

**Lowell City Council
Regular Meeting
Tuesday, July 18 2023 at 7:00 pm**

**Lowell Rural Fire Protection District Fire Station 1
389 N. Pioneer Street, Lowell, OR 97452**

Members of the public are encouraged to provide comment or testimony through the following:

- Joining in person or by phone, tablet, or PC. For details, click on the event at www.ci.lowell.or.us.
 - In writing, by using the drop box at Lowell City Hall, 107 East Third Street, Lowell, OR 97452.
 - By email to: admin@ci.lowell.or.us.
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Regular Meeting Agenda

Call to Order/Roll Call/Pledge of Allegiance

Councilors: Mayor Bennett ___ Harris ___ Stratis ___ Weathers ___ Murray ___

Approval of Agenda

Consent Agenda

Council members may request an item be removed from the Consent Agenda to be discussed as the first business item of the meeting.

1. June 2023 check register

Public Comments

Speakers will be limited to three (3) minutes. The Council may ask questions but will not engage in discussion or make decisions based on public comment at this time. The Mayor may direct the City Administrator to follow up on comments received. When called, please state your name and address for the record.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or other accommodations for persons with disabilities must be made at least 48 hours before the meeting to City Clerk Sam Dragt at 541-937-2157.

City Council Meeting Agenda

Direct all comments to the Council through the Mayor. All speakers are expected to be polite, courteous, and respectful when making their comments. Personal attacks, insults, profanity, and inflammatory comments will not be permitted.

Council Comments (three minutes per speaker)

Staff Reports

1. City Administrator
2. Public Works
3. City of Oakridge – police report for June

Public Hearings

1. Resolution 810, “A resolution adopting capital improvement projects and establishing fees for a water treatment and distribution system development charges.”
(Renumbered from Resolution 800)
 - a. The public hearing is now open at ____ (state time)
 - b. Staff report – City Administrator Jeremy Caudle
 - c. Public comments
 - d. The public hearing is now closed at ____ (state time)
2. Resolution 811, “A resolution adopting capital improvement projects and establishing fees for a parks system development charges.”
(Renumbered from Resolution 801)
 - a. The public hearing is now open at ____ (state time)
 - b. Staff report – City Administrator Jeremy Caudle
 - c. Public comments
 - d. The public hearing is now closed at ____ (state time)

Old Business

New Business

1. Motion to approve Resolution 810, “A resolution adopting capital improvement projects and establishing fees for a water treatment and distribution system development charges.” – Discussion/ Possible action
2. Motion to approve Resolution 811, “A resolution adopting capital improvement projects and establishing fees for a parks system development charges.” – Discussion/ Possible action

City Council Meeting Agenda

3. Motion to authorize the City Administrator to issue a “Request for proposals for professional auditing services.” – Discussion/ Possible action
4. Motion to approve invoice #PO-LOW-I2023-00 with City/County Insurance Services in the amount of \$38,715.40 for property and liability insurance renewals and to authorize the City Administrator to sign. – Discussion/ Possible action
5. Motion to approve Resolution 812, “A resolution to correct Resolution 807 regarding the employee pay scale for the fiscal year beginning July 1, 2023.”
6. Discussion on goal-setting session with City Council. – Discussion

Mayor Comments

Community Comments: Limited to two (2) minutes if prior to 9:30 P.M.

Adjourn the Regular Meeting

Report Criteria:

Report type: GL detail
 Check.Type = {<>} "Adjustment"
 Bank.Name = "General"

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
17552								
17552	Bridgeway Contracting, LL	PAY APP 6 2	1	City Hall Remodel Allocation 4.02	110-450-8225	.00	5,202.54	5,202.54
17552	Bridgeway Contracting, LL	PAY APP 6 2	2	City Hall REmodel Allocation 10.0	110-410-8225	.00	53.90	53.90
17552	Bridgeway Contracting, LL	PAY APP 6 2	3	Conference Room Remodel Alloc	110-410-8225	.00	15,507.90	15,507.90
17552	Bridgeway Contracting, LL	PAY APP 6 2	4	Library Remodel Allocation 4.02	110-450-8225	.00	2,728.08	2,728.08
Total 17552:						.00		23,492.42
17553								
17553	Caselle	125389	1	Contract Support and Maintenanc	110-410-6122	.00	219.03	219.03
17553	Caselle	125389	2	Contract Support and Maintenanc	110-420-6122	.00	86.15	86.15
17553	Caselle	125389	3	Contract Support and Maintenanc	110-440-6122	.00	16.87	16.87
17553	Caselle	125389	4	Contract Support and Maintenanc	110-450-6122	.00	46.13	46.13
17553	Caselle	125389	5	Contract Support and Maintenanc	220-490-6122	.00	22.10	22.10
17553	Caselle	125389	6	Contract Support and Maintenanc	230-490-6122	.00	400.37	400.37
17553	Caselle	125389	7	Contract Support and Maintenanc	240-490-6122	.00	400.37	400.37
17553	Caselle	125389	8	Contract Support and Maintenanc	312-490-6122	.00	82.38	82.38
17553	Caselle	125389	9	Contract Support and Maintenanc	314-490-6122	.00	11.60	11.60
Total 17553:						.00		1,285.00
17554								
17554	Civil West Engineering Ser	2101.001B.0	1	2101.001b.001.1.07.5 McDougal-	110-440-6116	.00	170.00	170.00
17554	Civil West Engineering Ser	2101.001B.0	2	2101.001b.1.02.1.02.1 1st St Mai	230-490-6116	.00	255.00	255.00
17554	Civil West Engineering Ser	2101.001B.0	3	2101.021.006 Parks SDC Update	410-490-6714	.00	247.50	247.50
17554	Civil West Engineering Ser	2101.001B.0	4	2101.021.006 Water SDC Update	430-490-6128	.00	247.50	247.50
17554	Civil West Engineering Ser	2101.015.01	1	2101.021.008 Parks SDC Update	410-490-6714	.00	679.75	679.75
17554	Civil West Engineering Ser	2101.015.01	2	2101.021.008 Water SDC Update	430-490-6128	.00	679.75	679.75
17554	Civil West Engineering Ser	2101.015.01	3	2101.015.017 - WW Facilities Pla	440-490-6128	.00	2,935.00	2,935.00
Total 17554:						.00		5,214.50
17555								
17555	Department of Environmen	47813.2	1	Nick wastewater treatment app fee	240-490-6220	.00	.80	.80
Total 17555:						.00		.80
17556								
17556	DEQ Financial Services LB	WQWSC230	1	Wastewater OPCERT Support Fe	240-490-6520	.00	104.00	104.00
Total 17556:						.00		104.00
17557								
17557	Emerald CPA Group LLP	2550	1	FY 2021 Audit Fees	110-410-6110	.00	4,450.00	4,450.00
17557	Emerald CPA Group LLP	2550	2	FY 2021 Audit Fees	220-490-6110	.00	795.00	795.00
17557	Emerald CPA Group LLP	2550	3	FY 2021 Audit Fees	230-490-6110	.00	4,450.00	4,450.00
17557	Emerald CPA Group LLP	2550	4	FY 2021 Audit Fees	240-490-6110	.00	4,450.00	4,450.00
17557	Emerald CPA Group LLP	2550	5	FY 2021 Audit Fees	312-490-6110	.00	855.00	855.00
Total 17557:						.00		15,000.00

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
17558								
17558	LiftOff LLC	23-240 360	1	Office 365	110-410-6122	.00	1,309.20	1,309.20
17558	LiftOff LLC	23-240 360	2	Office 365	110-450-6122	.00	628.42	628.42
17558	LiftOff LLC	23-240 360	3	Office 365	110-440-6122	.00	261.84	261.84
17558	LiftOff LLC	23-240 360	4	Office 365	220-490-6122	.00	261.84	261.84
17558	LiftOff LLC	23-240 360	5	Office 365	230-490-6122	.00	1,204.46	1,204.46
17558	LiftOff LLC	23-240 360	6	Office 365	240-490-6122	.00	1,204.46	1,204.46
17558	LiftOff LLC	23-240 360	7	Office 365	312-490-6122	.00	366.58	366.58
Total 17558:						.00		5,236.80
17559								
17559	Banner Bank	JEREMY 5/2	1	Calendly Avondale Esta - Scheduli	110-410-6220	.00	96.00	96.00
17559	Banner Bank	JEREMY 5/2	2	Realty Net LLC - Listing for N. Hyl	110-410-6290	.00	399.00	399.00
17559	Banner Bank	JEREMY 5/2	3	Zoom - regular meetings	110-410-6122	.00	15.99	15.99
17559	Banner Bank	JEREMY 5/2	4	zoom - BBJ	314-490-6122	.00	15.99	15.99
17559	Banner Bank	JEREMY 5/2	5	Federal Security - Library	110-450-6128	.00	27.97	27.97
17559	Banner Bank	JEREMY 5/2	6	Federal Security - City Hall	110-410-6128	.00	11.98	11.98
17559	Banner Bank	JEREMY 5/2	7	Microsoft - Cloud Storage- May	110-410-6230	.00	7.70	7.70
17559	Banner Bank	JEREMY 5/2	8	Microsoft - Cloud Storage- May	110-420-6234	.00	1.03	1.03
17559	Banner Bank	JEREMY 5/2	9	Microsoft - Cloud Storage- May	110-440-6230	.00	2.57	2.57
17559	Banner Bank	JEREMY 5/2	10	Microsoft - Cloud Storage- May	110-450-6230	.00	1.03	1.03
17559	Banner Bank	JEREMY 5/2	11	Microsoft - Cloud Storage- May	110-460-6234	.00	2.57	2.57
17559	Banner Bank	JEREMY 5/2	12	Microsoft - Cloud Storage- May	110-480-6230	.00	1.54	1.54
17559	Banner Bank	JEREMY 5/2	13	Microsoft - Cloud Storage- May	220-490-6230	.00	3.08	3.08
17559	Banner Bank	JEREMY 5/2	14	Microsoft - Cloud Storage- May	230-490-6230	.00	13.28	13.28
17559	Banner Bank	JEREMY 5/2	15	Microsoft - Cloud Storage- May	240-490-6230	.00	13.28	13.28
17559	Banner Bank	JEREMY 5/2	16	Microsoft - Cloud Storage- May	312-490-6230	.00	5.14	5.14
17559	Banner Bank	JEREMY 5/2	17	Amazon - closed sign for lobby -	110-410-6230	.00	7.99	7.99
17559	Banner Bank	JEREMY 5/2	18	Lane County Deeds and Records	110-440-8225	.00	122.00	122.00
17559	Banner Bank	JEREMY 5/2	19	Lane County Deeds and Records	110-440-8225	.00	3.66	3.66
17559	Banner Bank	JEREMY 5/2	20	Lane County Deeds and Records	110-440-8225	.00	122.00	122.00
17559	Banner Bank	JEREMY 5/2	21	Lane County Deeds and Records	110-440-8225	.00	3.66	3.66
17559	Banner Bank	MAX 5/23	1	Amazon -Meter Shutoffs	230-490-6758	.00	75.99	75.99
17559	Banner Bank	MAX 5/23	2	Shovels and Gloves	240-490-6712	.00	355.19	355.19
17559	Banner Bank	MAX 5/23	3	Oil Filter and chute for Mower	110-420-6324	.00	64.13	64.13
17559	Banner Bank	MAX 5/23	4	Stomping Grounds - Coffee for pa	110-420-6290	.00	50.00	50.00
17559	Banner Bank	PEGGY 5/23	1	Cuban Kitchen - OLA Conference	110-450-6240	.00	21.00	21.00
17559	Banner Bank	PEGGY 5/23	2	Kim Cooper - 2 books	110-450-6780	.00	30.90	30.90
17559	Banner Bank	PEGGY 5/23	3	Melissa Heart - Book	110-450-6780	.00	38.00	38.00
17559	Banner Bank	PEGGY 5/23	4	Carolyn O'Doherty - 3 Books	110-450-6780	.00	20.00	20.00
17559	Banner Bank	PEGGY 5/23	5	Zoey Abbott - 5 Books	110-450-6780	.00	74.96	74.96
17559	Banner Bank	PEGGY 5/23	6	Nora Ericson - 1 Book	110-450-6780	.00	10.00	10.00
17559	Banner Bank	PEGGY 5/23	7	Waypoint Hotel - OLA Conference	110-450-6240	.00	646.24	646.24
17559	Banner Bank	PEGGY 5/23	8	Target - 2 books	110-450-6780	.00	32.28	32.28
17559	Banner Bank	PEGGY 5/23	9	Paypal - Book	110-450-6780	.00	34.24	34.24
17559	Banner Bank	PEGGY 5/23	10	Office Depot - File folders , Dots,	110-450-6230	.00	79.75	79.75
17559	Banner Bank	PEGGY 5/23	11	Amazon - Labels	110-450-6230	.00	26.52	26.52
17559	Banner Bank	PEGGY 5/23	12	Walmart - cook book and puzzles	110-450-6530	.00	19.11	19.11
17559	Banner Bank	PEGGY 5/23	13	GigDelightful Family	110-450-6530	.00	302.00	302.00
17559	Banner Bank	SAM 5/23	1	Staples - postits, file folders, bill p	110-410-6230	.00	36.62	36.62
17559	Banner Bank	SAM 5/23	2	Staples - postits, file folders, bill p	110-420-6234	.00	4.88	4.88
17559	Banner Bank	SAM 5/23	3	Staples - postits, file folders, bill p	110-440-6230	.00	12.21	12.21
17559	Banner Bank	SAM 5/23	4	Staples - postits, file folders, bill p	110-450-6230	.00	4.88	4.88
17559	Banner Bank	SAM 5/23	5	Staples - postits, file folders, bill p	110-460-6234	.00	12.21	12.21
17559	Banner Bank	SAM 5/23	6	Staples - postits, file folders, bill p	110-480-6230	.00	7.33	7.33

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
17559	Banner Bank	SAM 5/23	7	Staples - postits, file folders, bill p	220-490-6230	.00	14.65	14.65
17559	Banner Bank	SAM 5/23	8	Staples - postits, file folders, bill p	230-490-6230	.00	63.48	63.48
17559	Banner Bank	SAM 5/23	9	Staples - postits, file folders, bill p	240-490-6230	.00	63.48	63.48
17559	Banner Bank	SAM 5/23	10	Staples - postits, file folders, bill p	312-490-6230	.00	24.42	24.42
17559	Banner Bank	SAM 5/23	11	USPS - NDA - Loan Payments	110-410-6226	.00	28.75	28.75
Total 17559:						.00		3,030.68
17560								
17560	Century Link	TOWER LIN	1	line for water tower	230-490-6440	.00	79.50	79.50
Total 17560:						.00		79.50
17561								
17561	City of Oakridge	JUNE/2023/0	1	Police Service	110-430-6118	.00	2,673.99	2,673.99
Total 17561:						.00		2,673.99
17562								
17562	Douglas Fast Net	DFN 0623	1	Processing fee	110-410-6435	.00	3.00	3.00
17562	Douglas Fast Net	DFN 0623	2	Internet Service	110-410-6435	.00	5.00	5.00
Total 17562:						.00		8.00
17563								
17563	Ferguson	1204497	1	Meter Boxes and Stiffeners	230-490-6758	.00	782.66	782.66
Total 17563:						.00		782.66
17564								
17564	Grainger	9712843540,	1	Speed Bumps and Mounting kits	312-490-6334	.00	3,654.12	3,654.12
Total 17564:						.00		3,654.12
17565								
17565	Lane Council of Governme	88164	1	Project management	110-440-6522	.00	349.90	349.90
17565	Lane Council of Governme	88164	2	Ledbetter Development	110-440-6522	.00	329.32	329.32
17565	Lane Council of Governme	88164	3	LU 2022 06 Dollar General Site R	110-440-6522	.00	205.82	205.82
17565	Lane Council of Governme	88164	4	LU 2019 04 Sunset Hills	110-440-6522	.00	61.74	61.74
17565	Lane Council of Governme	88164	5	LU 2202 01 Dollar General Zone	110-440-6522	.00	2,696.30	2,696.30
17565	Lane Council of Governme	88164	6	Code Update	110-440-6522	.00	3,934.96	3,934.96
17565	Lane Council of Governme	88164	7	LU 2022 05 LSD Gym Expansion	110-440-6522	.00	123.49	123.49
17565	Lane Council of Governme	88164	8	Code update Notice and Printing	110-440-6522	.00	416.64	416.64
17565	Lane Council of Governme	88205	1	IT for City Hall allocation	110-410-6122	.00	674.55	674.55
17565	Lane Council of Governme	88205	2	IT for Library allocation	110-450-6122	.00	674.54	674.54
Total 17565:						.00		9,467.26
17566								
17566	Lane County Waste Mgmt.	PWA0001158	1	Sweeping City Streets	312-490-6128	.00	1,777.76	1,777.76
Total 17566:						.00		1,777.76
17567								
17567	Lowell Mini Storage	JUNE 2023	1	Storage Rental Unit #L029	314-490-6705	.00	80.00	80.00

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 17567:						.00		80.00
17568								
17568	National Business Solution	IN117206	1	Copy charges - B/W 1325	110-410-6234	.00	5.57	5.57
17568	National Business Solution	IN117206	2	Copy Charges - Color 300	110-410-6234	.00	12.60	12.60
17568	National Business Solution	IN117206	3	Service Base JD	110-410-6124	.00	19.00	19.00
Total 17568:						.00		37.17
17569								
17569	Nichols, Layli	117	1	Audit Services	110-410-6110	.00	2,010.00	2,010.00
17569	Nichols, Layli	117	2	Audit Services	312-490-6110	.00	335.00	335.00
17569	Nichols, Layli	117	3	Audit Services	230-490-6110	.00	2,010.00	2,010.00
17569	Nichols, Layli	117	4	Audit Services	240-490-6110	.00	2,010.00	2,010.00
17569	Nichols, Layli	117	5	Audit Services	220-490-6110	.00	335.00	335.00
Total 17569:						.00		6,700.00
17570								
17570	Nichols, Layli	MAY 2023	1	Consulting Services	110-410-6114	.00	728.00	728.00
17570	Nichols, Layli	MAY 2023	2	Consulting Services	312-490-6114	.00	455.00	455.00
17570	Nichols, Layli	MAY 2023	3	Consulting Services	230-490-6114	.00	455.00	455.00
17570	Nichols, Layli	MAY 2023	4	Consulting Services	240-490-6114	.00	182.00	182.00
Total 17570:						.00		1,820.00
17571								
17571	Northwest Code Profession	4573	1	Building Permit Cost - May 2023	220-490-6150	.00	17,206.80	17,206.80
17571	Northwest Code Profession	4573	2	Electrical Permit Cost May 2023	220-490-6152	.00	2,772.00	2,772.00
Total 17571:						.00		19,978.80
17572								
17572	One Call Concepts	3050416	1	Fee for Locates	230-490-6712	.00	14.70	14.70
17572	One Call Concepts	3050416	2	Fee for Locates	240-490-6712	.00	14.70	14.70
Total 17572:						.00		29.40
17573								
17573	Oregon Dept.of Revenue	MAY CFA	1	Criminal Fine Account - 928	110-480-6560	.00	250.00	250.00
Total 17573:						.00		250.00
17574								
17574	Pacific Office Automation In	5025530582	1	Postage Machine	110-410-6128	.00	44.19	44.19
17574	Pacific Office Automation In	5025530582	2	Postage Machine	230-490-6128	.00	88.37	88.37
17574	Pacific Office Automation In	5025530582	3	Postage Machine	240-490-6128	.00	88.37	88.37
Total 17574:						.00		220.93
17575								
17575	Renewable Resource Grou	4158098,158	1	Invoice 158098 BOD TSS	240-490-6755	.00	216.00	216.00
17575	Renewable Resource Grou	4158098,158	2	Invoice 158179 E-Coli	240-490-6755	.00	68.40	68.40
17575	Renewable Resource Grou	4158098,158	3	Invoice 158261 BOD TSS	240-490-6755	.00	216.00	216.00
17575	Renewable Resource Grou	4158098,158	4	Invoice 158275 E-Coli	240-490-6755	.00	68.40	68.40

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 17575:						.00		568.80
17576								
17576	Segarra Law, LLC	MAY 2023 C	1	Municipal Court Judge	110-480-6120	.00	200.00	200.00
Total 17576:						.00		200.00
17577								
17577	The Automation Group Inc	W12681	1	VFD fan for Water Plant	230-490-6324	.00	834.69	834.69
Total 17577:						.00		834.69
17578								
17578	Verizon Wireless	993553950	1	Cell Phone, tablet	110-410-6440	.00	91.59	91.59
17578	Verizon Wireless	993553950	2	Cell Phone, tablet	230-490-6440	.00	109.99	109.99
17578	Verizon Wireless	993553950	3	Cell Phone	240-490-6440	.00	69.18	69.18
Total 17578:						.00		270.76
17579								
17579	Bridge Town Market	MAY 2023	1	Fuel for Mower and 2017 Ram	110-420-6710	.00	448.36	448.36
Total 17579:						.00		448.36
17580								
17580	Brodart Co	B6606871	1	Books - 15	110-450-6780	.00	192.19	192.19
17580	Brodart Co	B6606871	2	BrodartGuard	110-450-6780	.00	20.70	20.70
17580	Brodart Co	B6606871	3	Cataloging and Processing	110-450-6780	.00	21.45	21.45
17580	Brodart Co	B6606871	4	Freight	110-450-6780	.00	3.84	3.84
Total 17580:						.00		238.18
17581								
17581	City of Lowell	MAY 2023 W/	1	Water Service	110-410-6420	.00	105.19	105.19
17581	City of Lowell	MAY 2023 W/	2	Water Service	110-420-6420	.00	283.41	283.41
17581	City of Lowell	MAY 2023 W/	3	Water Service	110-450-6420	.00	7.05	7.05
17581	City of Lowell	MAY 2023 W/	4	Water Service	220-490-6420	.00	2.82	2.82
17581	City of Lowell	MAY 2023 W/	5	Water Service	230-490-6420	.00	38.10	38.10
17581	City of Lowell	MAY 2023 W/	6	Water Service	240-490-6420	.00	2,225.68	2,225.68
17581	City of Lowell	MAY 2023 W/	7	Sewer Service	110-410-6425	.00	245.06	245.06
17581	City of Lowell	MAY 2023 W/	8	Sewer Service	110-420-6425	.00	134.28	134.28
17581	City of Lowell	MAY 2023 W/	9	Sewer Service	110-450-6425	.00	16.79	16.79
17581	City of Lowell	MAY 2023 W/	10	Sewer Service	220-490-6425	.00	6.71	6.71
17581	City of Lowell	MAY 2023 W/	11	Sewer Service	230-490-6425	.00	67.14	67.14
17581	City of Lowell	MAY 2023 W/	12	Sewer Service	240-490-6425	.00	604.26	604.26
Total 17581:						.00		3,736.49
17582								
17582	Lane Council of Governme	88208	1	Technology Project City Hall alloc	110-410-6122	.00	345.78	345.78
17582	Lane Council of Governme	88208	2	Technology Project Library Allocat	110-450-6122	.00	1,613.76	1,613.76
Total 17582:						.00		1,959.54

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
17583								
17583	Lane Electric Cooperative	MAY 2023	1	Electricity	110-410-6430	.00	174.70	174.70
17583	Lane Electric Cooperative	MAY 2023	2	Electricity	110-420-6430	.00	157.82	157.82
17583	Lane Electric Cooperative	MAY 2023	3	Electricity	110-450-6430	.00	171.39	171.39
17583	Lane Electric Cooperative	MAY 2023	4	Electricity	110-470-6326	.00	62.38	62.38
17583	Lane Electric Cooperative	MAY 2023	5	Electricity	220-490-6430	.00	12.50	12.50
17583	Lane Electric Cooperative	MAY 2023	6	Electricity	230-490-6430	.00	1,056.46	1,056.46
17583	Lane Electric Cooperative	MAY 2023	7	Electricity	240-490-6430	.00	2,098.59	2,098.59
17583	Lane Electric Cooperative	MAY 2023	8	Electricity	312-490-6430	.00	1,020.10	1,020.10
Total 17583:						.00		4,753.94
17584								
17584	Lane Forest Products	S627655,S62	1	Bark and soil for parks cleanup	110-420-6234	.00	578.00	578.00
17584	Lane Forest Products	S627655,S62	2	Soil for water repair on w 2nd	230-490-6330	.00	92.00	92.00
Total 17584:						.00		670.00
17585								
17585	Lowell School District	MAY 2023 F	1	Fuel for Quad Cab	240-490-6710	.00	203.84	203.84
17585	Lowell School District	MAY 2023 F	2	Fuel for tractor	110-420-6710	.00	30.13	30.13
Total 17585:						.00		233.97
17586								
17586	Mid-State Industrial Inc	0203071	1	Street Sweep - Main & Lakeview	312-490-6330	.00	261.30	261.30
Total 17586:						.00		261.30
17587								
17587	O'Kane, Peggy	PO 2/23-4/23	1	Milage - Bend OR - 275 miles @ .	110-450-6240	.00	180.13	180.13
17587	O'Kane, Peggy	PO 2/23-4/23	2	Milage - Office Max - 44 Miles @.	110-450-6240	.00	28.82	28.82
17587	O'Kane, Peggy	PO 2/23-4/23	3	Black Bear Diner - Conference Di	110-450-6240	.00	17.78	17.78
17587	O'Kane, Peggy	PO 2/23-4/23	4	Office Max - Book Ends	110-450-8375	.00	176.35	176.35
Total 17587:						.00		403.08
17588								
17588	Peterson	SW29008520	1	Annual inspection and Load Test	230-490-6324	.00	1,415.00	1,415.00
17588	Peterson	SW29008520	2	Annual Inspection and Load Test	240-490-6324	.00	780.00	780.00
Total 17588:						.00		2,195.00
17589								
17589	Renewable Resource Grou	158397,1584	1	Invoice 158397 BOD TSS	240-490-6755	.00	216.00	216.00
17589	Renewable Resource Grou	158397,1584	2	Invoice 158464 E-Coli	240-490-6755	.00	68.40	68.40
17589	Renewable Resource Grou	158397,1584	3	Invoice 158578 BOD TSS	240-490-6755	.00	216.00	216.00
17589	Renewable Resource Grou	158397,1584	4	Invoice 158449 Bac-T	230-490-6755	.00	50.40	50.40
Total 17589:						.00		550.80
17590								
17590	SaniPac	4554989S01	1	Refuse Services	230-490-6445	.00	48.18	48.18
17590	SaniPac	4554989S01	2	Refuse Services	240-490-6445	.00	48.18	48.18

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 17590:						.00		96.36
17591								
17591	TPJUW, PC	TPJUW 5306	1	Legal Services - re Charter Comm	110-440-6128	.00	103.50	103.50
17591	TPJUW, PC	TPJUW 5359	1	Legal Services Re: Crestview Est	110-440-6128	.00	3,527.00	3,527.00
Total 17591:						.00		3,630.50
17592								
17592	Webfoot Screenprinting	3916	1	BBJ Volunteer shirts 50 count	314-490-6290	.00	780.50	780.50
Total 17592:						.00		780.50
17593								
17593	Wells Fargo Financial Leas	5025427925	1	Monthly lease	110-410-6124	.00	95.96	95.96
Total 17593:						.00		95.96
17594								
17594	Alpine Heating & Air Condit	60706832	1	Library heat pump service & parts	110-450-6320	.00	964.00	964.00
Total 17594:						.00		964.00
17595								
17595	Brodart Co	332934	1	5 - D Digital Lam Single Brocode	110-450-8375	.00	225.35	225.35
17595	Brodart Co	332934	2	freight	110-450-8375	.00	15.72	15.72
Total 17595:						.00		241.07
17596								
17596	Century Link	JUNE 2023	1	Phone and Auto Dialer for Water	230-490-6440	.00	137.88	137.88
17596	Century Link	JUNE 2023	2	Auto Dialer for Lift Station	240-490-6440	.00	50.79	50.79
17596	Century Link	JUNE 2023	3	Internet Service	230-490-6435	.00	76.38	76.38
Total 17596:						.00		265.05
17597								
17597	Charter Communications	0003329060	1	Internet	240-490-6435	.00	137.98	137.98
Total 17597:						.00		137.98
17598								
17598	City of Lowell	MAY 2023 F	1	Water Franchise fees	230-490-6760	.00	1,346.94	1,346.94
17598	City of Lowell	MAY 2023 F	2	Sewer Franchise Fees	240-490-6760	.00	1,828.02	1,828.02
Total 17598:						.00		3,174.96
17599								
17599	Peterson	SW29008522	1	Geerator Annual Maintenance W	240-490-6324	.00	1,035.00	1,035.00
Total 17599:						.00		1,035.00
17600								
17600	Sanders, Tim	103, 104, 10	1	Monthly DRC Fee For Collectiond	240-490-6128	.00	300.00	300.00
17600	Sanders, Tim	103, 104, 10	2	Monthly DRC Fee For Collections	240-490-6128	.00	300.00	300.00

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
17600	Sanders, Tim	103, 104, 10	3	Monthly DRC Fee For Collections	240-490-6128	.00	300.00	300.00
Total 17600:						.00		900.00
17601								
17601	Banner Bank	JEREMY 6/2	1	Zoom - regular meetings	110-410-6122	.00	15.99	15.99
17601	Banner Bank	JEREMY 6/2	2	Zoom - BBJ	314-490-6122	.00	15.99	15.99
17601	Banner Bank	JEREMY 6/2	3	OR SOS - Audit filing	110-410-6110	.00	100.00	100.00
17601	Banner Bank	JEREMY 6/2	4	OR SOS - Audit filing	230-490-6110	.00	62.50	62.50
17601	Banner Bank	JEREMY 6/2	5	OR SOS - Audit filing	240-490-6110	.00	62.50	62.50
17601	Banner Bank	JEREMY 6/2	6	OR SOS - Audit filing	312-490-6110	.00	12.50	12.50
17601	Banner Bank	JEREMY 6/2	7	OR SOS - Audit filing	220-490-6110	.00	12.50	12.50
17601	Banner Bank	JEREMY 6/2	8	federal Security	110-450-6128	.00	55.96	55.96
17601	Banner Bank	JEREMY 6/2	9	federal Security	110-410-6128	.00	23.99	23.99
17601	Banner Bank	JEREMY 6/2	10	federal Security - remote video se	110-450-6128	.00	123.20	123.20
17601	Banner Bank	JEREMY 6/2	11	federal Security - remote video se	110-410-6128	.00	52.80	52.80
17601	Banner Bank	JEREMY 6/2	12	dueling spoons - Employee Lunch	110-410-6290	.00	106.00	106.00
17601	Banner Bank	JEREMY 6/2	13	Microsoft Cloud Storage June	110-410-6230	.00	8.01	8.01
17601	Banner Bank	JEREMY 6/2	14	Microsoft Cloud Storage June	110-420-6234	.00	1.07	1.07
17601	Banner Bank	JEREMY 6/2	15	Microsoft Cloud Storage June	110-440-6230	.00	2.67	2.67
17601	Banner Bank	JEREMY 6/2	16	Microsoft Cloud Storage June	110-450-6230	.00	1.07	1.07
17601	Banner Bank	JEREMY 6/2	17	Microsoft Cloud Storage June	110-460-6234	.00	2.67	2.67
17601	Banner Bank	JEREMY 6/2	18	Microsoft Cloud Storage June	110-480-6230	.00	1.60	1.60
17601	Banner Bank	JEREMY 6/2	19	Microsoft Cloud Storage June	220-490-6230	.00	3.20	3.20
17601	Banner Bank	JEREMY 6/2	20	Microsoft Cloud Storage June	230-490-6230	.00	13.88	13.88
17601	Banner Bank	JEREMY 6/2	21	Microsoft Cloud Storage June	240-490-6230	.00	13.88	13.88
17601	Banner Bank	JEREMY 6/2	22	Microsoft Cloud Storage June	312-490-6230	.00	5.34	5.34
17601	Banner Bank	JEREMY 6/2	23	Usps - Certified- Charter/C2 re 1s	110-410-6226	.00	24.52	24.52
17601	Banner Bank	JEREMY 6/2	24	USPS - Certified - Charter/C2 1st	110-410-6226	.00	6.13	6.13
17601	Banner Bank	MAX 6/2023	1	Inventory Street Signs	312-490-6724	.00	150.91	150.91
17601	Banner Bank	MAX 6/2023	2	Work Boots for Crew	230-490-6712	.00	175.52	175.52
17601	Banner Bank	MAX 6/2023	3	Work Boots for Crew	240-490-6712	.00	175.53	175.53
17601	Banner Bank	PEGGY 6/23	1	Goodwill Oak Grove - Summer re	110-450-6530	.00	13.87	13.87
17601	Banner Bank	PEGGY 6/23	2	Barnes & Noble 18 books	110-450-6780	.00	201.68	201.68
17601	Banner Bank	PEGGY 6/23	3	walmart - supplies	110-450-6234	.00	31.85	31.85
17601	Banner Bank	PEGGY 6/23	4	Time Travelers - 2 books	110-450-6780	.00	16.00	16.00
17601	Banner Bank	PEGGY 6/23	5	Goodwill 13 books	110-450-6780	.00	59.07	59.07
17601	Banner Bank	PEGGY 6/23	6	iRead - Summer Reading	110-450-6530	.00	85.90	85.90
17601	Banner Bank	SAM 6/23	1	BBJ Jam Labels	314-490-6814	.00	88.20	88.20
17601	Banner Bank	SAM 6/23	2	Staples- Envelopes	110-410-6230	.00	12.00	12.00
17601	Banner Bank	SAM 6/23	3	Staples- Envelopes	110-420-6234	.00	1.60	1.60
17601	Banner Bank	SAM 6/23	4	Staples- Envelopes	110-440-6230	.00	4.00	4.00
17601	Banner Bank	SAM 6/23	5	Staples- Envelopes	110-450-6234	.00	1.60	1.60
17601	Banner Bank	SAM 6/23	6	Staples- Envelopes	110-460-6234	.00	4.00	4.00
17601	Banner Bank	SAM 6/23	7	Staples- Envelopes	110-480-6230	.00	2.40	2.40
17601	Banner Bank	SAM 6/23	8	Staples- Envelopes	220-490-6230	.00	4.80	4.80
17601	Banner Bank	SAM 6/23	9	Staples- Envelopes	230-490-6230	.00	20.79	20.79
17601	Banner Bank	SAM 6/23	10	Staples- Envelopes	240-490-6230	.00	20.79	20.79
17601	Banner Bank	SAM 6/23	11	Staples- Envelopes	312-490-6230	.00	8.00	8.00
17601	Banner Bank	SAM 6/23	12	FSP OAMR annual Conference	110-410-6240	.00	350.00	350.00
17601	Banner Bank	SAM 6/23	13	Cheker - E Harris	110-420-6290	.00	26.33	26.33
17601	Banner Bank	SAM 6/23	14	cheker- E Harris	110-450-6290	.00	5.27	5.27
17601	Banner Bank	SAM 6/23	15	cheker- E Harris	230-490-6290	.00	5.27	5.27
17601	Banner Bank	SAM 6/23	16	cheker- E Harris	230-490-6290	.00	5.26	5.26
17601	Banner Bank	SAM 6/23	17	cheker- E Harris	312-490-6290	.00	10.53	10.53
17601	Banner Bank	SAM 6/23	18	Finance Charge	110-410-6238	.00	5.21	5.21

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 17601:						.00		2,214.35
17602								
17602	Bridge Town Market	JUNE 23	1	Fuel for Mower and 2017 Ram	110-420-6710	.00	105.30	105.30
Total 17602:						.00		105.30
17603								
17603	Cascade Columbia	870238, 869	1	Tote of Pass C	230-490-6750	.00	2,052.89	2,052.89
Total 17603:						.00		2,052.89
17604								
17604	Century Link	JUNE 2023	4	Phone and Auto Dialer for Water	230-490-6440	.00	144.01	144.01
17604	Century Link	JUNE 2023	5	Auto Dialer for Lift Station	240-490-6440	.00	51.93	51.93
17604	Century Link	JUNE 2023	6	Internet Service	230-490-6435	.00	75.00	75.00
17604	Century Link	JUNE-23	1	line for water tower	230-490-6440	.00	81.25	81.25
Total 17604:						.00		352.19
17605								
17605	Lowell School District	CET Q4 22-2	1	CET Tax	110-2515	.00	4,585.25	4,585.25
Total 17605:						.00		4,585.25
17606								
17606	Lowell School District	FUEL JUNE	1	Fuel for Quad Cab	240-490-6710	.00	79.43	79.43
Total 17606:						.00		79.43
17607								
17607	Mid-State Industrial Inc	0206181	1	Excavation for Leak on Lakeview	230-490-6330	.00	1,245.00	1,245.00
Total 17607:						.00		1,245.00
17608								
17608	One Call Concepts	3060417	1	Fee for Locates	230-490-6712	.00	11.90	11.90
17608	One Call Concepts	3060417	2	Fee for Locates	240-490-6712	.00	11.90	11.90
Total 17608:						.00		23.80
17609								
17609	Peterson	SW29008561	1	Generator Maintenance WTP	230-490-6324	.00	686.51	686.51
Total 17609:						.00		686.51
17610								
17610	Renewable Resource Grou	158643,1587	1	Invoice 158643 E-Coli	240-490-6755	.00	68.40	68.40
17610	Renewable Resource Grou	158643,1587	2	Invoice 158730 BOD, TSS	240-490-6755	.00	216.00	216.00
17610	Renewable Resource Grou	158643,1587	3	Invoice 158844 E-Coli	240-490-6755	.00	68.40	68.40
17610	Renewable Resource Grou	158643,1587	4	Invoice 158968 BOD TSS	240-490-6755	.00	216.00	216.00
17610	Renewable Resource Grou	158643,1587	5	Invoice 158824 Bac-T	230-490-6755	.00	50.40	50.40
17610	Renewable Resource Grou	158643,1587	6	Invoice 158932 TOC, Alkalinity	230-490-6755	.00	200.70	200.70
17610	Renewable Resource Grou	159049,1591	1	Invoice 159049 E-Coli	240-490-6755	.00	68.40	68.40
17610	Renewable Resource Grou	159049,1591	2	Invoice 159183 BOD TSS	240-490-6755	.00	216.00	216.00

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 17610:						.00		1,104.30
17611								
17611	Sanders, Tim	106	1	Monthly DRC Fee for Collections	240-490-6128	.00	300.00	300.00
Total 17611:						.00		300.00
17612								
17612	SaniPac	4582060S01	1	Refuse Services	230-490-6445	.00	48.18	48.18
17612	SaniPac	4582060S01	2	Refuse Services	240-490-6445	.00	48.18	48.18
Total 17612:						.00		96.36
17613								
17613	Verizon Wireless	9937901694	1	Cell Phone, tablet	110-410-6440	.00	91.59	91.59
17613	Verizon Wireless	9937901694	2	Cell Phone, tablet	230-490-6440	.00	109.99	109.99
17613	Verizon Wireless	9937901694	3	Cell Phone	240-490-6440	.00	69.18	69.18
Total 17613:						.00		270.76
Grand Totals:						.00		142,686.22

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
110-2125	.00	64,648.45-	64,648.45-
110-2515	4,585.25	.00	4,585.25
110-410-6110	6,560.00	.00	6,560.00
110-410-6114	728.00	.00	728.00
110-410-6122	2,580.54	.00	2,580.54
110-410-6124	114.96	.00	114.96
110-410-6128	132.96	.00	132.96
110-410-6220	96.00	.00	96.00
110-410-6226	59.40	.00	59.40
110-410-6230	72.32	.00	72.32
110-410-6234	18.17	.00	18.17
110-410-6238	5.21	.00	5.21
110-410-6240	350.00	.00	350.00
110-410-6290	505.00	.00	505.00
110-410-6420	105.19	.00	105.19
110-410-6425	245.06	.00	245.06
110-410-6430	174.70	.00	174.70
110-410-6435	8.00	.00	8.00
110-410-6440	183.18	.00	183.18
110-410-8225	15,561.80	.00	15,561.80
110-420-6122	86.15	.00	86.15
110-420-6234	586.58	.00	586.58
110-420-6290	76.33	.00	76.33
110-420-6324	64.13	.00	64.13
110-420-6420	283.41	.00	283.41
110-420-6425	134.28	.00	134.28
110-420-6430	157.82	.00	157.82

GL Account	Debit	Credit	Proof
110-420-6710	583.79	.00	583.79
110-430-6118	2,673.99	.00	2,673.99
110-440-6116	170.00	.00	170.00
110-440-6122	278.71	.00	278.71
110-440-6128	3,630.50	.00	3,630.50
110-440-6230	21.45	.00	21.45
110-440-6522	8,118.17	.00	8,118.17
110-440-8225	251.32	.00	251.32
110-450-6122	2,962.85	.00	2,962.85
110-450-6128	207.13	.00	207.13
110-450-6230	113.25	.00	113.25
110-450-6234	33.45	.00	33.45
110-450-6240	893.97	.00	893.97
110-450-6290	5.27	.00	5.27
110-450-6320	964.00	.00	964.00
110-450-6420	7.05	.00	7.05
110-450-6425	16.79	.00	16.79
110-450-6430	171.39	.00	171.39
110-450-6530	420.88	.00	420.88
110-450-6780	755.31	.00	755.31
110-450-8225	7,930.62	.00	7,930.62
110-450-8375	417.42	.00	417.42
110-460-6234	21.45	.00	21.45
110-470-6326	62.38	.00	62.38
110-480-6120	200.00	.00	200.00
110-480-6230	12.87	.00	12.87
110-480-6560	250.00	.00	250.00
220-2125	.00	21,453.00-	21,453.00-
220-490-6110	1,142.50	.00	1,142.50
220-490-6122	283.94	.00	283.94
220-490-6150	17,206.80	.00	17,206.80
220-490-6152	2,772.00	.00	2,772.00
220-490-6230	25.73	.00	25.73
220-490-6420	2.82	.00	2.82
220-490-6425	6.71	.00	6.71
220-490-6430	12.50	.00	12.50
230-2125	.00	20,155.02-	20,155.02-
230-490-6110	6,522.50	.00	6,522.50
230-490-6114	455.00	.00	455.00
230-490-6116	255.00	.00	255.00
230-490-6122	1,604.83	.00	1,604.83
230-490-6128	88.37	.00	88.37
230-490-6230	111.43	.00	111.43
230-490-6290	10.53	.00	10.53
230-490-6324	2,936.20	.00	2,936.20
230-490-6330	1,337.00	.00	1,337.00
230-490-6420	38.10	.00	38.10
230-490-6425	67.14	.00	67.14
230-490-6430	1,056.46	.00	1,056.46
230-490-6435	151.38	.00	151.38
230-490-6440	662.62	.00	662.62
230-490-6445	96.36	.00	96.36
230-490-6712	202.12	.00	202.12
230-490-6750	2,052.89	.00	2,052.89
230-490-6755	301.50	.00	301.50
230-490-6758	858.65	.00	858.65
230-490-6760	1,346.94	.00	1,346.94

GL Account	Debit	Credit	Proof
240-2125	.00	21,623.89-	21,623.89-
240-490-6110	6,522.50	.00	6,522.50
240-490-6114	182.00	.00	182.00
240-490-6122	1,604.83	.00	1,604.83
240-490-6128	1,288.37	.00	1,288.37
240-490-6220	.80	.00	.80
240-490-6230	111.43	.00	111.43
240-490-6324	1,815.00	.00	1,815.00
240-490-6420	2,225.68	.00	2,225.68
240-490-6425	604.26	.00	604.26
240-490-6430	2,098.59	.00	2,098.59
240-490-6435	137.98	.00	137.98
240-490-6440	241.08	.00	241.08
240-490-6445	96.36	.00	96.36
240-490-6520	104.00	.00	104.00
240-490-6710	283.27	.00	283.27
240-490-6712	557.32	.00	557.32
240-490-6755	1,922.40	.00	1,922.40
240-490-6760	1,828.02	.00	1,828.02
312-2125	.00	9,024.08-	9,024.08-
312-490-6110	1,202.50	.00	1,202.50
312-490-6114	455.00	.00	455.00
312-490-6122	448.96	.00	448.96
312-490-6128	1,777.76	.00	1,777.76
312-490-6230	42.90	.00	42.90
312-490-6290	10.53	.00	10.53
312-490-6330	261.30	.00	261.30
312-490-6334	3,654.12	.00	3,654.12
312-490-6430	1,020.10	.00	1,020.10
312-490-6724	150.91	.00	150.91
314-2125	.00	992.28-	992.28-
314-490-6122	43.58	.00	43.58
314-490-6290	780.50	.00	780.50
314-490-6705	80.00	.00	80.00
314-490-6814	88.20	.00	88.20
410-2125	.00	927.25-	927.25-
410-490-6714	927.25	.00	927.25
430-2125	.00	927.25-	927.25-
430-490-6128	927.25	.00	927.25
440-2125	.00	2,935.00-	2,935.00-
440-490-6128	2,935.00	.00	2,935.00
Grand Totals:	<u>142,686.22</u>	<u>142,686.22-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail
Check.Type = {<>} "Adjustment"
Bank.Name = "General"



City Administrator's Office
P.O. Box 490 Lowell, OR 97452
Phone: 541-937-2157
Email: admin@ci.lowell.or.us

To: Mayor Bennett and City Council
From: Jeremy Caudle, City Administrator
Date: Monday, July 17, 2023
Re: Administrator's report for July

MEMO

This City Administrator's report covers activities since the June 20, 2023 regular meeting. A summary of major activities is as follows:

1. Business Oregon finalized the disbursement for the full loan amount for the 70 N. Pioneer St. construction project. We received the full \$230,000 balance during the last week of June.
2. I approved a special event permit for a fair event that took place in Rolling Rock Park during the July 4 weekend. The approval process for this event, and the short timeline involved, underscored to me the importance of having a special events policy. CIS has a sample policy that we could adapt to our situation. The policy covers areas such as insurance and indemnification. Having such a policy in place will protect the city in case injuries or damages occur on city property during an event held by third parties.
3. On June 23, Councilors Harris, Weathers, Murray and I met with the directors of the McKenzie Valley Long-Term Recovery Group and Locals Helping Locals. The purpose of the meeting was to discuss how these two groups are working with McKenzie Valley residents on rebuilding.
4. During the last week of June, I met with the new owners of the vacant lot that the city recently sold—the lot on Hyland Lane. The purpose of the meeting was to answer questions from the new owners on what kind of development would be allowed on the property. We also discussed the access requirements through the alley.
5. On June 11, Lowell Rural Fire Protection Chief Lon Dragt and I met with the executive director and public affairs officer with the Lane Regional Air Protection Agency (LRAPA). The purpose of the meeting was for LRAPA to under the changes to the city's open burning ordinance that the city council approved in the fall. LRAPA's regulations cover each of Lane County's municipalities, and each municipality has its own set of regulations under LRAPA. LRAPA's current regulations for Lowell are based on the city's previous open burning ordinance. This means that if a citizen conducted open burning during city allowed times but during times that LRAPA prohibits, they could receive a fine from LRAPA. The LRAPA representatives stated that their board is in

the process of a regulation update. As part of that process, LRAPA staff will include an update to harmonize the city's open burning ordinance with LRAPA regulations. The LRAPA representatives anticipate for that to occur in November, at the earliest.

6. Most of my time since the last meeting was focused on budget tasks, as well as researching and writing the request for proposals for a new auditor. I turned in the required budget certifications for the new 2023-2024 budget to the Oregon Department of Administrative Services, as well as the Lane County Assessor. It took me about a week and a half of research and collaboration with the city attorney to complete the auditor RFP. The contract in the RFP would be a good template for any independent contractor services that we procure in the future.
7. Senate Bill 5506 includes an appropriation of \$306,420 for water treatment plant upgrades for the city. Both houses of the legislature passed the bill, and it now awaits the governor's signature. These upgrades are for the programmable logic controller. Our new integrator of record has stated they are ready to start working once we receive confirmation that we have received the funds.
8. Staff and I are compiling ordinances adopted since supplement 2 with our municipal code. It's like that the cost to codify these ordinances will exceed \$5,000. Once we obtain a quote, we'll bring that to city council for approval.
9. City staff and I will be scheduling a day to conduct code compliance inspections throughout the city. The goal of that will be to spend a day identifying as many violations of the city's ordinances as possible. That includes violations of the city's nuisance, development code, and minimum building appearance standards rules. We will then prioritize the top 5 or so worst violations for enforcement. With our limited staff, we can't address every violation, except for those violations that are an imminent and serious threat to public safety. We are, however, going to try to gain some momentum by focusing on the worst violations.
10. On July 13, the Public Works Director and I met with representatives of Lane County Parks and Recreation. The purpose of the discussion was to discuss the renewal of our intergovernmental agreement (IGA) for maintenance of the covered bridge. The IGA has been expired for several years now. During the meeting, the Parks Department representatives stated that funding from Lane County is limited and that they do not have the capacity to maintain the covered bridge. The continued operation of the covered bridge will require a negotiated cost sharing among the city and county. To start that process, the Lane County Parks Department has requested an inspection of the bridge to assess its condition, maintenance needs, and the costs of ongoing maintenance. When they have that information, we will continue to meet to discuss expectations regarding cost sharing to be factored into a new agreement. The Parks Department representatives did state that they would try to pay for a new gate from their recently approved parks levy. They also discussed Osgood Park in Fall Creek. A

group of volunteers has taken over responsibility to maintain the park. The Parks Department representatives, however, want to ensure an appropriate level of supervision over the volunteers. The Parks Department staff asked if the city can periodically check on the volunteers when they're working on the park. My response was that the city would consider providing limited oversight if the Parks Department can reimburse the city for its time and if staffing is available. The Parks Department seemed open to that, as it would be cheaper for them to pay us than to send their staff to Osgood Park. We agreed to explore this in future conversations.

11. Once we complete the process for selecting a new external auditor (to be discussed later in the meeting), our next most important projects are preparing the Rolling Rock Park and former city hall properties for sale, as well as selecting a utility rate consultant. Neither of these are high on city council's list of "must haves." It's fitting that the city council requested a new goal-setting session, as now is an opportune time to reevaluate the council's goals and priority ranking.



Public Works Department
P.O. Box 490 Lowell, OR 97452
Phone: 541-937-2157
Fax: 541-937-2936
Email: mbaker@ci.lowell.or.us

TO: Mayor Bennett and Council
FROM: Max Baker, Public Works Director
DATE: July 18, 2023
SUBJECT: Public Works Report

Streets and Parks

Staff ordered equipment and a dust control agent to help with dust control on East 1st Street while waiting for repairs to be completed.

The remaining trees have been ordered for the PF Park Shade Tree Program.

Staff is looking at different options for maintain Sunridge open space park.

East 1st and Hyland Lane 4-way stop discussion. See Map

Water Treatment Plant/Distribution

Hunter submitted his application for his Water Treatment Level II

Staff is working on changing the remaining 33 water meters.

Wastewater Treatment/Collections

Nick passed his Wastewater Treatment Level II

Max submitted his application for Collections Level II



Agenda Item Sheet

City of Lowell City Council



Type of item:	Resolution
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Item title/recommended action:

Resolution 810, "A resolution adopting capital improvement projects and establishing fees for a water treatment and distribution system development charges."

(Renumbered from Resolution 800)

Resolution 811, "A resolution adopting capital improvement projects and establishing fees for a parks system development charges."

(Renumbered from Resolution 801)

Justification or background:

From January to April, the City Council held several meetings with the City Engineer regarding the update to water and parks system development charges (SDCs). The reason for the change is to update SDCs to reflect capital improvements identified in the 2022 water master plan and 2019 parks master plan. SDCs for both of these systems have not been updated since the early 2000s.

During its work sessions with the City Engineer, the City Council decided what portion of the projects should be funded through SDCs. The goal was to set SDCs at a level that would fund capital improvements while not being so high as to discourage development or contribute to housing unaffordability. The result is that the new SDC on both resolutions are below the legally allowed maximum increase.

In compliance with ORS 223.304(7)(a), the city provided notice that the methodology for the SDC change is available for public inspection. The city published a legal ad in the Register Guard on April 28, 2023 advertising that availability, as well as on the website and posting at City Hall, Bridgetown Market, and the post office. The city does not have anyone on the list of persons requesting written notification of SDC changes. Thus, the city was not required to mail any such notice.

Agenda Item Sheet

City of Lowell City Council



Type of item:	Resolution
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The City Engineer recommended leaving the list of adopted projects at their full estimated cost. That way, the city can have flexibility regarding grant or loan funding for those projects. The City Council, however, has exercised its discretion to set the SDC for both systems so that SDCs fund only a percentage of the capacity increases.

The table following this agenda item sheet shows the calculation that City Council used to arrive at the system development charges on the resolutions. The "Total 2022 Cost" column shows the full cost of each project, as listed in each system's respective master plan. The "% funded by SDCs" column shows how much of the project is to be funded by SDCs. Projects that show 0% are either ineligible for SDC funding, or the City Council has elected not to fund those projects through SDCs in order to keep the SDC low.

The "Cost included in SDC calculation" column shows the product of "% funded by SDCs" and "Total 2022 Cost." The "Existing Users" column shows the City Engineer's calculation of the percentage of the project cost that existing users must pay. The "Future Users" column shows the percentage of the project that is eligible for SDCs to be paid by future development.

The "Future Users" "Cost Share" column shows how much each project is to be to be paid for with SDCs. The total of "Future Users" "Cost Share" shows the total value of the projects to be funded through new SDCs. That number divided by the "future EDU to be served" equals the SDC rate. This SDC rate is what's on the resolution for a vote by City Council.

(Note: The public notice identified these as Resolutions 800 and 801. However, these resolutions have since been renumbered to Resolutions 810 and 811. That change is noted on the agenda.)

Agenda Item Sheet
City of Lowell City Council



Type of item:	Resolution
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Budget impact:

Estimated parks SDC revenues of \$361,386 over 360 planned EDUs to be served. Estimated water SDC revenues of \$2,417,099 over 342 planned EDUs to be served.
--

Department or Council sponsor:

Public Works

Attachments:

Table from April 4, 2023 City Council meeting showing how the parks and water SDCs are calculated; public hearing notice; Resolution 810 and 811.

Meeting date:	06/20/2023
---------------	------------

PARKS SUMMARY				Existing Users		Future Users		Proportion of Proposed SDC	
% Funded by SDCs	Project	Total 2022 Cost	Cost included in SDC calculation	%	Cost Share	%	Cost Share	%	Cost Share
0%	Rolling Rock Park Improvements	\$903,910	\$0.00	60%	\$0	40%	\$0	0%	\$0
0%	Railroad Corridor Park Improvements	\$164,427	\$0.00	60%	\$0	40%	\$0	0%	\$0
50%	Paul Fisher Park Improvements	\$504,596	\$252,298.09	60%	\$150,928	40%	\$101,370	28%	\$282
100%	Paul Fisher Park Replacements	\$28,935	\$28,935.40	100%	\$28,935	0%	\$0	0%	\$0
0%	Cannon Street Festival Area Improvements	\$338,498	\$0.00	60%	\$0	40%	\$0	0%	\$0
100%	0.45 Acre Mini Parks	\$54,000	\$54,000.00	0%	\$0	100%	\$54,000	15%	\$150
100%	1.4 Acre Neighborhood Parks	\$168,000	\$168,000.00	0%	\$0	100%	\$168,000	46%	\$467
100%	0.3 Mile Trails	\$38,016	\$38,016.00	0%	\$0	100%	\$38,016	11%	\$106
	Total Park Costs	\$2,200,382	\$541,249		\$179,864		\$361,386		
	divided by future EDU to be served						÷ 360		
	EQUALS PARK SDC						\$1,004		

WATER SUMMARY				Existing Users		Future Users		Proportion of Proposed SDC	
% Funded by SDCs	Project	Total 2022 Cost	Cost included in SDC calculation	%	Cost Share	%	Cost Share	%	Cost Share
80%	New 500 GPM Water Treatment Plant	\$2,149,442.50	\$1,719,554.00	60%	\$1,026,855	40%	\$692,699	29%	\$2,025
80%	0.8 MG Reservoir - Upper Pressure Zone	\$1,783,242.50	\$1,426,594.00	58%	\$1,025,364	43%	\$606,302	25%	\$1,773
100%	500 GPM Booster Pump Station	\$500,000.00	\$500,000.00	0%	\$0	100%	\$500,000	21%	\$1,462
50%	Water Main Replacements	\$2,964,500.00	\$1,482,250.00	58%	\$1,728,304	42%	\$618,098	26%	\$1,807
0%	SRAMP Backbone Upgrades	\$2,912,325.00	\$0.00	100%	\$2,912,325	0%	\$0	0%	\$0
0%	Air Burst Retrofit	\$122,097.25	\$0.00	100%	\$122,097	0%	\$0	0%	\$0
0%	Fire Protection Upgrade Project	\$386,947.00	\$0.00	100%	\$386,947	0%	\$0	0%	\$0
	Total Water Costs	\$10,818,554			\$7,201,892		\$2,417,099		
	divided by future EDU to be served						÷ 342		
	EQUALS WATER SDC						\$7,068		

Total Park and Water SDCs	\$8,071
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Public Notice
Notice of Public Hearing
Resolutions 800 and 801
City of Lowell, Oregon

The Lowell City Council will hold a public hearing for Resolutions 800 and 801 on July 18, 2023 at 7:00 pm. The location of the public hearing is the Lowell Rural Fire Protection District Station 1, 389 N. Pioneer St., Lowell, OR 97452. The purpose of the public hearing is to accept comment from the public on proposed increases in the city's system development charges (SDCs) for the water and parks systems. After the public hearing, the City Council may vote to approve the proposed increases in the city's SDCs for the water and parks systems.

Resolution 800 will increase the water SDC from \$4,575 per equivalent dwelling unit (EDU) to \$7,068 per EDU. Resolution 801 will increase the parks SDC from \$985 per EDU to \$1,004 per EDU. The reason for the changes is that the city completed a master plan for the water system in 2022 and for the parks system in 2019. The proposed new SDCs are intended to pay for projects identified in both plans that are needed to increase capacity in both systems. The methodology on which the proposed new water SDC is based is the same as the methodology from Resolution 388, which was adopted in 2004. The methodology on which the proposed new parks SDC is based is the same as the methodology from Resolution 389, also adopted in 2004. The only difference is that the list of SDC eligible capital projects has been updated with new projects. The methodology supporting the proposed changes in the SDCs is available for public inspection at City Hall, during normal business hours, as well as on the city website at the following link: <https://www.ci.lowell.or.us/citycouncil/page/notice-public-hearing-proposed-updates-water-and-parks-system-development-charges>.

Members of the public may participate in person or electronically through personal computer or telephone. For instructions on how to join electronically, go to the following web address and select the meeting in question: <https://www.ci.lowell.or.us/calendar>.

Any written comments concerning Resolutions 800 and 801 received by the city prior to the public hearing will be provided to the City Council. Any interested party may submit oral or written comments at the public hearings.

Questions concerning Resolutions 800 and 801 may be directed to City Administrator Jeremy Caudle by telephone at (541) 937-2157; by email at admin@ci.lowell.or.us; through mail at PO Box 490, Lowell, OR 97452; or in-person at Lowell City Hall.

Pursuant to O.R.S. 223.304(6), the city maintains a list of persons who have made a written request for notification prior to adoption or amendment of a methodology for any system development charge. As of the date of this notice, no person has signed up for the notification list. To be notified of any future changes to SDC methodologies, please contact Lowell City Hall.

Adopted by the City Council of the City of Lowell on this 20th day of June 2023.

AYES: ____

NOES: ____

APPROVED:

Don Bennett, Mayor

ATTEST:

Jeremy Caudle, City Recorder

Attachment One: City of Lowell Parks and Water System Development Charge Update



South Coast Office
 PO Box 1589
 Coos Bay, OR 97420

Willamette Valley Office
 200 Ferry Street SW
 Albany, OR 97321

Rogue Valley Office
 830 O'Hare Parkway, Suite 102
 Medford, OR 97501

North Coast Office
 609 SW Hurbert Street
 Newport, OR 97365

▪ MEMORANDUM ▪

TO City of Lowell PO Box 490 Lowell, OR 97452	DATE 04/05/2023	JOB NO 2101-021
	ATTN Jeremy Caudle, City Administrator	
	RE City of Lowell Parks and Water System Development Charge Update	

Executive Summary

The City of Lowell, Oregon (City) authorized Civil West Engineering Services, Inc. to update their Parks and Water System Development Charge (SDC) improvement project eligibilities. In accordance with Oregon Revised Statute (ORS) 223, the analysis of capital improvement projects and eligibilities was performed following the framework of the established Water and Parks SDC methodologies adopted by the City in Resolution 388 and Resolution 389 respectively on June 15, 2004.

Under statute, SDCs are a one-time fee imposed on new developments. In accordance with Resolution 388, commercial and industrial properties within the City's service limits are subject to tiered Water SDCs based on meter size where Flow Factor Equivalence is scaled to the rate of a standard residential meter. Commercial and industrial properties are exempt from Park SDCs according to Resolution 389, unless those properties provide lodging (i.e., hotels and RV parks), in which case they are subject to 65% of the residential Park System SDC rate.

Based on an analysis of recent Water and Parks Capital Improvement Plans (CIPs), the recommended maximum defensible SDC schedule for the Water and Parks systems is presented in Table 2. Based on deliberation of the City Council, the determination was made to set the SDC schedule slightly below the maximum values. Table 1 below summarizes the approved SDC values.

Table 1 Recommended Schedule of Water and Parks SDCs

Type of Development Water Meter Size	Flow Factor Equivalence	System Development Charges	
		Water	Parks
Residential: 5/8" x 3/4"	1.00	\$7,068	\$1,004
Commercial: 0.75"	1.50	\$10,602	\$1,506*
1.00"	2.50	\$17,670	^
1.50"	5.00	\$35,340	^
2.00"	8.00	\$56,544	^
3.00"	16.00	\$113,088	^

*65% of Residential Fee; applied only to commercial developments that provide lodging

Background

The projects analyzed were those listed in CIPs provided in the City's Master Planning documents. The City of Lowell Parks Master Plan (PMP) was prepared by University of Oregon's Institute for Policy Research and Engagement in May 2019. The City of Lowell Water Master Plan (WMP) was prepared by Civil West Engineering

Services, Inc. in October 2022. SDCs associated with these capital projects were calculated following the established methodologies adopted in Resolution 388 (Water System) and Resolution 389 (Parks System).

Population and EDU Analysis

An estimate of Lowell’s population in 2022 was provided in the WMP as 1290 people. This corresponded to an EDU of 536 (roughly 2.4 people per EDU). Current methodologies for the Parks and Water Systems estimate the EDU count at full system buildout at 896 and 878 respectively. Using the most recent EDU estimate as a basis, the future user EDU count was calculated for both systems as followed:

Parks System

Projected EDU at Buildout:	896
Current EDU in 2022:	-536
Future EDU Subject to Improvement SDCs:	360

Water System

Projected EDU at Buildout:	878
Current EDU in 2022:	-536
Future EDU Subject to Improvement SDCs:	342

Capital Improvement Projects

Parks System

Multiple Park improvement projects were recommended in the PMP totaling \$1,940,366. The projects included improvements to Rolling Rock Park, Railroad Corridor Park, Paul Fisher Park, and the Cannon Street Festival Area. \$28,935 was allocated in the CIP to replacement projects for Paul Fisher Park; these funds are not eligible for SDCs and were excluded from further calculations.

According to City policy, smaller, local use parks should be provided for new development at roughly these levels:

Mini Parks (<1/4 mile service radius):	1/2 acre per 400 EDU
Neighborhood Parks (1/4 to 1/2 mile service radius):	2 acres per 400 EDU
Trails & Bike Paths:	1 mile per 400 EDU
Natural Areas:	7 acres per 400 EDU

The projects listed in the PMP CIP meet the requirement for Natural Areas, approximately two-thirds of the requirement for Trails and Bike Paths, and approximately one-fifth of the requirement for Neighborhood Parks. The remainder of local use parks recommended for full buildout was estimated to total approximately \$260,000 in 2022 dollars based on unit costs from previous Parks SDC calculations.

The percent eligibility for parks projects to serve future populations was calculated as a ratio of future EDU (360) to projected EDU at buildout (896), approximately 40%.

Water System

\$10,818,554 of improvements were recommended in the 2022 WMP for the City’s water system. Of these, \$122,097 for retrofitting an air-burst screen cleaning system, \$386,947 for fire protection upgrades, and \$2,915,325 for seismic reinforcement of the distribution system are not eligible for SDCs because they do not increase system capacity.

\$2,149,443 for a water treatment plant (including \$306,420 for the plant’s new SCADA system), \$1,783,243 for a 1.1 MG reservoir, and \$2,964,500 for replacement of water mains in the distribution system with higher capacity pipes are partially eligible. \$500,000 for a 500 GPM booster pump station to supply water to a planned future development is completely eligible. Percent eligibilities for these water system projects were calculated as followed:

New 500 GPM Water Treatment Plant

The new Water Treatment Plant was sized based on an analysis of future water demand. Based on Max Daily Demand (MDD), the current population requires water production at a rate of 246,127 GPD (WMP Table 4.2.3). The expected MDD at buildout equals 412,160 GPD. The percent eligibility of the new plant was calculated as the proportion of future MDD for future population:

$$\frac{\text{Future Demand} - \text{Current Demand}}{\text{Future Demand}} = \frac{412,160 \text{ GPD} - 246,127 \text{ GPD}}{412,160 \text{ GPD}} = \mathbf{40\%}$$

New 0.8 MG Reservoir

The City currently has an older 460,000-gallon concrete reservoir in poor condition. A new 800,000-gallon reservoir was proposed to replace this older reservoir. Considering the capacity increase from replacement of the concrete reservoir, the percentage of the new reservoir built for future population was therefore calculated as:

$$\frac{\text{New Reservoir Size} - \text{Old Reservoir Size}}{\text{New Reservoir Size}} = \frac{800,000 \text{ gal} - 460,000 \text{ gal}}{800,000 \text{ gal}} = \mathbf{43\%}$$

Water Main Replacements

It was proposed to increase all 6” asbestos concrete pipes to 8” HDPE, and all 10” asbestos concrete pipes to 12” HDPE to provide capacity for growth. The capacity of pipes is directly proportional to cross sectional area. The WMP proposed improving 9595 ft of 6” pipe and 1745 ft of 10” pipe. Assuming current pipe diameters meet current capacity requirements, the average increase in pipe capacity resulting from pipe upsizing is assumed to fully benefit future population. The capacity increase benefiting the future population was therefore calculated as:

$$\frac{\left(\frac{\text{Increase in Pipe Area}}{\text{Proposed Pipe Area}} * \text{ft pipe improved} \right)_{8''} + \left(\frac{\text{Increase in Pipe Area}}{\text{Proposed Pipe Area}} * \text{ft pipe improved} \right)_{10''}}{\text{total ft pipe improved (8 and 10)}} =$$

$$\frac{\left(\frac{8^2 - 6^2}{8^2} * 9595 \text{ ft} \right)_{8''} + \left(\frac{12^2 - 10^2}{12^2} * 1745 \text{ ft} \right)_{10''}}{9595 \text{ ft} + 1745 \text{ ft}} = \mathbf{42\%}$$

Summary

The capital improvement projects recommended by the Parks and Water system Master Planning Documents were assessed for SDC eligibility. The eligibility of projects for both systems are itemized and resulting SDCs are provided below in Table 2.

Table 2 Summary of Capital Improvement Project SDC Eligibility and SDC Calculations

<u>PARKS SUMMARY</u>	Existing Users		Future Users		
	Total 2022 Cost	%	Cost Share	%	Cost Share
Rolling Rock Park Improvements	\$903,910	60%	\$540,732	40%	\$363,178
Railroad Corridor Park Improvements	\$164,427	60%	\$98,363	40%	\$66,064
Paul Fisher Park Improvements	\$504,596	60%	\$301,857	40%	\$202,740
Paul Fisher Park Replacements	\$28,935	100%	\$28,935	0%	\$0
Cannon Street Festival Area Improvements	\$338,498	60%	\$202,494	40%	\$136,004
0.45 Acre Mini Parks	\$54,000	0%	\$0	100%	\$54,000
1.4 Acre Neighborhood Parks	\$168,000	0%	\$0	100%	\$168,000
0.3 Mile Trails	\$38,016	0%	\$0	100%	\$38,016
Total Park Costs	\$2,200,382		\$1,172,381		\$1,028,002
divided by future EDU to be served					÷ 360
EQUALS MAXIMUM PARK SDC					\$2,856

<u>WATER SUMMARY</u>	Existing Users		Future Users		
	Total 2022 Cost	%	Cost Share	%	Cost Share
New 500 GPM Water Treatment Plant	\$2,149,443	60%	\$1,283,569	40%	\$865,873
0.8 MG Reservoir - Upper Pressure Zone	\$1,783,243	58%	\$1,025,364	43%	\$757,878
500 GPM Booster Pump Station	\$500,000	0%	\$0	100%	\$500,000
Water Main Replacements	\$2,964,500	58%	\$1,728,304	42%	\$1,236,197
SRAMP Backbone Upgrades	\$2,912,325	100%	\$2,912,325	0%	\$0
Air Burst Retrofit	\$122,097	100%	\$122,097	0%	\$0
Fire Protection Upgrade Project	\$386,947	100%	\$386,947	0%	\$0
Total Water Costs	\$10,818,554		\$7,458,606		\$3,359,948
divided by future EDU to be served					÷ 342
EQUALS MAXIMUM WATER SDC					\$9,824

CITY OF LOWELL, OREGON

RESOLUTION 811

A RESOLUTION ADOPTING CAPITAL IMPROVEMENT PROJECTS AND ESTABLISHING FEES FOR A PARKS SYSTEM DEVELOPMENT CHARGES

WHEREAS, City of Lowell Ordinance 234 establishes System Development Charges (SDCs) pursuant to ORS 223.297-223.314; and

WHEREAS, the City retained Civil West Engineering Services, Inc. to analyze master planning documents and associated capital improvement projects and make recommendations regarding the City's parks SDCs; and

WHEREAS, Ordinance 234 imposes the reimbursement and improvement elements of SDCs on new development within the City's service area and provides that system development methodologies for both the reimbursement and improvement portions of the charge be adopted through resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lowell that:

Section 1. Methodology: The City of Lowell retains the methodology of Resolution 389 and updates the calculation of maximum SDCs as contained in the City of Lowell Parks and Water System Development Charge Update, Memorandum, dated April 5, 2023 located at Attachment One to this Resolution and by this reference is hereby incorporated into this Resolution.

Section 2. Capital Improvement Project List: The City of Lowell hereby adopts the Capital Improvement Projects listed in the table contained in Attachment One titled "Summary of Capital Improvement Project SDC Eligibility and SDC Calculations" as the Capital Projects Plan for which Parks Improvement SDCs may be charged.

Section 3. System Development Charges Established: The following Parks SDCs are hereby established in accordance with the methodology contained in Attachment 1:

- a. Parks System \$1,004

Section 4. Effective Date: This resolution is effective once approved by the City Council and signed by the Mayor.

[THIS SECTION LEFT INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW.]

Adopted by the City Council of the City of Lowell on this 20th day of June 2023.

AYES: ____

NOES: ____

APPROVED:

Don Bennett, Mayor

ATTEST:

Jeremy Caudle, City Recorder

Attachment One: City of Lowell Parks and Water System Development Charge Update



South Coast Office
 PO Box 1589
 Coos Bay, OR 97420

Willamette Valley Office
 200 Ferry Street SW
 Albany, OR 97321

Rogue Valley Office
 830 O'Hare Parkway, Suite 102
 Medford, OR 97501

North Coast Office
 609 SW Hurbert Street
 Newport, OR 97365

▪ MEMORANDUM ▪

TO City of Lowell PO Box 490 Lowell, OR 97452	DATE 04/05/2023	JOB NO 2101-021
	ATTN Jeremy Caudle, City Administrator	
	RE City of Lowell Parks and Water System Development Charge Update	

Executive Summary

The City of Lowell, Oregon (City) authorized Civil West Engineering Services, Inc. to update their Parks and Water System Development Charge (SDC) improvement project eligibilities. In accordance with Oregon Revised Statute (ORS) 223, the analysis of capital improvement projects and eligibilities was performed following the framework of the established Water and Parks SDC methodologies adopted by the City in Resolution 388 and Resolution 389 respectively on June 15, 2004.

Under statute, SDCs are a one-time fee imposed on new developments. In accordance with Resolution 388, commercial and industrial properties within the City's service limits are subject to tiered Water SDCs based on meter size where Flow Factor Equivalence is scaled to the rate of a standard residential meter. Commercial and industrial properties are exempt from Park SDCs according to Resolution 389, unless those properties provide lodging (i.e., hotels and RV parks), in which case they are subject to 65% of the residential Park System SDC rate.

Based on an analysis of recent Water and Parks Capital Improvement Plans (CIPs), the recommended maximum defensible SDC schedule for the Water and Parks systems is presented in Table 2. Based on deliberation of the City Council, the determination was made to set the SDC schedule slightly below the maximum values. Table 1 below summarizes the approved SDC values.

Table 1 Recommended Schedule of Water and Parks SDCs

Type of Development Water Meter Size	Flow Factor Equivalence	System Development Charges	
		Water	Parks
Residential: 5/8" x 3/4"	1.00	\$7,068	\$1,004
Commercial: 0.75"	1.50	\$10,602	\$1,506*
1.00"	2.50	\$17,670	^
1.50"	5.00	\$35,340	^
2.00"	8.00	\$56,544	^
3.00"	16.00	\$113,088	^

**65% of Residential Fee; applied only to commercial developments that provide lodging*

Background

The projects analyzed were those listed in CIPs provided in the City's Master Planning documents. The City of Lowell Parks Master Plan (PMP) was prepared by University of Oregon's Institute for Policy Research and Engagement in May 2019. The City of Lowell Water Master Plan (WMP) was prepared by Civil West Engineering

Services, Inc. in October 2022. SDCs associated with these capital projects were calculated following the established methodologies adopted in Resolution 388 (Water System) and Resolution 389 (Parks System).

Population and EDU Analysis

An estimate of Lowell’s population in 2022 was provided in the WMP as 1290 people. This corresponded to an EDU of 536 (roughly 2.4 people per EDU). Current methodologies for the Parks and Water Systems estimate the EDU count at full system buildout at 896 and 878 respectively. Using the most recent EDU estimate as a basis, the future user EDU count was calculated for both systems as followed:

Parks System

Projected EDU at Buildout:	896
Current EDU in 2022:	-536
Future EDU Subject to Improvement SDCs:	360

Water System

Projected EDU at Buildout:	878
Current EDU in 2022:	-536
Future EDU Subject to Improvement SDCs:	342

Capital Improvement Projects

Parks System

Multiple Park improvement projects were recommended in the PMP totaling \$1,940,366. The projects included improvements to Rolling Rock Park, Railroad Corridor Park, Paul Fisher Park, and the Cannon Street Festival Area. \$28,935 was allocated in the CIP to replacement projects for Paul Fisher Park; these funds are not eligible for SDCs and were excluded from further calculations.

According to City policy, smaller, local use parks should be provided for new development at roughly these levels:

Mini Parks (<1/4 mile service radius):	1/2 acre per 400 EDU
Neighborhood Parks (1/4 to 1/2 mile service radius):	2 acres per 400 EDU
Trails & Bike Paths:	1 mile per 400 EDU
Natural Areas:	7 acres per 400 EDU

The projects listed in the PMP CIP meet the requirement for Natural Areas, approximately two-thirds of the requirement for Trails and Bike Paths, and approximately one-fifth of the requirement for Neighborhood Parks. The remainder of local use parks recommended for full buildout was estimated to total approximately \$260,000 in 2022 dollars based on unit costs from previous Parks SDC calculations.

The percent eligibility for parks projects to serve future populations was calculated as a ratio of future EDU (360) to projected EDU at buildout (896), approximately 40%.

Water System

\$10,818,554 of improvements were recommended in the 2022 WMP for the City’s water system. Of these, \$122,097 for retrofitting an air-burst screen cleaning system, \$386,947 for fire protection upgrades, and \$2,915,325 for seismic reinforcement of the distribution system are not eligible for SDCs because they do not increase system capacity.

\$2,149,443 for a water treatment plant (including \$306,420 for the plant’s new SCADA system), \$1,783,243 for a 1.1 MG reservoir, and \$2,964,500 for replacement of water mains in the distribution system with higher capacity pipes are partially eligible. \$500,000 for a 500 GPM booster pump station to supply water to a planned future development is completely eligible. Percent eligibilities for these water system projects were calculated as followed:

New 500 GPM Water Treatment Plant

The new Water Treatment Plant was sized based on an analysis of future water demand. Based on Max Daily Demand (MDD), the current population requires water production at a rate of 246,127 GPD (WMP Table 4.2.3). The expected MDD at buildout equals 412,160 GPD. The percent eligibility of the new plant was calculated as the proportion of future MDD for future population:

$$\frac{\text{Future Demand} - \text{Current Demand}}{\text{Future Demand}} = \frac{412,160 \text{ GPD} - 246,127 \text{ GPD}}{412,160 \text{ GPD}} = \mathbf{40\%}$$

New 0.8 MG Reservoir

The City currently has an older 460,000-gallon concrete reservoir in poor condition. A new 800,000-gallon reservoir was proposed to replace this older reservoir. Considering the capacity increase from replacement of the concrete reservoir, the percentage of the new reservoir built for future population was therefore calculated as:

$$\frac{\text{New Reservoir Size} - \text{Old Reservoir Size}}{\text{New Reservoir Size}} = \frac{800,000 \text{ gal} - 460,000 \text{ gal}}{800,000 \text{ gal}} = \mathbf{43\%}$$

Water Main Replacements

It was proposed to increase all 6" asbestos concrete pipes to 8" HDPE, and all 10" asbestos concrete pipes to 12" HDPE to provide capacity for growth. The capacity of pipes is directly proportional to cross sectional area. The WMP proposed improving 9595 ft of 6" pipe and 1745 ft of 10" pipe. Assuming current pipe diameters meet current capacity requirements, the average increase in pipe capacity resulting from pipe upsizing is assumed to fully benefit future population. The capacity increase benefiting the future population was therefore calculated as:

$$\frac{\left(\frac{\text{Increase in Pipe Area}}{\text{Proposed Pipe Area}} * \text{ft pipe improved}\right)_{8"} + \left(\frac{\text{Increase in Pipe Area}}{\text{Proposed Pipe Area}} * \text{ft pipe improved}\right)_{10"}}{\text{total ft pipe improved (8 and 10)}} =$$

$$\frac{\left(\frac{8^2 - 6^2}{8^2} * 9595 \text{ ft}\right)_{8"} + \left(\frac{12^2 - 10^2}{12^2} * 1745 \text{ ft}\right)_{10"}}{9595 \text{ ft} + 1745 \text{ ft}} = \mathbf{42\%}$$

Summary

The capital improvement projects recommended by the Parks and Water system Master Planning Documents were assessed for SDC eligibility. The eligibility of projects for both systems are itemized and resulting SDCs are provided below in Table 2.

Table 2 Summary of Capital Improvement Project SDC Eligibility and SDC Calculations

<u>PARKS SUMMARY</u>	Existing Users		Future Users		
	Total 2022 Cost	%	Cost Share	%	Cost Share
Rolling Rock Park Improvements	\$903,910	60%	\$540,732	40%	\$363,178
Railroad Corridor Park Improvements	\$164,427	60%	\$98,363	40%	\$66,064
Paul Fisher Park Improvements	\$504,596	60%	\$301,857	40%	\$202,740
Paul Fisher Park Replacements	\$28,935	100%	\$28,935	0%	\$0
Cannon Street Festival Area Improvements	\$338,498	60%	\$202,494	40%	\$136,004
0.45 Acre Mini Parks	\$54,000	0%	\$0	100%	\$54,000
1.4 Acre Neighborhood Parks	\$168,000	0%	\$0	100%	\$168,000
0.3 Mile Trails	\$38,016	0%	\$0	100%	\$38,016
Total Park Costs	\$2,200,382		\$1,172,381		\$1,028,002
divided by future EDU to be served					÷ 360
EQUALS MAXIMUM PARK SDC					\$2,856

<u>WATER SUMMARY</u>	Existing Users		Future Users		
	Total 2022 Cost	%	Cost Share	%	Cost Share
New 500 GPM Water Treatment Plant	\$2,149,443	60%	\$1,283,569	40%	\$865,873
0.8 MG Reservoir - Upper Pressure Zone	\$1,783,243	58%	\$1,025,364	43%	\$757,878
500 GPM Booster Pump Station	\$500,000	0%	\$0	100%	\$500,000
Water Main Replacements	\$2,964,500	58%	\$1,728,304	42%	\$1,236,197
SRAMP Backbone Upgrades	\$2,912,325	100%	\$2,912,325	0%	\$0
Air Burst Retrofit	\$122,097	100%	\$122,097	0%	\$0
Fire Protection Upgrade Project	\$386,947	100%	\$386,947	0%	\$0
Total Water Costs	\$10,818,554		\$7,458,606		\$3,359,948
divided by future EDU to be served					÷ 342
EQUALS MAXIMUM WATER SDC					\$9,824

Agenda Item Sheet

City of Lowell City Council

Type of item:	Procurement
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Item title/recommended action:

Motion to authorize the City Administrator to issue a "Request for proposals for professional auditing services." – Discussion/ Possible action

Justification or background:

Emerald CPA informed the city in June that they are resigning as the city's auditing firm. The reason is that the firm no longer has the staff necessary to continue working with us. For that reason, city staff have prepared a request for proposals to hire a new auditor firm. The tentative schedule in the RFP has the new auditor starting in early September. This should be enough time to complete the financial statement audit by the December 31 deadline.

Budget impact:

To be determined. It is likely that auditing fees for the first year will be higher than what was budgeted. The reason is due to the higher time commitment required when an auditor has to familiarize themselves with a new client and perform more stringent testing the first time through.

Department or Council sponsor:

Administration

Attachments:

Request for proposals for professional auditing services.

Meeting date:	07/18/2023
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A scenic view of a lake with a forested mountain in the background and a kayak in the foreground. The kayak is orange and white with a grey deck and a black bag on it. The water is blue and calm, and the sky is clear.

City of Lowell, OR

Request for proposals

Professional auditing services

Issued: July 19, 2023



City Administrator's Office
P.O. Box 490 Lowell, OR 97452
Phone: 541-937-2157
Email: jcaudle@ci.lowell.or.us

1. Background Information

General Information

The City of Lowell ("City") is located 20 miles southeast of Eugene in Lane County. The City provides a full range of services for its estimated population of 1,235. Those services include: water and wastewater utilities, parks, library, municipal court, streets maintenance, building inspections through a contract with Northwest Code Professionals, law enforcement services through a contract with the City of Oakridge, and planning and zoning services through a contract with Lane Council of Governments.

The City administers its accounting functions through a contract with an independent contractor. This contract accountant provides various services to the City, including monthly bank reconciliations, payroll tax reporting, fixed asset accounting, entering adjusting entries, and preparing monthly financial reports. The contract accountant also prepares the City's annual financial statements and collaborates with the auditor through the audit process.

The City Clerk handles most day-to-day accounting functions, including receiving and recording payments, preparing and mailing utility bills, processing the City's bi-monthly payroll, processing accounts payable, and so on.

The City's accounting software is Caselle, with the following modules: accounts payable, animal licensing, asset management, backflow management, cash receipting, check on demand, general ledger, maintenance orders, payroll, utility management, and system management. The City's Caselle subscription allows third-party access to Xpress Bill Pay so that citizens can make payments using an online portal.

The City prepares its financial statements using a modified cash basis of accounting. Under this basis of accounting, the City recognizes assets, liabilities, net position/fund equity, revenues and expenditures when they result from cash transactions with a provision for capital assets and depreciation, recognition of long-term debts, and utility deposits.

The audited annual financial statements for previous years are available here:

<https://www.ci.lowell.or.us/administration/page/audit-0>

Budget documents for previous years and the current 2023-2024 fiscal year are available here:

<https://www.ci.lowell.or.us/administration/page/budget>

Selected financial indicators and workload measures.

Adopted budget for FY 2023-2024	\$4,072,297
Adopted budget for FY 2022-2023	\$4,927,946
# bank and cash management accounts	2
# checks processed in FY 2022-2023 from check register	756
# cash receipts processed in FY 2022-2023 from cash receipt register	1,047
# full-time equivalent employees in FY 2023-2024	6.38
# utility (water/sewer) customers	533
# funds in FY 2022-2023	13

General Description

The City of Lowell is seeking proposals for the audit of its annual financial statements from qualified certified public accounting firms. A complete description of services to be provided is described under Section 2. The first reporting period to be audited is July 1, 2022, through June 30, 2023, extending through the next four subsequent fiscal years.

Points of Contact

Questions, inquiries, or comments regarding this Request for Proposals (“RFP”), should be directed to:

Jeremy Caudle, City Administrator
jcaudle@ci.lowell.or.us
(541) 937-2157

RFP Responses

Your proposal must be received no later than Monday, August 21, 2023 at 4:00 pm. Responses should be emailed to jcaudle@ci.lowell.or.us (in PDF or MS Word) or mailed to the following address:

City of Lowell
Attn: Jeremy Caudle, City Administrator
PO Box 490
Lowell, OR 97452

Emailed proposals will not be deemed received until a confirmation email sent by the primary point of contact is received in reply to the submitted proposal, confirming the emailed proposal was received and the format was readable.

Any amendments to this RFP will be in writing and will be issued to all persons or businesses that have indicated an interest to receive RFP addenda or have obtained the proposal materials. The addenda will be posted on the City’s Bid Management site at <https://www.ci.lowell.or.us/rfps> and issued by email to the address furnished by those responding to this announcement. Your proposal must acknowledge receipt of all addenda issued either when you submit your proposal or separately prior to opening. No proposal will be considered that is not responsive to any issued addenda.

Tentative Schedule for Selection Process

Proposals due: August 21, 2023 at 4:00 pm
 Interviews (tentative): August 24, 2023
 Contract finalized with apparent successful bidder: August 31, 2023
 City Council approval of contract: September 5, 2023

This is a tentative schedule and is provided as a courtesy to potential proposers. The actual schedule may vary from the one provided above without notice to potential proposers. Any changes made to the closing date of the RFP will be made in the form of an addendum provided to all potential proposers who have received RFP documents.

Proposal Evaluation

The following criteria will be used to evaluate proposals and select the most qualified certified public accounting firm:

Evaluation Criteria	Scoring
Firm’s municipal audit expertise and experience and qualifications of key personnel	30%
Audit approach and schedule	20%
References	20%
Fees for service	20%
Differentiators	10%

The selection team will review the applications and select the most qualified proposal based on the evaluation criteria listed above. If deemed necessary by the selection team, the team will invite the most qualified proposers to interview.

Contract Duration

The selected certified public accounting firm will be designated as the City’s auditor for a five-year term. The City of Lowell reserves the right to extend the contract beyond the original period, negotiating each year separately as to price and work performed.

Acceptance or Rejection and Negotiation of Proposals

The City of Lowell reserves the right to reject any or all proposals, to waive any irregularities in the RFP, to accept or reject any item or combination of items in a proposal in accordance with ORS 279B.100, to request additional information or clarifications from respondents, and to negotiate or hold interviews with any one or more of the respondents. By requesting proposals, the City is in no way obligated to award a contract or to pay expenses of the proposing firms in connections with the preparation or submission of a proposal. Furthermore, the City reserves the right to reject any and all proposals prior to execution of a contract, with no penalty to the City, if doing so in the public interest. Any protest or objection of award must comply with ORS 279A.225.

2. Scope of Auditor Services

General

The City of Lowell is requesting proposals from qualified certified public accounting firms, duly authorized to practice as such by the State of Oregon, to audit the City's financial statements beginning with the fiscal year ending June 30, 2023, and extending through the next four subsequent fiscal years.

The City of Lowell desires the auditor to express opinions on the fair presentation of the City's basic financial statements, in conformity with the audit standards of the Oregon Secretary of State, Oregon Board of Accountancy, Oregon Society of Certified Public Accountants, and other provision of state law. The auditor will also be responsible for performing certain limited procedures involving required supplementary information and other supplementary information.

The selected auditor will submit for management's review a draft of all reports. The selected auditor will incorporate, as part of the basic proposal, meeting time with the City Administrator, accounting staff, and City Council for the purpose of discussing the audit, management letter, and conclusions.

Basic Reports to be Issued

Upon completion of the audit of the financial statements, the auditor will issue the following:

- Independent Auditor's Report
- AU-C 260 Letter to Those Charged with Governance
- AU-C 260 Letter: including Findings, statements, observations, opinions, comments and recommendations
- Audit Comments and Disclosures Required by State Regulation
- The auditor will be expected to print eight bound hardcopies, and an electronic copy, of the final audited financial statements and related reports.

Additional Reports to be Issued Dependent on Applicability

- AU-C 265 Communicating Internal Control Related Matters Identified During the Audit

- AU-C 265 Letter: including material weaknesses and/or significant deficiencies
- Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

For the fiscal year ending June 30, 2023, the City will not require a Single Audit under the Single Audit Act. The City does not anticipate needing a Single Audit during the term of the contract. If the City requires a Single Audit during the term of the contract, however, then the City would expect to be able to negotiate an addendum to the professional audit services contract to include a Single Audit.

Supplemental Reports / Studies

Reports on other audits or agreed-upon procedures may be agreed to in writing as stated in a supplemental services agreement. Prior to beginning work, the scope and associated costs will be approved by the City.

Standards to be Followed

To meet the requirements of this RFP, these audits are to be performed in accordance with all applicable professional standards including, but not limited to, applicable standards set forth for financial audits by the Governmental Accounting Standards Board (GASB), *Government Auditing Standards* (GAS), as promulgated by the Government Accountability Office (GAO) (if applicable), and requirements described in the U.S. Office of Management and Budget (OMB) Uniform Guidance and Compliance Supplement (if applicable).

In addition, all aspects of the engagement will be performed in accordance with the highest professional standards and comply with all applicable federal, state and local laws.

Special Considerations

The firm receiving the contract for audit services will procure and maintain, for the duration of the contract, insurance as required in the standard professional services contract (see Attachment B). The firm must provide a Certificate of Insurance.

Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of seven (7) years following completion of the audit, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- Parties designated by the federal or state governments or by the City of Lowell as part of an audit quality review process Oregon Secretary of State, Audits Division

In addition, the firm will respond to the inquiries of successor auditors and allow successor auditors to review working papers related to matters of accounting significance and internal control.

Assistance to be provided by the City of Lowell

1. Staff will prepare the final closing of the books. The City will provide the auditors with a trial balance by fund and all accounting detail necessary to perform the audit.
2. Staff will prepare all workpapers requested by the Auditor prior to the start of interim and/or final fieldwork.
3. Staff will generate the necessary confirmation letters based on templates provided by the auditors.
4. Staff will prepare the draft financial statements and all related schedules and statements deliverable to the auditor prior to the beginning of audit fieldwork. City staff will also incorporate any agreed upon edits to the draft to arrive at the final statements.
5. Staff will be available during the audit to assist in providing information, documentation and explanations as needed as well as access to the financial system to view records and print reports. All requests will first be directed to the City's contract accountant.
6. The City will provide the auditor with reasonable workspace including access to the internet and a photocopier.
7. The City Administrator will provide the auditor with a signed Representation Letter at the conclusion of the audit.

3. Proposal Requirements

Proposal Requirements

The proposal should address, at a minimum, the information requested in the "Minimum Content of Responses" section. Limit responses to 10 pages, excluding the title page, letter of transmittal, and required attachments.

Minimum Content of Responses

1. Title Page: A title page showing the firm's name, the date of proposal, point of contacts, business address, telephone numbers, and email addresses.
2. Letter of Transmittal: A signed letter of transmittal briefly stating that the firm submitting the proposal is properly licensed to perform such audits in the State of Oregon, agrees to perform all of the work outlined in the RFP within the established time periods, is independent of the City of Lowell, and understands that the firm's proposal is a firm and irrevocable offer through the June 30, 2023 audit period.
3. The letter must also contain a certification that the person signing the proposal is entitled to represent the audit firm, empowered to submit the bid, and authorized to sign a contract on behalf of the audit firm.

4. Firm Qualifications and Experience: Provide a brief overview of the firm's experience performing municipal audits. Include the results of the audit firm's most recent external quality review, any findings discovered as part of that review and actions taken to correct those findings. The audit firm must also disclose information on the circumstances and status of any disciplinary action taken or pending against the audit firm during the past three (3) years with state regulatory bodies or professional organizations, as well as any pending or settled litigation within the past three (3) years.
5. Experience and Qualifications of Key Personnel: Identify all key personnel who will be assigned to work on this project including names, CPA license numbers, and Oregon Municipal Audit Roster numbers. Include a summary of their background and experience in auditing similar organizations as well as their roles and assigned responsibilities under the proposal.
6. Audit Approach and Schedule: Describe the firm's audit approach and proposed schedule.
7. References: Provide contact information for three (3) of the firm's current municipal auditing clients in Oregon. Contact information should include the name of the public agency, name and title of contact person, telephone number, and email address.
8. Proposed Fees for Service: Provide expected hours required for the fiscal year ending June 30, 2023 and the not to exceed ("NTE") price on attachment A.
9. Describe the firm's policy on other charges including special requests and special reports or broadening the scope of the engagement and list the audit firm's billing rates for all other applicable professional services.
10. Differentiators. Describe what makes your firm different from other firms providing the same service and describe how that will translate to the level of services received.

Attachments

Attachment A: Fee Proposal

In accordance with the Request for Proposals for Professional Auditing Services, the firm referenced below submits the following hourly fee quotation and hours proposed for all positions to be assigned to the audit:

Fee for Fiscal Year End June 30, 2023:

<i>Key Personnel</i>	<i>Audit Hours</i>	<i>Hourly Rate</i>	<i>Total</i>
Engagement Partner			
Engagement Manager			
Engagement Senior			
Engagement Staff			
Clerical/Support Staff			
Other			

In accordance with the Request for Proposals for Professional Auditing Services the firm referenced below submits the following cost proposal for the term of the contract:

Fee proposal for Fiscal Years Ending June 30:

	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>
Financial Statement Audit					
Cost of Supplies and Materials					
Additional Fees (if applicable*)					
Total					

*Technical assistance, as needed, is expected from the audit firm throughout the fiscal year that may include inquiries regarding accounting, reporting and internal control issues. If fees related to this technical assistance are not included in the firm's financial statement audit fee, please include them here.

Attachment A: Fee Proposal (continued)

I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this bid, and if selected, authorized to sign a contract for the services identified in the RFP.

Firm Name:	
Signature:	
Printed Name:	
Title:	
Date:	
Email Address:	

Attachment B: Personal Service Audit Contract

PERSONAL SERVICES CONTRACT

This contract is between City of Lowell, a political subdivision of the State of Oregon, hereinafter called "City", and Contractor hereinafter called "Contractor". The parties agree as follows:

1. Contractor's information:

NAME (tax filing):

ADDRESS:

EMAIL ADDRESS:

CITIZENSHIP, if applicable:

Non-resident alien Yes No

BUSINESS DESIGNATION (check one):

- | | | |
|--|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Governmental/Non-Profit | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Liability Partnership | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Company | |

Federal Tax ID#: _____

SSN#: _____

(Contractor must provide Contractor's Social Security Number unless it provides a federal TID number).

2. Description of Contractor's Services, Delivery Schedule and Compensation

Exhibit A - Scope of Work

3. Compensation by City

- a. Payment for all work performed under this contract will be made as set forth below from available and authorized City funds and will not exceed the maximum sum of Payment for all work performed under this contract will not exceed the maximum sum of: See Exhibit A. Travel and other expenses of the Contractor will not be reimbursed by City unless specifically provided herein as a supplementary condition.
- b. Interim payments will be made to Contractor following City's review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount of this contract.
- c. Contractor will not submit billings for, and City will not pay, any amount in excess of the maximum compensation amount of this contract, including any travel and other expense when noted below. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor will notify City's supervising representative in writing 30 calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.
- d. Contractor will submit billings for work performed on a basis. The billings will describe all work performed with particularity, by whom and on the date it was performed, the number of hours spent performing such work, and will itemize and explain all expenses for which reimbursement is claimed. Billings will be sent to the supervising representative.

4. Effective Date and Duration

This Contract will become effective on duration from , 20 or the date this Contract is fully executed and approved as required by applicable law. Unless earlier terminated or extended, this contract will expire on , 20 , or when Contractor's completed performance has been accepted by City, whichever event occurs first. However, such expiration will not extinguish or prejudice City's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured.

5. Contract Documents

This contract between the parties consists of this Personal Services Contract, Scope of Work (Exhibit A), General Conditions (Exhibit B), Compliance with Applicable Laws (Exhibit C), and the following attached documents, if checked, which contain all the terms and conditions of the contract and are incorporated by this reference:

- Exhibit D Supplementary Conditions
- Exhibit E Required Federal Terms and Conditions

6. Amendments

The terms of this contract will not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

IN WITNESS WHEREOF, THE PARTIES OR THEIR DULY AUTHORIZED REPRESENTATIVES HAVE SIGNED THIS CONTRACT:

		City of Lowell	
Contractor	Date	City Administrator	Date
Title:			

CERTIFICATIONS/REPRESENTATIONS: Contractor, under penalty of perjury, certifies that (a) the number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it and Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract will be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked three or more of the following criteria:

<input type="checkbox"/>	I carry out the labor or services at a location separate from my residence or in a specific portion of my residence, set aside as the location of the business.
<input type="checkbox"/>	I provide contracted services for two or more different persons within a 12-month period, or routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
<input type="checkbox"/>	I make a significant investment in the business, through means such as: <ul style="list-style-type: none"> • Purchasing tools or equipment necessary to provide the services;

Exhibit A
SCOPE OF WORK

[TO BE FILLED IN]

Exhibit B
GENERAL CONDITIONS

1. Independent Contractor; Responsibility for Taxes and Withholding; Retirement System Status:

Contractor will perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

The Contractor represents and warrants that Contractor (i) is not an employee of City of Lowell, Oregon, (ii) is not currently employed by the Federal Government, and (iii) meets the specific independent contractor standards of ORS 670.600, as certified on the foregoing Certification Statement for Corporation or Independent Contractor. Contractor is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.

Contractor will be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract and, unless Contractor is subject to backup withholding, City *will not* withhold from such compensation or payments any amounts(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract, except as a self-employed individual.

2. Subcontracts and Assignment

Contractor will not enter into any subcontracts for any of the Work required by this Contract or assign or transfer any of its interest in this Contract without City's prior written consent. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of City. City's consent to any subcontract will not relieve Contractor of any of its duties or obligations under this Contract.

3. Successors and Assigns

Neither party will subcontract, assign or transfer its interest in this Contract without the express written consent of the other party, and such consent will not be unreasonably withheld. In addition to any other provisions, Contractor will include in any permitted subcontract under this Contract a requirement that the subcontractor be bound to the same provisions herein as if the subcontractor were the Contractor. The provisions of this Contract will

be binding upon and will inure to the benefit of the parties hereto, and their respective successors and assigns. Consent of City given to a subcontractor does not relieve the Contractor of any obligations and responsibilities under this Contract, including Contractor's responsibility for any goods and services to be provided by any subcontractor.

4. No Third-Party Beneficiaries

City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

5. Funds Available and Authorized

City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City's fiscal year budget.

6. Termination

- a. Mutual Consent. This contract may be terminated at any time by mutual consent of both parties.
- b. Parties' Convenience. This contract may be terminated at any time by either Party upon **180 days' notice** in writing and delivered by certified mail or in person.
- c. For Cause. City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:
 - i. If City funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
 - iii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
 - i. Either City or Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination will give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. Time is of the essence for Contractor's performance of each and every obligation and duty under this contract. City, by written notice to Contractor of default or

breach, may at any time terminate the whole or any part of this contract if Contractor fails to provide services called for by this contract within the time specified herein or in any extension thereof.

- iii. The rights and remedies of City provided in this subsection d are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- e. **Obligation/Liability of Parties.** Termination or modification of this contract pursuant to subsections a, b or c above will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, c or d of this section 6 Contractor will immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Contractor will deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. City will pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

7. Records Maintenance; Access; Ownership of Work Product; License

- a. **Records Maintenance; Access.** Contractor will maintain records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that City and its duly authorized representatives will have access to such fiscal records and to all other books, documents, electronic files, papers, plans and writings of Contractor that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. Contractor further acknowledges records generated as a result of this Contract may be subject to disclosure pursuant to the Oregon Public Records Act.
- b. **Ownership of Work Product; License.** All work products of the Contractor that result from this contract (the "work products") are the exclusive property of the City. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants City a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so, all such work products, including but not limited to any information, designs, plans or works provided or delivered to the City or produced by the Contractor under this contract.

8. Compliance with Applicable Law

Contractor will comply with all federal, state and local laws and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, and 279B.235, and as well as other statutes as set forth in the attached Compliance With Applicable Law, which is by this reference made a part hereof. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans

with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations.

9. Foreign Contractor

If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor will promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The Contractor will demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this contract.

10. Governing Law; Jurisdiction; Venue

This contract will be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Oregon.

The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in the audit of municipal finances and shall include a written record of the arbitration hearing. The costs of the arbitration, including the cost of the arbitrator and prevailing party's legal fees, shall be borne by the losing party. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed or enforced in a court of competent jurisdiction.

11. Insurance

a. Insurance. Contractor will at its own expense provide the following insurance:

- i. The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that comply with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.
- ii. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$1,000,000.
- iii. Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury

and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract and Product and Completed Operations. Such insurance shall be primary and non-contributory. Coverage shall be a minimum of \$2,000,000 per occurrence, and \$2,000,000 aggregate.

- iv. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than **N/A** for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - v. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Commercial General Liability Insurance policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
- b. Notice of cancellation or change. There will be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to the City.

12. Force Majeure

Neither City nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, City's or Contractor's reasonable control. Contractor will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

13. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

14. Survival

The terms, conditions, representations and all warranties contained in this Contract will survive the termination or expiration of this Contract.

15. Waiver

The failure of either party to enforce any provision of this contract will not constitute a waiver by either party of that or any other provision.

16. Execution and Counterparts

This contract may be exercised in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

17. Prior Approval Required

Approval by the City of Lowell City Council or the City Administrator is required before any work may begin under this contract.

18. Notice

Notices required by this contract must be given in writing by personal delivery or mail, at the addresses given by the parties on the first page of this contract, unless some other means or method of notice is required by law. Each party will notify the other of any change of address.

19. Confidentiality

Contractor acknowledges and agrees it is responsible for ensuring compliance with all applicable confidentiality laws, including but not limited to the Health Insurance Portability Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA).

20. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Exhibit C
COMPLIANCE WITH APPLICABLE LAW
(Public Non-Improvement Contracts)

ORS 279B.220 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract will contain a condition that the Contractor will: Make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of labor or material furnished. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material. Every public contract for lawn and landscape maintenance will contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation. (1) Every public contract will also contain a condition that the contractor will promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(2) Every public contract also will contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017 or are exempt under ORS 656.126.

ORS 279B.235 Condition concerning hours of labor. (1) Except as provided in subsections (3) to (6) of this section, every public contract subject to this chapter must contain a condition that a person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee will be paid at least time and a half pay: (a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or (B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. (2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. (3) In the case of contracts for personal services as described in ORS 279A.055, the contract will contain a provision that the employee will be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. (4) In the case of a contract for services at a county fair or for other events

authorized by a county fair board, the contract must contain a provision that employees must be paid at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. An employer will give notice in writing to employees who work on such a contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work. (5)(a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts will receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. (b) A contractor shall notify in writing employees who work on a public contract for services, either at the time of hire or before work begins on the public contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

ORS Chapter 244. Contractor will not provide or offer to provide any appreciable pecuniary or material benefit to any officer, employee or agent of the City in connection with this contract in violation of ORS Chapter 244 or City's personnel rules.

ORS 670.600 provides in part: "As used in various provisions of ORS Chapters 316, 448, 656, 657, 671 and 701, an individual or business entity that performs labor or services for remuneration will be considered to perform the labor or services as an 'independent contractor' if the standards of this section are met." ORS 670.600 also provides standards for satisfying the designation of an independent contractor:

1. Free from direction and control over means and manner of providing labor or service.
 2. Responsible for obtaining all necessary business registrations and professional occupation licenses.
 3. Furnishes its own tools and equipment for the work.
 4. Has the authority to hire and fire employees to perform the work.
 5. Registered under ORS Chapter 701.
 6. Filed federal and state income tax returns in the name of its business or a business Schedule "C" as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.
 7. Represents to the public that the labor or services are to be provided by an independently established business.
 8. The labor or services are primarily carried out at a location that is separate from my residence, or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
 9. The business has purchased business cards or commercial advertising.
 10. A telephone listing and service is used for the business that is separate from the personal residence listing and service.
 11. Labor or services are performed only pursuant to written contracts. Labor or services are performed for two or more different persons within a period of one year.
- Assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability relating to the labor or services to be provided.

Agenda Item Sheet

City of Lowell City Council

Type of item:	Procurement
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Item title/recommended action:

Motion to approve invoice #PO-LOW-I2023-00 with City/County Insurance Services in the amount of \$38,715.40 for property and liability insurance renewals and to authorize the City Administrator to sign. – Discussion/ Possible action

Justification or background:

Staff request City Council approval of the city's property and liability insurance renewal through CIS. When preparing the budget, staff assumed a 15% increase, based on projections that the city's insurance carriers sent to the city early in the budget process. However, the amount on the invoice is \$6,105 higher than what was budgeted. The reason for such a large increase is from a reappraisal that CIS did on city property early in 2023. That appraisal included an increase in values from the 70 N. Pioneer St. construction. Another, smaller increase is from increasing the coverages for cybersecurity coverage, based on advice from our Wilson Heirgood Associates (WHA) representatives.

Budget impact:

Increase in insurance expenditures of \$6,105 compared to what was budgeted.

Department or Council sponsor:

Administration

Attachments:

CIS insurance invoice

Meeting date:	07/18/2023
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Property/Liability 2023-2024 Renewal Invoice



citycounty insurance services
cisoregon.org

Named Member
City of Lowell
PO Box 490
Lowell, OR 97452

Agent of Record
Wilson Heirgood Associates
2930 Chad Drive
Eugene, OR 974087382

Member Number: 10125
Invoice Date: 7/3/2023
Invoice Number: PO-LOW-I2023-00

Coverage	Description	Amount	Total
General Liability (Standard)	Contribution	\$13,499.34	
	Multi-Line Credit	(\$674.97)	
			\$12,824.37
Auto Liability	Contribution	\$1,309.74	
	Multi-Line Credit	(\$65.49)	
			\$1,244.25
Auto Physical Damage	Contribution	\$792.80	
	Multi-Line Credit	(\$39.64)	
			\$753.16
Property	Contribution	\$22,714.34	
	Multi-Line Credit	(\$1,135.72)	
			\$21,578.62
Optional Excess Liability	Not Purchased		\$0.00
Optional Excess Quake	Not Purchased		\$0.00
Optional Excess Flood	Not Purchased		\$0.00
Optional Excess Crime	Contribution	\$1,115.00	
			\$1,115.00
Optional Cyber Security	Contribution	\$1,200.00	
			\$1,200.00
Optional Excess Cyber Security	Not Purchased		\$0.00
Difference In Conditions	Not Purchased		\$0.00
Invoice Summary			
	Contribution	\$40,631.22	
	Multi-Line Credit	(\$1,915.82)	

\$38,715.40

Total includes Agent compensation of \$4,063.11

Balances are due by **08/17/2023**. Late fees may accrue thereafter.

ACH Payment to CIS: Wells Fargo (Salem, OR) / Routing ABA # 123006800 / Account # 9014017504
Please email payment date, amount, and invoice number(s) to accounting@cisoregon.org.

Make Checks Payable To: CIS / PO Box 6836, Portland, OR 97228-6836

Payment Questions? Contact Kelsie Perry at kperry@cisoregon.org or 503-763-3844.

Agenda Item Sheet

City of Lowell City Council

Type of item:	Resolution
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Item title/recommended action:

Motion to approve Resolution 812, "A resolution to correct Resolution 807 regarding the employee pay scale for the fiscal year beginning July 1, 2023."

Justification or background:

This resolution corrects two minor errors on the resolution that City Council approved in June for the employee merit increases. For more information, see the recitals section. For future years' budgets, staff recommend including a statement in the budget resolution that the budget approves a merit-step increase or a cost of living adjustment (whichever is applicable). The City Administrator will then sign off document employees' new pay for the budget year based on the approved budget. That is a more streamlined process, and it's in line with the City Administrator's authority, under the Lowell Revised Code, to control employee pay within budget limitations.

Budget impact:

N/A

Department or Council sponsor:

Administration

Attachments:

Resolution 812

Meeting date:	07/18/2023
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CITY OF LOWELL, OREGON

RESOLUTION 812

**A RESOLUTION TO CORRECT RESOLUTION 807 REGARDING
THE EMPLOYEE PAY SCALE FOR THE FISCAL YEAR BEGINNING
JULY 1, 2023.**

RECITALS:

This Resolution is necessary to clarify and correct Resolution 807, which set forth the pay steps for city employees for the 2023-2024 fiscal year.

Resolution 807 includes two errors. The first is that the amount listed in the Public Works Director's "current salary" column in Resolution 807's "Exhibit A" is incorrect. The second is that the amount listed in the Maintenance Worker's "proposed hourly wage" column in Resolution 807's "Exhibit A" is incorrect, but the proposed step is correct. This Resolution corrects those errors.

Due to rounding, there may be minor differences between the hourly rates listed in Resolution 807 and the pay scale currently in effect. This Resolution clears up those rounding differences by adopting a pay scale the fiscal year. This Resolution then identifies each employee's step for the 2023-2024 pay scale to reflect the merit step increase that's funded in the budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lowell as follows:

Section 1. Section 1 in Resolution 807 is rescinded.

Section 2. The pay scale in Exhibit A is adopted for the 2023-2024 fiscal year and will remain in effect until modified by future City Council action.

Section 3. Exhibit B is adopted to set forth the pay steps for city employees in the 2023-2024 fiscal year.

Section 3. This resolution is effective once approved by the City Council and signed by the Mayor.

[THIS SECTION LEFT INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW.]

Adopted by the City Council of the City of Lowell this 18th day of July 2023.

AYES: ____

NOES: ____

APPROVED:

Don Bennett, Mayor

ATTEST:

Jeremy Caudle, City Recorder

EXHIBIT A
Adopted 2023-2024 pay scale

No	Position	Step									
		1	2	3	4	5	6	7	8	9	10
1	City Administrator	Negotiated by Contract									
2	City Clerk	43,160	44,671	46,234	47,852	49,527	51,260	53,054	54,911	56,833	58,822
	Monthly	3,596.67	3,722.58	3,852.83	3,987.67	4,127.25	4,271.67	4,421.17	4,575.92	4,736.08	4,901.83
	Hourly	20.75	21.48	22.23	23.01	23.81	24.64	25.51	26.40	27.32	28.28
3	Public Works Director	63,649	65,877	68,183	70,569	73,039	75,595	78,241	80,979	83,813	86,746
	Monthly	5,304.08	5,489.75	5,681.92	5,880.75	6,086.58	6,299.58	6,520.08	6,748.25	6,984.42	7,228.83
	Hourly	30.60	31.67	32.78	33.93	35.11	36.34	37.62	38.93	40.29	41.70
4	Utility Worker II	49,005	50,720	52,495	54,332	56,234	58,202	60,239	62,347	64,529	66,788
	Monthly	4,083.75	4,226.67	4,374.58	4,527.67	4,686.17	4,850.17	5,019.92	5,195.58	5,377.42	5,565.67
	Hourly	23.56	24.38	25.24	26.12	27.04	27.98	28.96	29.97	31.02	32.11
5	Utility Worker I	44,200	45,747	47,348	49,005	50,720	52,495	54,332	56,234	58,202	60,239
	Monthly	3,683.33	3,812.25	3,945.67	4,083.75	4,226.67	4,374.58	4,527.67	4,686.17	4,850.17	5,019.92
	Hourly	21.25	21.99	22.76	23.56	24.38	25.24	26.12	27.04	27.98	28.96
6	Maintenance Worker	33,280	34,445	35,651	36,899	38,190	39,527	40,910	42,342	43,824	45,358
	Monthly	2,773.33	2,870.42	2,970.92	3,074.92	3,182.50	3,293.92	3,409.17	3,528.50	3,652.00	3,779.83
	Hourly	16.00	16.56	17.14	17.74	18.36	19.00	19.67	20.36	21.07	21.81
7	Librarian/Special Events	37,440	38,750	40,106	41,510	42,963	44,467	46,023	47,634	49,301	51,027
	Monthly	3,120.00	3,229.17	3,342.17	3,459.17	3,580.25	3,705.58	3,835.25	3,969.50	4,108.42	4,252.25
	Hourly	18.00	18.63	19.28	19.96	20.66	21.38	22.13	22.90	23.70	24.53
8	Temporary/Seasonal	33,280	34,445	35,651	36,899	38,190	39,527	40,910	42,342	43,824	45,358
	Monthly	2,773.33	2,870.42	2,970.92	3,074.92	3,182.50	3,293.92	3,409.17	3,528.50	3,652.00	3,779.83
	Hourly	16.00	16.56	17.14	17.74	18.36	19.00	19.67	20.36	21.07	21.81

EXHIBIT B
Adopted pay steps for employees for 2023-2024

Title	Employee Name	Adopted Step
City Clerk	Samantha Dragt	4
Public Works Director	Max Baker	8
Utility Worker I	Nicholas Harris	3
Utility Worker I	Hunter Harris	3
Maintenance Worker	Bob Daigneault	4
Librarian/Special Events	Peggy O'Kane	5
Temporary/Seasonal	VACANT	1

Agenda Item Sheet

City of Lowell City Council

Type of item:	Discussion
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Item title/recommended action:

Discussion on goal-setting session with City Council. – Discussion

Justification or background:

During the annual City Administrator performance evaluation process, the City Council noted that a summer goal-setting process is more appropriate than a winter goal-setting process. The purpose of the goal-setting process is to identify City Council's short- and long-term priorities. By identifying these priorities in the summer, the City Administrator will have a year or so to work towards those goals in time for the evaluation that concludes in June of each year. This is on the agenda for staff to receive further direction from City Council on the timing and process for the goal-setting meeting.

Budget impact:

N/A

Department or Council sponsor:

Administration

Attachments:

N/A

Meeting date:	07/18/2023
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