0
22-40-520	PARKS INSURANCE	1,152.81	1,152.81	2,000.00	847.19	57.6
22-40-521	POOL INSURANCE	4,841.78	4,841.78	12,000.00	7,158.22	40.4
22-40-522	MC CHUCKWAGON BLDG INSURANCE	576.40	576.40	600.00	23.60	96.1
22-40-530	TELEPHONE- POOL	.00	.00	350.00	350.00	.0
22-40-540	ADVERTISING & PUBLICATION	.00	.00	2,500.00	2,500.00	.0
22-40-577	PERMITS & LICENSES	.00	.00	500.00	500.00	.0
22-40-580	TRAVEL, SCHOOL & TRAINING	3,000.00	3,000.00	.00	(3,000.00)	.0
22-40-600	POOL - CHLORINE	1,425.09	1,425.09	3,000.00	1,574.91	47.5
22-40-610	POOL - MATERIALS & SUPPLIES	1,990.21	1,990.21	30,000.00	28,009.79	6.6
22-40-612	MCDONALD PARK EXPENSES	516.00	516.00	.00	(516.00)	.0
22-40-613	SOROPTIMIST PARK EXPENSES	.00	.00	1,500.00	1,500.00	.0
22-40-615	PARK EXPENSES	28.49	28.49	3,000.00	2,971.51	1.0
22-40-616	MC CHUCKWAGON MAINT. EXPENSES	3.965.00	3,965.00	.00	(3,965.00)	.0
22-40-617	BULLARD CANYON EXPENSES	.00	.00	5,000.00	5,000.00	.0
22-40-730	POOL PARK IMPROVEMENTS	.00	.00	2,500.00	2,500.00	.0
22-40-735	POOL/POOL BUILDING IMPROVEMENT	1,180.71	1,180.71	2,500.00	1,319.29	47.2
22-40-736	MCDONALD PARK CAPITAL IMPROVEM	2,500.00	2,500.00	50,000.00	47,500.00	5.0
22-40-850	CONTINGENCY	.00	.00	12,150.00	12,150.00	.0
	TOTAL PARK FUND	104,713.68	104,713.68	212,000.00	107,286.32	49.4
	TOTAL FUND EXPENDITURES	104,713.68	104,713.68	212,000.00	107,286.32	49.4
	NET REVENUE OVER EXPENDITURES	(97,859.68)	(97,859.68)	.00	97,859.68	.0

SNOW/FLOOD CONTROL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
25-30-200	SNOW/FLOOD CONTROL FEE	2,779.34	2,779.34	32,250.00	29,470.66	8.6
	TOTAL REVENUE	2,779.34	2,779.34	32,250.00	29,470.66	8.6
	TOTAL FUND REVENUE	2,779.34	2,779.34	32,250.00	29,470.66	8.6

SNOW/FLOOD CONTROL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SNOW/FLOOD CONTROL FUND					
25-40-438	TOWN FLOOD MITIGATION	.00	.00	10,000.00	10,000.00	.0
25-40-584	CONTRACTED SNOW CONTROL	.00	.00	5,000.00	5,000.00	.0
25-40-585	CONTRACTED FLOOD CONTROL	800.00	800.00	5,000.00	4,200.00	16.0
25-40-586	TOWN SNOW REMOVAL	.00	.00	5,000.00	5,000.00	.0
25-40-850	CONTINGENCY	.00	.00	7,250.00	7,250.00	.0
	TOTAL SNOW/FLOOD CONTROL FUND	800.00	800.00	32,250.00	31,450.00	2.5
	TOTAL FUND EXPENDITURES	800.00	800.00	32,250.00	31,450.00	2.5
	NET REVENUE OVER EXPENDITURES	1,979.34	1,979.34	.00	(1,979.34)	.0

WOODSTOVE REPLACEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WOODSTOVE REPLACEMENT FUND					
26-40-900	TRANSFER TO GENERAL FUND	.00	.00	17,000.00	17,000.00	.0
	TOTAL WOODSTOVE REPLACEMENT FUND	.00	.00	17,000.00	17,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	17,000.00	17,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	(17,000.00)	(17,000.00)	.0

BIKE PATH/TRAILS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	INTERGOVERNMENTAL REVENUE					
28-33-550	1% STATE AIRPORT-BIKE PATH	10,864.27	10,864.27	1,500.00	(9,364.27)	724.3
	TOTAL INTERGOVERNMENTAL REVENUE	10,864.27	10,864.27	1,500.00	(9,364.27)	724.3
	TOTAL FUND REVENUE	10,864.27	10,864.27	1,500.00	(9,364.27)	724.3

BIKE PATH/TRAILS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	BIKE PATH/TRAILS					
28-40-731	BIKE PATHS & TRAILS	.00	.00	1,500.00	1,500.00	.0
	TOTAL BIKE PATH/TRAILS	.00	.00	1,500.00	1,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	1,500.00	1,500.00	.0
	NET REVENUE OVER EXPENDITURES	10,864.27	10,864.27	.00	(10,864.27)	.0

FIRE TRUCK FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
31-30-101	BEGINNING FUND BALANCE	.00.	.00	50,000.00	50,000.00	.0
	TOTAL REVENUE	.00	.00	50,000.00	50,000.00	
	TOTAL FUND REVENUE	.00	.00.	50,000.00	50,000.00	
	NET REVENUE OVER EXPENDITURES	.00	.00	50,000.00	50,000.00	

TRANSIENT LODGING TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
32-30-200	LODGING TAX - 70%	23,498.63	23,498.63	75,000.00	51,501.37	31.3
	TOTAL REVENUE	23,498.63	23,498.63	75,000.00	51,501.37	31.3
	TOTAL FUND REVENUE	23,498.63	23,498.63	75,000.00	51,501.37	31.3

TRANSIENT LODGING TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TRANSIENT LODGING TAX EXPENSES					
32-40-490	ROUND UP CONCERT	30,000.00	30,000.00	.00	(30,000.00)	.0
32-40-496	SMALL GRANTS	.00	.00	75,000.00	75,000.00	.0
32-40-860	RESERVED FOR FUTURE EXPEND	.00	.00	100,000.00	100,000.00	.0
32-40-940	RESERVE FOR FUTURE USE	.00	.00	50,000.00	50,000.00	.0
	TOTAL TRANSIENT LODGING TAX EXPENSES		30,000.00	225,000.00	195,000.00	13.3
	TOTAL FUND EXPENDITURES	30,000.00	30,000.00	225,000.00	195,000.00	13.3
	NET REVENUE OVER EXPENDITURES	(6,501.37)	(6,501.37)	(150,000.00)	(143,498.63)	(4.3)

WATER TREATMENT FACILITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEVENUE					
	REVENUE					
42-30-865	ARAP FUNDING- WATER TREATMENT	.00	.00	15,000,000.00	15,000,000.00	.0
	TOTAL REVENUE	.00	.00	15,000,000.00	15,000,000.00	.0
	TOTAL FUND REVENUE	.00	.00	15,000,000.00	15,000,000.00	.0

WATER TREATMENT FACILITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER TREATMENT EXPENSES					
42-40-130	GRANT ADMINISTRATION	.00	.00	30,000.00	30,000.00	.0
42-40-310	LEGAL SERVICES	.00	.00	25,000.00	25,000.00	.0
42-40-337	ENGINEERING SERVICES	70,000.00	70,000.00	2,172,000.00	2,102,000.00	3.2
42-40-338	WATER TESTING	1,511.00	1,511.00	20,000.00	18,489.00	7.6
42-40-339	PILOT WATER PROGRAM	.00	.00	60,000.00	60,000.00	.0
42-40-400	WELL REHABILITATION	.00	.00	125,000.00	125,000.00	.0
42-40-570	REGULATORY REVIEWS & FEES	.00	.00	9,000.00	9,000.00	.0
42-40-577	PERMITS & LICENSES	.00	.00	15,000.00	15,000.00	.0
42-40-611	WATER TREATMENT PROPERTY	.00	.00	135,000.00	135,000.00	.0
42-40-760	PROJECT CONSTRUCTION	.00	.00	10,790,000.00	10,790,000.00	.0
42-40-850	CONSTRUCTION CONTINGENCY	.00	.00	1,619,000.00	1,619,000.00	.0
	TOTAL WATER TREATMENT EXPENSES	71,511.00	71,511.00	15,000,000.00	14,928,489.00	5
	TOTAL FUND EXPENDITURES	71,511.00	71,511.00	15,000,000.00	14,928,489.00	5
	NET REVENUE OVER EXPENDITURES	(71,511.00)	(71,511.00)	.00	71,511.00	0

R3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
45-30-865	R3 GRANT	.00.	.00	75,000.00	75,000.00	.0
	TOTAL REVENUE	.00	.00	75,000.00	75,000.00	.0
	TOTAL FUND REVENUE	.00	.00	75,000.00	75,000.00	.0

R3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	R3 EXPENSES					
45-40-130	SUPERVISOR	.00	.00	5,000.00	5,000.00	.0
45-40-760	PROJECT COSTS	.00	.00	75,000.00	75,000.00	.0
	TOTAL R3 EXPENSES	.00	.00	80,000.00	80,000.00	.0
	DEPARTMENT 90					
45-90-100	TRANSFER TO GL -ROOF REPAIR	.00	.00	70,000.00	70,000.00	.0
	TOTAL DEPARTMENT 90	.00	.00	70,000.00	70,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	150,000.00	150,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	(75,000.00)	(75,000.00)	.0

FUND 46

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SOURCE 33					
46-33-951	TRANSFER FROM WATER	.00	.00	312,000.00	312,000.00	.0
	TOTAL SOURCE 33	.00	.00	312,000.00	312,000.00	.0
	TOTAL FUND REVENUE	.00	.00	312,000.00	312,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	312,000.00	312,000.00	.0

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
48-30-180	WRITE OFF REDUCTION	(127.40)	(127.40)	.00	127.40	.0
48-30-200	WATER - SERVICE & SALES	146,994.65	146,994.65	750,000.00	603,005.35	19.6
48-30-210	HOOKUPS AND RECONNECTS	690.00	690.00	5,000.00	4,310.00	13.8
48-30-211	CONNECTION FEES	.00	.00	5,000.00	5,000.00	.0
48-30-865	ARPA FUNDING- WATER TREATMENT	.00	.00	362,785.00	362,785.00	.0
	TOTAL REVENUE	147,557.25	147,557.25	1,122,785.00	975,227.75	13.1
	SOURCE 33					
48-33-951	TRANSFER FROM SEWER FUND	.00	.00	90,000.00	90,000.00	.0
	TOTAL SOURCE 33	.00	.00	90,000.00	90,000.00	.0
	TOTAL FUND REVENUE	147,557.25	147,557.25	1,212,785.00	1,065,227.75	12.2

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER FUND					
48-51-110	WATER MAINTENANCE WAGES	53,222,79	53,222.79	248.561.00	195,338.21	21.4
48-51-130	SUPERVISOR	17,307.66	17,307.66	40,000.00	22,692.34	43.3
	OUTSIDE LABOR (SUMMER)	.00	.00	35,000.00	35,000.00	.0
	HOLIDAY, VAC, COMP PAY, OT EST	10.855.35	10,855.35	21,000.00	10,144.65	51.7
	WEEKEND DUTY	200.00	200.00	3,500.00	3,300.00	5.7
	OVERTIME	38.72	38.72	5,000.00	4,961,28	.8
48-51-200	CERTIFICATE PAY	.00	.00	7,000.00	7,000.00	.0
48-51-220	FICA EXPENSE	6.318.93	6.318.93	26,400.00	20.081.07	23.9
48-51-225	MEDICAL-DENTAL-LIFE	22.795.68	22,795,68	75,000.00	52,204,32	30.4
	RETIREMENT CONTRIBUTION	7,935.86	7,935.86	35,000.00	27,064,14	22.7
		195.91	195.91	600.00	404.09	32.7
48-51-260		1,592.86	1.592.86	3,840.00	2,247.14	41.5
	LEGAL SERVICES	2,586.50	2,586.50	7,500.00	4,913.50	34.5
		2,291.50	2,291.50	40,000.00	37,708.50	5.7
48-51-339	SPECIAL WATER TESTING	10,325.00	10,325.00	.00	(10,325.00)	.0
	UTILITIES	.00	.00	40,000.00	40,000.00	.0
48-51-415		.00	.00	10,000.00	10,000.00	.0
	UNIFORM EXPENSES	.00	.00	1,800.00	1,800.00	.0
48-51-431		124.51	124.51	10.000.00	9,875.49	1.3
	CONTRACTOR EXPENSES	.00	.00	12,000.00	12,000.00	.0
	LABOR ATTORNEY FEES	.00	.00	2.000.00	2.000.00	.0
48-51-520		23,286,66	23.286.66	33,600.00	10.313.34	69.3
48-51-528	EMPLOYEE/VOLUNTEER INCENTIVES	55.00	55.00	500.00	445.00	11.0
48-51-530	TELEPHONE	839.36	839.36	900.00	60.64	93.3
48-51-540	ADVERTISING & PUBLICATION	295.25	295.25	10,000.00	9,704.75	3.0
48-51-570	DUES & FEES	2.000.00	2.000.00	10,000.00	8,000,00	20.0
48-51-575	NEW EMPLOYEE ONBOARDING	.00	2,000.00	1,000.00	1,000.00	.0
	PERMITS & LICENSES	.00	.00	5,000.00	5,000.00	.0
48-51-580	TRAVEL. SCHOOL & TRAINING	.00.	.00.	7,500.00	7,500.00	.0
	COMPUTER SOFTWARE	26.322.30	26.322.30	5,000.00	(21,322.30)	.u 526.5
48-51-582	SOFTWARE SUPPORT/MAINTENANCE	.00	.00	7,000.00	7.000.00	.0
48-51-600	CHLORINE	706.00		30,000.00	29,294.00	2.4
48-51-608		1.497.55	706.00	· ·	-	12.5
	BILLING OUTSOURCING	•	1,497.55	12,000.00	10,502.45	
48-51-609	POSTAGE & FREIGHT	.00	.00	5,000.00	5,000.00	.0
48-51-610	MATERIALS & SUPPLIES	14,232.21	14,232.21	12,000.00	(2,232.21)	118.6
	WATER/PLUMBING SUPPLIES	382.99	382.99	30,000.00	29,617.01	1.3
		.00	.00	20,000.00	20,000.00	.0
	USDA BONDS	.00	.00	7,165.00	7,165.00	.0
	USDA BONDS INTEREST	.00	.00	12,010.00	12,010.00	.0
48-51-753	USDA LOAN RESERVE	.00	.00	19,175.00	19,175.00	.0
48-51-850	CONTINGENCY	.00	.00	26,234.00	26,234.00	.0
48-51-870	RESERVE	.00	.00	22,500.00	22,500.00	
	TOTAL WATER FUND	205,408.59	205,408.59	900,785.00	695,376.41	22.8

FOR ADMINISTRATION USE ONLY

25 % OF THE FISCAL YEAR HAS ELAPSED

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TRANSFERS					
48-90-911	TRANSFER TO SMART METER	.00	.00	312,000.00	312,000.00	.0
	TOTAL TRANSFERS	.00	.00	312,000.00	312,000.00	.0
	TOTAL FUND EXPENDITURES	205,408.59	205,408.59	1,212,785.00	1,007,376.41	16.9
	NET REVENUE OVER EXPENDITURES	(57,851.34)	(57,851.34)	.00	57,851.34	

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
49-30-211	CONNECTION FEES	.00	.00	50,000.00	50,000.00	.0
49-30-250	SEWER - SERVICE & SALES	129,206.05	129,206.05	720,000.00	590,793.95	18.0
49-30-260	DUMPING FEES	882.00	882.00	20,000.00	19,118.00	4.4
49-30-859	RED ROCK REIMBURSEMENT	.00	.00	17,848.00	17,848.00	.0
49-30-860	SPWF/RR GRANT	.00	.00	146,435.00	146,435.00	.0
49-30-861	SPWF/ RR LOAN	.00	.00	146,436.00	146,436.00	0
	TOTAL REVENUE	130,088.05	130,088.05	1,100,719.00	970,630.95	11.8
	TOTAL FUND REVENUE	130,088.05	130,088.05	1,100,719.00	970,630.95	11.8

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SEWER FUND					
49-52-110	SEWER MAINTENANCE WAGES	14,533.61	14,533.61	248,561.00	234,027.39	5.9
	SUPERVISOR	7,211.52	7,211.52	40,000.00	32,788.48	18.0
	HOLIDAY, VAC, COMP PAY, OT EST	5,931.03	5,931.03	21,000.00	15,068.97	28.2
	WEEKEND DUTY	.00	.00	3,500.00	3,500.00	.0
	OVERTIME	.00	.00	7,000.00	7,000.00	.0
	CERTIFICATE PAY	.00	.00	7,000.00	7,000.00	.0
	FICA EXPENSE	2,169.15	2,169.15	26,400.00	24,230.85	8.2
49-52-225	MEDICAL-DENTAL-LIFE	4,783.13	4,783.13	75,000.00	70,216.87	6.4
49-52-230	RETIREMENT CONTRIBUTION	3,086.15	3,086.15	35,000.00	31,913.85	8.8
49-52-250	SUT EXPENSE	61.64	61.64	600.00	538.36	10.3
49-52-260	SAIF EXPENSE	1,742.19	1,742.19	4,200.00	2,457.81	41.5
49-52-310	LEGAL SERVICES	10,882.70	10,882.70	7,000.00	(3,882.70)	155.5
49-52-338	ROUTINE SEWER TESTING	4,499.94	4,499.94	50,000.00	45,500.06	9.0
49-52-410	UTILITIES	.00	.00	27,000.00	27,000.00	.0
49-52-415	FUEL	.00	.00	17,000.00	17,000.00	.0
49-52-420	UNIFORM EXPENSES	.00	.00	1,800.00	1,800.00	.0
49-52-431	VEHICLE EXPENSES	681.31	681.31	12,500.00	11,818.69	5.5
49-52-436	PUMP REPAIRS	265.00	265.00	25,000.00	24,735.00	1.1
49-52-452	AG FARM EXPENSES	.00	.00	4,000.00	4,000.00	.0
49-52-520	INSURANCE	31,586.86	31,586.86	40,800.00	9,213.14	77.4
49-52-528	EMPLOYEE/VOLUNTEER INCENTIVES	.00	.00	500.00	500.00	.0
49-52-530	TELEPHONE	.00	.00	900.00	900.00	.0
49-52-540	ADVERTISING & PRINTING	.00	.00	300.00	300.00	.0
49-52-570	DUES & FEES	374.40	374.40	25,000.00	24,625.60	1.5
49-52-575	EMPLOYMENT TESTING	.00	.00	1,200.00	1,200.00	.0
49-52-577	PERMITS & LICENSES	.00	.00	15,000.00	15,000.00	.0
49-52-580	TRAVEL, SCHOOL & TRAINING	915.00	915.00	10,000.00	9,085.00	9.2
49-52-582	SOFTWARE/MAINTENANCE/COMPUTER	.00	.00	5,000.00	5,000.00	.0
49-52-600	CHLORINE	.00	.00	20,000.00	20,000.00	.0
49-52-608	BILLING OUTSOURCE	228.03	228.03	10,000.00	9,771.97	2.3
49-52-609	POSTAGE & FREIGHT	.00	.00	6,000.00	6,000.00	.0
49-52-610	MATERIALS & SUPPLIES	88.18	88.18	25,000.00	24,911.82	.4
49-52-612	SEWER SUPPLIES	1,967.82	1,967.82	1,500.00	(467.82)	131.2
49-52-730	CAPITAL IMPROVEMENT & EXP	25,200.00	25,200.00	75,000.00	49,800.00	33.6
49-52-733	CAPITAL REPLACEMENT (FR 5%)	.00	.00	10,000.00	10,000.00	.0
49-52-740	EQUIPMENT & LARGE TOOLS	42,501.00	42,501.00	50,000.00	7,499.00	85.0
49-52-756	BUS OREGON -L17009	.00	.00	5,000.00	5,000.00	.0
49-52-757	BUS OREGON -L17009 INTEREST	.00	.00	5,000.00	5,000.00	.0
49-52-850	CONTINGENCY	.00	.00	77,525.00	77,525.00	
	TOTAL SEWER FUND	158,708.66	158,708.66	996,286.00	837,577.34	15.9
	TRANSFERS					
49-90-915	TRANSFER TO WATER FUND	.00	.00	90,000.00	90,000.00	.0
	TOTAL TRANSFERS	.00	.00	90,000.00	90,000.00	.0

FOR ADMINISTRATION USE ONLY

25 % OF THE FISCAL YEAR HAS ELAPSED

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	158,708.66	158,708.66	1,086,286.00	927,577.34	14.6
NET REVENUE OVER EXPENDITURES	(28,620.61)	(28,620.61)	14,433.00	43,053.61	(198.3)

GEOTHERMAL PROJECT - DOC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
53-30-950	ODOE PLANNING GRANT	.00	.00	100,000.00	100,000.00	.0
	TOTAL REVENUE	.00	.00	100,000.00	100,000.00	.0
	INTERGOVERNMENTAL REVENUE					
53-33-410	GEOTHERMAL (DOC)	8,617.66	8,617.66	57,200.00	48,582.34	15.1
	TOTAL INTERGOVERNMENTAL REVENUE	8,617.66	8,617.66	57,200.00	48,582.34	15.1
	SOURCE 39					
53-39-900	TRANSER IN FROM OTHER FUNDS	.00	.00	100,000.00	100,000.00	.0
	TOTAL SOURCE 39	.00	.00	100,000.00	100,000.00	.0
	TOTAL FUND REVENUE	8,617.66	8,617.66	257,200.00	248,582.34	3.4

GEOTHERMAL PROJECT - DOC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GEOTHERMAL					
53-40-130	SUPERVISOR	721.20	721.20	27,500.00	26,778.80	2.6
53-40-220	FICA EXPENSE	56.04	56.04	2,200.00	2,143.96	2.6
53-40-225	MEDICAL-DENTAL-LIFE	103.14	103.14	.00	(103.14)	.0
53-40-230	RETIREMENT CONTRIBUTION	100.50	100.50	2,000.00	1,899.50	5.0
53-40-250	SUT EXPENSE	1.48	1.48	55.00	53.52	2.7
53-40-260	SAIF EXPENSE	.00	.00	150.00	150.00	.0
53-40-410	UTILITIES -DOC	2,229.87	2,229.87	16,500.00	14,270.13	13.5
53-40-415	FUEL	.00	.00	1,000.00	1,000.00	.0
53-40-520	INSURANCE	1,959.77	1,959.77	3,000.00	1,040.23	65.3
53-40-610	MATERIALS & SUPPLIES -DOC	.00	.00	75,000.00	75,000.00	.0
53-40-650	GEO SERVICES AND COSTS	39,530.40	39,530.40	30,000.00	(9,530.40)	131.8
53-40-762	GEOTHERMAL LAND LEASE-UTLEY	.00	.00	2,000.00	2,000.00	.0
53-40-980	ODOE PLANNING GRANT	.00	.00	70,000.00	70,000.00	.0
	TOTAL GEOTHERMAL	44,702.40	44,702.40	229,405.00	184,702.60	19.5
	TRANSFERS					
53-90-910	TRSFR TO GEN. FUND FOR ADMIN.	.00	.00	30,000.00	30,000.00	.0
	TOTAL TRANSFERS	.00	.00	30,000.00	30,000.00	.0
	TOTAL FUND EXPENDITURES	44,702.40	44,702.40	259,405.00	214,702.60	17.2
	NET REVENUE OVER EXPENDITURES	(36,084.74)	(36,084.74)	(2,205.00)	33,879.74	(1636.

TOWN OF LAKEVIEW **REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2023

GEOTHERMAL - BARRY WELL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SOURCE 30					
54-30-103	GEOTHERMAL FEES L.D. HOSPITAL	22,986.70	22,986.70	151,710.00	128,723.30	15.2
54-30-104	GEOTHERMAL FEES SCHOOL	16,469.84	16,469.84	108,702.00	92,232.16	15.2
54-30-105	GEOTHERMAL HEADSTART	250.00	250.00	2,310.00	2,060.00	10.8
54-30-106	DAVIS GEOTHERMAL	.00	.00	2,310.00	2,310.00	.0
	TOTAL SOURCE 30	39,706.54	39,706.54	265,032.00	225,325.46	15.0
	SOURCE 33					
54-33-420	GEO. (BARRY) FUTURE REPAIR	.00	.00	250,000.00	250,000.00	.0
	TOTAL SOURCE 33	.00	.00	250,000.00	250,000.00	.0
	TOTAL FUND REVENUE	39,706.54	39,706.54	515,032.00	475,325.46	7.7

TOWN OF LAKEVIEW EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2023

GEOTHERMAL - BARRY WELL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GEOTHERMAL - BARRY WELL					
54-40-110	GEOTHERMAL WAGES	.00	.00	75,000.00	75,000.00	.0
	SUPERVISOR	721.14	721.14	27,500.00	26,778.86	2.6
54-40-220	FICA EXPENSE	56.04	56.04	2,200.00	2,143.96	2.6
54-40-225	MEDICAL-DENTAL-LIFE	103.08	103.08	9,500.00	9,396.92	1.1
54-40-230	RETIREMENT CONTRIBUTION	100.56	100.56	2,000.00	1,899.44	5.0
54-40-250	SUT EXPENSE	1.53	1.53	55.00	53.47	2.8
54-40-260	SAIF EXPENSE	.00	.00	150.00	150.00	.0
54-40-411	UTILITIES-BARRY WELL	.00	.00	5,500.00	5,500.00	.0
54-40-415	FUEL	.00	.00	500.00	500.00	.0
54-40-520	INSURANCE	2,420.89	2,420.89	1,430.00	(990.89)	169.3
54-40-580	GEOTHERMAL TRANING	.00	.00	40,000.00	40,000.00	.0
54-40-611	MATERIALS & SUPPLIES -BARRY	.00	.00	10,000.00	10,000.00	.0
54-40-650	GEO SERVICES AND COSTS	.00	.00	10,000.00	10,000.00	.0
54-40-730	CAPITAL IMPROVEMENT	.00	.00	25,000.00	25,000.00	.0
54-40-750	BARRY WELL REPAIR RESERVE	.00	.00	50,000.00	50,000.00	.0
54-40-751	USDA LOAN PMT	.00	.00	41,000.00	41,000.00	.0
54-40-752	BARRY USDA LOAN INTEREST	.00	.00	86,000.00	86,000.00	.0
54-40-761	GEOTHERMAL LAND LEASE-BARRY	.00	.00	20,000.00	20,000.00	.0
54-40-850	CONTINGENCY	.00	.00	9,197.00	9,197.00	.0
	TOTAL GEOTHERMAL - BARRY WELL	3,403.24	3,403.24	415,032.00	411,628.76	8.
	DEPARTMENT 90					
54-90-912	TRANS EXP GEO DOC	.00	.00	100,000.00	100,000.00	.0
	TOTAL DEPARTMENT 90	.00	.00	100,000.00	100,000.00	.0
	TOTAL FUND EXPENDITURES	3,403.24	3,403.24	515,032.00	511,628.76	
	NET REVENUE OVER EXPENDITURES	36,303.30	36,303.30	.00	(36,303.30)	.0

TOWN OF LAKEVIEW EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2023

ENGINEER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ENGINEER FUND					
55-40-331	ENGINEER-UTILITY-WATER	.00	.00	4,000.00	4,000.00	.0
55-40-332	ENGINEER-UTILITY-SEWER	.00	.00	10,000.00	10,000.00	.0
55-40-334	ENGINEER-POOL/PARKS	.00	.00	5,500.00	5,500.00	.0
55-40-337	ENGINEER-GENERAL FUND	.00	.00	35,000.00	35,000.00	.0
55-40-400	ENGINEER-DOC-GEO FUND	.00	.00	1,200.00	1,200.00	.0
55-40-401	ENGINEER-BARRY-GEO FUND	.00	.00	1,200.00	1,200.00	.0
	TOTAL ENGINEER FUND	.00	.00	56,900.00	56,900.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	56,900.00	56,900.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	(56,900.00)	(56,900.00)	.0

TOWN OF LAKEVIEW REVENUES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2023

DEBT SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNE	EXPENDED	PCNT
	TAXES						
60-31-200	PROPERTY TAX-PRIOR	8,146.08	8,146.08	.00	(8,146.08)	.0
	TOTAL TAXES	8,146.08	8,146.08	.00	(8,146.08)	.0
	TOTAL FUND REVENUE	8,146.08	8,146.08	.00	(8,146.08)	.0
	NET REVENUE OVER EXPENDITURES	8,146.08	8,146.08	.00	(8,146.08)	.0

CERTIFICATION

I, Michele Parry, Town Manager of the Chartered Town of Lakeview, hereby certify that the foregoing Revenue Report was posted on the Town of Lakeview's website, townoflakeview.org, and included in Town Council packets for Town Council, September 26, 2023.

FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT TO ESTABLISH REGIONAL RURAL REVITALIZATION (R3) STRATEGIES CONSORTIUM

This First Amended and Restated Intergovernmental Agreement to Establish Regional Rural Revitalization (R3) Strategies (this "Agreement") is dated June ____, 2023, but made effective for all purposes as of July 1, 2023 (the "Effective Date"), and is entered into between Town of Lakeview ("Lakeview"), an Oregon municipal corporation, whose address is 525 North 1st Street, Lakeview, Oregon 97630, City of Burns ("Burns"), an Oregon municipal corporation, whose address is 242 South Broadway Burns, Oregon 97720, City of John Day ("John Day"), whose address is 450 East Main Street, John Day, Oregon 97845, and Baker City ("Baker"), an Oregon municipal corporation, whose address is 1655 First Street, Baker City, Oregon 97814.

RECITALS:

- A. Burns and Lakeview are parties to a certain Intergovernmental Agreement to Establish Regional Rural Revitalization (R3) Strategies Consortium dated effective May 1, 2023 (the "Original Agreement"). Burns and Lakeview entered into the Original Agreement to form and organize Regional Rural Revitalization (R3) Strategies Consortium ("Consortium"), an intergovernmental entity organized under ORS chapter 190.
- B. Consortium was established to provide resources necessary to assist with the execution of the parties' housing and community improvement projects. This assistance includes, without limitation, evaluating and providing logistical assistance concerning housing and community development projects (e.g., determining the feasibility and requirements of proposed projects, sources of project funding, and assisting and managing project completion).
- C. John Day and Baker desire to become part of Consortium as of the Effective Date. To facilitate John Day and Baker's admission to Consortium, the Parties desire to amend and restate the Original Agreement in its entirety by their execution of this Agreement.
- D. This Agreement is made pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

AGREEMENT:

NOW, THEREFORE, in consideration of the Parties' respective obligations under this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. <u>Definitions; Amendment and Restatement.</u> Unless defined elsewhere in this Agreement, capitalized terms contained in this Agreement have the meanings assigned to them in the attached <u>Appendix A.</u>

 This Agreement amends, restates, and supersedes the Original Agreement in its entirety. The Original Agreement will be of no further force and effect as of the Effective Date.
 - 2. <u>Housing and Public Development Consortium.</u>
- 2.1 <u>Formation; Responsibility.</u> The Parties have created the Regional Rural Revitalization (R3) Strategies Consortium ("Consortium"), an intergovernmental entity created pursuant to ORS chapter 190. Consortium's members are the Parties. Consortium will have responsibility and authority to (a) approve and evaluate proposed Projects, (b) assist and coordinate necessary logistics to complete approved Projects (including functions related thereto), and (c) subject to the terms of this Agreement and/or ORS chapter 190, perform such other duties and responsibilities assigned by the Parties from time to time. Without otherwise limiting the
- 1 FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT TO ESTABLISH REGIONAL RURAL REVITALIZATION (R3) STRATEGIES CONSORTIUM {21625001-01576341;4}

generality of the immediately preceding sentence, and subject to the Laws, Consortium will have the following general powers: (y) adopt, through action of the Board, such bylaws, rules, regulations, standards, and/or policies necessary or appropriate to carry out Consortium's purposes and/or this Agreement; and (z) perform and exercise all powers pursuant to the Laws, including, without limitation, the Oregon constitution, the principal acts of the Parties, and ORS chapter 190, which are necessary and/or appropriate to perform (or cause to be performed) the Services.

- 2.2 <u>Purpose.</u> Consortium's purposes include, without limitation, the following:
 (a) stimulating economic recovery and revitalization for each Party by pooling resources and enabling increased efficiency for each Party to complete the Projects; (b) plan for the most effective and efficient use of combined resources to complete the Projects; (c) recruit, select, and employ (or contract with) the Managing Director; (d) provide a forum for communication and consultation among the Parties; (e) provide an opportunity for a cooperative and equitable sharing of expenses, resources, data, expertise, and experience among the Parties; and (f) carry out such other necessary and/or appropriate responsibilities and functions identified by the Parties from time to time.
- 2.3 <u>General Authority.</u> Except as otherwise provided in this Agreement and/or ORS chapter 190, Consortium will have the authority to act in the interests of the Parties to oversee and direct operation and completion of the Projects (and such other duties and responsibilities assigned by the Parties from time to time). Without otherwise limiting the generality of the immediately preceding sentence, and subject to the Laws, Consortium will have the following general powers: (a) purchase, own, hold, appropriate, and/or condemn land, property, facilities, and/or right-of-way either in Consortium's name or in the name of individual Party(ies) in furtherance of the construction, ownership, operation, and/or maintenance of the Projects; (b) enter into agreements with other public and/or private entities for the purpose of design, construction, ownership, operation, and/or maintenance of the Projects; (c) issue, sell, and/or otherwise dispose of bonds, securities, and/or other forms of indebtedness, including, without limitation, the power to raise revenue bonds under ORS chapter 287A; and (d) exercise all powers pursuant to the Laws, including, without limitation, the principal acts of the Parties and ORS chapter 190, which are necessary and/or appropriate to carry out the purposes of Consortium and/or this Agreement.
- 2.4 <u>Party Responsibilities.</u> In addition to all other Party responsibilities contained in this Agreement, including, without limitation, the cost-sharing obligations described in Section 5, each Party will (a) require that the Party's Standing Member provide the Party's governing body with regular updates concerning Consortium activities and the Services, and (b) host required Board and/or community meetings from time to time.
- 2.5 Office Space. Consortium's initial office space(s), equipment, and furnishings will be located at 242 S Broadway Burns, Oregon 97720. The Board may, consistent with the terms of this Agreement, change the location of its offices as needed to serve Consortium's interests and the Parties.
- 2.6 <u>Eligible Entity Admission.</u> Subject to the Laws, including, without limitation, ORS chapter 190, one or more Eligible Entities may become a party to this Agreement and Consortium if first approved by the unanimous consent of the Standing Members. Notwithstanding the immediately preceding sentence, an Eligible Entity will not become a party to this Agreement and Consortium unless and until the Eligible Entity signs a counterpart signature page to this Agreement and executes such other documents and instruments as the Standing Members determine necessary or appropriate.

3. <u>Board of Directors.</u>

3.1 <u>Membership.</u> Consortium will be governed by a board of directors consisting of the following persons (the "Board"): (a) the governing body of each Party will appoint one of its elected officials to serve on the Board (each a "Standing Member"); and (b) the then-appointed Standing Members will appoint one

person to serve on the Board (the "At-Large Position"). Each Standing Member will serve at the pleasure of his or her appointing Party and may be removed and replaced by the governing body of the appointing Party. If a Standing Member vacates his or her position, the governing body of the Party that appointed the departed Standing Member will fill the vacancy. The At-large Member will be appointed, and may be removed and replaced, by the unanimous consent of the Standing Members. The At-large Member may not be an elected official, officer, and/or employee of any Party. If an At-Large Member vacates his or her position, the Standing Members will fill the vacancy. Each fiscal year the Board will elect a chairperson and vice-chairperson from its membership, each of whom will serve a one-year term; provided, however, no Board member will serve more than one year as chairperson in any four-year period. The chairperson will preside over all Board meetings and perform such other duties prescribed by the Board from time to time.

3.2 Meetings; Decision Matrix.

- 3.2.1 Subject to the terms and conditions contained in this Agreement, a majority of the then-appointed Board members will constitute a quorum for the purpose of conducting its business, exercising its powers, and for all other purposes. Each Board member will be entitled to vote on all Board decisions, subject to applicable Laws. Regular meetings of the Board will be held no less than twice per fiscal year on such day(s), time(s), and place(s) determined by the Board. Subject to applicable Law, special meetings (with at least five days' prior written notice) and emergency meetings may be called by the chairperson or two or more Board members. All Board meetings are subject to Oregon's Public Meetings Law, ORS 192.610 ORS 192.690, as amended. Unless otherwise provided, Robert's Revised Rules of Order will govern all procedural matters.
- 3.2.2 Except as this Agreement and/or applicable Law requires otherwise, the consent (approval) of a "majority" of the Standing Members is necessary to decide any question and/or take any action before the Board. For purposes of this Agreement, the term "majority" means the consent (approval) of no less than 51% of the Standing Members.
- 3.2.3 Except as this Agreement and/or applicable Law requires otherwise, the consent (approval) of a "supermajority" of the Standing Members is necessary to decide the following questions and/or actions taken before the Board: (a) hiring and/or contracting with the Managing Director; (b) discipline of the Managing Director; (c) termination of the Managing Director; (d) approval of Consortium's annual budget; (e) incurring Consortium indebtedness and/or obligations that exceed \$25,000.00 (individually or collectively); (f) capital expenditure(s) (or series of related capital expenditures) that exceeds \$25,000.00 (individually and/or collectively); (g) sale, lease, exchange, mortgage, assignment, pledge, encumbrance, disposition, grant of security interest, and/or other transfer of consortium assets; and/or (h) refinance, increase, consolidation, modification, and/or extension of any note, mortgage, and/or other security interest affecting consortium's assets. For purposes of this Agreement, the term "supermajority" means the consent (approval) of no less than 75% of the Standing Members.
- 3.2.4 Except as this Agreement and/or applicable Law requires otherwise, the consent (approval) of all Standing Members (i.e., unanimous consent) is necessary to decide the following questions and/or actions taken before the Board: (a) admitting new or substitute Consortium members; (b) merging Consortium with any other entity; and/or (c) amendments or restatements of this Agreement and/or the Bylaws. Notwithstanding the supermajority and/or unanimous approval requirements required under Section 3.2.3 and 3.2.4, the Managing Director may pursue and negotiate the terms of any matter identified under Section 3.2.3(e)-(h) and Section 3.2.4(a)-(b) prior to submitting the applicable matter to a vote of the Board.
- 3.3 <u>Authority.</u> Subject to any limitations set forth in this Agreement and/or ORS chapter 190, the Board will have the authority and responsibilities set forth in this Agreement, including, without limitation, the following:

^{3 –} FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT TO ESTABLISH REGIONAL RURAL REVITALIZATION (R3) STRATEGIES CONSORTIUM {21625001-01576341;4}

- 3.3.1 The Board will have authority to perform the following: (a) oversee and have full responsibility for all matters pertaining to Consortium's operations; (b) review and approve Consortium's budget pursuant to applicable Law, including, without limitation, ORS 294.900 ORS 294.930 (if and to the extent applicable); (c) approve capital purchase requests if not previously approved in the Budget; (d) review performance concerning implementation of Consortium's policies and the Budget; and/or (e) carry out such other activities as are necessary, required, and/or implied to accomplish Consortium's purposes, this Agreement, and/or as provided under ORS chapter 190.
- 3.3.2 Without otherwise limiting the generality of Section 3.3.1, the Board has the authority to perform the following: (a) recruit, select, employ, or contract with a Managing Director; (b) establish a job description, salary, and budget for the Managing Director; (c) receive and review reports from the Managing Director concerning Consortium's Projects and ancillary operations and duties; (d) approve expenditures of Consortium's assets; and (e) prepare and provide each Party with a monthly financial report consisting of an accounting of Consortium funds. Notwithstanding anything contained in this Agreement to the contrary, the Board will not have the authority to perform the following: (x) commit the taxing authority or general funds of any Party; (y) impose ad valorem property taxes or issue general obligation bonds; and/or (z) expend (or cause the expenditure of) funds exceeding (or inconsistent with) the Budget.
- 3.3.3 Within ninety (90) days after the Effective Date, the Parties will adopt the Bylaws of Regional Rural Revitalization (R3) Strategies Consortium substantially in the form attached as <u>Exhibit A</u> (the "Bylaws").

4. Consortium; Managing Director.

4.1 Responsibilities; Costs. Subject to the terms and conditions contained in this Agreement, Consortium will be responsible for, and is hereby empowered to take, all actions necessary and/or appropriate to support Consortium's operations and affairs in accordance with this Agreement and all Board policies. Without otherwise limiting the generality of the immediately preceding sentence, Consortium will provide and/or perform the following: (a) contract with or employ and terminate the Managing Director subject to and in accordance with Consortium's policies and procedures; (b) enter into contracts subject to and in accordance with this Agreement, the Laws, and all Board policies (including, without limitation, all applicable public contracting rules and procedures); and (c) carry out such other necessary and/or appropriate responsibilities and functions that the Board may impose from time to time.

4.2 Managing Director.

- 4.2.1 Consortium will employ (or contract with) a person to serve as the Managing Director. Consortium will pay all compensation, benefits, taxes, costs, and expenses arising out of or resulting from Consortium's employment of, or contracting with, the Managing Director, including, without limitation, vacation, sick leave, holidays, social security, unemployment benefits, contributions to any applicable employee retirement programs, workers' compensation insurance, medical insurance, dental insurance, and life and disability insurance (all if and to the extent applicable).
- 4.2.2 The Managing Director will report to the Board and be subject to the general direction and control of the Board. Subject to the terms and conditions contained in this Agreement, the Managing Director will perform those Managing Director job duties and responsibilities identified in the attached Schedule 4.2.2 (the "Services"). The Managing Director will (a) consult with and advise the Board on all matters concerning the Services reasonably requested by the Board, (b) communicate all matters and information concerning the Services to the Board and perform the Services under the general direction of the Board, (c) devote such time and attention to performance of the Services as is necessary or appropriate, and (d) perform the Services to the best of the Managing Director's ability in accordance with this Agreement and the Managing 4 FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT TO ESTABLISH REGIONAL RURAL REVITALIZATION (R3) STRATEGIES CONSORTIUM (21625001-01576341;4)

Director's letter of employment or contract with Consortium.

4.2.3 Subject to the terms and conditions contained in this Agreement, Consortium is responsible for all personnel or contract matters concerning the Managing Director, including, without limitation, compensation, benefits, standards of service, discipline, performance of duties, working hours, and termination. The Managing Director will not be entitled to any wages and/or benefits which accrue to employees of any Party, including, without limitation, unemployment benefits, contributions to the Public Employees Retirement System, workers' compensation insurance, medical insurance, dental insurance, and life and disability insurance. Consortium employees (including, without limitation, the Managing Director) are not employees of the Parties.

5. <u>Budget; State Grant; Contributions; Ownership; Accounting.</u>

- 5.1 Operating Budget. In accordance with and subject to the Laws, including, without limitation, applicable Oregon Local Budget Law provisions, Consortium may make expenditures for the acquisition, purchase, and/or lease of materials, services, supplies, facilities, personnel, real and/or personal property, and/or equipment as necessary or appropriate to carry out Consortium's purposes and/or this Agreement. Expenditures will not exceed funds appropriated for the specific purposes and will be made in accordance with applicable Law. The Managing Director will prepare, develop, and recommend Consortium's annual operating budget (the "Budget") for the Board's review and approval. Consortium will adhere to the fiscal year budget preparation cycle and will endeavor to adopt its annual budget in May or June each year. The budget period will be on a fiscal year basis beginning on July 1 each year and ending on the immediately following June 30.
- 5.2 <u>State Grant.</u> Parties anticipate that Consortium will be initially funded through grant appropriation of \$250,000.00 from the State of Oregon (the "Grant"). If the Grant is received, the Parties anticipate applying the Grant toward Consortium's administrative, planning, and organization costs and expenses, Capital Equipment, and/or one or more Projects.
- 5.3 <u>Contributions.</u> Subject to the terms and conditions contained in this Agreement, Consortium's activities, including, without limitation, employment of or contracting with the Managing Director, will be paid by the Parties in accordance with the cost sharing percentages identified in <u>Schedule 5.3</u> (the "Contribution Percentages"). The Contribution Percentages will be reviewed by the Board no less than annually. The Parties may amend or modify the Contribution Percentages from time to time if and when the Board determines necessary or appropriate.
- 5.4 <u>Payment; Consortium Funds.</u> Each Party will timely pay its Contribution amount based on the then-applicable Contribution Percentages. In September each year, Consortium will invoice each Party for the Party's Contribution amount. Each Party will pay the amount due under each invoice within thirty (30) days after the Party's receipt of the invoice. Consortium will maintain one or more bank accounts dedicated to the purpose of recording financial transactions specific to Consortium activities. All funds received by the Consortium, including, without limitation, funds contributed in accordance with this Section 5.4, will be maintained in Consortium accounts. Consortium funds will not be commingled with any Party funds.
- 5.5 <u>Borrowed Employees.</u> If a Party employee performs any services for or on behalf of Consortium (the "Borrowed Employee"), the Party employing the Borrowed Employee (the "Borrowed Employer") will charge (invoice) Consortium the Borrowed Employee's charge out rate (and all other expenses incurred by the Party) in accordance with the applicable Task Order. Consortium will pay the amount invoiced no later than thirty (30) days after invoice from the Borrowed Employer. The Project Sponsor will reimburse Consortium for all costs and expenses incurred for the Borrowed Employee within thirty (30) days after invoice from Consortium.
- 5.6 <u>Consortium Consultants.</u> If a Consortium consultant performs any services for or on behalf of a Project Sponsor (the "Consortium Consultant"), Consortium will charge (invoice) the Project Sponsor for 5 FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT TO ESTABLISH REGIONAL RURAL REVITALIZATION (R3) STRATEGIES CONSORTIUM {21625001-01576341;4}

the Consortium Consultant's costs and expenses incurred to assist the Project Sponsor in accordance with the applicable Task Order. The Project Sponsor will pay the amount invoiced no later than thirty (30) days after invoice from Consortium.

- 5.7 <u>Project Ownership.</u> Any tangible asset created through a Community Development Project will be owned and operated by the Project Sponsor.
- 5.8 Accounting. In September each year, Consortium will complete an accounting of Consortium expenditures during the immediately preceding fiscal year. If Consortium's accounting determines that the Contributions identified in Contribution Schedule were insufficient to cover Consortium's expenditures during the immediately preceding fiscal year, each Party will pay the unpaid balance (on a proportionate basis consistent with the Party's percentage identified in the Contribution Schedule) within thirty (30) days after the Party's receipt of notice from Consortium. Subject to the Laws and this Agreement, contributions received exceeding budgeted operational costs may be (a) returned to the Parties when such action is made part of Consortium's adopted budget, (b) expended for other Consortium activities, and/or (c) held in a reserve account for Consortium's future needs.
 - 5.9 <u>Initial Projects.</u> Consortium's initial Projects are identified in the attached <u>Schedule 5.9.</u>
 - 6. <u>Insurance; Indemnification; Relationship.</u>
- 6.1 Consortium Insurance. Consortium will obtain and maintain adequate insurance to cover Consortium's operations. Without otherwise limiting the generality of the immediately preceding sentence, Consortium will obtain and maintain, in addition to all other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Consortium's operations (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) if applicable, employer liability insurance with limits of no less than \$500,000.00 per occurrence and in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law (the workers' compensation insurance policy will contain a waiver of subrogation in favor of each Party). Each liability insurance policy required under this Agreement will be in form and content satisfactory to the Board, will list each Party (and each Party's Representatives) as additional insured(s), and will contain a severability of interest clause. Notwithstanding anything in this Agreement to the contrary, the Board may increase the minimum levels of insurance (or types of insurance) Consortium is required to carry under this Agreement so that Consortium's insurance at least equals the applicable limits of liability identified under the Oregon Tort Claims Act (ORS 30.260 - ORS 30.300).
- 6.2 <u>Consortium Indemnification</u>. To the fullest extent permitted under applicable Law, Consortium will defend, indemnify, and hold the Parties and their respective Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of Consortium's operations.
- 6.3 <u>Party Indemnification.</u> To the fullest extent permitted under applicable Law, each Party will defend, indemnify, and hold Consortium and the other Parties (and their respective Representatives) harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the Party's breach and/or failure to perform the Party's obligations contained in this Agreement. Each Party will retain all immunities and privileges granted under the Oregon Tort Claims Act (ORS 30.260 ORS 30.300) and all other statutory rights granted due to the Party's status as a public body or agency.

6.4 <u>Relationship.</u> Each Party is an independent contractor of the other Parties. This Agreement does not create a joint venture and/or agency relationship between the Parties. No Party has the authority to bind the other Parties and/or represent to any person that a Party is an agent of the other Parties. No Party will provide any benefits to any other Party; each Party will be solely responsible for obtaining the Party's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Consortium (or the Board) will not have the authority to bind and/or encumber a Party in any manner except as the Party agrees through both the policy and administrative authority granted to the Party's then-appointed Standing Member.

7. <u>Term; Termination.</u>

- 7.1 Term. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until June 30, 2028 (the "Initial Term"), unless sooner terminated as provided in this Agreement. Upon expiration of the Initial Term, this Agreement will automatically renew for one or more term(s) of one year each, unless sooner terminated in accordance with this Agreement. Commencing on or about July 1, 2024 and continuing on or about the same day each year thereafter during the term of this Agreement, the Parties will review this Agreement to determine whether any changes and/or modifications to this Agreement are necessary or appropriate. Any changes and/or modifications to this Agreement require the Parties' written agreement. Notwithstanding anything contained in this Agreement to the contrary, the Parties may terminate this Agreement by the Parties' written agreement.
- 7.2 Voluntary Withdrawal by a Party. Any Party may terminate its participation in the Consortium (and its obligations under this Agreement) by providing no less than thirty (30) days' prior written notice to the chairperson and all other Parties. The withdrawing Party will (a) continue to pay its share of, and/or be responsible for, its Contribution amounts through and until the effective date of the Party's withdrawal, and (b) defend, indemnify, and hold Consortium and the remaining Parties harmless for, from, and against those financial responsibilities and obligations attributable to the withdrawing Party and/or accruing prior to the effective date of the withdrawing Party's withdrawal. A Party's withdrawal will not relieve the withdrawing Party from any liabilities and/or obligations incurred prior to the effective date of the withdrawal.

7.3 For Cause Termination.

- 7.3.1 Either Party may terminate the Party's participation in Consortium immediately upon notice to the chairperson and all other Parties upon occurrence of any of the following "for cause" events: (a) continuous and repeated problems occur in connection with Consortium's performance of its obligations under this Agreement; and/or (b) Consortium and/or another Party breaches and/or otherwise fails to perform any of Consortium's and/or the other Party's representations, warranties, covenants, and/or obligations contained in this Agreement.
- 7.3.2 Prior to any Party's termination of this Agreement for cause under Section 7.3.1, the non-defaulting Party will provide Consortium and all other Parties prior written notice of the alleged default (the "Default Notice"), which Default Notice will specify with reasonable particularity the default the non-defaulting party believes exists. Commencing on Consortium's and the alleged defaulting Party's receipt of the Default Notice, Consortium and the alleged defaulting Party (as applicable) will have ten (10) days within which to cure or remedy the alleged default(s) (the "Cure Period"). If Consortium and/or the alleged defaulting Party (as applicable) do not cure the alleged default within the Cure Period, the non-defaulting Party may terminate this Agreement for the purpose(s) identified in the Default Notice. Notwithstanding anything contained in this Agreement to the contrary, a non-defaulting Party is not required to provide, and Consortium and/or the alleged defaulting Party is not entitled to receive, a Default Notice upon Consortium's and/or the alleged defaulting party's (as applicable) commitment of a default under this Agreement for which Consortium previously received a Default Notice within the immediately preceding twelve (12) months (commencing from the date of the previous default).

7.4 <u>Dissolution.</u>

7.4.1 The Parties may terminate this Agreement and dissolve Consortium at any time by the Parties' unanimous written consent. If all then-Parties to this Agreement agree to terminate this Agreement and dissolve Consortium, the dissolution motion will provide an estimated timeline for the dissolution and will name three Standing Members (the "Dissolution Manager(s)") responsible for overseeing the dissolution process. The Dissolution Managers may retain professional assistance as needed and will take immediate steps to permanently terminate and dissolve Consortium. These dissolution steps may include, without limitation, the following:

7.4.1.1 Providing written notice of Consortium's dissolution to the elected officials of each Party. This notice will include the proposed timeline for the dissolution and such other information the Dissolution Managers determined necessary or appropriate.

7.4.1.2 Notification of Consortium's dissolution to all neighboring agencies, all necessary state and federal agencies, and all partners.

7.4.1.3 Preparation of a budget document accounting for all Consortium funds, revenues, assets, and liabilities.

7.4.1.4 Payment of all Consortium debts and other financial responsibilities, including a final accounting of all debts and resources.

7.4.1.5 Payment and/or performance of those dissolution related tasks or responsibilities identified under Section 7.5.

7.5 <u>Liquidation.</u> Upon Consortium's dissolution, each Party on the date of dissolution will be responsible for its Contribution amount through the date of dissolution. Upon dissolution and subject to applicable Law, (a) Consortium's cash, if any, will be distributed to each Party in proportion to each Party's Contribution percentage, (b) all remaining Consortium assets will be distributed in the manner agreed upon by the Parties, which may include, without limitation, the sale of Consortium's facilities and equipment, and (c) Consortium personnel and employees will be transferred or terminated subject to and in accordance with applicable Oregon law.

8. Miscellaneous.

- 8.1 <u>Coordination; Assignment; Binding Effect.</u> The Parties will maintain adequate levels of communication to ensure maximum cooperation and coordination between the Parties. No Party may assign any of the Party's rights and/or obligations under this Agreement to any person without the prior written consent of all other Parties. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective administrators, successors, and permitted assigns and will inure to their benefit. The Parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement.
- 8.2 <u>Notices; Severability; Remedies.</u> Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable Party to the address shown in <u>Appendix A</u> (or any other address that a Party may designate by notice to the other Parties), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. Each provision contained in this Agreement will be

treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Subject to the terms and conditions contained in this Agreement, each Party will pay all wages and benefits due the Party's personnel, including, without limitation, overtime, workers' compensation, and death benefits. If a Party breaches and/or otherwise fails to perform any of the Party's representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting Party(ies) may, in addition to any other remedy provided to the non-defaulting Party(ies) under this Agreement, pursue all rights and remedies available to the non-defaulting Party(ies) under this Agreement and/or at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

- 8.3 Waiver; Entire Agreement; Amendment; Counterparts. Notwithstanding anything contained in this Agreement to the contrary, no provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by the Parties. No waiver by a Party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between Parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. No addition, modification, amendment, or alteration to this Agreement will be effective against the Parties unless specifically agreed upon in writing and signed by the Parties. The Parties may execute this Agreement by electronic means or deliver executed signature pages to this Agreement by electronic means to the other party, and the electronic signature and/or copy will be deemed to be effective as an original. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one agreement with the same effect as if the parties had signed the same signature page.
- 8.4 Applicable Law; Venue; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Crook County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Crook County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing Party will be entitled to recover from the losing Party(ies) its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.
- 8.5 <u>Legal Representation.</u> Bryant, Lovlien & Jarvis, P.C. ("Law Firm") has been employed by John Day to prepare and negotiate this Agreement on behalf of John Day. Law Firm only represents John Day in connection with this Agreement. The Parties have thoroughly reviewed this Agreement with their own legal counsel or have knowingly waived their right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such agreement will specifically not be applicable in the interpretation of this Agreement and any documents executed and delivered pursuant to, or in connection with, this Agreement.
- 8.6 <u>Person; Interpretation; Signatures.</u> For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, and/or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the Parties may require. The singular includes the plural

and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

LAKEVIEW:	BURNS:
Town of Lakeview,	City of Burns,
an Oregon municipal corporation	an Oregon municipal corporation
By:	Ву:
lts:	lts:
Dated:	Dated:
JOHN DAY:	BAKER:
City of John Day,	Baker City,
an Oregon municipal corporation	an Oregon municipal corporation
Ву:	Ву:
Its:	lts:
Dated:	Dated:

Appendix A Definitions

"Agreement" has the meaning assigned to such term in the preamble.

"At-Large Member" has the meaning assigned to such term in Section 3.1.

"Baker" has the meaning assigned to such term in the preamble.

"Board" has the meaning assigned to such term in Section 3.1.

"Borrowed Consultant" has the meaning assigned to such term in Section 5.6.

"Borrowed Employee" has the meaning assigned to such term in Section 5.5.

"Borrowed Employer" has the meaning assigned to such term in Section 5.5.

"Budget" has the meaning assigned to such term in Section 5.1.

"Burns" has the meaning assigned to such term in the preamble.

"Bylaws" has the meaning assigned to such term in Section 3.3.3.

"Capital Equipment" means an article of nonexpendable, tangible property with a useful life of more than one year, and an acquisition cost of \$5,000 or more per unit, needed by the Parties for Consortium Services.

"Consortium" has the meaning assigned to such term in Section 2.1.

"Consortium Consultant" has the meaning assigned to such term in Section 5.6.

"Community Development Project(s)" means an undertaking or activity of a Party to improve social, economic, physical, and environment well-being within the Party's incorporated limits, but does not include a Housing Development Project.

"Contribution" has the meaning assigned to such term in Section 5.2.

"Contribution Percentage(s)" has the meaning assigned to such term in Section 5.2.

"Cure Period" has the meaning assigned to such term in Section 7.3.2.

"Default Notice" has the meaning assigned to such term in Section 7.3.2.

"Dissolution Manager(s)" has the meaning assigned to such term in Section 7.4.1.

"Eligible Entity(ies)" means any Oregon county, city, port, school district, community college district, and all other public or quasi-public corporation (including an intergovernmental entity or council of governments) permitted to become a party to an intergovernmental agreement and ORS chapter 190 organization under applicable Oregon law.

"Effective Date" has the meaning assigned to such term in the preamble.

"Housing Development Project(s)" means an undertaking or activity that is primarily concerned with the construction of new housing and/or rehabilitation of existing housing within a Party's incorporated limits.

APPENDIX A - DEFINITIONS {21625001-01576341:4}

"Initial Term" has the meaning assigned to such term in Section 7.1.

"John Day" has the meaning assigned to such term in the preamble.

"Lakeview" has the meaning assigned such term in the preamble.

"Law(s)" mean all federal, state, and/or local laws, statutes, ordinances, and/or regulations directly or indirectly affecting and/or applicable to this Agreement, Consortium, and/or Consortium's services and/or activities, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

"Law Firm" has the meaning assigned to such term in Section 8.5.

"Managing Director" means the employee or consultant responsible for Consortium's operational management and administration and implementation of Consortium's policies and directives established from time to time by the Board.

"Party(ies)" means Burns, Lakeview, Baker, and/or John Day, individually and collectively.

"Project(s)" means Community Development Projects and/or Housing Development Projects.

"Project Proposal" means a written request containing the specific scope and project background from a Party to generate a Statement of Work for a proposed Project.

"Project Sponsor" means a Party who submits a Project Proposal and executes a Task Order.

"Representative(s)" mean the officers, employees, volunteers, and authorized representatives of Consortium and/or a Party.

"Services" has the meaning assigned to such term in Section 4.2.2.

"Standing Member" has the meaning assigned to such term in Section 3.1.

"Statement of Work" means a document signed by the Party's then-appointed city or town manager and the Managing Director, which explains requirements, objectives, desired outcomes, proposed staff mix and budget estimate for the proposed Project.

"Grant" has the meaning assigned to such term in Section 5.2, and includes the grant appropriated to the Oregon Department of Administration Services in House Bill 3138 for housing development.

"Task Order" means a contract between the Consortium and a Project Sponsor that provides the specific Project's scope, cost, and schedule.

Schedule 4.2.2 Managing Director Services

Subject to the terms and conditions contained in this Agreement, the Managing Director will provide the following project services:

I. General.

- Annual Budget. Prepare and present Consortium's annual budget to the Board.
- 2. <u>Personnel.</u> If additional Consortium employees and/or contractors are approved by the Board, recruitment and hiring of additional employees and/or contractors.

II. Housing Development.

- 1. <u>Concept Development.</u> Assist private applicants and the Parties with housing concepts for proposed master planned communities, neighborhoods, individual home site and infill development for missed use residential/commercial and/or industrial areas.
- 2. <u>Pre-development Coordination.</u> Facilitate initial planning/scoping meetings by pre-screening Housing Development Projects to determine the types of permits, financing, and other necessary resources.
- 3. <u>Land Use and Development Planning.</u> Assist private developers and individual applicants through the development process. Duties include, but are not limited to assisting with the following:
 - a. Land use and site design reviews;
 - b. Master planned development applications;
 - c. Floodplain, geo-hazard, and other environmental permitting;
 - d. Urban renewal applications;
 - e. Zoning and annexation;
 - f. Transportation system plan updates;
 - g. Utility overlays (water, sewer, storm water, reclaimed water, power, broadband);
 - h. Community development overlays (recreation, tourism, and public benefit amenities);
 - i. Housing Development Project management (milestone planning, synchronizing public and private developments); and
 - j. Financing strategies (capital finance, economic modeling, grant and loan administration, and other advisory services)
- 4. <u>Development Oversight and Risk Mitigation.</u> Assist Parties with independent verification and validation that housing developments meet the terms of their land use agreements to ensure developments are implemented effectively and in compliance with approved plans.
- 5. <u>Community Engagement.</u> Execute housing project strategic messaging and public information through project websites, social media, public meetings/stakeholder engagement, written materials and radio broadcasts.
- 6. <u>Staff Assistance</u>. Leverage the unique skillsets and staff capabilities of each Party to provide services to the three Parties' communities.
- 7. <u>Professional Service Agreements.</u> Issue bi-annual requests for qualifications for professional services firms and leverage existing contracts of each Party on behalf of all Parties to select the optimal firm for a project.

SCHEDULE 4.2.2 – MANAGING DIRECTOR SERVICES {21625001-01576341;4}

iii. <u>Community D</u>	<u>Development.</u>				
1. <u>Capital Improvement Project Assistance.</u> Assemble capital improvement projects groups by identifying the appropriate mix of public staff and professional consultants to assist each Party with strategic planning, capital improvement project management, capital finance, auditing, and regulatory compliance.					

SCHEDULE 4.2.2 – MANAGING DIRECTOR SERVICES {21625001-01576341;4}

Schedule 5.2.2 Contribution Percentages

Unless and until modified in accordance with this Agreement, each Party will pay the Party's percentage of all Consortium costs and expenses identified in the approved Budget in accordance with the following:

<u>Party</u>	Percentage of Operational Expenses
Burns	1/4 or 25%
Lakeview	1/4 or 25%
Baker	1/4 or 25%
John Day	<u>1/4 or 25%</u>
Total Contribution	4/4 or 100%

Schedule 5.9 Initial Projects

Initial projects identified by the Parties for their respective jurisdictions are identified in Table 5.9.1. Project improvements may include, but are not limited to: land acquisition of developable lands; construction of horizontal improvements in the form of water, sewer, stormwater, reclaimed water, power, broadband, and other utilities; streets, sidewalks, and multimodal paths within, and adjacent to, and connecting to each development, and; construction of vertical improvements in the form of single-family or multifamily residential dwellings or mixed-use developments.

Table 5.9.1. Initial Projects identified for inclusion in R3

Party	Project Name	Project Description	Land Area (Acres)	New Housing Units
Burns	Miller Springs	Master Planned Development	1272	675
Burns	Telos Development	New mixed-income subdivision	TBD	190
Burns	Downtown Revitalization (Multiple Properties)	Mixed-use Redevelopment	TBD	TBD
Lakeview	Lakeview Lumber Redevelopment	Master Planned Development	TBD	TBD
Lakeview	South Lakeview Annexation & Multifamily Redevelopment	Mixed-use Redevelopment	TBD	TBD
John Day	The Ridge	Master Planned Development	80	20+
John Day	Ironwood Estates - Phase 2/3	Master Planned Development	30	76
John Day	Holmstrom Heights - Phase 2	New mixed-income subdivision	30	20
John Day	Iron Ridge Subdivision	New mixed-income subdivision	24	11
John Day	Magden Development	Master Planned Development	40	20
John Day	Weaver Building	Mixed-Use downtown tenant improvements	0.15	8
John Day	CyberMill Building	Mixed-Use downtown tenant improvements	0.15	3
John Day	Blue Mountain Hospital Workforce Housing	Downtown tenant improvements	0.2	12
Baker	Baker School District Teacher Housing	New workforce housing	TBD	TBD
Baker	Pine-Eagle School District Teacher Housing	New workforce housing	TBD	TBD
Baker	New Directions NW Supportive Housing (Memory Lane Homes)	New transitional housing	0.75	12
Baker	Downtown Revitalization (Multiple Properties)	Mixed-use redevelopment	TBD	TBD

SCHEDULE 5.9 – INITIAL PROJECTS {21625001-01576341;4}

Exhibit A Bylaws

These Bylaws of Regional Rural Revitalization (R3) Strategies Consortium dated effective July 1, 2023 (these "Bylaws") are authorized under Section 3.3.4 of the First Amended and Restated Intergovernmental Agreement for Regional Rural Revitalization (R3) Strategies Consortium dated effective July 1, 2023 (the "Agreement").

1. NAME; FORMATION; PURPOSE; OFFICE

- 1.1 Name. This organization will be referred to as Regional Rural Revitalization (R3) Strategies Consortium ("Consortium").
- 1.2 <u>Formation</u>. Consortium is comprised of an association of governmental entities, established by agreement of the participating entities under the authority of the State of Oregon's Intergovernmental Cooperation Statutes, ORS 190.003 to 190.110, and formalized by the Agreement between City of John Day, City of Burns, and Town of Lakeview (each a "party" and collectively the "parties").
- 1.3 <u>Purpose; Authority.</u> Consortium has been established and organized for the purposes set forth in the Agreement. Consortium's powers and duties will be as provided in the Agreement, ORS Chapter 190, and as authorized by the parties from time to time.
- 1.4 Office. Consortium's office will be located at Burns, Oregon, or such other location determined by the Board (as defined below).

2. BOARD OF DIRECTORS; OFFICERS; COMMITTEES; ADVISORY BOARD

- 2.1 <u>General Powers.</u> Consortium's powers will be exercised by and under the authority of, and the affairs of Consortium managed under the direction of, the Board subject to any limitations set forth in the Agreement, these Bylaws, and/or applicable Oregon law. Without otherwise limiting the immediately preceding sentence, the Board may establish, amend, and modify rules, regulations, requirements, standards, policies, and procedures from time to time concerning Consortium's operations.
- 2.2 <u>Membership.</u> The governing body of each Party will appoint one of its elected officials to serve on the Board (each a "Standing Member"). The then-appointed Standing Members will appoint one person to serve on the Board (the "At-Large Position").
- 2.3 <u>Appointment.</u> Each Standing Member will serve at the pleasure of his or her appointing Party and may be removed and replaced by the governing body of the appointing Party. If a Standing Member vacates his or her position, the governing body of the Party that appointed the departed Standing Member will fill the vacancy. The At-large Member will be appointed, and may be removed and replaced, by the unanimous consent of the Standing Members. The At-large Member may not be an elected official, officer, and/or employee of any Party. If an At-Large Member vacates his or her position, the Standing Members will fill the vacancy.
- 2.4 <u>Qualifications.</u> The Agreement and/or these Bylaws may prescribe additional qualifications for Board members.
- 2.5 <u>Terms of Office.</u> Each Board member will serve a term of two years. Members may be appointed to serve successive terms of two years (or until their successors are duly appointed). Successive terms may be served without restriction. A decrease in the number of members or term of office does not shorten an incumbent member's term. Despite the expiration of a member's term, the member continues to serve until the member's successor is appointed.

EXHIBIT A - BYLAWS (21625001-01576341;4)

2.6 Officers.

- 2.6.1 The Board may elect a chairperson and such other officers it deems advisable from its membership. The chairperson will preside at all meetings of the Board and perform other duties prescribed by the Board from time to time. The chairperson will have a vote on all questions before the Board. The chairperson may be a co-signer on checks.
- 2.6.2 The Board may elect a vice-chairperson from its membership who will perform the duties of the chairperson in the absence of the chairperson. Whenever the chairperson is unable to perform the functions of the office, the vice-chairperson will act as chairperson. If both the chairperson and vice-chairperson are absent from an Consortium meeting, the members present will select one member to perform the chairperson's functions at the meeting. The vice-chairperson will have a vote on all questions before the Board.
- 2.6.3 The Board may elect a secretary from its membership who will keep the official records of Consortium, attest signatures of Consortium, certify copies of Consortium documents, and perform other record-keeping duties prescribed by the Board. The secretary will have a vote on all questions before the Board. The secretary may be a co-signer on checks.
- 2.6.4 In addition to all other duties or responsibilities assigned to the officers under the Agreement, these Bylaws, and/or membership action, each officer must regularly attend Board meetings and must notify the chair (or vice chair in case of the chair) when he or she is unable to attend an Board meeting. Should an officer's position become vacant, the membership will promptly elect a successor from its members for the unexpired term of such office. The membership may remove an officer at any time with or without cause.
- 2.7 <u>Resignation.</u> A member may resign at any time by delivering written notice to the Board, the chairperson, vice-chairperson, or secretary. A resignation is effective upon receipt of the written notice unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the Board.
- 2.8 <u>Removal.</u> A member may be removed with or without cause, unless the Agreement or these Bylaws provides that members may be removed only for cause, by the unanimous consent of all other members then in office; provided, however, if at the beginning of a member's term on the Board, the Agreement or these Bylaws provide that the member may be removed for reasons set forth in the Agreement or these Bylaws, the Board may remove the member for such reasons.
- 2.9 <u>Vacancies</u>. Unless the Agreement or these Bylaws provide otherwise, if a vacancy occurs on the Board, whether in the event of death, resignation, removal, or otherwise, the governing body of the Party that appointed the departed member will appoint a successor to fill the unexpired term as soon as possible. A vacancy concerning an at-large member position will be filled by the unanimous vote of the party-appointed Board members
- 2.10 <u>Compensation.</u> Members will not receive any stated salaries or compensation for their services as members but may be reimbursed for reasonable expenses. Nothing herein will be construed to preclude any member from serving Consortium in any other capacity and receiving compensation therefore.
- 2.11 <u>Committees; Advisory Board.</u> Unless ORS chapter 190 or the Agreement provide otherwise, the Board may (a) create one or more committees of the Board which exercise the authority of the Board, (b) appoint members of the Board to serve on such committees, and (c) designate the method of selecting committee members. Each committee must consist of two or more Board members, who serve at the pleasure of the Board. Board members may also elect to form an advisory board made up of five independent members who are external advisors appointed for their knowledge and direct experience in the Consortium's mission. The advisory board members will provide non-binding strategic advice to the Board.

EXHIBIT A - BYLAWS {21625001-01576341:4}

3. MEETINGS: ACTION OF THE BOARD

- 3.1 <u>Regular Meetings.</u> Subject to and in accordance with Oregon Public Meetings Law, the Board will hold a regular meeting at least once quarterly, at such time and at a place which it designates. A regular meeting may be continued, postponed, cancelled, or adjourned to a later date by a majority of Board members present and voting, and notice of such adjourned meeting will be given to all Consortium parties.
- 3.2 <u>Special Meetings.</u> The chairperson may, when the chairperson deems it expedient, or within seventy-two (72) hours after receiving a request from two or more members of the Board, call a special meeting of the Board to be held at the regular meeting place, unless otherwise specified in the call, for the purpose of transacting any business designated. Notice of the special meeting will be given to all Consortium parties at the time of the call and will be given to the public in accordance with Oregon's Public Meetings Law.
- 3.3 <u>Open Meetings.</u> All meetings, deliberations, and proceedings of Consortium will be public except as state law allows otherwise.
- 3.4 Quorum; Voting. A majority of the then-appointed Board members will constitute a quorum for the purpose of conducting its business, exercising its powers, and for all other purposes. Except as the Agreement and/or applicable Law requires otherwise, the unanimous consent (approval) of all Standing Members is necessary to decide any question and/or take any action before the Board. Each Board member will be entitled to vote on all Board decisions, subject to applicable Laws.
- 3.5 <u>Manner of Voting.</u> Voting will be by record vote. The ayes and nays will be entered into the minutes of such meeting. Board members present and not voting and Board members absent will be entered into the minutes of such meeting.
- 3.6 Order of Business. At the regular meetings of the Board, the following will be substantially the order of business: (a) call to order; (b) roll call; (c) consent agenda and approval of minutes of previous meeting; (d) Consortium business; and (e) adjourn.
- 3.7 <u>Robert's Rules.</u> Unless otherwise provided by applicable law or these Bylaws, all rules of order not herein provided for will be determined in accordance with *Robert's Rules of Order Newly Revised*.
- 3.8 <u>Minutes; Resolutions.</u> The secretary or the lead entity's designee will keep an accurate record of all Board proceedings, including written minutes or recordings of all meetings in accordance with applicable law. Board minutes are a public record available for public inspection subject to applicable law. All Board resolutions will be in writing.

4. <u>STANDARDS OF CONDUCT</u>

4.1 <u>General Standards.</u> Board members must discharge the member's duties (a) in good faith, (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and (c) in a manner the member reasonably believes to be in the best interests of Consortium. In discharging the duties of a member, a member is entitled to rely on (x) information, opinions, reports, or statements (including financial statements and other financial data) prepared or presented by one or more officers or employees of Consortium (or lead entity) whom the member reasonably believes to be reliable and competent in the matters presented, or (y) legal counsel, public accountants, or other persons as to matters the member reasonably believes are within the person's professional or expert competence. A member is not acting in good faith if the member has knowledge concerning the matter in question that makes reliance otherwise permitted under this Section 4.1 unwarranted. A member is not liable to Consortium for any action taken or not taken as a member if the member acted in compliance with this Section 4.1. A member will not be deemed a trustee with respect to Consortium or with respect to any property held or administered by Consortium, including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

EXHIBIT A - BYLAWS {21625001-01576341;4} 4.2 <u>Member Conflict of Interest.</u> Notwithstanding anything contained in these Bylaws to the contrary, a member will not participate in any Consortium proceeding or action in which the member is presented with an actual conflict of interest as defined under ORS Chapter 244. A transaction in which a member has a conflict of interest may be approved by vote of the Board subject to and in accordance with applicable law, including, without limitation, ORS Chapter 244.

5. <u>CONSORTIUM RECORDS; AMENDMENTS</u>

- 5.1 Consortium Records. Consortium will keep as permanent records minutes of all meetings of the Board subject to and in accordance with applicable law, including, without limitation, Oregon's Public Records Law. Consortium must maintain appropriate accounting records. Consortium must maintain its records in written form or in another form capable of conversion into written form within a reasonable time. In addition to any other records required to be maintained under applicable law, and subject to and in accordance with applicable law, including, without limitation, Oregon's Public Records Law, Consortium must keep a copy of the following records: (a) the Agreement (and all amendments to it currently in effect); (b) bylaws or restated bylaws (and all amendments to them currently in effect); (c) a list of the names and party representation of current Board members and officers; (d) the last three annual financial statements, if any, which may be consolidated or combined statements of Consortium and one or more of its subsidiaries or affiliates, as appropriate, including a balance sheet and statement of operations, if any, for that year, which must be prepared in accordance with Oregon Local Budget Law; and (e) the last three accountant's reports if annual financial statements are reported upon by a public accountant. Notwithstanding anything contained in these Bylaws to the contrary, budget procedures will follow budget law of the State of Oregon for intergovernmental entities. An annual audit of the fund(s) of Consortium will be performed in accordance with applicable law.
- 5.2 <u>Bylaw Amendments.</u> The Board may, by resolution of the Board, adopt one or more amendments to these Bylaws by vote of a majority of the entire Board, provided that the proposed amendment(s) has been submitted in writing to all parties at least five days prior to the meeting where the amendment is to be considered and that Board members have been notified of the meeting and its purpose at least ten (10) days prior to the meeting. Consortium must provide notice of any meeting of the Board at which an amendment is to be approved in accordance with Oregon's Public Meetings Law. The notice must also state that the purpose or one of the purposes of the meeting is to consider a proposed amendment to these Bylaws and contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment.

EXHIBIT A - BYLAWS {21625001-01576341;4}

TOWN OF LAKEVIEW RESOLUTION NO. 1156

A RESOLUTION OF TOWN OF LAKEVIEW ESTABLISHING A CODE OF ETHICS AND DECORUM POLICY.

WHEREAS, the Town Council desires to ensure and promote an environment of honesty, integrity, impartiality, openness, and transparency in all its affairs; and

WHEREAS, the Town Council has determined to advance this cause by adopting a Code of Ethics and Decorum; and

WHEREAS, this Code of Ethics and Decorum shall apply to all Town officials including all elected and appointed officials, staff, and volunteers; and

WHEREAS, this Code of Ethics and Decorum is not intended to legislate morality but to convey general expectations of appropriate conduct.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Lakeview hereby adopts the following Code of Ethics:

Definitions:

- 1. "Town Official" means any elected official, employee, appointee to a board or commission, or citizen volunteer authorized to act on behalf of the Town of Lakeview, Oregon.
- 2. "Ethics" means positive principles of conduct. Some ethical requirements are enforced by federal, state, or local law; others rely on training or on individuals' desire to do the right thing. The provisions of this Resolution which are not otherwise enforced by law shall be considered advisory only.

Trust: The purpose of town government is to serve the public. Town officials treat their office as a public trust.

- 1. The Town's powers and resources are used for the benefit of the public rather than any official's personal benefit.
- 2. Town officials promote public respect by avoiding even the appearance of impropriety.
- Policymakers place long-term benefit to the public as a whole above all other considerations, including the concerns of important individuals and special interests. The public interest includes protecting the rights of under-represented minorities.
- 4. Administrators implement policies in good faith as equitably and economically as possible, regardless of their personal views.
- 5. Whistleblowing is appropriate on unlawful or improper actions.
- 6. Citizens have a fair and equal opportunity to express their views to Town officials.
- 7. Town officials do not give the appearance of impropriety or personal gain by accepting personal gifts.
- 8. Town officials devote Town resources, including paid time, working supplies, and capital assets, to benefit the public.
- 9. Political campaigns are not conducted on Town time or property.

Town of Lakeview Resolution No. 1156 Ethics

Page 1 of 8

<u>Objectivity:</u> Town officials' decisions are based on the merits of the issues. Judgment is independent and objective.

- 1. Town officials avoid financial conflict of interest and do not accept benefits from people requesting to affect decisions.
- 2. If an individual official's financial or personal interests will be specifically affected by a decision, the official is to disclose the conflict and withdraw from participating in the decision.
- 3. Town officials avoid bias or favoritism and respect cultural differences as part of decision-making.
- 4. Intervention on behalf of constituents or friends is limited to assuring fairness of procedures, clarifying policies or improving service for citizens.

<u>Accountability:</u> Open government allows citizens to make informed judgments and to hold officials accountable.

- 1. Town officials exercise their authority with open meetings and public records.
- 2. Officials who delegate responsibilities make sure work is carried out efficiently and ethically.
- 3. Campaigns for election allow the voters to make an informed choice on appropriate criteria.
- 4. Each Town employee and appointee is encouraged to improve Town systems by identifying problems and proposing improvements.
- 5. Town government systems are self-monitoring with procedures in place to promote appropriate actions.

Leadership:

- 1. Town officials obey all laws and regulations.
- 2. Town officials do not exploit loopholes.
- 3. Leadership facilitates, rather than blocks, open discussion.

This resolution will become effective immediately upon passage.

- 4. Officials avoid discreditable personal conduct and are personally honest.
- 5. All Town departments and work teams are encouraged to develop detailed ethical standards, training, and enforcement.

Adopted by the Town of Lakeview Town Council on August 22, 2023.

______ In Favor
_____ Opposed

Town of Lakeview, Oregon

Raymond Turner, Mayor

Town of Lakeview Resolution No. 1156 Ethics

Page 2 of 8

Dawn Lepori, Town Recorder

Town of Lakeview, Oregon Resolution No. 1156

A RESOLUTION OF TOWN OF LAKEVIEW ESTABLISHING A CODE OF ETHICS AND DECORUM POLICY.

Ethics and Decorum.

- (1) <u>State Ethics Law.</u> Council members will review and observe the requirements of the State Ethics Law (ORS 244.010 to 244.179).
- (2) Conflict of Interest. In every case in which a council member is faced with a potential conflict of interest or actual conflict of interest, as those terms are defined by ORS 244.020, the nature of the conflict must be disclosed during the public meeting and recorded in the minutes. If an actual conflict of interest exists, the council member, after disclosing the nature of the conflict, shall remove themselves from the meeting and refrain from participating in both the discussion and vote on the issue.
- (3) <u>General Ethical Standards.</u> Council members shall maintain the highest standards of ethical conduct and assure fair and equal treatment of all persons, claims and transactions before the council. Council members are to refrain from:
 - (a) Disclosing confidential information or making use of special knowledge or information before it is made available to the general public.
 - (b) Making decisions involving business associates, customers, clients, and competitors.
 - (c) Requesting preferential treatment for themselves, relatives, associates, clients, coworkers, or friends.
 - (d) Taking actions which benefit special interest groups at the expense of the city as a whole.
 - (e) Engaging in repeated violations of these council rules of procedure.
- (2) <u>Decorum.</u> In general, council members shall conduct themselves so as to bring credit upon the government of the town of Lakeview by respecting these rules of procedure and the rule of law, ensuring non-discriminatory delivery of public services, and keeping informed concerning the matters coming before the council.
 - (a) Council members shall preserve decorum during meetings, and shall not, by conversation or action, delay or interrupt the proceedings or refuse to obey the orders of the presiding officer or these rules of procedure.
 - (b) Members of the town staff and all other persons attending meetings shall observe the council's rules of procedure and adhere to the same standards of decorum as council members.

Town of Lakeview Resolution No. 1156 Ethics

Page 3 of 8

- (c) The presiding officer shall preserve decorum during meetings and shall decide all points of order, subject to appeal of the council.
- (d) Any person or persons who disrupts a meeting, making it impossible for the meeting to be conducted, shall be removed from the room if the sergeant-at-arms is so directed by the presiding officer. In case the presiding officer should fail to act, any member of the council may obtain the floor and move to require enforcement of this section; upon affirmative vote of the majority present, the sergeant-at-arms shall be authorized to remove the person or persons, as if the presiding officer had so directed. Before the sergeant-at-arms is directed to remove any person from a council meeting for conduct described herein, that person should be given a warning by the presiding officer to cease their conduct. A warning is not required, but will generally be given to provide the person an opportunity to correct their behavior.
- (e) All members of the council and town staff are to refer to council members and the mayor by their title and last name during council meetings and work sessions.

Council Code of Conduct.

- (1) <u>Public meetings</u>. The council is composed of persons with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite these differences, all have chosen to serve the town of Lakeview. In all cases, the common goal of "agree to disagree" on contentious issues shall be acknowledged by all council members. In a public meeting, council members are to:
 - (a) Practice civility, professionalism, and decorum in discussions and debate. Council members are to conduct themselves in a professional matter at all times. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of government. This does not allow, however, council members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that threaten others will be tolerated.
 - (b) Respect the role of the presiding officer in preserving order. It is the responsibility of the presiding officer to keep the council on track during meetings. Council members should respect the presiding officer's efforts to focus discussions on current agenda items and to maintain order.
 - (c) Demonstrate effective problem-solving approaches. Council members with disparate points of view are to strive to find common ground and seek a compromise that benefits the city as a whole.
 - (d) Be punctual and keep comments relative to topics discussed. Council members have made a commitment to attend meetings and partake in discussions. Therefore, it is important that council members be punctual and that meetings start on time. It is equally important that discussions on issues be relative to the topic at hand to allow adequate time to fully discuss scheduled issues.

Town of Lakeview Resolution No. 1156 Ethics

Page 4 of 8

- (e) Remember to strive to participate in a dialogue with fellow councilors instead of engaging in behavior that is more readily attributable to debate. This should include avoiding those behaviors generally described as blocking in nature.
- (f) Mobile devices and personal electronic devices shall be silenced during council meetings. In deference to the meeting at hand, council members should make every effort to refrain from sending or receiving electronic communication of a personal nature during council meetings, though as volunteers it may sometimes be necessary to send or receive urgent/emergency family or business communications.
- (g) Participation in the entirety of the meeting is expected, particularly for those items denoted as an action item wherein the council is expected to render a decision. If a council members needs to excuse themselves from a meeting, or a portion thereof, even if only momentarily, the council person must ensure the mayor is aware of their departure and return so that the mayor can properly manage the meeting and any actions taken by the council.
- (2) <u>Interactions with town staff.</u> For the town of Lakeview to be successful, there must be a cooperative effort between elected officials who set policy and city staff who implement and administer the council's policy. Every effort should be made to be cooperative and show mutual respect for the contributions made by each person.
 - (a) Treat all staff as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.
 - (b) Do not interfere with the town's administration. The council, and its members, shall deal with town officers and employees who are subject to the direction and supervision of the town administrator solely through the town administrator, and neither the council nor its members shall give orders to any such officer or employee, either publicly or privately.
 - (c) Refrain from undermining town administrator. Respect the administrative functions of the town administrator and refrain from actions that would undermine the town administrator's authority.
 - (d) Limit individual contact with town officers and employees so as to not influence staff decisions, recommendations, or actions to prevent interference with staff work performance.
 - (e) Individual inquiries and requests for information from staff is to be limited to those questions that may be answered readily as part of the staff's day-to-day responsibilities. Multiple and continuous individual inquiries and requests for information, when taken cumulatively, have the ability to negatively interfere with the town's administration to perform efficiently and complete assigned tasks. If the town administrator believes that the number of individual inquiries being asked of staff is to such a degree that staff's ability to perform their essential tasks is being compromised, the town administrator shall bring the issue to the town council for discussion and direction on how to proceed.

Town of Lakeview Resolution No. 1156 Ethics

Page 5 of 8

- (A) Inquiries and requests that are not readily answered by staff must be directed to the town administrator, who will assign inquiries and requests to appropriate city staff and track progress of the assignments. This process eliminates possibilities of town staff duplicating each other's efforts or a request being overlooked.
- (B) Inquiries and requests requiring more than two hours of staff time must be approved by the council.
- (C) A council member who desires major policy, ordinance research, or other staff assistance should first raise the issue at a council work session. The council will decide whether to proceed with the issue or ordinance before staff time is spent.
- (f) Do not disrupt staff from their jobs. Council members should not disrupt town staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.
- (g) Never publicly criticize an individual town employee. The council should never express concerns about the performance of a town employee in public, to the employee directly (aside from the town administrator), or to the employee's supervisor (unless the supervisor is the town administrator). Comments about staff performance should only be made to the town administrator through private conversation or correspondence.
- (h) Do not solicit political support from town employees. Council members are prohibited by ORS 260.432, and these rules of procedure, from soliciting any type of political support (financial contributions, display of posters or yard signs, name on support list, etc.) from town staff. As private citizens, while on their own personal time, town staff may choose to support political candidates, but they must do so away from town offices and not utilize town property.
- (3) <u>Interactions with town attorney.</u> Requests to the town attorney for legal advice may not be made by a council member without the concurrence of the council. Before requesting research or other action by the town attorney, council members are encouraged to consider consulting with the town administrator to determine if the request or action can be accomplished more cost-effectively.
 - (a) Outside a council meeting, a council member should make requests for the town attorney through the town administrator, an exception to this are issues related to the performance of the town administrator, and in those exceptional instances it shall be the mayor who contacts the town attorney.
 - (b) This provision is not intended to limit a council members ability to seek clarity on procedural questions related to these rules of procedures or how a council meeting is run since the city attorney is designated as the council's parliamentarian. Questions that are thought to be procedural in nature are to be emailed to the town attorney, copying the town administrator. The town attorney, in their sole discretion, will decide if the question being posed is procedural or legal in nature. If the town attorney believes the question is

Town of Lakeview Resolution No. 1156 Ethics

Page 6 of 8

procedural in nature, they may provide the requisite answer to both the inquiring council member and the town administrator.

- (4) <u>Interactions with the public during meetings.</u> Making the public feel welcome at a public meeting is important. No signs of partiality, prejudice or disrespect should be evident on the part of council members toward an individual participating in a meeting. Every effort should be made to be fair and impartial in listening to the public.
 - (a) Be welcoming. Speaking in front of council can be a difficult or intimidating process for some people. Some issues the council undertakes may affect people's daily lives, property, and livelihood. Some decisions are emotional. The way that council treats people during public meetings can do a lot to make them relax or to push their emotions to a higher level of intensity. As such, council members are encouraged to be welcoming and to treat members of the public with respect and care.
 - (b) Be an active listener. Active listening is when you listen with all your senses and give the speaker your full attention. It is disconcerting to speakers to have council members not look at them when they are speaking. It is of course fine to look at documents and take notes; but, reading for a long period of time or gazing around the room gives the appearance of disinterest. Also, be aware of your facial expressions and body language so that speakers do not misinterpret you as being bored, emotional, or hostile.
 - (c) No personal attacks. Council members do not make personal attacks, even if they are the recipients of personal attacks. Be aware of body language and tone of voice. The goal is for council members to remain professional and welcoming.
- (5) <u>Interactions with the public in non-meeting settings</u>. Council members will engage with the public in non-meeting settings on a regular basis. While the council member is not always in a public forum during those interactions, they may still be acting as a public official or representing the city. During these interactions, council members are directed to remain professional and adhere to these rules of procedure.
 - (a) Make no promises on behalf of the council or town staff. Council members will frequently be asked to explain a council or administrative decision, or to give their opinion about an issue as they meet and talk with citizens in the community. It is appropriate to give a brief overview of a town policy or action; but, it is inappropriate to overtly or implicitly promise a particular council action, or to promise town staff will do something specific.
 - (b) Make no personal comments about other council members or town staff. It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other council members and town staff, including their opinions and actions.

Representing Town Positions and Personal Positions.

(1) <u>Written communication</u>. In written communication with other officials or groups and in letters for publication, such as "to the editor," council members should be careful to decide whether to speak only for themselves or for the council.

Town of Lakeview Resolution No. 1156 Ethics

Page 7 of 8

- (a) In speaking for the council:
 - (A) Prior permission from a majority of the council is required.
 - (B) If the communication involves the explanation of a position, policy, practice, or regulation, the draft copy is to be circulated to the council for comment prior to its distribution, unless the council waives this requirement.
 - (C) Letters to other elected officials or agencies on town issues shall be discussed with the appropriate town staff so that any efforts the administration is involved in from a lobbying perspective can be effectively coordinated.
- (b) In speaking as an individual, a council member is free to take any position which they feel is appropriate. However, when it is a point of view different from a council position, this fact should be included in the letter and the use of town stationary, letterhead, seal or other identifying information is prohibited.
- (2) Communication with news organizations and the media. The mayor is the designated representative of the council to present and speak on the official town position. Council members are not authorized to represent the town to a news organization or the media unless specifically authorized to do so by a majority of the council. If an individual council member is contacted by a news organization or the media, the council member should be clear about whether their comments represent the official town position or a personal viewpoint.

Town of Lakeview Resolution No. 1156 Ethics Michelle Parry Town Manager 525 North 1st Street Lakeview, Oregon 97630

Michelle,

I'm writing to follow up on my request for a handicap parking space in front of The Lake County Senior Center at 11 North G Street, Lakeview, Oregon. I attended a town meeting several months ago and made the request. I haven't had an update yet, so thought I would reach out.

We are looking for a designated space for our program participants to park who use adaptive aids. (wheelchairs, walkers, etc.) We don't need anything fancy, just a space like the one on the side of the chamber, or the one in front of the crisis center.

Please let me know where we are with this project.

Thank you,

Andrea Wishart
Executive Director

The Center

"Formerly the Lake County Senior Citizens Association"



Lake County School District No. 7

"Preparing Today for a Successful Tomorrow"

August 25, 2023

Dear Lakeview Town Council,

On behalf of Lake County School District #7, I am requesting the permanent closure of I Street between 5th and 6th streets in the town of Lakeview. Fremont Elementary School is located on the east side of I Street and A.D. Hay Elementary is located on the west side of I Street. No residents access their homes from this section of the street during school hours.

During school hours we put up temporary road blocks to deter vehicle and foot traffic from traveling down I Street. However, we still experience vehicle and foot traffic through this street creating unsafe situations for our students. All of our Fremont students walk across the street for music, P.E. and cafeteria service. We have also added a preschool facility facing I Street. Our students are coming into contact with the public due to the foot traffic. On occasion, we have individuals who have exhibited aggressive, unsafe behavior walking down I Street through lines of students crossing the street between Fremont and Hay. This has created an unsecure environment for our students.

Our goal is to always be vigilant in improving school safety and security for our students. We can achieve this goal by permanently closing I street between 5th and 6th streets to vehicle and foot traffic. I look forward to discussing this issue with you. Please do not hesitate to contact me if you have any questions.

Sincerely,

Susan Warner, Elementary Principal

Susan Warren

cc: Mr. Carter, Lake County School District # 7 Superintendent Officer Callie Dornbusch, School Resource Officer

Dawn Roberts

From:	Executive Director < directorlakecountychamber@gmail.com>
Sent:	Thursday, September 7, 2023 11:22 AM
To:	Dawn Roberts; Michele Parry
Subject:	Information for Council Packet
Attachments:	Council - Bike Rack Information.pdf

Hello Dawn,

At a recent Town Council meeting, Michele requested that I prepare a packet and presentation for the Town Council to be included on the 9/12 agenda. The information for the Council Packet is attached. Since this is the first time I have used your new email address, I would appreciate confirmation that you received the information.

Thank you.

Shelley Batty
Director
Lake County Chamber of Commerce
(541) 947-6040
Cell: (503) 314-5745

×		



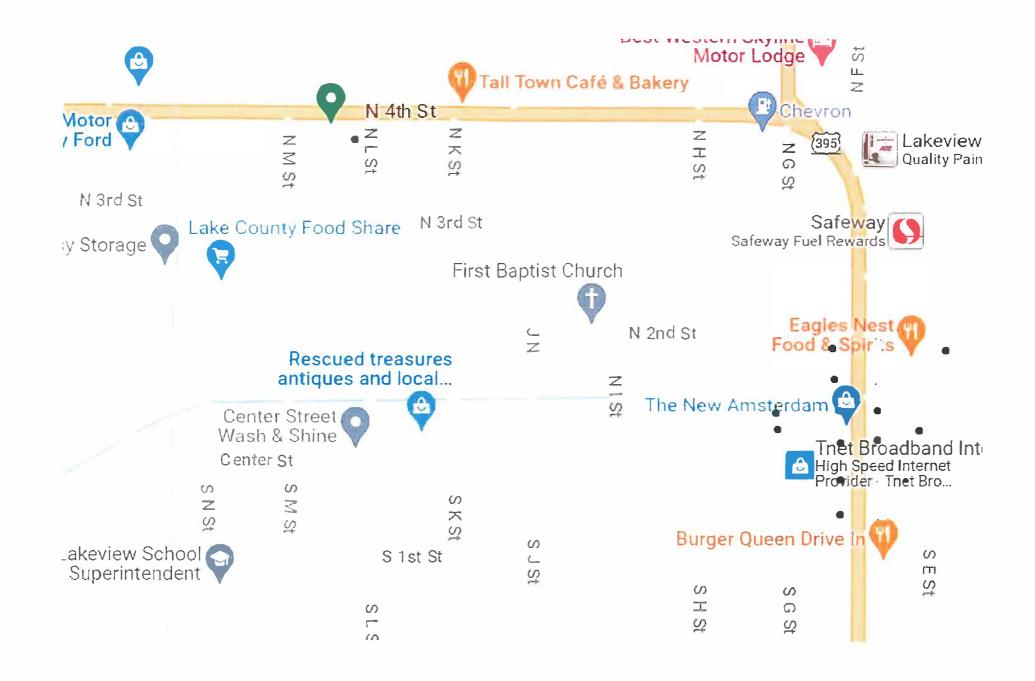
Bike Rack Placement

Requested locations-

- 1. North L Street, just South of Hwy 140 Youth Mentor Program Office
- 2. North G Street, just South of North 1st Two racks in front of Studio 11-3/4
- 3. Two per block on West side of Hwy 395 from North 2nd to South 1st
- 4. Two racks on East side of Hwy 395 between Center Street and North 1st

If additional racks are available-

- 1. 126 North E in front of the Chamber
- 2. 15 North E in front of Tall Town Bike and Camp





Proper spacing of bike racks is essential to assure the racks can be actually used, safeguard bicycles against damage, ensure free pedestrian flow, and ensure vehicle passengers can exit their vehicles. In general, the optimum spacing of a rack from anything else is 4 feet, and the minimum is 3 feet, measured from the center of the rack. A rack should never be closer than 2 feet to a wall or 1.5 feet to a curb edge.



Summary of Minimum Sidewalk Widths

The minimum total sidewalk width permitted to install a bike rack is 8 feet. The following minimum sidewalk widths must be maintained clear of obstructions, as determined by the width of the sidewalk:

Total Sidewalk Width	Minimum Width for Placement of Rack from Property Line	Placement of Rack from Sidewalk Edge
(measured from property line to curb)	(measured from property line to "rack furnishing zone")	(measured from curb edge to bike rack)
< 8′	Racks not allowed on sidewalk	Racks not allowed on the

sidewalk

≥ 8' and ≤ 10'	5.5'	≥ 1.5′ to ≤ 2′
> 10' and ≤ 15'	6′	≥ 2' to ≤ 3'
15/	0.4	3'
≥ 15′	8'	Racks may be placed perpendicular to the curb edge.

Detailed Placement & Clearance Guidelines

- The rack and its footprint should be located within the "furnishing zone."
- Maintain a minimum of 3 feet between rack edge and street furniture such as light poles, mailboxes, trash cans, newspaper boxes, tree wells, sign poles, etc.
- Maintain a minimum of 4 feet between bicycle rack edge and crosswalks, curb ramps, driveway ramps, transit shelters, loading zones, and fire hydrants..
- Avoid placing bike racks directly in front of building doors and locations that impede pedestrian flow.
- Avoid placing bike racks directly in front of disabled parking spaces.

On Sidewalk, Parallel to Curb

- Minimum sidewalk corridor width is 8 feet.
- Generally racks should be installed in-line with other furnishings in sidewalk (sign posts, benches, etc).
 Ideal rack placement is 3 feet from curb; minimum distance 1.5 feet.



 Recommended distance between multiple racks, end-to-end, is 6 feet (minimum of 5 feet), measured from the ends of the racks.

On Sidewalk, Perpendicular to Curb

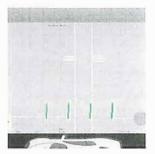
- Minimum sidewalk corridor width is 15 feet.
- Minimum distance between the center of the rack and the curb edge is 36 inches with a recommended distance of 48 inches.

 Minimum distance between multiple racks, side-byside, is 36 inches; recommended distance is 48 inches.

On Sidewalk, Angled Against Curb

- Minimum sidewalk corridor width is 12 feet.
- Racks should be placed on a diagonal between 60 and 45 degrees.





 Due to the angle of the racks and offset of the handlebars, the minimum distance between the center of the rack and the curb edge is reduced by 6 inches to 30 inches with a recommended distance of 48 inches.

On Sidewalk, Against a Wall

 Minimum distance between the edge of the rack and the wall is 24 inches if perpendicular, and 36 inches if parallel.

On Street Bike Corral

- Minimum width dedicated to the corral in the roadway is 90 inches (7.5 feet).
- Racks should be welded onto metal skis, and placed either directly at 90 degrees perpendicular to the curb or up to 45 degrees on diagonal.
- Minimum distance between the center of the rack and the curb is 36 inches with a recommended distance of 48 inches. The edge of the rack must be at least 24 inches from the curb.
- The minimum distance between racks is 36 inches; recommended distance is 48 inches.
- Car parking stops/curbs/bumpers (rubber or concrete) should be installed at the edge of the bike corral, perpendicular to the curb.
- Plastic posts should be installed at the two corners nearest the roadway.

Example of a single corral with four staple racks in a 20' no-parking setback at an intersection:



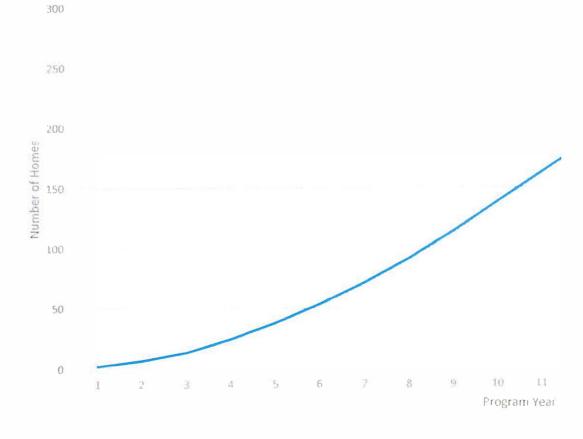
	Tax Increment
No. of Units	Program
200	New Home
50	Renovation
30	Manufactured Home
280	

FYE	Inflation Index
2023	1.0000
2024	1.0000
2025	1.0300
2026	1.0609
2027	1.0927
2028	1.1255
2029	1.1593
2030	1.1941
2031	1.2299
2032	1.2668
2033	1.3048
2034	1.3439
2035	1.3842
2036	1.4258
2037	1.4685
2038	1.5126
2039	1.5580
2040	1.6047
2041	1.6528
2042	1.7024
2043	1.7535
2044	1.8061
2045	1.8603
2046	1.9161
2047	1.9736
2048	2.0328
2049	2.0938
2050	2.1566
2051	2.2213
2052	2.2879

	Year	0	1	2
Checks	Year Ending	12/31/2022	12/31/2023	12/31/2024
1.0000	Build Rate		0.0080	0.0160
280	Added/Renovated Buildings		2	4
	New Home TIF		\$4,314	\$8.900
	Renovation TIF		\$1,079	\$2,225
	Manufactured Home TIF		\$647	\$1.335
	Other Revenue 1		\$0	\$0
	Other Revenue 2		\$0	\$0
	New TIF Revenue		\$6,040	\$12,460
	Year 1		\$6,040	\$6.221
	Year 2			\$12.460
	Year 3			
	Year 4			
	Year 5			
	Year 6			
	Year 7			
	Year 8			
	Year 9			
	Year 10			
	Year 11			
	Year 12			
	Year 13			
	Year 14			
	Year 15			
1	Year 16			
	Year 17			
	Year 18			
	Year 19			
	Year 20			
\$11,661.258	Program TIF Revenue		\$6,040	\$18,681
\$560,722	Frozen Base TIF Revenue		\$20,868	\$21,494
\$12,221,980	Cumulative TIF Revenue		\$26,908	\$40,175
\$0	Cumulative Housing		2	7

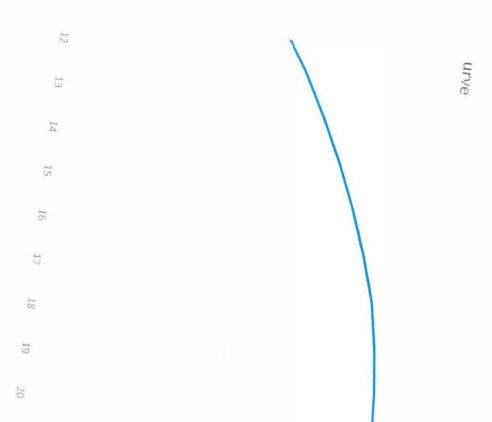
2053	2.3566
2054	2.4273
2055	2.5001
2056	2.5751
2057	2.6523
2058	2.7319
2059	2.8139
2060	2.8983
2061	2.9852
2062	3.0748
2063	3.1670
Tax Growth	3.002

Housing Production C



<u>3</u> 12/31/2025	4 12/31/2026	<u>5</u> 12/31/2027	<u>6</u> 12/31/2028	7 12/31/2029	<u>8</u> 12/31/2030	9 12/31/2031	10 12/31/2032	11 12/31/2033	12 12/31/2034
0.0240	0.0400	0.0480	0.0560	0.0640	0.0720	0.0800	0.0880	0.0880	0.0880
7	11	13	16	18	20	22	25	25	25
\$13.758	\$23,610	\$29,147	\$34.956	\$41.037	\$47.389	\$54.014	\$60.910	\$62,405	\$63,900
\$3,440	\$5,902	\$7,287	\$8,739	\$10,259	\$11.847	\$13,503	\$15,228	\$15,601	\$15,975
\$2,064	\$3,541	\$4,372	\$5,243	\$6.156	\$7.108	\$8,102	\$9.137	\$9.361	\$9.585
\$0	\$0	\$0	\$0	\$0	\$O	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$19,261	\$33,053	\$40,806	\$48,938	\$57,451	\$66,345	\$75,619	\$85,274	\$87,367	\$89,460
\$6,408	\$6,600	\$6,798	\$7,002	\$7.212	\$7.428	\$7.651	\$7,881	\$8.117	\$8.361
\$12,834	\$13,219	\$13,616	\$14,024	\$14.445	\$14.878	\$15.325	\$15.784	\$16.258	\$16,746
\$19.261	\$19,839	\$20,434	\$21.047	\$21,679	\$22,329	\$22,999	\$23.689	\$24,400	\$25,132
	\$33,053	\$34,045	\$35.066	\$36,118	\$37.202	\$38.318	\$39.467	\$40.651	\$41.871
		\$40,806	\$42,030	\$43.291	\$44,589	\$45,927	\$47,305	\$48,724	\$50.186
			\$48,938	\$50.406	\$51,919	\$53,476	\$55.080	\$56,733	\$58.435
				\$57,451	\$59,175	\$60.950	\$62.779	\$64.662	\$66.602
					\$66.345	\$68,336	\$70.386	\$72,497	\$74,672
						\$75.619	\$77,888	\$80,225	\$82.631
							\$85.274	\$87.832	\$90.467
								\$87,367	\$89.988
									\$89,460

\$38,503	\$72,711	\$115,698	\$168,107	\$230,602	\$303,865	\$388,601	\$485,533	\$587,466	\$694.550
(COO 400	\$00.000	400.407	001101	101015		100.105			
\$22.138	\$22,803	\$23,487	\$24,191	\$24,917	\$25,665	\$26,435	\$27,228	\$28.044	\$28,886
\$60,642	\$95,514	\$139,185	\$192,299	\$255,519	\$329,530	\$415,035	\$512,761	\$615,510	\$723,436
13	25	38	54	72	92	114	139	164	188



<u>13</u> 12/31/2035	<u>14</u> 12/31/2036	<u>15</u> 12/31/2037	<u>16</u> 12/31/2038	17 12/31/2039	18 12/31/2040	<u>19</u> 12/31/2041	2 <u>0</u> 12/31/2042	21 12/31/204
0.0720	0.0640	0.0560	0.0480	0.0400	0.0240	0.0160	0.0080	12/3)1/202
20	18	16	13	11	7	4	2	
\$53,505	\$48,647	\$43,517	\$38.116	\$32,443	\$19.873	\$13.521	\$6.896	
\$13,376	\$12,162	\$10,879	\$9,529	\$8.111	\$4.968	\$3.380	\$1,724	
\$8,026	\$7,297	\$6,528	\$5.717	\$4,866	\$2.981	\$2.028	\$1.034	
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
\$74,907	\$68,106	\$60,924	\$53,362	\$45,420	\$27,823	\$18,929	\$9,655	-
								-1
\$8,611	\$8.870	\$9,136	\$9.410	\$9.692	\$9.983	\$10.283	\$10.591	
\$17.248	\$17,765	\$18.298	\$18.847	\$19,413	\$19.995	\$20.595	\$21.213	\$21.849
\$25.885	\$26.662	\$27,462	\$28,286	\$29.134	\$30.008	\$30,909	\$31,836	\$32.791
\$43.127	\$44,421	\$45.754	\$47,126	\$48.540	\$49.996	\$51,496	\$53,041	\$54.632
\$51,691	\$53,242	\$54,839	\$56,484	\$58.179	\$59.924	\$61,722	\$63.574	\$65.481
\$60.188	\$61,993	\$63.853	\$65.769	\$67.742	\$69.774	\$71.867	\$74.023	\$76.244
\$68,600	\$70.658	\$72,778	\$74,961	\$77.210	\$79,526	\$81,912	\$84,369	\$86.900
\$76.912	\$79.220	\$81,596	\$84,044	\$86,565	\$89.162	\$91,837	\$94,592	\$97.430
\$85.110	\$87.664	\$90.294	\$93.002	\$95.792	\$98.666	\$101.626	\$104.675	\$107.815
\$93.181	\$95,977	\$98,856	\$101.822	\$104.877	\$108.023	\$111.263	\$114.601	\$118.039
\$92.688	\$95,468	\$98.332	\$101,282	\$104,321	\$107.450	\$110.674	\$113,994	\$117,414
\$92.144	\$94,908	\$97,755	\$100,688	\$103,708	\$106.820	\$110.024	\$113.325	\$116.725
\$74.907	\$77,154	\$79,469	\$81,853	\$84.308	\$86.837	\$89,443	\$92.126	\$94.890
	\$68,106	\$70.149	\$72,253	\$74.421	\$76.654	\$78.953	\$81.322	\$83.762
		\$60,924	\$62,752	\$64,635	\$66,574	\$68,571	\$70.628	\$72.747
			\$53,362	\$54,963	\$56,612	\$58,311	\$60,060	\$61,862
				\$45.420	\$46.783	\$48.186	\$49.632	\$51.121
					\$27.823	\$28.657	\$29.517	\$30,403
						\$18,929	\$19.497	\$20,082
							\$9.655	\$9.944
790,293	\$882,108	\$969,495	\$1,051,943	\$1,128,921	\$1,190,611	\$1,245,259	\$1,292,271	\$1,331,039
\$29,752	\$30,645	\$31,564	\$32.511	\$33,486	\$34,491	\$35.526	\$36,592	\$37,689
	,,,,,,,	+02,001	¥02.011	400,400	ΨΟ-1, - ΤΟΙ	Ψ00.020	Ψ00,002	Ψ37,009
820,045	\$912,752	\$1,001,059	\$1,084,454	\$1,162,407	\$1,225,102	\$1,280,784	\$1,328,863	\$1,368,728
208	226	242	255	267	273	278	280	

Lakeview Urban Renewal Plan

May 22, 2023

Lakeview Urban Renewal Agency



LAKEVIEW URBAN RENEWAL PLAN

This document remains a draft until approved and adopted by an ordinance of the Town Council.

Lakeview Urban Renewal Plan Adopted by the Town of Lakeview [DATE]

Ordinance No. 2023 -

If amendments are made to the Plan, the resolution or ordinance number and date will be listed here. The amendment will be incorporated into the Plan and noted through a footnote.

Prepared by:

Nicholas A. Green
Catalyst Public Policy Advisors
nick@catalyst.win



Table of Contents ntroduction	2
Definitions	3
Plan Organization	5
Chapter 1. Urban Renewal Projects	6
Chapter 2. Development Approach	8
Chapter 3. Relationship to Local Objectives	10
Chapter 4. Proposed Land Uses	12
Chapter 5. Relocation Methods	13
Chapter 6. Acquisition and Disposition of Real Property	14
Chapter 7. Tax Increment Financing	16
Chapter 8. Maximum Indebtedness	17
Chapter 9. Plan Amendments	18
Chapter 10. Financial Reporting; Validity	19
Appendix A. Urban Renewal Plan Area Tax Lot Map	20
Appendix B. URA Plan Area Legal Description	21
Appendix C. Findings regarding local objectives	22

Introduction

The Lakeview Town Council adopted Ordinance No. 891 on August 23, 2022, declaring blighted conditions exist and establishing the need for an Urban Renewal Agency. The ordinance designates the Town Council as the Lakeview Urban Renewal Agency's board of directors.

The Lakeview Urban Renewal Plan is a series of ten project areas recommended by the board to help revitalize the Town of Lakeview through public and private-sector investment. They are:

- 1) Planning and code assistance;
- 2) Land acquisition and due diligence;
- 3) Predevelopment incentives; an
- 4) Infrastructure investment program;
- 5) Land development incentives;
- 6) System development charge payments;
- 7) New construction incentives;
- 8) Renovation incentives;
- 9) Administration and R&D activities; and
- 10) Manufactured and Modular Home Preservation and Development Assistance.

The Plan dedicates 220.5 acres (9.3 percent) of Lakeview's land area and \$37.6 million (24.95 percent) of its assessed value as an Urban Renewal Area. The Plan Area is depicted in Figure 1 and Appendix A and includes 378 tax lots at the time of the Plan's adoption. It is available online at:

https://harneycounty.maps.arcgis.com/apps/webappviewer/index.html?id=8561f16 1da2f43dba017642c423cb3c6

The Maximum Indebtedness authorized by this Plan is \$4,700,144.

Definitions

The following terms are used in this report, as defined below.

"Adopting Ordinance" means Ordinance No. 891, adopted on August 23, 2022.

"Agency" means the Lakeview Urban Renewal Agency, as authorized by the adopting ordinance. The Agency is responsible for the administration of the Urban Renewal Plan.

"Area" means the properties and rights-of-way located within the Lakeview Urban Renewal Boundary, as depicted in Appendix A.

"Blighted Areas" has the meaning given that term in ORS 457.010(1) and identified in the ordinance adopting the Urban Renewal Plan.

"Certified Statement" means the statement prepared and filed pursuant to ORS 457.430 or an amendment to the certified statement prepared and filed pursuant to ORS 457.430.

"Comprehensive Plan" means the Town of Lakeview comprehensive land use plan and its implementing ordinances, policies, and standards.

"County" means Lake County, Oregon.

"Fair Market Value (FMV)" means the price a property would sell for on the open market assuming that both buyer and seller are reasonably knowledgeable about the asset, are behaving in their own best interests, are free of undue pressure, and are given a reasonable time period for completing the transaction.

"Fair Reuse Value (FRV)" means an estimated fair market value sale price or rental rate for Development Property based on the planned use of the real property as determined by the an Appraiser.

"Frozen base" means the total assessed value, including all real personal, manufactured, and utility values within an urban renewal area when the Plan is adopted as stated in a Certified Statement.

"Increment" means that part of the assessed value of a Taxing District attributable to any increase in the assessed value of the property located in an Urban Renewal Area, or portion thereof, over the assessed value specified in the Certified Statement. "Maximum Indebtedness" means the amount of the principal of indebtedness included in a plan pursuant to ORS 457.190 and does not include indebtedness incurred to refund or refinance existing indebtedness.

"ORS" means the Oregon Revised Statutes. Chapter 457 specifically relates to urban renewal.

"Planning Commission" means the Lakeview Planning Commission.

"Tax Increment Financing" or "TIF" is a method of funding Urban Renewal Projects and programs through incurring debt that is repaid by the division of taxes accomplished through the adoption of an Urban Renewal Plan.

"Tax Increment Finance Revenue" means the funds allocated by the county assessor to an Urban Renewal Area due to increases in assessed value over the Frozen Base within the Area.

"Taxing District" means the state, city, county or any other government unit that has the power to levy a tax.

"Town" means the Town of Lakeview, Oregon. "Town Council" or "Council" means the Lakeview Town Council.

"Urban Renewal Area" or "URA" means a Blighted Area included in this Urban Renewal Plan or an area included in an Urban Renewal Plan under ORS 457.160.

"Urban Renewal Plan" or "Plan" means this Plan, as it exists or is changed or modified from time to time, as provided in ORS 457.085, 457.095, 457.105, 457.115, 457.120, 457.125, 457.135 and 457.220.

"Urban Renewal Project" or "Project" means any work or undertaking carried out under ORS 457.170 in an Urban Renewal Area.

"Urban Renewal Report" or "Report" means the report accompanying the Plan pursuant to ORS 457.087.

Plan Organization

As required by Oregon Revised Statute 457, Lakeview's URA Plan must include each criterion identified in Table 1.

Table 1. URA Plan Requirements

Chapter 1	Urban Renewal Projects	A description of each urban renewal project to be undertaken;
Chapter 2	Development Approach	An outline for the development, redevelopment, improvements, land acquisition, demolition and removal of structures, clearance, rehabilitation, or conservation of the urban renewal areas of the Plan;
Chapter 3	Relationship to Local Objectives	An explanation of the Plan's relationship to definite local objectives regarding appropriate land uses and improved traffic, public transportation, public utilities, telecommunications utilities, recreational and community facilities, and other public improvements;
Chapter 4	Proposed Land Uses	An indication of proposed land uses, maximum densities, and building requirements for the urban renewal area;
Chapter 5	Relocation Methods	A description of the methods to be used for the temporary or permanent relocation of persons living in, and businesses situated in the urban renewal area of the Plan;
Chapter 6	Acquisition and Disposition of Real Property	An indication of which real property may be acquired and the anticipated disposition of such real property, whether by retention, resale, lease or other legal use, together with an estimated time schedule for such acquisition and disposition;
Chapter 7	Tax Increment Financing	Division of ad valorem taxes under ORS 457.420 to 457.470
Chapter 8	Maximum Indebtedness	The maximum amount of indebtedness that can be issued or incurred under the Plan
Chapter 9	Plan Amendments	A description of what types of possible future amendments to the Plan are substantial amendments and require the same notice, hearing, and approval procedure required of the original Plan under ORS 457.095 as provided in ORS 457.220, including but not limited to amendments: • Adding land to the urban renewal area if the addition results in a cumulative addition of more than one percent of the urban renewal area. • Increasing the maximum amount of indebtedness that can be issued or incurred under the Plan.
Chapter 10	Financial Reporting	Financial Reporting; Validity
Appendix A		A map of the urban renewal areas of the Plan by tax lot
Appendix B		Legal Description of Plan Area

Chapter 1. Urban Renewal Projects

The Lakeview Urban Renewal Plan ("Plan") takes a holistic approach to urban renewal. The Lakeview Urban Renewal Agency ("Agency") will administer projects and activities in the following ten (10) project categories (collectively, the "Project(s)"):

- 1) Planning and Code Assistance. URA funds may be used to streamline Lakeview's zoning code and other ordinances, including planning assistance in the form of:
 - o Administrative and procedural reforms within Lakeview's Planning Department;
 - Expedited and/or fast-tracked building permits;
 - Code amendments to allow smaller residential lots, adjust minimum densities and create new maximum lot sizes;
 - Allowing clustered residential development;
 - Inclusionary zoning and zone re-designations;
 - Promoting infill development;
 - Permitting accessory dwelling units (ADUs);
 - Allowing Duplexes, Cottage housing, Townhomes, Row Houses, and Tri- and Quad-Plexes in single-family zones;
 - Allowing Tiny Homes;
 - Creating co-housing arrangements; and
 - Creating and administering specific programs for home ownership, rental assistance, or building rehabilitation.
- 2) Land Acquisition and Due Diligence. Assistance with:
 - Parcel assembly, including the Town's ability to purchase lands for land aggregation or site assembly;
 - Land banks to support housing development by reducing or eliminating land costs from development to increase the affordability of housing and mixed-use developments;
 - Facilitating land trusts to own land and sell or lease housing to income-qualified buyers;
 - Acquire and/or dispose of land through expedited land purchase and sale procedures for development or redevelopment.
- 3) Preclevelopment Incentives. Provide mechanisms to reduce the cost of predevelopment, including fee waivers or credits for planning and preliminary design activities.
- 4) Infrastructure Investment Program. The Lakeview Urban Renewal Agency may directly complete infrastructure improvements for horizontal improvements determined by the URA Board to help facilitate and achieve improvements specified in a development agreement that ties the improvements to a specific qualifying project. Examples of qualifying projects could include infrastructure for:
 - Redevelopment projects, such as mixed-use or infill housing developments;

- O Streetscape improvements, including new lighting, trees, and sidewalks;
- Land assembly for public as well as private reuse;
- o Transportation enhancements, including intersection improvements;
- o Historic preservation projects; and
- o Parks and open spaces.
- 5) Land Development Incentives. The URA may incentivize developers to develop housing units and other buildings within the Plan Area. These will typically be through a joint development agreement with the developer/builder/property owner that stipulates the development and the amount and timing of the incentive contributions. These incentives can be:
 - A direct contribution of funds;
 - A rebate of a portion of property taxes paid;
 - o Financial or in-kind contributions to the developer for infrastructure development;
 - An agreement for the Agency to complete infrastructure improvements that are otherwise required as a condition of development approval; or
 - A combination of the above.
- 6) System Development Charge Payments. Payment of system development charges (SDCs) for property owners who improve qualifying properties.
- 7) New Construction Incentives. Provide cash rebates or loans on new residential construction based on the increase in a qualifying property's assessed value. The URA may lend to moderate-income housing developers (60 to 120 percent AMI) to develop housing, infrastructure, or other public improvements supporting housing, including transportation and utility improvements or extensions.
- 8) Renovation Incentives. Cash rebates (based on the increase in the property's assessed value) on substantial improvements to building facades, structural repairs, major renovations, and additions that add additional square footage or living space.
- 9) Administration and Research and Development. Promote R&D for new building materials and approaches that have the potential to streamline construction, increase efficiency or reduce costs for local developers and property owners. Provides for administrative cost recovery and tax receipts to be paid to specific tax districts within the plan area.
- 10) Manufactured and Modular Home Preservation and Development Assistance. Providing incentives for refurbishments, restoration, or replacement of manufactured and modular housing to address blight conditions, including renovation of both homes and manufactured home parks within the town limits.

The Agency may implement these project activities in concert with each other, and the same applicant may use more than one project concurrently or sequentially. These projects are intended to be mutually reinforcing rather than mutually exclusive.

Chapter 2. Development Approach

Outline for the development, redevelopment, improvements, land acquisition, demolition and removal of structures, clearance, rehabilitation, or conservation of the urban renewal areas of the Plan.

The URA Plan Area consists of nine distinct neighborhoods or areas of the Town of Lakeview that make up 378 tax lots at the time of the Plan's adoption (Figure 1 and Appendix A).

URA funds may assist with land partitioning, land consolidation, new home construction, or major rehabilitations within these neighborhoods (or others as amended within the Plan Area by resolution of the Town Council). The URA programs may provide planning, infrastructure, capital equipment, and predevelopment costs for housing, award grants and loans to capacity builders and developers of new or significantly renovated housing, and enter into public-private partnerships for housing development within these areas.

Housing and mixed-use developers may apply at any time to participate in the URA Programs, provide, however, that:

- 1) No more than one application may be submitted for any eligible project at a time; and
- 2) A developer may not apply for URA funds for a property that is granted any form of ad valorem property tax exemption, partial exemption, or special assessment.

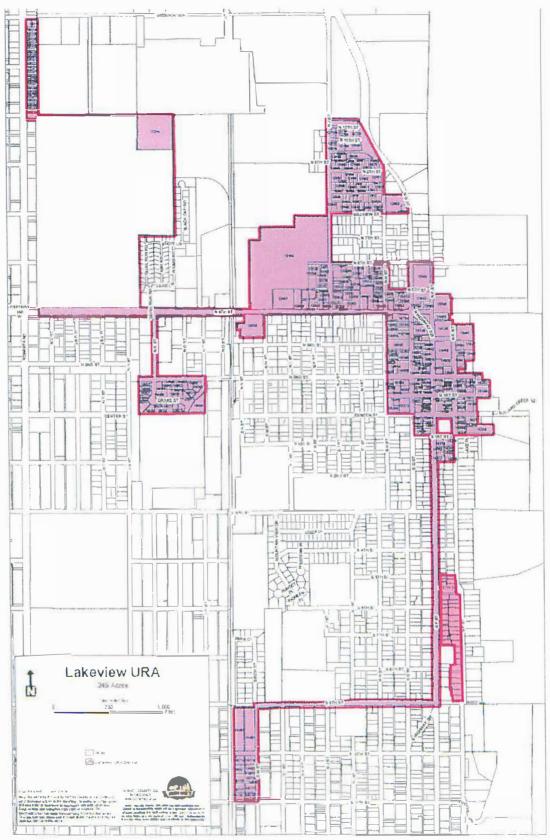


Figure 1. Plan Areas by neighborhood



Chapter 3. Relationship to Local Objectives

Explanation of the Plan's relationship to definite local objectives regarding appropriate land uses and improved traffic, public transportation, public utilities, telecommunications utilities, recreational and community facilities, and other public improvements.

The Lakeview URA will be informed, at a minimum, by the following planning documents:

- The Town of Lakeview Comprehensive Plan of 1980 (as amended)
- Town of Lakeview Water System Master Plan, January 17, 2019
- Lakeview Housing Policies and Actions ECONorthwest Memo, March 27, 2019
- South Central Oregon Economic Development District's (SCOEDD) five-year Comprehensive Economic Development Strategy (CEDS) 2019-2024, May 10, 2019
- Town of Lakeview and City of Paisley Housing Needs Analyses (HNA), June 2019
- Economic Opportunities Analysis (EOA) for Lakeview and Paisley in Lake County, June 2019
- Lakeview Transportation System Plan (TSP), 2021
- Rural Transportation Equity Transportation Growth Management (TGM) Program, 2022
- Lakeview Wastewater Master Plan

These planning documents are incorporated herein by reference.

These documents describe the need for Lakeview's residential, commercial, industrial, and mixed-use improvements to overcome blight conditions. As defined in ORS 457.010, "Blighted areas' means areas that, by reason of deterioration, faulty planning, inadequate or improper facilities, deleterious land use or the existence of unsafe structures, or any combination of these factors, are detrimental to the safety, health or welfare of the community."

Specifically, these policies document blight conditions within Lakeview in the form of:

- Land with low improvement to land (I:L) ratios indicating properties that are likely underutilized or deteriorated buildings that may be in an unsafe condition, including buildings exhibiting obsolescence, deterioration, dilapidation, mixed character, or shifting of uses;
- Barriers to the production of a range of housing types that are affordable to households at all income levels as described in the Lakeview Housing Needs Analysis, including parcels whose development is impeded by the faulty arrangement of structures, inadequate infrastructure, and faulty planning;

- Access to clean, affordable, retirement and "age in place" housing within the community that
 meets universal design standards and lifelong housing standards for seniors and disabled
 persons;
- The need for demolition, removal, and rehabilitation of existing residential, commercial, and industrial properties within Lakeview for both infill and new development;
- Inadequate infrastructure and capital improvements to support new private-sector investments, including the existence of inadequate streets and other rights of way, open spaces and utilities; and
- The potential for land assembly and public land acquisition and/or disposition to promote
 development and redevelopment in high-priority areas where there has historically been a
 prevalence of depreciated values, impaired investments, and social and economic
 maladjustments to such an extent that the capacity to pay taxes is reduced and tax receipts
 are inadequate for the cost of public services rendered.

Lakeview's URA addresses these conditions by adopting a robust plan with projects that provide a wide range of solutions and policy options for the community.

URA Plan Policies are specifically designed to be consistent with the following policies of the Town of Lakeview Comprehensive Plan. When conflicts occur between the Comprehensive Plan and the Urban Renewal Area Plan, the Comprehensive Plan provisions will prevail.

Specific Plan objectives are defined below as it relates to the Comprehensive Plan.

- 1) Agency will protect private investments from incompatible development that might likely diminish their value or unduly increase their taxes;
- 2) Agency will coordinate Project decisions with those of other local, state, and federal agencies that may affect a URA Project decision; and
- 3) Agency will consider community attitudes and socioeconomic conditions when approving a specific application or project.

Additional findings related to the Local Objectives are enclosed in Exhibit C.

Chapter 4. Proposed Land Uses

Indication of proposed land uses, maximum densities, and building requirements for the urban renewal area.

The URA board will determine the proposed land uses within the plan area in coordination with the Project applicants, consistent with the policies and principles described in Chapter 3 of this Plan.

The URA Board of Directors will evaluate opportunities for new home construction, downtown revitalization, and the public improvements needed to facilitate these projects on a case-by-case basis.

Land uses, densities, and building requirements will be consistent with the Lakeview Development Code and any successor documents or amendments adopted by order of the Planning Commission or by resolution of the Town Council amending the Code.

Chapter 5. Relocation Methods

Description of the methods to be used for the temporary or permanent relocation of persons living in, and businesses situated in, the urban renewal area of the Plan.

When the URA or another entity working with the URA under an approved application acquires occupied property under this Plan, residential or commercial occupants of such property shall be offered relocation assistance, as required under applicable state law.

Before engaging in acquisition or relocation activities, the URA Board shall adopt rules and regulations, as necessary, to administrate relocation assistance. No specific acquisitions that would result in relocation benefits have been identified at the time of this Plan's adoption.

In the absence of the URA Board adopting more specific guidelines or policies, the Agency shall follow HUD Handbook 1378: Tenant Assistance, Relocation, and Real Property Acquisition procedures to the maximum extent possible.¹

¹¹¹ https://www.hudexchange.info/resource/310/hud-handbook-1378 tenant-assistance-relocation-and-real-property-acquisition/

Chapter 6. Acquisition and Disposition of Real Property

The Plan authorizes the acquisition and disposition of real property as described in this section, including the process for acquiring real property, the anticipated disposition of such real property, whether by retention, resale, lease, or other legal use, together with an estimated schedule for such acquisition and disposition.

The Town Council has not identified any real property to be acquired as of this Plan's adoption. This Chapter may be amended if the Agency determines that the acquisition and disposition of real property is a priority.

Property includes any and all interests in property, including fee simple ownership, lease, easements, licenses, or other rights to use. If property is acquired it will be identified in the Plan through a Minor Amendment, as described in Chapter 9 – Plan Amendments. Identification of property to be acquired and its anticipated disposition is required by ORS 457.085(g).

A. Property Acquisition for Public Improvements

The Agency may acquire any property within the Plan Area for public improvement projects undertaken pursuant to this Plan by all legal means, including use of eminent domain. Good faith negotiations for such acquisitions must occur prior to the institution of eminent domain procedures. At this time, the Agency has not identified any public improvements that will be undertaken. However, if such are identified in the future, they will be incorporated into the Plan in accordance with Chapter 9 – Plan Amendments.

B. Property Acquisition from Willing Sellers

This Plan authorizes Agency acquisition of any interest in property within the Plan Area that the Agency finds is necessary for public or private redevelopment, but only in those cases where the property owner wishes to convey such interest to the Agency. This Plan does not authorize the Agency to use the power of eminent domain to acquire property from a private party to transfer property to another private party for private redevelopment. Property acquisition from willing sellers may be required to support the development of projects within the Plan Area.

C. Land Disposition

The Agency will dispose of property acquired for a public improvement project by conveyance to the appropriate public agency responsible for the construction and/or maintenance of the public

improvement. The Agency may retain such property during the construction of the public improvement.

The Agency may dispose of property acquired under Subsection B of this Chapter 6 by conveying any interest in acquired property. The Agency will convey acquired property at its fair reuse value (FRV). FRV is the value, whether expressed in terms of rental or capital price, at which the Agency, in its discretion, determines such land should be made available so that it may be developed, redeveloped, cleared, conserved, or rehabilitated for the purposes specified in the Plan. Because FRV reflects limitations on the use of the property for those purposes identified in the Plan, the value may be lower than the property's fair market value (FMV).

Where land is sold or leased, the purchaser or lessee must agree to use the land for the purposes designated in this Plan and to begin and complete the building of its improvements within a period of time that the Agency determines is reasonable. The Agency will document the terms for this redevelopment through a development agreement, and may require recording a Trust Deed or other legal instrument with the Lake County Clerk to memorialize the agreement.

Chapter 7. Tax Increment Financing

Per ORS 457.420, Any urban renewal plan may contain a provision that the ad valorem taxes levied by a taxing district in which all or a portion of an urban renewal area is located shall be divided as provided in section 1c, Article IX of the Oregon Constitution, and ORS 457.420 to 457.470.

Tax increment financing (TIF) uses annual tax increment revenues to make debt payments, usually through lines of credit, bank loans, or revenue bonds (borrowings). The proceeds of the borrowings are then used to finance the urban renewal projects authorized in the Plan. Borrowings may be either long-term or short-term.

TIF revenues equal most of the annual property taxes imposed on the cumulative increase in assessed value within an urban renewal area over the total assessed value when an urban renewal plan is adopted. (Under current law, the property taxes for general obligation (GO) bonds and local option levies are not part of the tax increment revenues).

The Agency may borrow money and accept advances, loans, grants, and any other form of financial assistance from the federal government, the state, county, or other public body, or any sources, public or private, to undertake and carry out urban renewal projects, as authorized by ORS 457.190.

The Agency anticipates the Plan will be financed primarily using a combination of revenue sources. These include:

- TIF revenues:
- Advances, loans, grants, and any other form of financial assistance from federal, state, or local governments or other public bodies;
- Lines of credit, loans, grants, dedications, or other contributions, including, but not limited to, assessment districts; and
- Any other public or private source.

Revenues obtained by the Agency will be used to pay or repay the costs, expenses, advancements, and indebtedness incurred in (1) planning or undertaking project activities, or (2) otherwise exercising any of the powers granted by ORS Chapter 457 in connection with the planning and implementation of this Plan, including preparation of the Plan.

TIF revenues collected pursuant to ORS 457.440 shall be deposited into the unsegregated tax collections account and distributed to the Agency based upon the distribution schedule established under ORS 311.390.

Chapter 8. Maximum Indebtedness

Maximum Indebtedness is the total amount of money that can be spent on projects, programs, and administration throughout the life of the Plan pursuant to ORS 457.190.

The maximum amount of indebtedness that may be issued or incurred under the Plan, based upon good faith estimates of the scope and costs of projects in the Plan and the schedule for their completion, is \$4,700,144 (2023 Constant Dollars). This amount is the principal of such indebtedness and does not include interest or indebtedness incurred to refund or refinance existing indebtedness or interest earned on debt proceeds.

Chapter 9. Plan Amendments

Description of what types of possible future amendments to the Plan are substantial amendments and require the same notice, hearing, and approval procedure required of the original Plan under ORS 457.095 as provided in ORS 457.220, including but not limited to amendments: Adding land to the urban renewal area if the addition results in a cumulative addition of more than one percent of the urban renewal area; Increasing the maximum amount of indebtedness that can be issued or incurred under the Plan.

The Plan may be amended as described in this section.

A. Substantial Amendments

Substantial Amendments, in accordance with ORS 457.085(2)(i), shall require the same notice, hearing, and approval procedure required of the original Plan, under ORS 457.095, including public involvement, consultation with taxing districts, presentation to the Agency board and Planning Commission, and adoption by the City Council by non-emergency ordinance after a hearing. Notice of such hearing shall be provided to individuals or households within the Town of Lakeview, as required by ORS 457.120. Notice of adoption of a Substantial Amendment shall be provided in accordance with ORS 457.095 and 457.115.

Substantial Amendments are amendments that:

- 1) Add land to the urban renewal Area, except for an addition of land that totals not more than 1% of the existing area of the urban renewal area; or
- 2) Increase the maximum amount of indebtedness that can be issued or incurred under the Plan.

B. Minor Amendments

Minor Amendments are amendments that are not Substantial Amendments as defined in this Plan or ORS 457. Minor Amendments require approval by the Agency's board by resolution.

C. Amendments to the Lakeview Comprehensive Plan and/or Zoning Ordinance.

Comprehensive Plan and/or Development Code amendments that affect this Plan and/or the Plan Area shall be incorporated automatically within this Plan without any separate action required by the Agency board or Town Council. When a substantial amendment is completed, the Relationship to Local Objectives section will be updated to reflect the amendment.

Chapter 10. Financial Reporting; Validity

The Agency shall file Annual Reports in compliance with ORS 457.460.

Not later than January 31 of each year, an urban renewal agency shall prepare a statement, on the same basis on which its financial statements are prepared, containing:

- (a) The amount of moneys received during the preceding fiscal year under ORS 457.420 to 457.470 and from indebtedness incurred under ORS 457.420 to 457.470;
- (b) The purposes and amounts for which any moneys received under ORS 457.420 to 457.470 and from indebtedness incurred under ORS 457.420 to 457.470 were expended during the preceding fiscal year;
- (c) An estimate of moneys to be received during the current fiscal year under ORS 457.420 to 457.470 and from indebtedness incurred under ORS 457.420 to 457.470;
- (d) A budget setting forth the purposes and estimated amounts for which the moneys that have been or will be received under ORS 457.420 to 457.470 and from indebtedness incurred under ORS 457.420 to 457.470 are to be expended during the current fiscal year;
- (e) The maximum indebtedness for each urban renewal area included in an urban renewal plan of the agency, including the amount of indebtedness incurred through the end of the immediately preceding fiscal year; and
- (f) An analysis of the impact, if any, of carrying out the urban renewal plan on the tax collections for the preceding year for all taxing districts included under ORS 457.430.

The annual financial report shall be filed with Lakeview Town Council and distributed to each taxing district affected by the Agency's Plan. Notice shall be published that the statement has been prepared and is on file with the Town and the Agency, and that the information contained in the statement is available to all interested persons. The notice shall be published once a week for not less than two successive weeks before March 1 of the year in which the statement is filed, in accordance with ORS 457.115. A representative of the agency shall be available to consult with affected taxing districts and respond to questions, as required in ORS 457.460(2)(b).

Appendix A. Urban Renewal Plan Area Tax Lot Map



09/21/2023

Neighborhood	In URA	Map and Tax Lot	ZIP	Situs	Acres	MKT_Land	MKT_lmp	1:L Ratio	AV
EXT Renewables	Yes	33S20E0000047C0F1		7630 184053 KADRMAS RD	53.28	\$47,820	\$0	0.0	\$37,690
XT Renewables	Yes	39S20E0GC00:17C0F2		7830 184053 KADRMAS RD	21.74	581,730	\$98 110	1 2	S115 4 4
EXT Renewables	Yes	39520E00000048Q0F3		7630 18403 KADRMAS LANE	0.54	\$50,420	\$155,170	3.1	\$104,200
XT Renewables	Yes	39\$20E0000004900		0538 18281 KADRMAS ROAD	26 83	\$143.150	50	0 0	\$1.13,160
XT Renewables	Yes	39S20E000005001		630 18225 KADRMAS RD	5.56	\$67,650	5174,580	2.6	\$166,270
itchell Tiny Homes	Yes	39S20E09BD00110		7132 UNDETERMINED SITUS ADDRESS	0.15	\$24,670	SO	0.0	\$14,360
Itchell Tiny Homes	Yes	39S20E09BD00111		2.32 UNDETERMINED SITUS ADDRESS	0,21	\$29.850	50	0.0	\$16,810
itchell Tiny Homes	Yes	39S20E09BD00112		7132 18933 ROBERTA AVE	0 17	\$27,070	\$173.200	6.4	5117,-170
itchellTlny Homes	Yes	39S20E09BD00113		7630 18925 ROBERTA RD	0.17	\$27,070	\$173,200	6.4	\$117,470
Itchell Tiny Homes	Yes	39S20E09BD00114		7630 UNDETERMINED SITUS ADDRESS	0 17	\$27,070	SO	0.0	\$15.250
Itchell Tiny Homes	Yes	39S2QE098Q00115		7192 UNDETERMINED SITUS ADDRESS	0,17	\$27,070	SO	0,0	\$15,250
litchell Tiny Homes	Yes	39S20E09BD00116		7132 1890S ROBERTA AVE	0 17	\$27,070	50	0 0	\$15,250
Iltchell Tlny Homes	Yes	33SZ0E09BD00117		7192 18905 ROBERTA RD	0,17	\$27.070	\$0	0,0	\$15,250
Atchell Tiny Homes	Yes	39S20E09BD00118	97	132 UNDETERMINED SITUS ADDRESS	0 17	\$27.070	SO	0.0	\$15,250
Hichell Tiny Hornes	Yes	39520E093D00119	9	7132 UNDETERMINED SITUS ADDRESS	0.17	\$27,070	\$0	0.0	515,250
Itchell Tiny Homes	Yes	39520E098D00120	9	7132 UNDETERMINED SITUS ADDRESS	0 17	\$27,070	50	0 0	515.250
litchell Tiny Homes	Yes	39520EG9BD03121	9	7132 UNDETERMINED SITUS ADDRESS	C.17	527.070	50	0.0	\$15,250
litchell liny Homes	Yes	39S20E09BD00122	9	7132 UNDETERMINED SITUS ADDRESS	0.17	\$27,070	SO	0.0	\$15.250
litchell Tiny Homes	Yes	39520E09BD00123	9	7132 UNDETERMINED SITUS ADDRESS	0.17	527,070	SQ	0.0	\$15,250
litchell Tiny Homes	Yes	39520E098D0012-4	9	7132 UNDETERMINED SITUS ADDRESS	0.17	\$27,070	SO	0.0	\$15,250
Altahell Tiny Homes	Yes	39S20E09BD00125	9	7192 UNDETERMINED SITUS ADDRESS	0,17	\$27,070	\$0	0.0	\$15,250
titchell Tiny Homes	Yes	39S20E098D00126	9	7132 UNDETERMINED SITUS ADDRESS	0 17	\$27.070	50	0.0	\$15,250
titchell Tiny Homes	Yes	39520E098D0Q127		7132 UNDEFERMINED SITUS ADDRESS	0.17	\$27,070	50	0.0	\$15,250
litchell Tiny Homes	Yell	39520E09BD00128		7132 UNDETERMINED SITUS ADDRESS	0 17	527.070	SO	0.0	\$15.250
Ntohell Tiny Hames	Yes	39520E09BDD0129		7132 UNDETERMINED SITUS ADDRESS	0.17	\$27,070	\$0	0.0	\$15,250
litchell Tiny Homes	Yes	39520E09BD00130		7132 UNDETERMINED SITUS ADDRESS	0 17	\$27,070	50	0.0	\$15,250
1Itchell Tiny Homes	Yes	3952QE09BD00131		7132 UNDETERMINED SITUS ADDRESS	0.17	\$27.070	\$0	0.0	\$15,250
uture Commercial Development		39S20E09D000201		7630 UNDETERMINED SITUS ADDRESS	5	527,070	50	0.0	
arth lakeview	Yes	39520E10CA00301		7630 942 N 12TH ST	0,57				\$20,650
forth Lakeview	Yes	39520E10CA00400				\$32,440	\$42,Q60 \$1.05,110	1.1	\$62,070
orth Lakeview				7630 945 N 12TH ST	0 3		51 05,1 10	3 2	\$101.91
	Yes	39520E10CA00600		7586 937 N 12TH ST	0.1	\$17,940	\$50,270	2,6	\$62,570
lorth Lakev e.v	Yes	39520E10CA00700		7601 926 N 11 TH ST	0 38	53-1,6-10	513,640	1 3	\$53,440
lorth Lakeview	Yes	39\$20E10CA00800		7690 842 N 11TH ST	0,27	531,380	556,340	2,1	\$76.320
lorth Lakeview	Yes	39S2CE10CA00900		7630 9.12 N 11TH ST	0.2	528.270	\$42,000	1 5	\$51,550
Jorth Lakeview	Yes	3952QE10CA01100		7638 1070 N J ST	0.11	\$10,290	\$33,070	1.7	\$41,670
forth Lakeview	Yes	3952CE10CA01101	9	7630 1030 N J ST	0.1	\$17,9-10	\$130,830	7 3	\$110,42
orth Lakeview	Yes	39520E1GCA01200	9	7630 847 N 11TH ST	0.37	\$34,440	\$72,790	2.1	\$82,850
orth Laker, resv	Yes	3952CE1CCA013CO	9	7630 915 N 11TH ST	0.69	\$43,160	\$147,960	3.4	S 106,000
orth Bikeview	Yes	35520E1.UCAQ15GQ	9	7630 843 N 10TH ST	031	\$32,520	\$123,250	3,7	\$109,48
orth Lakeyletz	Yes	39520E10CA01600	G	7620 915 N 10TH 5T	0.1	\$17,940	\$45,210	2.5	\$3 2,310
North Lakeview	Yes	5952QE1QCA01700	9	7690 92S N 10TH ST	0.1	517,940	522,540	1,2	\$90,930
forth Lakeview	Yies	39520E10CA01800	9	71.10 935 N 10TH ST	0 15	\$23,970	\$5-1,960	2.3	\$55,640
forth Lakeview	Yes	32520E10CA01900	9	7690 947 N 10TH ST	0.05	99,490	547.450	5.0	\$24,930
North Lakeview	Yes	3952/0E10CA/02000	3	9103 949 N 10TH ST	(0.13	521 770	584,770	3.9	359:130
lorth Lakeview	Yes	39520E10CAQ21Q0	8	9109 904 V157	0.07	913 380	\$8,940	0,7	\$10,115
forth Lakeview	Yas	39520E10E4021001	9	7501 504 N.15T		\$47	\$43,800	0.0	543,600
North Lakeview	Yes	39520E10CAQ2200	9	7630 944 N 9TH ST	0.19	\$27,560	\$67,350	2,4	559,000
North Lakeview	Yes	39520E10CA023		7(3) 938 N 9TH ST	0.75	523 970	\$115,250	4.8	681,970
forth Lakeview	Yes	39520E105/A02400		7690 080 N 9TH ST	0,16	524,980	\$63,790	2.6	\$61,670
forth Lakeview	Yes	39520E10CA02500		7630 922 N 91H ST	0.16	\$24,980	\$10-1,030	4.2	\$9.1,960
forth Lakeview	Yes	39520E10CA02600		7590 UNDETERMINED SITUS ADDRESS	0.16	524,990	\$22,000	0,9	
forth Lakeview	Yes	39520E10CA02700		76-10 906 N 97 II ST	0.16	514 - 4	\$167,030	4.3	5, 2,490
forth Lakeview	Yes	39520E10CA02800		7693 844 N 9TH ST	0,16	\$24,980			\$96,68
orth Lakeview	Yes	39520E10 A029		7755 8 15 N 9 TH ST			\$75,920	B,2	\$69,980
iorth Lakeview	Yes				710	525 910	5112 330	4.3	58 - 6
		39520E10CAQ3000		7690 830 N 97H ST	0.15	524,980	\$104,280	4,2	SB7,27
Jorth Lakeview	Yes	39520E10CA03100		7630 930 N 97H ST	0.13	\$23.970	\$96,340	4.0	581,040
lorth Lakeview	Yes	39520F10CA03200		7620 810 N 9TH ST	0.2	\$23,270	\$111,900	4,0	583,680
Forth Lakeview	Yes	39520E 10CA03300		7630 857 N H ST	0.71	\$4:1,060	\$62,5.10	1.4	\$83,060
forth takeview	Yes	39520E10CA03400		7690 949 N 97H S1	0,3	593,440	\$76,670	2.4	S102 57
forth Lakewarw	Yes	39520E10CA0350D		7630 90% N. 9TH ST	0 15	523,970	\$50,300	2.5	561 93
forth Lakeview	Yes	39520E10CA03600		7630 UNDETERMINED ADDRESS	0,16	524,980	\$4,590	0.2	512,390
Jorah Lakevilliw	"Y@S	39S20E10CA03700		7630 919 N 9TH ST	0.13	524,960	\$66,920	2.7	\$69,66
Vorth Lakeview	Yes	39520E10CA03800	9	7630 937 N 5TH ST	0,4	\$34,950	\$145,260	4,2	\$94,75
North Lakeview	Yes	39S20E10CA03801	9	7630 929 N 9TH ST	0.2	\$28.270	\$74,890	2 6	\$75,550
North Lakeview	Yes	39520E10CA03900	9	7630 BUS N JST	0.13	\$21,770	\$59,670	2,7	\$59,32
Yorth Lakeview	Yes	39520E10CAQ-1000	9	7630 938 N. STH ST	0 13	521,770	\$60,500	2.8	\$60,15
forth Lakeview	Yes	39570510CA04100	9	7630 930 N 8TH ST	0 13	\$21,770	\$35,210	1.5	\$40,21
orth Lak I view	Yes	39520E1 (CAO 120)		7424 928 N 8TH ST	0.13	521,770	\$70,380	3 2	\$61,41
Vorth Lakeview	Yes	39\$20E10CA04300		7630 920 N 8TH ST	0,13	\$21,770	SEO,680	2,8	\$56,67
iorth Lakeview	Y-25	39520E10CA04100		7630 912 N 8TH ST	0.13	\$21,770	\$60,450	2.8	538 24
Porth Lakeview	Yes	39S20E10CA04500		7630 906 N 8TH ST	0,15	524.980	586.2410	3.5	\$56,51
North Lakeview	Yes	39S20E10CA04600		7408 8.18 N 8TH ST	0 13	\$21,770	\$59,570	2 7	\$117,911
lorth Lakeview	Yes	39S20E10CA04700		7630 840 N 8TH ST	0,15	\$23,970	\$26,280	1.1	\$36,84
forth Lakevinss	Ye	39520E10CA01800		7630 830 I: 8 IH 51	0.1	\$28,270	\$101.390	3.5	594.80
orth Lakeview	Yes	B9SZ0E1QCAG49GU		77630 824 N 8TH ST	0.17	\$25,910	\$19,550		
io ith Lakevie w	Yes	39S20E10CA04900		7 510 824 1 81 H 51	0,14	545,550		9,P	\$35,09
Vorth Lakeview	Yes			17690 826 N 8TH ST	0.17		52,030	0.0	52.0%
North La leview					0.17	\$25,910	\$8,830	0,9	529,61
	Yes	39520E10CA0-1901P1		2724 N. 81H ST		50	\$2,430	0.0	\$2.350
North Lakeview	Yes	39520E10CA05000		7530 777 N H S	0.21	\$38,910	557,430	2,0	\$51,67
North Lakev e A	Yes	39SZ0E10CA0 100		7 BO 319 N 8TH ST	0 13	5.21 770	\$66.8.40	3 1	561.91
North Lakeview	Yes			7530 825 N 8TH ST	0,13	\$21.770	\$31,630	3.8	\$79.79
orth takeve w	Vits.	39S20E10 A0 -3C0	9	076 10 133 1. STH ST	0.1	526,770	\$100,390	3.8	58-1,33
Yorth lakeview	Yes	39520E1QCA054Q0	9	7630 847 N 8TH ST	0.24	\$90,470	\$51,980	3.0.	\$67,67
North Lakingiaw	Yilli	39527210 A04541		1783D 905 N 91H 91	0.137	521,770	141,410	2.1	\$10.58
Charles of a few alternation	Yes	39\$20E10CA0 E600				\$21,770			
North Lakeview	123	20070777777		7690 915 N 8TH ST	0,13	241.744	\$22,250	10	\$15,94

107 of 187

09/21/2023

Neighborhood	In URA	Map and Tax Lot	ZIP	Sittrs	Acres	MKT_Land	MKT_Imp	I:L Ratio	AV
orth lakeview	Yes	39S20E10CA0S800		93610 929 N 8TH ST	0.13	\$21,770	\$24.800	1.1	\$36.960
orth Lakeview	Yes	39S20E10CA05900		97630 780 N J ST	0.26	531,140	\$102,290	3 3	597,740
orth Lakeview	Yes	39520E10CAQ6000		97140 790 N JST	0.13	\$21,770	\$42,040	1,9	\$23,970
orth Lakeview	Yes	39S20E10CA06100		97630 948 MILLVIEW	0.2	\$28,270	\$93,020	3 3	\$92,380
orth Lakeview	Yes	39S20E1QCA06200		97630 938 MILLVIEW	0.21	\$28,910	\$57,510	2,0	\$69.570
orth Lakeview	Yes	39S20E10CA06300		97630 928 MILLVIEW	0 17	\$25.910	\$69,690	2.7	\$63,960
orth Lakeview	Yes	39S20E10CA06400		97630 918 MILLVIEW	0.17	525,910	\$98,220	3.8	\$74,480
orth Lake-view	Yes	39S2GE10CA06500		97630 905 M LLVIEW	0 17	525,910	\$113,950	4.4	\$102.420
orth Leceylew	Yes	39520E10CA06600		89103 652 MILLVIEW	0.17	\$25.910	977,620	3.0	\$77,630
orth Lakeview	Yes	39S20E10CA06700		97424 840 MILLVIEW	0 17	\$25.910	\$72,500	28	\$76.710
lorth Lakeview	Yes	39520E10CA06800		97630 832 MILLVIEW	0.17	\$25,910	\$73,070	2.8	\$72,480
orth Lakeview	Yes	39S2CE10CA06900		97630 822 MILLVIEW	0 17	\$25.910	\$72,530	2.8	\$68,100
orth Lakeview	Yes	3952GE10CA07000		97630 814 MILLVIEW	0.17	\$25,910	\$33,610	1,3	\$50.800
orth Lakeview	Yes	3952CE10CA07100		97630 763 N H ST	0 17	\$25,910	\$106,700	4.1	\$87,900
orth Lakeview	Yes	39S20E1CCA07200		57739 764 N H ST	1.26	561,430	\$107,380	1.7	\$159,520
Iorth Lakeview	Yes	39S2CE1CCA07200		97739 7641 N H #08 ST		SO	\$2.020	0.0	\$2,020
orth Lakeview	Yes	39S2CE10CA07200		97739 764 N H #10 5T		SO	\$2,550	0.0	\$2,550
Iorth Lakeview	Yes	3952CE10CA07200		97739 764 N H #15 ST		SO	\$2,100	0.0	\$2,100
orth Lakevlaw	Yes	39520E10CA07200		97739 764 N H ST		SO	\$3,020	0.0	\$3,020
forth Lakeviely	Yes	39S2GE10CA072G0		97739 764 N H #19 ST		\$0	\$1,210	0.0	\$1,210
enth Lakeview	Yes	39520E10CA07300		97739 UNDETERMINED SITUS ADDRESS	0,15	\$23,970	\$0	0.0	
akeview Lumber									\$11,010
akeview Lumber	Yes	39S20E10CC00100		82-450 UNDETERMINED SITUS ADDRESS	20.78	\$181,040	\$84.070	0.5	\$172,390
akeview Lumber	Yes	39S20E10CC002Q0		97478 545 NJ ST	0.15	\$23,970	\$3.760	0.2	\$27,500
akeview Lumber akeview Lumber	Yes	39S2GE10CC00201		97630 541 N J ST	0.18	\$26,770	\$23,560	0.9	\$29,560
THE RESERVE THE PARTY OF THE PA	Yes	3952CE1QCCQQ201		97630 541 N J ST		\$0	\$35,950	0.0	\$35,950
akeview Lumber	Yes	39S2CE10CC00300		97630 541 N J ST	0 19	\$17,020	\$0	0 0	\$13,190
akeview Lumber	Yies	39SZ0E1QCC00400		97630 539 N J ST	0.18	\$26,770	\$56,890	2.1	\$61,260
akeview Lumber	Yes	39S2CE 10CCG0S00		97630 531 N I ST	077	\$34,300	580.170	2 3	S111_1C
akeview Lumber	Yes	3952GE1QCCQ06Q0		97622 505 N J ST	0.29	532.010	533.760	1.1	\$53.860
akeview Lumber	Yes	39S20E1CCC00700		97630 535 N J ST	0.15	\$23,970	\$43,930	1 8	\$44.340
akeview Lumber	Yes	39520E10CCQ0701		97630 515 N J ST	0.15	\$23,970	\$57,570	2.4	\$57,430
akeview Lurnber	Yes	39S20E1CCC00702		99362 525 N J ST	0 16	\$24,980	\$79,210	3 2	\$68,020
akeview Lumber	Yes	39520E10CC00800		97630 425 N J STREET	0.26	\$28,330	\$96,470	3.4	5119,37
akeview Lumber	Yes	39520E10CC00803		98595 1018 N 41H ST	0.3	532,440	\$1.35,010	4.5	\$109.49
akeview Lumber	Yes	3952@E10CC00B05		97620 1122 NQ, J STREET	0.16	\$24,370	\$48,230	2,0	\$72,600
akeview Lumber	Yes	39S20E10CC00807		97630 UNDETERMINED SITUS ADDRESS	0.01	51,640	SO	0.0	\$1,320
akevlew Lumber	Yes	39520E10CC00809		97630 UNDETERMINED SITUS ADDRESS	0,05	\$7,800	50	0.0	\$3,280
akeview Lumber	Yes	39S20E10CC00899		197530 UNDETERMINED SITUS ADDRESS	0.03	\$6,310	SO	0.0	\$5,060
akeview Lumber	Yes	39520E10CC0090Q		97630 1028 N 5TH ST	0,07	5151S3C	\$103,570	6.2	\$97,360
akeview Lumber	Yes	39520E10CC01000		97630 UNDETERMINED SITUS ADDRESS	0.48	336,710)	535,110	1.0	555,920
akevlew Lumber	Yes	39S2GE1QCC01001		97630 UNDETERMINED SITUS ADDRESS	0.02	\$3,230	\$0	2.0	52,140
akeview Lumber	Yes	39520E10(C01100		97530 1100 NO 4TH ST	0.62	35,250			
akeview Lumber	Yes	39520E100C01000		97630 1130 NORTH 4TH ST.			\$117,350	20	S156.76
akeview Lumber					0.61	\$36,900	594,490	2.5	S85 200
	Y 25	39S2CE1 (CCO 1-10)		82450 UNDETERMINED SITUS ADDRESS	1178	\$1.42,720	5.43,830	0.3	516651
9. 140 ! 140	Yes	89520E1GCD0700Q		97503 811 N 6TH ST	0,5	\$37,050	9207,270	5,6	\$173,23
	Yes	39S20E10CD07C01		97530 UNDETERMINED SITUS ADDRESS	0.02	\$3,820	50	0 C	5170
1. 140	Yes	39S20E10CD07100		97530 S33 N H ST	0,2	\$28,270	\$97,480	3,4	\$87,430
140	Y-25	395205120007 01		97530 523 N H ST	0.18	\$25 770	\$100,140	3 7	576.830
140	Yes	39520E10CDG7200		97630 S11 N H ST	0 21	528,910	\$27,230	0.9	339,980
1 140	Yes	39520E10C 07400		97630 511 N H (B,ACX PART) 57	0 3 2	\$33.1 0	5140	0.0	\$15 910
V. 140	YES	39520E10CD074G1		97590 UNDETERMINED SITUS ADDRESS	0.32	\$33,150	St	0.0	\$17,980
1 140	Yes	39SZ0E10CF07402		976 3C 335 N 6TH ST	0.33	533,450	\$150,310	4.5	\$13-4,56
1.140	Ves	39520E10CD07800		97830 UNDETERMINED SITUS ADDRESS	0,0%	\$7,563	50	0.0	\$2,000
1.10	Yes	395205100007802		97630 917 N 6TH	0 33	533,450	574,650	2.2	584,160
1. 140	Yes	39520E10CD07803		97650 907 N 6TH	0,3	\$92,44.0	\$24,950	0.8	\$36,490
: 1.40	Yes	39520E10CD07900		97630 528 1/2 N / ST	0 6	539,43C	52.75,62C	7 0	5227 17
v. 140	Yes	39520E10CD07902		97630 931 N 6TH ST	0,16	\$24,980	S46,130	1.8	599,840
N 140	Yes	39 S20E 1 OCI) 08 00 0		97630 518 N I	0.48	\$36,710	\$86,250	2.3	\$86,160
4. 1.10	Yes	39520E10CU08001		97630 520 N I	0.46	\$26,150	\$168,940	6,5	\$154,4.7
1 140	Yos			97601 514 N J ST	0.13	\$21,770	52-3 700	1.1	\$35,150
V. 140	Yes			97630 SQ5 N J S T	0,25	\$31,140	S81,95Q	2.6	\$87,720
1 140	Yes	39S20E10CD08300		97630 UNDETERMINED SITUS ADDRESS	0.2	523/470	50	0.0	523.470
V. 140	Yes			97630 UNDETERMINED STUS ADDRESS	0.2	\$17,700	554,300	3.1	
1.10	Yes	39520E10CE03500		97630 954 N 4TH ST	0.2				\$72,000
V, 140	Yes			97630 934 0 47H 5T		\$25,910 \$10.75r	\$108,990	4.2	\$91,270
1 140		39520E10CD08700		97630 930 N 4TH ST	0.11	\$19,290	\$27,960	1,4,	\$34,570
	Yes				0.2	\$28,270	\$154,530	5.5	\$130,31
V. 140	Yes			97630 UNIDETERMINED SITUS ADDRESS	0,33	\$20,540	\$6,780	0.3	\$25,570
1 1.40	Yes			97630 UNDETERMINED SITUS ADDRESS	0 15	\$12.210	SO	0.0	\$12,21
1,140	Yes			97550 910 N4TH ST	0,68	\$64,170	\$144,860	2,3	\$196,30
140	Yes			97038 828 N - 11H ST	1.12	\$113.850	\$104,930	0.9	\$218,7.9
. 140	Yes			97540 816 N 4TH ST	0.23	\$30,020	\$87,180	2.9	\$76,67
140	Yes	39S20E10CDC94:00		97630 806 N. ATH ST	0.14	5_7_560	\$96,450	3 5	\$73,94
1.140	Yes			97639 425 N H Sī	0.18	\$26,770	\$68,200	2.5	\$55,38
: 140	Yes	39520E10CD09600		97630 437 N H ST	0.21	\$19,890	S108670	5.5	\$89.15
1.140	Yes			97630 505 N H ST	0.21	\$28,930	\$97,420	3.4	\$98,39
N 1-40	Yes	39S20E10CD09800		97630 436 N H ST	0 14	522.89C	\$85,420	3 7	\$64,11
1. 140	Yes	39S20E10CD09900		97630 728 N STH ST	0.18	\$16,310	\$0	0,0	\$15,40
140	Yigs			97630 UNDETERMINED SITUS ADDRESS	0.3	\$38 \$90	SO	0.0	\$36,32
4, 140	'/es			97630 728 N 41H ST	0,18	\$25,810	\$62.230	2.3	\$62.73
1 140	Yes			97630 UNDETERMINED SITUS ADDRESS	0.02	\$3,230	SO	0.0	\$3,070
N. 140	'/es			94991 UNDETERMINED SITUS ADDRESS					
1.40					0.41	\$73,130	\$954,530	19.3	5992,04
	Yes Ves			94931 716 N 47H	0 33	\$41.810	90	0.0	541.81
V. 140	Yes			94931 UNDETER MINED SITUS ADDRESS	0.01	\$1,540	\$0	0.0	\$190
Down and Consider	Yes			97E30 5.24 N G 5T	1,43	579.450	\$1,147,170	14.4	51.336.8
Downtown Corrid	Yes			95173 414 N G	0.78	591,910	\$1,191,300	13.1	51 282,3
Download Combin	Yel			97830 ANENDRING ST		574.650	£101.870	3.6	D11

Neighborhood	ln URA	Map and Tax Lot	ZIP Situs	Acres	MKT_Land	MKT_Imp	I:L Ratio	AV
Downtown Corridor	Yes	39520E10CD12101	89503 411 N F	0.24	\$33,320	\$241,010	7.2	\$252,330
Ocwntown Corridor	Yes	39520E10DC0130()	97708 UNIDETERMINIED SITUS ADDRESS	1.22	\$50,050	5329 710	6.6	\$362.120
Downtown Corridor	Yes	39520E15AB00101	97630 318 N F	1.09	\$124,040	\$627,340	5,1	5719,870
Downtown Corridor	Yes	39S20E1SAB00300	97708 UNIDETERMINIED SITUS ADDRESS	0.38	\$24.510	5255,240	10 4	\$279,750
Downtown Carridor	Yes	39S20E15AB01500	75380 244 NORTH F ST.	1.2	\$136,560	51,025,840	7.5	\$1,113,430
Downtown Corridor	Yes	39S20E15AB01600	75380 UNDETERMINED SITUS ADDRESS	017	575.830	\$39,520	0.5	\$115,500
Dewntown Corridor	Yes	39520E15AB01700	75980 UNDETERMINED SITUS ADDRESS	0.25	\$34,270	\$17,070	0.5	\$51,340
Downtown Corridor	Yes	39S20E15A801800	97630 S08 N 2ND	0 26	\$35,200	\$252,330	7.2	\$287.530
Downtown Corridor	Yes	39\$20E15AB02400	97636 UNDETERMINED SITUS ADDRESS	0.05	\$12.780	50	0.0	\$8,570
Downtown Corridor	Yes	39520E1SA802500	97630 UNDETERMINED SITUS ADDRESS	0 01	\$1.760	50	0.0	51,760
Downtown Corridor	Yes	39S20E1SAB02600	97696 410 NORTH 1ST ST.	0.33	\$23,330	SO	0.0	529,330
Downtown Corridor	Yes	39520E 1SAB02700	97630 126 N E ST	0 09	524,810	\$206.340	8 3	\$221.120
Downtown Car-Idor	Yes	39\$20E15AB02800	97620 120 NORTH E ST,	0.05	\$15,590	560,310	3.6	\$75.900
Downtown Corridor	Yes	39520E1SAB02900	97630 112 H E S7	0.05	\$ 15,590	5234 790	1-1 2	5235,270
Downtown Corridor	Yes	39520E15AB03000	97630 108 NORTH E ST.	0.11	S26,470	5248 110	9.4	
Downtown Corridor	Yes	39520E15AB03100	97630 102 NORTH E ST	0.09	\$24,810	\$129,100	5.2	\$268,284
lowntown Corridor	Yes	39520E15AB03200	97630 508 N 15F					\$137,690
Downtown Corridor		39520E15AB03300		0.2	\$41,320	\$159,470	3.9	\$203,790
Downtown Corridor	Yes		97630 115 NORTH E ST	0 CS	\$10,890	\$1.40,740	12 9	S144 830
	Yes	39S20E15AB0340Q	97690 117 NORTH E ST.	0.05	\$10,890	\$130,260	12.0	\$133,340
Downtown Corridor	Yes	39520E15A803500	98101 125 NORTHE ST	0 04	\$13,410	50	CO	\$13.410
Downtown Corridor	Yes	39520E15A803600	98101 125 N E	0,06	\$19,690	\$907,100	46.1	\$874,850
Downtown Corridor	Yes	39S20#1SA803700	98101 UNDETERMINED SITUS ADDRESS	0 2	5=1.320	50	0 0	\$41,320
Downtown Corridor	AG2	39\$20E1\$AB03800	77056 518 NORTH 15T ST.	0.2	\$41,320	\$415,760	10.1	\$432,640
Downtown Corridor	Yes	39520E15AE03900	97630 531 NORTH 1ST ST	0.03	\$11.170	\$57,410	5 1	\$62,500
lowntown Corridor	Yes	39520E15AB04000	97630 525 NORTH 1ST ST.	0.07	\$10,240	5135,590	13.2	\$159.180
Oowntown Corridor	Yes	39S20E15A804100	97630-0021 526 CENTER ST	0 33	\$54,040	594,310	1.7	\$142,670
lowntown Corridor	Yes	39S20E15ABC420U	97603 2S N E ST	0.09	\$24,810	\$105,220	4.2	\$130,030
owntown Corridor	Yes	39520E1SAB04300	97630 15 N E	0 11	\$26,470	599,440	3 3	\$125.910
pwntown Corridor	Yes	39\$20E1\$ABU44CQ	83709 11 NORTH E STREET	0.05	\$10,890	\$79,910	7.3	\$90,800
owntown Corridor	Ye2s	39S20E15AB04S00	97630 7 N: E	0.04	513,410	599,870	7.4	\$88,820
lawntown Carridar	Yes	39520E15AB04600	97690 1 N E ST	0.11	\$26,470	\$135,970	5.1	\$88,640
Owntown Corridor	Yes	39520E15AB04700	97630 4 N E ST	01	525.810	\$120,330	1.7	\$146,140
lawntown Carridor	Yes	39S20E15ABG4800	97690 8 N E ST	0.05	\$19,690	573,110	3.7	\$51,412
Downtown Corridor	Yes	39520E15ABC4900	97630 12 N E ST	0.06	519,690		2.9	
Downtown Corridor	Yes	39520E15A805000	97630 18 NO E ST	0.96		\$57.570		\$74,120
lovatown Corridor	Yes	39520E15/\805100	97702 26 N E ST		\$19,690	597,A:10	4,9	\$112,150
Downtown Sprider	Yes			0 04	\$ 13.410	\$33,620	6.2	\$92,890
		99520E15A805200	97703 26 N E ST	0.06	519,690	\$96,360	4.9	\$111,140
Downtown Corridor	Yes	39520E 15AB0S300	97.108 A11 N 1ST ST	0 0-1	\$10,380	\$107,180	10 3	\$72,720
Dawntown Corridor	Yes	89520E15AB05400	97013-9173 405 N 13T ST	0,05	\$15,230	\$76,300	5.0	\$67,600
Downtown Corridor	Y-25	39520E15AB05500	97630 .10 CENTER SI	0.31	\$39,360	5107,170	2 7	\$140,440
Llowntown Corridor	Yes	99S20E15AB05700	91755 100 N Q ST	0.62	\$36,540	\$275.490	7.6	\$288,090
Downtown Corridor	Yes	39520E15AB05800	91741 UNDETERMINED SITUS ADDRESS	0.77	\$11.390	\$9 610	0.8	\$14,810
Downtown Corridor	Yes	3952DE1SAB05900	95828 193 N D ST	0,17	\$90,130	551,070	1.7	\$47,270
Downtown Corridor	Yes	39S20E15ACC0500	17756 UNDETERMINED SITUS ADDRESS	0.14	514,130	50	0.0	\$13,430
Zowntown Carridar	Yes	99810F15,AC00600	97630 835 CENTER ST	0.14	\$14,130	\$47,840	3.4	\$61,125
Downtown Corridor	Yes	39520E 15 AC00700	97630 -111 CENTER ST	0.1.0	\$14,130	5101,510	7.2	\$112,406
Dawntown Carridar	Yes	39620E15AC.00800	97.428 1 5 E	0.12	\$27,820	\$313,150	11.5	\$646,980
Downtown Corridor	Ye 5	39%20E1%AC00900	95608.9 5 E ST	30.0	\$15,390	51 02 870	6.7	\$115,413
Downtown Corridor	Yes	39530E15AC01000	97756 19 S E SF	9.1	\$12,140	\$142,220	11.7	\$145,870
Downtown Corridor	Yes	39520E 15AC01 100	97893 23 S E ST	0 07	\$14,280	525,500	1.8	539.7%
Downtown Carridor	Yes	39\$20E1\$AC01200	97636 27 SQ E ST	0,07	\$10,2-10	\$121,680	11.9	\$27,770
Downtown Corridor	Yes	39520E15AC0+300	5763 UNDETERMINED SITUS ADDRESS	0.06	\$9,270	5125 340	13 6	\$13,430
Bowatown Corridor	Yes	39520E15ACD1500	97630 109 S F	0,23	\$45,860	\$118,200	2.6	\$164,060
Doventown Corredor	Yes	39520E15Ac (20600	97630 UNDETERMINED SITUS ADDRESS	0.23	\$18.380	\$11,770	0.6	\$30,150
Downtown Carridor	Yes	99520E15AC01700	97690 118 3QUTH E ST	0.12	\$13,090	\$37,410		
Dolvet we Corridor	Yes	39 1/0F15AC01800	97630 IUN DETERMINED SITUS ADDRESS	013			2.9	\$50,500
Downtown Corridor	Ves	99520E15AC01900	97650 138 SOUTH E ST		\$15,310	\$7,640	0.5	\$23,950
				0.11	\$12,450	557,250	4.6	556,520
Downtown Corridor	Yes	39S20E15ACC2000	97630 13 3 S E ST	0.21	528,910	\$117,400	4.1	\$79,210
	Yes	39520E15ACC2100	9/690 199 \$ F \$1	0,75	\$30,850	\$155,210	5,0	\$94,250
Downtown Corridor	Yes	39\$Z0E15BAU0300	97630 24 S MORTH F	0 18	\$ 22,490	\$764,800	3.1 0	\$70,1=0
Downtown Corridor	Yes	39520E15BACC400	97630 UNDETERMINED SITUS ADDRESS	0,15	514,520	\$8,940	0.6	\$29,460
Downtown Corridor	Y+45	3952GE158A00500	97630 223 NORT F ST	0.09	\$16,280	\$125,540	7.8	\$135,790
Downtown Carridor	YES	395202158,400600	97690 20.9 N F S1	0.24	\$47,280	5289 960	5,1	\$322,910
Downtown Corr Idor	YIS	395=0E15BA00700	97630 630 N 2ND	0.16	\$24,980	\$€::,1GC	2.8	563,470
Downtown Carador	Yes	39920E158A00701	97690 UNDETERMINED SITUS ADDRESS	0.16	\$25,320	90	0.0	\$25,320
Downtown Corridor	Yes	39520F15BA00800	97630 UNDETERMINED SITUS ADDRESS	0.09	\$12,630	\$57,670	16	567,090
Downtawn Corridor	Yes	99520E15BA00900	97630 280 NORTH G	0,17	\$25,910	\$152,720	5,9	\$110,590
Downtown Corrugar	Yos	39520E158A01000	97 130 TOWN, OF LAKEVIEW	0.14	\$22,890	\$11,940	:0 S	\$16.370
Downtown Corridar	Yes	39520E15BAC1100	97690 TOWN OF LAKEVIEW	0,14	\$14,130	\$9,490	0.7	\$23,094
Downtown Corridor	Yes	39520E15BA01200	97 30 251 NORTH F ST	0.14	\$30,010	\$28.280	0.9	554 920
iawntawn Carrider	Yes	39520E15BAU1_01	97630 351 NORTH F ST	0,08	\$15,990	520,781	0.7	\$26,170
Downtown Corridor	Yes	39520E1 58A01202	97630 24 NORTH G ST	0.15	\$14.520	56 100	0.7	520 620
Duwntown Corridor	Yes	39S20E15HA 11202F1	97630 242 N G ST		SG	\$2,750	0.0	\$1,750
Downto.vn Corridor	Yes	395201158401300	97630 301 NORTH 6 ST	0.21	\$35,050	50	0.0	\$39 (50
Daymawn Car Idai	Yes	39520E15BA9140Q	95642 308 N G ST	0.06	511.470	\$42,790	3,7	
Downto.in Corridor	'Yes	30520E15BA01402	97630 UNDETERATIVED HTUS ADDRESS	0.06				\$33,570
Downtown Carridor	Yes	39520E15BA01500			\$7,72	\$12.590	29	\$10,710
Downtown Corr dor			97630 533 NORTH F ST	G.55	\$34,250	5455,600	19.9	\$457,550
	Yes	39520E 158A01600	97630 639 1 17	0.15	\$24,790	\$53.160	2.1	572 550
Dovato vn Cattldar	Yes	99820E15BA017C0	97601 715 NORTH 4TH	0,34	\$55,520	\$185,060	3.0	\$173,470
Downtown Corridor	Yes	395 2CE 15 BAQ 19 BO	97317 335 N G STREET	0.24	\$30,470	\$87,980	2.5	\$86,720
Jovenswn Carridar	Yes	395745158401900	50193 UNIXETER INED SITUS ADDRESS	0,58	\$45,260	\$0	0.0	\$25,748
Downtown Corridor	Yell	395 OF1 BA0 700	9750 UNDETERMINED SITUS ADDRESS	dite.	\$24,370	\$0	0.0	\$22,490
	Ye)	99520E15BA0230Q	97690 UNDETERMINED SITUS ADDRESS	0.29	\$37,800	\$0	0.0	\$97,800
Downtown Corndor	1 % 7							
	765	395 ME158 40 24 00	9783V 11E N G	0.57.	\$83,010	5374,550	5.9	
Downtown Corndon Downtown Corndon Dawntown Corndon								\$418,710 \$94,254

109 of 187

Neighborhood	In URA	Map and Tax Lot	ZIP Situs	Acres	MKT_Land	MKT_lmp	1:L Ratio	AV
Downtown Corridor	Yes	39520E1SBA02601	97603 740 NORTH 2ND ST.	0,23	\$19,650	\$243,370	124	\$251,630
Downto, vn Corridor	Yes	39S20E1SBA02700	89701 232 N H ST	0.28	\$31,5.10	\$97.990	3 1	\$84.640
lowntown Carridar	Yes	39520E15BA02800	83619 240 N H ST	0.17	\$25,910	\$37.540	1.4	\$58,112
Downtown Corridor	Yes	39520E15BA02900	97630 242 N H ST	0 17	\$25,910	\$70.900	2 7	571,450
Downtown Corridor	Yes	39520E15BA03000	97630 301 NORTH G ST	0.81	572,160	5918,660	12.7	\$990,820
owntown Corridor	Yes	39520E1SBA03100	60192 UNDETERMINED SITUS ADDRESS	0.4	\$30,610	SO	0.0	\$30,610
lowntown Corridor	Yes	39520E15BA03200	97630 330 N H ST	0.2	\$26,270	\$53,8-10	1.9	\$55.010
Downtown Corridor	Yes	39520E156A033CC	97630 338 N H ST	0 21	\$28,910	\$62,900	2.2	\$48,390
lowntown Corridor	Yes	39520E158AC3400	97601 729 N ATH	0.18	\$34,650	\$0	0,0	\$12,070
Downtown Corridor	Yes	39520E1SBA03500	97601 739 N 4 TH ST	0.18	\$26,770	50	0.0	\$13,800
Downtown Corridor	∀es	39520E158A11600	97720 729 N 2ND	0.17	\$25,610	\$120,560	4,7	\$139,900
Downtown Corridor	Yes	39S20E1SBA11700	97630 731 N 2ND ST	0 19	\$27,560	\$132,250	4.8	\$107,900
Jowntown Carridor	Yes	39520E158A118C0	97601 123 N G	0.24	\$33,320	\$305,240	9.2	\$336,560
Downtown Corridor	Yes	39520E1SEA11900	97630 103 № G ST	0.24	\$20,260	\$177,950	8 3	5189,190
Downtown Corridor	Yes	39520E15BA120CC	97630 738 N 1ST	0.15	\$24,980	\$305,690	12.2	\$223,260
Downtown Corridor	Yes	39520E1SBA12001	97630 726 N 1ST ST	0 16	\$14,820	\$84,650	5.7	599,470
Downtown Carridor	Yes	39520E15BA12100	97 603 UNDETERMINED SITUS ADDRESS	0.46	\$32,370	\$988,130	12,0	\$240,420
Downtown Corridor	Yes	39S20E1SBA12200	97630 733 N 1ST ST	0 15	523,870	\$176,310	7.4	\$191.890
la wntown Corridor	Yes	39520E15BA12300	97600 11 NORTH G ST	0.58	\$35,230	\$415,410	11.8	\$450,640
Downtown Corridor	Yes	39S20E1SEA12400	97630 628 N 1ST	0.30	\$10,170	\$93,860	9.2	
Downtown Carridor	Yes	39520E15EA12500	97630 628 W 15T ST	0.05	\$10,170		7.6	\$102,014
Downtown Corridor	Yes	39520E15EA12600	97601 628 N 1ST			\$82,440		\$89,180
lowntown Carridar	Yes	39S20E1SBA12700		0 15	\$30,850	\$177,510	5 8	\$204,238
			97630 120 N G	0,08	\$15,390	\$46,090	9.0	\$61,480
Downtown Corridor	Yes	39520E158A12800	96130 UNDETERMINED SITUS ADDRESS	0 08	\$15,390	\$3,760	0.2	\$19,150
Downtown Carridar	Yes	39520E158A12900	96130 111 NO F ST	0,2	\$41,320	\$169,670	4.1	\$200,890
Downtown Corridor	Yes	39520E158A13C00	96130 119 NORTH F ST	0 1	\$25,810	\$166,930	6.5	\$182,010
lowntown Corridor	Yes	39520E15BA13100	97630 101 NORTH F ST.	0.1	\$25,810	\$220,270	8,5	\$255,390
Downtown Corridor	Yes	39S2CE1SBA13200	97630 28 NORTH G ST	0 21	\$42,890	\$146,540	3 -1	\$181.730
Downtown Corridor	Yes	39S20E15BA13300	97630 12 NORTH G ST.	0.21	\$18,380	\$300,100	16,3	599,200
Downtown Corridor	Yes	39520E15BA13400	97630 3 NORTH F ST	0.09	\$11,670	\$108,730	9.3	559.480
Downtown Carridor	Yes	39520E15BA13500	97401 9 NORTH F ST	0.06	\$12,920	\$104,310	8.1	\$113,238
Downtown Corridor	Yes	39520E158A13600	97630 21 NORTH F ST	0.06	\$12,920	\$66,490	5 1	\$77,531
Downtown Carridor	Yes	39520E15BA13700	97217 4442 1.5NF ST	0.05	\$10,890	568,680	6,3	\$75,251
Downtown Corridor	Yes	39520E15BA13800	97630 21 NORTH F ST	0 1	\$25,810	\$89,660	3.5	5110,730
Downtown Corridor	Yes	39520E15BA13900	97630 277N F ST	0.05	\$10,890	\$65,9G0	5,1	\$69,580
Downtown Corridor	Yes	39S20E1SBB0360C	97507-7410 1303 NO 4TH ST	1 96	\$157.150	\$\$27,160	3.4	\$610,380
Dawntown Corridor	Yes	39520E158Q00100	79386 610 S 1ST ST	0.19	S27,5E0	\$98,700	1.4	\$58,927
Downtown Corridor	Yes	39\$20E1\$BD00200	97630 2-1 SOUTH F ST	0 09	\$ 19,200	\$67,440	3 5	577.3EC
Dawntown Carrider	Yes	39520215BDQG300	97630 UNDETERMINED SITUS ADDRESS	0.06	\$15,230	\$1,04,120	6.8	6114,140
Downtown Corridor	Yes	39520E158D0C400	97630 14 SOUTH F ST	0.08	\$18,140	586,360	4 8	5103.79.1
Downtown Corrider	Yes	3952QE15BC00500	97690 509 CENTER 57	0.14	\$23,230	581,230	3,5	3101,907
Downtown Corridor	Yes	39520E15B000600	97630 619 CENTER	0.12	\$21.530	50		
Downtown Corridor	Yes	39520E15BD0070C	97637 629 CENTER	0.07	\$ 5.830	\$137,010	0.0	\$21,530
Downtown Corridor	Yes	39S20E15BD00800	23-17 UNIDETERMINED ADDRESS	0.07				\$147,824
Downtown Corridor	Yes	39520E15BD00900	2547 17 SOUTH G ST	0.05	\$2,680	\$30,590	13.7	\$39,270
Downtown Corridor	Yes	39S20E15BD01000			\$=0,930	\$58,090	5,6	\$65,C&C
Downtown Corridor	Yes	39520E15BDG1100	95101 25 S G ST	0 19	512,630	574.250	5 9	58 915
Central Lakeview			97630, 35 G STREET SOUTH	0.12	521,530	\$81,930	3.8	\$103,450
	Rev 1	39520E15DB03C00	97530 558 S E ST	0.2	518,910	\$79,660	2.8	S53 S-1
Central Lakeview	Rev1	39S20E15DBG31CG	97630 535 S F ST	0.14	\$22,890	\$54,290	2.4	\$38,370
Central Lakeview	Rev 1	39520E15DE03200	97630 525 S F	0.17	\$25.910	\$141,340	5.5	\$105,830
Central Lakeview	Rev 1	39520E1SDB033C0	97630 S48 S F ST	0.18	\$26,770	5119,-180	4,5	\$85,140
Central Lakeview	Rev 1	39520E15E)BC34UC	97630 538 5 E ST	0.36	534,200	\$110.610	3/2	579.110
Central Lakeview	Rev 1	39S20E15DB03500	97910-0073 515 S F ST	0,36	\$34.200	\$78,550	2.3	561,720
Central Lakeview	Rev 1	39520E15DB036C0	89103 S19 S STH ST	0.05	\$9_430	\$37,850	4.0	\$3.7,750
Central Lakeview	Rev 1	39S20E15DB036C1	97690 523 S STH ST	0,17	535,910	S65 770	2,5	\$45,770
Central Lakeview	Rev 1	39S20E 1SDB037CG	97630 508 S 5 TH ST	0.09	\$16,500	\$125.080	7 6	\$91,91
Central take view	Rev 1	39970E12DB038C0	97630 462 S L ST	0.14	\$22,890	\$191,700	B, d,	\$122,340
Central Lakeview	Rev 1	39S20E15DE039C0	9/630 452 S E ST	0 14	522,890	\$142.930	6.2	\$95,050
Central Lakeview	Rev 1	19520E15DB049C0	97630 451 S F ST	0.18	\$26,770	\$62,450	2.3	\$62,240
Central Lakev, e.w	Rev 1	39S20E15DB05CC0	97630 455 S F	0.09	\$15,500	\$136,590	8.3	\$96,090
Central Lakeview	Rev 1	39520E15D8051C0	97630 524 S 5TH 5T	0.14	\$22,690	\$36,050	1,6	\$37,460
Central Lakeview	Rev 1	39S20E15DC01400	97630 73-1 SO E ST	017	\$40,450	\$187,150	3.6	\$141,000
Sentral Lakeview	Rev1	39570E1SDCU1401	97630 748 SO E ST	0.18	\$42,050	\$294,800	7.0	\$221,840
Central Lakeview	Rev 1	39\$20£1\$DC01402	97124 UNDETERMINED SITUS ADDRESS	0.18	\$42,060	SO	0.0	\$13,500
Central Lakeview	Revi		97124 UNDETERMINED SITUS ADDRESS	6.0	\$54,850	50	0.0	\$15,760
Central Lakeview	Rev 1	39\$20E1\$DC01:04	97630 794 S £ ST	0 29	554,210	\$227 980	.1.2	\$1.42,800
Central Lakeview	Rev1		97630 828 SQUTHE	0,3	\$54,850	\$251.480	4,6	\$171,610
Central Lakevie a	Rev 1		97630 836 S E ST	0,5	552,940	\$200,340	3 2	
Central Lakevievy	Rev 1		96003 UNDETERMINED SITUS ADDRESS	0,23	\$48,750			514 530
Central Lakeview	Rev 1		96003 UNDETERMINED SITUS ADDRESS	0.23		\$0 \$0	0.0	\$14,510
Central Lakeview	Rev 1		97630 716 S E ST	0,22	5.19,820	50	0 0	\$13,990
Central Lakevie :	Rev 1		97630 702 S E ST		\$29,500	5126,790	4,3	\$100,390
Central Lakeview		39520E15DC01700	97630 646 S E ST	0 23	\$30.020	S133 220	4.1	593.430
Central Lakeview				0,17	\$25,910	\$237,310	9.2	\$159,070
Central Lakeview	Rev 1		97530 534 S E ST	0 18	\$26,770	571,190	2 7	5:19 8110
	Rev 1		9763Q 634 S E ST	0,29	\$32,010	\$182,430	5,7	\$192,750
Central Lakeview	Rev 1	39S20E15DC02C00	97630 616 S F S'f	0.3	\$32,440	\$97.670	3 0	\$88,1-10
Central takeview	Rev 1		97580 608 S E ST	0.36	\$94,200	\$75,580	2,2	\$81,180
Central Lakeviow	Rev 1	39520E15DC02200	97530 601 5 F ST	0 25	\$30,850	\$1 15 530	5:.4	\$102,430
Central Lakewew	Rev 1		97630 617 S F ST	0.25	\$30,850	\$25,010	0'8	\$43,310
Central La Lauren	Rev 1		97630 627 5 F %T	0 15	523,970	\$132.270	5.5	\$=8.030
CentralLakeview		39520E150C02500	97530 UNDETERMINED SITUS ADDRESS	0,15	\$23,970	50	0,0	\$12,730
Central Lakeview	Rev 1	39520£15DC02501	97630 637 S F ST	0.06	511.730	\$22.760	2.0	53.1,010
Central Lakeview	Rev 1	99S20E15DC02801	97630 UNDETERMINED SITUS ADDRESS	0.02	\$3,800	\$0	0.0	\$1,720
Central Lakeview	Rev 1	39520F15DC02807	895 12 CHIDETE MINED SITUS ADDISES	0.01	\$5,690	378	1011	5270
Sentrol Lakeview	Rev 1	33520E15DCQ2901	97015 UNDETERMINED SITUS ADDRESS	0,04	56,310	.50	5,0	\$3,250

Neighborhood	In URA	Map and Tax Lot	ZIP	Situs	Acres	MKT_Land	MKT_Imp	I:L Ratio	AV
Dreekside Subdivision	Yes	39520E15AA03300		96022 UNKNOWN DISTRICT ADDRESS	0.23	\$35,040	\$0	0.0	\$33,110
Creekside Subilivision	Y#s	39520E16AA(3400	39520E16AA(I3400 96C22 LINDETERMINED SITUS ADDRESS		0 19	532.2 10	50	0.0	S29 660
Creekside Subdivision	Yes	39520E16AA03500		96022 UNKNOWN DISTRICT ADDRESS	0.18	531,060	\$0	0.0	528,540
Creekside Subdivision	Yes	39SZ0E16AA03600		97630 1743 N 2ND ST	0.18	531,060	\$189,860	Б 1	\$190,620
Creekside Subdivision	Yes	39520E16AA03700		96C22 UNKNOWN DISTRICT ADDRESS	0.18	\$31,060	50	0,0	\$28,540
Creekside Subdivision	Yes	39520E16AA03800		96022 UNDETERMINED SITUS ADDRESS	0.18	\$31,060	50	0.0	\$28,540
Creekside Subdivision	Yes	39520E16AA03900		96C22 UNKNOWN DISTRICT ADDRESS	0.18	\$31,060	50	0.0	\$28,540
Creekside Subdivision	Yes	39S20E16AAC4000		96022 UNDETERMINED SITUS ADDRESS	0.13	\$31,060	SO	0.0	\$28,540
Creekside Subdivision	Yes	39S20E16AA04100		97630 1640 GREY GOOSE	0.33	\$38,530	\$263,630	6,8	5246,290
Creekside Subdivision	Yes	39SZ0E16AA0-200		96022 UNKNOWN DISTRICT ADDRESS	0.22	\$35,350	SO	0.0	\$32,480
Creekside Subdivision	Yes	39520E16AA04300		96022 UNDETERMINED SITUS ADDRESS	0,23	\$36,040	SO	0.0	\$33,110
Creekside Subdivision	Yes	39\$20E16AA04400		96022 UNKNOWN DISTRICT ADDRESS	0.19	\$32,280	SO	0.0	\$29,660
Creekside Subdivision	Yes	39520E16AA04500		96022 UNDETERMINED SITUS ADDRESS	0.19	\$32,280	SO	0.0	\$29,660
Creekside Subdivision	Yes	39520E16AA04600		97630 1720 DRAKE ST	0 19	532.280	5217,910	6.8	\$194.300
Creekstee Subdivision	Yes	39520E16AAC4700		96022 UNKNOWN DISTRICT ADDRESS	0.19	332,280	SD	0.0	529,660
Creekside Subdivision	Yes	39S20E16AA048C0		96022 UNDETERMINED SITUS ADDRESS	0 23	536,040	50	0.0	533,110
Creekstde Subdivision	Yes	39S2UE16AA04900		96C22 UNKNOWN DISTRICT ADDRESS	0.25	537.170	SO	0.0	\$34,160
Creekside Subdivision	Yes	39S20E16AA0S000		97630 1715 DRAKE ST	0.39	\$40,860	5244.310	6.0	\$219.810
Creekside Subdivision	Yes	39520E16AA05200		97630 1745 DRAKE ST	0.21	S24,58u	\$226,300	6.5	\$193,690
Creekside Subdivision	Yes	39S20E16AA05300		97630 1765 DRAKE ST	0.21	534.580	5223,380	6.5	\$198,489
Creekside Subdivision	Yes	39SZ0E16AA0S400		96022 UNDETERMINED SITUS ADDRESS	0.22	\$35,350	\$0	0.0	\$32,480
Creekside Subdivision	Yes	39S20E16AA05500		97630 UNKNOWN DISTRICT ADDRESS	0 27	\$37,990	50	0.0	\$34,910
Creekside Subdivision	Yes	39520E16AA05600		96022 UNDETERMINED SITUS ADDRESS	0,36	\$37,720	50	0.0	534,680
Creekside Subdivision	Yes	39520E16AA05700		96022 UNKNOWN DISTRICT ADDRESS	0.2	533.460	SO	0.0	\$30.740
Creekside Subdivision	Yes	39520E16AA05800		96022 UNKNOWN DISTRICT ADDRESS	0.74	\$22,160	50	0.0	\$8,240
Medical Area	Yes	39S20E22BB05200		97630 1339 S 9TH	3 37	\$108,710	50	0.0	\$108.710
Medical Area	Yes	39520E22BR05600		97503 UNDETERMINED SITUS ADDRESS	0.64	\$3,690	50	0.0	\$5,560
Medical Area	Yes	39S20E22BB05602		97733 UNDETERMINED SITUS ADDRESS	0.72	\$10.860	50	0.0	\$6,690
Medical Area	Yes	395202228805603		89045 UNDETERMINED SITUS ADDRESS	0.42	58.560	50	0.0	\$4,610
Medical Area	Yes	395205228805605		89045 UNDETERMINED SITUS ADDRESS	0.72	\$10.860	50	0.0	56.340
Medical Area	Yes	39520E22B805606		98377 UNDETERMINED SITUS ADDRESS	0.64	\$8,690	SO	0,0	\$6,050
Medical Area	Yes	39S20E22B80S72S		97620 UNDETERMINED SITUS ADDRESS	0.08	\$940	SO	0.0	\$9.10
Medical Area	Yes	39\$20E22BB05726		97620 UNDETERMINED SITUS ADDRESS	0.08	\$700	SO	0.0	\$700
Medical Area	Yes	3952CE22BB06C0C		97062 UNDETERMINED SITUS ADDRESS	0.08	\$480	SO	0.0	5330
	378				220.25	\$10,711,420	\$36,625,070	- 10	537.664.107

Appendix B. URA Plan Area Legal Description

Legal description is a DRAFT only; It will be revised prior to adoption based on revisions made and approved by the URA board of directors

Lakeview Urban Renewal Plan - Legal Description

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NORTH 4TH STREET (OREGON HIGHWAY 140) AND THE EAST RIGHT-OF-WAY LINE OF NORTH H STREET; THENCE SOUTHERLY A DISTANCE OF 1310 FEET, MORE OR LESS, ALONG SAID EAST RIGHT-OF-LINE TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CENTER STREET AND THE EAST RIGHT-OF-WAY LINE OF NORTH H STREET; THENCE EASTERLY A DISTANCE OF 576 FEET, MORE OR LESS, ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CENTER STREET AND THE WEST RIGHT-OF-WAY LINE OF NORTH F STREET (U.S. HIGHWAY 395); THENCE SOUTHERLY ALONG SAID WEST-RIGHT-OF WAY LINE A DISTANCE OF 3900 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH-RIGHT-OF-WAY OF SOUTH 9TH STREET AND THE WEST RIGHT-OF-WAY OF SOUTH F STREET (U.S. HIGHWAY 395); THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 2645 FEET, MORE OR LESS; THENCE SOUTHERLY A DISTANCE OF 58.58 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SOUTH 9TH STREET; THENCE SOUTH ALONG THE WEST BOUNDARY OF BLOCKS 296 AND 295 OF THE OREGON VALLEY LAND COMPANY'S SECOND ADDITION TO THE TOWN OF LAKEVIEW A DISTANCE OF 1246.72 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF BLOCK 295; THENCE EAST ALONG THE SOUTH LINE OF BLOCK 295 TO THE SOUTHEAST CORNER OF BLOCK 295: THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH M STREET A DISTANCE OF 1246.72 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTH 9TH STREET; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2500.6 FEET, MORE OR LESS, TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF SOUTH 9TH STREET AND THE EAST RIGHT-OF-WAY OF SOUTH F STREET (U.S. HIGHWAY 395); THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 3300 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTH ADDITION TO THE TOWN OF LAKEVIEW; THENCE EASTERLY A DISTANCE OF 216 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED 2022-595, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH E STREET: THENCE NORTHERLY A DISTANCE OF 357 FEET. MORE OR LESS, ALONG SAID WEST RIGHT-OF-WAY LINE TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SOUTH 1ST STREET AND THE WEST RIGHT-OF-WAY LINE OF SOUTH E STREET; THENCE EASTERLY A DISTANCE OF 543 FEET, MORE OR LESS ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED 2022-88; THENCE NORTHERLY A DISTANCE OF 112.5 FEET, MORE OR LESS; THENCE WESTERLY A DISTANCE OF 215 FEET, MORE OR LESS; THENCE NORTHERLY A DISTANCE OF 12.5 FEET, MORE OR LESS; THENCE WESTERLY A DISTANCE OF 2.66 FEET, MORE OR LESS; THENCE NORTHERLY A DISTANCE OF 110 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED 2016-1236, SAID CORNER BEING ON THE SOUTH RIGHT-OF-WAY LINE OF CENTER STREET; THENCE NORTHERLY A DISTANCE OF 71.5 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CENTER STREET AND THE EAST RIGHT-OF-WAY LINE OF NORTH D STREET; THENCE NORTHERLY A DISTANCE OF 194 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF EVANS ALLEY AND THE EAST RIGHT-OF-WAY LINE OF NORTH D STREET: THENCE EASTERLY A DISTANCE OF 180 FEET, MORE OR LESS, ALONG THE SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED 2021-1450; THENCE NORTHERLY A DISTANCE OF 215.5 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED 2017-459; THENCE WESTERLY A DISTANCE OF 90.17 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED 2019-1321; THENCE NORTHEASTERLY A DISTANCE OF 24.62 FEET, MORE OR LESS; THENCE NORTHERLY A DISTANCE OF 70 FEET, MORE OR LESS; THENCE WESTERLY A DISTANCE OF 79.83 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF NORTH 2ND STREET AND THE EAST RIGHT-OF-WAY LINE OF NORTH D STREET; THENCE WESTERLY A DISTANCE OF 246 FEET, MORE OR LESS, ALONG SAID NORTH RIGHT-OF-WAY LINE OF NORTH 2ND STREET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF NORTH 2ND STREET AND THE

EAST RIGHT-OF-WAY OF NORTH E STREET; THENCE NORTHERLY A DISTANCE OF 90 FEET, MORE OR LESS, ALONG THE SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED 2021-93; THENCE EASTERLY A DISTNCE OF 100 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED 2021-93; THENCE NORTHERLY A DISTANCE OF 201.18 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED VOLUME 139, PAGE 578; THENCE FASTERLY A DISTANCE OF 115 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED VOLUME 139, PAGE 578; THENCE NORTHERLY A DISTANCE OF 449.81 FEET, MORE OR LESS. TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED 2012-1144: THENCE WESTERLY A DISTANCE OF 283 FEET, MORE OR LESS, TO A POINT ON THE NORTH END OF THE WEST RIGHT-OF WAY LINE OF NORTH E STREET; THENCE NORTHERLY A DISTANCE OF 60 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED 2014-1953; THENCE WESTERLY A DISTANCE OF 85.02 FEET, MORE OR LESS: THENCE NORTHERLY A DISTANCE OF 12 FEET, MORE OR LESS: THENCE EASTERLY A DISTANCE OF 46.47 FEET, MORE OR LESS; THENCE NORTHERLY A DISTANCE OF 87.98 FEET, MORE OR LESS; THENCE EASTERLY A DISTANCE OF 22.5 FEET, MORE OR LESS, THE SOUTHEAST CORNER OF THE PARCEL SHOWN IN LAKE COUNTY RECORD SURVEY #6095; THENCE NORTHERLY A DISTANCE OF 199.87 FEET, MORE OR LESS; THENCE EASTERLY A DISTANCE OF 16.44 FEET, MORE OR LESS; THENCE NORTHERLY A DISTANCE OF 50 FEET, MORE OR LESS; THENCE WESTERLY A DISTANCE OF 250 FEET. MORE OR LESS, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH F STREET; THEN CE NORTHERLY A DISTANCE OF 408 FEET, MORE OR LESS, ALONG THE SAID WEST RIGHT-OF-WAY LINE TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NORTH 6TH STREET AND THE WEST RIGHT-OF-WAY LINE OF NORTH F STREET; THENCE WESTERLY A DISTANCE OF 286 FEET, MORE OR LESS, ALONG THE SAID SOUTH RIGHT-OF-WAY, TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NORTH 6TH STREET AND THE WEST RIGHT-OF-WAY LINE OF NORTH G STREET (U.S. HIGHWAY 395); THENCE SOUTHERLY A DISTANCE OF 377.6 FEET, MORE OR LESS, ALONG THE SAID WEST RIGHT-OF-WAY LINE, TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NORTH 5TH STREET AND THE WEST RIGHT-OF-WAY LINE OF NORTH G STREET (U.S. HIGHWAY 395); THENCE N 89°56'50"W ALONG THE SOUTH RIGHT-OF-WAY LINE OF NORTH 5TH STREET 292 FEET MORE OR LESS TO THE EAST. RIGHT- OF-WAY LINE OF NORTH H STREET; THENCE NORTH ALONG THE EAST RIGHT-OF-WAY LINE OF NORTH H STREET 374 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY LINE OF NORTH 6TH STREET: THENCE WEST FOLLOWING THE SOUTH LINE OF NORTH 6TH STREET 682.59 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH J STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE 714 FEET, MORE OR LESS, TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NORTH J STREET AND THE NORTH RIGHT-OF WAY LINE OF MILLVIEW STREET; THENCE EAST ALONE SAID NORTH-RIGHT-OF-WAY LINE A DISTANCE OF 682 FEET, MORE OR LESS, TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF NORTH H STREET AND THE NORTH RIGHT-OF-WAY LINE OF MILLVIEW STREET; THENCE EAST A DISTANCE OF 60 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF NORTH H STREET AND THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED RECORD 2018-001417 OF LAKE COUNTY RECORD OF DEEDS; THENCE N 89°07'02" E ALONG THE NORTH LINE OF THE PARCEL DESCRIBED IN DEED RECORD 2018-001417 A DISTANCE OF 285.5 FEET TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED RECORD 2018-001417; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 233 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF PARCEL 1 AS PER LAKE COUNTY SURVEY #5913; THENCE SOUTH 89°14'46" WEST A DISTANCE OF 232.58 FEET TO THE SOUTHWEST CORNER OF PARCEL 1 AS PER LAKE COUNTY SURVEY #5913. SAID CORNER BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH H STREET; THENCE WESTERLY 60 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH H STREET; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 418 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF A PARCEL DESCRIBED IN DEED VOLUME 2012-001229, SAID POINT IS ALSO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF THE FREMONT HIGHWAY AND THE WEST RIGHT-OF-WAY LINE OF NORTH H

STREET IN LAKEVIEW OREGON; THENCE NORTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF THE FREMONT HIGHWAY, U.S. HIGHWAY 395, A DISTANCE OF 699 FEET, MORE OR LESS, TO THE NORTH LINE OF THE UNRECORDED KELTY ADDITION OF THE TOWN OF LAKEVIEW; THENCE N 88°43' 00" W - ALONG THE NORTH LINE OF THE UNRECORDED KELTY ADDITION OF THE TOWN OF LAKEVIEW A DISTANCE OF 394 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE UNRECORDED KELTY ADDITION OF THE TOWN OF LAKEVIEW, THIS POINT ALSO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED RECORD 2018-001268 OF LAKE COUNTY RECORD OF DEEDS AND IS ON THE EAST RIGHT-OF-WAY LINE OF NORTH J STREET; THENCE WEST 60 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH J STREET; THENCE SOUTH ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1284 FEET, MORE OR LESS: THENCE N 89°51' 47" W - 445.36 FEET TO A 2 INCH BRASS CAP AS NOTED ON RECORD SURVEY 6038; THENCE S 0° 06' 47" E - 157.00 FEET TO A 2 INCH BRASS CAP AS NOTED ON RECORD SURVEY 6038; THENCE N 89°50' 57" W - 463.04 FEET TO A 5/8" IRON ROD AS PER RECORD SURVEY 6102; THENCE S 00°06' 47" E -176.78 FEET TO A 5/8" IRON ROD AS PER RECORD SURVEY 6102; THENCE N89°00' 13" W -147.87 FEETTO A 5/8" IRON ROD AS PER RECORD SURVEY 6102; THENCE S 00°06'47" E - 927.83 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH 4TH STREET (OREGON HIGHWAY 140); THENCE WESTERLY ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1519 FEET, MORE OR LESS: THENCE NORTHERLY A DISTANCE OF 984 FEET, MORE OR LESS; THENCE EASTERLY A DISTANCE OF 487 FEET, MORE OR LESS; THENCE NORTHERLY A DISTANCE OF 1623 FEET, MORE OR LESS; THENCE WESTERLY A DISTANCE OF 1831 FEET, MORE OR LESS; THENCE NORTHWESTERLY A DISTANCE OF 24 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 1, BOCK 284 OF THE OREGON VALLEY LAND COMPANY'S FIRST ADDITION TO THE TOWN OF LAKEVIEW, AND ALSO THE SOUTHEAST CORNER OF LOT 23 ON THE LOT LINE ADJUSTMENT RECORDED AS RECORD SURVEY 6186A; THENCE N 00°14' 58" E 1260.28 FEET TO THE NORTHEAST CORNER OF LOT 24 BLOCK 283 OF THE OREGON VALLEY LAND COMPANY'S FIRST ADDITION TO THE TOWN LAKEVIEW, AND ALSO THE NORTHEAST CORNER OF LOT 1 ON THE LOT LINE ADJUSTMENT RECORDED AS RECORD SURVEY 6186A: THENCE N 89° 45' 05" W - 134.99 FEET TO THE NORTHWEST CORNER OF BLOCK 283 OF THE OREGON VALLEY LAND COMPANY'S FIRST ADDITION TO THE TOWN OF LAKEVIEW; THENCE S 00°14' 22" W - 1320.36 FEET TO THE NORTHWEST CORNER BOCK 285 OF THE OREGON VALLEY LAND COMPANY'S FIRST ADDITION TO THE TOWN OF LAKEVIEW: THENCE S 89°47'07" E A DISTANCE OF 134.77 FEET TO THE NORTHEAST CORNER OF BOCK 285 OF THE OREGON VALLEY LAND COMPANY'S FIRST ADDITION TO THE TOWN OF LAKEVIEW; THENCE EASTERLY A DISTANCE OF 8 FEET, MORE OR LESS; THENCE SOUTHERLY A DISTANCE OF 2552 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF OREGON HIGHWAY 140; THENCE SOUTHERLY A DISTANCE OF 100 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF OREGON HIGHWAY 140: THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE 1537 FEET, MORE OR LESS, TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF OREGON HIGHWAY 140 AND THE WEST RIGHT OF WAY LINE OF NORTH R STREET; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 824 FEET, MORE OR LESS, TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF NORTH R STREET AND THE NORTH RIGHT-OF-WAY LINE OF NORTH 2ND STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF A DISTANCE OF 218 FEET; THENCE SOUTHERLY A DISTANCE OF 60 FEET TO THE NORTHWEST CORNER OF LOT 1 OF THE CREEKSIDE SUBDIVISION; THENCE SOUTH 0° 30' 34" WEST A DISTANCE OF 402.58 FEET TO THE SOUTHWEST CORNER OF LOT 25 OF THE CREEKSIDE SUBDIVISION; THENCE NORTH 90° 00' 00" EAST A DISTANCE OF 879.85 FEET TO THE SOUTHEAST CORNER OF TRACT "A" OF THE CREEKSIDE SUBDIVISION; THENCE NORTH 0° 07' 03" EAST A DISTANCE OF 401.39 FEET TO THE INITIAL POINT OF THE CREEKSIDE SUBDIVISION; THENCE NORTHERLY A DISTANCE OF 61.5 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF NORTH 2ND STREET AND THE EAST RIGHT-OF-WAY LINE OF NORTH P STREET; THENCE WESTERLY ALONG SAID NORTH-RIGHT-OF-WAY LINE A DISTANCE OF 615 FEET MORE OR LESS, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF NORTH 2ND STREET AND THE EAST RIGHT-OF-WAY LINE OF NORTH R STREET; THENCE NORTHERLY

ALONG SAID EAST-RIGHT-OF-WAY LINE A DISTANCE OF 824 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF OREGON HIGHWAY 140 AND THE EAST RIGHT-OF-WAY LINE OF NORTH R STREET: THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1204 FEET. MORE OR LESS; THENCE SOUTH 0° 37' 33" WEST A DISTANCE OF 124.89 FEET; THENCE SOUTH 89° 52' 53" WEST A DISTANCE OF 97.99 FEET; THENCE SOUTH 0° 42' 52" WEST A DISTANCE OF 66.76 FEET; THENCE SOUTH 88° 27' 56" EAST A DISTANCE OF 49.32 FEET: THENCE SOUTH 0° 46' 13" WEST A DISTANCE OF 98.84 FEET; THENCE SOUTH 89° 56' 01" EAST A DISTANCE OF 29.95 FEET; THENCE SOUTH 0° 00' 55" WEST A DISTANCE OF 102.23 FEET TO THE NORTH RIGHT-OF-WAY LINE OR NORTH 3RD STREET; THENCE NORTH 89° 33′ 36" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 264.47 FEET TO THE INTERSECTION OF THE NORTH-RIGHT-OF-WAY LINE OF NORTH 3RD STREET AND THE WEST RIGHT-OF-WAY LINE OF NORTH M STREET; THENCE NORTH 0° 26' 24" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 392.94 FEET TO THE INTERSECTION OF THE SOUTH-RIGHT-OF-WAY LINE OF NORTH 4TH STREET (OREGON HIGHWAY 140) AND THE WEST RIGHT-OF-WAY LINE OF NORTH M STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1692 FEET, MORE OR LESS, TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NORTH 4TH STREET (OREGON HIGHWAY 140) AND THE EAST RIGHT-OF-WAY LINE OF NORTH H STREET, AND THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH F STREET (U.S. HIGHWAY 395) AND THE SOUTH RIGHT-OF-WAY LINE OF CENTER STREET; THENCE SOUTHERLY A DISTANCE OF 225 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SOUTH 1ST STREET AND THE EAST RIGHT-OF-WAY LINE OF SOUTH F STREET (U.S. HIGHWAY 395); THENCE EASTERLY A DISTANCE OF 215 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SOUTH 1ST STREET AND THE WEST RIGHT-OF-WAY LINE OF SOUTH E STREET; THENCE NORTHERLY A DISTANCE OF 225 FEET, MORE OR LESS, TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CENTER STREET AND THE EAST RIGHT-OF-WAY LINE OF SOUTH E STREET; THENCE 215 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

Appendix C. Findings regarding local objectives

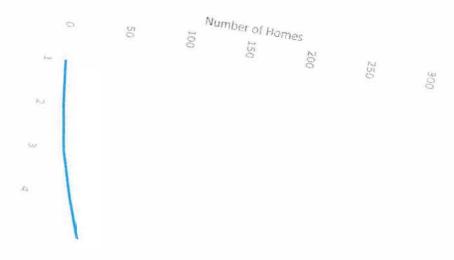
Planning Commission findings will be added during the adoption hearing following the confer and consult process with affected tax jurisdictions.

	Tax Increment
No. of Units	Program
200	New Home
50	Renovation
30	Manufactured Home
280	

FYE	Inflation Index
2023	1.0000
2024	1.0000
2025	1.0300
2026	1.0609
2027	1.0927
2028	1.1255
2029	1.1593
2030	1.1941
2031	1.2299
2032	1.2668
2033	1.3048
2034	1.3439
2035	1.3842
2036	1.4258
2037	1.4685
2038	1.5126
2039	1.5580
2040	1.6047
2041	1.6528 1.7024
2042	1.7535
2043	1.8061
2044	1.8603
2045	1.9161
2047	1.9736
2048	2.0328
2049	2.0938
2050	2.1566
2051	2.2213
2052	2.2879
2053	2.3566
2054	2.4273
2055	2.5001
2056	2.5751
2057	2.6523
2058	2.7319
2059	2.8139
2060	2.8983
2061	
2062	
2063	3.1670
T- 0	
Tax Growth	4,00

	Year
<u>Checks</u>	Year Ending
1.0000	Build Rate
280	Added/Renovated Buildings
	New Home TIF
	Renovation TIF
	Manufactured Home TIF
	Other Revenue 1
	Other Revenue 2
	New TIF Revenue

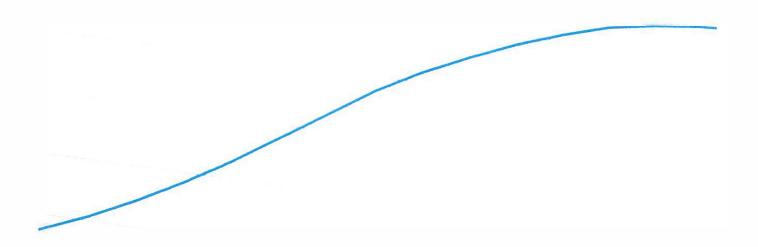
111	
Ĭ	Year 1
	Year 2
	Year 3
	Year 4
	Year 5
	Year 6
	Year 7
	Year 8
	Year 9
	Year 10
	Year 11
	Year 12
	Year 13
	Year 14
	Year 15
	Year 16
	Year 17
	Year 18
	Year 19
	Year 20
\$11.661,258	Program TIF Revenue
\$560.722	Frozen Base TIF Revenue
\$0	Cumulative Housing
\$560.722 \$12,221,980 \$0	Cumulative TIF Revenu



<u>0</u> 12/31/2022	1 12/31/2023	<u>2</u> 12/31/2024	<u>3</u> 12/31/2025	<u>4</u> 12/31/2026	<u>5</u> 12/31/2027	<u>6</u> 12/31/2028
	0.0080	0.0160	0.0240	0.0400	0.0480	0.0560
	2	4	7	11	13	16
	\$4,314	\$8,900	\$13.758	\$23.610	\$29,147	\$34,956
	\$1.079	\$2.225	\$3,440	\$5,902	\$7,287	\$8,739
	\$647	\$1.335	\$2,064	\$3,541	\$4.372	\$5,243
	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0
	\$6,040	\$12,460	\$19,261	\$33,053	\$40,806	\$48,938
	\$6,040	\$6,221	\$6,408	\$6,600	\$6,798	\$7,002
		\$12,460	\$12,834	\$13,219	\$13,616	\$14.024
			\$19.261	\$19,839	\$20,434	\$21.047
				\$33,053	\$34,045	\$35,066
					\$40,806	\$42,030
						\$48.938

\$6,040	\$18,681	\$38,503	\$72,711	\$115,698	\$168,107
\$20.868	\$21,494	\$22,138	\$22,803	\$23.487	\$24,191
10000					
\$26,908	\$40,175	\$60,642	\$95,514	\$139,185	\$192,299
2	7	13	25	38	54

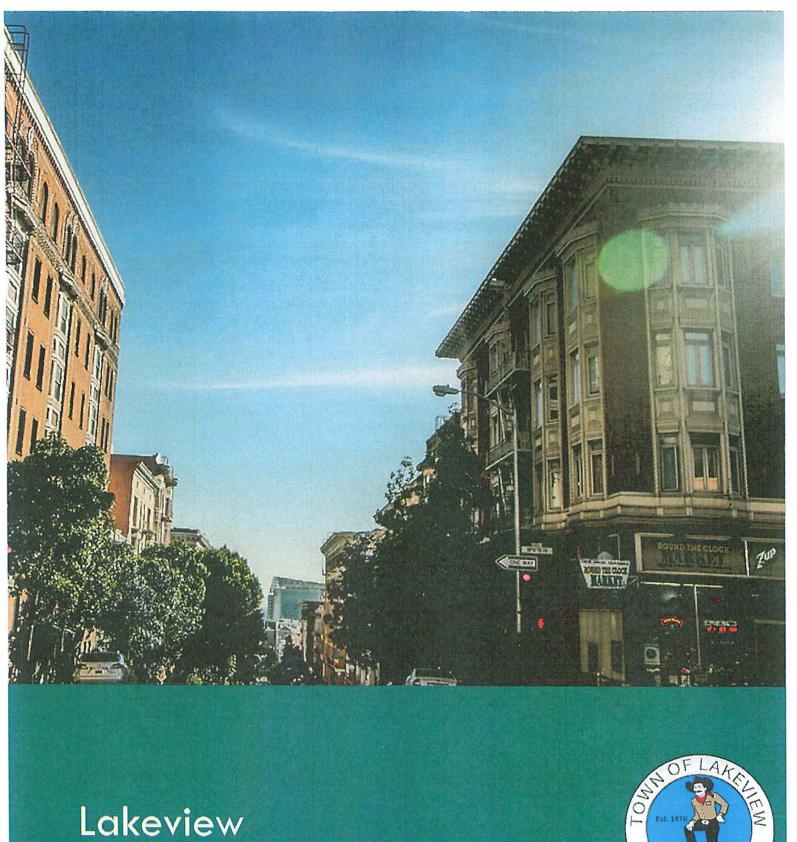
Housing Production Curve



5 6 7 8 9 10 11 12 13 14 15 16 17 12 19

7 12/31/2029	<u>8</u> 12/31/2030	<u>9</u> 12/31/2031	<u>10</u> 12/31/2032	<u>11</u> 12/31/2033	<u>12</u> 12/31/2034	<u>13</u> 12/31/2035
0.0640	0.0720	0.0800	0.0880	0.0880	0.0880	0.0720
18	20	22	25	25	25	20
\$41.037	\$47.389	\$54,014	\$60.910	\$62,405	\$63,900	\$53.505
\$10,259	\$11,847	\$13.503	\$15,228	\$15.601	\$15.975	\$13.376
\$6.156	\$7,108	\$8.102	\$9.137	\$9,361	\$9,585	\$8,026
\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$57,451	\$66,345	\$75,619	\$85,274	\$87,367	\$89,460	\$74,907
\$7,212	\$7,428	\$7,651	\$7,881	\$8,117	\$8,361	\$8,611
\$14,445	\$14.878	\$15,325	\$15,784	\$16.258	\$16,746	\$17,248
\$21.679	\$22,329	\$22,999	\$23.689	\$24,400	\$25.132	\$25,885
\$36.118	\$37,202	\$38,318	\$39,467	\$40.651	\$41.871	\$43,127
\$43,291	\$44,589	\$45,927	\$47,305	\$48,724	\$50,186	\$51.691
\$50,406	\$51,919	\$53,476	\$55,080	\$56,733	\$58,435	\$60,188
\$57,451	\$59,175	\$60,950	\$62.779	\$64.662	\$66.602	\$68.600
	\$66,345	\$68,336	\$70.386	\$72,497	\$74,672	\$76,912
		\$75.619	\$77,888	\$80.225	\$82.631	\$85.110
			\$85,274	\$87.832	\$90,467	\$93.181
				\$87.367	\$89.988	\$92.688
					\$89,460	\$92.144
						\$74.907

\$230,602	\$303,865	\$388,601	\$485,533	\$587,466	\$694,550	\$790,293
\$24.917	\$25.665	\$26.435	\$27.228	\$28.044	\$28.886	\$29.752
\$255,519	\$329,530	\$415,035	\$512,761	\$615,510	\$723,436	\$820,045
72	92	114	139	1.64	188	208



Urban Renewal Report



A report accompanying the Lakeview Urban Renewal Plan

May 22, 2023

DRAFT ONLY



315 1.54

Table of Contents

Urban Renewal Report Contents	4
Section 1. Socioeconomic Conditions and Plan Impacts	5
Section 2. Reasons for Selecting the Plan Area	9
Section 3. Relationship between Projects and Existing Conditions	10
Section 4. Project Cost Estimates; Sources and Uses of URA Funds	15
Section 5. Anticipated Project Completion Dates	19
Section 6. Money required for the URA and the anticipated year in which indebtedness will be retired	21
Section 7. Plan Feasibility and Financial Analysis	22
Section 8. Fiscal Impacts to Local Tax Jurisdictions	22
Section 9. Relocation Report	23
Exhibit A. Tax Lots included in the URA Plan Area	24
Exhibit B. Plan Area Legal Description	25
Exhibit C. Financial Analysis of Plan	26

Urban Renewal Report Contents

Oregon Revised Statutes 457.087 requires an Urban Renewal Report to accompany adopting an Urban Renewal Plan. This Urban Renewal Report (the "Report") meets the statutory requirement for the Lakeview Urban Renewal Plan (the "Plan").

The Report contains nine sections with information as required by statute:

- (1) A description of the physical, social and economic conditions in the urban renewal areas of the Plan and the expected impact, including the fiscal impact, of the Plan in light of added services or increased population;
- (2) Reasons for the selection of each urban renewal area in the Plan;
- (3) The relationship between each project to be undertaken under the Plan and the existing conditions in the urban renewal area;
- (4) The estimated total costs for each project and the sources of moneys to pay the costs;
- (5) The anticipated completion date for each project;
- (6) The estimated amount of money required for each urban renewal area under ORS 457.420 to 457.470 and the anticipated year in which indebtedness will be retired or otherwise provided for under ORS 457.420 to 457.470;
- (7) A financial analysis of the Plan with sufficient information to determine the feasibility of the Plan;
- (8) A fiscal impact statement that estimates the impact of the tax increment financing, both until and after the indebtedness is repaid, upon all districts levying taxes upon property in the urban renewal area; and
- (9) A relocation report that includes:
- (a) An analysis of existing residents or businesses required to relocate temporarily or permanently as a result of the urban renewal agency's actions under ORS 457.170;
- (b) A description of the methods to be used for the temporary or permanent relocation of persons living, and businesses situated, in the urban renewal area, in accordance with ORS 35.500 to 35.530; and
- (c) An enumeration, by cost range, of the existing housing units in the urban renewal areas of the Plan to be destroyed or altered and the new units to be added. [2019 c.580 §4]

Oregon Revised Statutes (ORS) 457.420 limits a municipality's total assessed value and the total land area in an urban renewal area at its establishment to 25% for cities under 50,000 in population. The frozen base in the Plan Area, including all real, personal, personal, manufactured, and utility properties, is estimated at \$37.664,107, or 24.95% of Lakeview's total FY22 assessed value of \$150,958,365. The Plan Area contains 220.5 net acres, or 9.3% of Lakeview's total land area of 2,372.6 acres, plus right-of-way. This Plan rneets both conditions and complies with the statutory limits of CRS 457.420. Exhibit A of this Report provides tax lots included in the URA Plan. The legal description for the Plan Area is in Exhibit B.

Section 1. Socioeconomic Conditions and Plan Impacts

This section describes the physical, social, and economic conditions in the urban renewal areas of the Plan and the expected impact, including the fiscal impact, of the Plan in light of added services or increased population, as required by ORS 457.087(1).

The Plan's principal aim is to address a chronic housing shortage in Lakeview. The cause for this shortage is multifactorial but can primarily be attributed to blight conditions resulting from the decline in natural resources industries and the boom-bust cycle that characterizes many rural economies in Oregon.

Deficiencies in Housing Production

In 2020, Lake County permitted only eight homes, ranking in the state's bottom quintile for housing production (Figure 1). Between 2014 and 2018, the Town of Lakeview permitted six new dwelling units, an average of 1.2 homes per year, four of which (67%) were manufactured homes.

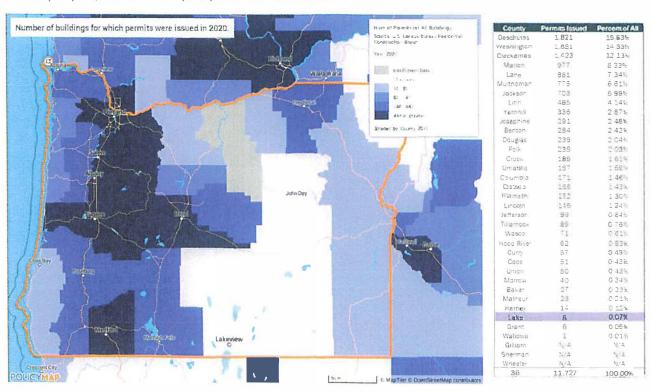


Figure 1, Housing permits in 2020 by county

Lakeview's Economic Opportunities Analysis (EOA) identified housing for seniors as both a need and a potential driver for economic recovery. As noted in the EOA, "Housing for seniors with services (i.e., medical services or housekeeping services) may be an important type of services to support Lake County's aging population. An aging population in Lake County will also increase the need for in-home caregivers, presenting another opportunity for entrepreneurs and microenterprise development."

The EOA also identifies insufficient workforce housing as an economic deterrent: "The lack of workforce housing is a significant barrier to economic development in Lakeview. Through development of the Housing Needs Analysis (HNA) for Lakeview...employers reported a range of housing issues that prevent them from recruiting

5 (F = 2 =

staff...[including] very poor condition housing, lack of high amenity housing for business management, and insufficient housing for seasonal workers. Without opportunities for development or rehabilitation of housing, businesses will continue to have difficulties filling vacant positions and other businesses may choose not to locate...in Lakeview. The City and County will need to address these housing issues in order to provide opportunities for businesses to grow in Lakeview.²"

Housing and Servicable Land Constraints

Approaches to addressing these issues are presented in the Lakeview Housing Policies and Actions memorandum, which is part of the HNA project. As identified in the HNA, housing demand in Lakeview will not be driven by population growth. The Town does not need new dwelling units to accommodate projected population change through 2039³. Instead, the Town's challenge will be to stimulate growth by investing in replacing its aging housing stock and attracting new housing developers to spur the recreation and retirement economies and address the needs of Lakeview's aging population. The poor condition of Lakeview's existing housing will require rehabilitation or replacement of some current housing stock and investment in a wider variety of housing types, such as housing for seniors with universal design standards, multifamily housing, or small-lot, single-family housing that is comparatively affordable⁴.

Among the most pressing socioeconomic issues identified in the HNA are⁵:

- Poor housing conditions. Nearly 55% of Lakeview's housing was built before 1950. Only 20% of
 Lakeview's housing has been built since 1990. Poor conditions are evident in all types of housing,
 especially mobile homes or manufactured housing, as well as stick-built single-family detached housing.
- Lack of quality housing as a barrier to economic development. Several large employers have difficulty attracting workers to Lakeview because of the poor housing conditions and lack of housing choices. People have difficulty finding rental or ownership opportunities for homes in good condition.
- Seasonal employment. There is insufficient housing for seasonal workers in Lakeview. Lakeview employers often have seasonal workers (present in the late spring through early fall), such as Forest Service or BLiM employees or wildfire fighters—the demand increase from seasonal housing strains the already overly tight housing market.
- Lack of affordable and high-amenity housing. Lakeview has a housing deficit for extremely low-income and low-income residents. Lakeview also needs housing affordable to higher-income households as the community lacks higher-amenity housing.
- Deficient services. Lakeview has a large surplus of land capacity for all housing types, but the
 serviceability of land is a significant barrier to residential development. Lakeview's water lines are in an
 advanced state of disrepair, impeding growth for new employers and prospective homebuilders.
 Lakeview has enough unconstrained vacant and partially vacant land to accommodate between 1,000 to
 1,300 new households if all lands were serviceable today.
- Lack of multifamily housing land. Lakeview has relatively little land for multifamily development. Lakeview only has 13 acres of land in the Residential Multifamily zone. Much of this land is in an area with slopes, making it more difficult to develop multifamily housing.

61-36-

¹ Economic Opportunities Analysis for Cities in Lake County, ECONorthwest, June 2019, page ix.

² Ibid, page xiii.

³ Town of Lakeview and City of Paisley Housing Needs Analyses, ECONorthwest, June 2019, page x.

ibid, page xi.

⁵ Ibid, pages xi-xii.

Low-to-Moderate Household Incomes

Lakeview is a community with predominantly low-to-moderate-income households. One-third of Lakeview households earn less than \$25,000 annually. Half of Lakeview households earn less than \$50,000 annually (Figure 2). While housing is generally more affordable in Lakeview than elsewhere in Oregon, lower household earnings significantly contribute to residents' inability to build, own, and rent new housing. About 32% of Lakeview's households are considered cost-burdened.⁶

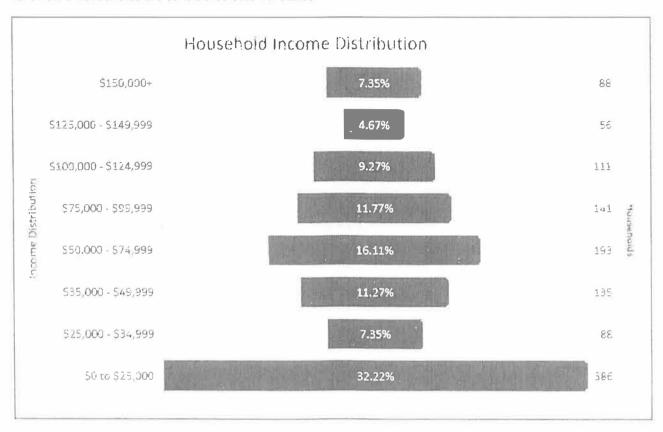


Figure 2. Household Income Distribution by income range and number of households

Declining and Aging Population

While Lakeview's population has declined since 1990, those aged 60 and older have increased. From 2000 to 2012-2016, individuals aged 60 and older increased by 66 people (10%) in Lakeview. This has increased the demand for housing for retirees, which will continue to grow over the next 20 years as the Baby Boomers continue to age and retire. Lakeview's ability to retain these residents hinges on its ability to create age-in-place housing where residents can age with dignity and in a safe and secure environment. As noted in the HNA, "Growth in the number of seniors throughout Lake County will result in demand for housing types specific to seniors, such as small and easy-to-maintain dwellings, assisted living facilities, or age-restricted developments."

210 514

Ibid. page 55

loid, page 38

"Lakeview lost 226 residents from 1990 to 2017, decreasing by 9%."

Conversely, residents aged 23 to 43 are referred to as the Millennial generation and account for the largest share of the population in Oregon today. The forecast for Lake County shows a shift in Millennials from about 18% of the population in 2020 to about 30% in 2040. Lakeview's ability to retain people in this age group will depend, in large part, on whether the community has opportunities for housing that both appeals to and is affordable to Millennials. Retaining Millennials will also depend on the availability of housing types (such as townhouses, cottages, duplexes and similar scale-multifamily housing, and apartments) and the availability of iobs. 8

Summary and Expected Fiscal Impacts

The EOA and HNA, updated in 2019, provide sufficient socioeconomic data to support the need for a significant investment in all types of new housing stock. Lakeview's plan will allow the Urban Renewal Agency to invest up to \$45,000 per housing unit to create an accelerated housing development program, with incentives available at each stage of the development process, from concept through lease-up or final sale.

The estimated cost of the URA Plan is \$12,221,980 in total program expenditures over the twenty-year life of the URA, with a maximum indebtedness of \$4,700,144. Annual program expenses range from \$90,336 in year one to a peak of \$1,083,119 in year 12. Cost assumptions are detailed in Section 4 of this Report.

ELLIBER

³ Ibid, pages 38-39.

Section 2. Reasons for Selecting the Plan Area

The Plan Area was selected based on feedback from the Town Manager and after reviewing the results of the EOA, HNA, and other studies, including the Town's transportation system plan and comprehensive land use plan.

Lakeview's vacant land can accommodate approximately 998 to 1,286 new dwelling units. The URA Plan is designed to accommodate 200 new homes, roughly 20 percent of the buildable lands within the town limits, plus 50 renovations and 30 manufactured homes preserved or replaced.

The Plan anticipates about 85 percent of the new homes will be single-family detached, 5 percent as single-family attached, and 10 percent as multifamily or manufactured housing.

The Plan also allows for commercial, mixed-use, and industrial buildings to be built with Plan incentives to accommodate workforce housing and as a driver for workforce housing demands.

Plan Area tax lots were selected after reviewing the HNA Buildable Lands Inventory and residential constraints in the HNA. The final Plan Area consists of 197 net acres, or 8.30% of Lakeview's total land area of 2,372.6 acres, plus right-of-way.

A detailed map is shown in Figure 3 and Appendix A.

The Plan Area map is available online at:

https://harneycounty.maps.arcgic.com/appg/webappviewer/index.html?id=8561f161da2f43dba017642c423cb3-c6

The Plan anticipates about 85 percent of the new homes will be single-family detached, 5 percent will be single-family attached, and 10 percent will be multifamily or manufactured housing

SILE WAS

⁹ Ibid, page 82.

Section 3. Relationship between Projects and Existing Conditions

This section addresses the relationship between each project to be undertaken in the Plan and the existing conditions in the urban renewal area, as required by ORS 457.087(3).

The Lakeview Urban Renewal Plan is a series of ten project or program areas the board recommends to help revitalize the Town of Lakeview through public and private-sector investment. They are:

- 1) Planning and code assistance;
- 2) Land acquisition and due diligence;
- 3) Predevelopment incentives; an
- 4) Infrastructure investment program;
- 5) Land development incentives;
- 6) System development charge payments;
- 7) New construction incentives;
- 8) Renovation incentives:
- 9) Research and development activities, administration, and interest; and
- 10) Manufactured and Modular Home Preservation and Development.

Program Area No. 1) Planning and Code Assistance. URA funds may be used to streamline Lakeview's zoning code and other ordinances, including planning assistance in the form of:

- Administrative and procedural reforms within Lakeview's Planning Department;
- Expedited or fast-tracked building permits;
- Code amendments to allow smaller residential lots, adjust minimum densities, and create new maximum lot sizes;
- Allowing clustered residential development;
- Inclusionary zoning and zone re-designations,
- Promoting infill development;
- Permitting accessory dwelling units (ADUs);
- Allowing Duplexes, Cottage housing, Townhomes, Row Houses, and Tri- and Quad-Plexes in single-family zones;
- ► Allowing Tiny Homes;
- Creating co-housing arrangements; and
- Creating and administering specific programs for home ownership, rental assistance, or building rehabilitation.

This project aims to allow Lakeview to create tailored solutions to address its most pressing housing needs within the boundaries of the urban renewal area. Planning capacity is a noted deficiency for most rural communities and is actively being discussed in legislation like the 2023 House Bill 2001, which establishes the Governor's principles and priorities for housing production statewide.

House Bill 2001 specifically identifies the need for housing that is safe, accessible, and affordable in the community of their choice for every Oregonian. Building enough equitable housing is recognized as a statewide priority, with the development and implementation of the housing production strategy as the focal point.

2011 124

Expertise, technical assistance, model ordinances, and other tools and resources to address housing production are being provided to local governments under this legislation. However, this will still require local land use decisions, planning, and code amendments to be adopted into Lakeview's code to achieve fair and equitable housing outcomes. This program area allows Lakeview's Urban Renewal Agency, to the greatest extent possible, to take actions within its control to facilitate the production of housing, remove barriers to housing production, and create pathways for the development of needed housing within the URA boundaries.

Program Area No. 2) Land acquisition and due diligence. This program area of the URA Plan is designed to facilitate public-private partnerships to develop new housing within the plan area on land that requires redevelopment. Expressly, this program authorizes the URA to engage in the following types of activities:

- Parcel assembly, including the Town's ability to purchase lands for land aggregation or site assembly;
- ► Land banks to support housing development by reducing or eliminating land costs from development to increase the affordability of housing and mixed-use developments;
- Facilitating land trusts to own land and sell or lease housing to income-qualified buyers;
- Acquire and/or dispose of land through expedited land purchase and sale procedures for development or redevelopment.

The URA Plan Area consists of nine distinct neighborhoods or areas of the Town that make up 378 tax lots at the time of the Plan's adoption. Neighborhoods in each plan area may require land acquisition and/or due diligence to facilitate third-party investments to create more buildable lands within the Plan area, specifically on parcels in neighborhoods with low Improvement-to-Land (I:L) ratios (Table 1). Neighborhoods with improvement ratios between 0 and 1 include properties that have either no improvements or improvements with values less than the land value. 35 percent of the properties in the URA meet this criteria. The improvements on these properties are worth less than the land they sit on. For this report's purposes, acquisition expenses refer to any costs associated with obtaining control of a site within the Plan Area for future construction, reconstruction, or improvement.

Table 1. URA Plan Areas with Improvement Ratios by Neighborhood

Neighborhood	Description	I:L Ratio
Creekside Subdivision	26 lots within the Creekside subdivision	1.5
Downtown Carridor	143 lots in the downtown corridor	5.7
Future Commercial Development	2 lots currently owned by the Fairboard	2.2
Lakeview Lumber	23 lots in the vicinity of Lakeview Lumber	1.6
Medical Area	9 lots in the vicinity of Lakeview Hospital	0.0
Mitchell Tiny Homes	22 small residential lots in the Mitchell area	0.6
N. 140	39 lots north of Hwy 140	2.5
North Lakeview	117 lots in north and central Lakeview	2.7

13 (F E.S.

Program Area No. 3) Predevelopment Incentives. This program allows the URA to provide mechanisms to predevelopment costs, including fee waivers or credits for planning and preliminary design activities, using tax increment financing from the URA Plan Area. Predevelopment costs are those associated with activities that provide the URA and its investors the opportunity to identify and assess potential infrastructure projects and modifications to existing infrastructure projects and to advance those projects from the conceptual phase to actual construction. Predevelopment expenses include various costs related to determining the feasibility of a particular project, such as preliminary financial applications, legal fees, architectural fees, and engineering fees. These activities may include, but are not limited to:¹⁰

- Project planning, feasibility studies, economic assessments and cost-benefit analyses, and public benefit studies and value-for-money analyses;
- Design and engineering;
- Financial planning (including the identification of funding and financing options);
- Permitting, environmental review, and regulatory processes;
- Assessing the impacts of potential projects on the area, including the effect on the community, the environment, the workforce, wages, and benefits, as well as assessment of infrastructure vulnerability and resilience to climate change and other risks; and
- ▶ Public outreach and community engagement.

Program Area No. 4) Infrastructure Investment Program. The Lakeview Urban Renewal Agency may directly complete infrastructure improvements for horizontal improvements determined by the URA Board to help facilitate and achieve improvements specified in a development agreement that ties the improvements to a specific qualifying project.

Examples of qualifying projects could include infrastructure for:

- Redevelopment projects, such as mixed-use or infill housing developments;
- Streetscape improvements, including new lighting, trees, and sidewalks;
- Land assembly for public as well as private reuse;
- Transportation enhancements, including intersection improvements;
- ► Historic preservation projects; and
- Parks and open spaces.

Program Area No. 5) Land Development Incentives. The URA may incentivize developers to develop housing units and other buildings within the Plan Area. These will typically be through a joint development agreement with the developer, builder, or property owner that stipulates the development and the amount and timing of the incentive contributions. These incentives can be:

- A direct contribution of funds;
- A rebate of a portion of property taxes paid;
- Financial or in-kind contributions to the developer for infrastructure development:
- An agreement for the URA to complete infrastructure improvements that are otherwise required as a condition of development approval; or
- A combination of the above.

Program Area No. 6) System Development Charge Payments. This program authorizes the URA to make payment of system development charges (SDCs) for property owners who improve qualifying properties within

12171123

¹⁰ See Predevelopment Costs for Public-Private Partnership Projects – Frequently Asked Questions, available at https://www.thwa.got.gov/pg/pg/pg/pg/pg/pg/pg-predevelopment_costs.pg

the URA Plan Area. Lakeview currently has no impact fees or SDCs. However, suppose such are adopted in the future by the Town Council. In that case, the URA may participate by crediting these fees through an SDC rebate program or by prepaying fees on behalf of qualifying applicants in the Plan Area.

SDC's will enable the Town to recover costs needed to sustain future investment in water, sewer, and street infrastructure and operate and maintain these systems in good working condition and compliance with required statutes and regulations. General ongoing maintenance and repair have been a chronic issue for Lakeview due to low growth rates and a lack of user revenue to maintain its infrastructure. This program will assist with cost recovery while encouraging growth.

Program Area No. 7) New Construction Incentives. This program allows the URA to provide cash rebates or loans on new residential construction based on a qualifying property's assessed value increase. The URA may lend to moderate-income housing developers (60 to 120 percent area median income (AMI)) to develop housing, infrastructure, or other public improvements supporting housing, including transportation and utility improvements or street and utility extensions.

The cost to build new homes and finance new construction is steadily rising in Lakeview and nationwide. This program area will let the URA create tailored incentives to encourage vertical improvements for new housing within the Plan Area. Financing incentives under this program area are limited to missing-middle housing, defined as homes valued at or rented at prices affordable to 60 to 120 AMI households. These values will be indexed to the AMI and Fair Market Rent (FMR) tables for Lake County, updated and published annually by the U.S. Department of Housing and Urban Development (HUD). The URA board will adopt and consistently apply a standard methodology for determining affordability under this program.

Program Area No. 8) Renovation Incentives. The URA may provide cash rebates (based on the increase in the property's assessed value) on substantial improvements to building facades, structural repairs, major renovations, and additions that add additional square footage or living space to buildings within the Plan Area.

Program Area No. 9) Administration, Interest, Research and Development. Certain R&D activities may be promoted or undertaken by the URA to encourage innovation in new building materials and approaches that have the potential to streamline construction, increase efficiency or reduce costs for local developers and property owners in the Plan Area. Program 9 also accounts for administrative and interest costs and is determined on a per unit basis as shown in Section 4. At its discretion, this program area also allows for the URA board of directors to remit the estimated three percent tax increase of the frozen base to the special districts within the Plan Area.

Program Area No. 10) Manufactured and Modular Home Preservation and Development Assistance. The URA may provide incentives for refurbishments, restoration, or replacement of manufactured and modular housing to address blight conditions, including renovation of homes and manufactured home parks within the Plan Area.

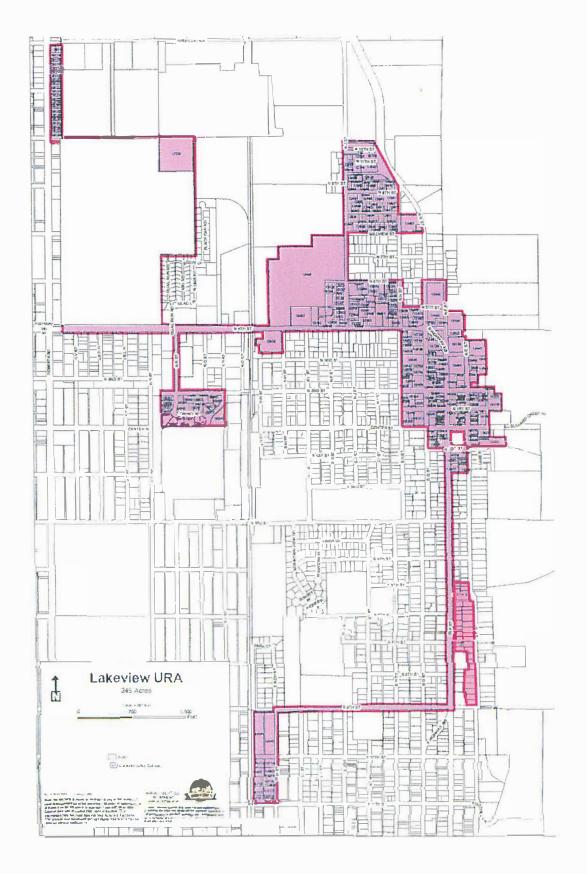


Figure 3. Lakeview URA Plan Area

Section 4. Project Cost Estimates; Sources and Uses of URA Funds

Total program and administration cost estimates and revenues in constant 2023 dollars are shown in Table 2. The Cumulative Tax Increment Financing receipts projected for the URA are \$12,170,713. The estimated expense by Program Area are also included in Table 2. The maximum indebtedness of the Plan is \$4,700,144, which is the estimated cost to finance the projects included in the Plan after accounting for tax receipts in the Plan Area.

Table 2 URA Financing and Costs by Program Area

URA Financing	
Maximum Indebtedness Cumulative TIF Change in Tax Receipts Debt-to-Income Ratio	\$4,700,144 \$12,221,980 2.80x 38%
Costs By Program	
Program 1) Planning and Code Assistance Program 2) Land acquisition and due diligence	\$140,000 \$280,000
Program 3) Predevelopment incentives	\$280,000
Program 4) Infrastructure investment	\$1,400,000
Program 5) Land development incentives Program 6) SDC Payments	\$1,400,000 \$2,100,000
Program 7) New construction incentives	\$3,246,255
Program 8) Renovation Incentives Program 9) Research and development	\$341,152
activities	\$2,759,314
Program 10) Manuf. Home Preservation/Dev.	\$223,991
Annual Program Expenses	\$12,170,713

The Plan assumes that the URA board will use state funds through the Regional Rural Revitalization (R3) program or other state grants to fund the programs until the TIF revenue accrues. As allowed in ORS 457.190, an urban renewal agency may borrow money and accept advances, loans, grants, and any other form of financial assistance from the federal government, the state, county, or other public body, or any sources, public or private, to undertake and carry out urban renewal projects.

Lakeview's URA Plan and ORS 457 authorize the URA board to undertake all things necessary or desirable to secure such financial aid, including obligating itself in any contract with the federal government for federal financial aid to convey to the federal government the project to which the contract relates upon the occurrence of a substantial default thereunder, in the same manner as a housing authority may do to secure such aid in connection with blighted area clearance and housing projects under the Housing Authorities Law.

The Agency can review and update fund expenditures and allocations annually when preparing its annual budget. The URA board may increase the maximum indebtedness on July 1 of each year by the index used in the urban renewal report to compute the future costs of projects financed under the Plan. This index and expenditure report is included in Exhibit C of this Report

15 / F 1 m #

Table 3. Program Expenditures and Maximum Expenses by Program Area

Assumptions	Est. Cost	Maximum	ivotes
Program 1	\$ 5130	\$500	Reimbursable credit toward planning application fees per unit
Program 2	:1000		Reimbursable credit toward due diligence expenses
Program 3	:1.000	\$12,000	Reimbursable incentive for land use planning costs
Program 4	FF(C)OC	\$12,000	Infrastructure investment per unit
Program 5	\$6.000		Land development incentive per unit
Program 6	\$2.500	\$7,500	SDC Credit per unit (paid by URA to Town)
Program 7	7.4		Rebate for new home construction
Program 8	15 -	Varies by	Rebate for major renovations
Program 9	\$9,855	Program	Administrative Costs, Interest and R&D Investment per unit; plus tax remittance to special districts if available and approved by the board
Program 10	5		Per unit rebate for manufactured home preservation assistance
Total		\$45,000	Total Rebate from All Programs Per Unit

The Plan assumes a range of expenditures that will vary depending on the combination of programs used. Maximum limits for Program 1 are set at \$500. Programs 2 through 5 may be used in any combination, but the combined value may not exceed \$12,000. SDC Credits for Program 6 are capped at a maximum of \$7,500. Incentives under Programs 7-10 will vary depending on the type of units built. Regardless of the combination of programs used, the maximum benefit available per dwelling unit shall not exceed \$45,000 in 2023 constant dollars. The URA board shall establish program standards and operating procedures to ensure that applications are evaluated consistently with the terms of the URA Plan and this Report.

The following scenarios provide two examples of how the combination of programs may be used in practice.

Scenario 1) Major renovation to an existing building

A building owner in the Plan Area applies for funding to renovate a large mixed-use building in the downtown area. The owner estimates the renovations will assess at \$350,000 upon completion. The owner requests \$500 toward planning fee credits (Program 1), \$11,000 toward due diligence costs (Program 2), and \$1,000 toward planning costs (Program 3), for a total of \$12,500. The owner's estimated increase in assessed value of \$350,000 would typically be eligible for a 15 percent rebate, equivalent to \$52,500. However, because they have requested \$12,500 in planning expense credits and the URA will receive \$9,855 for administrative costs, this leaves a balance of \$22,645 that can be issued under Program 8, since regardless of the combination of programs used, the maximum incentive payable under the program is \$45,000.

Assumptions	Est. Cost	Maximum	Notes
Program 1	\$500	\$500	Reimbursable credit toward planning application fees per unit
Program 2	11100		Reimbursable credit toward due diligence expenses
Program 3	\$ 1 (u)	\$12.000	Reimbursable incentive for land use planning costs
Program 4	\$17	\$12,000	Infrastructure investment per unit
Program 5	8(4))		Land development incentive per unit
Program 6	\$1)/	\$0	SDC Credit per unit (paid by URA to Town)
Program 7	\$ E #		Rebate for new home construction
Program 8	127.645	Varies by	Rebate for major renovations
Program 9	\$9,855	Program	Administrative Costs. Interest and R&D Investment per unit
Program 10	80		Per unit rebate for manufactured home preservation assistance
Total	145,000	\$45,000	Total Rebate from All Programs Per Unit

Scenario 2) New home construction on an undeveloped lot

In this scenario, a landowner applies to build a new single-family home on its own lot. The lot currently has no services. The owner applies for \$500 in application fee reimbursement (Program 1), \$4,000 in land use planning costs (Program 3), and \$8,000 in infrastructure investment for new water and sewer connections (Program 4). Because new sewer and water connections are being made, the owner also requests SDC credits of \$7,500 (Program 6). Accounting for administrative cost recovery by the URA (Program 9), the balance available to the landowner for new construction incentives is \$15,145 (Program 10).

Assumptions	Est. Cost	Maximum	Notes
Program 1	\$500	\$500	Reimbursable credit toward planning application fees per unit
Program 2	50		Reimbursable credit toward due diligence expenses
Program 3	14,000	\$12.000	Reimbursable incentive for land use planning costs
Program 4	58.000	\$12,000	Infrastructure investment per unit
Program 5	\$0		Land development incentive per unit
Program 6	\$7,500	\$7.500	SDC Credit per unit (paid by URA to Town)
Program 7	\$15,145		Rebate for new home construction
Program 8	\$()	Varies by	Rebate for major renovations
Program 9	\$9,855	Program	Administrative Costs, Interest and R&D Investment per unit
Program 10	\$0		Per unit rebate for manufactured home preservation assistance
Total	\$45,000	\$45,000	Total Rebate from All Programs Per Unit

Timing of incentive payments

Regardless of the combination of programs used, no payments will be made to applicants under any program until there are assets realized on the tax rolls. For example, the first assessment or reassessment of the property will occur on January 1 following the improvements. The Lake County Assessor's Office will issue tax statements in the fall (typically early October). Upon receipt of the Assessor's official tax statement, the Lakeview URA board will approve the incentive payments for the property. Suppose the property improvements are partially complete as of January 1. In that case, the URA board will issue a partial payment based on the change in assessed value certified by the Assessor for the first year of the improvements. It will allocate a subsequent payment a year later for the difference in assessed value at the end of year two, and so on, until the project is complete. An example of cash flows for incentive payments based on Scenario 2 is shown in the table below.

Assumptions	Est. Cost	Maximum	Year 1 Incentive Payment	Year 2 Incentive Payment
Program 1	\$500	\$500	\$500	
Program 2	\$ (7)			
Program 3	14,600	\$12,000	\$4,000	
Program 4	\$8,000	\$12,000	\$8,000	
Program 5	\$()			
Program 6	\$7.500	\$7,500	\$7,500	
Program 7	11º.14º			\$15,145
Program 8	50	Varies by		
Program 9	\$9,855	Program		\$9,855
Program 10	30			
Total	14. (not)	\$45,000	\$20.000	\$25,000

The tax impacts of the URA's frozen base to each tax jursidiction are estimated in the table below (Table 4). Program Area 9 allows the URA board of directors, at its sole discretion, to remit the frozen base's estimated tax receipts to the special districts. For example, by motion of the board, they may remit in the first year of the program \$513.66 to the County Library, \$270.28 to the County Extension Office, and \$258.64 to the Lake Cemetery District, to effectively remove the tax burden of this program from these smaller jurisdictions. This benefit may also be extended to the Health District and Lake County ESD. Lakeview School District 7 is not affected by the Urban Renewal Area and is only shown for accounting purposes.

Table 4. Annual impact of frozen base to tax jurisdictions.

Frozen Base Tax Impacts	12/31/2023	12/31/2024	12/31 '2025	12.31/2026	12/31/2021	12/31/2028	12/31/2029	12/31/2030	12/31/2031
3% Increase to Frozen Base	\$1,129,923	\$1,163,821	\$1,198,736	\$1,234,698	\$1,271,739	\$1,309,891	\$1,349,187	\$1,389,663	\$1,431,353
County General Fund	\$4.250.66	\$4.378.18	\$4.509.52	\$4.644.81	\$4.784.15	\$4.927.68	\$5.075.51	\$5,227.77	\$5.384.61
County Library	\$513.66	\$529.07	1544.95	\$561.29	\$578.13	\$595.48	\$613.34	\$631.74	\$650.69
County Extension	\$270.28	\$278.39	1286.74	\$295.34	\$304.20	\$313.33	\$322.73	\$332.41	\$342.38
Health District	\$2,294.99	\$2,363.84	\$2,434.75	\$2,507.79	\$2,583.03	\$2,660.52	\$2,740.33	\$2,822.54	\$2,907.22
Lake Cemetery District	\$258.64	\$266.40	\$274.39	\$282.62	\$291.10	\$299.83	\$308.83	\$318.09	\$327.64
Town of Lakeview	\$7,393.88	\$7.615.69	\$7,844.17	\$8.079.49	\$8,321.88	\$8,571.53	\$8,828.68	\$9.093.54	\$9.366.34
Lakeview School District 7	\$5.166.46	\$5.321.45	\$5,481.10	\$5.645.53	\$5.814.90	\$5,989.34	\$6,169.02	\$6.354.10	\$6.544.72
Lake County ESD	\$719.08	\$740.66	\$762.88	\$785.76	\$809.33	\$833.61	\$858.62	\$884.38	\$910.91
Total (All Jursidcitions)	\$20,867.65	\$21,493.68	\$22,138.49	\$22,802.64	\$23,486.72	\$24,191.32	\$24,917.06	\$25,664.57	\$26,434.51
Total (Special Districts - Non-Edu.)	\$4,056.65	\$4,1.78.35	\$4,303.70	\$4,432.81	\$4,565.80	\$4,702.77	\$4,843.85	\$4,989.17	\$5,138.84

12/31/2032	12/31 2033	12 31/2034	12/31/2035	12,31/2036	12/31/2031	12/31 2038	12/31/2039	12/31 2040	12 31/2041	12/31/2042
\$1,474,294	\$1,518,522	\$1,564,078	\$1,611,000	\$1,659.330	\$1,709,110	\$1,760,384	\$1,813,195	\$1,867,591	\$1,923,619	\$1,981,327
35.546.14	\$5,712.53	\$5,883.90	\$6.060.42	\$6,242.23	\$6.429.50	\$6,622.39	\$6,821.06	\$7.025.69	\$7.236.46	\$7,453,55
\$6701	\$690.32	\$711.03	\$732.36	\$754.33	1,776.96	\$800.27	\$824.28	\$849.01	\$874.48	\$900.71
135265	\$363.23	\$374.13	4.385.35	\$396.91	1408.32	\$421.08	\$433.72	\$446.73	\$460.13	\$473.93
17.904.1.	\$3.084.37	\$3.176.80	\$3,272.10	\$3.370.27	9.3,471.37	\$3.575.52	\$3.682.78	\$3.793.26	\$3.907.06	\$4.024.27
1337.47	\$347.59	\$358.02	\$368.76	\$379.8.	1391.22	\$-102.95	\$415.04	\$427.49	\$440.32	\$453.53
\$9,647.33	\$9.936.75	\$10.234.86	\$10,541.90	\$10,858.16	\$11.183.90	\$11.519.42	\$11.865.00	\$12.220.95	\$12.587.58	\$12.965.21
\$6.741.06	\$6.943.29	\$7,151.59	\$7,366,14	\$7.587.12	\$7,814,74	\$8.049.18	\$8.290.65	\$8.539.37	\$8.795.55	\$9,059.42
\$938.24	\$966.39	\$995.38	\$1.025.24	\$1,056.00	\$1.087.68	\$1.120.31	\$1,153.92	\$1.188.53	\$1.224.19	\$1,260.92
\$27.227.55	\$28,044.37	\$28,885.70	\$29,752.28	\$30,644.84	\$31,564.19	\$32,511.12	\$33,486.45	\$34,491.04	\$35,525.77	\$36,591.55
\$5,293.01	\$5,451.80	\$5,615.35	\$5,783.81	\$5,957.33	\$6.136.05	\$6,320.13	\$6,509.73	\$6,705.02	\$6,906.18	\$7,113.36

Section 5. Anticipated Project Completion Dates

All ten (10) project areas will operate for the life of the urban renewal area plan. The programs in this Plan are not discrete, one-time capital investments but are ongoing programs designed to incentivize residential construction and renovations to strengthen the local economy. The exact timing of expenditures for these programs will depend upon the demand from developers and property owners.

For planning purposes, this Report assumes that housing production will occur on a standard S-curve, with fewer homes built in the initial years as awareness of the program grows and opportunities for development increase. The number of homes increases exponentially in the middle years of the program as more developers are attracted to the market, and then wanes again toward the later years as fewer properties remain that can be improved or built within the URA boundaries. This hypothetical S-curve is shown in Figure 4.

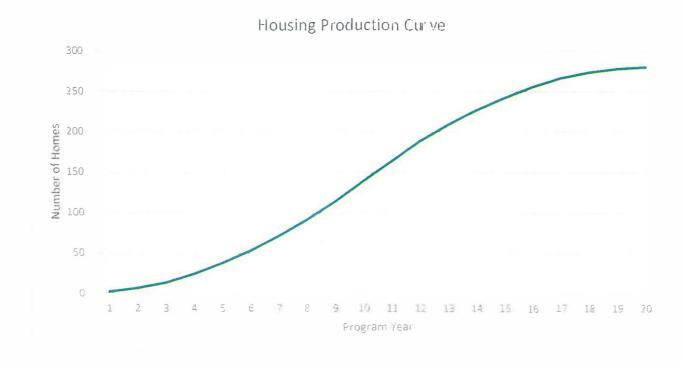


Figure 4. S-curve for anticipated housing production within the URA Plan Area

Housing production will likely be more staccato, with some years receiving more development and others less. This will not impact the total expenditures under the program or anticipated completion dates, but it will affect the timing of the cash flows, as described in Section 6.

All projects within the Plan Area will be completed within 20 years of the program adoption or by FYE 2043.

Table 5. URA Program Expenditures by Year of Execution

Year	1	2	3	4	5	6	7	8	9	10
% Take Rate	0.0080	0.0160	0.0240	0.0400	0.0480	0.0560	0.0640	0.0720	0.0800	0.0880
New Buildings and Renovations	2	4	7	11	13	16	18	20	22	25
Program 1) Planning and Code Assistance	\$1.120	\$2.240	\$3.360	\$5.600	\$6.720	\$7,840	\$8,960	\$10.080	\$11.200	\$12,320
Program 2) Land acquisition and due diligence	\$2,240	\$4.480	\$6.720	\$11.200	\$13.440	\$15,680	\$17.920	\$20.160	\$22,400	\$24.640
Program 3) Predevelopment incentives	\$2.240	\$4.480	\$6.720	\$11,200	\$13.440	\$15.680	\$17.920	\$20.160	\$22.400	\$24.640
Program 4) Infrastructure investment	\$11.200	\$22.400	\$33.600	\$56,000	\$67.200	\$78.400	\$89,600	\$100,800	\$112.000	\$123.200
Program 5) Land development incentives	\$11.200	\$22.400	\$33,600	\$56.000	\$67.200	\$78,400	\$89.600	\$100.800	\$112.000	\$123.200
Program 6) SDC Payments	\$16.800	\$33.600	\$50.400	\$84.000	\$100.800	\$117,600	\$134.400	\$151.200	\$168.000	\$184.800
Program 7) New construction incentives	\$19.983	\$41.224	\$63.725	\$109.355	\$135.003	\$161,910	\$190.075	\$219.500	\$250.183	\$282.125
Program 8) Renovation Incentives	\$2.100	\$4,332	\$6.697	\$11.492	\$14.188	\$17.015	\$19.975	\$23.067	\$26.292	\$29.649
Program 9) Research and development activities	\$22.075	\$,44.149	\$GG.224	\$110.373	\$132.447	\$154.522	\$176,596	\$198.671	\$220.745	\$242.820
Program 10) Manuf. Home Preservation/Dev.	\$1.379	\$2.844	\$4.397	\$7.545	\$9,315	\$11.172	\$13.115	\$15.145	\$17.263	\$19.467
Annual Program Expenses	\$90,336	\$182,150	\$275,442	\$462,765	\$559,753	\$658,218	\$758,162	\$859,583	\$962,483	\$1,066,860

Year	11	12	13	14	15	16	17	18	19	20
% Take Rate	0.0880	0.0880	0.0720	0.0640	0.0560	0.0480	0.0400	0.0240	0.0160	0.0080
New Buildings and Renovations	25	25	20	18	16	13	11	7	4	2
Program 1) Planning and Code Assistance	\$12.320	\$12.320	\$10,080	\$8.960	\$7.840	\$6.720	\$5.600	\$3.360	\$2.240	\$1.120
Program 2) Land acquisition and due diligence	\$24.640	\$24.640	\$20.160	\$17.920	\$15.680	\$13.440	\$11.200	\$6.720	\$4.480	\$2,240
Program 3) Predevelopment incentives	\$24.640	\$24.640	\$20.160	\$17.920	\$15.680	\$13.440	\$11.200	\$6.720	\$4.480	\$2.240
Program 4) Infrastructure investment	\$123.200	\$123,200	\$100.800	\$89.600	\$78.400	\$67.200	\$56.000	\$33.600	\$22,400	\$11.200
Program 5) Land development incentives	\$123.200	\$123,200	\$100.800	\$89,600	\$78.400	\$67.200	\$56,000	\$33.600	\$22,400	\$11.200
Program 6) SDC Payments	\$184,800	\$184.800	\$151.200	\$134.400	\$117.600	\$100,800	\$84,000	\$50.400	\$33,600	\$16.800
Program 7) New construction incentives	\$289,049	\$295.973	\$247.825	\$225.325	\$201,565	\$176.547	\$150,270	\$92.050	\$62.626	\$31.942
Program 8) Renovation Incentives	\$30.377	\$31.104	\$26.044	\$23,680	\$21.183	\$18,554	\$15.792	\$9.674	\$6.581	\$3.357
Program 9) Research and development activities	\$242.820	\$242.820	\$198.671	\$176,596	\$154.522	\$132,447	\$110,373	\$66.224	\$44.149	\$22.075
Program 10) Manuf. Home Preservation/Dev.	\$19.944	\$20,422	\$17.100	\$15,547	\$13,908	\$12.182	\$10.369	\$6,351	\$4.321	\$2.204
Annual Program Expenses	\$1,074,990	\$1,083,119	\$892.840	\$799,548	\$704,777	\$608,529	\$510,803	\$308,699	\$207,277	\$104,378

Section 6. Money required for the URA and the anticipated year in which indebtedness will be retired

The Plan assumes 200 new homes will be built, 50 existing homes will be substantially renovated, and 30 manufactured homes will be refurbished or replaced using the urban renewal incentive program, for a total of 280 dwelling units or buildings improved (Table 4). Estimated assessed values and the percentage of each unit type in the program were used to determine a unit ratio and composite assessed value for forecasting cash flows (Table 6).

Table 6 Buildings improved within the URA Plan Area

No. of Units	Program	Estimated Assessed Value	Unit Ratio	Composite Assessed Value
200	New Home	\$178.417	0.714285714	\$127,440.51
50	Renovation	\$35,000	0.178571429	\$6,250.00
30	Manufactured Home	\$114.900	0.107142857	\$12.310.71
280			1.0000	\$146,001

Specific assumptions for the cost estimates are described below, with all values expressed in constant 2023 dollars. The inflation index is shown in Exhibit C.

Program assumptions for Program incentives for new home construction (all values in 2023 constant dollars):

- Average real market value of new homes: \$232,900
- ► Changed property ratio for residential construction: 0.7660
- Average assessed value of new homes: \$178,417
- Average assessed value of existing lots: \$30,000
- Average net increase in assessed value per home: \$178,417
- Average renovated assessed value: \$35,000
- ▶ Total number of new homes participating in the program: 280
- Duration of program: 20 years

This Report assumes no more than 25 homes are built in any given year, This is a 25x increase over the Town's average production and would be considered an extreme increase in productivity. This Report assumes production gradually increases from 2 units up to 25 over a ten-year period, remains at 25 units per year for three years, and then gradually declines until the program is retired in year 20 (Table 4).

Based on these assumptions, the annual cash flow (Exhibit C) remains negative for the program's life until Year 20, with cash flow deficits after expenses ranging from \$65,336 up to \$4,729,942 (the Plan's maximum indebtedness). This cash flow forecast will fluctuate and improves in years when fewer homes are built and decreases in years with more production.

Section 7. Plan Feasibility and Financial Analysis

The complete financial analysis for the Plan is included in Exhibit C. Because the Plan is based on incentivizing homes after they are constructed and realized on the tax rolls, there is no real mechanism for determining the Plan is infeasible. In other words, if no new homes are built and no buildings are improved, the total cash outflow will be zero, and the URA will only manage the increment based on the frozen tax base, which cannot increase by more than three percent annually.

The assumed Frozen Base assessed value of the URA is \$37,664,107. Under this "No Growth" scenario, the frozen base will generate \$18,960 in gross tax receipts in Year 1, which increases three percent annually to \$33,246 in gross tax receipts in Year 20, for a total of \$509,454 in gross taxes imposed from the frozen base over the life of the URA. This gross amount is subject to compression and deductions as affected by the Real Market Values of the properties within the URA boundaries and town limits.

This Report assumes a modest Real Market Value growth rate of 3.15 percent in the Plan Area and that all 280 units are constructed or improved during the 20-year program life. This results in Program Revenue of \$6,040 in Year One, increasing to \$1,292,271 in Year 20, and cumulative (Gross) TIF receipts of \$11,661,258 in 2023 dollars. Combinging the frozen base and cumulative TIF revenues results in \$12,170,713 in anticipated cumulative TIF before compression and deductions.

Section 8. Fiscal Impacts to Local Tax Jurisdictions

The Pre- and Post-URA Gross Taxes Imposed are shown in Table 7. Before the URA Plan is implemented, the Pre-URA gross taxes imposed across all jurisdictions were just over \$2.78M. In Year 21, following the retirement of the Plan, the Post-URA Gross Taxes Imposed are just under \$7.5M, resulting in a net increase to the tax base of 2.76 times its original gross taxes imposed. In other words, the URA Plan is anticipated to raise tax revenues by 2.76 times their original amount in 20 years. Deferred Tax Revenue equals the Gross Tax Impacts to each jurisdiction.

Table 7 Pre-URA and Post-URA Gros Taxes Imposed

Tax Jurisdiction	Rate	Pre-URA Gross	Post -URA Gross	Deferred Tax Revenue
County General Fund	3.7619	\$567,890	\$1,591,153	\$1,023,263
County Library	0.4546	\$68.626	\$192,280	\$123,654
County Extension	0.2392	\$36,109	\$101,173	\$65.064
Health District	2.0311	\$306.612	\$859.085	\$552,473
Lake Cemetery District	0.2289	\$34,554	\$96,817	\$62,262
Town of Lakeview	6.5437	\$987,826	\$2.767,758	\$1,779.932
Lakeview School District 7	4.5724	\$690,242	\$1.933,967	\$1,243,725
Lake County ESD	0.6364	\$96.070	\$269,175	\$173,105
Subtotal (Gen Government)	13.2594	\$2,001.617	\$5.608,266	\$3,606,649
Subtotal (Education)	5.2088	\$786,312	\$2.203,142	\$1.416.830
All	18.4682	\$2,787,929	\$7,811,408	\$5,023,479

Section 9. Relocation Report

No properties are proposed for relocation under the Plan. This section will be updated if the Plan is amended to include relocation.

This Report will remain in Draft form until the confer and consult process is completed, and the URA Board approves or rejects local agency comments.

Exhibit A. Tax Lots included in the URA Plan Area

[Enclosed]

Neighborhood	In URA	Map and Tax Lot	ZIP	Sit		Acres	MKT_Land	MKT_Imp	I:L Ratio	AV
IEXT Rene wa'oles IEXT Rene wables	Yes	39520E00G0G4700F1 39520E0000G4700F2			4053 KADRMAS RO 4053 KADRMAS RD	53.28 21.7.1	\$47,820 \$81,730	\$0 \$98,110	0.0	\$37,690 \$115,460
EXT Renewables	Yes	39520E00000480QF3			403 KADRMAS LANE	0.54	\$50,420	\$155,170	3.1	\$104,200
EXT Renewables	Yes	39520E000004900			281 KADRMAS ROAD	26 83	\$143,160	50	0.0	\$143.160
EXT Renewables	Yes	395,20E00D005001			225 KADRMAS RD	5.56	\$67,650	\$174,580	2,5	\$166,270
1stchell Tiny Homes	Yes	39520E09BDC0110			IDETERMINED SITUS ADDRESS	0 15	\$24,670	50	0 0	\$14,360
litchell Tiny Homes	Yes	39 520 E09BD00111			NDETERMINED SITUS ADDRESS	0,21	\$29,850	\$0	0.0	\$15,810
Aitchell Tiny Homes	Yes	39S20E09BD00112			933 ROBERTA AVE	0 17	\$27,070	\$173,200	6.4	\$117,470
litchell Tiny Homes	Yes	39520E098D00113			925 ROBERTA RU	0,27	\$27,070	\$173,200	6.4	\$117,4/0
Atchell Tiny Homes	Yes	39S20E09BD0C11-4			IDETERMINED SITUS ADDRESS	0 17	\$27,070	50	0.0	\$15,250
litchell Tiny Homes	Yes	39S20E09BD00115			DETERMINED SITUS ADDRESS	0.17	\$27,070	SO	0.0	\$15,250
Attchell Tiny Home's	Yes	39S20EJ9BD00116			905 ROBERTA AVE	0 17	\$27,070	\$0	0.0	\$15,250
Altchell Tiny Homes	Yes	39S20E09BD0011/			905 ROBERTA RD	0.17	\$27,070	\$0	0.0	\$15,250
Aitchell Tiny Homes	Yes	39S20E09BD00118			NDETERMINED SITUS ADDRESS	0 17	\$27,070	50	0.0	\$15,250
Aitchell Tiny Hame:	Yes	39520E09BD00119			NDETERMINED SITUS ADDRESS	0.17	\$27,070	50	C.G	\$15,250
Aitchell Tiny Homes	Yes	39S20E09BD00120			IDETERMINED SITUS ADDRESS	0 1 7	\$27,070	SO	0.0	\$15,250
Altshell Tiny Homes	Yes	39S20E09BC00121			DETERMINED STUS ADDRESS	0.17	\$27,070	50	0.0	\$15,250
Attchell Tiny Homes	Yes	39S20E09BDc0122		97132 UI	DETERMINED SITUS ADDRESS	0 1 7	\$27,070	50	0 0	\$15,250
Attchell Tiny Homes	Yes	3952CEQ913UD0123		97132 UI	NDETERMINED SITIUS ADDRESS	0.17	\$27,070	SO	0.0	\$15,250
Artchell Tiny Hornes	Yes	39S20E099D0012-4		97132 U	DETERMINED SITUS ADDRESS	0.17	\$27.070	50	0.0	\$15,250
ditchell Tiny Hames	Yes	39520E098D20125		97132 UI	NDETERMINED SITUS ADDRESS	0.17	527,070	\$0	0.0	\$15,250
Altchell Tiny Homes	Yes	39520E09BD00126		97132 UI	NDETERMINED SITUS ADDRESS	0 17	\$27,070	50	0 0	\$15,250
Mitchell Tiny Homes	Yes	395206098000127		97132 UI	VOETERMINED SITUS ADDRESS	0.17	\$27,070	\$0	0.Q	\$1.5,250
Mitchell Tiny Homes	Yes	39\$20E09BD00128			NDETERMINED SITUS ADDRESS	0 17	\$27,070	SO	0.0	\$15,250
Altchell Thy Hames	Yes	39520509BD00129			NDETERMINED SITUS ADDRESS	0.17	\$27,070	50	0.0	\$15,250
Vitchell Troy Homes	Yes	39520E09BD00130			NDETERMINED SITUS ADDRESS	0 17	527,070	50	0.0	\$15,250
Attchell Tiny Homes	Yes	39520E09BD00131			NOFTER MINED SITUS ADDRESS	0.17	\$27,070	\$0	0.0	\$15,250
uture Commercial Development	Yies	39S20E09D000201			NDETERMINED SITUS ADDRESS	5	\$21,820	50	0.0	\$20,650
North Lakeview	Yes	39520E10CA00301			2 N 12TH ST	0.57	\$38,000	\$42,060	1.1	\$62,070
Jorth Lakeview	Yes	39520E10CACC4:00			2 N 12TH ST	0.57	\$32,:440	\$105,110	3.2	\$101,910
forth Lakeview		39520F10CACCEGO							2,8	
	Yes				17 N 12TH ST	0.1	\$17,940	\$50,270		\$62,570
Yorth Lakeview	Yes	39S20E10CA00700			26 N 11TH ST	0 38	\$34,640	\$43,640	1 3	\$53,440
North Lakevicw	Yes	39\$20E10CA00800			.2 N 11TH ST	C.27	\$31,380	\$66,840	2,1	576,320
Yorth Lakeview	Yes	39520E10CA00900			12 N 11TH ST	0.2	528,270	\$42,000	1.5	\$51,550
Vorth Lakeview	Ves	39520E1.0CA01100			070 N J 57	0.11	\$19,290	\$33,070	1.7	\$41,67G
York Lakeview	Yes	39520E10 DA01101		97630 10	030 N J ST	0.1	517,940	\$130,830	7.3	5110,-120
Vorth Laxeview	Yes	39520E10CA012G0		97690 94	\$7 N. 11TH ST	0.37	\$34,440	\$72,730	2.1	\$82,860
North Lakeview	Yes	39S20E10CA01300		97630 9	IS N 11TH ST	0.69	\$43,160	\$1.17,960	3.4	\$106,000
North Lakeview	Yes	35520E10CA0150C		97630 €	3 N 10TH ST	0.31	\$32,8:20	\$122,260	3.7	5109,480
North Lakeview	'r'es	39520E10CA01500		97630 9	15 N 10TH ST	0 1	517,940	5.9E,21D	2.6	538:310
North Lakeylew	Yes	39520E1GCA01700		97690 97	25 N 101H ST	1.3	\$17,940	922,34C	1.2	\$30,930
North Lakeview	Y-25	39320F10CAU1800		97140 9	85 N 10TH 5T	0.15	\$23,970	\$5.1,960	2.3	\$55,650
North Lakeview	Yes	39520E10CA01900		97650 9	KAN 107H ST	0.05	\$9,430	\$47,460	5,0	\$24,330
North Lakeview	Yes	39520E10CA02000		891039	TEN 10-TH ST	0 13	521.770	\$84,770	3.9	\$59,130
North Lakeview	Yes	39520E10CA02160		89109 9	BA N J ST	0.07	\$13,380	\$8,940	0.7	\$10,115
North Lakeview	Yes	39520E10CA021001		97501 9			50	\$43,600	0.0	\$43,600
North Lakeylew	Yes	39520E10CA32200			44 N 97 4 51	0.19	\$27,560	\$67,350	2,4	\$59,000
North Lakeview	Yes	39520E 10CA023CD			38 N 91H ST	0.15	523,970	\$115,250	4 3	59-1,930
North Lakeview	Yes	3952051.0CA02400			BO N 9TH ST	0.16	\$24,980	\$63,790	2.6	\$61,670
North Lakeview	Yes	3952(1.10 402500			22 N 91H ST	0 16	\$24,980	\$104,030	4.2	\$94,960
North Lakeview	Ves	39520110CA02500			NOTER MINED STUS ADDRESS	0.16	524,580	\$22,000	0.9	\$22,490
North Lakeview	Yes	39S20E10CA02700				0.16			4.3	
					05 N 91H ST		53.4,980	\$107,084		590,000
North Lakeview	Yes	39520E10CA02800			12 HTE N AA	0.16	\$24,980	\$78,920	3.2	\$69,980
Morth Lakeview	Yes	39520E10CA02900			38 N 9TH ST	0.17	\$25,910	\$112,330	43	\$85,960
North Lakeview	Yes	3952051DCAG3C00			9C N 9TH ST	0.16	\$24,980	\$104,290	4.2	\$87,270
Morth Lakewiels	Yes	19520E10CA03100			20 N. 9TH ST	0.15	\$23,970	\$95,340	40	581.090
Vortfi Lekeview	Yes	39520E10CA0320D			1C N 9TH ST	5.2	\$28,2.0	\$1.11,900	4.0	\$83,680
Morth Lakevilly	Yes	395 20° 10CA03300			57 N H ST	0.71	\$44,060	562,540	1.4	\$83,060
Yorth Lakeview	Yes	39\$20910CA09400			43 N 9TH ST	0.3	\$32,440	376,670	2.4	\$102,670
North Lakeview	Yes	39520E10CA03500			05 N 9TH ST	0.15	\$23,970	\$50,300	2.5	\$61,937
North Lakeview	Yes	39S20E10CA03600			INDETERMINED ADDRESS	0.16	\$24,980	\$4,590	0.2	512,390
North Lakeview	Yes	39S20E10CA03700		97630 9	19 N 9TH ST	0 16	\$24,980	\$66,920	2.7	Soi: 600
North Lakeview	Yes	39520E10CAC3800		97630 9	37 N 9TH ST	0,4	S34,950	\$145,260	4.2	\$94,790
North Lakeview	Yell	39\$20E10CA03801		97630 9	29 M 9TH ST	0.2	\$28,270	\$74,890	2.6	\$75,550
North Lakeview	Yes	39520E10CA039C0			72 L M 30	0.13	\$21,770	\$58,670	2.7	\$59,320
North Lakeview	Yes	39520E10CAC4000			38 N STH ST	0 13	\$21.770	\$60,500	2.8	SE0.450
Vorth Lekevie :	Yes	395205100A04100			30 N 8TH ST	0.13	\$21,770	\$35.210	1.6	\$40,2117
North Lakeview	Yes	395 ME10CAGA200			2S N 8TH ST	0 13	\$21,770	570,330	3.2	\$66,440
North Lakeview	Yes	39520E10CAC4300			20 N 87H ST	0.13	\$21,770	\$60,680	2.8	\$56,670
North Lakeview	Yes	39S20F10CA04400			12 N 8TH ST	0 13	\$21,770	\$60,450	2.8	\$38.240
North Lakeview	Yes				06 N STH SI	0.16	\$24,980	\$86,240	3.5	\$56,610
North Lilleview	Yus	39520E10CAC4500			148 N 8TH ST	0.18	521,770			
Vorth Lakeview								\$59,570	2.7	\$47,940
North Lakeview	Yes	39\$20E10CAG4700			340 N 8TH ST	0.15	\$23.970	\$26,880	3.6	\$35,840
	Yes	39520E1(#EA0480(30 N 8TH ST	0.17	523,270	\$101,390	3.6	\$8.4,890
North Lekeview	Yes				24 N ATH ST	0.17	\$25,910	\$19,550	8,0	\$33,090
North Lakeview	Yes	39520F10CAC4900			24 N STH ST		\$0	52.080	0.0	\$2,080
North Lakeview	Yes				126 N BTH ST	0.17	\$25,910	\$8,830	0,3	\$23,510
North Lakeview	Yes	39S20E10CA04901P1	9569	31 272: 1			50	\$2,430	0 0	52,350
North Lakeview	Yes				777 ht H ST	0.21	\$28,910	\$57,480	2.0	\$51,670
North Lakeview	Yes				819 N 8TH ST	0 13	\$21,770	\$65,810	3 1	\$61,960
North Lakeview	Yes	39520E10CAU52CO		97630 8	325 N 8TH ST	0,13	\$21,770	\$81,680	3.8	\$79,790
North Lakeview	Yes	39S20E10CA05300		97630 8	33 N STH ST	0.78	526,771	\$1,00,390	38	\$84,930
North Lake, Few	Yes				947 A 8TH ST	0.24	\$30,476	\$61,960	2.0	\$57,670
North Lakey in	Y44	39-26E10CA05		97630	H5 1 8TH 5	0.18	\$21,770	5.51.690	2.8	580,531
North Lake, en North lake, e.,	Yes				25 1/8TH 5T 25 1/8TH 5T	0,13	521,770 521,770	\$22,250	1.0	\$18,940

leighcorhood	In URA	Map and Tax Lot	ZIP	Situs	Acres	MKT_Land	MKT_Inip	I:L Ratio	AV
orth Lakeview	Yes	39520E1GCA05800		93610 929 N 8TH ST	0.13	\$21,770	\$24,800	1.1	536,960
rth Lakeviely	Y-25	39S20E10CA05900		9763C 780 N J ST	0 26	\$31,140	\$102,290	3.3	597.7:10
rth Lakeview	Yes	39520E10CA06000		97140 790 N J ST	0.13	\$21,770	\$42.040	1.9	\$23,970
rth Lakeview	Yell	39520E10CA06100		97630 948 MILLVIEW	0.2	523,270	593,020	3 3	\$92.380
rth Lakeview	Yes	39S20E10CA06200		97630 938 MILLVIEW	0.21	\$28,910	\$57,510	2.0	\$59,570
rth Lakeviely	Ye	39520E10CAC6300		97630 928 MILLVIEVV	0.17	\$25,910	569,690	2.7	\$63,960
rth Lakeview	Yes	39520E1QCA06400		97630 S18 MILLVIEW	0,17	\$25,910	\$98,220	3,8	\$74,480
rth Lakeview	Yes	39S20E10CA06500		97630 906 MILL VIEW	0.17	525,910	\$113,950	4.4	\$102,-12
rth Lakeview	Yes	39520E10CA06600		89103 852 MILI.VIEW	0,17	\$25,910	\$77,620	3,0	\$77,63
rth Lakeview	Yes	39520E1CCA06700		97424 840 MILLVIEW	0 17	\$25,910	\$72,500	2.8	576,71
rth Lakeview	Yes	39S20E1CCA068CO		97633 832 MILLVIEW	0.17	\$25,910	\$73,070	2.8	\$72,48
orth Lakeview	Yes	39S20E10CA06900		97630 822 MILLVIEW	0.17	525,910	572,530	2.8	\$68,40
rth Lakeview	Yes	39520E10CA07000		97630 814 MILLVIEW	0.17	\$25,910	\$33,610	1,3	\$50,80
orth Lakeview	Yes	39S20E10CA07100		97630 763 N H ST	0 17	\$25,910	\$106,700	4.1	\$87,90
arth Lakeview	Yes	39520E10CA07200		97739 764 N H ST	1,26	\$61,430	\$107,380	1.7	\$1.59,5
orth Lake-view	Yes	39520E10CA07200		97739 764 NH #08 ST		50	52,020	0 0	\$2,020
orth Lakeview	Yes	39520E1GCA0720G		97739 764 NH #10 ST		50	52,550	0.0	\$2,5.5
orth Lakeview	Yes	39520E10CA07200		97739 764 N H #15 ST		50	\$2,100	0 0	\$2,10
orth Lekeview	Yes	39S20E1.0CA07200		97739 764 N H ST		50	\$3,020	0.0	\$3,02
orth Lakeview	Yes	39520E10CA07200		97739 764 N H #19 ST		SO	\$1,210	0.0	\$1,21
orth Lakeview	Yes	39520E10CA07200		97739 UNDETERMINED SITUS ADDRESS	0.15	\$23,970	\$0	0.0	
									\$11,01
k.eview Lumber	Yes	39S20E10CC00100		82450 UNDETERMINED SITUS ADDRESS	20.78	\$181,040	\$84,070	0.5	5172.3
keview Lumber	Yes	35S20E10CC00200		97478 545 N I ST	0.15	\$23,970	\$3,760	0.2	527,50
keview Lumber	Yes	39S20E10CC00201		97630 541 N I ST	0.13	\$26,770	\$23,560	0.9	\$29,56
keview Lumber	Yes	39520810CC00201		97630 541 N J ST		\$0	\$35,950	0.0	\$35,99
keview Lumber	Yes	39520E10CC00300		97630 541 N J ST	0.19	\$17,020	50	0 0	513,19
keview Lumber	Yes	39S20E10CC00400		97630 539 N J ST	0.18	\$26,770	\$56,890	2.1	\$61,20
keview Lumber	Yes	39520E10CC00500		97630 531 N J ST	0.77	53-1,30 D	\$30,170	2.3	5111,1
keview Lumber		39520E10CC00600		97632 505 N 1ST	0,79	\$32,010		1.1	
	Yes						\$33,760		\$53,80
keview Lumber	Yes	39S20E10CC00700		97630 535 N I ST	0 15	\$23,970	\$43,930	1.8	\$44,3
keylew tumber	Yes	39S20E10CC00701		97630 515 N J ST	0,15	\$23,970	\$57,570	2.4	\$57,4
keview Lumber	Ye F	39S20E10CC00702		99362 S25 N J ST	0 16	\$24,980	579,210	3.2	\$68,0
keylew Lumber	Yes	39520E10000000		97630 425 NJ STREET	0.26	\$28,330	\$96,470	3.4	5119,3
keview Lumber	Yes	3952GE10C C00803		98595 1018 N 4TH ST	0.2	532,440	\$145,010	4.5	\$109,4
keview Lumber	Yes	39520E10CC0G805		97630 1122 NO.J STREET	0.16	\$24,370	\$48,230	2,0	572,6
keview Lumber	Yes	39\$20E10CC00807		97630 UNDETERMINED SITUS ADDRESS	0.01	\$1,6.10	\$0	0 0	\$1,32
Kevlew Lumber	Yes	395202100000800		97530 UNDETERMINED SITUS ADDRESS	0,05	\$7,800	\$0	0.0	53,29
keview Lumber	Y 12 S	39520E10CC00899		97630 UNDETERMINED SITUS ADDRESS	0.04	\$6.310	50	0 0	\$5,06
kevfew Lumber	Yes	89529E10CC00900		97630 1028 P 17H S	0,07	\$15,830	5103,670	6,2	597,21
akeview Lumber	Ye.	3952GE10CC01000		97630 UNDETERMINED SITUS ADD EST	0.48	S3E,7:0	\$35,120	1 C	\$55,9
keylew Lumber	Yes	39520E10CC01001		97630 UNDETERMINED SITUS ADDRESS	0.02	\$3,230	\$0	0.0	\$2.14
akeview Lumber	Yes	39S20E10CC01100		97630 1100 NO. 4TH ST.	0.61	559,360	51 17,350	2.0	\$166,7
akeview Lumber	Yes	89920E10CC01200		97550 1190 NORTH 4TH ST.	0,61	\$6,100	\$94,430	2,6	S3 2
akeview Lumber	Yes	39S20E10CC01400		82450 UNDETERMINED SITUS ADDRESS	1.78	51 47,720	\$43,830	0.3	518 E
. 140	Yes	39520E10CD07000		97503 811 N 6TH ST	0.5	537,250	520 270	S.o	\$173,2
1.10	Yes	39520E10CD07001		97630 UNDETERMINED SITUS ADDRESS	.0.02	\$3,820	S0	0 0	517
, 140	Yes	99520E10CD071G0		97630 539 N H ST	0,2	\$28,270	597,480	3.4	\$87,4
1-10	Yes	3952CE10CD07101		97630 523 N H ST	0.18	526,770	5100 140	3.7	575.9
140	Yes	39570-1UCD07280		97630 511 N H ST	0,21	\$28,910	527 230	0.9	\$39,9
140	Yes	39520E10CD07400		97630 511 N H (BACK PART) ST	0.32	533,160	5.140	0.0	516.9
.140	Yes	39520610CD07401		97890 UNDEFERMINED STUS ADDRESS		\$33,160		0.0	
					0,92		\$0		\$17,9
140	Yes	3952CE10CD07402		97630 835 N ETH ST	0.33	\$13,450	S1 TO 3 TO	4.5	5134
,140	Yes	3952CE1 OCD0780C		97630 UNDETERMINED SITUS ADDRESS	50.0	\$7,560	50	0.0	\$2,00
140	Yes	39520E 10CD07802		97530 917 N 6111	0.34	\$3.3,-150	\$74,650	2.2	584,1
, 140	¥23	3952051000007808		97630 907 N 6Th	0,3	592,440	\$24,950	0.8	\$36,4
140	Yes	39S20E10 D 7910		97630 528 372 N 1 51	0.69	539 130	5275 620	7.0	5227
.140	/es	39520E13CD07902		97630 931 N 6TH ST	0.16	524 980	545,130	1.8	\$39.6
1.1.10	Yes	39520E10CD0800C		97630 S18 N J	0.49	\$36,710	\$85,350		586.1
1, 140					0.48		CACC CAC	2 3	
	Yes	39520E10CD08001		97630 520 N I	0.46	\$26,150	\$158,940	6,5	\$1.54,0
1.10	Yes	39520E10CD08100		97601 S14 N J S3	0 13	\$21,770	\$2.1,700	1.1	\$35,1
. 140	Yes	23520E10CD08200		97630 SC6 N J ST	0.25	531,1-10	581,950	2.6	\$87,7
140	Yes	39520E10CD08300		97530 UNDETERMINED SITUS ADDRESS	0.3	\$23,470	50	0.0	\$23,4
.140	Yes	39520E10CD08400		97630 UN DETERMINED SITUS ADDRESS	0.2	\$17,700	\$54,800	3,1	572,0
1.140	Yes	39\$20E10CD085C0		97630 954 N 4TH ST	0.17	\$25,910	\$108,990	1.2	\$91.2
1,140	Yes	39520E10CD08500		97530 940 N 4TH ST	011	\$19,290	\$27,960	1,4	\$84,5
140	Yes	39S20E1CCD08700		97630 930 N 4 TH ST	0.2	\$28,270	\$154,530	5 5	\$130,
1, 1/10	Ana	39520E10CD08800		97530 UNIDETERMINED SITUS ADDRESS	0.33	\$20,540	56,730	0,3	\$2.5,5
140	. Yes.	39520E10CD08802		97630 UNDETERMINED SITUS ADDRESS	13.15	\$12,210	50	0.0	512.2
1,140	Yes	39\$20E10CD08900		97630 91 a N 4TH ST	0.68	\$64,170	5144,860	2.3	\$196.
1:10	Yes	39S20E10CD09200		97038 828 N 4 TH ST	1 -12	\$113,850	\$10:1,930	0.9	5218,
140	Yes	39520E1QCD099C0		97640 816 N 4TH ST	0.23	\$90,020	\$87,180	2.9	\$76,8
140	Yes	395208100009400		97630 806 N -1TH ST	0 19	527 560	\$945, 15 0	3.5	573
.140	Yes				0.19	\$26 770	\$68,200		
				97630 425 N H ST				2.5	\$65,3
140	Y#	39520 - 10 - 10 950 0		97630 437 N H ST	0 21	\$19,590	\$108,670	5.5	589
(. 1.40	YE3			97630 505 N H ST	0.21	\$28,91.0	\$97,420	3.4	\$98,3
1 140	Y25	39S20E10CD09800		97630 -135 N H S I	0.1.1	\$22,890	\$85,-120	3.7	\$64,1
1.140	Yes	395208100109900		97590 728 N 51H ST	0.18	\$16,910	\$0	0.0	\$15.4
1 140	Yes	39S20E10(D10000		97430 UNDETERMINED SITUS ADDRESS	0.3	538,550	SO	0.0	536 3
140	Yes			97530 728 N 4TH ST	0.18	\$26.810	\$62,230	2.3	S62,
1 1:10	Yes	39S20E10CD10?00		97530 UP.DETERMINED SITUS ADDITESS	0.02	53,230	50	0.0	53,0
1, 140	Yes			94991 UNDETERMINED SITUSADDRESS	0,4:1	\$73,130	\$964,530	13.2	\$932,
1.10	Yils			94931 716 M 4TH	0.13	541,810	\$0	() ()	5-11-8
N 140	Yes	29520 F10CD10500		94991 UNDETERMINED SITUS ADDRESS	C.01	\$1,640	SO	0.0	\$19
Dayyntown Corrigon	Ties	3992 0E1 0CQ 71 700		97690 S24.76 G S2	1.67	579,490	S1 147 37 P	14.4	\$1,336
	Ves			95178 414 N G	0.79	591,610	\$1 191 300	18.3	S1 232
Jowntown Carridar	200								

Neighborhood	In URA	Map and Tax Lot	ZIP	Situs	Acres	MKT_Land	MKT_Imp	I:L Ratio	AV
2014 ntown Careldon	Yes	39520E10C012101	8950	3 611 N F	0.24	\$33,320	\$241.010	7.2	\$262,230
ownite an Corridor	Yes	39S20E10DC013C0	9770	8 INDETERMINED SITUS ADDRESS	1-22	\$50,050	\$329,710	5.6.	\$362,120
lownto wn Corridor	Yes	39520E15A8C0101	9763	0 318 N F	1.09	S124 C40	\$627,340	5.1	\$719.870
lowntown Corridor	Yes	39S20E15AB00300	9770	S UNDETERMINED SITUS ADDRESS	0.38	524 510	\$255,240	10.	5279,750
owntown Carridor	Yes	39520E15A801500	7538	0 244 NORTH F.ST.	1.2	\$136,560	\$1,026,840	7.5	\$1,113,43
owntown Con idor	Yes	39520E15AB0160C	7538	O UNDETERMINED SITUS ADDRESS	0.47	\$75,880	\$39,620	0.5	\$115,500
owntown Carrido:	Yes	39520F15AB01700	7538	O UNDETERMINED SITUS ADDRESS	0.25	\$34,270	\$17,070	0.5	\$51,340
owntown Cerridor	Yes	39S20E1SABC1800	9763	0 508 N 2ND	0.26	\$35,200	\$2\$2,330	7.2	\$287.530
awntewn Corridor	Yes	39S20E15AB02400	9763	6 UNDETERMINED SITUS ADDRESS	0.05	\$12,780	30	0.0	58,570
owntown Corr.dor	Yes	39S20E15A802500		O UNDETERMINED SITUS ADDRESS	0.01	51,760	SO	0.0	\$1.760
owatown Corridor	Yes	39520E15A802600		6 410 NORTH 15T ST	0.33	\$23,330	ŚO	0.0	\$23,330
owntown Corridor	Yes	39S20E1SAB02700		0 126 N E ST	0 09	524,810	5206,340	8 3	5221,120
owntown Carridor	Yes	39520E15AB02800		0 120 NORTH E ST.	Ω,05	\$16,590	\$60,310	3.6	576,900
owntown Corridor	Yes	39\$20E15AB02900		0 112 N E ST	0.05	\$16,590	\$234,790	14 2	\$235,270
ewntown Corridor	Yes	39520E15AB03000		0 108 NORTH E ST.	0.11	\$26,470			
owntown Corridor	Yes	39520E15AB03100		0 102 NORTH E ST	0.09	\$24,810	\$248,110	9.4	\$268,28
awntawn Corridor	Yes	39520E15AB03200			0.09		\$129.100	5 2	\$137,69
owntown Corridor				0 SGB N: 151		\$41,320	\$159,470	3,9	\$200,79
	Yes	39520E15AB03300		O 115 NORTH E ST	0 05	\$10,890	\$140.740	12 9	\$1.4.4,83
awntown Corridor	Yes	39520E15A809400		0 117 NORTH E ST.	0.05	\$10,890	\$130,260	12,0	\$133,34
owntown Corridor	Yes	39S20E15AB03500		1 125 NORTH E ST	0.04	\$13,410	SO	0.0	\$13,410
owntown Corridor	Yes	39520E15AR03600	9810	1 125 N E	0.36	\$19,690	\$907,100	46.1	\$874,85
owntown Corridor	Yes	39S20E15AB03700	9810	1 UNDETERMINED SITUS ADDRESS	0.2	\$41,320	SO	0.0	5:11,320
owntewn Corridor	Yes	39520E15A80380D		6 518 NORTH 15T ST.	0.2	541,320	\$416,760	10,1	\$432,64
owntown Corridor	Yell	39S2CE15AB03900	9763	0 531 NORTH 157 ST	0.03	\$11,170	\$57.410	5.1	\$62,500
pwntown Carridar	Yes	39520E1.5AB040G0		0 525 NORTH 15T ST.	0.07	\$10,240	\$135,590	13,2	\$139,18
owntown Corridor	Yes	39S2CE15AB04100	97630-0021	526 CENTER ST	0.33	\$54,040	\$94,310	1 7	\$142,67
lowntowr Corridor	Yes	39S20E15A8C4200	9750	3 25 N E ST	0.09	\$24,810	\$105,220	4.2	\$130,03
owntowr, Corridor	Yies	39520E15AB04300		0 15 N E	0 11	\$26,470	599.440	3 8	\$125,91
pwntown Corridor	Yes	39S20E15ABU4400	8970	9 11 NORTH E STREET	0.05	\$10,890	\$79,910	7.3	\$90,800
lowntown Corridor	Yes	39S20E15AB04500		0 7 N E	0.04	\$13,410	599,370	7.1	588,820
owntown Corridor	Yes	39S20E15A834600		0 1 N E ST	0.11	\$26,470	\$135,970	5.1	\$88,640
owntown Corridor	Yes	39520E15AB04700		0 4 N E ST	0 1	\$25.810	\$120,330	4 7	5145,14
lawntown Corridor	¥£5	39S20E15AB04800		O S N EST	0.06	\$15,690	\$75,11G	9.7	\$51.41
owntown Carridor	7:25	39520E15A804900		0 12 N E ST	0.06	\$19,690	\$57,\$70	29	574.120
lowntown Carridge	Yes	39520E15AE05000		0 18 NO E ST	0.06	\$19,690	597,410	4.9	\$112,15
owntown Corridor	Yes	39S20E1SAB05100		22 26 N E ST	0.00				
owntown Carridar	Yes	59S20E15A8052Q0				\$13.410	\$83,620	6.2	\$92.89
owntown Corridor	Yes	39S20E15AB05300		12 26 N E ST	0,06	\$19,690	\$96,360	4.9	\$111,14
				08 411 N. 15T ST	0 C-1	\$10 380	\$107.180	10 3	\$72,72
lawntown Corridor	Yes	39520E15A3054U0		3 40a N 15757	006	\$15,290	575,300	5.0	\$87,600
Jowntown Corridor	Yes	39S20E15AB0S500		0 410 CENTER ST	031	539,340	\$107.170	2.7	5140 44
lawntown Carridar	79.5	39520E15A305700		5 100 N D ST	0.62	535,540	\$279,490	7.6	\$238,09
owntown Corridor	Yes	39S20E15AB058CC		II UNDETERMINED SITUS ADDRESS	0.17	\$11,390	\$9,610	0.3	\$14,910
Iowntown Corridor	'tes	39520 E15 A805900	9582	2B 1 R 2 N D ST	0,17	\$90,130	\$51,070	1.7	547.27
Downtown Corridor	Yas	39520E15AC00500	9775	UNCETERMINED SITUS ADDRESS	-1 O	\$14,130	\$0	0.0	513.480
Jawntown Corridor	Yes	39520E15ACOUGEO	9769	10, 335 CENTER ST	0.14	\$14,130	\$47,860	3.4	\$51,12
owntown Corridor	Yes	39520E15ACC07C0	97.63	D 411 CENTER ST	0.11	\$14,130	5101,510	7.2	\$112,40
Jowntown Carriags	Yes	39520E15AC96800	9742	3 1 S E	0.12	527,820	\$919,160	11,5	\$345,98
lowntown Corridor	Yes	39S20E15AC00900	9560	# 9 S E ST	0.09	\$15,390	5102.970	6.7	\$115.45
lowntown Carridor	Yes	39520E15ACO1000	9775	6 19 S E S	10,5	\$12,140	5142,220	11.7	S145,87
Downtown Corridor	Yes	39S20E15AC01 100	9798	23 23 S E ST	0.07	\$14,280	\$25,520	1 3	\$39,79
Cowntown Garridar	YES	39520515AL01200		16 2/ SO E ST	0,07	\$10,240	\$121,680	11,9	\$27,77
Downtown Corridor	Yes	39520E15AC01300		86 UNDETERMINED SITUS ADDRESS	0.05	\$9,270	\$126,340	13 6	518,43
Jav.ntov.n Corriger	Yes	39520E15AC01500		00 109S	0,23	\$43,860	\$118 200	2.6	\$164,06
Downtown Comder	Yes	39520E15A(01600		O UNDETERNINED SITUS ADDRESS	0.21	\$18,380	\$11.770		
Iswntawn Corrigor	Yes	39520215A 74,00		11 118 SO THEST	0 12	\$13,580		06	\$30.150
Downtown Corridor	Yes	E9S20E15AC01800					\$37,410		\$50,50
Downtown Corridor Downtown Garridan		39520£15ACM300		30 UNDETERMINED SITUS ADDRESS 30 124 SOUTH E ST	0.13	\$15,310	\$7.640	0.5	\$23,95
Day of the Control of	Yes	200725-00-00-00-0			0.11	\$12,480	\$57,250	4.5	\$56,52
Downtown Corridor	Yes	39S20E15AC02000		10 138 S E ST	0 21	528.910	\$117,400	4.1	\$79.210
Downtown Carildar	Yes	39520E15AC02100		30 139 S F ST	0,25	\$30,850	\$155,210	5.0	S94,25
Downtow, n Corrictor	Yes	39S20E1SBA003C0		20 245 NORTH F	0.28	\$22,490	\$75.1,800	3.1 ()	570 16
Dewntown Carridor	Yes	95520E158AU0400		BO UNDET ERMINED SITUS ADDRESS	0.15	\$14,520	\$8,940	0.6	\$23,46
Downtown Corridor	Yes	39S20E15BA00500		50 2.23 (KDR7H F ST	0.09	515.23U	51.26 5-10	7.5	\$135.79
Dovintow a Corridor	Yes	39520E155A006C0	976	10 209 N F ST	0.24	547.280	\$289,260	6.1	5322,93
Downtown Corridor	Ylls	39S20E15BA00700	9763	80 630 N 2ND	0 16	52-1,930	\$6-1,100	2.6	568,47
Downtown Carridor	Yes	39920E158AQ0701	976	O UNDETERMINED SITUS ADDRESS	0.16	\$25,320	\$0	0.0	\$25,32
Downtown Corrido:	Yes	39S20E15BA00800	976	30 UNDETERMINED SITUS ADDRESS	0.09	\$12,630	\$57,620	4 6	567.09
Downtown Carridar	Yes	39520E15BAQ0900	976	30 230 NORTH G	0.17	\$25,910	\$152,720	5,9	\$110,55
Downtown Corridor	Yes	39S20E1SBA01000		30 TOWN OF LAKEVIEW	0 14	\$22.890	\$11,940	0.5	\$26,37
Downtown Corridor	Yes	39S20E158A01,100	976	BO TOWN OF LAKEVIEW	0.1-1	\$14,130	\$9,430	0.7	\$23,09
Downtown Corridor	Yes	39520E15BA01200		BO 251 NORTH F ST	0 14	\$30,020	\$28,280	0.9	554.92
)owntown Carridor	Yes	39S20F15B401z01		30 251 NORTH F ST	0.08	\$15,390	S10,780	0,7	\$25,17
owntown Corridor	Yes	39520E15BA01202		BC 2-13 NOTH G ST	0.00	\$14,520	56.100	0.1	\$20.63
Downtown Carridor	Yes	39520E15BA01209P1		30 342 N G ST		\$0	\$1,750	0,0	\$1,750
Downtown Corridor	Yias	39S20E1SBA01300		30 301 NORTH G ST	0.21				
Downtown Carridar	Yes	39520E15BA01400				\$39,050	50	0.0	\$39.05
Downtown Corridor				12 30FINGST	0.05	\$11,470	\$42,7'90	3,7	\$33,57
	Yes.	39S20E15BA01402		30 UNDETERNAINED SITUS ADDRESS	0.06	\$7,720	\$22,590	29	\$20,71
Downtown Corridor	Yes	39520E15HA01500		20 323 NORTH F ST	3.55	\$34,250	5455,600	19.3	\$467,5
Downtown Corrido:	Yel	39520E15BA01500		30 639 N ATH	0 15	\$2.4,790	\$\$3,160	2 1	\$73.55
Downtown Corridor	Yes	39520E159A01700		01 715 NORTH 4TH	AE.O	\$55,€20	\$166,060	3.6	\$173,4
Dawntown Corridor	Yes	39520E15BA0180		17 335 N G STREET	0.21	\$30,470	\$87,980	2.9	\$\$6.72
	765		601	92 UNDETERMINED SITUS ADDRESS	0,58	\$45,260	\$0	0.0	\$26,74
		39520E15BA()2200		30 UNDETERMINED SITUS ADDRESS	0.16	\$21,370	SO		\$22,49
Joruntown Carridor	Yes	22220E 13 BMM2200	5/0					0.0	
Downtown Carridor Downtown Corridor	Yes	39520E15BA02300		AG UNDETERMINED SITUS ADDRESS				0.0	
Downtown Carridor Downtown Carridor Jownsown Carridor			976	AG LINDETERMINED SITUS ALIDRESS	0.29	\$97.800	\$Q	0.0	\$37.80
Downtown Carridor Downtown Carridor Downtown Carridor Downtown Carridor Downtown Carridor	Yes	395 0=156A02400	976 976						\$37,80 \$418,71 \$54.25

Neighborhood	In URA	Map and Tax Lot	ZIP Situs	Acres	MKT_Land	MKT_Imp	I:L Ratio	AV
Sowntown Corridor	¥es Vac	39520E158A02601	97603 740 NOR'TH 2ND ST.	0.23	\$19,650	\$243,370	12.4	\$251,630
Downtown Consider Downtown Consider	Yes	39S20E15BA02700 39S20E15BAC2800	89702 232 N H ST 83619 240 N H ST	0 28 0,17	\$31,540	\$97,990 \$37,540	3.1	\$8-1,6-10 \$58,112
lowntown Corridor	Yes	39520E15BA02900	97630 242 A H ST	0.17	\$25,910	570,900	2.7	571 450
swntown Carridor	Yes	39520E15BA03000	97630 242 I. H ST 97630 301 NORTH G ST	0,81		\$918,660	12.7	5990,820
owntown Corridor	Yes	39520E15BA03100	60192 UNDETERMINED SITUS ADDRESS	0.01	\$7 2,160 \$30,610	50	0.0	\$30,610
owntown Corridor	Yes	39\$20£15BA03200	97630 330 N H ST	0.2	\$28,270	553.8-10	1.9	\$55,010
owntown Corridor	Yes	39520E15BA03300	97630 338 N H ST	0.21	528,910	\$62,900	2.2	\$48,290
lowntown Corridor	Yes	39520E158A03400	9/601 729 N 4TH	C.18	\$34,650	Su	0.0	\$12,070
owntown Corridor	Yes	39520E15BA03S00	97601 739 N 4TH ST	0.18	\$26,770	SO	0.0	\$13,800
owntown Carridor	Yes	39S2QE15BA11600	97720 729 N 2ND	0.17	\$25,610	\$120,560	4.7	\$139,900
owntown Corridor	Yes	39S20E1SBA11700	97630 731 N 2NIDST	0 19	\$27,560	\$132,250	4.8	\$107,900
owntown Corridor	Yes	39520E15BA11800	97601 123 N G	0.24	\$33,320	\$305,240	92	\$338,560
owntown Corridor	Yes	39520E15BA11900	97630 103 N G ST	0.24	\$20,260	\$177,950	8.8	5189,190
owntewn Corridor	Yes	39520E15BA12000	97630 738 N 15T	0.16	\$24,980	\$305,690	12.2	\$223,260
owntown Corridor	Yes	39520E15BA12001	97630 726 N 15T ST	0 16	\$14,820	\$84,650	5 7	\$99,470
owntown Corridor	Yes	3952GE15BA12100	97603 UNDETERMINED SITUS ADDRESS	0.45	\$32,370	5383,130	12.0	\$240,42
owntown Corridor	Yes	39S20E1SBA12200	97630 733 N 1ST ST	0.15	\$23,870	5176,810	7 -1	\$191,89
owntown Corridor	Yes	3952GE15BA12300	97630 11 NORTH G ST	0.58	\$35,230	3415,410	11.8	\$450,E4
owntown Corridor	Yes	39S20E158A12400	97630 628 N 1ST	0.03	\$10,170	\$93,860	9.2	\$102,014
owntown Corridor	Yes	39520E15BA12500	97630 620 N 15T ST	0.05	\$10,890	\$82,440	7,6	\$89,180
owntown Corridor	Yes	39S20E1SBA12600	97601 628 N 1ST	0 15	\$30,850	\$177,510	5.8	\$20-1,23
awntown Carridar	Yes	39520E15BA12700	976'30 1.20 N G	0.08	\$15,390	546,090	3.0	\$61,480
owntown Corridor	Yes	39520E15BA12800	96130 UNDETERMINED SITUS ADDRESS	0.08	\$15,390	\$3,760	0.2	\$19,150
lowntown Carridor	Yes	39520E15BA12900	95130 111NO F ST	0,2	\$41,320	\$169,670	4.1	\$200,89
owntown Corridor	Yes	39S20E158A13000	96130 1 19 NORTH F ST	0 1	\$25,810	\$166,930	6.5	5182,01
owntown Corridor	Yes	39520E15BA19100	97630 IDL NORTH F ST.	0.1	\$25,810	S2 ₄ 0,270	8.5	\$235,39
Oc.vntown Corridor	Yes	39520E158A13200	97630 28 NORTH G ST	0.21	\$42,890	\$146,540	3.4	\$181,73
lowntown Carridor	Yes	39\$20E15BA13900	9769012 NORTH GST.	0,21	\$18,380	\$300,100	16.3	\$39,200
Jowntown Corridor	Yes	39S2CE15BA134CO	97630 3 NORTH F ST	0 09	\$11,670	\$108,780	9 3	\$59,480
lawntown Corridor	ves	39920E156A1350Q	97401 S NORTH FST.	0.06	\$1.2,920	\$104,310	8.1	5113,23
owntown Corridor	Yes	39520E1SBA13600	97630 21 1.ORIH F ST	0.05	\$12,920	S66,490	5 1	\$77.53
lawritown Carridar	Yes	39520E15BA13700	97217 4442 15 N: FST	0.05	\$10,890	\$68,980	6.3	\$75.255
Owntown Corridor	Yes	39S20E15BA13800	97630 21 NORTH F ST	0.1	\$25,810	589.660	3 5	\$110,73
Inwritewn Corridor	Yes	39520E158A18900	97630 27 N F ST	0.05	\$10,890	\$65,900	6.1	\$59,580
Downtown Corridor	Yes	39520E15BB03600	97507 7410 1303 NO 4TH ST	1 96	\$157.150	5527 160	3.4	5610.38
Dewntown Carridar	Ves	39320E158D00100	79366 610S 1ST ST	0,19	\$27,560	\$98,700	1.4	\$58.927
Owntown Corridor	Yes	39S20E1SBD00200	97630 24 SOUTH F ST	0 09	\$19,200	\$67,440	3.5	\$77,380
lowntown Corridor	- Yes	39S20E15BD00200	97630 UNDETERMINED SITUS ADDRESS	0.06	\$15,230	5104,120	6,8	5114,14
Downtown Corridor	Yes	39520E15BD00400	97630 1-1 SOUTH 1 ST	0.09	513 1.0	58.6,360	48	5 10 3 .78
lowntown Corridor	Yes	39820E158000500	97630 609 CEN ER ST	0.14	\$23,230	\$81 290	3.5	\$101,90
Downtown Corridor	Yes	39520515BDC06.00	97630 619 CENTER	0.12	\$21,530	50	0.0	\$21,53
lowntown Corridor	.462	395208158000700	97637 629 C N ER	0.07	\$15,830	\$137,010	1,5	\$147,62
Downtown Corridor	Yes	3'952CE 15BD00800	2347 UNDETERMINED ADDRESS	0.01	52,680	\$35,\$90	13.7	539,270
Downtown Corridor	Yes	395200158000900	2347 17 SOU # G ST	2.06	\$10,030	\$58,090	5.8	\$65,045
Downtown Corridor	Yes	#9520E158D01000	96101 25 5 G ST	0.09	\$12,630	574,280	5 9	SSE 91
Downtown Corridor	Yes	3952GE158E01110	97530 35 G STREET SOUTH	0,12	321,530	\$81,930	3.8	\$103,46
Central Lakeview	Rev 1	39520E15D803000	97630 558 S E ST	0.21	528,910	579,650	1.8	\$53,84
Central Lakeview	Rev 1	99520E350B03100	97630 S35 S F.ST	0.14	\$22,890	\$54,290	2,4	\$36,97
Central Lakeview	Rev 1	3952CE15DB032CC	97630 525 S F	0 17	515,910	5141,340	5.5	5109,83
Central Lakeview	Rev 1	395206130 803300	57690 548 S E ST	0,18	\$26,770	\$119,430	K.1	\$85,14
Central Lakeview	Rev 1	39 20E ISDB03-400	97530 538 S E ST	0.36	534,200	\$110 610	3.2	\$79.11
Central Lokeview	Rev 1	39520E15D803500	97910-0073 515 S F S	0,36	\$34,200	\$78,660	2.3	\$64.72
Central Lakeview	Rev 1	39520E1SD803600	89103 529 S 5TH ST	0.05	S9 -11 G	\$37,850	4.0	\$ 7,75
Zentral Lakeview	Rev1		97630 525 S 574 ST	0.77	\$25,910	\$65,770	2.5	\$45,77
Central Lakempy	Rev 1	39920E15DE037 0	\$7e30 50% \$ 5TH ST	0 🔄	\$16,500	\$1.25 05	7.5	\$ 1.91
Central Lakeview	Rev1		97530 462 S E ST	0.14	\$22,890	\$191,700	8.4	\$122,34
Central Lakeview	Rev 1	39\$20E15DB03900	97630 452 S E ST	0 1.1	522,890	\$142,930	6.2	\$95,05
Central Lakev'ew		33520E15D804900	97630 452 S F 51	0.18	\$26,770	\$62,450	2.3	\$62,24
Central Lakeview	Rev 1		17630 455 S F	0.10	S14.500	\$136,590	8 3	\$915,09
Central akeview	Rev 1		97630 524 S5TH ST	0,1.4	\$22,890	\$35,060	1.6	\$37,45
Central Lakeview	Rev 1		97630 73.4 SO E ST	0.17	\$40,460	\$187,150	4.6	\$141.0
Central Lakevie.vv	Rev 1		97530 748 SO E ST	0,18	\$42,060	\$294,800	7,0	5221,8
Central La'kevi ::	Rev 1		97124 UNDETERMINED SITUS ADDRESS	0.18	\$42,060	50	0.0	\$13,50
Central Laxeview	Rev 1		97124 UNDETERMINED SITUS ADDRESS	0.3	\$54,850	\$3	0.0	\$15,76
Central Lakeview	Rev 1		97630 784 SE ST	0 29	\$54,210	\$227,090	1 2	\$1.42.8
Central Lakeview	Rev 1		97630 828 SOU FHE	0.3	\$54,850	\$251,480	4.6	5171,6
Central Lakeview	Rev 1		97530 836 S 0 ST	0	562,940	5200,340	3.2	\$146,5
Central Lakeview	Rev 1		96003 UNDETERMINED SITUS ADDRESS	0.23	\$48,750	\$0	0.0	\$14,51
Central Lakeview	Rev 1		96003 UNDETERMINED SITUS ADDRESS	0.23	\$49.820	50	0.0	\$13,99
Central Lakeview	Rev 1		97690 716 SE ST	0 22	\$29,500	\$126,790	4,3	\$100,3
Central Lakeview	Rev 1		97630 702 S E ST	0 23	\$30,020	5133,220	44	\$93,47
Central Lakeviey	Rev 1		97630 6468 EST	C,17	\$25,910	\$237,210	9,2	\$159,0
Central Lakeview	Rev 1		97530 - 14 3 3 7	0 15	\$25,313	571 190	. 7	5.19,84
Sentral Lakeview	Rev 1		97630 634 S E ST	0 29	\$32,010	\$182,430	5.7	\$132,7
Central Lakeview	Reg 1		97630 616 S F ST	0 1	532,440	597 670	3.0	\$88,1
Central Lakeview	Rev 1		97690 608 S E ST	0,36	\$34,200	\$75,680	2.2	\$B1,12
Central Lakeview	Rev 1		97630 601 5 F ST	0.25	\$30,850	\$165,530	5.4	5102.4
Central Lakeview	Rev 1		97630 601 51 51 97630 617 5 F 57	0.25	\$30,850	\$25,010	8,0	\$43,3
Central Lakeview	Rev 1		97630 627 5 5 5		525,970			
Central Laks view	Rev 1		97630 UNDETERMINED SITUS ADDRESS	0.15		5132,270	5 5	\$13.63
Central Lak view					\$23,970	\$0	0.0	\$12,73
	Rev I		97630 627 S F ST	0.06	\$11,230	\$22,760	2.0	\$34,04
Centra ake, ew	Rev 1		97630 UNDETERMINIFO SITUS ADDRESS	0,02	\$3,800	SQ	0.0	\$1,72
	Ray	B952CETSDC078ED	19502 OTDETERMINED SITUS ADDRESS	(2) FLB	35,600	58		5275
Central Lalleview	Re.		97015 UND RAINED STUS ADDRESS	0,06	56310	50.	10.0	\$9,75

Neighborheod	In URA	Map and Tax Lot	ZIP	Situs	Acres	MKT_Land	MKT_Imp	1:L Ratio	AV
Greekside Subdivision	Yes	39520E16AA03300		96022 UNKNOWN DISTRICT ADDRESS	0,23	\$36,040	50	0.0	533.110
Creekside Subdivision	Yes	39S20E16AA03-100		96022 UNDETERMINED SITUS ADDRESS	0 19	\$32,280	50	0.0	\$29,660
Creekside Subdivision	Yes	39520E16AA035C0		96022 UNKNOWN DISTRICT ADDRESS	0.18	\$31,060	\$0	0.0	\$28.540
Creek lide Subdivision	Yes	39520E16AA03600		97630 1743 N 2ND ST	0.18	\$31,060	\$189,860	6 1	\$190,620
Creekside Subdivision	Yes	39520E16AAG3700		95022 UNKNOWN DISTRICT ADDRESS	0.18	\$31,060	50	0.0	\$28,540
Creekside Subdivision	Yes	3952CE16AA03800		96022 UNDETERMINED SITUS ADDRESS	0 18	531,060	50	0 0	528,540
Creekside Subdivision	Yes	39S20E16AA03900		96022 UNKNOWN DISTRICT ADDRESS	0.18	\$31,060	50	0.0	\$28,540
Creekside Subdivision	Yes	39S20E16AA04000		96022 UNDETERMINED SITUS ADDRESS	0.18	\$31,060	50	0.0	\$28,540
Creekside Subdivision	Yes	39520E16AA04100		97630 1540 GREY GOOSE	0,33	\$38,530	\$263,630	6.8	\$246,290
Creekside Subdivision	Yes	39S20E16AA04200		96022 UNKNOWN DISTRICT ADDRESS	0.22	\$35.350	SO	0.0	\$32.480
Creekside Subdivision	Yes	39S20E16AA04300		96022 UNDETERMINED SITUS ADDRESS	0.23	\$35,040	\$0	0.0	\$33,110
Creekside Subdivision	Yes	39520E16AA04400		96022 UNKNOWN DISTRICT ADDRESS	0 19	\$32,280	50	0 0	\$29,660
Cree kside Subdivisian	Yes	39520E16AA04500		96022 UNDETERMINED SITUS ADDRESS	0.19	\$32,280	50	0,0	\$29,660
Creekside Subdivision	Yes	39S20E16AA04600		97630 1720 DRAKE ST	0 19	\$32,280	\$217,910	6.8	\$194,300
Creekside Subdivisian	Yes	39S20E16AA04700		96022 UNKNOWN DISTRICT ADDRESS	0,19	\$32,280	\$0	0.0	\$29,660
Creekside Subdivision	Yes	39S2DE16AA04800		96022 UNDETERMINED SITUS ADDRESS	0 23	\$36,0-10	SO	0.0	\$33,110
Cre. Isilda Subdivision	Yes	39520E16AAQ4900		96022 UNKNOWN DISTRICT ADDRESS	0.25	\$37,170	50	0.0	\$34,150
Creekside Subdivision	Yes	39S20E16AA0S000		97630 1715 DRAKE ST	0 39	\$40,860	\$244,810	60	\$219,810
Greekside Subdivision	Yes	39S20E16AAQS200		97690 1745 DRAKE ST	0.21	\$34,580	5226,300	6.5	\$193,690
Creekside Subdivision	Yes	39S20E16AAQ\$300		97630 1765 DRAKE ST	0.21	\$34,580	\$223,380	6.5	\$198,489
Creekside Subdivision	Yes	39520E16AA05400		96022 UNDETERMINED SITUS ADDRESS	0.22	\$35,350	\$0	0.0	\$32,480
Creekside Subdivision	Yes	39520E16AA05500		97630 UNKNOWN DISTRICT ADDRESS	0.27	\$37,990	50	0.0	\$34,910
Creekside Subdivision	Yes	39520E16AA056G0		96022 UNDETERMINED SITUS ADURESS	0.35	\$37,720	\$0	0.0	\$34,680
Creekside Subdivision	Yes	39S20E16AA05700		96022 UNKNOWN DISTRICT ADDRESS	0.2	\$33,460	50	0.0	\$30,740
Creekside Subdivision	Yes	39S20E16AA05800		96022 UNKNOWN DISTRICT ADDRESS	0.74	\$22,160	SO	0.0	\$8.240
Medical Area	Yes	39S20E22BE05200		97630 1339 S 9TH	3 37	\$108,710	SO	0.0	\$103,710
Viedical Area	Yes	39S20E22BB05600		97509 UNDETERMINED SITUS ADDRESS	0.64	\$8,690	50	0.0	\$5.560
Medical Area	Yes	39520E22BB05602		97733 UNDETERMINED SITUS ADDRESS	0.72	\$10,860	50	0 C	\$5,690
Medical Area	Yes	39520E22EB0560B		89045 UNDETERMINED SITUS ADDRESS	0.42	\$6,560	50	0.0	\$4,610
Medical Area	Yes	39S20E22BB0560S		89045 UNDETERMINED SITUS ADDRESS	0.72	\$10,860	50	0.0	\$6,340
Medical Area	Yes	39520E22BB05606		98377 UNDETERMINED SITUS ADDRESS	0.64	\$8,690	\$0	0.0	\$6,050
Medical Area	Yes	39520E22BE0572S		97620 UNDETERMINED SITUS ADDRESS	0.03	\$940	SO	0 C	\$940
Medical Area	Yes	39S20E229B05726		97623 UNDETERMINED SITUS ADDRESS	0.08	\$7G0	\$0	0,0	\$700
Medical Area	Yes	39S20E22BE06G00		970-2 UNDETERMINED SITUS ADDRESS	0.08	5480	se	0.0	\$330
	378				220.25	\$10,711,420	\$36,625,070		537.664.107

Exhibit B. Plan Area Legal Description

[Draft Enclosed; Legal Description to be updated upon board approval following the confer and consult process.]

Lakeview Urban Renewal Plan - Legal Description

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NORTH 4TH STREET (OREGON HIGHWAY 140) AND THE EAST RIGHT-OF-WAY LINE OF NORTH H STREET; THENCE SOUTHERLY A DISTANCE OF 1310 FEET, MORE OR LESS, ALONG SAID EAST RIGHT-OF-LINE TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CENTER STREET AND THE EAST RIGHT-OF-WAY LINE OF NORTH H STREET; THENCE EASTERLY A DISTANCE OF 576 FEET, MORE OR LESS, ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CENTER STREET AND THE WEST RIGHT-OF-WAY LINE OF NORTH F STREET (U.S. HIGHWAY 395); THENCE SOUTHERLY ALONG SAID WEST-RIGHT-OF WAY LINE A DISTANCE OF 3900 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH-RIGHT-OF-WAY OF SOUTH 9TH STREET AND THE WEST RIGHT-OF-WAY OF SOUTH F STREET (U.S. HIGHWAY 395); THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 2645 FEET, MORE OR LESS; THENCE SOUTHERLY A DISTANCE OF 58.58 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SOUTH 9TH STREET; THENCE SOUTH ALONG THE WEST BOUNDARY OF BLOCKS 296 AND 295 OF THE OREGON VALLEY LAND COMPANY'S SECOND ADDITION TO THE TOWN OF LAKEVIEW A DISTANCE OF 1246.72 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF BLOCK 295; THENCE EAST ALONG THE SOUTH LINE OF BLOCK 295 TO THE SOUTHEAST CORNER OF BLOCK 295; THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH M STREET A DISTANCE OF 1246.72 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTH 9TH STREET; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 2500.6 FEET, MORE OR LESS, TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF SOUTH 9TH STREET AND THE EAST RIGHT-OF-WAY OF SOUTH F STREET (U.S. HIGHWAY 395); THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 3300 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTH ADDITION TO THE TOWN OF LAKEVIEW; THENCE EASTERLY A DISTANCE OF 216 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED 2022-595, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH E STREET; THENCE NORTHERLY A DISTANCE OF 357 FEET, MORE OR LESS, ALONG SAID WEST RIGHT-OF-WAY LINE TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SOUTH 1ST STREET AND THE WEST RIGHT-OF-WAY LINE OF SOUTH E STREET; THENCE EASTERLY A DISTANCE OF 543 FEET, MORE OR LESS ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED 2022-88; THENCE NORTHERLY A DISTANCE OF 112.5 FEET, MORE OR LESS; THENCE WESTERLY A DISTANCE OF 215 FEET, MORE OR LESS; THENCE NORTHERLY A DISTANCE OF 12.5 FEET, MORE OR LESS; THENCE WESTERLY A DISTANCE OF 2.66 FEET, MORE OR LESS; THENCE NORTHERLY A DISTANCE OF 110 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED 2016-1236, SAID CORNER BEING ON THE SOUTH RIGHT-OF-WAY LINE OF CENTER STREET; THENCE NORTHERLY A DISTANCE OF 71.5 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CENTER STREET AND THE EAST RIGHT-OF-WAY LINE OF NORTH D STREET; THENCE NORTHERLY A DISTANCE OF 194 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF EVANS ALLEY AND THE EAST RIGHT-OF-WAY LINE OF NORTH D STREET; THENCE EASTERLY A DISTANCE OF 180 FEET, MORE OR LESS, ALONG THE SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED 2021-1450; THENCE NORTHERLY A DISTANCE OF 215.5 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED 2017-459; THENCE WESTERLY A DISTANCE OF 90.17 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED 2019-1321; THENCE NORTHEASTERLY A DISTANCE OF 24.62 FEET, MORE OR LESS; THENCE NORTHERLY A DISTANCE OF 70 FEET, MORE OR LESS; THENCE WESTERLY A DISTANCE OF 79.83 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF NORTH 2ND STREET AND THE EAST RIGHT-OF-WAY LINE OF NORTH D STREET; THENCE WESTERLY A DISTANCE OF 246 FEET, MORE OR LESS, ALONG SAID NORTH RIGHT-OF-WAY LINE OF NORTH 2ND STREET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF NORTH 2ND STREET AND THE

EAST RIGHT-OF-WAY OF NORTH E STREET; THENCE NORTHERLY A DISTANCE OF 90 FEET, MORE OR LESS, ALONG THE SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED 2021-93; THENCE EASTERLY A DISTNCE OF 100 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED 2021-93; THENCE NORTHERLY A DISTANCE OF 701.18 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED VOLUME 139, PAGE 578: THENCE EASTERLY A DISTANCE OF 115 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED VOLUME 139, PAGE 578; THENCE NORTHERLY A DISTANCE OF 449.81 FEET, MORE OR LESS. TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED 2012, 1144; THENCE WESTERLY A DISTANCE OF 283 FEET, MORE OR LESS, TO A POINT ON THE NORTH END OF THE WEST RIGHT-OF WAY LINE DE NORTH E STREET; THENCE NORTHERLY A DISTANCE OF 60 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED 2014-1953: THENCE WESTERLY A DISTANCE OF 85.02 FEET, MORE OR LESS; THENCE NORTHERLY A DISTANCE OF 12 FEET, MORE OR LESS; THENCE EASTERLY A DISTANCE OF 46.47 FEET, MORE OR LESS; THENCE NORTHERLY A DISTANCE OF 87.98 FEET, MORE OR LESS; THENCE EASTERLY A DISTANCE OF 22.5 FEET, MORE OR LESS, THE SOUTHEAST CORNER OF THE PARCEL SHOWN IN LAKE COUNTY RECORD SURVEY #6095; THENCE NORTHERLY A DISTANCE OF 199.87 FEET, MORE OR LESS; THENCE EASTERLY A DISTANCE OF 16.44 FEET, MORE OR LESS; THENCE NORTHERLY A DISTANCE OF 50 FEET, MORE OR LESS; THENCE WESTERLY A DISTANCE OF 250 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH F STREET; THENCE NORTHERLY A DISTANCE OF 408 FEET, MORE OR LESS, ALONG THE SAID WEST RIGHT-OF-WAY LINE TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NORTH 6TH STREET AND THE WEST RIGHT-OF-WAY LINE OF NORTH F STREET; THENCE WESTERLY A DISTANCE OF 286 FEET, MORE OR LESS, ALONG THE SAID SOUTH RIGHT-OF-WAY, TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NORTH 6TH STREET AND THE WEST RIGHT-OF-WAY LINE OF NORTH G STREET (U.S. HIGHWAY 395); THENCE SOUTHERLY A DISTANCE OF 377.6 FEET, MORE OR LESS, ALONG THE SAID WEST RIGHT-OF-WAY LINE, TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NORTH 5TH STREET AND THE WEST RIGHT-OF-WAY LINE OF NORTH G STREET (U.S. HIGHWAY 395); THENCE N 89°56'50"W ALONG THE SOUTH RIGHT-OF-WAY LINE OF NORTH 5TH STREET 292 FEET MORE OR LESS TO THE EAST RIGHT- OF-WAY LINE OF NORTH H STREET; THENCE NORTH ALONG THE EAST RIGHT-OF-WAY LINE OF NORTH H STREET 374 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY LINE OF NORTH 6TH STREET: THENCE WEST FOLLOWING THE SOUTH LINE OF NORTH 6TH STREET 682.59 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH J STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE 714 FEET, MORE OR LESS, TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NORTH J STREET AND THE NORTH RIGHT-OF WAY LINE OF MILLVIEW STREET; THENCE EAST ALONE SAID NORTH-RIGHT-OF-WAY LINE A DISTANCE OF 682 FEET, MORE OR LESS, TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF NORTH H STREET AND THE NORTH RIGHT-OF-WAY LINE OF MILLVIEW STREET; THENCE EAST A DISTANCE OF 60 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF NORTH H STREET AND THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED RECORD 2018-001417 OF LAKE COUNTY RECORD OF DEEDS; THENCE N. 89°07'02" E ALONG THE NORTH LINE OF THE PARCEL DESCRIBED IN DEED RECORD 2018-001417 A DISTANCE OF 285.5 FEET TO THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED RECORD 2018-001417; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 233 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF PARCEL 1 AS PER LAKE COUNTY SURVEY #5913; THENCE SOUTH 89°14'46" WEST A DISTANCE OF 232.58 FEET TO THE SOUTHWEST CORNER OF PARCEL 1 AS PER LAKE COUNTY SURVEY #5913. SAID CORNER BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH H STREET; THENCE WESTERLY 60 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH H STREET; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 418 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF A PARCEL DESCRIBED IN DEED VOLUME 2012-001229, SAID POINT IS ALSO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF THE FREMONT HIGHWAY AND THE WEST RIGHT-OF-WAY LINE OF NORTH H

STREET IN LAKEVIEW OREGON; THENCE NORTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF THE FREMONT HIGHWAY, U.S. HIGHWAY 395, A DISTANCE OF 699 FEET, MORE OR LESS, TO THE NORTH LINE OF THE UNRECORDED KELTY ADDITION OF THE TOWN OF LAKEVIEW; THENCE N 88°43' 00" W - ALONG THE NORTH LINE OF THE UNRECORDED KELTY ADDITION OF THE TOWN OF LAKEVIEW A DISTANCE OF 394 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE UNRECORDED KELTY ADDITION OF THE TOWN OF LAKEVIEW, THIS POINT ALSO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED RECORD 2018-001268 OF LAKE COUNTY RECORD OF DEEDS AND IS ON THE EAST RIGHT-OF-WAY LINE OF NORTH J STREET; THENCE WEST 60 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH J STREET: THENCE SOUTH ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1284 FEET. MORE OR LESS; THENCE N 89°51' 47" W - 445.36 FEET TO A 2 INCH BRASS CAP AS NOTED ON RECORD SURVEY 6038; THENCE S 0° 06' 47" E - 157.00 FEET TO A 2 INCH BRASS CAP AS NOTED ON RECORD SURVEY 6038; THENCE N 89°50' 57" W - 463.04 FEET TO A 5/8" IRON ROD AS PER RECORD SURVEY 6102; THENCE S 00°06' 47" E -176.78 FEET TO A 5/8" IRON ROD AS PER RECORD SURVEY 6102; THENCE N89°00' 13" W -147.87 FEETTO A 5/8" IRON ROD AS PER RECORD SURVEY 6102; THENCE S 00°06'47" E - 927.83 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH 4TH STREET (OREGON HIGHWAY 140); THENCE WESTERLY ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1519 FEET, MORE OR LESS; THENCE NORTHERLY A DISTANCE OF 984 FEET, MORE OR LESS; THENCE EASTERLY A DISTANCE OF 487 FEET, MORE OR LESS; THENCE NORTHERLY A DISTANCE OF 1623 FEET, MORE OR LESS; THENCE WESTERLY A DISTANCE OF 1831 FEET, MORE OR LESS; THENCE NORTHWESTERLY A DISTANCE OF 24 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 1. BOCK 284 OF THE OREGON VALLEY LAND COMPANY'S FIRST ADDITION TO THE TOWN OF LAKEVIEW, AND ALSO THE SOUTHEAST CORNER OF LOT 23 ON THE LOT LINE ADJUSTMENT RECORDED AS RECORD SURVEY 6186A; THENCE N 00°14' 58" E 1260.28 FEET TO THE NORTHEAST CORNER OF LOT 24 BLOCK 283 OF THE OREGON VALLEY LAND COMPANY'S FIRST ADDITION TO THE TOWN LAKEVIEW. AND ALSO THE NORTHEAST CORNER OF LOT 1 ON THE LOT LINE ADJUSTMENT RECORDED AS RECORD SURVEY 6186A; THENCE № 89° 45' 05" W - 134.99 FEET TO THE NORTHWEST CORNER OF BLOCK 283 OF THE OREGON VALLEY LAND COMPANY'S FIRST ADDITION TO THE TOWN OF LAKEVIEW; THENCE S 00°14' 22" W - 1320.36 FEET TO THE NORTHWEST CORNER BOCK 285 OF THE OREGON VALLEY LAND COMPANY'S FIRST ADDITION TO THE TOWN OF LAKEVIEW; THENCE S 89°47'07" E A DISTANCE OF 134.77 FEET TO THE NORTHEAST CORNER OF BOCK 285 OF THE OREGON VALLEY LAND COMPANY'S FIRST ADDITION TO THE TOWN OF LAKEVIEW; THENCE EASTERLY A DISTANCE OF 8 FEET, MORE OR LESS; THENCE SOUTHERLY A DISTANCE OF 2552 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF OREGON HIGHWAY 140; THENCE SOUTHERLY A DISTANCE OF 100 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF OREGON HIGHWAY 140; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE 1537 FEET, MORE OR LESS, TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF OREGON HIGHWAY 140 AND THE WEST RIGHT OF WAY LINE OF NORTH R STREET; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 824 FEET, MORE OR LESS, TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF NORTH R STREET AND THE NORTH RIGHT-OF-WAY LINE OF NORTH 2ND STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF A DISTANCE OF 218 FEET: THENCE SOUTHERLY A DISTANCE OF 60 FEET TO THE NORTHWEST CORNER OF LOT 1 OF THE CREEKSIDE SUBDIVISION; THENCE SOUTH 0° 30' 34" WEST A DISTANCE OF 402.58 FEET TO THE SOUTHWEST CORNER OF LOT 25 OF THE CREEKSIDE SUBDIVISION; THENCE NORTH 90° 00' 00" EAST A DISTANCE OF 879.85 FEET TO THE SOUTHEAST CORNER OF TRACT "A" OF THE CREEKSIDE SUBDIVISION; THENCE NORTH 0° 07' 03" EAST A DISTANCE OF 401.39 FEET TO THE INITIAL POINT OF THE CREEKSIDE SUBDIVISION; THENCE NORTHERLY A DISTANCE OF 61.5 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF NORTH 2ND STREET AND THE EAST RIGHT-OF-WAY LINE OF NORTH P STREET; THENCE WESTERLY ALONG SAID NORTH-RIGHT-OF-WAY LINE A DISTANCE OF 615 FEET MORE OR LESS, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF NORTH 2ND STREET AND THE EAST RIGHT-OF-WAY LINE OF NORTH R STREET; THENCE NORTHERLY

ALONG SAID EAST-RIGHT-OF-WAY LINE A DISTANCE OF 824 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF OREGON HIGHWAY 140 AND THE EAST RIGHT-OF-WAY LINE OF NORTH R STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1204 FEET, MORE OR LESS; THENCE SOUTH 0° 37' 33" WEST A DISTANCE OF 124.89 FEET; THENCE SOUTH 89° 52' 53" WEST A DISTANCE OF 97.99 FEET: THENCE SOUTH 0° 42' 52" WEST A DISTANCE OF 66.76 FEET: THENCE SOUTH 88° 27' 56" EAST A DISTANCE OF 49.32 FEET; THENCE SOUTH 0° 46' 13" WEST A DISTANCE OF 98.84 FEET; THENCE SOUTH 89° 56' 01" EAST A DISTANCE OF 29.95 FEET; THENCE SOUTH 0° 00' 55" WEST A DISTANCE OF 102.23 FEET TO THE NORTH RIGHT-OF-WAY LINE OR NORTH 3RD STREET; THENCE NORTH 89° 33' 36" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 264.47 FEET TO THE INTERSECTION OF THE NORTH-RIGHT-OF-WAY LINE OF NORTH 3RD STREET AND THE WEST RIGHT-OF-WAY LINE OF NORTH M STREET: THENCE NORTH 0° 26' 24" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 392.94 FEET TO THE INTERSECTION OF THE SOUTH-RIGHT-OF-WAY LINE OF NORTH 4TH STREET (OREGON HIGHWAY 140) AND THE WEST RIGHT-OF-WAY LINE OF NORTH M STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1692 FEET, MORE OR LESS, TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NORTH 4TH STREET (OREGON HIGHWAY 140) AND THE EAST RIGHT-OF-WAY LINE OF NORTH H STREET, AND THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTH F STREET (U.S. HIGHWAY 395) AND THE SOUTH RIGHT-OF-WAY LINE OF CENTER STREET; THENCE SOUTHERLY A DISTANCE OF 225 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SOUTH 1ST STREET AND THE EAST RIGHT-OF-WAY LINE OF SOUTH F STREET (U.S. HIGHWAY 395); THENCE EASTERLY A DISTANCE OF 215 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SOUTH 1ST STREET AND THE WEST RIGHT-OF-WAY LINE OF SOUTH E STREET; THENCE NORTHERLY A DISTANCE OF 225 FEET, MORE OR LESS, TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CENTER STREET AND THE EAST RIGHT-OF-WAY LINE OF SOUTH E STREET; THENCE 215 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

Exhibit C. Financial Analysis of Plan

Included in the spreadsheet transmitted with this report.

TOWN OF LAKEVIEW ORDINANCE NO. 1120

AN ORDINANCE OF TOWN OF LAKEVIEW GRANTING ZAYO GROUP, LLC, A DELEWARE LIMITED LIABILITY COMPANY, THE RIGHT AND PRIVILEGE TO PROVIDE AND OPERATE A TELECOMMUNICATIONS BUSINESS WITHIN THE TOWN OF LAKEVIEW, AND TO PLACE, ERECT, LAY, MAINTAIN, AND OPERATE IN, UPON, OVER, AND UNDER THE PUBLIC STREETS, ALLEYS, AVENUES, THOROUGHFARES, HIGHWAYS, PLACES, AND GROUNDS WITHIN THE TOWN OF LAKEVIEW, POLES, WIRES, OPTICAL FIBER CABLE, AND OTHER APPLIANCES AND CONDUCTORS FOR TELECOMMUNICATION SERVICES.

WHEREAS, Zayo Group, LLC a Delaware limited liability company ("Grantee"), desires to operate a certain telecommunications business within Town of Lakeview ("Grantor"), an Oregon municipal corporation,

WHEREAS, by passage of this Ordinance No. 1120 (this "Ordinance"), Grantor grants Grantee the right, privilege, and franchise to provide and operate a telecommunications business within Grantor's incorporated limits, subject to the terms and conditions contained in this Ordinance.

NOW, THEREFORE, THE TOWN OF LAKEVIEW ORDAINS AS FOLLOWS:

1. DEFINITIONS.

Unless defined elsewhere in this Ordinance, capitalized terms contained in this Ordinance have the meanings assigned to them in the attached <u>Appendix A</u>.

2. GRANT OF FRANCHISE.

- 2.1 <u>Grant of Franchise.</u> Subject to the terms and conditions contained in this Ordinance, Grantor grants Grantee the right, privilege, and franchise to place, replace, erect, lay, maintain, repair, and operate the Facilities in, upon, across, and/or under the Right-of-Way for Grantee's operation of the Telecommunications System within the Franchise Area. Notwithstanding anything contained in this Ordinance to the contrary, (a) Grantee's use of the Right-of-Way is limited to the operation of the Telecommunications System within the Franchise Area, (b) Grantee will operate the Telecommunications System at all times subject to and in compliance with the Laws, and (c) nothing contained in this Ordinance will (i) abrogate Grantor's right to perform any public works or public improvements of any description or nature whatsoever, (ii) constitute a waiver of any Laws, and/or (iii) waive and/or release Grantor's rights in and to the Right-of-Way.
- 2.2 <u>Franchise Non-Exclusive.</u> The Franchise is and will be construed as a non-exclusive franchise. Grantor reserves the right to grant franchises, licenses, permits, and/or other similar rights to other persons to use and/or place, erect, lay, maintain, and/or operate in, upon, over, and/or under the Right-of-Ways for similar or different purposes allowed under this Ordinance.
- 2.3 <u>Grantee's Financial Capability.</u> Grantee represents, warrants, and covenants to Grantor that Grantee has sufficient assets and net worth to ensure Grantee's timely and complete payment and performance of its obligations under this Ordinance. Grantee will permit Grantor and Grantor's Agents to inspect and copy any of Grantee's books, accounts, records, and financial statements that Grantor may request upon the occurrence of an Event of Default. Grantee represents, warrants, and covenants that Grantee's books, accounts, records, and financial statements will (a) fairly present the financial condition of Grantee as of the dates and periods specified, (b) be prepared in accordance with sound accounting practices (e.g., generally accepted accounting practices), (c) reflect the consistent application of sound accounting practices throughout the periods involved, (d) represent actual, bona fide transactions, and (e) be maintained in accordance with sound business practices, including, without limitation, the maintenance of an adequate system of internal accounting control.

3. <u>LOCATION; RELOCATION; REMOVAL.</u>

3.1 <u>Location of Facilities.</u> For any new construction of Facilities concerning or impacting any construction or development within the Franchise Area, Grantee, with permission from Grantor to occupy such Right-of-Way, will locate its Facilities underground in accordance with this Ordinance; provided, however, Grantee will not be required to locate the Facilities underground if all other utilities in the subject Right-of-Way are located aboveground. Whenever utility services are located or relocated underground within a particular Right-of-Way, Grantee will relocate its Facilities underground concurrently with the other affected utilities to minimize disruption of the Right-of-Way at Grantee's cost and expense. Notwithstanding anything contained in this Ordinance to the contrary, (a) Grantee will not be permitted to place, erect, lay, maintain, and/or operate its Facilities in, upon, over, and/or under any Town park, trail, open space, and/or similar areas, and (b) Grantor has the authority to prescribe which Right-of-Ways will be used by Grantee for the Facilities, and the location of the Facilities within the Right-of-Ways (whether such Facilities are newly constructed, replaced, repaired, and/or otherwise).

3.2 Relocation.

- 3.2.1 Grantee will, at Grantee's cost and expense, remove, relocate, change, and/or alter the position or location of any Facilities located within the Right-of-Way whenever Grantor determines that such removal, relocation, change, and/or alteration is necessary for any of the following reasons: (a) an Emergency; (b) construction, repair, installation, and/or maintenance of any Town and/or other public work or improvement; (c) Grantor's operations (or those of other governmental entities) in, on, and/or under the Right-of-Way requires the removal, relocation, change, and/or alteration of the Facilities; (d) removal, relocation, change, and/or alteration is pursuant to a beautification, streetscape, and/or other Town improvement project; and/or (e) public convenience and/or necessity (as reasonably determined by Grantor). If any moving and/or relocation work is done for or at the request of a private individual, entity, developer, and/or development, the costs of such moving or relocation work will be borne by the requesting private individual, entity, developer, and/or development. Nothing contained in this Ordinance will be construed in any way to prevent Grantor from sewering, grading, planking, rocking, paving, repairing, altering, and/or improving any Right-of-Way in and/or on which the Facilities are or will be placed. Grantor will not require Grantee to remove or relocate its Facilities or vacate any Right-of-Way incidental to any public housing or renewal project under ORS Chapters 456 or 457 without reserving Grantee's right therein or without requiring Grantee to be compensated for the costs thereof.
- 3.2.2 Grantee will complete the removal, relocation, change, and/or alteration work described in Section 3.2.1 within thirty (30) days after Grantor's demand. Notwithstanding the immediately preceding sentence, if Grantor determines that removal, relocation, change, and/or alteration of the Facilities is due to an Emergency, Grantee will, at Grantee's cost and expense, complete such removal, relocation, change, and/or alteration work promptly, without delay, but in no event later than forty-eight (48) hours after Grantor's demand; provided, however, if Grantee is unable to complete the Emergency removal, relocation, change, and/or alteration of the Facilities within forty-eight (48) hours due to circumstances beyond Grantee's control, Grantee will exercise its best efforts to complete such removal, relocation, change, and/or alteration work expeditiously and without delay (but in no event later than ten (10) days after Grantor's demand).
- Moving Aerials. Notwithstanding anything contained in this Ordinance to the contrary, whenever it becomes necessary to temporarily rearrange, remove, lower, and/or raise the Facilities to permit the passage of any building, machinery, and/or other object moved over any Right-of-Way (a "Temporary Adjustment"), Grantee will perform the Temporary Adjustment within seventy-two (72) hours after Grantee's receipt of written notice from the owner or contractor-mover desiring to move such building, machinery, and/or other object (the "Move Notice"). The Move Notice will (a) bear Grantor's written approval, (b) detail the route of movement of the building, machinery, and/or object, (c) provide that costs incurred by Grantee in making the Temporary Adjustment will be borne by the contractor-mover, (d) provide that the contractor-mover will indemnify and hold Grantee harmless for, from, and against all damages, claims, and/or causes of action caused directly or indirectly from the Temporary Adjustment, and (e) if required by Grantee, will be accompanied by cash deposit or a good and sufficient bond to pay any and all such costs as estimated by Grantee.

3.4 <u>Maps.</u> Contemporaneously with Grantee's filing of the Acceptance and continuing annually thereafter on the anniversary of the Effective Date, Grantee will provide Grantor, for Grantor's review and approval, an accurate map(s) certifying the horizontal and/or vertical location, size, and type of material for the Facilities (including, without limitation, Grantee's fiber optic cable) located within the Right-of-Way (or any portion thereof). The map(s) will show the horizontal location of the Facilities on a scale of three thousand five hundred feet (3,500') per inch or whatever standard scale Grantor determines necessary and appropriate. Notwithstanding anything contained in this Ordinance to the contrary, Grantee's maps provided under this Section 3.4 will be in a form reasonably and mutually acceptable to Grantor and Grantee.

4. CONSTRUCTION; INSTALLATION; AND OPERATION.

- 4.1 <u>Telecommunications Facilities.</u> Facilities will not interfere with Grantor's water mains, sewer mains, gas mains, and/or any other municipal uses of the Right-of-Way. Facilities will be erected and/or located so not to unreasonably interfere with the public's use of the Right-of-Way. Facilities will not interfere with the rights and reasonable convenience of property owners who own property that adjoins the Right-of-Way. Grantee will maintain, at Grantee's expense, all Facilities in a good, safe, working order, condition, and appearance and in compliance with the Laws. Grantee will perform all maintenance and repairs necessary to ensure Grantee's compliance with the immediately preceding sentence. If Grantee erects poles within the Right-of-Way for the purposes of providing and operating the Telecommunications System, to the extent technically feasible and subject to reasonable conditions relating to safety, Grantor may attach and maintain traffic signals, wires, control boxes, and similar items or equipment to the poles without cost or expense.
- 4.2 Construction Work. Except in the case of an Emergency, no less than fifteen (15) days prior to Grantee commencing (or causing any person to commence) any Construction Work within the Franchise Area, Grantee will (a) obtain all necessary construction permits concerning the proposed Construction Work, if any, including, without limitation, any permits required under Town's Municipal Code, if any, (b) file with Grantor maps, materials, documentation, a copy of the proposed work order, any necessary construction permits, and any other information or documentation requested by Grantor concerning the proposed Construction Work (including, without limitation, a description of the location of any Facilities), and (c) obtain Grantor's prior written consent to the proposed Construction Work. If Grantee is required to perform any Construction Work due to the occurrence of an Emergency, Grantee will be required to comply with Section 4.2(a), (b), and (c) as soon as practicable (but in no event later than five days after the occurrence of the Emergency). Grantee will conduct its operations and will perform all Construction Work, including, without limitation, any excavation and/or restoration work, in accordance with the following: (w) all Construction Work will be completed in a safe manner, taking into account all applicable traffic control rules and procedures; (x) all Construction Work will be completed so as to minimize disruption and interference of the Right-of-Way; (y) all Construction Work will be completed in accordance with this Ordinance and all applicable Laws; and (z) all Construction Work will be completed in a good workmanlike manner. Grantor will be permitted to inspect all Construction Work and demand correction of any incomplete or improper Construction Work.
- 4.3 Excavation Work; Restoration. Subject to the terms and conditions contained in this Ordinance and Town Ordinance No. 814, Grantee may make all needful excavations in the Right-of-Way for the purpose of placing, erecting, laying, repairing, renewing, replacing, and/or maintaining the Facilities. Before commencing any excavation work, Grantee must obtain an excavation permit in accordance with Town Ordinance No. 814. Notwithstanding the immediately preceding sentence, Grantee will not be required to submit a cash deposit, performance bond or other security for any excavation work (or any other Construction Work). Grantee is responsible for determining the existence and exact location of all utility services and facilities (including, without limitation, those located underground) to protect the integrity thereof and will pay all costs and expenses related thereto. Before commencing any excavation work (or any other Construction Work), Grantee will carefully study and confirm the accuracy of all lines, levels, and measurements, and their relation to benchmarks, property lines, and reference lines. If Grantee disturbs and/or causes another to disturb any Right-of-Way, Grantee will, at Grantee's cost and expense, replace or restore the Right-of-Way to the same condition to which the Right-of-Way existed prior to the disruption as soon as practicable and without unreasonable delay. If Grantee fails to timely

replace or restore any Right-of-Way to the same condition to which the Right-of-Way existed prior to the disruption within thirty (30) days following written notice of such failure from Grantor, Grantor may cause the replacement or restoration to be made at the expense of Grantee. Grantee will pay Town all costs and expenses incurred by Grantor to replace or restore the Right-of-Way to the condition to which the Right-of-Way existed prior to the disruption immediately upon Grantor's demand. The Telecommunications Systems will not unreasonably endanger or interfere with the safety of persons or property in Grantor's incorporated limits.

- 4.4 <u>Contractors; Safety Requirements; Cleanup.</u> Grantee is responsible for obtaining, at its cost and expense, all permits, licenses, and/or other forms of approval or authorization necessary to construct, operate, maintain, and/or repair the Telecommunications System, or any part thereof, prior to the commencement of any such activities. Construction, installation, and maintenance of the Telecommunications System will be performed in a safe, thorough, and reliable manner using materials of good and durable quality. Grantee will use only licensed and bonded contractors familiar with the Laws and of good reputation to perform all Construction Work and will diligently prosecute completion of all Construction Work. Grantee will, at its cost and expense, undertake all necessary and appropriate actions and efforts to maintain its work sites in a safe manner to prevent failures and accidents that may cause damage, injuries, and/or nuisances. To this end, Grantee will daily clean and remove from the Right-of-Way all rubbish, debris, and surplus materials caused by Grantee's operations.
- 4.5 <u>Trimming of Trees and Shrubbery.</u> Trees and shrubs will not be removed without Grantor's prior written authorization. Grantee will not damage roots of any tree by compacting or filling on or around its base or make excavations in the soil within a foot of the tree's roots unless appropriate measures are taken to prevent the exposed soil from drying out. After any excavation or grinding work, the ground will be restored to a smooth and level surface. Any required grinding of a stump will be completed promptly after removal of the tree or shrub (provided, however, in no event will the removal be completed later than seventy-two (72) hours after the tree or shrub removal). All "pruning" will be performed in a careful and systematic manner so as not to damage other parts of the plant or tree as a whole.
- 4.6 <u>Hazardous Substances.</u> Grantee will not cause and/or permit any Hazardous Substances to be spilled, leaked, disposed of, and/or otherwise released in, upon, across, and/or under the Right-of Way and/or any surrounding areas. Grantee will comply with all Environmental Laws and will exercise the highest degree of care in the use and handling of any Hazardous Substances and will take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used and/or handled in, on, and/or over the Right-of-Way.
- 4.7 Oversight of Franchise. Grantor has the right to oversee and periodically inspect the construction, operation, repair, and/or maintenance of the Telecommunications System to determine compliance with the Laws and this Franchise. Nothing contained herein places any obligation and/or requirement that Grantor inspect. If Grantor makes any inspections, including those inspections permitted under Section 4.2, such inspections are made solely for Grantor's benefit and will not be deemed an acceptance or guaranty of any kind or nature related to the Telecommunications System, Facilities, Construction Work, and/or any portion or aspect thereof.
- 4.8 Removal of Facilities. Upon the termination of this Ordinance (and the Franchise granted hereunder) for any reason or no reason, Grantor may require Grantee to remove Facilities located in the Right-of-Way and/or otherwise located in the Franchise Area. Removal of the Facilities will be at Grantee's cost and expense. Upon removal, the Right-of-Way and all surrounding areas will be restored by Grantee to a condition substantially similar to that which the Right-of-Way and surrounding areas existed as of the Effective Date.

5. FRANCHISE FEES.

5.1 <u>Payment of Franchise Fees.</u> In consideration of the rights, privileges, and franchise granted by Grantor to Grantee under this Ordinance, Grantee will pay Grantor a franchise fee equal to seven percent (7%) of Gross Revenues (the "Franchise Fee(s)"). Grantee will pay the Franchise Fee in quarterly installments, which quarterly installments will be due on or before the last day of the month immediately following the end of each

calendar year quarter. Contemporaneously with each quarterly payment, Grantee will file with Grantor a sworn statement describing the total Gross Revenues Grantee received during the immediately preceding quarter (the "Accounting Statement"). Grantor's acceptance of any payments under this Section 5.1 will not constitute a waiver by Grantor of any Grantee breach under this Ordinance. Notwithstanding anything contained in this Ordinance to the contrary, upon ninety (90) days prior written notice to Grantee, Grantor may increase or decrease the Franchise Fee by resolution of the Council.

- Inspection of Books and Records; Coordination. During the term of this Ordinance, and for a period of three years thereafter (or such longer period as may be required under any applicable Laws), Grantee will maintain adequate books, records, and files concerning the Telecommunications System and the Franchise. On ten (10) days' advance written notice to Grantee, Grantor may review such corporation books, records, documentation, and/or information Grantor reasonably determines necessary or appropriate to audit an Accounting Statement and/or ascertain Grantee's compliance with this Ordinance. Grantee will cooperate with Grantor in conducting any inspection and/or audit and will correct any discrepancies affecting Grantor's interest in a prompt and efficient manner. Grantor will bear the cost of any audit provided no irregularities are found (if Grantor discovers any irregularities, Grantee will bear the cost of Grantor's audit immediately upon Grantor's demand). Grantee will keep all its books, records, documentation, and/or information at office located at the address set forth in Appendix A. If Grantee provides any books, records, and/or information to Grantor that Grantee reasonably believes to be confidential or proprietary, and Grantee clearly and specifically identifies such books, records, and/or information as confidential or proprietary upon initial submission to Grantor, Grantor will take reasonable steps to protect the confidentiality of such books, records, and/or information subject to Grantor's obligations under Oregon's Public Records Law. Grantor will not be required to incur any costs to protect any confidential or proprietary books, records, and/or information, other than Grantor's routine internal procedures for complying with Oregon's Public Records Law.
- 5.3 <u>Annexation.</u> Grantor will exercise its reasonable efforts to provide notice of any annexation of territory, including a map of the annexed territory, a legal description of the boundary change, each site address to be annexed as recorded on county assessment and tax rolls, and a copy of the annexation ordinance within thirty (30) days after the annexation. Grantee's obligation to pay Franchise Fees on revenue generated by service to the newly annexed property will commence ten (10) days after Grantor's notice is provided.

6. <u>INSURANCE; INDEMNIFICATION.</u>

Insurance. Grantee, at its cost and expense, will obtain and maintain in full force and effect during the term of this Ordinance (and for a period of two years immediately thereafter) insurance coverage and their respective minimum limits: (a) workers' compensation insurance within statutory limits; (b) employer's liability insurance with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (c) comprehensive general liability insurance with limits of no less than \$3,000,000 for bodily injury or death to each person, \$3,000,000 for property damage resulting from any one accident, and \$3,000,000 for all other types of liability; and (d) automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Grantee and its employees with limits of \$1,000,000 for each person, \$3,000,000 for each accident. Each liability insurance policy Grantee is required to obtain and maintain under this Section 6.1 will name Grantor and its officers, employees, and agents as additional insureds. No cancellation, expiration, modification, or reduction in amount or scope of insurance coverage is permitted without providing Grantor thirty (30) days' prior written notice. All insurance Grantee is required to obtain and maintain under this Section 6.1 will be issued only by insurance companies licensed in Oregon. Prior to Grantor's execution and acceptance of this Ordinance, and at any other time thereafter within ten (10) days after Grantor's written request, Grantee will provide Grantor with certificates of insurance and endorsements evidencing Grantee's compliance with this Section 6.1. Notwithstanding anything contained in this Ordinance to the contrary, Grantor may increase the minimum levels of insurance Grantee is required to carry under this Ordinance as Grantor determines necessary or appropriate to ensure Grantee's coverage limits at least equal the applicable Oregon Tort Claims Act liability limits for state or local agencies by providing Grantee ninety (90) days' prior written notice.

Grantee Indemnification. Grantee will defend, indemnify, and hold Grantor and each Grantor employee, officer, agent, contractor, and representative harmless for, from, and against all claims, actions, proceedings, damages, liabilities, losses, and expenses of every kind, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) the acts or omissions of Grantee and/or its Agents, whether such acts or omissions are authorized, allowed, or prohibited by this Ordinance; (b) damage, injury, and/or death to person or property caused directly or indirectly by the acts or omissions of Grantee and/or its Agents; and/or (c) Grantee's breach and/or failure to perform any Grantee representation, warranty, covenant, and/or obligation under this Ordinance. Grantee's indemnification obligations provided in this Section 6.2 will survive the termination of this Ordinance.

7. TERM OF FRANCHISE.

- 7.1 Term of Franchise; Termination for Cause. Unless sooner terminated as provided in this Ordinance, this Ordinance (and the Franchise granted hereunder) will be in full force and effect for a period of ten years commencing on the Effective Date. This Ordinance may be terminated at any time by the parties' mutual written agreement. Notwithstanding anything contained in this Ordinance to the contrary, but subject to the notice requirements provided under Section 7.2, if applicable, Grantor may terminate this Ordinance (and the Franchise granted hereunder) by notice to Grantee on the occurrence of any of the following events (each an "Event of Default"):

 (a) Grantee fails to comply with any Law; and/or (b) Grantee breaches and/or otherwise fails to perform any Grantee representation, warranty, covenant, and/or obligation contained in this Ordinance.
- Notice of Default. No party act or omission will be considered a default under this Ordinance unless and until the alleged defaulting party has received ten (10) days' prior written notice from the nondefaulting party specifying with reasonable particularity the nature of the default the non-defaulting party believes exist (the "Default Notice"). Commencing from the defaulting party's receipt of the Default Notice, the alleged defaulting party will have thirty (30) days within which to cure or remedy the default (the "Cure Period") before the defaulting party will be deemed in default of this Ordinance; provided, however, if the nature of the default is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by the alleged defaulting party under this Ordinance if the alleged defaulting party begins correction of the default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable. Subject to the immediately preceding sentence, if the alleged defaulting party is the Grantee and Grantee fails to cure or remedy the Event of Default(s) within the Cure Period, the non-defaulting party may terminate this Ordinance based on such Event of Default(s) and may pursue all rights and remedies available to the nondefaulting party under this Ordinance and/or applicable Law. Notwithstanding anything contained in this Ordinance to the contrary, (a) a non-defaulting party is not required to provide, and the alleged defaulting party is not entitled to receive, a Default Notice upon the alleged defaulting party's commitment of a default under this Ordinance for which the alleged defaulting party has previously received a Default Notice within the immediately preceding twelve (12) months (commencing from the date of the previous default), and (b) no Default Notice is required to be provided by Grantor to Grantee for Grantee's failure to timely pay the Franchise Fee.
- 7.3 Remedies. If a party breaches and/or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Ordinance, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Ordinance, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently. Termination of this Ordinance will not constitute a waiver or termination of any rights, claims, and/or causes of action a party may have against the other party.

8. MISCELLANEOUS.

- 8.1 Assignment or Transfer of Franchise. Subject to the terms and conditions contained in this Ordinance, Grantee will not Transfer all or any part of the Facilities, Grantee's interest in or to this Franchise, and/or the Telecommunications System without Grantor's prior written consent, which consent will not be unreasonably withheld, conditioned, and/or delayed. If Grantor consents to a Transfer, the following will apply: (a) the terms and conditions of this Ordinance (and the Franchise) will in no way be deemed to have been waived or modified; (b) consent will not be deemed consent to any further Transfer; (c) acceptance of any Franchise Fees by Grantor from any other person will not be deemed to be a waiver by Grantor of any provision of this Ordinance; (d) Grantee will pay all fees, costs and expenses incurred by Grantor in considering and/or consenting to a Transfer or assignment; and (e) no Transfer relating to this Ordinance, whether with or without Grantor's consent, will modify, relieve, and/or eliminate any liabilities and/or obligations Grantee may have under this Ordinance. Grantor may consent to subsequent assignments, subletting, and/or amendments or modifications to this Ordinance with assignees of Grantee without notifying Grantee, or any successor of Grantee, and without obtaining its or their consent thereto and such action will not relieve Grantee of any liability under this Ordinance. Subject to the terms and conditions contained in this Section 8.1, this Ordinance will be binding on the parties and their respective heirs, executors, administrators, successors, and assigns and will inure to their benefit.
- 8.2 Severability; Conflict; Governing Law; Venue. If all or any portion of this Ordinance is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, or superseded by any federal, state, and/or local legislation, rules, regulations, and/or decisions, the remainder of this Ordinance will not be affected but will be deemed as a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portions hereof, and each remaining provision of this Ordinance will be valid and enforceable to the fullest extent permitted by law. This Ordinance supersedes all Grantor ordinances, resolutions, and/or policies in conflict with this Ordinance (but only to the extent in conflict with this Ordinance). To the extent an inconsistency exists between the terms of this Ordinance (and the Franchise granted hereunder) and any other Town ordinance, the terms and provisions of this Ordinance (and Franchise) will control. If any federal, state, and/or local laws, rules, ordinances, and/or regulations preempt a provision or limit the enforceability of a provision of this Ordinance, then the provision will be read to be preempted to the extent and the time required by law. This Ordinance is subject to all applicable Laws. Any action or proceeding arising out of or concerning this Ordinance will be litigated in courts located in Lake County, Oregon, or the United States District Court for the District of Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Lake County, Oregon, or the United States District Court for the District of Oregon.
- 8.3 Attorney Fees; Action by the Parties. If a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Ordinance, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law. In any action mandated or permitted by Grantor or Grantee under this Ordinance, such party will act in a reasonable, expeditious, and timely manner. Whenever the approval or consent of either Grantor or Grantee is required under this Ordinance, such consent will not be unreasonably withheld, conditioned, or delayed.
- 8.4 <u>Compliance with Laws; Notices.</u> Grantee will comply with all applicable Laws. The rights and privileges granted by Grantor to Grantee under this Ordinance extend only to the extent of Grantor's right or authority to grant a franchise to occupy and use the Right-of-Ways for the Facilities. All notices or other communications required or permitted by this Ordinance must be in writing, must be delivered to the parties at the addresses set forth in <u>Appendix A</u>, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified,

return receipt requested.

- 8.5 Person; Interpretation; Expenses. For purposes of this Ordinance, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The words "include," "includes," and "including" are not limiting. The word "or" is not exclusive. Reference to "days" means calendar days, with any deadline falling on a day other than a business day being extended to the next business day. Notwithstanding anything contained in this Ordinance to the contrary, Grantee will bear all fees, costs, and expenses incurred or arising out of Grantee's performance of its obligations under this Ordinance.
- 8.6 Entire Agreement; Corrections; Late Fees. This Ordinance contains the entire agreement and understanding between the parties with respect to the subject matter of this Ordinance and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Grantee has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and clerical errors. If any Franchise Fees and/or other payment due from Grantee is not received by Grantor within ten (10) days after it is due, Grantee will pay a late fee equal to ten percent (10%) of the payment or Two Hundred Dollars (\$200.00), whichever is greater (a "Late Fee"). In addition, a charge of one and one-half percent (1.5%) per month on the amount past due (a "Late Charge") will be charged from the due date for such payment until the past due amount is paid in full. Grantor may levy and collect a Late Fee and/or a Late Charge in addition to all other remedies available for Grantee's failure to timely pay any Franchise Fees and/or other payment due from Grantee.
- 8.7 <u>Grantee Acceptance.</u> Grantee represents, warrants, and covenants the following to Grantor: (a) Grantee is a duly organized Delaware limited liability company, validly existing and operating under the laws of the State of Oregon; (b) Grantee has full power and authority to sign and deliver the Acceptance and to perform all of Grantee's obligations under this Ordinance; and (c) Grantee's obligations under this Ordinance are legal, valid, and binding obligations of Grantee, enforceable against Grantee in accordance with their terms. Within thirty (30) days after Grantor's passage of this Ordinance, Grantee will file with Grantor the written acceptance attached hereto as Exhibit A (the "Acceptance"). If Grantee fails to timely file the Acceptance with Grantor, this franchise (and the rights granted to Grantee herein) will be deemed null, void, and repealed by Grantor in all respects without further act by Grantor.

APPROVED AND ADOPTED by the Town	Council of the Town of Lakeview and signed by the Mayor this
day of, 2023.	
Ayes:	
Nays:	
Abstentions:	
	
Absent:	
Vacancies:	
	By: Raymond Turner, Mayor
ATTEST:	
By: Dawn Lepori, Town Recorder	

Appendix A Definitions

"Acceptance" has the meaning assigned to such term under Section 8.7.

"Accounting Statement" has the meaning assigned to such term under Section 5.1.

"Agent(s)" means the affiliates, officers, directors, shareholders, members, managers, employees, agents, contractors, and/or subcontractors of the identified party or person.

"Construction Work" means any construction activity in, on, over, and/or under any Right-of-Way, including, without limitation, any excavation, maintenance, improvement, repair, extension, and/or relocation work.

"Council" means Grantor's then elected legislative body (i.e., the Town council).

"Cure Period" has the meaning assigned to such term in Section 7.2.

"Default Notice" has the meaning assigned to such term in Section 7.2.

"Effective Date" means thirty (30) days from the date that the Council passes and approves this Ordinance, an in accordance with this Ordinance.

"Emergency" means a human created or natural event or circumstance that causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, or significant financial loss.

"Environmental Law(s)" means all federal, state, and/or local statutes, regulations, and/or ordinances, and/or any judicial or other governmental orders pertaining to the protection of health, safety, and/or the environment.

"Event of Default" has the meaning assigned to such term under Section 7.1.

"Facility(ies)" means all Grantee underground, surface, and/or aerial facilities necessary to provide Telecommunications Services into, within, and through the Franchise Area, including, without limitation, optical fiber cable, wires, conductors, appliances, conduits, pipes, cables, apparatus, ducts, poles, guys, anchors, vaults, pedestals, supports, fixtures, fiber optic cables, and related equipment; the term "Facility(ies) does not include small wireless facilities and/or small-cell facilities.

"Franchise" means the franchise granted by Grantor to Grantee under this Ordinance.

"Franchise Area" means the present legal boundaries of Grantor as of the Effective Date and any additions thereto by annexation or other legal means.

"Franchise Fee(s)" has the meaning assigned to such term under Section 5.1.

"Grantee" has the meaning assigned to such term in the first recital, whose address is 1401 Wynkoop Street, Suite 500, Denver, Colorado 80202.

"Grantor" has the meaning assigned to such term in the first recital, whose address is 525 North 1st Street, Lakeview, Oregon 97630.

"Gross Revenue(s)" means all revenues (gross) Grantee receives directly or indirectly from Grantee's provision of Telecommunications Services within the Franchise Area, less net uncollectibles, including, without limitation, revenues from the use, rental, and/or lease of the Facilities.

"Hazardous Substance(s)" means any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any Environmental Law, and will include petroleum oil and its fractions.

"Law(s)" means all applicable federal, state, county, and/or local laws, rules, regulations, codes, and ordinances, including, without limitation, the Americans with Disabilities Act of 1990 ("ADA") and any regulations of any administrative agency thereof, all Environmental Laws and laws related to Hazardous Substances, all as heretofore or hereafter adopted, promulgated, and/or established from time to time.

"Late Charge" has the meaning assigned to such term under Section 8.6.

"Late Fee" has the meaning assigned to such term under Section 8.6.

"Move Notice" has the meaning assigned to such term under Section 3.3.

"Ordinance" has the meaning assigned to such term in the recitals.

"Right-of-Way(s)" means the public streets, alleys, avenues, thoroughfares, highways, places, and grounds located within the Franchise Area which are owned and/or controlled by Grantor.

"Temporary Adjustment" has the meaning assigned to such term under Section 3.3.

"Telecommunications Service(s)" means fiber optic two-way switched access and transport of voice, video, and/or data communications, including, without limitation, local exchange service, long distance telephone service, and internet access. Telecommunications Services do not include the following: (a) services directly related to internet access; (b) services provided by radio common carrier; (c) one-way transmission of television signals; (d) the provision of cable television; (e) surveying; (f) private telecommunications networks; and/or (g) communications of the customer which take place on the customer side of on-premises equipment.

"Telecommunications System" means the Facilities operated by Grantee in the Franchise Area which are necessary to provide Telecommunications Services.

"Town" means the Town of Lakeview, and Oregon municipal corporation whose address is 525 North 1st Street, Lakeview, Oregon 97630.

"Transfer" means any transfer and/or conveyance, including, without limitation, any sale, assignment, mortgage, sublet, lien, sublease, license, conveyance, and/or encumbrance, whether directly, indirectly, voluntarily, involuntarily, or by operation of law. The term "Transfer" includes the sale, assignment, encumbrance, or transfer – or series of related sales, assignments, encumbrances, and/or transfers – of fifty percent (50%) or more of the shares, membership units, and/or other ownership interest of Grantee, regardless of whether the sale, assignment, encumbrance, and/or transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence.

Exhibit A Acceptance

Zayo Group, LLC, a Delaware limited liability compar By:
a Delaware limited liability compar
By:
By:



TOWN OF LAKEVIEW TLT GRANT APPLICATION

Application Packet: Please read before applying.

OVERVIEW:

The Town of Lakeview TLT Grant provides funding for tourism-related projects in Lakeview. Eligible projects are those designed to increase tourism or can reasonably be expected to increase tourism, whether it be for an overnight or day-use visit.

The Town's definition of tourism is "economic activity resulting from tourists." A tourist is defined as "a person who, for business or pleasure, recreation, or participation in events related to the arts, heritage or culture, travels from the community in which that person is a resident to the Town of Lakeview."

Funding for the program comes from the Town of Lakeview's Transient Lodging Tax (TLT) funds as authorized by state law. ORS Section 320.300 to 320.350 and Town of Lakeview Ordinance #861.

OBJECTIVE:

Lakeview TLT Grants provide funding for tourism-related projects that have the potential to become significant and selfsustaining, and that align with the goals and priorities primarily outlined by the Town of Lakeview and secondarily by Lake County, and the county's goal-driven objectives as outlined at

https://www.lakecountyor.org/business/major_employers.php

Tourism goals for Lakeview include, but are not limited to:

- Drawing tourists to the Town of Lakeview, whether it be for overnight or day-use activities;
- Encouraging the use of Town of Lakeview businesses by tourists;
- Expanding tourism capabilities and enhanced services within the Town of Lakeview;
- Leverage of additional dollars and/or resources;
- Encouraging both overnight visits and day-use of the Town's natural areas, parks, recreation, restaurants, and other businesses.

ELIGIBILITY:

Lakeview TLT Grant funds may be awarded to public, private, or non-profit organizations whose project demonstrates an ability to benefit the greater public interests of tourism attractions, product development, expansion of services, promotion, and/or marketing and to work into sustainability.

Projects will be evaluated on the following attributes and qualities:

- Alignment with Town of Lakeview's established tourism goals and plans above;
- · have a high likelihood of attracting tourists/visitors from outside Lakeview;
- inclusion of more than one community, lodging, or tourism partner;
- leverage of additional dollars and/or resources;
- are self-sustaining, have growth potential, or are capacity-building;
- are no more than 75% of the project's total budget;
- out-of-district advertising.

INELIGIBLE PROJECTS & EXPENSES:

- those providing profitability or benefits to a single lodging partner, business, or individual; or
- normal costs of doing business, including operating expenses for the business or non-profit organization;
- salaries, travel, and mileage;
- budget deficits;
- organizations that support political candidates or influence.

Note: Please read the below Approved Scope of Work, Project Ideas, Terms & Conditions, Dates & Timelines, and Review Materials for more information about this program and project eligibility.

- Applicants whose projects are selected <u>must sign agreement acknowledging terms and conditions</u>.
- Applicants who receive funding are financially responsible for funds awarded and execution of project.
- Reports are required for all projects that receive funding.
- Copies of invoices and receipts are required.

APPROVED SCOPE OF WORK:

The following summarizes the Areas of Focus from the Town of Lakeview's tourism priorities:

- Priority #1: Develop the tourism industry in ways that are socially, culturally, and ecologically responsible, particularly in support of nature-based activities and complementary interests, which differentiate the Town of Lakeview from visitors.
- Priority #2: Prioritize growth in tourism that improves economic conditions in the season and off-seasons (i.e. non-peak tourist months), and supports the economic stability of the workforce.
- Priority #3: Improves the Town of Lakeview's abilities to better accommodate tourists and enhance the visitor experience with new, enhanced, or better utilization of tourism-related facilities for increased year-round use.
- Priority #4: Provide marketing of the Town of Lakeview parks, attractions, and businesses.

Note: Events or activities supported with grant funds need to be:

- a) Open to the public;
- b) have the ability to attract visitors from outside the Town of Lakeview, and
- c) enhance the ability to become significant and self-sustaining.

The creation of facilities, assets, or infrastructure with grant funds must primarily be designed to benefit tourists and/or increase tourism activity within the Town. Any capital projects shall not provide a financial benefit or become the property of a private property owner. Any capital projects of a non-profit organization or by the Town of Lakeview may be considered if the Town has assurances of the long-term availability of the project to the public for at least 10 years and the project has a substantial purpose of supporting tourism or accommodating tourist activities.

TERMS & CONDITIONS:

- 1) Applicants must use the forms and templates provided by the Town of Lakeview (See Application and Review Packets). The reason for these forms and templates are to impart standardization and to provide clarity regarding the program's guidelines and objectives.
- 2) Submit **six copies** of your completed application for project review by the Town of Lakeview Town Council members.
- 3) Completed Applications must be submitted by the deadline dates to the Town of Lakeview TLT Grant Application, 525 North 1st Street, Lakeview, OR 97630.
- 4) Projects selected for funding will be tourism-related as defined in the OVERVIEW and fit within these TERMS & CONDITIONS. These may include, but not be limited to, an increase in overnight stays; numbers of attendees/participants from outside the area; increased capacity or sustainability of existing events/activities, or a demonstrable ability to get visitors to shop, dine, visit local heritage or cultural attractions, participate in recreational opportunities, or otherwise entice them to 'linger longer' within the Town of Lakeview.
- 5) Submit at least three but no more than five Letters of Support from partners in the project and community members. These should be included with your completed application.

- 6) Submit a project budget with no more than 75% of the project funds being derived from the TLT funds, and showing funding commitment for the other 25% of the funds needed for the project.
- 7) Applicants whose projects have been selected for funding need to sign the Agreement for Access & Use of Grant Funds and submit it to the Town of Lakeview, Town Council before funds will be released.
- 8) Applicants who receive funds are required to provide a final report every 90 days from the execution of the TLT contract showing a progress report detailing the expenditure of funds and progress to accomplish the project, program, or event, what has been completed, and what remains to be completed. Copies of receipts and invoices are required with these reports.
- 9) Upon review of the final or the 90-day reports, the Town of Lakeview Town Council may request the return of funds if it finds that the funds are not being utilized in conformance with the Grant Award and contract. The Town of Lakeview Town Council may also require changes to a project to bring it into compliance.
- 10) All projects receiving funding shall be completed within a year of the disbursement of funds. Applicants shall return any unexpended funds to the Town of Lakeview.
- 11) Extensions are possible, but they are only granted for projects that experience unforeseen or unexpected delays, or for extenuating circumstances beyond the control of the Applicant. Extensions will be granted generally for no more than 90-days after review by the Town of Lakeview Town Council. Extensions are not available as "carry-overs" for funds remaining undisbursed at the end of the fiscal year. In cases where an extension is warranted, a written request shall be submitted to the Town of Lakeview Town Council.
- 12) Failure to comply with the Terms & Conditions of this agreement, and documents referenced herein, may result in a) an inability to receive the Town of Lakeview TLT Grant funds in the future, b) being required to return funds, and/or c) having future allocations reduced by an appropriate amount.

DATES & TIMELINES:

Completed grant applications must be received by the Town of Lakeview Town Council before the 15th day of the following month. Any incomplete application will be disqualified. Thus, it is critical to be as complete as possible in your submission to avoid delays in the granting process.

The Town of Lakeview's Town Council will review Grant Applications at a work session. Decisions from the work session will go to Town Council during the last regular meeting in each quarter. In the case of incomplete application packets or questions that need to be addressed, the Town Council will make their recommendations as soon as possible after their meeting once their questions have been addressed. The Town of Lakeview Town Council has the final say as to the awarding of the TLT Grant Funding monies. Monies will only be awarded at the discretion of the Town of Lakeview Town Council.

Completed Applications should be sent to The Town of Lakeview - TLT Grant Application

% Town Hall

525 North 1st Street Lakeview, OR 97630

If you have questions please contact Town of Lakeview, Town Manager at (541) 947-2029

Grants are limited to funds available.

Note: Incomplete applications will be disqualified. Separate applications are required for each project, even if an applicant is submitting multiple proposals. Funds are awarded on a competitive basis. Strong applications are those that provide enough information for the review committee to weigh it against other proposals and that successfully take into account the evaluation criteria. You may use as many sheets of additional paper as necessary to explain your project.

TLT GRANT APPLICATION

Date Submitted: 9/15/2023
Name of Project: Dark Skies - Ring of Fire Festival and follow-up
Location of Project: Lakeview Library and Fairgrounds
Funding Amount Requested: \$7175 Project Total Cost: \$25, 709
Applicant Name (person): Natasha Horsfall
Name of Organization: Lake County Chamber of Commerce

Relationship of Applicant to Organization: Dark Sk	cies Coordinator
Phone Number: 608-658-9814	email: nehorsfall@gmail.com
Website:	

Describe your project (500 words or less):

Lakeview, as a gateway community to the proposed dark sky sanctuary, holds an abundance of opportunity for dark sky tourism. While the Dark Sky Coordinator has begun work on dark sky tourism development, additional funding is required to support dark sky activities, events, and even infrastructure into the future. The Dark Sky Initiative currently encompasses the upcoming eclipse event, informational displays that offer consistent messaging, and lakeview library community activities.

The Ring of Fire Festival is a way for residents and visitors to safely and enjoyably view the upcoming annular eclipse. It will be on the lawn of the fairgrounds on the morning of October 14th from 8am to 12pm. People can bring chairs and blankets to view the eclipse with eclipse glasses being provided. The Chamber is currently partnering with First Friday vendors as well as the Lyon's Club pancake breakfast and look forward to partnering with the Town of Lakeview. There will be an area with tables and chairs set up for multiple kids activities. Visitors can take a fun picture at the photo booth area and families can step into a portable planetarium created utilizing a yurt and decoration. The Old Time Fiddlers will be providing live music while people enjoy their time at the festival.

The Lakeview Library is looking forward to offering a dark sky activity before the week of the eclipse to educate and excite residents about this celestial event. Past dark sky activities at the library have resulted in high numbers of participants and the Chamber looks forward to bringing more opportunities to the library during the eclipse and the rest of this year.

The Chamber will set up an informational dark sky booth at the Ski Hill on Friday and also during the Ring of Fire Festival on Saturday. Post eclipse these informational resources will be available at the Chamber for visitors. Dark Sky tourism is a sustainable form of tourism because it spreads out visitors seasonally, geographically, and even over the course of a day. The State of Oregon anticipates 80,000 visitors will travel to the region to view the annular eclipse and having multiple viewing sites will allow a more personalized experience, prevent overcrowding, and be more sustainable.

An eclipse event, informational displays, and library activities all add to the base of dark sky tourism development in Lakeview. If residents are excited about their dark skies then visitors will be as well. Through collaboration and consistent dark sky messaging Lakeview is setting itself up for a sustainable flow of tourism.

How do you propose measuring the increased tourism activity brought about by this project? (500 words or less):

Indicators of project success can be measured by counting the number of participants present at dark sky events. Calculating the average length of stay at local lodges compared to a non-dark sky event weekend of the previous year. Utilizing visitor surveys at the Chamber and dark sky events to get direct information on visitor satisfaction, reason for visiting, and if they plan to return for more events in the future. The number of Facebook or website visits/shares related to dark sky events is also an indicator of increased participation.

Please provide information as to the funding sources for the remaining 25% of the project and the amount of funds committed to the project from each funding source (500 words or less):

Funding provided by Travel Southern Oregon:

- \$13,234 has been awarded to the Chamber for the Dark Sky Coordinator position to develop dark sky tourism in the County.
- \$5000 is going towards dark sky maps which will be used at information booths during events, available at the Chamber, and given to tourism businesses per request.

Funding from Ring of Fire Festival:

- \$300 estimated from Vendor fees

Additional Comments (500 words or less):

Applicant's Signature:

Signature/Title/Organization of all Confirmed Partners

Piscoto Director

, Lake Conty Charles

Town Of Lakeview - Town Council

174 of 187

09/21/2023

REVIEW: Your application/project will be evaluated and weighed by the Town of Lakeview Town Council against other proposals utilizing the below Review Sheet below and specified criteria. The Town Council will also consider proposals within the context of the program's Overview, Objectives, and Eligibility requirements. All projects selected for funding must comply with the program's Terms & Conditions, Guidelines, and Dates & Timelines.

Reviewer:				
Date:				
the context	structions: uate each application using the outlined cri of the program's Overview, Objectives, an st comply with the Terms & Conditions, Gu	d Eligibility st	andards as provided. All projects s	elected for
Project:				
Does this pr	oject reasonably be accomplished within the oject align with established tourism goals oject fit within the program's Overview, Ob	and/or plans		Y/N Y/N Y/N
10		Evaluators		Post Discussion
MAX POINTS	Evaluation Criteria	Initial Score	Notes	Revised Score
20	Likelihood of attracting visitors from outside the Town			
20	Compatible with Town priorities and guidelines			
15	Includes/involves multiple community/tourism partners			
15	Leverages additional dollars and/or community resources			
15	Project is self-sustaining, has growth potential, or is capacity			
15	The project has measurable or attainable or increased tourism for the Town			
100 E	valuator's Initial Scoring Total:	Po	st Discussion Scoring Total:	

AGREEMENT: If your project is approved for funding, you will be required to sign the following agreement before funds will be disbursed to you. Applicants who receive funds are solely responsible for them, as well as for the timely execution of the project as detailed in the application. Recipients of funds are required to submit Mid-Year Progress and Year-End Reports on their projects and for providing copies of invoices and receipts.

Agreement to Receive/Use Town of Lakeview TLT Grant Funds

The undersigned agrees to all terms & conditions, guidelines, dates & timelines, and criteria as outlined and referenced in the **Application Packet**.

The undersigned assumes all responsibility for the funds they are to receive, and for completing the project in a timely manner as outlined in the application that was submitted.

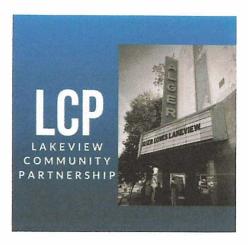
The undersigned agrees to provide the reports as called for in the program's Terms & Conditions and to provide copies of receipts and invoices for work done on their project.

Name:	NATASHA	HORSFALL		Title: _DARK	SKY	COORDINATOR
					,	
Organiza	ation: LAKE C	DUNTY C	HAMBER	OF COMME	RCE	
Address	: 126 NOF	ETH E	STREET	LAKEULEW	OR	97630
Project:	DARK SKI	ES - RIN	G OF FIR	E FESTIVAL	. 4 FOL	10W-UP
<u>Signatur</u>	e: Natas	ha E	Horsfal	el		
Email:	NEHORSFALL	Q GMAIL	.com	Phone:60	8-658	- 9814

description	unit cost	estimate	estimate ami	actual qty	actual amoun
Dark Sky Coordinator	13,234.00	1	13,234.00		13,234.00
Dark Sky Map Grant	5,000.00	1	5,000.00		5,000.00
Requested Town of Lakeview Grant	7,175.00	1	7,175.00		7,175.00
Vendor Fees	15.00	20	300.00		300.00

	category	quantity	unit cost	amount
Dark Sky Coordinator	Staff	1	13,234.00	13,234.00
Dark Sky Map Grant	Marketing	1	5,000.00	5,000.00
Vendor Fees	Vendors	20	15.00	300.00
Fairgrounds Rental	Location	1	100.00	100.00
Eclipse Glasses	Supplies	2,000	1.00	2,000.00
Kids Crafts	Supplies	350	2.50	875.00
Equipment Rental	Supplies		2,000.00	2,000.00
Dark Sky Treats	Food & Drink		750.00	750.00
Decoration	Supplies		500.00	500.00
Information Display	Supplies		250.00	250.00
Marketing/Advertising	Marketing		200.00	200.00
Unexpected Costs	Other		500.00	500.00

Total Expenses \$ 25,709.00



Mayor Ray Turner and Town Counselors:

Lakeview Community Partnership/Alger Theater supports the Dark Sky Initiatives Ring of Fire Festival during the annular eclipse, October 14th at the Lake County Fairgrounds. This event promotes our special place in the Outback for this spectacular opportunity to witness a phenomena that will not return for decades.

The Ring of Fire Festival is positioned with LCP's 2nd Annual Cowboy Poetry Gathering to bring attention to our unique "Outback" Oregon experience for travelers and community members alike. What a better way to link our rural and Western way of life to the dark night skies where storytelling all began,

Please consider supporting the Ring of Fire Festival event that will celebrate our unique community and showcase the bounty of recreational opportunities for new and familiar visitors to Lakeview!

Sincerely,

Ginger Casto

Administrative Coordinator

Lakeview Community Partnership

Lake County Libraries 26 South G Street Lakeview, OR 97630 lakecountylibrary.org

September 5, 2023

Lakeview Town Hall 525 North 1st Street Lakeview, Oregon 97630

Dear Town of Lakeview.

The Lake County Library District is writing to you in support of the Dark Sky Initiative and application for funding. This year the library partnered with the Dark Sky Coordinator to offer educational activities and learning opportunities to residents of Lakevlew. Despite having no budget or funding for these types of events, the Dark Sky Coordinator worked to make them happen.

During Dark Sky Week children were able to participate in making their own constellation wall decoration while learning about what a star is and how they form constellations. During our summer reading program children were able to learn about the solar system we live in and create a diagram of the sun and planets. The week of the Annular Edipse the library will partner again to educate participants on what causes an edipse and why it's a special event.

The library district supports the efforts of the Dark Sky Initiative because it brings the community together and highlights the unique opportunity of learning more about astronomy in our rural location. Our rural area is perfect for viewing and educating the community about the night sky and all the wonders of space.

The Chambers mission for this initiative is to celebrate and protect our dark skies through outreach, education, and events that attract visitors to the area while building a sense of pride within the community. The Lake County Library District will work with the Dark Sky Coordinator to continue offering educational opportunities and events at the Lakeview Library in support of this mission.

Marsha Richmond, Director

Lake County Library District

(541)947-6019

director@lakecountylibrary.org

Tall Town Bike & Camp Your home for active sports in the Oregon Outback 11 September 2023

Address to: Lakeview Town Hall 525 North 1st Street Lakeview, Oregon 97630

Dear Town of Lakeview,

On behalf of Tall Town Bike & Camp, please accept this letter of support for the Dark Sky Coordinator in their application for funding the Dark Sky Initiative.

Travel Oregon's economic report states that since 2021 not only has there been an increase in how often people travel, but they are traveling to more remote locations. As Lakeview is next to the proposed dark sky sanctuary boundary we can utilize dark sky tourism to our advantage. The annular eclipse, occurring in October, offers a great opportunity to educate the public and bring people together to experience this celestial event. By supporting the Dark Sky Initiative, you will be creating a foundation for the many dark sky events in the future.

The mission of this initiative is to celebrate and protect our dark skies through outreach, education, and events that attract visitors to the area while building a sense of pride within the community. Tall Town Bike & Camp supports this mission by working with the Dark Sky Coordinator in connecting residents and visitors alike to dark sky resources and viewing opportunities in the area.

I have been fortunate enough to live in the path of totality for two full solar eclipses and have seen firsthand the incredible tourism draw these events have. Even people with no sustained interest in astronomy or solar phenomena will travel to view what is for many a once in a lifetime event. As I am sure this body is aware, outdoor recreation tourism is low-hanging fruit. With a minimal investment in infrastructure we can draw tourists, most of whom are middle- to upper-income, to our region so they can enjoy the vast open spaces we are blessed with in our area. While here they will eat in our restaurants, sleep in our motels, by gas at our service stations. When they go home, the money they spent stays here in our economy.

Sincerely,

Thomas Batty, Owner, Tall Town Bike & Camp

503-314-6095, thombatty@live.com

ORDINANCE NO. <u>\$70</u>

AN ORDINANCE PROHIBITING THE PRACTICE OF FEEDING, BAITING, AND/OR MAINTAINING WILDLIFE IN ANY AREA SUBJECT TO THE JURISDICTION OF THE TOWN OF LAKEVIEW; AND EFFECTIVE DATE.

WHEREAS, the Town of Lakeview, an Oregon municipal corporation ("Town"), has all the powers that the constitutions, statutes, and common law of the United States and Oregon expressly or impliedly grant or allow Town; and

WHEREAS, Town's citizens value wildlife and want to maintain healthy and wild populations of deer, elk, bear, and other wildlife that are not dependent upon or hazardous to humans; and

WHEREAS, feeding deer, elk, bear, and other wildlife results in artificially high concentrations of animals, increases human-wildlife conflicts, and compromises the health and safety of humans and wildlife; and

WHEREAS, it is in the best interest of the health, safety, and welfare of Town's citizens to prohibit the feeding, baiting, and/or maintaining of wildlife in any area subject to the jurisdiction of Town.

NOW, THEREFORE, the Town of Lakeview ordains as follows:

- 1. Findings. The above-stated findings are hereby adopted.
- 2. <u>Short Title.</u> This Ordinance No. _____ may be referred to as the "Wildlife Control Ordinance" and will be cited and referred to herein as this "Ordinance."
- 3. <u>Purpose.</u> The purpose of this Ordinance is to prohibit the feeding, baiting, and/or maintaining of wildlife within Town's jurisdictional limits so as to protect the public health, safety, and welfare of humans and property, and to prescribe penalties for failing to comply.
- 4. <u>Definitions.</u> For purposes of this Ordinance, the following terms and phrases have the meanings assigned to them below:

"Attractant(s)" means any substance, including, without limitation, food, garbage, and/or salt lick, which draws or attracts wildlife to a particular location.

"Town manager" means Town's town manager or his or her designee.

"Council" means the Lakeview Town Council.

"Feed" means a substance composed of grain, mineral, salt, fruit, vegetable, hay, and/or

any other food material or combination of these materials, whether natural or manufactured, that may attract wildlife and/or stray or feral cats.

"Person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency, political subdivision, and/or any other entity.

"Person responsible" means (a) the owner, agent, occupant, lessee, tenant, and/or other person having possession or control of the property upon which the subject nuisance exists, and/or (b) the person who causes the subject nuisance to come into, or continue in, existence.

"Waterfowl" means any bird that frequents the water or lives around river, lakes, and/or other bodies of water, including, without limitation, ducks, geese, swans, and herons.

"Wildlife" includes any animal which is not normally domesticated including, without limitation, bears, coyotes, deer, elk, foxes, groundhogs, opossums, raccoons, skunks, turkeys, and waterfowl.

5. Feeding, Baiting, and Maintaining Wildlife Prohibited; Notice; Abatement.

- 5.1 The following is hereby declared to be a public nuisance and unlawful: (a) feeding, baiting, and/or maintaining any wildlife, including, without limitation, hand feeding or setting out food to be left attended or unattended, which creates or has the potential to create a hazard to the public health, safety, and/or welfare of humans and/or property; (b) leaving, storing, and/or maintaining any feed or attractant in a manner and location accessible to any wildlife which creates or has the potential to create a hazard to the public health, safety, and/or welfare of humans and/or property; and/or (c) feeding stray or feral cats if such feeding creates or has the potential to create a hazard to the public health, safety, and/or welfare of humans and/or property.
- 5.2 A person who violates Section 5.1 of this Ordinance may be issued a written notification by the town manager requiring the person to remove the food, garbage, bait, and/or other attractant within three days of notification. A person who receives a written notice under this Section 5.2 will immediately remove the food, garbage, bait, and/or other attractant as directed.
- 5.3 Any nuisance described in this Ordinance that is allowed to continue by any person responsible for a period of more than three days after notification by the town manger under Section 5.2 may be subject to Town's nuisance abatement and enforcement procedures and penalties and/or any other rights and remedies available to Town, including, without limitation, Town's rights and remedies provided under this Ordinance.

Notwithstanding anything contained in this Ordinance to the contrary, if the town manger reasonably determines that a nuisance described in this Ordinance imminently threatens and/or endangers the public health, safety, and/or welfare of humans and/or property, the town manager may cause such nuisance to be summarily abated.

- 5.4 If any part or area within Town's jurisdictional limits experiences the presence of wildlife and/or feral cat populations that endangers, threatens, and/or creates a hazard to the health, safety, and/or welfare of humans and/or property, Town may take those steps authorized by the appropriate regulatory agency to disperse or otherwise control the offending wildlife and/or feral cats.
- 6. Exceptions; Feral Cats. The The prohibitions described in Section 5 do not apply to the following: (a) feeding birds, other than waterfowl, utilizing a bird feeder that can be accessed only by birds; (b) feeding livestock in normal agricultural operations; and/or (c) feeding wildlife kept under a valid license or permit issued by the Oregon Department of Fish and Wildlife, and in compliance with all applicable federal, state, and local laws, regulations, and ordinances, by the person who is the legal owner or guardian of such wildlife. Nothing in this Ordinance will prohibit the actions of an authorized agent of the State of Oregon lawfully engaged in a wildlife or waterfowl management program. Any person feeding stray or feral cats may be required to cooperate with any humane program (which is supported by or operating under the auspices of local governmental authorities) that traps stray and feral cats for the purpose of spaying/neutering the cats, immunizing the cats from rabies, and then returning the cats to their environment in the general vicinity in which they were trapped.
- 7. <u>Investigations and Complaints; Property Entry.</u> Upon receiving a complaint by one or more persons alleging a violation of this Ordinance, an authorized Town agent may investigate the complaint to determine if there has been a violation of this Ordinance. The town manager, or a person authorized by the town manager, may enter upon the property to abate a nuisance described in this Ordinance and/or to otherwise enforce this Ordinance.
- 8. Enforcement; Penalties. This Ordinance will be enforced by any sworn peace officer authorized to enforce the laws of Town and any other Town official authorized to administer Town's land use, development, nuisance, building, and/or other regulations as a civil infraction. In addition, Town may initiate appropriate suit or legal action in a court of competent jurisdiction to enforce this Ordinance and the Town will be entitled to collect from any person violating this Ordinance the Town's attorney fees and other fees, costs, and expenses incurred by Town to enforce this Ordinance.

If the Town elects to proceed with treating a violation of this Ordinance as a civil infraction the Town will follow the following procedure:

- (1) The first violation of this Ordinance will be addressed by the issuance of warning letter or citation to the person violating this Ordinance;
- (2) The second violation of this Ordinance by the same person will incur a \$115.00 fine;
- (3) The third violation of this Ordinance by the same person will incur a \$165.00 fine;
- (4) The fourth violation by the same person will incur a \$265.00 fine; and,
- (5) The fifth violation and any subsequent violation of this Ordinance will incur a fine of \$440.00 per violation.

Each violation, and each day that a violation continues, constitutes a separate civil infraction. The remedies available under this Ordinance are not exclusive of any other remedies available under any applicable federal, state, and/or local laws, regulations, and/or ordinances. It is within Town's discretion to seek cumulative remedies for a violation of this Ordinance. Nothing in this Ordinance will be construed to relieve a person from complying with any applicable federal, state, and/or local laws, regulations, and/or ordinances. Failure of any person responsible to receive a notice required under this Ordinance and/or an error in the name or address of the person responsible will not render the notice void and in such case the notice will be sufficient.

9. Interpretation; Severability; Errors. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. Any reference to a particular law, rule, regulation, code, or ordinance includes the law, rule, regulation, code, or ordinance as now in force and which may hereafter be amended. The provisions of this Ordinance are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the council to cure editorial and/or clerical errors.

10. <u>EFFECTIVE DATE</u>. The effective date of this Ordinance will be July 1, 2020.

(End of ordinance—signature page immediately follows)

This Ordinance was PASSED and ADOPTED by the Lakeview Town Council by a
vote of 5 for and against and APPROVED by the Mayor on this day of
A Dimen
Raymond Turner, Mayor
ATTEST:
$\overline{}$
the sean
Dawn Lenori City Recorder

