

PUBLIC NOTICE
A MEETING OF THE HINES COMMON COUNCIL
July 27, 2021 AGENDA

- I. Meeting begins at 6:30pm
- II. Flag Salute
- III. Approval of July 27, 2021 Agenda VOTE
- IV. Approval of previous meeting minutes from July 13, 2021 VOTE
- V. Approval of Accounts Payable: VOTE
 - for a total amount of \$502,782.42
- VI. City Administrator Report, Kirby Letham
- VII. Public Comment – Non-Agenda Items ONLY (Speaking time limits may apply)
- VIII. Old Business VOTE
 - a) Harney County Fair Sponsorship - Jordan Bennett
 - b) Update - MOA meetings with Tribe: Most Favorable Stipulation Ideas
- IX. New Business VOTE
 - a) League of Oregon Cities Legal Representation: Resolution 2309 VOTE
 - b) New Business License: KC's Coffee Box – Cynthia Spencer VOTE
 - c) Municode Legal Review Proposal VOTE
- X. Public Comment Period (Speaking time limitations may apply)
- XI. Mayor and Council Comments
- XII. Adjournment VOTE

This meeting is open to the public. It is anticipated to last approximately one hour and a half.

In accordance with ORS 192.630, City of Hines will make a good faith effort to provide accommodations for any person desiring to attend a public meeting, if the request is made at least 48 hours in advance of the meeting time. The meeting room is physically accessible to persons with mobility devices; a sign language or foreign language interpreter may be available, with advance notice.

DATED this 27th day of July 2021

Kirby Letham, City Administrator

Council approved 7/27/21
K. Letham

OTAC Council Mtg 7/27/21

present: Williams, Beers, Mayor, Quick, Miller,
York, Shepherd

I. ✓ B

II. ✓

III. Beers, Williams, Ayres

IV. Beers, York, Ayres

V. AP: Beers? what is the large payment? water tank
Beers, Williams (also Quick?), Ayres.

VI. City Admin Report.

- Beers: Sands RV Park?? junk

- Dean Brizentine?

- Chris Wiseman - will affect crane →

- * Crack seal needs! to be done. - Williams

VII. Public Comment

- * Duane Hutchins - lighting for park (solar)
- six in Pavilion area?

- * Chris Wiseman - 2nd Amendment; ^{resolution} will have will have
no efficacy if not ordinance;

Misty - you want us to write an ordinance? (Chris - Yes,

City can amend or sunset clause. 50 days until

Dane Brisbane(?) - explained the law; 5 years liability,
\$125K.

Williams - Serial #? Dane? serial #'s

! Next meeting agenda.

VIII. Old Business

Beers: splash pool, can we get one.
Adjourn: Williams, Beers, Ayes @ 7:52 pm

- a) Harney County Fair Sponsorship - Jordan Bennett
 - \$2000 into the Bronc riding
 - usually \$200 for a buckle
 - Quick, Beers, Ayes.

- b) Tribe MOA
 - discussion
 - * Report

IX

New Business

- a) LOC - Res 2309
 - Beers, Shepherd, Ayes
- b) water? hours of operation?
 - Quick, York, Ayes.
- c) Beers, Shepherd, Ayes.

X. Public Comment

- Chris Wiseman: Please reconsider 2nd Amend. Ord.
- Dane - Please reconsider 2nd Ord. - going to get real crazy real fast.
- Chris - this isn't the only bill they are trying to pass.
- Quick - We take this seriously
- Dean - I've been on both sides - people have to protect themselves.

XI Comments

- York: None
- Shepherd: Thanks for cleaning up Miller: I back 2nd Amend.
- Quick: I back 2nd - thanks Beers: I back 2nd Amend. Williams: None.

Nysse wants examples

REGULAR MEETING OF HINES COMMON COUNCIL

July 27, 2021

AUDIENCE SIGN-IN SHEET

IF YOU WISH TO ADDRESS THE COUNCIL, PLEASE INDICATE
YOUR SUBJECT TO THE RIGHT OF YOUR NAME

PLEASE **PRINT** YOUR NAME

SUBJECT, IF YOU WISH TO SPEAK

Chris Wiseman

Saso

Ellen Hart

Dr. [Signature]

TCT

Jordan Bennett

Fair Sponsorship

Dean Brizendin

Brad Erbe

**MINUTES FROM
A MEETING OF THE HINES COMMON COUNCIL
AND BUDGET COMMITTEE
July 13, 2021**

Present:

Mayor:

Nikki Morgan

Council:

Councilors Amity York, Misty Shepherd, Marsallai Quick, Robert Beers, Ron Williams and Gary Miller were present.

City Staff:

Kirby Letham City Administrator, Jerry Lewellen Public Works Superintendent, Ryan DeLange Police Chief, and Bob Spence Fire Chief

Public Audience:

Chris Wiseman, Denise Rose, Eldon Hart, Sally Hart, Gretchen Bates, Jordon Bennett, and Stefanie Wiseman

***Mayor Nikki Morgan called the meeting to order at 5:30 pm and led the flag salute.**

Approval of July 13, 2021 Agenda

Mayor Morgan asked if there were any changes to the agenda. Administrator Letham requested to add an item to new business listed as Planning Commission Recommendation of a Zone Change. Councilor Beers made a motion to approve the July 13, 2021 agenda with the addition. Councilor Williams seconded the motion. All ayes, motion carried.

Approval of Minutes from June 22, 2021

Councilor Beers made a motion to approve the June 22, 2021, minutes. Councilor Williams seconded the motion. All ayes, motion carried.

Accounts Payable for June 24, 2021, June 30, 2021, July 7, 2021, and July 13, 2021

Councilor Beers made a motion to approve the Accounts Payable for July 13, 2021 in the amount of \$44,351.00. Mayor Morgan asked Councilor Beers to restate the motion breaking out the accounts payable by date. Councilor Beers amended his motion approving the accounts payable in the amount of \$44,351.00 for July 13, 2021, July 7, 2021, June 30, 2021, and June 24, 2021. Councilor Williams seconded the motion. All ayes, motion carried.

Department Head Reports

Public Works Superintendent Jerry Lewellen – Lagoons are pumping about 140K gal/day. The heat is causing the water to evaporate. The water is already down one foot. Pumping 1.7M gal/day of drinking water. Mowed the field at the fairgrounds for the fireworks show. Have been spraying weeds at the lagoon. Sprinkler installation at Pavilion Park is going well. Engineer was in last week inspecting the lagoon lift station. Did maintenance on the Newport/Milwaukie water line today. Councilor Quick thanked Public Works for getting the water back online so quickly. Councilor Williams advised that paint is on order to paint Circle Drive and Barnes Ave.

Police Chief Ryan DeLange – 240 calls for service, most are domestic or theft calls. 2 unattended deaths. Burglary and theft calls are up. Officer Mitchell has been working a couple of gun cases. People breaking into homes and stealing guns. County is noticing some homeless. Public needs to lock homes, cars/trucks, campers, etc. Burns is down 2 officers, and we are busy trying to cover. High School was broken into a couple of weeks ago and one building was destroyed. The kids responsible were caught, middle school and elementary school students. A week or so ago revived a man in cardiac arrest CPR and AED's do work! Congratulations from the Council!

Fire Chief Bob Spence – Responded to 5 calls since the last report. A couple of grass fires, a garbage pile that got out of control. Burn ban was put into effect June 27th.

City Administrator Kirby Letham – Wanted to let people know that the smoke we are seeing is from the Bootleg fire in the Beatty/Bly area. DEQ has advised that heavy smoke will continue for some days. Keep weeds and grass mowed down. Chief Spence commented that he was very happy this 4th of July that there were no fire calls due to fireworks. Citizens of Hines please be careful out there. We could be looking at a long fire season possibly into October or November. Bathrooms in the main park are almost finished. Some drywall needs to be finished and then fixtures installed. Should be done in the next couple weeks. Working on getting some RFPs put together for street repairs, crack sealing, park fences and computer security. Herb Vloedman has had his permits approved through the County and the State and will move forward on installing the self-storage units. There was a permit request for a home. They were going to install a manufacture home. They have since withdrawn the request as the cost went up \$70K and were told the price could continue to be increased. Still moving forward with the Brownfield grant identifying properties that can be cleaned up and put back in to use. The water project is nearing completion. About 3-4 weeks of work left. Testing for the new tank should be ready next weeks. The last two lines to be installed have been delayed as there were some archaeological significant items found. Working with the Tribe to identify the items. It could be 3-4 weeks before the city is able to move forward with those lines, and then an additional 3-4 weeks for the work to be completed. Councilor Williams asked what happens at project completion and was advised that Jerry and or Kirby will do a final

walkthrough with Anderson Perry. The 2021/2022 budget was adopted and recorded with the County. Councilors commented about how good the playground equipment looks. The Kiwanis and Tumbleweed got together and have painted the park equipment. They did a great job!

Public Comment Non-Agenda Items (Speaking time limits may apply)

Jordon Bennett for the Chamber of Commerce – they concluded a second round of interviews last week and believe they have found a new director, as soon as, he clears the background screening. He then asked about the Chamber funding from the city. Administrator Letham let him know that the city will be giving the Chamber of Commerce \$23,750 this year.

Old Business

Harney County Housing Project Update – Administrator Letham is a member of the Harney County Housing Committee which is a subcommittee of the Community Revitalization Team (CRT). In March, the Council voted to donate a lot on S. Saginaw to the project. This lot was considered the most suitable for building the first home in this project. In a previous report the Council was advised that the lender wanted the city to put in 20% in cash as part of the lending package, and the city would receive this money back when the house sells. The lender has since agreed that the city does not need to put in 20% in cash as the land value more than covers this amount. A Request for Proposal was released and a builder, Kyle Kaino has been chosen. Administrator Letham mentioned that the lot is a little larger than ½ acre and suggested the city partition the lot, have the first home built, and if all goes well, perhaps build a second home on the other piece. He showed a revision to the housing plan. Originally, it was thought to build a 2-story home, however, the decision has been made to make it a single story, making the house ADA compliant. He asked Superintendent Lewellen about the water line and was told the new line now runs down the middle of S. Saginaw to Byrd. There was discussion about the sewer line. Councilor Beers asked what the typical lot size is in the city. Administrator Letham said the lots in the city run from .10 acre to .30 acre. Administrator Letham asked Denise Rose from Economic Development if she had any comments. She said that she appreciates the city contemplating the donation of this lot. They are excited about the experience level of the contractor. He has great references and believes that he going to build a great home. Everyone is giving something towards the project. The lender is waiving fees with a low interest rate loan. OTEC is donating towards the new service. Councilor Quick asked about the value of the donation by the city. The preliminary value of the City's donation is approximately \$49,250, this includes the donation of the land. If the Council chooses to move forward, there will be a resolution drafted formally donating the land to Harney Homes. *Councilor Quick made a motion to support the Harney Housing Plan and approve the donation of tax lot 5401 owned by the City of Hines located at the end of S. Saginaw Ave for the purpose of building a home and to be sold. Councilor York seconded the motion. 5 ayes, 1 nay, the motion carried.*

Park Bathroom – Engineer Update – Levi Voight of STRUX Engineering contacted Administrator Letham. He is finalizing the plans and wanted to know if the bathroom was going to be year-round or seasonal? Mr. Voight said the cost difference could be anywhere from \$2500 to \$5000 difference. Long term cost could increase significantly with heating and servicing the bathroom during the winter. Concern was expressed about possible damage done during the winter. Councilor Quick asked what the season is, and Mr. Lewellen said they try to open the park bathroom by April 15 and close it mid-October depending on weather. *Councilor Williams made a motion to build the City Hall bathroom as a seasonal bathroom. Councilor Beers seconded the motion. All ayes, motion carried.*

Homeless Camping Update – Administrator Letham was not able to get in contact with the League of Oregon Cities (LOC) attorney prior to the meeting. The Senate Bill was passed by the State. This will limit what the city can do regarding the homeless. A study was commissioned in California about homelessness. In the study they found 3 key causes to homelessness. First reason was mental illness, the second reason was drug addiction, and the third reason was a combination of both. Another point made by this study was that those communities that had a relaxed attitude about homelessness attracted more homeless. Cities that have a strict approach to homelessness and enforce those laws tend to have a smaller problem with homelessness. He will work with the LOC attorneys to draft strict resolution(s) that address homelessness. The study also found that even if cities went to extremes to create places for the homeless to go, those places were rarely used. Audience member Chris Wiseman said he looked at the Senate Bill and saw that it said that camping sites had to be made available to the homeless for no charge. Chief DeLange commented that the city parks are ok as there is a city ordinance in place that states no public camping in the park. His concern is other properties that the City owns. Discussion ensued as to what the city is required to provide. Administrator Letham said that he will work with LOC to see what the requirements are. Councilor Williams asked do we have ordinances in place for street parking, camping, what kind of timeline for staying?

Small City Allotment Grant – N. Saginaw Paving Project – Administrator Letham let the Council know that the city was awarded a Small City Allotment Grant in the amount of \$100K for street repairs. At the time of application N. Saginaw was listed as the priority street to be repaired. There is a lot of water that runs under the base for the street. Councilor Williams asked why tear it up to lay a new base? Why not make the current street the base and overlay on top of that? Administrator Letham will check into that to see if it will work.

Lagoon Lift Station Renovation Project – Administrator Letham stated that the City received \$314K in ARP funds. We received \$150K for this year. We can use it for infrastructure. He has Anderson Perry looking at the project. He has contacted Biz Oregon to see if there are any grants that we could apply for. The lagoon lift station is for

the immediate need. The next step would be a wastewater master plan. Biz Oregon is already looking at funding for that. Would like to look at a city-wide plan to upgrade the whole infrastructure. Superintendent Lewellen described the work needed. The newest pump at the lift station was installed in 1978. The others are 1969 and 1972. The pump station was built in the '50s. The engineer was out inspecting last week. He wants to replace everything, the electrical, the pumps, etc. Also thinks the lagoons need to be dredged. Said they make pumps with screening that are automated so the crew would not have to manually clean out the pumps. He said the engineer told him that there are grants available to help bring aging systems up to current code. Administrator Letham said that he is working with Biz Oregon, Anderson Perry and DEQ to come up with a list for grants that the city could qualify for. Councilor Quick asked what kind of cost is the city looking at? Administrator Letham said the pumphouse upgrade will take up most of the ARP funding. He said that he will bring numbers forward to the next meeting for discussion.

Discussion: 2nd Amendment Sanctuary City – Chris Wiseman presented at the last City Council meeting. There is a copy of County Ordinance No. 2021-01 Declaring a Second Amendment Sanctuary in Harney County. Gretchen Bates handed out a copy of the County ordinance amended to provide an example of a City of Hines ordinance. They are asking for the city to adopt a similar ordinance. Stephanie Wiseman read the synopsis of SB 554. Ms. Bates explained that there is a referendum in the works to force SB 554 to go in front of the voters. In the meantime, they are asking the city to consider an ordinance like the one passed by the County that resists SB 554. The Mayor summed up their request by stating what they are requesting is that the city adopt an ordinance that says the city will follow the 2nd Amendment to the U.S. Constitution. Councilor Quick asked Chief DeLange his thoughts on this. He has concerns about legal issues if police need to take a gun away from someone suffering from mental illness for example. Chris Wiseman commented that 2/3 of the counties across the U.S. have become 2nd Amendment Sanctuary counties. Discussion ensued regarding issuing a resolution stating that the City supports the 2nd Amendment as opposed to passing an ordinance that could possibly have legal and/or fiscal impact to the City. Chief DeLange suggested the City's attorney review the County's ordinance and get their feedback. Councilor York wondered why the County ordinance was so broad. Ms. Bates responded that the County was trying to cover all the bases as the SB was so broad. Councilor Beers like the idea of issuing a resolution in support of the 2nd Amendment, and after further research possibly issuing an ordinance. Ms. Bates added that Senator Findley and Representative Owens support such an ordinance 100%. Eldon Hart commented that the County ordinance should be in the paper so that the residents know what is going on. There are multiple locations in Hines and Burns that have the referendum if someone would like to sign it.

New Business

Planning Commission Recommendation: Zone Change on Circle Drive Lot

Ron Schirm is interested in purchasing the vacant lot next to the OSP office on SW Circle Drive. He is researching what would be required to build 3 duplexes (townhouse style) on the property. The land is currently zoned Commercial and has petitioned the Planning Commission to recommend to the City Council that the property be re-zoned as residential. He also asked for permission to use the alley between Circle Dr. and Quincy as a driveway for the units. Parking was discussed. If residents decided they wanted to park they could conceivably tie up the parking for the Post Office, OSP Office and even the park. A question was brought up about the current zoning around Circle Dr. It was explained that the homes were built prior to the Zoning ordinance and were grandfathered in 1979. If something happens to one of the homes, such as a fire, the owners have 1 year to rebuild a home, or the zoning changes to commercial. Superintendent Lewellen is concerned about the water meters in the alley. Councilor Beers expressed concern about vehicle access. Councilor Williams suggested that the Council make a decision in consideration of time. Administrator Letham presented options to the Council. They could suggest to Mr. Schirm a mixed-use type of building with shop(s) on the ground floor and apartment(s) above, they could deny the recommendation, or they could approve the recommendation. Chief Spence asked if the alley would be wide enough for a firetruck and was told no. Superintendent Lewellen expressed concerns about the antennas on the new water meters. It does not seem to be feasible. *Councilor Beers made a motion to deny the Planning Commission's recommendation. Councilor Quick seconded the motion. All ayes, the motion carried.*

Harney County Fair Sponsorship – Jordon Bennett – Mr. Bennett said that this year they are bringing in cowboys from out of the area to compete in this year's rodeo. He suggested the city donate towards the prize money, as the larger the purse, the more contestants of higher quality participate. He and Administrator Letham will discuss this further and bring the subject back to the Council at a later date.

Donation Request: Red Ribbon Week – *Councilor Williams made a motion to approve \$150 donation for the drug & alcohol-free dinner for Red Ribbon Week. Councilor Shepherd seconded the motion. All ayes, the motion carried.*

Donation Request: Harney County Senior Center – Senior Nutrition Program – *Councilor Beers made a motion to \$150 donation to the Senior Center Nutrition Program. Councilor Williams seconded the motion. All ayes, the motion carried.*

Donation Request: Harney Partners for Kids and Families – Councilor York explained CASA. They are advocates for foster youth. Councilor Quick asked what does the money go towards? Councilor York responded that it is to assist with recruiting of CASA advocates who are volunteers and to possibly help with travel costs. *Councilor Quick made a motion to donate \$300 to CASA. Councilor Williams seconded the motion. All ayes, motion carried.*

Public Comment Period (Speaking time limits may apply):

Mrs. Hart thanked Mr. Beers for the research that he did on the mosquitos. She said that they have had sludge in their water lines. She would like to know when their water should be clear again. Superintendent Lewellen said tomorrow he will flush the hydrant by their home.

Mayor and Council Comments

Councilor York – A citizen approached her about animals in the city limits. Possible violation of the number of animals. Rabbits are permitted pets, goats the resident needs a permit from the city. She to work with Administrator Letham.

Councilor Shepherd – She wanted to thank Amie and Paula for the work done on the Independence Day celebration. Administrator Letham said he would pass on her comments.

Councilor Quick – She told the Harts that she was glad they spoke about the mosquitos and thanked them for mentioning it to the Council. Thanked the department heads.

Councilor Beers – He had a citizen approach him about the fire danger present from empty lots with tall grass. Many of them are along the highway. Visibility issues at stop signs, can we get parole & probation to take care of it? Hole at Pettibone & the Highway, can we get gravel to fill the hole? Superintendent Lewellen said they filled that hole 2 weeks ago. The cut on Bennett between Quincy & Roanoke... Superintendent Lewellen said they filled that hole 3 weeks ago. Wanted to acknowledge that Dan Griggs helped him with the mosquito research.

Councilor Williams – None.

Next Council Meeting is scheduled for July 27, 2021, at 6:30pm.

Adjournment:

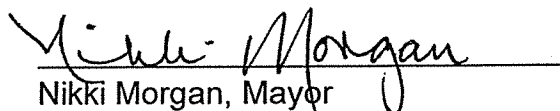
There being no further business, Councilor Williams made a motion to adjourn the meeting. Councilor Beers seconded the motion. All ayes, the motion carried. Meeting adjourned at 9:20pm.

Respectfully Submitted:

Kirby Letham

City Administrator

ACCEPTED AND APPROVED BY THE CITY COUNCIL ON July 27, 2021.


Nikki Morgan, Mayor

City Administrator's Report

1. Harney County Housing Project – Update
 - a. Seeking Pricing from Surveyors
 - b. Determining sewer connection needs
 - c. Bring sewer line to the property
2. Park Bathroom – Engineer Update
3. Homeless Camping Update
 - a. Meeting with LOC attorneys this week
4. Small City Allotment Grant
 - a. North Saginaw Paving Project – pricing; extension?
 - b. Will apply for another SCA grant this week as well – *report*
5. Lagoon Lift Station Renovation Project
6. Water Project update
 - a. Water Tank – Fill, Flush, and test this week; should be online and operational by mid-August; there will be a chlorine taste for
 - b. Well #2 (tower well) flushed out today, finishing work there
7. Small Cities Meeting
 - a. Report from the Mayor and Councilor Shepherd
 - b. Next meeting will be in person on October 14
8. Planning Report
 - a. LS Networks is continuing to install High Speed internet
 - b. Spectrum is working in town
9. Park Sprinkler update
 - a. City Hall Park is almost complete
 - b. Work on Fire Hall Park is started, should go quickly
10. Update on Complaints/Nuisances
 - a. Removed hot tub at corner of Quincy and Pettibone
 - b. Removed junk pile on Hwy 20
 - c. Removed a dead car and couch from Roanoke

Bees

11. OTEC *mtg*

12.

TO: Hines City Council
FROM: Kirby Letham, City Administrator
DATE: July 27, 2021
SUBJECT: Discussion – Harney County Fair Donation
Attachment(s)

DISCUSSION:

The Harney County Fair approached the City of Hines and asked for a donation to the fair.

The City of Hines will consider a donation of TLT funds to sponsor the fair.

\$ 7,000.00 approved for Bronc. Riding event at
the fair.
Approved 7/27/21 by Council
Kirby Letham

Administrator

From: Stephanie O'Brien <sobrien@andersonperry.com>
Sent: Wednesday, July 21, 2021 6:48 AM
To: FRENCH Jamie * OPRD; Diane Teeman; Diane Teeman; Brandon Mahon; Dane Maben; Administrator; thpo@ctwsbnr.org; Austin.greene@ctwsbnr.org; Tildon.Smart@fmpst.org; Perry Chocktoot; chairman@fpst.org; vhawley@plpt.nsn.us; howard.tedl@shopai.org; lhoward@ypt-nsn.gov; hrdirector@ypt-nsn.gov; harneymuseum@centurytel.net; Jacob Arnzen; info@restoreoregon.org; Lambeth Debra G; Christian Nauer (christian.nauer@ctwsbnr.org); kannitz65@gmail.com; d3lambeth@gmail.com; BAILEY Shanna * BIZ; eysdirector@fpst.org; westernroom@harneycountylibrary.org; Lindsay Costigan
Subject: Hines MOA Meeting Notes - Meeting #6

Hines MOA Meeting #6 Notes

Attendees: Kirby Letham (City of Hines), Dane Maben (AP), Jamie French (SHPO), Diane Teeman (BPT), Stephanie O'Brien (AP)

Jamie described standard mitigation measures SHPO typically sees

- Excavation of 3% of site – BPT may see this as an additional adverse effect, so may not be option
- Interpretive panel of Paiute use of the Hines area – depending on what is already going on in city (may not be helpful to have lots of panels if already have many)
- Donation to cultural department of tribe (First Foods, ethnography)
- Ethnography of Hines area (hire ethnographer to work with BPT on traditional use of Hines)
- Native plants in local park with placards/information about native use of plants
- Partnership with Archaeology Roadshow, donation or booth
- National Register listing of another site associated with the Paiute in the Hines area
- Pamphlet available at the city, talking about Hines and precontact past; typically this is a walking tour, often associated with historic structures so may have to get creative in this case, can't point out where sites are
- Cultural resource management plan for city specific to the resource; plan could specify where high potential areas are, detail best practices, describe areas that are disturbed known to be disturbed, etc.

Some of these go hand in hand with city becoming CLG, CLG ordinance, particularly CRM Plan (can include historic buildings/properties in this plan as well)

BPT would see curation/removal associated with excavation as adverse effect; analysis in field can sometimes be ok
BPT would support interpretive panels, donation to cultural department, ethnography of Hines area (BPT has been doing in-house ethnographies), planting of native plants, National Register listing, pamphlet, CRM plan

Neutral on roadshow

Would like to participate in any outreach about tribal culture

SHPO inquired if BPT has a site in mind that would be good fit for NRHP nomination, near Hines or in general area
Diane indicated the Old Camp area may be good for this. There are other areas, but not sure if they've been formally recorded

Action Items

Diane

Review MIDP and draft MOA

Kirby

Review mitigation options and provide input on best ones

Review template agreement for BPT Tribal Monitoring

Jamie

Review MIDP and draft MOA

Stephanie/Dane

Reach out to IFA about covering mitigation, if this can be covered in the grant

Determine cap for funding



Stephanie O'Brien
Senior Archaeologist
Anderson Perry & Associates, Inc.
214 E. Birch / PO Box 1687
Walla Walla, WA 99362
509-529-9260 office / 509-529-8102 fax
818-634-9432 cell

[Web](#) [Facebook](#)

RESOLUTION 2309

RESOLUTION AUTHORIZING THE CITY'S PARTICIPATION IN THE LEAGUE OF OREGON CITIES' LEGAL ADVICE PROGRAM PROVIDING LIMITED FREE LEGAL ADVICE TO OREGON CITIES LOCATED IN EASTERN OREGON

WHEREAS, the League of Oregon Cities ("LOC") is a consolidated department of Oregon's 241 incorporated cities which was founded in 1925 to be, among other things, the go-to place for and about cities as a dynamic resource hub for advocacy, education and best practices; and

WHEREAS, the LOC has divided the State of Oregon into twelve regions, with Regions 11 and 12 located in Eastern Oregon; and

WHEREAS, on June 18, 2021, the LOC's Board of Directors, at a public meeting, formally created the Legal Advice Program ("Program"), a Program intended to be a permanent part of LOC's portfolio, wherein the LOC's attorneys may provide direct legal advice, under certain conditions and parameters, to cities located in Regions 11 and 12, provided the city adopts a resolution, and enters into a contractual agreement with the LOC agreeing to the terms and conditions of the Program; and

WHEREAS, the Program described herein becomes effective July 1, 2021; and

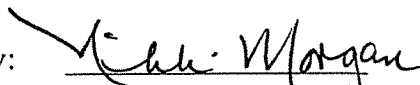
NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF HINES OREGON, THAT:

SECTION 1. It is in the best interests of the citizens of Hines, Oregon, to participate in the Program described herein, under the terms and conditions of the attached Program Agreement (Exhibit A).

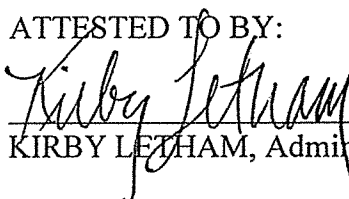
SECTION 2. The City Council of Hines, Oregon, as the fiscal and legislative body of the City of Hines Oregon, hereby approves the Program Agreement.

ADOPTED by the Common Council of the City of Hines this 27th day of ^{July}~~June~~ 2021 by a vote of 6 "ayes" to 0 "nays."

CITY OF HINES

By: 
NIKKI MORGAN, Mayor

ATTESTED TO BY:


KIRBY LETHAM, Administrator/Recorder

**PERSONAL SERVICES AGREEMENT
FOR LEGAL ADVICE PROGRAM**

This Agreement is made between:

The League of Oregon Cities,
an Oregon Municipal Corporation
(LOC)

and

The City of Hines
(City)

as an engagement for the provision of
Limited Legal Advice and Services

INDUCEMENTS

WHEREAS, the LOC's developed a Legal Advice Program ("Program"), beginning July 1, 2021, to provide limited legal advice, under the terms and conditions described in this Agreement, to cities located in Eastern Oregon, specifically Regions 11 and 12 as those regions have been established by the LOC; and

WHEREAS, the City wishes to participate in the LOC's Program and receive free limited legal advice in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the inducements, covenants, agreements, and conditions herein contained, the parties (this term is used throughout the Agreement to mean the LOC and the City) agree as follows:

1. **Purpose.** The purpose of this Agreement is for the LOC to provide professional, free, and limited legal services to the City, as described herein.
2. **Term.** The term of this Agreement shall be effective July 1, 2021, or upon the signature of all parties, whichever date is later, and expire on June 30, 2024, unless terminated in accordance with Paragraph 10 of this Agreement. Upon mutual agreement of the parties,

the term of this Agreement may be extended an unlimited number of times, with each term extension lasting no more than three years. Such extensions may be made subject to the terms and conditions hereunder and to any other terms and conditions as the LOC may determine to be necessary or advisable.

3. Services to be Provided by the LOC. The LOC shall provide legal services to the City in accordance with the following:

- A. For each fiscal year within the term of this Agreement, fiscal year being defined to mean July 1 to June 30, the LOC shall provide the City 15 hours of free legal advice.
 - a. The LOC shall track the legal advice it gives to the City in thirty-minute increments.
 - b. Upon request by the City, the LOC shall provide the City an accounting of the legal services it has used to date and the number of available hours of free legal advice the City has left for the relevant fiscal year.
- B. The LOC shall not assist or represent the City in any litigation, mediation, adjudication proceedings, administrative hearings, quasi-judicial hearings, appellate proceedings, or any other matter that is reasonably likely to result in or lead to one of the events described herein. This provision does not impact or prevent a city from requesting amicus assistance by the LOC via the LOC's Legal Advocacy Committee.
- C. The LOC shall not assist, represent or provide advice to the City in any matter that involves another LOC member or has the potential to impact another LOC member.
- D. The LOC shall not assist, represent or provide advice to the City on any intracity disputes. This provision does not impact or prevent the LOC from performing its normal training, facilitation or medication services.
- E. The LOC shall not attend or represent the City, or any of its boards and commissions, at any public meeting or hearing. This provision does not impact or prevent the LOC from performing its normal representative duties before the State Legislature or State agencies as part of its overall lobbying efforts on behalf of all Oregon cities and the protection of home rule. However, at the LOC's sole discretion, if the LOC believes it has the staffing resources available to do so, the LOC may attend a city council meeting, via telephone or video conference, to provide answers to the council on work the LOC has performed on behalf of the city.
- F. The LOC shall not provide the City any employment law advice, unless the advice is related to wage and hour matters. Any questions or inquiries received by the LOC that relate to employment law, except for wage and hour advice, will be directed to CityCounty Insurance Services.

- G. The LOC shall not provide the City any advice related to franchises or telecommunication matters, including reviewing contracts, or potential contracts, between the City and any company or entity wishing to secure a franchise from the city or provide telecommunication services to, within or through the city.
 - H. The LOC shall furnish all labor, materials, supplies, equipment, office space, shop space, reference and background data and information, and all other things necessary to the performance of the work described in this Agreement.
 - I. Work performed by the LOC shall meet or exceed the standard of professional quality of the municipal legal profession in the State of Oregon at the time such work was performed. Pursuant to the standard of professional care owed to the City, the LOC shall endeavor to keep the City fully informed about all material matters relating to the legal services provided under this Agreement.
 - J. The City acknowledges that information generated in the course of representation of a governmental body may be subject to the Oregon Public Records Law, Chapter 192 of the Oregon Revised Code. The LOC will exercise professional judgment and care when creating documents or other media intended to be confidential or privileged attorney-client communications that may be subject to disclosure under the Oregon Public Records Law. The LOC shall mark confidential or privileged attorney-client communications as confidential. This subsection shall not be interpreted to limit the LOC's duty to provide full disclosure to the City as necessary in the LOC's judgement to represent the City with due professional care or as required by applicable law or disciplinary rules.
 - K. If the LOC is asked to provide legal advice that requires it to work past the fiscal years relevant to this Agreement, the LOC and the City will reach a mutually agreed upon time for the completion deadline and use of available Program hours.
 - L. LOC reserves the right to refuse to assist a City on a given project. The refusal is to be based on one of the following:
 - a. LOC attorneys determine that they are not qualified to provide legal advice on the project because the project requires an attorney with a particular specialty; or
 - b. LOC attorneys determine that given existing staffing schedules, project commitments, and other deadlines, the attorneys do not have adequate time to meet the City's needs.
4. **Personal Services.** The parties agree that this is an agreement for personal services and that the LOC shall be the entity who will fulfill the services under this Agreement.

5. Independent Contractor. The LOC shall perform the work required by this Agreement as an independent contractor. The LOC's duties will be performed with the understanding that it has special expertise as to the services which it is to perform.

A. Although the City reserves the right to determine and modify the work to be performed and to evaluate the quality of the completed work product, the City cannot control the means or manner of the LOC's performance.

B. The LOC is responsible for determining the appropriate means and manner of performing the work.

C. The LOC is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.

D. The LOC is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided in this Agreement.

6. Compensation. The annual LOC membership dues the City pays the LOC shall cover the services the LOC provides the City under this Program.

7. Obligations of the City. The City's obligations under this Agreement include:

A. The City shall notify its appointed City Attorney of this Agreement, as well as the Resolution that approved the Agreement, prior to utilizing the LOC's services under this Agreement. The City shall provide the LOC with the name and contact number of its City Attorney.

B. The City shall designate no more than two people who are employed by or elected to represent the City that may communicate with the LOC regarding legal questions. The City shall provide the names of these two people to the LOC prior to utilizing the LOC's services under this Agreement.

C. The City shall not ask the LOC to perform any services the LOC is specifically prohibited from providing under Section 3 of this Agreement.

8. Records and Inspection.

A. All drawings, specifications, data, maps, photographs, renderings, documents, reports, recordings, computer files (including but not limited to programs), and other like materials furnished by the City whether the project is completed or not are the City's property. The LOC is granted a limited license to use such materials in conjunction with work under this Agreement only and shall not use them for any other purpose.

B. All of the LOC's work product generated, created, compiled, or assembled in furtherance of this Agreement shall remain the property of the LOC.

9. **Notices.** Any notice permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown herein. Notices sent by certified mail will be deemed delivered three business days after placement in the mail.

City: Hines, OR; c/o Kirby Letham, City Administrator; PO Box 336, Hines, OR 97738

LOC: League of Oregon Cities, c/o General Counsel, 1201 Court Street NE, #200, Salem, Oregon 97301.

Parties are responsible for notifying one another of any change in the name or address to be used for delivery of notices.

10. **Termination.** Notwithstanding any other provision to the contrary, this Agreement may be terminated as follows:

A. Either party may terminate this Agreement at any time or for any reason, upon not less than ten days' notice in advance of the termination date.

B. In the event of a termination, the LOC shall return all documents and work belonging to the City within ten days of the termination becoming effective.

11. **Liability.** The parties will not be liable for incidental, consequential, or other indirect damages arising out of or related to this Agreement, regardless of whether the liability claim is based in contract, tort (including negligence), strict liability, product liability or otherwise. The parties will not be liable for any damages of any sort arising solely from the termination of this Agreement in accordance with its terms.

12. **Assignment/Subcontracting.** Assignment and subcontracting, by either party, of any of the duties and responsibilities outlined in this Agreement is not permitted.

13. **Modification.** No modification of this Agreement is enforceable unless it is in writing and signed by both parties. If the City receives a communication from the LOC that it believes is a modification of this Agreement, it shall, within ten days after receipt, make a written request for modification to the LOC. The City's failure to submit such written request for modification in a timely manner may be the basis for refusal by the LOC to treat said communication as a basis for modification.

14. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. The provisions required by ORS 279 to

be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth.

- A. Any claim, action, or suit between the LOC and City that arises out of or relates to performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon.
 - B. If any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- 15. Adherence to Law.** The LOC shall adhere to all applicable federal and state laws which may be applicable to this Agreement. The LOC shall maintain any certificates, licenses, or permits required by statute, administrative rule, or local ordinance throughout the term of this Agreement.
- 16. Attorney Fees.** In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, on appeal or upon review.
- 17. Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder to the extent such failure or delay both:
- A. Is caused by any of the following:
 - a. Acts of war;
 - b. Terrorism;
 - c. Civil riots or rebellions;
 - d. Quarantines, embargoes, and other similar unusual governmental action;
 - e. Extraordinary elements of nature or acts of God; and
 - B. Could not have been prevented by the non-performing party's reasonable precautions or commercially accepted processes or could not reasonably be circumvented by the non-performing party through the use of substitute services, alternative sources, workaround plans or other means by which the requirements of a buyer of services substantially similar to the services hereunder would be satisfied.

Events meeting both the criteria set forth above are referred to individually and collectively as "Force Majeure Events."

The parties expressly acknowledge that Force Majeure Events do not include vandalism, labor strikes, or the nonperformance of third parties or subcontractors relied on for the delivery of the services outlined in this Agreement, unless such failure or nonperformance by a third party or subcontractor is itself caused by a Force Majeure Event.

Upon the occurrence of a Force Majeure Event, the nonperforming party shall be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail, and such party continues to attempt to recommence performance or observance to the greatest extent possible without delay.

18. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of City and the LOC as set forth in this Agreement.

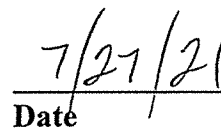
19. Integration. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.

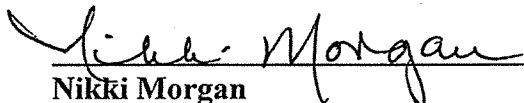
Patricia M. Mulvihill, General Counsel
League of Oregon Cities

Date

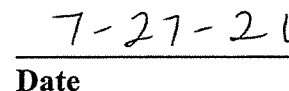


Kirby Letham
City Administrator
City of Hines


Date



Nikki Morgan
Mayor
City of Hines


Date

Administrator

From: Patty Mulvihill <pmulvihill@orcities.org>
Sent: Tuesday, June 29, 2021 3:23 PM
Subject: Update on LOC's Pilot Legal Program in Eastern Oregon - Regions 11 & 12
Attachments: Resolution and Agreement, FINAL.docx

Importance: High

Good afternoon,

For the last three years, the League of Oregon Cities (LOC) has successfully implemented a Pilot Legal Program in Eastern Oregon, wherein participating cities received up to 10 hours of free legal advice from LOC attorneys. The LOC was able to assist dozens of cities in Eastern Oregon by drafting ordinances, writing and reviewing contracts, preparing easements, creating municipal policies, and providing general legal advice. Because the Pilot Legal Program was so well-received and so substantially used by participating cities, the LOC's Board of Directors has decided to transform the Pilot Legal Program into a permanent part of its portfolio in Eastern Oregon, calling it the Legal Advice Program in Eastern Oregon ("Program").

Effective July 1, 2021, the LOC is instituting the Program. The Program will provide cities located in Regions 11 and 12, as those regions are defined by the LOC, who have a population of 7,500 or less, with **15 hours of free legal advice per fiscal year**, under certain terms and conditions. Cities who wish to participate in the Program need to adopt a Resolution expressing their intent to participate and execute a Professional Services Agreement with the LOC. A copy of a proposed Resolution and the Professional Services Agreement are attached to this email.

Participation in the Program is covered by a city's LOC annual membership dues. There is no additional charge for a city to participate in the Program. However, the LOC does require any city wishing to participate in the Program to review the Resolution and Professional Services Agreement with their identified city attorney.

As with the Pilot Legal Program, there are certain services the LOC attorneys cannot provide a city under this Program. Those services are generally described below:

1. LOC attorneys will not represent a city in litigation, mediation, administrative hearings, and other similar proceedings – or begin a project the LOC reasonably foresees resulting in such proceedings;
2. LOC attorneys will not represent a city in an intercity or intracity dispute – if a city is having internal legal disputes or is engaging in a legal controversy with another city, LOC attorneys cannot assist;

3. LOC attorneys will not provide legal advice on employment law matters covered by CityCounty Insurance Services; and
4. LOC attorneys will not provide assistance with franchise agreements or matters related to telecommunications issues – franchises and telecommunication issues are highly specialized areas of the law that require an attorney with unique skills in that area.

As already noted, the Program is intended to be a permanent part of the LOC portfolio of services. That said, LOC will require cities wishing to participate in the Program to renew their Professional Services Agreement with the LOC every three years. The Professional Services Agreement, in Section 2, makes it clear that the term of the Agreement is for three years, but also notes that the terms can be extended for an unlimited number of three-year terms.

If your city wishes to participate in the Program, and LOC hopes it chooses to do so, the city council needs to adopt a resolution and execute the Professional Services Agreement attached to this email. Should anyone on your city council or in the city's administration have questions regarding your city's participation in the Program, please do not hesitate to contact me or Assistant General Counsel Jayme Hafner. We want every city who is interested in the Program to feel like they understand the Program's parameters and its benefits.

Please submit your executed Personal Services Agreement to my or Jayme's attention as soon as possible. Once LOC has your executed Personal Services Agreement, LOC attorneys can begin providing your city services pursuant to the Program parameters.

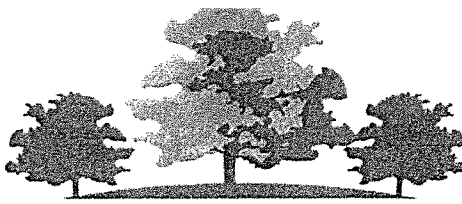
Thank you again for your continued support of LOC.

For ease of reference, you can reach Jayme and me at the following email addresses:

Patty Mulvihill at pmulvihill@orcities.org

Jayme Hafner at jhafner@orcities.org.

Best regards,
Patty



You are welcome in HINES

101 E. Barnes Avenue / PO Box 336, Hines OR 97738 541-573-2251 FAX 541-573-5827 cityofhines.com

APPLICATION FOR BUSINESS LICENSE

BUSINESS NAME: KC'S COFFEE BOX
BUSINESS PHONE NUMBER: 541-589-5401
CONTACT PERSON: Cynthia Spencer
CONTACT PERSON'S PHONE NUMBER: 541-589-5401
MAILING ADDRESS: 1296 FOLEY DR, BURNS OR 97720
PHYSICAL ADDRESS: 740 HWY 203, HINES OR 97738
EMAIL ADDRESS: CSPENCER444@YAHOO.COM
Description of the trade, shop, business, profession, occupation or calling: MOBILE COFFEE TRAILER

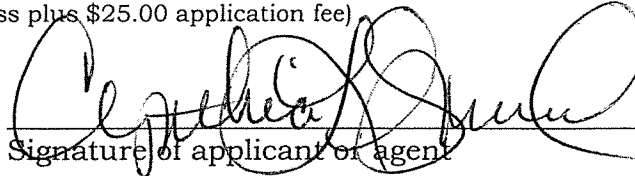
Fiscal Year for Business License: JULY 1, 2019 - JUNE 30, 2020
2021 22

Licensing Fee:

☒ **\$65.00** (\$40.00 in-county business or seasonal vendor plus \$25.00 application fee)

☐ **\$105.00** (\$80.00 out of county business plus \$25.00 application fee)

Date: 7/23/21


Signature of applicant or agent

Your information will be available on-line to the public at www.cityofhines.com unless you indicate otherwise (in writing).

If the business is required by the state to have registration, bonding or insurance, attach a copy of those documents to this application and fill in information below:

Registration No.: _____ Bond No.: _____

Insurance agent/agency: STATE FARM

FOR CITY USE ONLY:

License No. _____

Approved: _____

Date Issued: _____

municode



CONNECTING YOU & YOUR COMMUNITY

LEGAL REVIEW PROPOSAL

WITH OPTIONAL STATE LAW REFERENCE REVIEW AND HYPERLINKING

City of Hines, Oregon

July 13, 2021 - Valid for 90 days



Sylvana Satterfield

Legal Account Manager

Office: 800-262-2633 ext. 7039

Direct: 850-692-7039

Email sylvana@municode.com

PO Box 2235 Tallahassee, FL 32316

GovTech
100

GovTech Top 100 Innovators

Annually since 2016!

municode
★
CONNECTING YOU & YOUR COMMUNITY

LETTER OF INTEREST

July 13, 2021

Mr. Kirby Letham
City Administrator
City of Hines
101 East Barnes Street
Hines, OR 97738

via email: administrator@ci.hines.or.us

Mr. Letham:

Thank you for your interest in Municode's legal services! To ensure that your Code remains legally sound and accurate, we recommend a Legal Review or complete Recodification of the Code every 5 to 10 years. This proposal provides the scope of services and pricing to conduct a full Legal Review of your Code (**Option 1**) as well as an option to only review State Law References within the Code and/or to hyperlink state law references to the applicable statute on the state's website (**Option 2**). Both options are described below.

During the Legal Review process, an experienced Municode codification attorney will conduct a chapter-by-chapter legal review of the Code (including all existing state law references) to identify obsolete provisions, eliminate internal conflicts and inconsistencies, ensure accuracy of existing internal state law references and ensure conformity with State Law. We will provide a Legal Memorandum outlining the findings of our analysis and schedule a conference (if elected) to discuss our recommendations to resolve any issues of concern. Resulting amendments to the Code can be integrated via individual ordinances during the supplement process, or Municode can implement the changes for an additional cost.

Should you choose not to conduct a full Legal Review of the Code at this time, please review **Option 2**. We have included pricing for State Law Reference Editorial Review and Footnote Updating services. Under this option, Municode would review internal State Law References and update State Law footnotes only; we would not review the Code for inconsistencies or conflicts with State Law. State Law Reference hyperlinking services are also available with or without the State Law Reference Review. If only State Law Reference hyperlinking is desired, we will link them as they are currently cited, without reviewing the references for accuracy.

Please contact Legal Account Manager Sylvana Satterfield (sylvana@municode.com, 850-692-7039) if you have any questions regarding this proposal. Thank you for your continued confidence in Municode!

Sincerely,



Steffanie W. Rasmussen
Vice President of Client Services
Phone: 800-262-2633 ext. 1148
steff@municode.com

LEGAL REVIEW QUOTATION SHEET

★
Approved

Option 1: Legal Review Services with Optional State Law Reference Hyperlinking

Legal Review of the Code of Ordinances

\$2,700¹

NOTE: Legal Review services include review of state law references within the Code to ensure compliance with current state law. Legal Review services do not include the hyperlinking of state law references in the online Code version or updating the code with any recommended changes

Optional Legal Review Services

- | | |
|--|--------------------|
| <input type="checkbox"/> Teleconference or web-based conference with a Municode attorney, per hour | \$150 |
| <input type="checkbox"/> State Law Reference Hyperlinking, per hour (estimated at 10 hours) | \$75 |
| <input type="checkbox"/> Ongoing State Law Reference Hyperlinking Review, annually | \$300 ² |

Payment for Legal Review Services

- | | |
|-------------------------------------|---------|
| • Upon Execution of Agreement | \$1,350 |
| • Upon Delivery of Legal Memorandum | \$1,350 |

Option 2: State Law Reference Review and/or Hyperlinking

State Law Reference Review and Implementation

NOTE: Do not elect State Law Reference Editorial Review if you have already chosen to conduct a full Legal Review of the Code (Option 1). Editorial review of state law references is already included in full Legal Review services.

- | | |
|---|----------------------|
| <input type="checkbox"/> State Law Reference editorial review and footnote updating. Implementation of <u>internal</u> citations revisions will require an ordinance. | \$1,200 ³ |
|---|----------------------|

State Law Reference Hyperlinking Options

- | | |
|--|--------------------|
| <input type="checkbox"/> State Law Reference Hyperlinking only, per hour (estimated at 10 hours) | \$75 ⁴ |
| <input type="checkbox"/> Ongoing State Law Reference Hyperlinking Review, annually | \$300 ⁵ |

This proposal shall be valid for a period of ninety (90) days unless otherwise agreed upon between Municode and the City of Hines, Oregon. Please indicate your selection(s) for full Legal Review and/or State Law Reference Review and Hyperlinking above.

Authorized by City of Hines, Oregon

Signature: _____ Title: _____

Printed Name: _____ Date: _____

¹ Legislation added to the project must be approved and received prior to the established cutoff date. Proofs not returned within 45 days may be subject to a proof update fee, if applicable.

² Ongoing annual hyperlinking review includes a review to ensure the link is still active and working. Hyperlinking review does not include review of the references material to ensure conformity with current state law.

³ Municode will provide a listing of any internal references that need to be updated so an ordinance can be adopted. The ordinance will be included in your next scheduled supplement. To be invoiced upon completion of services.

⁴ Hyperlinking is an editorial service and does not include legal review by an attorney. No substantive changes will be made to the language of the Code. To be invoiced upon completion of services.

⁵ Subscribing to the annual ongoing service requires that the initial State Law Reference Hyperlinking has already occurred.

SCOPE OF SERVICES — LEGAL REVIEW, STATE LAW REFERENCES & HYPERLINKING

Legal Review Services (Option 1)

During the Legal Review process, the attorney assigned to your project will examine every title, chapter, section and line of the Code to ensure that it is free from conflicts and inconsistencies and conforms to the laws of the State of Arizona. Your Municode attorney will be available to consult with you and your staff at any time during the Legal Review process, which is outlined below.

Attorney Analysis and Review of Material. Our legal team will review the most current Code version to ensure conformity with state statutes and to identify any areas of possible legal concern. The review will also determine if there are any inconsistencies or conflicts within the legislation itself. Ordinances enacted, or added, subsequent to the established cut-off date for the Legal Review, or items not contemplated within the scope of service, may be included later at an agreed upon page rate.

References. We will notate any State Law References within the Code that need to be updated.

Legal Memorandum. We will provide you with a user-friendly Legal Memorandum containing all of our analyses and recommendations. This memorandum will reflect our attorney's Legal Review and will provide you with recommended options intended to remove conflicts and inconsistencies; conform to State Law, when appropriate; and ensure compliance with your charter. This approach facilitates collaboration and dissemination among departments, thus making the process as easy for you as possible. Our goal is to make the Legal Review process simple and smooth for you.

Conference. Within 30 days of your receipt of the Legal Memorandum, we will conduct a conference, either in person or via telephone or webinar, to review the Legal Memorandum and our recommendations. All interested personnel may be included, but your attorney and clerk are essential. Issues discovered during the legal analysis will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes. Your attorney has the final decision-making authority for resolution of issues brought up at the conference or noted in the Legal Memorandum.

Implementation. Corrections to the Code can be integrated via individual ordinances with Municode issuing a supplement to the existing Code; however, if changes are extensive, republishing the entire Code may be more cost effective. An estimate for implementing the changes can be provided once the Legal Review is completed and the extent of changes is known. However, if the issues are too numerous or complex, a full recodification may be recommended. Should recodification be recommended, the expense incurred in the Legal Review may be credited toward its cost.

State Law Reference Review and Hyperlinking Services (Option 2)

Including State Law Reference (SLR) and/or hyperlinking to state statutes referenced within your Code of Ordinances are important tools that add clarity and transparency to your Code for both internal and external viewers. State laws are revised frequently and as a consequence the State Law References within your Code can become outdated or inaccurate with the passage of time. Hyperlinking state law references in both footnotes and Code content to the actual statute on the state website is an additional valuable and efficient Code feature used by many of our government clients. **Please note that if choosing *State Law Reference Hyperlinking* only, we will not review the references for accuracy, we will only link them as they are currently cited.**

Municode's **State Law Reference Review** service is designed to ensure the accuracy of every existing SLR reference within your Code. The process includes reviewing each reference to ensure that the correct statute number is quoted and is still applicable to the Code language it references. All **footnote** revisions will be incorporated into the printed and online Code, however any internal references within the code text will require an ordinance to be revised. Municode will provide a report of those instances for your review to adopt via ordinance. Once the adopted ordinance is received Municode will update the internal reference with your next scheduled supplement at the current supplement rate.

We also offer **State Law Reference Hyperlinking**, a service designed for the online HTML version of the Code. This process includes a review of the entire Code to identifying all state law references within the Code (footnotes and internal citations) and hyperlink the reference or footnote to the statute it pertains to on the state website. We also offer State Law Reference Hyperlinking on an ongoing basis. The annual cost for this service includes hyperlinking all state law references in newly enacted legislation to the applicable state statute. The ongoing service also includes an annual review of all existing state law reference hyperlinks throughout the Code to ensure the links are not broken.