

**Lowell City Council**  
**Regular Meeting**  
**Tuesday, November 15, 2022 at 7:00 p.m.**

**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](http://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](mailto: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. Check register for October 2022

#### 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. Police Report

### Public Hearings

### Old Business

### New Business

1. Motion to approve an "Agreement for engineering services" with Civil West Engineering and to authorize the City Administrator to sign. – Discussion/ Possible action
2. First reading of Ordinance #307, "An ordinance to amend sections 2.505, 2.506, 2.507, and 2.634 of the Lowell Revised Code relating to the Lowell public library concept of operations and power and duties of the Library Committee." – Discussion/ Possible action
  - a. Motion to hold first reading
  - b. Motion to schedule second reading and approval
3. First reading of Ordinance #308, "An ordinance to amend section 5.106 of the Lowell Revised Code relating to open burning." – Discussion/ Possible action
  - a. Motion to hold first reading
  - b. Motion to schedule second reading and approval
4. Motion to approve Resolution #794, "A resolution adopting policies for the Maggie Osgood Library." – Discussion/ Possible action
5. Review letter from Oregon League of Cities regarding homelessness response and prevention services. – Discussion/ Possible action

## **City Council Meeting Agenda**

### Other Business

1. Report from City Administrator on cancelling Crestview Estates storm drainage procurement from November 1 City Council meeting and rebidding the project – Discussion

### Mayor Comments

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

### Adjourn

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
<b>17214</b>								
17214	Alpine Heating & Air Condit	42020235	1	New Heat Pump System- Library	110-410-8225	.00	9,319.04	9,319.04
17214	Alpine Heating & Air Condit	42020235	2	New Heat Pump System- City Hall	110-450-8225	.00	2,912.20	2,912.20
17214	Alpine Heating & Air Condit	42020235	3	New Heat Pump System- Confere	110-410-8225	.00	2,329.76	2,329.76
Total 17214:						.00		14,561.00
<b>17215</b>								
17215	Banner Bank	MAX SEPT 2	1	Salt for Water Plant	230-490-6750	.00	94.12	94.12
17215	Banner Bank	MAX SEPT 2	2	Hose and Hose repair Parts	240-490-6234	.00	410.67	410.67
Total 17215:						.00		504.79
<b>17216</b>								
17216	Caudle, Jeremy	COMMUNITY	1	Bridgetown market - Water for Pu	110-410-6234	.00	6.19	6.19
17216	Caudle, Jeremy	COMMUNITY	2	Fred Meyer- Pasteries & serving it	110-410-6234	.00	83.63	83.63
Total 17216:						.00		89.82
<b>17217</b>								
17217	Charter Communications	0017273090	1	Internet	240-490-6435	.00	127.98	127.98
Total 17217:						.00		127.98
<b>17218</b>								
17218	City of Lowell	SEPT 22 WA	1	Water Service	110-410-6420	.00	114.52	114.52
17218	City of Lowell	SEPT 22 WA	2	Water Service	110-420-6420	.00	1,742.60	1,742.60
17218	City of Lowell	SEPT 22 WA	3	Water Service	110-450-6420	.00	8.05	8.05
17218	City of Lowell	SEPT 22 WA	4	Water Service	220-490-6420	.00	3.22	3.22
17218	City of Lowell	SEPT 22 WA	5	Water Service	230-490-6420	.00	78.09	78.09
17218	City of Lowell	SEPT 22 WA	6	Water Service	240-490-6420	.00	590.12	590.12
17218	City of Lowell	SEPT 22 WA	7	Sewer Service	110-410-6425	.00	245.06	245.06
17218	City of Lowell	SEPT 22 WA	8	Sewer Service	110-420-6425	.00	134.28	134.28
17218	City of Lowell	SEPT 22 WA	9	Sewer Service	110-450-6425	.00	16.79	16.79
17218	City of Lowell	SEPT 22 WA	10	Sewer Service	220-490-6425	.00	6.71	6.71
17218	City of Lowell	SEPT 22 WA	11	Sewer Service	230-490-6425	.00	67.13	67.13
17218	City of Lowell	SEPT 22 WA	12	Sewer Service	240-490-6425	.00	604.26	604.26
Total 17218:						.00		3,610.83
<b>17219</b>								
17219	Colyer Asphalt	LOWELL LIB	1	Seal Coating/Crack Sealing - City	110-410-8225	.00	2,220.00	2,220.00
17219	Colyer Asphalt	LOWELL LIB	2	Seal Coating/Crack Sealing - Libr	110-450-8225	.00	5,180.00	5,180.00
Total 17219:						.00		7,400.00
<b>17220</b>								
17220	Lane Electric Cooperative	SEPT 2022	1	Electricity	110-410-6430	.00	191.70	191.70
17220	Lane Electric Cooperative	SEPT 2022	2	Electricity	110-420-6430	.00	158.76	158.76
17220	Lane Electric Cooperative	SEPT 2022	3	Electricity	110-450-6430	.00	25.06	25.06
17220	Lane Electric Cooperative	SEPT 2022	4	Electricity	110-470-6326	.00	66.11	66.11

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
17220	Lane Electric Cooperative	SEPT 2022	5	Electricity	220-490-6430	.00	10.02	10.02
17220	Lane Electric Cooperative	SEPT 2022	6	Electricity	230-490-6430	.00	1,615.58	1,615.58
17220	Lane Electric Cooperative	SEPT 2022	7	Electricity	240-490-6430	.00	2,016.11	2,016.11
17220	Lane Electric Cooperative	SEPT 2022	8	Electricity	312-490-6430	.00	1,079.50	1,079.50
Total 17220:						.00		5,162.84
<b>17221</b>								
17221	LiftOff LLC	6482ADD5	1	Office 365	110-410-6122	.00	69.00	69.00
17221	LiftOff LLC	6482ADD5	2	Office 365	110-450-6122	.00	16.56	16.56
17221	LiftOff LLC	6482ADD5	3	Office 365	220-490-6122	.00	24.84	24.84
17221	LiftOff LLC	6482ADD5	4	Office 365	230-490-6122	.00	69.00	69.00
17221	LiftOff LLC	6482ADD5	5	Office 365	240-490-6122	.00	69.00	69.00
17221	LiftOff LLC	6482ADD5	6	Office 365	312-490-6122	.00	27.60	27.60
Total 17221:						.00		276.00
<b>17222</b>								
17222	Lowell Mini Storage	10/4/2022	1	Storage Rental Unit #L029	314-490-6705	.00	80.00	80.00
Total 17222:						.00		80.00
<b>17223</b>								
17223	Lowell School District	CET Q1 22-2	1	CET Tax	110-2515	.00	1,706.89	1,706.89
Total 17223:						.00		1,706.89
<b>17224</b>								
17224	Nichols, Layli	SEPT 2022	1	Consulting Services	110-410-6114	.00	728.00	728.00
17224	Nichols, Layli	SEPT 2022	2	Consulting Services	312-490-6114	.00	455.00	455.00
17224	Nichols, Layli	SEPT 2022	3	Consulting Services	230-490-6114	.00	455.00	455.00
17224	Nichols, Layli	SEPT 2022	4	Consulting Services	240-490-6114	.00	182.00	182.00
Total 17224:						.00		1,820.00
<b>17225</b>								
17225	Northwest Code Profession	SURCHARG	1	Building Permit Cost July	220-490-6150	.00	316.68	316.68
17225	Northwest Code Profession	SURCHARG	2	Building Permit Cost August	220-490-6150	.00	210.96	210.96
17225	Northwest Code Profession	SURCHARG	3	Building Permit Cost September	220-490-6150	.00	41.64	41.64
17225	Northwest Code Profession	SURCHARG	4	Electrical Permit Cost July	220-490-6152	.00	14.88	14.88
17225	Northwest Code Profession	SURCHARG	5	Electrical Permit Cost August	220-490-6152	.00	94.32	94.32
17225	Northwest Code Profession	SURCHARG	6	Electrical Permit Cost September	220-490-6152	.00	73.20	73.20
Total 17225:						.00		751.68
<b>17226</b>								
17226	O'Kane, Peggy	PAYROLLER	1	Overpayment of Payroll Error	110-2525	.00	9.15	9.15
Total 17226:						.00		9.15
<b>17227</b>								
17227	OR DEQ - DEQ-CRIS	USTC23-020	1	Administrative Activities for 205 E	110-440-8225	.00	427.31	427.31
Total 17227:						.00		427.31

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
<b>17228</b>								
17228	Peterson	SW29007840	1	Annual inspection and Load Test	230-490-6324	.00	2,587.04	2,587.04
17228	Peterson	SW29007840	2	Annual Inspection and Load Test	240-490-6324	.00	530.00	530.00
17228	Peterson	SW29007863	1	Troubleshooting Alarms for Coola	230-490-6324	.00	1,837.14	1,837.14
Total 17228:						.00		4,954.18
<b>17229</b>								
17229	Renewable Resource Grou	151839,1518	1	Invoice 151840 BOD TSS and E-	240-490-6755	.00	258.30	258.30
17229	Renewable Resource Grou	151839,1518	2	Invoice 151841 BOD TSS & E-Col	240-490-6755	.00	258.30	258.30
17229	Renewable Resource Grou	151839,1518	3	Invoice 151967 BOD TSS	240-490-6755	.00	196.20	196.20
17229	Renewable Resource Grou	151839,1518	4	Invoice 151839 Bac-T TOC & Alka	230-490-6755	.00	228.60	228.60
Total 17229:						.00		941.40
<b>17230</b>								
17230	Samantha Dragt	OAMR 2022	1	Best Western - OAMR Conferenc	110-440-6240	.00	388.17	388.17
17230	Samantha Dragt	OAMR 2022	2	Milage reimburse .625 per mile 22	110-480-6240	.00	142.50	142.50
Total 17230:						.00		530.67
<b>17231</b>								
17231	Segarra Law, LLC	SEPT 2022 C	1	Municipal Court Judge	110-480-6120	.00	200.00	200.00
Total 17231:						.00		200.00
<b>17232</b>								
17232	Southside Bank	OCT 2022	1	Main Street Property Interest	110-800-7510	.00	667.28	667.28
Total 17232:						.00		667.28
<b>17233</b>								
17233	Sunbelt Rentals	130383308-0	1	Generator rental for Towers	230-490-6330	.00	782.34	782.34
Total 17233:						.00		782.34
<b>17234</b>								
17234	The Automation Group Inc	J000545	1	PC For Scada - Emergency Procu	230-490-6324	.00	5,069.60	5,069.60
Total 17234:						.00		5,069.60
<b>17235</b>								
17235	O'Kane, Peggy	MOVING P.O	1	Moving Expenses - UHaul Truck r	110-450-6240	.00	603.19	603.19
17235	O'Kane, Peggy	MOVING P.O	2	Moving Expenses - Lower Packin	110-450-6240	.00	25.50	25.50
17235	O'Kane, Peggy	MOVING P.O	3	Moving Expenses - Lowes Packin	110-450-6240	.00	83.98	83.98
17235	O'Kane, Peggy	USED BOOK	1	Rundhouse Fund - Beyond the Ra	110-450-8375	.00	115.00	115.00
17235	O'Kane, Peggy	USED BOOK	2	Roundhouse Fund- Well-Read Bo	110-450-8375	.00	15.00	15.00
Total 17235:						.00		842.67
<b>17236</b>								
17236	Boulder Creek Excavation	5249	1	Trenching water line to find valve	230-490-6330	.00	845.00	845.00
Total 17236:						.00		845.00

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
<b>17237</b>								
17237	Bridge Town Market	SEPTEMBE	1	Fuel for Mower and 2017 Ram	110-420-6710	.00	186.91	186.91
17237	Bridge Town Market	SEPTEMBE	2	propane for WTP	230-490-6234	.00	19.98	19.98
Total 17237:						.00		206.89
<b>17238</b>								
17238	Caselle	120266	1	Contract Support and Maintenanc	110-410-6122	.00	219.03	219.03
17238	Caselle	120266	2	Contract Support and Maintenanc	110-420-6122	.00	86.15	86.15
17238	Caselle	120266	3	Contract Support and Maintenanc	110-440-6122	.00	16.87	16.87
17238	Caselle	120266	4	Contract Support and Maintenanc	110-450-6122	.00	46.13	46.13
17238	Caselle	120266	5	Contract Support and Maintenanc	220-490-6122	.00	22.10	22.10
17238	Caselle	120266	6	Contract Support and Maintenanc	230-490-6122	.00	400.37	400.37
17238	Caselle	120266	7	Contract Support and Maintenanc	240-490-6122	.00	400.37	400.37
17238	Caselle	120266	8	Contract Support and Maintenanc	312-490-6122	.00	82.38	82.38
17238	Caselle	120266	9	Contract Support and Maintenanc	314-490-6122	.00	11.60	11.60
Total 17238:						.00		1,285.00
<b>17239</b>								
17239	Caudle, Jeremy	OEDA 2022	1	EZ Thai - Dinner 10/9/2022	110-410-6240	.00	18.75	18.75
17239	Caudle, Jeremy	OEDA 2022	2	Mill Casino - OEDA Conference H	110-410-6240	.00	385.50	385.50
17239	Caudle, Jeremy	OEDA 2022	3	Milage Reimbursement 234 miles	110-480-6240	.00	146.25	146.25
Total 17239:						.00		550.50
<b>17240</b>								
17240	Century Link	AUGUST/SE	1	Telephone Service	230-490-6440	.00	212.82	212.82
17240	Century Link	AUGUST/SE	2	Telephone Service	240-490-6440	.00	101.41	101.41
17240	Century Link	OCTOBER 2	1	Telephone Service	110-410-6440	.00	59.13	59.13
17240	Century Link	OCTOBER 2	2	Telephone Service	220-490-6440	.00	5.89	5.89
17240	Century Link	OCTOBER 2	3	Internet Service	230-490-6435	.00	7.23	7.23
Total 17240:						.00		386.48
<b>17241</b>								
17241	Charter Communications	0017273100	1	Internet	240-490-6435	.00	257.87	257.87
Total 17241:						.00		257.87
<b>17242</b>								
17242	City of Oakridge	OCT2022/00	1	Police Service	110-430-6118	.00	2,673.99	2,673.99
Total 17242:						.00		2,673.99
<b>17243</b>								
17243	Civil West Engineering Ser	2101.001.00	1	Water tank inspection & 3 phase p	230-490-6116	.00	713.00	713.00
17243	Civil West Engineering Ser	2101.001.00	2	Use Prepaid	230-1550	.00	247.50-	247.50-
17243	Civil West Engineering Ser	2101.015.00	1	Waste Water Facilities Plan	440-490-6128	.00	3,666.60	3,666.60
17243	Civil West Engineering Ser	2101.020.00	1	Water Master Plan	430-490-6128	.00	9,994.38	9,994.38
Total 17243:						.00		14,126.48
<b>17244</b>								
17244	Civil West Engineering Ser	2101.001.00	1	Lake Town Subdivision	110-440-6116	.00	1,980.00	1,980.00
17244	Civil West Engineering Ser	2101.001.00	2	Use Prepaid	110-1550	.00	549.76-	549.76-

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
17244	Civil West Engineering Ser	2101.015.00	1	Waste Water Facilities Plan	440-490-6128	.00	1,292.05	1,292.05
17244	Civil West Engineering Ser	2101.020.01	1	Water Master Plan	430-490-6128	.00	5,103.00	5,103.00
Total 17244:						.00		7,825.29
<b>17245</b>								
17245	Civil West Engineering Ser	2101.001.00	1	Sewer Easement Review	240-490-6116	.00	3,396.25	3,396.25
17245	Civil West Engineering Ser	2101.001.00	2	Use Prepaid	240-1550	.00	640.25	640.25
17245	Civil West Engineering Ser	2101.001.00	1	Street Sign Details	312-490-6116	.00	165.00	165.00
17245	Civil West Engineering Ser	2101.001.00	1	Send Bond Forms to Jeremy	110-440-6116	.00	82.50	82.50
17245	Civil West Engineering Ser	2101.001.00	1	Sunset Hills Subdivision	110-440-6116	.00	165.00	165.00
17245	Civil West Engineering Ser	2101.001.00	1	Crestview Subdivision	110-440-6116	.00	577.50	577.50
17245	Civil West Engineering Ser	2101.001.00	1	School Dist #71 Weight Room Ex	110-440-6116	.00	742.50	742.50
17245	Civil West Engineering Ser	2101.015.01	1	Waste Water Facilities Plan	240-490-6116	.00	636.50	636.50
17245	Civil West Engineering Ser	2101.021.00	1	Parks SDC Update	410-490-6714	.00	443.50	443.50
17245	Civil West Engineering Ser	2101.021.00	2	Water SDC Update	430-490-6128	.00	443.50	443.50
Total 17245:						.00		6,012.00
<b>17246</b>								
17246	Correct Equipment, Inc.	47766	1	Rotor for Wasting Pump	240-490-6324	.00	1,412.33	1,412.33
Total 17246:						.00		1,412.33
<b>17247</b>								
17247	Federal Security	061711,0618	1	Invoice 061711 City Hall allocation	110-410-8335	.00	11.98	11.98
17247	Federal Security	061711,0618	2	Invoice 061711 - Library Allocation	110-450-8335	.00	27.97	27.97
17247	Federal Security	061711,0618	3	Invoice 061891 City Hall Allocatio	110-410-8335	.00	151.50	151.50
17247	Federal Security	061711,0618	4	Invoice 061891 - Library Allocatio	110-450-8335	.00	353.50	353.50
17247	Federal Security	061711,0618	5	Invoice 061469 - City Hall Allocati	110-410-8335	.00	502.50	502.50
17247	Federal Security	061711,0618	6	Invoice 061469 Library Allocation	110-450-8335	.00	1,172.50	1,172.50
17247	Federal Security	061711,0618	7	Invoice 060959 - City Hall Allocati	110-410-8335	.00	999.00	999.00
17247	Federal Security	061711,0618	8	Invoice 060959 Library Allocation	110-450-8335	.00	2,331.00	2,331.00
17247	Federal Security	061711,0618	9	Invoice 060958 - City Hall Allocati	110-410-8335	.00	618.30	618.30
17247	Federal Security	061711,0618	10	Invoice 060958 Library Allocation	110-450-8335	.00	1,442.70	1,442.70
Total 17247:						.00		7,610.95
<b>17248</b>								
17248	Hunter Communications	252866	1	Internet Service	110-410-6435	.00	120.21	120.21
17248	Hunter Communications	252866	2	Internet Service	110-450-6435	.00	46.24	46.24
17248	Hunter Communications	252866	3	Internet Service	220-490-6435	.00	18.49	18.49
Total 17248:						.00		184.94
<b>17249</b>								
17249	OHA Drinking Water Servic	WMP2022	1	PWS ID # 4100492 - Water Waste	230-490-6128	.00	4,125.00	4,125.00
Total 17249:						.00		4,125.00
<b>17250</b>								
17250	One Call Concepts	2090416	1	Fee for Locates	230-490-6712	.00	9.60	9.60
17250	One Call Concepts	2090416	2	Fee for Locates	240-490-6712	.00	9.60	9.60
Total 17250:						.00		19.20

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
<b>17251</b>								
17251	Pacific Office Automation In	5022058260	1	Postage Machine	110-410-6128	.00	41.69	41.69
17251	Pacific Office Automation In	5022058260	2	Postage Machine	230-490-6128	.00	83.37	83.37
17251	Pacific Office Automation In	5022058260	3	Postage Machine	240-490-6128	.00	83.37	83.37
Total 17251:						.00		208.43
<b>17252</b>								
17252	Page Freezer Software, Inc	INV-12533	1	Webpage	110-410-6122	.00	1,306.80	1,306.80
Total 17252:						.00		1,306.80
<b>17253</b>								
17253	Peterson	SW29007952	1	Battery for Generator at Sewer PI	240-490-6324	.00	1,149.04	1,149.04
Total 17253:						.00		1,149.04
<b>17254</b>								
17254	Renewable Resource Grou	152075,1522	1	Invoice 152075 E Coli	240-490-6755	.00	62.10	62.10
17254	Renewable Resource Grou	152075,1522	2	Invoice 152208 BOD TSS	240-490-6755	.00	196.20	196.20
17254	Renewable Resource Grou	152075,1522	3	Invoice 152357 BOD TSS, E-Coli	240-490-6755	.00	258.30	258.30
17254	Renewable Resource Grou	152075,1522	4	Invoice 152291 Bac-T	230-490-6755	.00	45.90	45.90
17254	Renewable Resource Grou	152075,1522	5	Invoice 152356, IOC, SOC, VOC	230-490-6755	.00	2,124.00	2,124.00
Total 17254:						.00		2,686.50
<b>17255</b>								
17255	Sanders, Tim	97	1	Monthly DRC Collection Fee	240-490-6128	.00	300.00	300.00
Total 17255:						.00		300.00
<b>17256</b>								
17256	SaniPac	4331717S01	1	Refuse Services	230-490-6445	.00	47.45	47.45
17256	SaniPac	4331717S01	2	Refuse Services	240-490-6445	.00	47.46	47.46
Total 17256:						.00		94.91
<b>17257</b>								
17257	TPJUW, PC	TPJUW 4888	1	Legal Services - Property Dispute	110-440-6128	.00	1,558.00	1,558.00
Total 17257:						.00		1,558.00
<b>17258</b>								
17258	U.S. Equipment Finance	48398804	1	Copier Contract	110-410-6124	.00	147.98	147.98
Total 17258:						.00		147.98
<b>17259</b>								
17259	USA Blue Book	132416	1	Filter paper for sewer plant	240-490-6750	.00	256.93	256.93
Total 17259:						.00		256.93
<b>17260</b>								
17260	Verizon Wireless	9916460332	1	Cell Phone, tablet	230-490-6440	.00	89.91	89.91
17260	Verizon Wireless	9916460332	2	Cell Phone, tablet	230-490-6440	.00	107.95	107.95
17260	Verizon Wireless	9916460332	3	Cell Phone	240-490-6440	.00	67.94	67.94

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 17260:						.00		265.80
<b>17261</b>								
17261	Wilson Architecture	21031.12	1	Library Renovation Project - City	110-450-8225	.00	272.00	272.00
17261	Wilson Architecture	21031.12	2	Library Renovation Project - Librar	110-450-8225	.00	1,088.00	1,088.00
Total 17261:						.00		1,360.00
Grand Totals:						.00		107,372.74

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
110-1550	.00	549.76-	549.76-
110-2125	549.76	49,529.36-	48,979.60-
110-2515	1,706.89	.00	1,706.89
110-2525	9.15	.00	9.15
110-410-6114	728.00	.00	728.00
110-410-6122	1,594.83	.00	1,594.83
110-410-6124	147.98	.00	147.98
110-410-6128	41.69	.00	41.69
110-410-6234	89.82	.00	89.82
110-410-6240	404.25	.00	404.25
110-410-6420	114.52	.00	114.52
110-410-6425	245.06	.00	245.06
110-410-6430	191.70	.00	191.70
110-410-6435	120.21	.00	120.21
110-410-6440	59.13	.00	59.13
110-410-8225	13,868.80	.00	13,868.80
110-410-8335	2,283.28	.00	2,283.28
110-420-6122	86.15	.00	86.15
110-420-6420	1,742.60	.00	1,742.60
110-420-6425	134.28	.00	134.28
110-420-6430	158.76	.00	158.76
110-420-6710	186.91	.00	186.91
110-430-6118	2,673.99	.00	2,673.99
110-440-6116	3,547.50	.00	3,547.50
110-440-6122	16.87	.00	16.87
110-440-6128	1,558.00	.00	1,558.00
110-440-6240	388.17	.00	388.17
110-440-8225	427.31	.00	427.31
110-450-6122	62.69	.00	62.69
110-450-6240	712.67	.00	712.67
110-450-6420	8.05	.00	8.05
110-450-6425	16.79	.00	16.79
110-450-6430	25.06	.00	25.06
110-450-6435	46.24	.00	46.24
110-450-8225	9,452.20	.00	9,452.20
110-450-8335	5,327.67	.00	5,327.67
110-450-8375	130.00	.00	130.00
110-470-6326	66.11	.00	66.11
110-480-6120	200.00	.00	200.00

GL Account	Debit	Credit	Proof
110-480-6240	288.75	.00	288.75
110-800-7510	667.28	.00	667.28
220-2125	.00	842.95-	842.95-
220-490-6122	46.94	.00	46.94
220-490-6150	569.28	.00	569.28
220-490-6152	182.40	.00	182.40
220-490-6420	3.22	.00	3.22
220-490-6425	6.71	.00	6.71
220-490-6430	10.02	.00	10.02
220-490-6435	18.49	.00	18.49
220-490-6440	5.89	.00	5.89
230-1550	.00	247.50-	247.50-
230-2125	247.50	21,715.22-	21,467.72-
230-490-6114	455.00	.00	455.00
230-490-6116	713.00	.00	713.00
230-490-6122	469.37	.00	469.37
230-490-6128	4,208.37	.00	4,208.37
230-490-6234	19.98	.00	19.98
230-490-6324	9,493.78	.00	9,493.78
230-490-6330	1,627.34	.00	1,627.34
230-490-6420	78.09	.00	78.09
230-490-6425	67.13	.00	67.13
230-490-6430	1,615.58	.00	1,615.58
230-490-6435	7.23	.00	7.23
230-490-6440	410.68	.00	410.68
230-490-6445	47.45	.00	47.45
230-490-6712	9.60	.00	9.60
230-490-6750	94.12	.00	94.12
230-490-6755	2,398.50	.00	2,398.50
240-1550	.00	640.25-	640.25-
240-2125	640.25	13,878.61-	13,238.36-
240-490-6114	182.00	.00	182.00
240-490-6116	4,032.75	.00	4,032.75
240-490-6122	469.37	.00	469.37
240-490-6128	383.37	.00	383.37
240-490-6234	410.67	.00	410.67
240-490-6324	3,091.37	.00	3,091.37
240-490-6420	590.12	.00	590.12
240-490-6425	604.26	.00	604.26
240-490-6430	2,016.11	.00	2,016.11
240-490-6435	385.85	.00	385.85
240-490-6440	169.35	.00	169.35
240-490-6445	47.46	.00	47.46
240-490-6712	9.60	.00	9.60
240-490-6750	256.93	.00	256.93
240-490-6755	1,229.40	.00	1,229.40
312-2125	.00	1,809.48-	1,809.48-
312-490-6114	455.00	.00	455.00
312-490-6116	165.00	.00	165.00
312-490-6122	109.98	.00	109.98
312-490-6430	1,079.50	.00	1,079.50
314-2125	.00	91.60-	91.60-
314-490-6122	11.60	.00	11.60
314-490-6705	80.00	.00	80.00
410-2125	.00	443.50-	443.50-
410-490-6714	443.50	.00	443.50
430-2125	.00	15,540.88-	15,540.88-

GL Account	Debit	Credit	Proof
430-490-6128	15,540.88	.00	15,540.88
440-2125	.00	4,958.65-	4,958.65-
440-490-6128	4,958.65	.00	4,958.65
Grand Totals:	<u>110,247.76</u>	<u>110,247.76-</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

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**To:** Mayor Bennett and City Council  
**From:** Jeremy Caudle, City Administrator  
**Date:** Friday, November 11, 2022  
**Re:** Administrator's report for November

# MEMO

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This City Administrator's report covers activities since the October 18 regular meeting. A summary of major activities is as follows:

## **Library/city hall renovation project.**

1. The move-in date is Friday, November 18. City Hall will be open for business the following Monday.

## **E. Main Street property**

1. I am scheduled to meet with DEQ representatives on November 16 to discuss the steps needed to obtain a "no further action" letter. Joining me in the meeting will be the city's real estate broker, the buyer and his representative, and the environmental consultant that the city hired on this project.
2. I have a meeting with a representative from the Business Oregon brownfields program on November 14. Business Oregon provides funding for environmental clean-up associated with economic development efforts. At the meeting, I will discuss the issues and goals with the E. Main Street property, along with possibilities for obtaining funding in case additional work will be required.

## **Other items.**

1. On November 2, the Planning Commission approved a site plan review for a mixed-use development on N. Shore Drive.
2. On November 3, I continued negotiations with Sanipac on a franchise agreement. The next step for them is to submit a proposed schedule of fees for garbage and recycling collection service in the city. Once I have this information, I will schedule a presentation from them at a City Council meeting prior to holding a first reading on the franchise ordinance.
3. The Parks Committee met on November 3. At the meeting, committee member Tony Moreci volunteered to build replacement benches for Paul Fisher Park. On November 8, Tony and I went to Jerry's Home Improvement in Springfield where I purchased

the lumber and other materials that he needs to build the benches. The Parks Committee wanted to use a composite material. The vendor, however, was going to charge a \$700 delivery fee. The Parks Committee decided that it would be more cost effective to use pressure treated lumber, instead, which is what I purchased.

4. I went to the LOC Small Cities meeting in Brownsville on November 9. At the meeting, the LOC lobbyist discussed legislative priorities, including initiatives to address homelessness. Our Regional Manager with Business Oregon was there. She discussed the Infrastructure Investment and Jobs Act. All funding from this legislation will flow through existing programs. I informed the Regional Manager that the city is in the process of updating our water and sewer master plans. She encouraged me to set up a call with her to discuss how the city can fund the recommendations from the plans with funding from this legislation.
5. On November 10, I attended a webinar on Oregon's Recycling Modernization Act. Slides from the presentation are available here: <https://www.oregon.gov/deq/recycling/Documents/reclGoutreachPres.pdf>. This pertains to us since we are currently negotiating a franchise agreement with a solid waste hauler. The franchise agreement must comply with the law's requirements. The only requirement for us, since we are less than 4,000 population, is ensuring that recyclables are directed to a state certified processor. There are also optional programs we can undertake that would qualify us for grant funding, in case increasing recycling and reducing waste is a priority for us.
6. I have contacted 3 fence companies regarding the section of 70 N. Pioneer St. that the city intends to sell. Representatives from all 3 companies visited the site, and I am waiting on the third quote. I asked each company to remove the fence on the side of the property along Hyland Ln. I also asked them to install new fencing along the rear property line and to add privacy slats. My priority in selecting a vendor is how quickly they can add us to their schedule. If the vendor who can add us the quickest provides a quote that is less than \$5,000, then I will approve the work. Once this work is completed, I will obtain an appraisal on the property. Then, I will request approval from City Council to sell this property. All the proceeds from the sale are to be directed towards our loan for the 70 N. Pioneer St. construction.
7. The city's contract accountant and I have reviewed our projected ending expenditures for the 70 N. Pioneer St. project. We estimate that we will have \$20,000 of ARPA funding remaining. I want to direct that towards purchasing office furniture. I have asked our contract accountant to finalize her projections, which I will then present to City Council. Staff have also prepared a list of furniture needs, along with their preferred vendors. Once I have the information from our accountant, I will ask for City Council approval to purchase the new furniture.
8. I have a webinar scheduled for November 15 with the Oregon State Archives. The webinar is about the Oregon Records Management Solutions program with the State Archives. The ORMS provides records digitization and management through a vendor

that the Oregon State Archives selected. The vendor can also assist with digitization records and inputting them into their database. This may be an option for us to address our limited storage at the new facility. Participating organizations pay for the service through a monthly subscription. The ORMS program is managed through the State of Oregon, the city would not be required to obtain quotes from other records digitization services if we decided to select this option.

9. The Planning Commission will meet on November 16 to decide on 3 land use applications. Each of these applications is related to a proposed Dollar General store and multi-family development on N. Moss St. One of the applications is related to rezoning the property. The Planning Commission will make a recommendation on the rezoning request. The recommendation will go to City Council at your first December meeting for a decision.
10. RAIN held an entrepreneur open house on November 7 at Stomping Grounds. Two residents who are partnering in an online jewelry business attended, in addition to representatives from Banner Bank, Bridgeway Contracting, and Lane Workforce. I intend to work with our RAIN Venture Catalyst over the next few months to increase awareness in the Lowell community of the services that they offer.

## LOWELL PATROL LOG October 2022

DATE	OFFICERS	START TIME	END TIME	# HOURS	CONTACTS	ARRESTS	CITES	WARNINGS	CALLS	REPORT #
3-Oct	404	19:40	20:40	1:00						
7-Oct	410	14:30	16:30	2:00						
7-Oct	411	14:30	16:30	2:00						
7-Oct	410	17:15	21:30	4:15						
7-Oct	411	17:15	21:30	4:15						
9-Oct	410	16:00	17:30	1:30						
9-Oct	410	18:15	18:45	0:30						
14-Oct	410	15:00	23:30	8:30						
14-Oct	413	15:00	23:30	8:30						
16-Oct	404	9:30	11:00	1:30						
16-Oct	410	12:00	13:15	1:15						
18-Oct	402	16:30	18:00	1:30						
19-Oct	401	19:30	22:30	3:00						
21-Oct	410	15:45	20:30	4:45						
25-Oct	403	22:30	23:30	1:00						
28-Oct	410	15:00	17:00	2:00						
28-Oct	411	15:00	17:00	2:00						
28-Oct	410	19:30	20:30	1:00						
28-Oct	411	19:30	20:30	1:00						
30-Oct	410	13:00	14:00	1:00						

				52.5
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TRAFFIC VIOLATIONS	CITATION	WARN
SPEED		
DWS		
FAIL TO SIGNAL		
STOP VIOLATIONS		1
OTHER MOVING		2

DATE	TIME	DESCRIPTION
7-Oct	18:11	Traffic Stop
	17:18	Traffic Stop
14-Oct	19:24	Traffic Stop

# Agenda Item Sheet

## City of Lowell City Council

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Type of item:	Contract
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**Item title/recommended action:**

Motion to approve an "Agreement for engineering services" with Civil West Engineering and to authorize the City Administrator to sign. – Discussion/ Possible action

**Justification or background:**

The City awarded a 3-year contract to Civil West Engineering in 2019 through a competitive request for proposals process. The contract expires this month, and staff recommend renewing the contract with Civil West Engineering. The City Attorney and City Engineer have both requested that we change the renewal contract. The reason for the change is the the "Exhibit A" in the original contract is intended to construction contracts, not consulting contracts. The renewal contract maintains the "Expectations and assumptions" exhibit from the original contract. The renewal contract also has an updated fee schedule. This renewal will be for an additional 3-year term.

**Budget impact:**

Will vary depending on the work provided. Exhibit A provides and hourly rate schedule.

**Department or Council sponsor:**

Public Works

**Attachments:**

"Agreement for engineering services"; 2019 contract

Meeting date:	11/15/2022
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## **AGREEMENT FOR ENGINEERING SERVICES**

This Agreement, made this \_\_\_\_ day of \_\_\_\_ (Effective Date of Agreement), by and between the \_\_\_\_\_ (“OWNER”) and **Civil West Engineering Services, Inc.**, (“ENGINEER”), collectively, “Parties”:

### **RECITALS**

- The OWNER desires general miscellaneous professional engineering services to meet the needs of the OWNER and to serve as the OWNER’s Engineer.
- ENGINEER agrees to perform the various professional engineering services for the design and construction of projects as directed, and to perform general miscellaneous OWNER engineering as directed by the OWNER.
- Consideration for this Agreement includes the mutual covenants and promises given herein, which are the whole consideration.

### **A. Term**

The OWNER intends to enter into an agreement with the ENGINEER for with a contract term of 3 years and the ability to extend the term up to an additional two years for a total of five years. This Agreement shall be effective from the Effective Date of Agreement and shall continue until terminated in accordance with section J.

### **B. Engineering Services**

#### **B.1 Basic Engineering Services**

B.1.1 ENGINEER will conduct basic engineering services necessary to properly plan, design, bid, manage and inspect construction for the completion of projects as requested by OWNER. The scope of services for any specific task or project shall be as agreed upon by the OWNER and ENGINEER. OWNER or ENGINEER may request a separate Agreement or Agreement Amendment for larger projects.

B.1.2 ENGINEER will perform miscellaneous engineering tasks as directed by OWNER.

B.1.3 ENGINEER will attend meetings with the OWNER, or other interested parties as may be reasonably necessary. ENGINEER will cooperate and work closely with the OWNER.

B.1.4 ENGINEER will furnish copies of all preliminary documents for projects to the OWNER for review and comment prior to finalization.

B.1.5 ENGINEER will obtain OWNER approval prior to utilizing any sub-consultants.

B.1.6 ENGINEER will comply with applicable laws and regulations in the performance of the work and shall obtain regulatory approval of any system improvement design. OWNER will pay any required permit and regulatory review fees.

B.1.7 ENGINEER shall maintain confidentiality of any private confidential information and any public information which is exempt from disclosure under state or federal law to which the ENGINEER may have access by reason of this Agreement. ENGINEER warrants that its employees assigned to work on services provided in this Agreement shall maintain confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

**C. Compensation**

**C.1 Basic Engineering Services**

**C.1.1 Miscellaneous Services**

The OWNER shall compensate the ENGINEER for approved general miscellaneous services on a time and materials basis in accordance with the standard rate schedule shown in Exhibit A. ENGINEER may update and modify Exhibit A annually, each January, to compensate for inflation and other factors. Owner must approve all annual updates to Exhibit A.

**C.1.2 Project Specific Services – Engineering Scope-Based Services**

The OWNER shall compensate the ENGINEER for project specific services based upon a lump sum fee not to exceed as arranged for the project and approved by the OWNER. The ENGINEER shall prepare an Engineering Scope of Services (Exhibit B) that includes a project number, project description, project budget, and estimated timeline for the work to be performed. The OWNER shall review the Engineering Scope of Services and approve if the scope proposal is found to be appropriate.

C.1.3 The compensation for the above services shall be payable as follows:

C.1.3.1 The ENGINEER will render to OWNER for such services an itemized invoice, once each month, for compensation for such services performed during such period, the same to be due and payable by the OWNER to the ENGINEER within 30 days.

C.1.3.2 ENGINEER's compensation rate includes but is not limited to salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, pension benefits and similar contributions and benefits.

**C.2 Interest on Unpaid Sums**

If OWNER fails to make any payment due ENGINEER within 60 days of receipt of an itemized invoice for services and expenses, then the ENGINEER shall be entitled to interest at the rate of 1% of the outstanding balance per month.

**D. OWNER'S Project Manager**

OWNER'S Project Manager is \_\_\_\_\_. OWNER shall give ENGINEER prompt written notice of any change in designation of the Project Manager.

**E. ENGINEER'S Project Manager**

ENGINEER'S Project Manager is Matt Wadlington, P.E.. In the event that ENGINEER'S designated Project Manager is changed, ENGINEER shall give OWNER prompt written notification of such change.

**F. Project Information**

OWNER shall provide full information regarding its requirements for the work. ENGINEER agrees to share all project information, to fully cooperate with all corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the work. No information, news or press releases related to the work, whether made to representatives of newspaper, magazines or television and radio stations, shall be made without the authorization of OWNER'S Project Manager.

**G. Duty to Inform**

If at any time during the performance of this Agreement, or any future phase of this Agreement for

which ENGINEER has been retained, ENGINEER becomes aware of actual or potential problems, faults or defects in the project or any portion thereof, any nonconformance with the federal, state or local law, rule, or regulation, or has any objection to any decision or order made by with respect to such laws, rules or regulations, ENGINEER shall give prompt written notice thereof to OWNER'S Project Manager. Any delay or failure on the part of OWNER to provide a written response to ENGINEER shall neither constitute agreement with nor acquiescence to ENGINEER'S statement or claim, nor constitute a waiver of any of OWNER'S rights.

## **H. ENGINEER is Independent Contractor**

- H.1 ENGINEER shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under Section C of this Agreement. ENGINEER binds itself, its partners, officers, successors, assigns and legal representatives to the OWNER. ENGINEER shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and OWNER does not have the right to control or interfere with the manner or method of accomplishing said results. OWNER, however, has the right to specify and control the results of the ENGINEER'S responsibilities.
- H.2 ENGINEER shall be responsible for and indemnify and defend OWNER against any liability, cost or damage arising out of ENGINEER'S use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of ENGINEER under this Agreement. Unless otherwise specifically agreed to by OWNER, ENGINEER shall require that subcontractors also comply with and be subject to the provisions of this Section H.
- H.3 ENGINEER shall make prompt payment of any claim for labor, materials or services furnished to the ENGINEER by any person in connection with this Agreement as such claim becomes due. ENGINEER shall not permit any lien or claim to be filed or prosecuted against the OWNER on account of any labor or material furnished to or on behalf of the ENGINEER. If the ENGINEER fails, neglects or refuses to make prompt payment of any such claim, the OWNER may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the ENGINEER under this Agreement.
- H.4 No person shall be employed under the terms of this agreement as described herein in violation of all wage and hour laws.
- H.5 ENGINEER shall make prompt payment as due 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 ENGINEER of all sums which the ENGINEER agrees to pay for such services and all monies and sums which the ENGINEER 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.
- H.6 Should ENGINEER elect to utilize employees on any aspect of this Agreement, ENGINEER shall be fully responsible for payment of all withholding required by law, including but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. ENGINEER shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions and all other charges on account of any employees. ENGINEER shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be ENGINEER'S responsibility. ENGINEER shall indemnify, defend and hold OWNER harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit B as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which ENGINEER's compensation is based.
- H.7 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of

sex, race, color, creed, marital status, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the OWNER.

## **I. Indemnity and Insurance**

I.1 ENGINEER acknowledges responsibility for liability arising out of the performance of this Agreement and the attachments thereto, and all liability resulting from or incidental to the acts, performance or errors or omissions of the ENGINEER or anyone acting on behalf of ENGINEER in connection with or incidental to the work performed under the contract. ENGINEER shall hold OWNER harmless from and indemnify OWNER of any and all liability, settlements, loss, costs, expenses, attorney's fees and damages in connection with any action, suit, or claim resulting or allegedly resulting from ENGINEER'S negligent acts, omissions, errors or willful misconduct provided pursuant to this Agreement or from ENGINEER'S failure to perform its responsibilities as set forth in this Agreement. The review, approval or acceptance by OWNER, its Project Manager or its employees of documents or other work prepared or submitted by ENGINEER shall not relieve ENGINEER of its responsibility to provide such materials in full conformity with OWNER'S requirements as set forth in this Agreement and to indemnify OWNER from any and all costs and damages resulting from ENGINEER'S failure to adhere to the standard of performance described in Section I.2.3. The provisions of this section shall survive termination of this Agreement.

### **I.2 Insurance Requirements and ENGINEER'S Standard of Care.**

I.2.1 ENGINEER shall provide OWNER with evidence of the following insurance coverages prior to the commencement of the work. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon, and certified as a true copy by an authorized representative of the issuing company or at the discretion of the OWNER, in lieu thereof, a certificate in a form satisfactory to OWNER certifying to the issuance of such insurance, shall be furnished to OWNER. The cost of insurance shall not be the basis for additional reimbursement to ENGINEER.

I.2.2 The OWNER agrees that in accordance with generally accepted construction practices, any construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of all persons and property.

I.2.3 In the performance of its professional services, the ENGINEER shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The ENGINEER will reperform any services not meeting this standard without additional compensation. ENGINEER'S reperformance of any services, even if done at OWNER'S request, shall not be considered as a limitation or waiver by OWNER of any other remedies or claims it may have arising out of ENGINEER'S failure to perform in accordance with the applicable standard of care or this Agreement.

I.2.4 ENGINEER shall furnish the OWNER a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis," except for ENGINEER'S Professional Liability Insurance which may be written on a "claims made" basis, provided it shall endeavor to be maintained in full force for not less than four (4) years following ENGINEER'S performance under this Agreement. All policies shall provide for not less than 30 days' written notice to the OWNER before they may be revised, non-renewed, or canceled. The ENGINEER shall endeavor to provide for not less than 30 days' written notice to the OWNER before the policy coverage may be reduced. Excepting professional liability and workers' compensation coverage, all policies shall provide an endorsement naming the OWNER, its

officers, employees and agents as additional insureds. In the event the policy lapses during performance, the OWNER may: treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of ENGINEER to proceed with work; pay an insurance carrier (either ENGINEER'S or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.

- I.2.5 Insurance Requirements. The ENGINEER, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. The ENGINEER will maintain throughout this Agreement the following insurance:
  - I.2.5.1 Workers' compensation and employers' liability insurance as required by the State of Oregon where the work is performed.
  - I.2.5.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$500,000 combined single limits.
  - I.2.5.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the ENGINEER or of any of its employees, agents or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
  - I.2.5.4 Professional Liability Insurance of \$500,000 per occurrence and in the aggregate, including contractual liability coverage. If ENGINEER proposes using subcontractors, in addition to any other requirements of this Agreement, OWNER may require subcontractors to provide Professional Liability Insurance, provided the amount and form of coverage complies with the requirements of paragraphs I.2.1, I.2.2, I.2.3, I.2.4 and I.2.5.4.
  - I.2.5.5 OWNER will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverages identified in items I.2.5.2 and I.2.5.3.
- I.2.6 The coverage provided by these policies shall be primary and any other insurance carried by OWNER is excess. ENGINEER shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between OWNER and ENGINEER for which ENGINEER has obtained insurance, the maximum amount which may be withheld by OWNER for all such claims shall be no more than the amount of the applicable insurance deductible.

## **J. Early Termination**

- J.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:
  - J.1.1 By mutual written consent of the Parties;
  - J.1.2 By OWNER for any reason within its sole discretion, effective upon delivery of written notice to ENGINEER by mail or in person, or at such later date as may be established by the OWNER; and

J.1.3 By ENGINEER, effective upon seven days' prior written notice in the event of substantial failure by the OWNER to perform in accordance with the terms through no fault of the ENGINEER.

J.2 If OWNER terminates the Agreement in whole or in part due to default or failure of ENGINEER to perform services in accordance with this Agreement, OWNER may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the OWNER may have, ENGINEER shall be liable for all costs and damages incurred by OWNER in procuring such similar service, and the Contract shall be in full force to the extent not terminated.

J.3 If OWNER terminates the Agreement for its own convenience, payment of ENGINEER shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by ENGINEER against OWNER under this Agreement.

J.4 Termination under any provision of this paragraph shall not affect any right, obligation or liability of ENGINEER or OWNER which accrued prior to such termination. ENGINEER shall surrender to OWNER items of work or portions thereof, referred to in Section N for which ENGINEER has received payment, or OWNER has made payment. OWNER retains the right to elect whether or not to proceed with actual construction of the project.

#### **K. Suspension of Work**

OWNER may suspend, delay or interrupt all or any part of the work for such time as the OWNER deems appropriate for its own convenience by giving written notice thereof to ENGINEER. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within the ENGINEER'S control. OWNER shall not be responsible for work performed by any subcontractors after notice of suspension is given by OWNER to ENGINEER.

#### **L. Subconsultants and Assignments**

L.1 ENGINEER shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the Project Manager. The ENGINEER shall ensure that in all subcontracts entered into by the ENGINEER pursuant to this contract, the OWNER is named as an express third party beneficiary of such subcontracts with full rights as such. ENGINEER acknowledges such services are provided to OWNER pursuant to a subcontract(s) between ENGINEER and subcontractor(s). OWNER incurs no liability to third persons for payment of any compensation provided herein to ENGINEER. Any attempted assignment of this contract without the written consent of OWNER shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of ENGINEER shall not be subject to additional reimbursement by OWNER.

L.2 OWNER shall have the right to let other agreements be coordinated with this Agreement. ENGINEER shall cooperate with other firms, engineers or subconsultants on the Project and the OWNER so that all portions of the Project may be completed in the least possible time within normal working hours. ENGINEER shall furnish other engineers and subconsultants and affected public utilities, whose designs are fitted into ENGINEER'S design, detail drawings giving full information so that conflicts can be avoided.

#### **M. Access to Records**

The OWNER, Secretary of State's Office of the State of Oregon, the Federal Government and the duly authorized representatives of any of the above, shall have access to the books, documents, papers, records and receipts of the ENGINEER which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts and transcripts. The OWNER, Secretary of State's Office of the State of Oregon, the federal Government and authorized representatives shall have the authority to inspect, audit and copy from time to time, any records of the ENGINEER regarding billings or work under this agreement for a period of four years after the completion or

termination of this contract.

**N. Work is Property of OWNER**

N.1 Originals or Certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports and photographs, performed or produced by ENGINEER under this Agreement shall be the exclusive property of OWNER and shall be delivered to OWNER prior to completion or termination of this contract and prior to final payment. Any statutory or common law rights to such property held by ENGINEER as creator of such work shall be conveyed to OWNER upon request without additional compensation. Upon OWNER'S approval and provided OWNER is identified in connection therewith, ENGINEER may include ENGINEER'S work in its promotional materials.

N.2 ENGINEER shall not be held liable for any damage, loss, increased expenses or otherwise caused by or attributed to the reuse, by OWNER or their designees, of all work performed by ENGINEER pursuant to this contract without the express written permission of the ENGINEER.

**O. Law of Oregon**

The Agreement shall be governed by the laws of the State of Oregon. The Agreement provisions required by ORS Chapter 279B to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein. ENGINEER shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which ENGINEER is required by law to obtain or maintain in order to perform work described shall be obtained and maintained throughout the term of this Agreement.

**P. Adherence to Law**

ENGINEER shall comply with all federal, state and local laws and ordinances, rules and regulations applicable to the work under this contract. ENGINEER agrees that the public contract law provisions contained in ORS chapter 279A, 279B, and 279C shall apply to and govern the performance of this contract. ENGINEER shall certify compliance with ORS 670.600. Further, ENGINEER agrees to comply with applicable provisions of and amendments to the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and with all applicable requirements of federal and state and rehabilitation statutes, rules and regulations. Further, all certificates, licenses or permits, which the ENGINEER is required by law to obtain or maintain in order to perform work described, shall be obtained and maintained throughout the term of this Agreement.

**Q. Modification**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by the Parties. A modification is a written document, contemporaneously executed by OWNER and ENGINEER, which increases or decreases the cost to OWNER over the agreed sum or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by ENGINEER and OWNER. In the event that ENGINEER receives any communication of whatsoever nature from OWNER, which communication ENGINEER contends to give rise to any modification of this Agreement, ENGINEER shall, within thirty (30) days after receipt, make a written request for modification to OWNER'S Project Manager. ENGINEER'S failure to submit such written request for modification in the manner outlined herein may be the basis for refusal by the OWNER to treat said communication as a basis for modification. In connection with any modification to the contract affecting any change in price, ENGINEER shall submit a complete breakdown of labor, material, equipment and other costs. If ENGINEER incurs additional costs or devotes additional time on Project tasks which were reasonably expected as part of the original agreement or any mutually approved modifications, then OWNER shall be responsible for payment of only those costs for

which it has agreed to pay.

**R. Attorney Fees**

In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this Agreement to enforce any provision of this agreement or any matter arising there from, or to interpret any provision of this agreement, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the court or arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other, costs and disbursements, including all costs of arbitration and the arbitrator(s) fees, and expert witness fees, as fixed by the court or tribunal in which the case is heard.

In the event any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party shall recover from the other a reasonable attorney fee for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney fees in the lower court or courts or arbitration proceeding, such fee to be determined by the appellate court or lower court or arbitrator, as the appellate court may determine. In addition to recovery of a reasonable attorney fee on appeal, the prevailing party shall be entitled to recovery from the other costs and disbursements and expert witness fees as fixed by the appellate court. All costs and disbursements which may be awarded pursuant to this paragraph shall bear interest at the maximum legal rate from the date they are incurred until the date they are paid by the losing party.

**S. Other Conditions**

S.1 Except as otherwise provided in paragraphs S.1.1, S.1.2, and S.1.3 ENGINEER represents and agrees that the contract specifications and plans, if any, prepared by the ENGINEER will be adequate and sufficient to accomplish the purposes of the project; and further, that any review or approval by the owner of the plans and specifications shall not be deemed to diminish the adequacy of ENGINEER'S work.

S.1.1 Subsurface Investigations. In soils, foundation, ground water, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

S.1.2 Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for a Project, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, ENGINEER makes no warranty that Owner's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER'S opinions, analyses, projections, or estimates.

S.1.3 Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. ENGINEER is responsible for any errors or omissions about which the ENGINEER knew or should have known in the information from those employees or firms employed by the ENGINEER under the terms of the contract as stated therein that is incorporated into the record drawings.

- S.2 Notwithstanding any acceptance or payments, OWNER shall not be precluded or stopped from recovering from ENGINEER, or its insurer or surety, such damages as may be sustained by reason of ENGINEER'S failure to comply with the terms of this Agreement. A waiver by OWNER of any breach by ENGINEER shall not be deemed to be a waiver of any subsequent breach by ENGINEER.

**T. Assignments of Products Rights**

The ENGINEER hereby assigns to the OWNER all rights, title and interest, including but not limited to copyright rights, all notes, designs, drawings, specifications, technical data reports, computer programs and documentation, and other materials resulting from the ENGINEER'S work under this contract.

**U. Integration**

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, shall 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 agreement. ENGINEER, by the signature below of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**V. Arbitration**

- V.1 Any controversy or claim arising out of or relating to this agreement, including, without limitation, the making, performance or interpretation of this agreement, shall be settled by arbitration in Coos County, Oregon, and any judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.
- V.2 Any party asserting a claim arising out of or relating to this Agreement may make a written demand for arbitration. In this event, the parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a judge of the Circuit Court of the State of Oregon for Coos County. The dispute shall be heard by the arbitrator selected within 60 days thereafter, unless the parties agree otherwise.
- V.3 The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. The provision of Section 10 shall also apply to arbitration; and in the event of arbitration under the provisions of this Agreement, the prevailing party shall be awarded reasonable attorney fees and related costs.
- V.4 If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and judgment so the award may be entered in any court having jurisdiction over the parties. The parties agree that all facts and other information relating to any arbitration arising under this agreement shall be kept confidential to the fullest extent permitted by law.
- V.5 The parties agree that the arbitrator shall have no jurisdiction to render an award or judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a judgment may be entered on the arbitrator's

award. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this agreement.

**W. Miscellaneous / General**

W.1 ENGINEER binds itself, its partners, officers, successors, assigns and legal representatives to the OWNER under the terms and conditions of this Agreement as described herein.

W.2 The ENGINEER and the OWNER hereby agree to all provisions of this Agreement.

W.3 Each Party may sign an original document, and the Agreement shall be comprised of the collective signed originals.

W.4 The following is attached and incorporated as part of this contract: Exhibit B, "Expectations and Assumptions."

IN WITNESS WHEREOF, the Parties by their signatures below enter into this Agreement.

\_\_\_\_\_  
\_\_\_\_\_

**CIVIL WEST ENGINEERING SERVICES, INC**

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Mailing Address:

Mailing Address:  
Civil West Engineering Services, Inc.  
PO Box 1589  
Coos Bay, Oregon 97420

Attest:

Employer ID No. 26-2914006

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Legal Counsel

**Exhibit A – Standard Hourly Rate Schedule**

	
	<b>Exhibit A</b>

<b>Civil West Engineering Services, Inc. - 2022 Rate Schedule</b>	
STAFF/ITEM	Bill Rate
<b>ENGINEERING</b>	
Expert Witness	\$415
Principal	\$194
Regional Manager	\$189
Senior Project Manager	\$184
Senior Project Engineer	\$164
Senior Engineering Technician	\$139
Project Manager	\$179
Project Engineer	\$152
Staff Engineer	\$130
Engineering Technician	\$99
Drafter	\$89
Inspector 1	\$184
Inspector 2	\$152
Inspector 3	\$130
Clerical	\$76
<b>Surveying</b>	
Senior Surveyor (PLS)	\$174
Senior Survey Technician	\$147
Survey Technician	\$124
1-person Survey Crew	\$195
2-person Survey Crew	\$227
3-person Survey Crew	\$273
<b>REIMBURSABLES</b>	
Mileage - or current IRS Rate	\$0.575
Survey Equipment	\$400/day
Lodging, meals as required for travel	Cost
Reproduction, Printing, Shipping, Etc.	Cost plus 15%
Lab Fees	Cost plus 15%
Subconsultants	Cost plus 15%
Expert Witness Support Expenses	Cost

Note- above rates expire on 12/31/2022. All work started before that date shall utilize these rates. All new tasks or scopes of work developed after this date will utilize new rates, if they have been established.

EXHIBIT B  
EXPECTATIONS AND ASSUMPTIONS

- A. Contractor will assign the least employee capable of handling a particular task to perform the work, which will be billed at a lower rate than the standard engineer rate. Contractor will remain ultimately responsible for the work performed by employee.
- B. Sufficient inspections of development will be performed to insure that plans and standards are followed and that "as-builts" are complete and correct
- C. Contractor shall be receptive to considering new information and, if necessary, changing prior advice given to City if new information warrants doing so.
- D. Contractor shall promptly respond to City requests for technical advice. However, Contractor shall first research the matter sufficiently to ensure the response formulated is reliable.
- E. Contractor shall treat all persons contacted in performance of the contract duties with respect, courtesy and sensitivity to their concerns.
- F. Contractor shall be objective in providing City with analyses of policy considerations and will discuss the pros and cons of matters without advocating a particular position. Policy decisions are made by the City Council after considering Contractor's technical advice, the advice of other experts, and the public, and contractor's work shall support the City Council decisions.
- G. When necessary in order to provide specialized assistance with problems beyond Contractor's experience, education or training, Contractor shall contact other engineers for assistance or recommend that City hire other engineers to deal with such problems.
- H. Contractor shall-be "on call" at all times. If assistance is requested by City, Contractor shall send a qualified representative upon no more than one-hour notice.
- I. Contractor shall report to the City Council any conflict discovered between various City ordinances, ordinance provisions which violate state or federal law or regulations, or City budget problems.
- J. Contractor shall guide and advise City staff on all City engineering related matters, advise when action is required by staff, the City Council, or a consultant other than Contractor.
- K. Contractor shall use its best efforts to assist the City in saving money in the long and short term.
- L. In the event a particular City Council policy is unclear, Contractor shall consult with the City's staff, attorney, building official and/or planner before interpreting a City ordinance or policy.

**PERSONAL SERVICES CONTRACT  
FOR  
ENGINEERING SERVICES**

This contract is entered into between the City of Lowell, Oregon, P.O. Box 490, Lowell, OR, 97452, an Oregon Municipal Corporation hereafter referred to as "City" and Civil West Engineering Services, Inc., ~~945 Geary Street SE, Albany, OR 97322~~ hereafter referred to as "Contractor".  
213 Water Ave NW, 97321

**RECITALS**

- A. Contractor is engaged in the business of providing licensed professional engineering services and has significant experience providing engineering services to Oregon local governments for public works projects, including sewer, water and transportation services.
- B. City desires to engage Contractor as the City's Engineer of Record, to provide the services described in this contract, and Contractor is willing to provide such services on the terms and conditions set forth herein.
- C. The following are attached and incorporated as part of this Contract:

- Exhibit A. City of Lowell Standard Contract Conditions.
- Exhibit B. City Engineer Schedule of Expectations and Assumptions
- Exhibit C. Civil West Engineering Services, Inc. – 2020 Class B Rate Schedule

**AGREEMENT**

- 1. **Services to be provided.** Contractor agrees to serve as City Engineer for City and to perform the following services:
  - 1.1. Advise City staff and the City Council on engineering issues, including but not limited to, sewer, water, transportation, subdivision and partition plans, standards, policies, budgeting, operations and permits.
  - 1.2. Review subdivision and partition plans and requests as to compliance with City ordinances and City, State and Federal standards, and the City's plans and infrastructure capabilities.
  - 1.3. Coordinate as necessary with the City's Building Inspector, Planner and Attorney, Lowell Rural Fire Protection District, Lowell School District, other permitting/granting agencies, and project engineers.
  - 1.4. Conduct the inspection of public infrastructure installations and such other activities occurring within City easements and rights-of-way that may be assigned, including verification or preparation of as-built drawings.
  - 1.5. Develop plans, specifications and bid documents for construction of public infrastructure.

1.6. Assist with grant writing and contract administration.

1.7. Use its best efforts to meet the City's Expectations and Assumptions described in Exhibit B.

2. **Consideration.**

2.1. Contractor shall utilize its best effort to submit to City, on or before the 10<sup>th</sup> day of each month, a statement for Contractor Services for the previous month, billed in accordance with the Compensation Schedule attached as Exhibit C hereto. Said statement shall clearly itemize work done by project, hours expended and billing category performing the work. In no event will the City accept a statement for services which occurred more than 90 days previous to the billing date unless agreed upon in advance. The Compensation Schedule may be amended annually on the anniversary of this Contract upon mutual agreement of both parties to a written amendment to Exhibit C.

2.2. City will utilize its best efforts to remit payment to Contractor in the amount billed within 30 days of receipt of the invoice.

3. **Authorized Service Requests.** Only the City Administrator and Public Works Director are authorized to request services from Contractor unless indicated otherwise in writing.

4. **Term of Contract.** This contract shall be effective from the date signed by both parties for a period of three years unless terminated earlier as provided in Section 5 of this contract.

5. **Termination.** Notwithstanding any other provision hereof to the contrary, this contract may be terminated as follows:

5.1. The parties, by mutual written agreement may terminate this contract at any time.

5.2. Either party may terminate this contract in the event of a breach of the contract by the other party, after the first party provides written notice of breach and other party fails to remedy the breach within seven calendar days.

5.3. Either party may terminate this contract for any reason upon sixty days' written notice to the other party.

5.4. City may terminate this contract immediately upon Contractor's failure to have in force any insurance required by this Contract.

5.5. Except as provided in Section 6 below, in the event of termination, City shall pay Contractor for work performed to the date of termination.

6. **Remedies.**

6.1. In the event of a termination of this contract by City because of a breach by Contractor, City may complete work by contract with other persons. Contractor shall be liable to City for any costs or losses actually incurred by City as a result of the breach. City may withhold payment of sums due

Contractor for work performed prior to and on the date of termination until City's costs and losses have been determined, at which time City may offset any such amount due Contractor against costs and losses incurred by City.

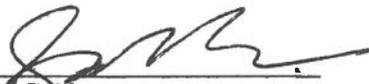
- 6.2. The foregoing remedies provided to City for breach of this contract by Contractor shall not be exclusive. City shall be entitled to exercise any one or more legal or equitable remedies available because of Contractor's breach.
- 6.3. In the event of breach of this contract by City, Contractor's remedy shall be limited to termination of this contract, payment for work performed to the date of termination, and compensation for any direct loss actually incurred by Contractor as a result of the City's breach.
- 6.4. Waiver by either party of any violation of this contract shall not prevent that party from invoking remedies of this section for any succeeding violations of the contract.
7. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless City, its officers, agents and employees from any claims, actions, liability or cost, including attorney fees and other costs of defense, arising out of Contractor's negligence or non-performance of the terms of this contract.
8. **Insurance.** Contractor shall maintain in force for the duration of this contract, the insurance coverage specified below. A copy of each policy or certificate satisfactory to City shall be delivered to City prior to commencement of work hereunder. The certificates of insurance shall contain a provision that coverage afforded under the policies will be primary over any other available insurance, including insurance by City, and must contain endorsements entitling the City to not less than thirty (30) days' prior notice before suspension, cancellation or reduction in coverage. Policies shall be issued by companies authorized to do business under the laws of the State of Oregon and approved by the City. Policies must identify the City as an additional insured entity. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination of this contract by City.
- 8.1. **Commercial General Liability.** Contractor shall maintain a broad form of commercial liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with aggregate of \$2,000,000, for bodily injury, personal injury or property damage. Such policy shall contain contractual liability endorsement to cover Contractor's indemnification obligations under this contract, and shall expressly provide that the interest of City shall not be affected by Contractor's breach of policy provisions.
- 8.2. **Professional Liability.** Contractor shall maintain a professional liability insurance policy with coverage of not less than \$1,000,000, with a deductible of not more than \$50,000, to protect Contractor from claims for professional acts, errors or omissions arising from the work hereunder. The policy shall contain an endorsement entitling City to not less than 60 days' prior written notice of any material change, non-renewal or cancellation of such policy. This policy may be written on a "claims made" form, provided that, Contractor shall maintain the claims made policy for at least five (5) years after the date of termination of this contract. Contractor's obligation under this Subsection 8.2 shall survive termination of this contract.
9. **Non-discrimination.** Contractor shall not discriminate against employees, or discriminate against or deny service to any person, on the grounds of race, color, sex, national origin, marital status, familial status, sexual orientation, disability, age or duration of residence.

10. **Subcontracting.** Contractor shall not subcontract the work, in whole or in part, without City's prior written approval. Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of Contractor specified in this contract. Notwithstanding City's approval of a subcontractor, Contractor shall remain obligated for full performance of this contract and City shall incur no obligation to any subcontractor. Contractor shall indemnify, defend and hold harmless from all claims of subcontractors.
11. **Assignment.** Contractor shall not assign this contract, in whole or in part, or any right or obligation hereunder, without City's prior written approval.
12. **Independent Contractor.** Whether Contractor is a corporation, partnership, or other legal entity or an individual, Contractor is an independent contractor. If Contractor is an individual, Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by Contractor, however, the nature of the services and the results to be achieved shall be specified by City, consistent with Exhibit B hereto. Contractor is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of City, except to the extent expressly provided herein within the scope of the work specified.
13. **Compliance with Laws.** Contractor shall comply with all applicable federal, state and local laws, rules, ordinances and regulations at all times and in the performance of the work, including all applicable provisions of City's standard contract conditions set forth in Exhibit A.
14. **Notices.** Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the parties at the address designated at the beginning of this contract, or other address as either party may provide to the other by notice given in accordance with this provision.
15. **Survival.** Any obligation of a party to perform an act or liability for indemnification or payment which arises from or under the provision of this contract prior to its termination or expiration shall survive such termination or expiration until satisfied by performance or payment.
16. **Attorney Fees.** In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, and on appeal.
17. **Integration.** This contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties.
18. **Governing Law.** This contract shall be governed by and interpreted in accordance with the laws of the State of Oregon.

19. **Jurisdiction and Venue.** All actions relating to this contract shall be tried before the courts of the State of Oregon to the exclusion of all other courts which might have jurisdiction apart from this provision. Venue in any action shall be the Circuit Court of Lane County, Oregon.

**For the City of Lowell**

**For Civil West Engineering Services, Inc.**

By:   
Jared Cobb

By: 

Title: City Administrator

Title: Principal

Date: 11/20/19

Date: 12/3/19

## Exhibit A

### Standard Contract Provisions

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the City. These terms are intended to supplement, and not replace, any provisions in the contract.

- (1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.
- (2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold City harmless from any such lien or claim.
- (4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- (5) For public improvement and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the City. There shall be no final acceptance of the work under the contract until all such claims have been resolved.
- (6) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.
- (7) With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:
  - (a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or
  - (b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and
  - (c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.
  - (d) For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall 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 these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.
  - (e) Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (7) does not apply to contracts for purchase of goods or personal property.
  - (f) Contractor must give notice to employees who work on a public contract in writing, 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.

- (8) The hourly rate of wage to be paid by any contractor or subcontractor to workers upon all public works with a contract value greater than \$49,999 shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.800 to ORS 279C.850. For projects covered by the federal Davis-Bacon Act (40 USC 276a), contractors and subcontractors shall pay workers the higher of the state or federal prevailing rate of wage.
- (9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.
- (10) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual, OAR 137-030-0010, Commentary 4. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the City and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.
- (11) In addition to any other provisions regarding termination, the contract may be canceled at the election of City for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The City may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the City, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.
- (12) If the City does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The City will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the City shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the City to terminate the contract in order to provide similar services or goods from a different contractor.
- (13) By execution of this contract, contractor certifies, under penalty of perjury that:
  - (a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and
  - (b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.
  - (c) Contractor has a public works bond filed with the Construction Contractors Board that is valid at the time of initiation of construction and all times thereafter during construction.
  - (d) Contractor will include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractor's Board before starting work on the project.
- (14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.
- (15) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by City.

- (16) Contractor agrees to make all provisions of the contract with the City applicable to any subcontractor performing work under the contract.
- (17) The City will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
- (18) Except as provided in the contract, all modifications and amendments to the contract shall be effective only if in writing and executed by both parties.
- (19) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.
- (20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the City with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the City, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The City shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The City shall have the right to modify or remove any restrictive markings placed upon the data by the contractor. If as a result of this contract, the Contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the Contractor shall use recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.
- (21) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.
- (22) As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.
- (23) As to public improvement contracts for demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.
- (24) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the City will make final payment on the contract.
- (25) If a contractor does not submit certified payroll reports each month, In addition to the specified amount of retainage, the City will withhold twenty five (25) percent of any amount earned during the time when no certified reports are submitted. City will release the additional withholding within 14 days to the submission of a certified payroll report that complies with applicable state and federal standards.
- (26) A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries (BOLI) for every public works contract. This fee will be paid pursuant to the administrative rules of BOLI. Every contractor and subcontractor must have a public works bond filed with the Commissioner of BOLI prior to starting work on this contract, unless the contractor is exempt under ORS 279C.836.
- (27) Within ten days of the execution of a public improvement contract, or at any time prior to that date, Contractor shall demonstrate that an employee drug testing program is in place.

**Exhibit B**  
**EXPECTATIONS AND ASSUMPTIONS**

1. Contractor will assign the least expensive employee capable of handling a particular task to perform the work, which will be billed at a lower rate than the standard engineer rate. Contractor will remain ultimately responsible for the work performed by employees.
2. Sufficient inspections of development will be performed to insure that plans and standards are followed and that "as-builts" are complete and correct.
3. Contractor shall be receptive to considering new information and, if necessary, changing prior advice given to City if new information warrants doing so.
4. Contractor shall promptly respond to City requests for technical advice. However, Contractor shall first research the subject sufficiently to ensure the response formulated is reliable.
5. Contractor shall treat all persons contacted in performance of the contract duties with respect, courtesy and sensitivity to their concerns.
6. Contractor shall be objective in providing City with analyses of policy considerations and will discuss the pros and cons of matters without advocating a particular position. Policy decisions are made by the City Council after considering Contractor's technical advice, the advice of other experts and the public, and Contractor's work shall support the City Council decisions.
7. Although Contractor has broad experience with local government and public sewer, water and transportation systems, when necessary in order to provide specialized assistance with problems beyond Contractor's experience, education or training, Contractor shall contact other engineers for assistance or recommend that City hire other engineers to deal with such problems.
8. Contractor shall be "on call" at all times. If assistance is requested by City, Contractor shall send a qualified representative upon no more than one-hour notice.
9. Contractor shall report to the City Council any conflicts discovered between various City ordinances, ordinance provisions which violate state or federal law or regulations, or City

budget problems.

10. Contractor shall guide and advise City staff on all City engineering related matters, advise when action is required by staff, the City Council, or a consultant other than Contractor.

11. Contractor shall use its best efforts to assist the City in saving money in both the long and short term.

12. In the event a particular City Council policy is unclear, Contractor shall consult with the City's staff, attorney, building official, and/or planner before interpreting a City ordinance or policy. Contractor shall not take a public position in behalf of the City on any such issues until any disagreement between the staff, attorney, building official, and/or planner has been resolved or the City Council has addressed the issue.

Exhibit B - 2

## Exhibit C



Civil West Engineering Services, Inc. - 2020 Class B Rate Schedule	
STAFF/ITEM	BILLING RATE
<b>ENGINEERING</b>	
Principal Engineer	\$165
Project Manager	\$150
Senior Project Engineer	\$145
Project Engineer	\$134
Engineering Technician	\$114
Staff Engineer	\$84
Inspector	\$95
Engineering Intern	\$50
Clerical	\$52
<b>Surveying</b>	
Senior Surveyor (PLS)	\$150
Senior Survey Technician	\$120
Survey Technician	\$103
1-person Survey Crew	\$160
2-person Survey Crew	\$188
3-person Survey Crew	\$225
<b>REIMBURSABLES</b>	
Mileage - or current IRS Rate	\$0.575
Lodging, meals as required for travel	Cost
Reproduction, Printing, Etc.	Cost plus 10%
Subconsultants	Cost plus 10%
* Scoped Support Services Approved Travel Budgets Will be Developed and Approved by City Using Standard Billing Rates.	

# Agenda Item Sheet

## City of Lowell City Council



Type of item:	Ordinance
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### Item title/recommended action:

First reading of Ordinance #307, "An ordinance to amend sections 2.505, 2.506, 2.507, and 2.634 of the Lowell Revised Code relating to the Lowell public library concept of operations and power and duties of the Library Committee." – Discussion/ Possible action

### Justification or background:

Staff recommend amending sections of the Lowell Revised Code relating to the library "concept of operations," as well as the powers and duties of the library committee. An explanation of the changes is as follows:

- (1) Removing the requirement that the library should be staffed solely by volunteers. Replacing the term "volunteer librarian" with "Library Director." This reflects the fact that we now have a paid library staff member.
- (2) Removing the expectation that City Hall staff may assist at the circulation desk if library staff are not available. With the layout of the new building, as well as the increases in workloads, it will be impossible for City Hall staff to do double duty at the circulation desk. Staff recommend removing this section so that expectations are clear.
- (3) Clarifying the powers and duties of the Library Committee. The L.R.C. states that the Library Committee is responsible for operating the library and developing library policies. Sec. 2.503, however, states that the City Council serves as the Public Library Board. Sec. 2.624 also states that the Library Committee is a "standing advisory body." The code is inconsistent regarding the powers and duties of the Library Committee compared to the City Council.

Staff recommend these amendments to clarify that the Library Committee recommends policy and budget, but that City Council approval is necessary. Staff also recommend these changes to ensure an appropriate level of staff control over the operations of the library. Alternatively, City Council may choose (through a different ordinance) to designate the Library Committee as the Public Library Board. Under this alternative, City Council would specify which powers should be granted to the Public Library Board. Staff recommend evaluating this option in the future once the Library Committee has sufficient experience with the library

**Agenda Item Sheet**  
City of Lowell City Council



Type of item:	Ordinance
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Budget impact:

None
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Department or Council sponsor:

Library
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Attachments:

Ordinance 307; Sec. 2.500 from L.R.C.; Sec. 2.624 from L.R.C.
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Meeting date:	11/15/2022
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CITY OF LOWELL, OREGON

ORDINANCE 307

AN ORDINANCE TO AMEND SECTIONS 2.505, 2.506, 2.507, AND  
2.634 OF THE LOWELL REVISED CODE RELATING TO THE  
LOWELL PUBLIC LIBRARY CONCEPT OF OPERATIONS AND  
POWER AND DUTIES OF THE LIBRARY COMMITTEE.

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**The City of Lowell ordains as follows:**

**Section 1.** That Sec. 2.505(a) of the Lowell Revised Code is amended to read as follows.

**(a) A Library Director will staff the library with the assistance of volunteers.**

**Section 2.** That Sec. 2.505(c), Sec. 2.505(e), and Sec. 2.507 of the Lowell Revised Code are amended to replace the phrase “volunteer librarian” with the phrase “Library Director.”

**Section 3.** That Sec. 2.505(d) of the Lowell Revised Code is amended to delete the following sentence: “During regular City Hall office hours, when volunteer library staff are not available, normal City staff may assist library patrons time permitting.”

**Section 4.** That Sec. 2.506 of the Lowell Revised Code is amended to read as follows.

**The Library Committee may recommend to the City Council rules, regulations and procedures required of patrons for use of the library. Said rules, regulations and procedures require approval by the City Council and shall be in writing and available to all library patrons.**

**Section 5.** That Sec. 2.634(c) of the Lowell Revised Code is amended to read as follows.

**(c) Powers and duties. The Library Committee assists in operating the library, recommends policy for use of the library, and advises the City Council on the use and funding of the library.**

*[This section left intentionally blank.]*

**Adopted by the City Council of the City of Lowell this \_\_\_\_ day of \_\_\_\_\_ 2022.**

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Don Bennett, Mayor

ATTEST:

\_\_\_\_\_  
Jeremy Caudle, City Recorder

First reading: \_\_\_\_\_

Second reading: \_\_\_\_\_

Adopted: \_\_\_\_\_

Signed: \_\_\_\_\_

Effective date: \_\_\_\_\_

Sec. 2.500. - Municipal library, general.

*Footnotes:*

--- (6) ---

**Note**— Sections 2.500 through 2.507 are adopted by Ordinance 277 unless otherwise specified.

Sec. 2.501. - Intent and purpose.

The intent and purpose of this section is to provide for the orderly functioning of the publicly owned municipal library; to set forth policy in accordance with ORS 357.410 through 357.490 related to the establishment and organization of a public library; and to set forth policy relating to the operations, management and use of the Lowell Public Library.

Sec. 2.502. - Public library established.

Under the authority granted in ORS 357.410, the City of Lowell hereby establishes the Lowell Public Library.

Sec. 2.503. - Public Library Board.

The Lowell City Council, as constituted in accordance with the Lowell Charter, shall be established as the Lowell Public Library Board in accordance with ORS 357.465. The City Council shall conduct library business in conjunction with regularly scheduled City Council meetings and within published City Council agendas. Record of City Council actions in its capacity of Lowell Public Library Board shall be reflected in minutes of the City Council meeting. Separate meetings and meeting records shall not be required. The Lowell City Council shall have all general powers established in ORD 357.490 except as delegated below.

Sec. 2.504. - Reserved.

**Editor's note**— (Ord. No. 294)

Sec. 2.505. - Concept of operations.

Recognizing the small size of the City of Lowell and its limited resources to maintain a public library, the following is the concept of operations under which the library will operate:

- (a) The library will be staffed solely by volunteers.
- (b) The City will provide facilities and will budget for facility maintenance and improvement costs within its annual budget.
- (c) The City will provide General Fund spending authority for maintenance and supplies within its annual budget. All donations specifically made to the library and all fund-raising proceeds shall be dedicated solely to library operations. The volunteer librarian shall have authority to accept

any single donation valued at \$500 or less. The City may also designate other General Fund revenues consistent with available resources and within the City's permanent tax levy for library operations during the annual budget process.

- (d) The library will normally operate the same hours as City Hall. Extended hours for evenings and week-ends will only be authorized if library volunteers are available and after coordination with and approval by the City Administrator. During regular City Hall office hours, when volunteer library staff are not available, normal City staff may assist library patrons time permitting.
- (e) The appointed volunteer librarian will work under the direct supervision of the City Administrator, or other City staff person designated by the City Administrator.
- (f) The library is intended for use by all citizens regardless of residence. All public nondiscrimination requirements apply.

Sec. 2.506. - Rules and regulations.

The volunteer Library Advisory Committee shall establish rules, regulations and procedures required of patrons for use of the library consistent with City, state and federal law. Said rules, regulations and procedures shall be in writing and available to all library patrons.

Sec. 2.507. - Misuse of library resources/failure to follow established rules.

Repeated misuse of library resources and/or violations of library rules may result in temporary or permanent loss of library privileges at the discretion of the volunteer librarian. Notice of loss of privileges shall be in writing and shall specify the reason for the loss of privileges. Patrons may appeal a loss of privileges to the City Administrator within 10 days of the date of the written notice. The City Administrator shall review any appeal and provide a written decision on the appeal within 10 days of receiving the appeal.

## Sec. 2.624. - Library Committee.

There is hereby established a Library Committee. The Library Committee shall serve as a standing advisory body.

- (a) *Membership.* The Library Committee shall consist of five members and meet the following criteria, unless waived by an action of the City Council:
  - (1) Three members shall be residents of the City of Lowell.
  - (2) Two members may be non-residents.
- (b) *Term of office.* Members of the Library Committee shall serve a term of two years. Expiration of the terms shall be staggered such that the terms of three members expire of December 31<sup>st</sup> of odd numbered years and the terms of two members expire on December 31<sup>st</sup> of even numbered years.
- (c) *Powers and duties.* The Library Committee shall operate and maintain the library, establish policy for use of the library and advise the City Council on policy related to library budget, funding and use.
- (d) *Reporting.* An annual report describing the activities of the previous calendar year shall be submitted by January 31 of each year.

# Agenda Item Sheet

## City of Lowell City Council

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Type of item:

Ordinance

Item title/recommended action:

First reading of Ordinance #308, "An ordinance to amend section 5.106 of the Lowell Revised Code relating to open burning." – Discussion/ Possible action

Justification or background:

At the 9/6/22 meeting, City Council received a presentation from Fire Chief Lon Dragt on recommended changes to the City's open burning ordinance. This ordinance would implement those recommendations. Included after this agenda sheet is a version of the City code that the Fire Chief marked up with his changes. The changes have to do with: (1) setting limits on recreational fires; (2) regulating religious ceremonial fires; and (3) specifying the residential outdoor burning season and associated restrictions.

Budget impact:

N/A

Department or Council sponsor:

Administration

Attachments:

Ordinance 308; marked-up version of L.R.C. Sec. 5.106

Meeting date:

11/15/2022

CITY OF LOWELL, OREGON

ORDINANCE \_\_\_\_\_

**AN ORDINANCE TO AMEND SECTION 5.106 OF THE LOWELL  
REVISED CODE RELATING TO OPEN BURNING.**

---

The City of Lowell ordains as follows:

**Section 1.** That Sec. 5.106(b)(2) of the Lowell Revised Code is amended to read as follows.

**(2) Recreational fires no larger than three feet in diameter and two feet in height using manufactured logs or clean, dry, natural firewood as fuel. This is limited to fires in chimineas, patio fireplaces, fire pits, or other similar devices on private property.**

**Section 2.** That Sec. 5.106(b)(3) of the Lowell Revised Code is amended to read as follows.

**(3) Religious ceremonial fires that burn legal materials in a controlled outdoor fire. A LRAPA permit and LRFD authorization are required if the religious ceremonial fire is larger than three feet in diameter and two feet in height.**

**Section 3.** That Sec. 5.106(b)(4) of the Lowell Revised Code is amended to read as follows.

**(4) The residential outdoor burning season is October 1 through June 15, with the following restriction:**

- A. Residential outdoor burning is allowed only on LRAPA approved burning days. The start and end times for burning vary and are set as part of the daily burning advisory by LRAPA.**
- B. Outdoor burn piles must be extinguished by the end time set by LRAPA.**
- C. The total fuel area must be no more than four feet in width by four feet in length by four feet in height.**
- D. Open flames are prohibited on or within twenty-five feet of any structure or within fifteen feet of a fence.**

**E. Vegetation must be cleared a minimum of six feet around piles prior to burning.**

**F. A garden hose connected to a water supply must be readily available to extinguish the fire.**

**Adopted by the City Council of the City of Lowell this \_\_\_\_ day of \_\_\_\_\_ 2022.**

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Don Bennett, Mayor

ATTEST:

\_\_\_\_\_  
Jeremy Caudle, City Recorder

First reading: \_\_\_\_\_

Second reading: \_\_\_\_\_

Adopted: \_\_\_\_\_

Signed: \_\_\_\_\_

Effective date: \_\_\_\_\_

**Sec. 5.106. Open burning.**

No person shall start or maintain an open fire within the boundaries of the City of Lowell unless authorized by this section.

- (a) The following open burning is prohibited:
  - (1) The burning of any refuse, garbage, or other waste products
  - (2) The burning of any construction or demolition waste
  - (3) Field, ditch or weed burning
  - (4) Commercial or industrial burning as defined by the Lane Regional Air Protection Agency ("LRAPA")
  - (5) The burning of wet woody yard trimmings, leaves and grass clippings
- (b) The following open burning is allowed subject to compliance with the regulations as prescribed by LRAPA or the Lowell Rural Fire Protection District ("LRFPD"):

- (1) Fires initiated for firefighting training purposes
- (2) Recreational fires ~~used for cooking with fire in a fireplace, barbecue set, or an outdoor fireplace, fire ring, or pit fueled with cut and split firewood~~

(a) Burning a small fire, no larger than three (3) feet in diameter and two (2) feet in height using manufactured fire logs or clean, dry, natural firewood as fuel. This is limited to campfires, fires in chimineas, patio fireplaces, fire pits or other similar devices on private property or in designated areas on public land. No construction, demolition, commercial, yard or trash may be burned.

- (3) Bonfires or religious ceremonial fire ~~as approved in writing by LRAPA and the LRFPD.~~

(a) Burning legal materials in a controlled outdoor fire that is integral to a ceremony or ritual. If larger than three (3) feet in diameter and two (2) feet in height, a LRAPA letter permit and fire department authorization are required.

- (4) ~~The burning of clean woody yard trimmings, leaves and grass clippings on LRAPA approved burn days in October, March, April and May. (Adopted, Ord. 295) Residential Outdoor Burning. The residential outdoor burning season is October 1 through June 15, with the following restrictions:~~

- a. Residential outdoor burning is allowed only on approved burning days by LRAPA. The start and end times for burning vary and are set as part of the daily burning advisory issued by LRAPA.
- b. Outdoor burn piles must be extinguished by the end time set by LRAPA.
- c. The total fuel area is no more than four (4) feet in width by four (4) feet in length by four (4) feet in height.

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- d. No open flames on or within twenty-five (25) feet of any structure and/or within fifteen (15) feet from a fence.
  - e. Vegetation will be cleared a minimum of six (6) feet around piles prior to burning.
  - f. A garden hose is connected to a water supply and readily available to extinguish the fire.

**CITY OF LOWELL, OREGON**

**RESOLUTION 794**

**A RESOLUTION ADOPTING POLICIES FOR THE  
MAGGIE OSGOOD LIBRARY.**

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**BE IT RESOVLED** by the City Council of the City of Lowell as follows:

**Section 1.** That the document attached to this Resolution entitled “Maggie Osgood Library Policies” is hereby approved.

Adopted by the City Council this 15<sup>th</sup> day of November 2022.

AYES: \_\_\_\_

NAYS: \_\_\_\_

APPROVED: \_\_\_\_\_  
Don Bennett, Mayor

ATTEST: \_\_\_\_\_  
Jeremy Caudle, City Recorder



**Maggie Osgood Library**  
Policies

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### **Vision**

The Maggie Osgood Library (MOL) supports the vibrant Lowell community with information resources

### **Mission**

The mission of the Maggie Osgood Library is to provide high quality materials and services to fulfill the educational, informational, cultural, and recreational needs of residents of Lowell, Oregon and nearby communities.

### **Goals**

- To make books and other resources available to all residents of the Lowell area so that they can become well informed, locate answers to important questions, cultivate their imaginations, develop skills for career and vocational advancement, and enjoy leisure through reading and viewing.
- To provide services that provide information, guide reading, organize materials and stimulate intellectual development for people of diverse ages, backgrounds, and interests.
- To strive consistently to provide the best possible library service to local residents.

### **Who May Use the Library**

.L.R.C. Sec. 2.505 states that, "The library is intended for use by all citizens regardless of residence. All public nondiscrimination requirements apply."

The library has applied to join the Oregon Library Passport program to extend complimentary borrowing privileges to patrons of participating libraries while giving our patrons access to those libraries.

The use of the library may be denied for due cause. Such cause may be failure to return library materials or to pay penalties, destruction of library property, disturbance of other patrons, or any other illegal, disruptive, or objectionable conduct on library premises.

### **Services of the Library**

The library provides materials and resources for information, entertainment, intellectual development, and enrichment of the people of the community. The library endeavors to:

- Select, organize, and make available books and materials.
- Provide guidance and assistance to patrons.
- Sponsor and implement programs, exhibits, displays, book lists, etc., to appeal to children and adults.
- Develop partnerships with other community agencies and organizations.
- Maintain a balance in its services to various age groups.
- Cooperate with, but not perform the functions of, school or other institutional libraries.

- Provide service during hours which best meet the needs of the community. Promote the full range of available library services through print, social media and the library website.
- Regularly review library services being offered to ensure they are meeting the community's needs.

### **The Library Board and Library Committee**

Lowell Revised Code Sec. 2.503 specifies that the Lowell City Council serves as the Lowell Public Library Board in accordance with ORS 357.465. As the Public Library Board, the City Council is responsible for overseeing the library's budget, staffing, procurement, and operations.

Lowell Revised Code Sec. 2.624 establishes the Library Committee, which serves as "as a standing advisory body." As an advisory committee, the Library Committee supports the work of the library director in policy development, planning and goal setting for the library, and advises the city council on matters relating to the library. L.R.C. Sec. 2.646 specifies the membership requirements, terms of office, and powers of the Library Committee.

### **Library Volunteers**

With a rich history of volunteer involvement, the City of Lowell encourages individuals and groups to volunteer to support the Maggie Osgood Library. Their energy and talents help the library meet its commitment to providing quality service to the public. Volunteer activities are organized and supervised by the library director, appropriate training and ongoing will be provided for these activities.

Volunteer requirements and regulations:

- Must be at least 11 years of age. Parents/guardians must sign a consent form for their children to participate.
- Must complete the city's volunteer application.
- All library volunteers will be subject to criminal background checks. Volunteers are required to record their hours of service using a designated form.
- Library volunteers are bound by the rules contained in all library policies and guidelines, especially those that relate to patron privacy and confidentiality.
- Volunteers are recognized by the public as representatives of the library and will be guided by the same work and behavior policies as employees. In addition, provisions of the City of Lowell's personnel policies related to Non-Discrimination, Harassment, Safety and Health, and general behavior also apply to volunteers.
- The library or the volunteer has the right to terminate the volunteer's working association at any time, for any reason.
- Volunteers are covered by library's Property, Liability, and Workers' Compensation Insurance policies.
- Volunteers will be interviewed to determine their interests and levels of experience.

- Volunteer talents, experience, availability, and interests will be considered in job assignments.
- Members of the library committee are subject to the same rules and expectations of other volunteers.

### **Library Staff**

The person appointed as library director shall be charged with the administration of the library. This City of Lowell staff member will:

- Report to the city administrator of the City of Lowell and shall be subject to the personnel policies of the City of Lowell.
- Oversee the day-to-day operations of the library, including volunteer management.
- Be responsible to the library board in matters pertaining to and concerning the library; be present at monthly board meetings and prepare and present such reports and meeting documents as requested.
- Maintain records in an efficient manner; present periodic reports to the library board and to the municipal governing body; prepare the draft of the library's annual budget.
- Oversee collection development for all materials in the library, including selection, ordering, processing, and weeding.
- Prepare the mandated annual Public Library Report for the State Library of Oregon
- Recommend changes or additions to library policies as needed.
- Supervise any additional library staff (if hired).
- Maintain and review a log of daily library activity including circulation statistics, meeting room activity and patron behavior.

### **Operating Hours**

The library will normally operate the same hours as City Hall. Extended hours for evenings and weekends will only be authorized if library volunteers are available and after coordination with and approval by the City Administrator. For safety and security purposes, the library must have a minimum of two staff on the premises (either city employees or volunteers) from library opening until closing. During regular City Hall operating hours, it is sufficient if one of the two staff on the premises is an employee working in the City Hall section of the building. The library will not open to the public if these minimum staffing requirements are not met.

### **Code of Conduct**

The staff and volunteers of the Maggie Osgood Library ensure that the library is a safe and welcoming environment for everyone. To do this, we ask that all library users follow these rules while at the library:

- Ask for help when you need it.
- Let us know if the library does not have the item or service you want.
- Keep your conversations (with people in the library and on the phone) and personal electronic devices at a volume that does not disturb others.

- Be courteous to other patrons and to staff.
- Ensure that your children 10 years and under are attended by a responsible caregiver 16 or older. Children 5 and under must always be in close proximity and within sight of the person responsible for their safety.
- Keep your service animals under control and properly clean up after them.
- Refrain from bringing non-service animals onto the property.
- Treat Library property with respect.
- Be responsible for personal belongings.
- Be conscious of taking up needed space.
- Move about the library quietly and calmly.
- Carry any wheeled devices such as skateboards, etc. Larger wheeled devices such as bikes, scooters etc. may be locked against the exterior library fence.
- Consume only legal beverages in properly covered containers.
- Wear appropriate clothing, including shoes and shirts.
- Refrain from carrying firearms.
- Refrain from being under the influence of a controlled substance or intoxicating liquor, including marijuana and marijuana derivatives.
- Refrain from consuming alcohol, marijuana, tobacco, e-cigarettes, or illegal substances.
- Refrain from sleeping or appear to sleep, camp, or loiter on library grounds.
- Refrain from using the library restrooms for personal hygiene such as bathing or shaving.
- Refrain from engaging in sexual conduct as defined in ORS 167.060.
- Refrain from disturbing other library patrons or staff through extremely poor personal hygiene.
- Ask for permission from the library director before conducting surveys or posting or distributing printed material.
- Refrain from panhandling.
- Refrain from using derogatory or insulting language based on race, creed, or sexual orientation.

In addition to the above, any violation of federal, state, or local statutes will be regarded as a violation of library rules. The Maggie Osgood Library reserves the right to eject or suspend library privileges to those individuals who violate library code of conduct. In addition to the sanctions imposed by the library, further sanctions may be pursued as determined by law.

### **Collection Development Policy**

The Maggie Osgood Library strives to provide all individuals in the community with free and convenient access to carefully selected books and other materials that support the pursuit of education, information, research, pleasure, and the creative use of leisure time. To achieve this goal, the library must ensure that its collection remains current and responsive to the needs of its patrons and that materials are easily accessible through appropriate technology.

Because of the volume of publishing, as well as the limitations of budget and space, the library must have a selection policy with which to meet community interests and needs. The collection development policy is used by the library staff in the selection of materials and also serves to acquaint the general public with the principles of selection.

### **Authority and Responsibility for Selection**

The library director is responsible for selecting materials. The Library Committee determines the policy for selecting and acquiring materials. Volunteers and the general public are encouraged to recommend materials for consideration.

### **Intellectual Freedom**

The right to access materials of varying viewpoints is critical to democracy and the principles of intellectual freedom are guaranteed in the state and federal constitutions. In keeping with those principles, the Maggie Osgood Library subscribes to these foundational documents as official policy:

1. The American Library Association's (ALA) [Library Bill of Rights](#)
2. ALA's [Freedom to Read Statement](#);
3. ALA's [Freedom to View Statement](#)
4. ALA's [Free Access to Libraries for Minors Statement](#)

### **Selection Criteria**

Materials are selected by trained staff members for their literary or artistic merit, accuracy, utility, entertainment value, and/or current or historical interest.

Generally, except for items of special local interest or when it is possible to evaluate materials directly, items are selected based on favorable reviews, inclusion in special lists, patron or staff recommendations, popularity, or media coverage. The library seeks to develop a collection that includes materials on a variety of subjects and points of view, in keeping with the community's interests. The collection is reviewed regularly so that gaps in subject areas and formats may be filled. Each item must be considered with appropriate standards for its type and audience and the suitability of its format for a library collection. Some materials may be judged primarily in terms of artistic merit, scholarship, or historical significance; others are selected to satisfy recreational and entertainment needs. With a limited budget and space, the library emphasizes quality rather than quantity, balancing the value of and demand for materials. Final decisions are based on the value and interest of the item to the public. These standards apply equally to purchased and donated materials.

### **Guidelines**

The library director will follow these basic guidelines while carrying out this policy:

- The library will strive to provide a current and high-interest collection with the resources available for this purpose.
- The library does not attempt to acquire textbooks or other curriculum-related materials unless such materials also serve the general public.
- State and local historical materials will be acquired and preserved for their historical value rather than their literary merit. Usual weeding practices do not apply to local historical materials.
- Because the library serves residents with a wide range of ages, reading skills, and educational backgrounds, it will select materials of varying complexity.
- The library selects materials in languages commonly spoken at home by its patrons.
- Suggestions from the public for the purchase of materials are considered according to the library's general selection policies.

### **Access**

The use of rare and scholarly items, or items frequently subject to damage or theft, may be controlled to protect the materials for future patrons.

Children are not limited to the juvenile collection, although juvenile collections are kept together to facilitate use. Responsibility for a child's selections rests with the parent/guardian. Selection will not be inhibited by the possibility that children may inadvertently use the items. The parent/guardian who would rather his or her child not access certain materials should so advise the child.

### **Requests to obtain new material**

The library encourages patron suggestions for material to be acquired. The Library Director will evaluate all such requests. Criteria will include library collection development policies and budget. Alternative means of obtaining the information such as Interlibrary Loan may be suggested.

### **Electronic and audio books**

The library will subscribe to a regional consortium for access to eBooks and Audio books. Material in this collection is curated by a committee of the regional consortium.

### **Disposition of existing material**

To keep the collection current, it is necessary to remove books to make room for new titles, because they have become outdated, or because they have been damaged beyond repair. Material removed from the collection may be sold at public book sales, offered to the company Thrift Books for sale, donated to another non-profit entity or destroyed.

## **Books sales**

The library will hold sales of books as supplies allow. Pricing and selection of the items for sale will be determined by the library director upon the advice of the Library Board.

## **Collection Maintenance**

An up-to-date, attractive and useful collection is maintained through a continual withdrawal and replacement process. Replacement of worn volumes is dependent upon current demand, usefulness, more recent acquisitions, and availability of newer editions. This ongoing process of weeding is the responsibility of the library director. Withdrawn materials will be handled in a similar manner and under the same authority as donated materials.

## **Request for Reconsideration of Library Material**

Whenever a patron objects to the presence of an item, s/he will be referred to the library director. If the patron wishes the library to remove or reclassify the material, s/he must complete the "Request for Reconsideration of Library Material" form. The library director will examine the item in question and determine whether it conforms to the standards of this policy. The library director will also decide whether or not to withdraw the material in question and will write to the patron, giving the reasons for the decision. If the patron is not satisfied by the library director decision, the item will be referred to the library committee for further review. Materials subject to complaint shall not be removed from use pending final action.

## **Library Card Policy**

Maggie Osgood Library cards allow their holders to borrow a wide variety of free information and entertainment materials. They also provide access to electronic resources remotely. Any resident of zip codes 97452, 97438 and 97531 is eligible to receive a free library card.

The library will honor valid library cards from other Lane County libraries and library cards from participating Oregon Passport Libraries.

- Patrons 18 and older may receive a regular library card by visiting the library and providing name, mailing address, street address, contact information, and date of birth.
- Patrons 17 or younger must have approval of a parent/guardian accepting responsibility. The person accepting responsibility for use of the library card (the adult or parent/guardian) must provide proof of identification and current residence and mailing address.
- Records of inactive library patrons may be purged after three years of inactivity.

Acceptable proof of identification and residency include but are not limited to the following:

- Valid government-issued photo ID or voter's registration card
- Valid student photo identification
- Utility bill
- Rent receipt signed by a landlord
- Lease or mortgage agreement
- Imprinted check
- Postmarked piece of mail delivered to the mailing address

For patrons 17 and under, a parent/guardian's card in good standing may be used as proof of residence and mailing address. Library staff and volunteers will use sound but flexible judgment in accepting applications and proof of address, remembering that the library's major aims are to verify that the applicant lives in an area eligible for a free card and have enough information to contact the patron regarding hold pickup, billing, and other notices.

Patrons who come to a library without sufficient identification to get a library card are welcome to use the library facilities, including any materials and equipment, and take any free items on offer. If a patron loses his/her library card, he should notify the library as soon as possible and request a replacement.

### **Privileges and Restrictions**

- Library cards are not transferable.
- Each adult patron must have his/her own card to check out materials. Parents and/or Guardians may authorize their children 17 years of age and younger to use their library card.
- To check out, patrons must show the card in person, show it digitally, provide valid photo ID, or verify information on the account.
- Family members living in the same household may pick up each other's holds. A patron also may allow another individual to pick up his/her holds by giving that individual the card to present at the library.
- If doing business remotely, the patron must verify information on the account.
- Reserves may be placed through the online library catalog or in person.

To help optimize availability of the collection to the public, the library limits the total number of items that can be checked out at the same time on a regular card to 20. A temporary limit on titles in a specific subject area may be set to allow equity of access.

Because holds are labor-intensive services, patrons also are limited to five outstanding holds. Patrons will be notified by email when holds are available. If a waiting list exists, the item must be picked up by the patron within 10 days of notification.

Provisional cards are issued to individuals with unstable living situations, such as those experiencing homelessness or those living in domestic violence shelters. To receive a provisional

card, individuals must present a government-issued photo ID (it does not have to be valid) and give a contact phone number. Cards are limited to two items checked out at once, one hold, and expire in three months but may be renewed.

### **Loan Periods**

Most circulating materials check out for three weeks. Movies check out for one week. Physical audio books check out for 4 weeks. Patrons may renew materials on the library's website or by contacting the library. An item may not be renewed if another person has a hold on it, it has already been renewed twice, or the patron has been billed for the item.

### **Fees**

Because the library is committed to equity of access, there are no fines for overdue materials. The library collects fees for the following:

- Lost or irreparably damaged items: Retail cost of item + \$5 processing fee. Patrons may bring in a good identical copy of an item to have the retail cost waived. They will still be charged the processing fee.
- Damaged items, if repairable: \$10 or the cost of the repair, whichever is higher.
- Destroyed media case: \$5.
- Lost media piece (e.g. disc from an audiobook or DVD series), if individually replaceable: \$10 or the replacement cost, whichever is higher.

Fees paid for lost materials may be refunded, less the processing fee, if they are returned in good condition within six months of having paid the fee.

If payment of fees represents a hardship the patron may speak to the library director for alternative means of taking responsibility for the lost or destroyed material.

### **Overdue Charges and Billing**

Patrons will be notified about overdue materials by e-mail only. Otherwise, it is the patron's responsibility to monitor their record for overdue items. If a patron fails to return overdue materials within four weeks of the due date, the material will be considered lost and the patron will be billed for the item.

The library will not check out materials to any patron with outstanding fees exceeding \$15. Borrowing privileges will be restored when outstanding fees are brought under \$15. Exceptions to any provisions of this policy are at the discretion of the Library Director.

## **Gift and Donation Policy**

The Maggie Osgood Library welcomes and encourages gifts and donations that are consistent with the library's mission statement.

The Library Director will maintain a list of desired materials for those who wish to purchase material as a memorial, or in celebration of a milestone.

### **Donations for the library collection**

The Maggie Osgood Library accepts donations of print (books) and non-print (DVDs, Audiobook CDs, etc.) Items must be in good condition and meet current collection development criteria. Items in poor physical condition, outdated material formats, condensed/abridged titles, textbooks, and encyclopedias will not generally be accepted for donation. The library's acceptance of a donated item does not constitute an agreement to add it to the collection; the library will make all necessary decisions as to the retention, location, cataloging and other considerations related to the use, disposition and disposal of all donations. Unused donations cannot be returned to the donor. All donations are accepted with the understanding that if the library is unable to use the materials, they will be discarded as described in the Collection Development Policy. The library does not assess the value of gifts made to the library. Valuation should be determined by the donor. If the requested item is retained for the collection the donor may request a book plate commemorating the donation.

### **Monetary Donations**

Monetary donations may be made to the Maggie Osgood Library or the City of Lowell and are tax-deductible.

### **Other Gifts**

Gifts and donations other than items which can be used in the library's collection (such as furniture, etc.) must be discussed with the library director who will make the final determination to accept or decline the gift. If desired, a commemorative marker will be included with the item. These gifts will be considered considering the following criteria:

- Relevance to the library's mission statement
- Space and security required to house or store the gift(s)
- Cost to maintain or preserve the gift(s.)

## **Privacy Policy**

The First Amendment of the United States Constitution guarantees freedom of speech with the corresponding right to hear what is spoken and read what is written without fear of government

intrusion, intimidation, or reprisal. Confidentiality is the primary means of providing First Amendment protection for public library users.

Oregon law recognizes the Maggie Osgood Library as a public body subject to public records law. The library's policies on its records can be found in the City of Lowell's Public Records Policy. However, Oregon public records law also allows libraries to exempt certain records. In accordance with this law, the following library records are exempt from disclosure:

- Records showing the use of specific library materials, whether analog or electronic, consulted, borrowed, acquired, or transmitted, by a named person; or
- Records showing the name of a patron together with the person's address, email address, telephone number, or other personally-identifiable information.

The library is committed to protecting every patron's library records. However, upon issuance of a court order, the library may be required to disclose borrower records to law enforcement agencies. Depending on the court order, the library may or may not be allowed to disclose to the patron or anyone else, with the exception of legal counsel, that the records were released. These records include, but are not limited to circulation records, registration records and records regarding use of library information, materials, and services.

To protect patrons, if a court order is received, the library will not make library records available to any agency of state, federal, or local government without first consulting its legal counsel and unless a subpoena, warrant, court order, or other investigatory document is issued by a court of competent jurisdiction, showing good cause and in proper form. All such requests must be made through the library director.

To further protect library record privacy, the library shall electronically purge or manually shred the following records when they are no longer needed for regular library business:

- Records with personally-identifiable information including but not limited to a name together with an address, email, telephone number, or name of a library material used or accessed.
- Records showing information on use of the library's computer networks that can be specifically identified with a particular user or device.

The library reserves the right to use library records for administrative purposes, such as recovering overdue materials, payment for lost items, customer surveys, or other administrative communications.

The library does not allow use of library records for fundraising or political purposes. In all contracts with third-party agents, the library will protect patron and staff privacy to the greatest extent reasonable under the circumstances. Nothing in this statement prevents the library from exercising its right to enforce its code of conduct, protect its facilities, network, and equipment from harm, or prevent the use of library facilities and equipment for illegal purposes.

## **Camera Monitoring**

For safety and security purposes, the city has installed security cameras in the City Hall and Maggie Osgood Library building. The cameras are in the library, City Hall, and exterior of the building. The cameras record all activity on the premises 24-hours a day. City staff also regularly monitor the camera recordings.

## **Programming Policy**

The Maggie Osgood Library presents programs that serve its mission to provide access to the power of information and imagination. These programs often are presented in cooperation with other private and public entities. As part of the library's role as an educational and cultural community center, programs are designed to meet the interests and needs of the community. Programs help the library meet information needs, enhance and extend the library collection, and provide entertainment. Programs may represent the wide range of ideas and views contained, and the programs will reflect the library's philosophy of free access to information. The ultimate responsibility for selection of library programs rests with the Library Director.

Library-sponsored programs generally are free and open to the public, though exceptions can be made. Programs are not allowed to serve as a platform for generating income for any group or individual, other than funds for the library or partnering nonprofit or governmental organizations whose missions align with the library's mission. Products or services shall not be sold during presentations. Exceptions are authors, performers, directors/producers, and artists who present programs in cooperation with the library. Those individuals may sell materials related to the presentation immediately before or after the program. If appropriate, program materials may include names and information about partnering and sponsoring entities, including mentions on promotional materials, in program introductions, and distribution of materials immediately before or after the program. This does not constitute endorsement, merely acknowledgment.

Requests for programs are welcomed and will be accommodated as time, space, and budget allow.

## **Meeting Room Policy**

Meeting room space is provided to promote the library's mission. Meeting room space is reserved primarily for library and city activities. Nonprofit, civic, and community organizations or government entities may use meeting room space without charge for non-commercial uses such as meetings, lectures, or similar activities whenever a conflict does not exist with city or library activities. Such events must be open to the general public.

Businesses and commercial organizations may use the meeting room without charge for educational and informational purposes or for staff meetings and trainings.

Meeting room use does not constitute library endorsement of the beliefs or ideas expressed by users of the space. Events will not be publicized in a manner suggesting library sponsorship or affiliation. The library's name, address, email, or phone number may not be used as the contact information for any event except those sponsored by the library.

### **Rules on Using the Meeting Room**

The meeting room is considered a limited public forum and thus is open to all legal content and viewpoints, with the restrictions noted in this policy. Space is available to the public on a first-come, first-served basis and may be reserved up to two months in advance. Applications may be filed in person or electronically.

To allow maximum access to the room, regular weekly bookings are allowed at the discretion of the library director, taking into account the requested duration of the booking and the foreseeable availability of the room. Event organizers are responsible for abiding by the terms of this policy, other library and city policies, any accompanying rules of use, and local, state, and federal laws. Violation of these terms may result in denial of future access to the meeting room space.

An event organizer wishing to book the room must be a responsible adult over age 17. This person shall assume full responsibility for any injury or damage to city property, building, furnishings, artwork, or equipment that results from the group's use of the facility.

When an event includes people younger than age eighteen, the following number of adults are required for each age group of children, per Oregon regulations regarding childcare: Ages 0-2: 1 adult per 4 children Age 2: 1 adult per 5 children Ages 3-4: 1 adult per 10 children Ages 5-17: 1 adult per 15 children. People attending events must make their own provisions for childcare and supervision and the organizer must ensure that children under age 10 be accompanied by a parent, guardian, or responsible caregiver 14 or older. Children 5 and under must always be in proximity and within sight of the person responsible for their safety.

Users are responsible for setting up chairs or tables. Furniture may not be moved from one room to another without staff approval. All furniture and equipment must be returned to their original locations. Materials are not to be attached to walls, windows, doors, or furnishings except at the direction of a city staff member. The library does not assume liability for personal injuries, nor does it assume liability for damage or theft of personal property which occur because of the actions of the organizers or participants in events scheduled in library facilities. When not scheduled, anyone may use the Meeting Room on a first-come, first-served basis, but priority is given to groups over individuals. Maximum room capacity is people, including organizers/presenters. Meeting organizers are responsible for crowd control. Meetings must be confined to the Meeting Room. Programs must not interfere with library operations.

## **Use Restrictions Policy**

Sometimes a patron's behavior may necessitate restricting his/her use of library services. Such behavior includes but is not limited to violations of library policies as well as violations of federal, state, or local statutes.

### **Responsibility and Restrictions**

The library director is responsible for determining whether behavior(s) of patrons are unacceptable as delineated by library policies. When such behavior occurs, staff are authorized to restrict a patron's access to library services in a way that is appropriate to address the unacceptable behavior and past actions by the patron. Such sanctions include, but are not limited to, the following:

- Bans from using the relevant service (e.g. meeting room, computers, bulletin boards);
- Loss of library card privileges;
- Billing for damage;
- Requirement for accompaniment by a parent, guardian, or caretaker;
- Ejection from library property (temporary, conditional, or extended).

Library staff will use sound but flexible judgment in determining appropriate sanctions and lengths. A report of any sanctions will be made and filed in the daily incident report of the library.

### **Warnings**

At his or her discretion and depending upon the specific actions by an offending patron, the library director may warn a patron up to twice before imposing a sanction. Subsequent similar behavior by the same individual may not require warning before sanctions are issued, and such sanctions may be more severe. While the library views this policy as primarily corrective and progressive, it is not possible to define in advance the specific action to be taken in response to every behavior and the need to protect the safety of library patrons. Consequently, the library reserves the right to take appropriate action, including immediate ejection from city property, in response to circumstances and events on a case-by-case basis.

For instance, staff may restrict a patron's use of services, or immediately eject a patron without warning for more severe violations of policy, including abusing library staff, volunteers or patrons, abusing city property, attempting to alter or compromise library technology or networks, or violations of local, state, or federal laws.

Staff will make a written record of any instances in which sanctions are issued and will maintain current lists of patrons who are restricted from using library services and are banned from the library.

## **Internet Use Policy**

To fulfill its mission of providing public access to information of all types in a wide range of formats, the Maggie Osgood Library provides access to Internet resources. The Internet offers access to many valuable local, national, and international sources of information. However, some information found on the Internet may be inaccurate, incomplete, dated, or offensive to some individuals. A good information consumer must evaluate the accuracy and appropriateness of all information. Library patrons use the Internet at their own risk. The library is not responsible for the content of the Internet, changes in content of the sources to which the library pages link, or for the content of sources accessed through secondary links.

### **Access by Minors**

Consent given on the part of parents or legal guardians for a library card constitutes acknowledgment by the parents or guardians that they have a responsibility for monitoring their child's use of all library resources, including the public computers. Parents or legal guardians should guide their children in use of the Internet and inform them about materials they should not use. Although the library affirms and acknowledges the rights and responsibilities of parents and guardians to monitor and determine their children's access to library materials and resources, including those available through the Internet, the library has taken certain measures designed to assist in the safe and effective use of these resources by all minors, including providing Internet filtering. To address the issue of the safety and security of minors who use email, social media, and other forms of direct electronic communications, and to warn them against making unauthorized disclosures about their Internet use and personal identification information, the library urges minors to keep in mind the following safety guidelines:

- Never give out identifying information such as home address, school name, or telephone number.
- Let parents or guardians decide whether personal information such as age, marital status, or financial information should be revealed.
- Never arrange a face-to-face meeting with someone via the computer without parents' or guardians' approval.
- Never respond to messages that are suggestive, obscene, threatening, or make one uncomfortable.
- Have parents or guardians report an incident to local authorities and the National Center for Missing and Exploited Children at 1-800-843-5678 if one becomes aware of the transmission of child pornography.
- Remember that people online may not be who they say they are.
- Remember that everything one reads may not be true.

## **Internet Workstation Guidelines**

The Library promotes responsible use of the Internet and of its computer workstations by the following:

- Each library patron is entitled to a specified amount of time at a library Internet workstation each day.
- Behavior that will interfere with another person's concentration when using computer workstations is prohibited. Such behaviors include, but are not limited to, loudly conversing with others, using cell phones inappropriately, switching computers frequently, playing in the computer area, and climbing or standing on furniture.
- Workstation use is limited to one person per workstation except in special circumstances.
- Library staff has the right to restrict the length of time any individual may use Internet workstations, particularly when others are waiting to use them.
- Parents are responsible for directing and guiding their children's use of the Internet.

## **Acceptable Use of Internet Workstations**

The following is a list of acceptable uses:

- Research using the Internet.
- Accessing the library materials catalog.
- Doing word processing, spreadsheets, and presentations.
- Accessing e-mail via web-based services.

Our workstations have had their operating systems secured to reduce the need for technical support that inevitably comes from providing public access to PCs. They have the following limitations:

- Documents cannot be saved to the PCs' hard drive. If you wish to save files, bring your own device such as a flash drive.
- Due to the nature of the Internet, services apart from those for which our machines are designed may not be available; e.g., chat, playing games, streaming video and audio, and so on. These are not library supported or controlled.
- The library makes no guarantee that the Internet will be available for use.
- Staff and volunteer assistance for the public in the use of Internet workstations is necessarily limited. Staff will help to the best of our abilities, but responsibility for using and learning how to use Internet workstations ultimately rests with the user.

## **Unacceptable Uses of Internet Workstations**

- Viewing material that violates federal, state or local laws or regulations, including those regarding accessing, viewing, printing and distributing obscenity or child pornography. Staff

may direct Internet users to avoid the display of images that create a sexually hostile environment for library users and/or staff. Because Roseburg Public Library is a public place, staff has the authority to end an Internet session that displays inappropriate material.

- Using computers to gain access to the library's network or computer systems or to any other restricted network or computer system.
- Using computer accounts, access codes, or network identification numbers without authorized permission.
- Violating copyright laws or licensing agreements pertaining to software, files, and other resources obtained electronically.
- Violating another user's privacy.
- Attempting to alter software configurations or to cause degradation of system performance.
- Engaging in any activity that is deliberately and maliciously offensive, libelous, or slanderous.
- Installing or downloading any software.
- Disrupting or interfering with network users or services. Such interference or disruption includes, but is not limited to, distribution of unsolicited advertising, harassment of others, propagation of computer worms or viruses, randomly initiating interactive electronic communications, and overuse of interactive network utilities.
- Tampering with, destroying, or damaging equipment, software, or data belonging to the library.
- Seeking unauthorized access to networks and systems, including so-called "hacking."

## **Filtering**

By default the Maggie Osgood Library filters all Internet workstations. Filtering software may not block all material users find offensive. Individual users must accept responsibility for determining the suitability of content for their children.

Adults may request filter override for the sake of research or other information gathering.

## **Public Computer Usage Agreement**

Computer users will agree to the following terms each time they log onto a library computer:

*As a user of this computer (or, as a user of the library's Wi-Fi), you agree not to:*

- *Mishandle, damage, or attempt to damage Maggie Osgood Library equipment or software.*
- *Hack into any computer network or system.*
- *Interfere with system operations, integrity, or security.*
- *Gain or attempt to gain access to another person or entity's files or authorization code(s).*
- *Harass people or organizations with messages, prints, or images.*
- *Violate copyright laws and software licensing agreements.*

- *Engage in any activity that constitutes a criminal offense under federal, state, or local laws and regulations.*
- *In addition patrons will be asked to sign a copy of this policy the first time they access the library computers. Hardcopies of these forms will be maintained by library staff.*

### **Time and other limits**

To access the Internet a patron must use their own library card number. A visitor who does not have a library card may receive an Internet guest pass by signing up and showing current, valid photo identification.

Each person can access a minimum two one-hour sessions per day on library public computers. The first hour will automatically extend unless there is someone else waiting in the queue. Patrons must use their own library card number or guest pass number to sign up for a computer and log in.

The library's computers are set up for use by a single individual. Non-disruptive group work may be allowed.

### **Printing**

Printer copies from public computer workstations are available for a fee, according to the latest fee schedule. Patrons are expected to check before they print so that they do not print material they do not need.

### **Privacy of Information**

We recommend against entering private or personal information on any public Internet workstation. This includes entering logins and passwords for bank accounts, stock brokerage accounts, commercial vendor accounts, and the like. We do not, and cannot, guarantee the privacy of any such information entered on a public workstation. Our machines are meant to be used for research purposes and not as a means of conducting personal or corporate business. The USA Patriot Act (2001) also affects the privacy of library records.

### **Wireless Internet Access**

- The Maggie Osgood Library provides wireless Internet access to library users. This wireless access is not filtered, and it is not secure.
- All Unacceptable Uses of Internet Workstations noted above apply to patrons' use of the library's wireless Internet service.
- Be advised that our limited technical support time always will be focused first on our online system and second on public Internet access through our library workstations. We cannot guarantee wireless service will always be available when the library is open. Please inform us if you believe the service is down. Our policies for public Internet workstations apply to wireless users, as well.
- The library does not provide support or advice in getting your personal laptop enabled for wireless service. Please contact your service provider if you need help.

- Entering private or personal information on any public Internet workstation or wireless network is not recommended. This includes entering logins and passwords for bank accounts, stock brokerage accounts, commercial vendor accounts, and the like. We do not, and cannot, guarantee the privacy of any such information entered on a public workstation or a wireless connection. Our Internet access is meant to be used for research purposes and not as a means of conducting personal or corporate business.

### **Enforcement of Policies**

The library director is authorized to interpret and enforce these policies in accordance with applicable law and to ensure appropriate behavior of all persons in the library facilities. Persons found to be violating these rules will be asked to discontinue that activity. If they continue, they may be asked to leave the library facility. If they refuse, police assistance may be sought by library staff.

### **Public Notice Bulletin Board Policy**

Bulletin board materials may be submitted for posting by nonprofit organizations for civic, educational, or cultural purposes. Such organizations may submit literature publicizing a specific event. Limited space generally allows only short-term notices. The director must approve all postings and may prohibit postings which do not meet library standards. Library staff will place and remove postings promptly.

Each item posted must be dated and signed. A request for return of items, along with name and telephone number of person to be contacted, should be printed on the back of each article. Unless such arrangements are specified, items must be picked up the day following the date of the publicized event if the owners want them returned. Otherwise, the library will not be responsible for returning materials.

### **Children's Safety and Unattended Child Policy**

The Maggie Osgood Library is dedicated to providing a welcoming environment that encourages children to visit the library, use library collections and services, and attend library programs. Library staff and volunteers are available to assist and support children with their use of library resources. The library is a public building, open to everyone and a child's safety cannot be guaranteed. Children may encounter hazards in the library such as doors, furniture, electrical equipment and other patrons.

The library is not responsible for a minor's selection of library materials, attendance at programs or use of the Internet or other services. Parents, guardians, or responsible adults are expected to accompany their minor children in the use of library materials and services, including computer use.

The responsibility for the behavior and well-being of children using the library rests with the parent, guardian, or designated caregiver. Library staff members cannot supervise children in the Library. The library does not serve in loco parentis.

## **Practice**

Children under 10 years of age must be accompanied by a parent, guardian, or designated responsible caregiver (16 years of age or older) at all times while in the Library. Caregivers must supervise and provide guidance for children during the entire library visit.

Oregon Revised Statutes (ORS) 163.545: Child neglect in the second degree. (1) A person having custody or control of a child under 10 years of age commits the crime of child neglect in the second degree if, with criminal negligence, the person leaves the child unattended in or at any place for such period of time as may be likely to endanger the health or welfare of such child. (2) Child neglect in the second degree is a Class A misdemeanor.

**In the following situations, Library staff will take the actions outlined below for all children zero (0) to seventeen (17) years of age:**

- A child is alone and frightened or crying in the library.
- A child is alone and doing something dangerous, or another person in the library seems to be a danger to the child.
- A child is alone and is not following the Library Code of Conduct.
- No caregiver comes to pick a child up at closing time.

*Library staff members will evaluate the situation and try to contact the child's parent or guardian. If staff cannot reach the parent or guardian, he or she will place the child in the care of the appropriate local agency which may include law enforcement.*

# Agenda Item Sheet

## City of Lowell City Council

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Type of item:

Discussion

Item title/recommended action:

Review letter from Oregon League of Cities regarding homelessness response and prevention services. – Discussion/ Possible action

Justification or background:

The League of Cities forwarded a letter earlier this month to member cities regarding direct allocations for homelessness response and prevention services. The LOC is requesting input from its members on its interest in participating in such a program. The LOC is requesting a list of capital project needs to response to homelessness. Staff cannot think of any capital needs from homeless response and prevention programs in Lowell. However, staff put this on the agenda for City Council discussion and direction. One idea for the direct allocation proposal in Lowell for the \$50,000 would be funding assistance for the local food bank, as well as rental assistance.

Budget impact:

Unknown at this time

Department or Council sponsor:

Administration

Attachments:

November 7 letter from the League of Cities

Meeting date:

11/15/2022

## Jeremy Caudle

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**From:** Angela Speier <aspeier@orcities.org>  
**Sent:** Monday, November 7, 2022 10:05 AM  
**To:** Angela Speier  
**Subject:** Partnership Needed to Solve Statewide Homelessness Emergency

Good afternoon,

On Tuesday, October 18 I sent you an email asking if you would like to partner with the LOC and the Oregon Mayors Association (OMA) in support of two separate, yet parallel, budget proposals during the 2023 Legislative Session: (1) a budget package which provides direct allocation to cities for homelessness response and prevention services; and (2) a budget package that provides capital improvement funding for cities.

OMA is proposing a direct allocation of funding from the state to each incorporated city in Oregon for cities to use in their homelessness response and prevention services.

- It is proposed that each city will be allocated funds in an amount equal to \$40 per resident, in accordance with the latest official population estimates from Portland State University.
- The proposal requires that in no instance will an incorporated city receive less than \$50,000 in direct funding.
- OMA's proposal provides cities the ability to elect to use the funds for their own homelessness response and prevention services, or to redirect their funds to community partners who are required to use the funds for homelessness response and prevention services.

OMA's proposal states that funds must be used for homelessness response and prevention services, which may include:

- Abatement/clean-up
- Environmental mitigation
- Affordable housing
- Capital construction or improvement costs related to homelessness or affordable housing measures
- Community resource officers
- Education and outreach
- Food bank assistance
- Shelter and/or transitional housing
- Hygiene stations
- Operation costs
- Outreach workers
- Prevention

With a \$50,000 guarantee for all cities, and a \$40.00 per resident multiplier in place, based on the April 19, 2022, PSU population estimates, the total amount requested would equal \$123,575,800.00 annually.

In addition to the direct allocations, the proposal requires a meaningful allocation from the state for coordinated capital construction investments for specific shelter and transitional housing projects, statewide. It is expected that a final dollar amount for needed capital construction investments will equal between \$125 to \$175 million. The OMA is seeking information from Oregon cities about any needs they may have for capital construction investments from the state in their local responses to addressing the homelessness crisis.

The OMA Homelessness Taskforce and the OMA Board of Directors seek the support of Oregon's 241 cities for the above-described proposal. In an effort to present the legislature and Oregon's next governor with a truly coordinated and collaborative proposal, the OMA hopes to submit its legislative request with as many city partners as possible. To explain the statewide nature of this crisis, the League of Oregon Cities (LOC), in partnership with the OMA, has secured the services of a communications specialist to work directly with cities interested in supporting the OMA proposal. The communications specialist will work directly with interested cities to develop a one-page document that outlines a city's unique experience with homelessness, and how the funding proposed by the OMA would help the city respond to, or even prevent, homelessness in their community. Work performed by the consultant in support of the OMA proposal will be paid for by the LOC.

If your city is interested in supporting this proposal, please let me know and provide me with a list of any capital project funding your city needs to address or prevent homelessness. We are compiling a list of all capital project needs to submit as part of one comprehensive funding package. Some cities have submitted things like "\$250,000 for portable showers/toilets" or "\$2.5 million to build a navigation center."

We know this will likely require city council approval, but we would greatly appreciate a response by November 23, 2022.

Sincerely,

Angela



Angela Speier, *Project & Affiliates Manager*

503-588-6550 direct: 503-540-6599

1201 Court St. NE, Suite 200, Salem, OR 97301-4194

[www.orcities.org](http://www.orcities.org)

