

Lowell City Council
Regular Meeting and Executive Session Agenda
Tuesday May 18, 2021, at 7 P.M.

Maggie Osgood Library
70 N. Pioneer Street

This meeting will be held electronically through Zoom. Members of the public are encouraged to provide comment or testimony through the following:

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

Regular Meeting Agenda

Call to Order/Roll Call/Pledge

Councilors: Mayor Bennett ____ Harris ____ Stratis ____ Dragt ____ Myers ____

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.

- Approval of the minutes for the April 20, 2021 City Council Regular Meeting
- Approval of the minutes for the May 6, 2021 City Council Special Meeting and Work Session
- Financial Report for April 2021
- Check Register for April 2021

<p>The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to the City Clerk, Joyce Donnell, at 541-937-2157.</p>
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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.

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

- City Administrator report
- Public Works report
- Police report

Old Business

1. Motion to approve a second reading of Ordinance 303, "An ordinance granting Douglas Services, Inc., locally known as Douglas Fast Net (DFN), a non-exclusive franchise for the construction, operations, and maintenance of a fiber optics telecommunications system."
2. Motion to approve a second reading of Ordinance 304, "An ordinance adopting the vacation of a slope easement located on map and tax lot 19-01-14-13-04900 of lot 51 on the second addition to Sunridge subdivision."

New Business

1. Hearing to consider an appeal of Planning Commission approval of Land Use Application #2021-03, which granted a variance to the front yard setback for lots 45, 47, 49, and 51 of the Sunridge Second Addition Subdivision.
 - a. Presentation of staff report – Henry Hearley, Associate Planner, Lane Council of Governments
 - b. Public hearing
 - c. City Council discussion
 - d. Motion to affirm (or overturn) the Planning Commission's decision on Land Use Application #2021-03
2. Motion to approve an architectural services agreement with Wilson Architecture in the amount \$53,000 for the Maggie Osgood Library renovation project and to authorize the City Administrator to sign.

3. Motion to declare 33 church pews located at 70 N. Pioneer Street as surplus property and to authorize the City Administrator to dispose of the surplus property through auction or any other method listed in Section 2.108(f) of the Lowell Revised Code.
4. Motion to approve a quote in the amount of \$9,200 from Michael Scnear Excavation LLC for stormwater improvements and to authorize the City Administrator to sign.
5. Motion to authorize the City Administrator to prepare for and negotiate the sale of the City's vacant property located at 8 North Hyland Lane in accordance with O.R.S. 221-725.
6. Motion to authorize the City Administrator to hire two part-time, seasonal, and temporary laborers for the Public Works Department.

Other Business

Mayor Comments

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

Adjourn the Regular Meeting

The executive session will take place immediately following the regular meeting.

Executive Session Agenda

Executive Sessions are closed to the public. Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No Executive Session may be held for the purpose of taking final action or making any final decision.

Call to Order/Roll Call

Councilors: Mayor Bennett____Myers____Harris____Stratis____Dragt ____

Executive Session:

To conduct deliberations with persons designated by the governing body to negotiate real property transactions, pursuant to ORS 192.660(2)(e).

Adjourn the Executive Session

City of Lowell, Oregon
Minutes of the City Council Regular Session
April 20, 2021

The Regular Session was called to order at 7:01 PM by Mayor Bennett.

Members Present: Mayor Don Bennett, Gail Harris, Samantha Dragt, Tim Stratis, John Myers

Staff Present: CA Jeremy Caudle, Public Works Director Max Baker

Consent Agenda: Councilor Dragt moved to approve the Consent Agenda as presented, second by Councilor Myers. PASS 5:0

Public Comments: CA Caudle read a written statement from Mark G Bennett 512 Sunridge Lane, on concerns with the fire hazards related to the Railroad Right -of-Way lack of maintenance. George Wild 200 Marina Vista Drive, voiced concerns regarding the excessive speed on North Shore Drive, and the dangerous conditions for pedestrians.

Council Comments: None

City Administrator Report: CA Caudle presented report which included Committee Meetings, update on RFP for architectural services for Library, Park renovation projects, and meetings he attended. Council requested items to be brought forward to the work session.

Public Works Report: No report

Police Report: March report provided in packet.

Old Business: None

New Business:

- **Motion to approve Community Grant Program application from Pine Needlers Quilt Group in the amount of \$1,500 for the 17th Annual Pine Needlers' Quilt Show – CA Caudle presented item. Councilor Harris moved to approve Community Grant Program application from Pine Needlers Quilt Group in the amount of \$1,500 for the 17th Annual Pine Needlers' Quilt Show, second by Councilor Myers. PASS 5:0**
- **Motion to approve Community Grant Program application from the Lowell School District Summer Recreation and Fitness Program in the amount of \$2,000 – CA Caudle presented item. Councilor Stratis moved to approve Community Grant Program application from the Lowell School District Summer Recreation and Fitness Program in the amount of \$2,000, second by Councilor Dragt. PASS 5:0**
- **Review liquor license renewal notification from the Oregon Liquor Control Commission for Armandos 3 located at 243 N. Moss Street – CA Caudle presented item. The Council gave favorable recommendation.**
- **Motion to approve Resolution 760 - A Resolution Adopting A Cross-Connection and Backflow Opt-In/Opt-Out Program – CA Caudle presented item. Max Baker Public Works Director gave additional information. Councilor Dragt moved to approve Resolution 760 - A Resolution Adopting A Cross-Connection and Backflow Opt-In/Opt-Out Program, second by Councilor Myers. PASS 5:0**

- **Motion to approve a Water Treatment Plant Tracer Study with Civil West Engineering in the amount of \$9,003 and to authorize the City Administrator to sign and accept the scope of services – Max Baker Public Works Director presented item. Councilor Dragt moved to approve a Water Treatment Plant Tracer Study with Civil West Engineering in the amount not to exceed \$9,003 and to authorize the City Administrator to sign and accept the scope of services, second by Councilor Stratis. PASS 5:0**
- **Motion to authorize the City Administrator to purchase a digester blower for an amount not to exceed \$6,000 – Max Baker Public Works Director presented item. Councilor Stratis moved to authorize the City Administrator to purchase a digester blower for an amount not to exceed \$6,000, second by Councilor Harris. PASS 5:0**

Other Business: None

Mayor Comments: Provided a report from Lane ACT meeting.

Community Comments – Hall O'Regan 62 E 3rd Street voiced support of George Wild's concern about speed on the roads and added Moss Street. He also inquired an update to the Paul Fisher Park irrigation project, CA Caudle and M. Baker, Public Works Director responded. Steven Paulson 520 Sunridge Lane, voiced support of Mark G Bennett's letter and empathize the meadow above the Railroad Right-of-Way needs maintenance for fire safety concerns.

Adjourn: 7:52 PM

Approved: _____
Don Bennett, Mayor

Date

Attest: _____
Jeremy Caudle, City Recorder

Date

City of Lowell, Oregon
Minutes of the City Council Special Meeting & Work Session
May 6, 2021
Maggie Osgood Library

The Special Meeting was called to order at 7:03 PM by Mayor Bennett.

Members Present: Mayor Bennett, Gail Harris, Tim Stratis, Samantha Dragt, John Myers

Staff Present: CA Jeremy Caudle, Max Baker - Public Works Director

Public Comments – None

New Business:

- **Presentation by Curt Wilson of Wilson Architecture regarding the request for proposal process for the Maggie Osgood Library renovation project.**
- **First reading approval of Ordinance 304 - An Ordinance Adopting the Vacation of a Slope Easement Located on Map and Tax Lot 19-01-14-13-04900 of Lot 51 on the Second Addition to Sunridge Subdivision.** Henry Hearly, Associate Planner, Lane Council of Governments presented staff report.

Recess Regular Session: 7:22

Open Public Hearing: 7:22

- **Public Comment** – Mia Nelson, 40160 E 1st Street, presented information in favor of ordinance. Dan Fischer, 16842 S Howards Mill Drive, Beavercreek OR, property owner spoke in favor.

Closed Public Hearing: 7:39 PM

Reconvene Regular Session: 7:39 PM

- **City Council discussion - Councilor Myers moved to have a reading of Ordinance 304 by title only, second by Councilor Stratis. PASS 5:0** Mayor Bennett proceeded with the First Reading by Title Only of Ordinance 304. **Councilor Myers move to proceed with second reading of Ordinance 304 at the May 18th meeting, second by Councilor Dragt. PASS 5:0**
- **First reading approval of Ordinance 303 – An Ordinance Granting Douglas Services, Inc., Locally Known as Douglas Fast Net (DFN), a Non-Exclusive Franchise for the Construction, Operations, and Maintenance of a Fiber Optics Telecommunication System - CA Caudle introduced item.**

Recess Regular Session: 7:46 PM

Open Public Hearing: 7:46 PM

- **Public Comment** – None

Closed Public Hearing – 7:47 PM

Reconvene Regular Session: 7:47 PM

- **City Council discussion - Councilor Myers moved to have a reading of Ordinance 303 by Title Only, second by Councilor Dragt. PASS 5:0** Mayor Bennett proceeded to read

Ordinance 303 by Title Only. **Councilor Myers move to proceed with second reading of Ordinance 303 at the May 18th meeting, second by Councilor Dragt. PASS 5:0**

- **Motion to authorize the City Administrator to approve estimate #8138 with Graham Landscape and Design in the amount of \$5,000 for irrigation installation and repair for Paul Fisher Park - CA Caudle introduced item. Max Baker - Public Works Director, provided additional information. Councilor Myers moved to authorize the City Administrator to approve estimate #8138 with Graham Landscape and Design in the amount of \$5,000 for irrigation installation and repair for Paul Fisher Park. Second by Councilor Dragt. PASS 5:0**

Other Business: None

Adjourn: 8:04 PM

Work Session was called to order at 8:05 PM by Mayor Bennett.

Members Present: Mayor Bennett, Gail Harris, Tim Stratis, Samantha Dragt, John Myers

Staff Present: CA Jeremy Caudle, Max Baker - Public Works Director

Work Session Topic(s)

1. **Update on architect selection process for Maggie Osgood Library renovation project –** CA Caudle introduced item. Councilor Harris provided additional information in favor of Wilson Architecture.
2. **Discussion of options for relocating City Hall –** CA Caudle introduced item, discussion followed by council.
3. **Discussion on brush clearing on City properties located at tax map number 1901141306300 and 1901141306400 –** Mayor Bennett introduced item and provided history on topic. Discussion followed with council.
4. **Presentation of irrigation and well plan for city parks –** CA Caudle provided additional information.
5. **Follow up discussion on site preparation activities at E Main Street –** CA Caudle provided history on item. Council discussed options.
6. **Discussion regarding debt financing options to implement Rolling Rock Park Phase 1 Improvements –** CA Caudle introduced item and information update. Council discussed moving forward with plan.

Other Business:

1. **Hanging baskets in Rolling Rock Park and banners –** Councilor Stratis addressed the topic. Discussion on what would be required to establish hanging baskets in the park and decorations.
2. **Weed spraying and asphalt sealing at library –** Council discussed options on how to prevent any further degrading of the parking lot.
3. **Discussion on police coverage within the city -** Councilor Harris addressed the issue, followed by Council discussion.

Other Business: Mayor Bennett stated that Jeremy Caudle is approaching his 6-month evaluation and discussed options for the evaluation process.

Public Comment: Hall O'Regan, 62 E 3rd Street requested clarification on City Hall/Library project, stated that he felt the police issue is a county problem and said there has been a significant increase in vandalism occurring in the park.

Adjourn: 9:25 PM

Approved: _____
Don Bennett, Mayor

Date

Attest: _____
Jeremy Caudle, City Recorder

Date

CITY OF LOWELL
COMBINED CASH INVESTMENT
APRIL 30, 2021

COMBINED CASH ACCOUNTS

999-1111	CASH IN BANK - CHECKING	572,798.12
999-1115	CASH IN BANK - LGIP	714,248.41
		<hr/>
	TOTAL COMBINED CASH	1,287,046.53
999-1110	CASH ALLOCATED TO FUNDS	(1,287,046.53)
		<hr/>
TOTAL UNALLOCATED CASH		.00
		<hr/> <hr/>

CASH ALLOCATION RECONCILIATION

110	ALLOCATION TO GENERAL FUND	242,476.91
220	ALLOCATION TO BUILDING FUND	32,940.50
230	ALLOCATION TO WATER FUND	77,210.44
240	ALLOCATION TO SEWER FUND	171,125.74
312	ALLOCATION TO STREET FUND	64,627.28
314	ALLOCATION TO BLACKBERRY JAM FUND	12,010.04
410	ALLOCATION TO PARKS SDC FUND	58,633.92
412	ALLOCATION TO STREETS SDC FUND	49,986.90
430	ALLOCATION TO WATER SDC FUND	328,927.09
440	ALLOCATION TO SEWER SDC FUND	146,026.95
445	ALLOCATION TO STORMWATER SDC FUND	47,937.65
520	ALLOCATION TO WATER RESERVE FUND	39,393.08
521	ALLOCATION TO SEWER RESERVE FUND	15,750.03
		<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS	1,287,046.53
	ALLOCATION FROM COMBINED CASH FUND - 999-1110	(1,287,046.53)
		<hr/>
ZERO PROOF IF ALLOCATIONS BALANCE		.00
		<hr/> <hr/>

CITY OF LOWELL
BALANCE SHEET
APRIL 30, 2021

GENERAL FUND

ASSETS

110-1110	ALLOCATED CASH	176,730.27	
110-1115	CASH IN BANK - LGIP	65,746.64	
110-1120	PETTY CASH	250.00	
110-1710	LAND	2,595,845.69	
110-1720	BUILDINGS & FACILITIES	430,908.77	
110-1730	EQUIPMENT & FURNISHINGS	31,362.28	
110-1740	VEHICLES & ROLLING STOCK	40,847.50	
110-1750	INFRASTRUCTURE	32,762.99	
110-1795	CONSTRUCTION IN PROGRESS	13,901.33	
110-1820	AD - BUILDINGS & FACILITIES	(168,676.36)	
110-1830	AD - EQUIPMENT & FURNISHINGS	(7,753.87)	
110-1840	AD - VEHICLES & ROLLING STOCK	(9,831.21)	
110-1850	AD - INFRASTRUCTURE	(14,253.95)	
TOTAL ASSETS			3,187,840.08

LIABILITIES AND EQUITY

LIABILITIES

110-2205	WAGES PAYABLE	2,189.25	
110-2210	PAYROLL TAXES PAYABLE	955.41	
110-2245	HEALTH INSURANCE PAYABLE	802.31	
110-2250	RETIREMENT PAYABLE	377.43	
110-2255	DEFERRED COMP PAYABLE	30.00	
110-2515	CET TAX COLLECTED	2,203.15	
110-2750	LONG TERM DEBT	803,036.97	
TOTAL LIABILITIES			809,594.52

FUND EQUITY

110-3100	BEGINNING FUND BALANCE	272,113.38	
110-3275	GASB - FIXED ASSETS	2,945,113.17	
110-3277	GAAP - LONG TERM DEBT	(803,036.97)	
REVENUE OVER EXPENDITURES - YTD		(35,944.02)	
BALANCE - CURRENT DATE		(35,944.02)	
TOTAL FUND EQUITY			2,378,245.56
TOTAL LIABILITIES AND EQUITY			3,187,840.08

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
110-310-4112	PROPERTY TAXES - CURRENT	651.71	149,067.67	147,051.00	(2,016.67)	101.4
110-310-4114	PROPERTY TAXES - PRIOR	137.47	2,325.18	3,223.00	897.82	72.1
	TOTAL TAXES	789.18	151,392.85	150,274.00	(1,118.85)	100.7
	<u>INVESTMENT EARNINGS</u>					
110-315-4125	INTEREST EARNED	61.35	1,421.76	5,826.00	4,404.24	24.4
	TOTAL INVESTMENT EARNINGS	61.35	1,421.76	5,826.00	4,404.24	24.4
	<u>INTERGOVERNMENTAL</u>					
110-320-4132	STATE REVENUE SHARING	.00	9,018.84	10,917.00	1,898.16	82.6
110-320-4134	CIGARETTE TAX	60.56	3,542.34	1,341.00	(2,201.34)	264.2
110-320-4136	LIQUOR TAX	1,530.53	15,293.64	20,292.00	4,998.36	75.4
110-320-4148	MARIJUANA TAX DISTRIBUTION	.00	4,964.26	4,386.00	(578.26)	113.2
	TOTAL INTERGOVERNMENTAL	1,591.09	32,819.08	36,936.00	4,116.92	88.9
	<u>GRANT REVENUES</u>					
110-325-4151	GENERAL GOVT - OPERATING GRANT	.00	44,265.24	264,243.00	219,977.76	16.8
110-325-4152	TOURISM - OPERATING GRANT	.00	10,274.00	7,603.00	(2,671.00)	135.1
110-325-4154	SUMMER READING - OPER GRANT	.00	.00	1,000.00	1,000.00	.0
110-325-4155	LIBRARY - CAPITAL GRANT	.00	.00	200,000.00	200,000.00	.0
110-325-4158	COMM DEV - OPERATING GRANT	.00	.00	1,000.00	1,000.00	.0
	TOTAL GRANT REVENUES	.00	54,539.24	473,846.00	419,306.76	11.5
	<u>FRANCHISE FEES</u>					
110-330-4310	CABLE FRANCHISE FEES	.00	4,901.99	5,938.00	1,036.01	82.6
110-330-4312	ELECTRIC FRANCHISE FEES	.00	51,266.23	49,048.00	(2,218.23)	104.5
110-330-4314	GARBAGE FRANCHISE FEES	.00	.00	4,000.00	4,000.00	.0
110-330-4316	TELECOM FRANCHISE FEES	.00	1,412.01	1,650.00	237.99	85.6
110-330-4318	WATER FRANCHISE FEES	.00	.00	17,776.00	17,776.00	.0
110-330-4320	SEWER FRANCHISE FEES	.00	.00	19,344.00	19,344.00	.0
	TOTAL FRANCHISE FEES	.00	57,580.23	97,756.00	40,175.77	58.9

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>LICENSES & PERMITS</u>					
110-335-4352	LAND USE & DEVELOPMENT	.00	292.00	15,000.00	14,708.00	2.0
110-335-4354	MISC PERMITS & LICENSES	176.00	396.00	275.00	(121.00)	144.0
110-335-4360	DOG LICENSES	72.00	484.00	876.00	392.00	55.3
	TOTAL LICENSES & PERMITS	248.00	1,172.00	16,151.00	14,979.00	7.3
	<u>CHARGES FOR SERVICE</u>					
110-340-4410	COPY, FAX, NOTARY & RESEARCH	41.73	757.68	1,030.00	272.32	73.6
110-340-4413	LIBRARY MEMBERSHIPS	.00	300.00	1,250.00	950.00	24.0
110-340-4415	LIBRARY BUSINESS SERVICES	.00	.00	250.00	250.00	.0
110-340-4417	LIEN SEARCHES	.00	390.00	515.00	125.00	75.7
110-340-4419	ELECTION FILING FEES	.00	100.00	50.00	(50.00)	200.0
110-340-4421	SDC/CET ADMIN FEE	259.95	1,299.30	4,005.00	2,705.70	32.4
110-340-4423	PAY STATION REVENUE	.00	95.25	125.00	29.75	76.2
	TOTAL CHARGES FOR SERVICE	301.68	2,942.23	7,225.00	4,282.77	40.7
	<u>SDC REVENUE</u>					
110-345-4511	PARKS REIMBURSEMENT SDC	47.00	188.00	735.00	547.00	25.6
	TOTAL SDC REVENUE	47.00	188.00	735.00	547.00	25.6
	<u>FINES & FORFEITURES</u>					
110-350-4625	MUNICIPAL COURT REVENUE	253.51	4,075.95	2,500.00	(1,575.95)	163.0
	TOTAL FINES & FORFEITURES	253.51	4,075.95	2,500.00	(1,575.95)	163.0
	<u>LOAN PAYMENTS & PROCEEDS</u>					
110-360-4225	LOAN PROCEEDS	.00	307,977.50	568,743.00	260,765.50	54.2
	TOTAL LOAN PAYMENTS & PROCEEDS	.00	307,977.50	568,743.00	260,765.50	54.2
	<u>OTHER REVENUE</u>					
110-370-4825	LIBRARY DONATIONS	.00	.00	1,000.00	1,000.00	.0
110-370-4849	CAPITAL ASSET DISPOSAL	.00	.00	75,000.00	75,000.00	.0
	TOTAL OTHER REVENUE	.00	.00	76,000.00	76,000.00	.0

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FUNDRAISING & EVENT REVENUE</u>					
110-380-4865	LIBRARY CAPITAL CAMPAIGN	.00	12,365.65	10,000.00	(2,365.65)	123.7
	TOTAL FUNDRAISING & EVENT REVENUE	.00	12,365.65	10,000.00	(2,365.65)	123.7
	<u>MISCELLANEOUS REVENUE</u>					
110-385-4893	RENTAL REVENUE	.00	5,228.57	.00	(5,228.57)	.0
110-385-4895	MISCELLANEOUS REVENUE	.00	1,044.04	2,250.00	1,205.96	46.4
	TOTAL MISCELLANEOUS REVENUE	.00	6,272.61	2,250.00	(4,022.61)	278.8
	<u>TRANSFERS IN</u>					
110-390-4950	TRANSFER FROM EQUIPMENT FUND	.00	6,049.45	6,051.00	1.55	100.0
	TOTAL TRANSFERS IN	.00	6,049.45	6,051.00	1.55	100.0
	TOTAL FUND REVENUE	3,291.81	638,796.55	1,454,293.00	815,496.45	43.9

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
<u>PERSONAL SERVICES</u>					
110-410-5110 CITY ADMINISTRATOR	1,416.66	16,240.34	18,000.00	1,759.66	90.2
110-410-5114 CITY CLERK	462.50	4,855.24	5,550.00	694.76	87.5
110-410-5158 MAINTENANCE WORKER I	174.27	1,435.59	1,991.00	555.41	72.1
110-410-5220 OVERTIME	.00	30.02	80.00	49.98	37.5
110-410-5315 SOCIAL SECURITY/MEDICARE	157.09	1,726.00	1,960.00	234.00	88.1
110-410-5320 WORKER'S COMP	.69	735.93	455.00	(280.93)	161.7
110-410-5350 UNEMPLOYMENT	.00	.00	1,750.00	1,750.00	.0
110-410-5410 HEALTH INSURANCE	266.22	2,568.35	3,646.00	1,077.65	70.4
110-410-5450 PUBLIC EMPLOYEES RETIREMENT	109.78	3,046.76	4,417.00	1,370.24	69.0
TOTAL PERSONAL SERVICES	2,587.21	30,638.23	37,849.00	7,210.77	81.0
<u>MATERIALS & SERVICES</u>					
110-410-6110 AUDITING	.00	5,436.00	3,919.00	(1,517.00)	138.7
110-410-6112 LEGAL SERVICES	693.92	2,075.50	2,500.00	424.50	83.0
110-410-6114 FINANCIAL SERVICES	312.50	3,154.50	5,215.00	2,060.50	60.5
110-410-6122 IT SERVICES	315.53	11,300.06	6,304.00	(4,996.06)	179.3
110-410-6124 COPIER CONTRACT	147.98	1,479.80	2,250.00	770.20	65.8
110-410-6128 OTHER CONTRACT SERVICES	1,498.95	14,610.12	12,500.00	(2,110.12)	116.9
110-410-6210 INSURANCE & BONDS	.00	1,440.25	6,426.00	4,985.75	22.4
110-410-6220 PUBLICATIONS, PRINTING & DUES	55.00	2,106.31	2,600.00	493.69	81.0
110-410-6222 NEWSLETTER EXPENDITURE	.00	.00	1,200.00	1,200.00	.0
110-410-6226 POSTAGE	75.00	380.70	725.00	344.30	52.5
110-410-6228 PUBLIC NOTICES	.00	.00	1,000.00	1,000.00	.0
110-410-6230 OFFICE SUPPLIES/EQUIPMENT	.00	1,269.52	1,375.00	105.48	92.3
110-410-6234 GENERAL SUPPLIES	.00	734.92	1,000.00	265.08	73.5
110-410-6238 BANK SERVICE CHARGES	27.74	440.39	1,000.00	559.61	44.0
110-410-6240 TRAVEL & TRAINING	.00	5,700.18	2,100.00	(3,600.18)	271.4
110-410-6290 MISCELLANEOUS	.00	154.56	500.00	345.44	30.9
110-410-6320 BUILDING REPAIR & MAINTENANCE	.00	626.11	1,000.00	373.89	62.6
110-410-6324 EQUIPMENT REPAIR & MAINTENANCE	.00	30.00	100.00	70.00	30.0
110-410-6334 NON-CAPITALIZED ASSETS	.00	.00	2,000.00	2,000.00	.0
110-410-6420 WATER SERVICES	.00	1,568.38	1,325.00	(243.38)	118.4
110-410-6425 SEWER SERVICES	.00	1,170.51	825.00	(345.51)	141.9
110-410-6430 ELECTRICITY SERVICES	.00	2,772.90	2,100.00	(672.90)	132.0
110-410-6435 INTERNET SERVICES	120.21	1,562.04	685.00	(877.04)	228.0
110-410-6440 TELEPHONE SERVICES	184.87	1,828.87	1,875.00	46.13	97.5
110-410-6445 REFUSE SERVICES	.00	.00	120.00	120.00	.0
110-410-6510 COUNCIL EXPENDITURE	.00	106.73	2,000.00	1,893.27	5.3
110-410-6512 STATE ETHICS COMMISSION	.00	548.87	650.00	101.13	84.4
110-410-6792 REIMBURSABLE EXPENDITURE	.00	33.76	.00	(33.76)	.0
TOTAL MATERIALS & SERVICES	3,431.70	60,530.98	63,294.00	2,763.02	95.6

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
110-410-8335 EQUIPMENT & FURNISHINGS	.00	383.33	.00	(383.33)	.0
TOTAL CAPITAL OUTLAY	.00	383.33	.00	(383.33)	.0
TOTAL ADMINISTRATION	6,018.91	91,552.54	101,143.00	9,590.46	90.5
<u>PARKS & RECREATION</u>					
<u>PERSONAL SERVICES</u>					
110-420-5110 CITY ADMINISTRATOR	354.16	4,060.07	4,500.00	439.93	90.2
110-420-5150 PUBLIC WORKS DIRECTOR	301.44	3,162.94	3,617.00	454.06	87.5
110-420-5152 UTILITY WORKER I	777.26	8,148.71	8,256.00	107.29	98.7
110-420-5156 TEMPORARY/SEASONAL	.00	.00	2,883.00	2,883.00	.0
110-420-5158 MAINTENANCE WORKER I	871.33	7,177.79	9,955.00	2,777.21	72.1
110-420-5220 OVERTIME	10.43	403.98	1,027.00	623.02	39.3
110-420-5315 SOCIAL SECURITY/MEDICARE	177.06	1,755.82	2,320.00	564.18	75.7
110-420-5320 WORKER'S COMP	1.13	1,069.01	660.00	(409.01)	162.0
110-420-5350 UNEMPLOYMENT	.00	.00	2,000.00	2,000.00	.0
110-420-5410 HEALTH INSURANCE	300.38	3,674.54	7,770.00	4,095.46	47.3
110-420-5450 PUBLIC EMPLOYEES RETIREMENT	337.98	3,746.53	5,214.00	1,467.47	71.9
TOTAL PERSONAL SERVICES	3,131.17	33,199.39	48,202.00	15,002.61	68.9
<u>MATERIALS & SERVICES</u>					
110-420-6122 IT SERVICES	75.85	75.85	.00	(75.85)	.0
110-420-6128 OTHER CONTRACT SERVICES	3,224.00	31,075.20	41,000.00	9,924.80	75.8
110-420-6210 INSURANCE & BONDS	.00	1,860.53	.00	(1,860.53)	.0
110-420-6234 GENERAL SUPPLIES	.00	1,090.75	2,000.00	909.25	54.5
110-420-6238 BANK SERVICE CHARGES	.00	4.33	.00	(4.33)	.0
110-420-6290 MISCELLANEOUS	.00	23.97	500.00	476.03	4.8
110-420-6320 BUILDING REPAIR & MAINTENANCE	.00	1,294.64	2,500.00	1,205.36	51.8
110-420-6324 EQUIPMENT REPAIR & MAINTENANCE	803.21	891.21	1,000.00	108.79	89.1
110-420-6328 PROPERTY MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
110-420-6330 OTHER REPAIR & MAINTENANCE	.00	45.87	2,000.00	1,954.13	2.3
110-420-6334 NON-CAPITALIZED ASSETS	.00	.00	1,000.00	1,000.00	.0
110-420-6339 MAINTENANCE - NELSON LAND DONA	.00	.00	2,500.00	2,500.00	.0
110-420-6420 WATER SERVICES	.00	594.93	3,500.00	2,905.07	17.0
110-420-6425 SEWER SERVICES	.00	1,237.98	1,500.00	262.02	82.5
110-420-6430 ELECTRICITY SERVICES	.00	2,743.20	675.00	(2,068.20)	406.4
110-420-6445 REFUSE SERVICES	.00	.00	365.00	365.00	.0
110-420-6710 GAS & OIL	153.53	1,262.88	1,500.00	237.12	84.2
TOTAL MATERIALS & SERVICES	4,256.59	42,201.34	61,040.00	18,838.66	69.1

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CAPITAL OUTLAY</u>					
110-420-8520	PARKS IMPROVEMENTS	.00	.00	554,986.00	554,986.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	554,986.00	554,986.00	.0
	TOTAL PARKS & RECREATION	7,387.76	75,400.73	664,228.00	588,827.27	11.4
	<u>POLICE</u>					
	<u>MATERIALS & SERVICES</u>					
110-430-6118	POLICE SERVICES	2,413.91	24,139.70	29,530.00	5,390.30	81.8
	TOTAL MATERIALS & SERVICES	2,413.91	24,139.70	29,530.00	5,390.30	81.8
	TOTAL POLICE	2,413.91	24,139.70	29,530.00	5,390.30	81.8
	<u>COMMUNITY DEVELOPMENT</u>					
	<u>PERSONAL SERVICES</u>					
110-440-5110	CITY ADMINISTRATOR	354.16	4,060.07	4,500.00	439.93	90.2
110-440-5114	CITY CLERK	.00	110.12	.00	(110.12)	.0
110-440-5315	SOCIAL SECURITY/MEDICARE	27.10	319.07	350.00	30.93	91.2
110-440-5320	WORKER'S COMP	.10	121.16	75.00	(46.16)	161.6
110-440-5350	UNEMPLOYMENT	.00	.00	250.00	250.00	.0
110-440-5410	HEALTH INSURANCE	32.43	272.83	495.00	222.17	55.1
110-440-5450	PUBLIC EMPLOYEES RETIREMENT	.00	508.25	795.00	286.75	63.9
	TOTAL PERSONAL SERVICES	413.79	5,391.50	6,465.00	1,073.50	83.4

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
110-440-6116 ENGINEERING SERVICES	2,474.45	26,707.34	1,000.00	(25,707.34)	2670.7
110-440-6122 IT SERVICES	16.40	16.40	.00	(16.40)	.0
110-440-6128 OTHER CONTRACT SERVICES	.00	8,719.26	7,500.00	(1,219.26)	116.3
110-440-6220 PUBLICATIONS, PRINTING & DUES	.00	.00	100.00	100.00	.0
110-440-6226 POSTAGE	25.00	125.00	175.00	50.00	71.4
110-440-6238 BANK SERVICE CHARGES	.00	.25	.00	(.25)	.0
110-440-6240 TRAVEL & TRAINING	.00	.00	500.00	500.00	.0
110-440-6290 MISCELLANEOUS	.00	.00	250.00	250.00	.0
110-440-6522 LAND USE & DEVELOPMENT COSTS	.00	17,747.80	15,000.00	(2,747.80)	118.3
TOTAL MATERIALS & SERVICES	2,515.85	53,316.05	24,525.00	(28,791.05)	217.4
<u>CAPITAL OUTLAY</u>					
110-440-8225 BUILDINGS & FACILITIES	.00	311,144.28	310,000.00	(1,144.28)	100.4
TOTAL CAPITAL OUTLAY	.00	311,144.28	310,000.00	(1,144.28)	100.4
TOTAL COMMUNITY DEVELOPMENT	2,929.64	369,851.83	340,990.00	(28,861.83)	108.5
<u>LIBRARY</u>					
<u>PERSONAL SERVICES</u>					
110-450-5130 LIBRARIAN/SPECIAL EVENTS	.00	.00	12,480.00	12,480.00	.0
110-450-5156 TEMPORARY/ SEASONAL	.00	.00	577.00	577.00	.0
110-450-5158 MAINTENANCE WORKER I	174.27	1,435.59	1,991.00	555.41	72.1
110-450-5315 SOCIAL SECURITY/MEDICARE	13.33	109.85	1,155.00	1,045.15	9.5
110-450-5320 WORKER'S COMP	.12	369.83	230.00	(139.83)	160.8
110-450-5350 UNEMPLOYMENT	.00	.00	1,000.00	1,000.00	.0
110-450-5410 HEALTH INSURANCE	.00	.00	750.00	750.00	.0
110-450-5450 PUBLIC EMPLOYEES RETIREMENT	30.04	247.48	2,595.00	2,347.52	9.5
TOTAL PERSONAL SERVICES	217.76	2,162.75	20,778.00	18,615.25	10.4

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
110-450-6122 IT SERVICES	235.55	424.19	1,460.00	1,035.81	29.1
110-450-6128 OTHER CONTRACT SERVICES	.00	.00	500.00	500.00	.0
110-450-6226 POSTAGE	5.00	25.00	50.00	25.00	50.0
110-450-6230 OFFICE SUPPLIES/EQUIPMENT	.00	.00	500.00	500.00	.0
110-450-6234 GENERAL SUPPLIES	.00	.00	1,500.00	1,500.00	.0
110-450-6238 BANK SERVICE CHARGES	.00	.54	.00	(.54)	.0
110-450-6290 MISCELLANEOUS	.00	.00	250.00	250.00	.0
110-450-6320 BUILDING REPAIR & MAINTENANCE	.00	1,656.14	500.00	(1,156.14)	331.2
110-450-6420 WATER SERVICES	.00	81.71	950.00	868.29	8.6
110-450-6425 SEWER SERVICES	.00	154.75	750.00	595.25	20.6
110-450-6430 ELECTRICITY SERVICES	.00	385.93	2,400.00	2,014.07	16.1
110-450-6435 INTERNET SERVICES	46.24	462.40	780.00	317.60	59.3
110-450-6440 TELEPHONE SERVICES	34.52	305.73	350.00	44.27	87.4
110-450-6445 REFUSE SERVICES	.00	.00	525.00	525.00	.0
110-450-6530 SUMMER READING PROGRAM	.00	.00	1,000.00	1,000.00	.0
TOTAL MATERIALS & SERVICES	321.31	3,496.39	11,515.00	8,018.61	30.4
<u>CAPITAL OUTLAY</u>					
110-450-8225 BUILDINGS & FACILITIES	.00	.00	301,470.00	301,470.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	301,470.00	301,470.00	.0
TOTAL LIBRARY	539.07	5,659.14	333,763.00	328,103.86	1.7
<u>CODE ENFORCEMENT</u>					
<u>PERSONAL SERVICES</u>					
110-460-5110 CITY ADMINISTRATOR	354.16	4,060.07	4,500.00	439.93	90.2
110-460-5150 PUBLIC WORKS DIRECTOR	301.44	3,162.94	3,617.00	454.06	87.5
110-460-5220 OVERTIME	10.43	190.41	313.00	122.59	60.8
110-460-5315 SOCIAL SECURITY/MEDICARE	50.96	567.15	650.00	82.85	87.3
110-460-5320 WORKER'S COMP	.17	218.28	135.00	(83.28)	161.7
110-460-5350 UNEMPLOYMENT	.00	.00	500.00	500.00	.0
110-460-5410 HEALTH INSURANCE	100.16	1,073.78	1,355.00	281.22	79.3
110-460-5450 PUBLIC EMPLOYEES RETIREMENT	53.76	1,067.35	1,460.00	392.65	73.1
TOTAL PERSONAL SERVICES	871.08	10,339.98	12,530.00	2,190.02	82.5

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
110-460-6128 OTHER CONTRACT SERVICES	.00	2,501.76	1,000.00	(1,501.76)	250.2
110-460-6234 GENERAL SUPPLIES	.00	.00	100.00	100.00	.0
110-460-6238 BANK SERVICE CHARGES	.00	.52	.00	(.52)	.0
110-460-6290 MISCELLANEOUS	.00	4.80	100.00	95.20	4.8
110-460-6445 REFUSE SERVICES	.00	.00	350.00	350.00	.0
TOTAL MATERIALS & SERVICES	.00	2,507.08	1,550.00	(957.08)	161.8

TOTAL CODE ENFORCEMENT	871.08	12,847.06	14,080.00	1,232.94	91.2
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TOURISM

MATERIALS & SERVICES

110-470-6128 OTHER CONTRACT SERVICES	.00	.00	1,000.00	1,000.00	.0
110-470-6224 MARKETING	.00	295.00	4,000.00	3,705.00	7.4
110-470-6226 POSTAGE	5.00	25.00	100.00	75.00	25.0
110-470-6290 MISCELLANEOUS	.00	.00	250.00	250.00	.0
110-470-6326 COVERED BRIDGE MAINTENANCE	.00	631.27	2,466.00	1,834.73	25.6
110-470-6527 COMMUNITY GRANT PROGRAM	.00	.00	3,000.00	3,000.00	.0
TOTAL MATERIALS & SERVICES	5.00	951.27	10,816.00	9,864.73	8.8

TOTAL TOURISM	5.00	951.27	10,816.00	9,864.73	8.8
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MUNICIPAL COURT

PERSONAL SERVICES

110-480-5110 CITY ADMINISTRATOR	354.16	4,060.07	4,500.00	439.93	90.2
110-480-5114 CITY CLERK	231.26	2,427.72	2,775.00	347.28	87.5
110-480-5220 OVERTIME	.00	15.00	40.00	25.00	37.5
110-480-5315 SOCIAL SECURITY/MEDICARE	44.80	497.61	560.00	62.39	88.9
110-480-5320 WORKER'S COMP	.19	194.21	120.00	(74.21)	161.8
110-480-5350 UNEMPLOYMENT	.00	.00	500.00	500.00	.0
110-480-5410 HEALTH INSURANCE	100.67	1,079.47	1,236.00	156.53	87.3
110-480-5450 PUBLIC EMPLOYEES RETIREMENT	39.86	910.31	1,265.00	354.69	72.0
TOTAL PERSONAL SERVICES	770.94	9,184.39	10,996.00	1,811.61	83.5

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>						
110-480-6120	JUDGE CONTRACT	.00	1,150.00	1,250.00	100.00	92.0
110-480-6128	OTHER CONTRACT SERVICES	203.63	916.17	1,000.00	83.83	91.6
110-480-6226	POSTAGE	5.00	25.00	50.00	25.00	50.0
110-480-6238	BANK SERVICE CHARGES	.00	.49	200.00	199.51	.3
110-480-6560	STATE ASSESSMENTS	135.00	765.00	500.00	(265.00)	153.0
110-480-6565	COURT COLLECTION FEES	.00	79.91	.00	(79.91)	.0
	TOTAL MATERIALS & SERVICES	343.63	2,936.57	3,000.00	63.43	97.9
	TOTAL MUNICIPAL COURT	1,114.57	12,120.96	13,996.00	1,875.04	86.6
<u>DEBT SERVICE</u>						
<u>DEBT SERVICES</u>						
110-800-7110	LOAN PRINCIPAL	.00	.00	6,000.00	6,000.00	.0
110-800-7111	LOAN PRINCIPAL - LIBRARY/CITY	10,017.91	10,017.91	17,846.00	7,828.09	56.1
110-800-7112	LOAN PRINCIPAL - ROLLING ROCK	7,827.35	7,827.35	.00	(7,827.35)	.0
110-800-7510	LOAN INTEREST	667.28	4,670.96	12,000.00	7,329.04	38.9
110-800-7511	LOAN INTEREST - LIBRARY/CITY	12,631.61	12,631.61	22,502.00	9,870.39	56.1
110-800-7512	LOAN INTEREST - ROLLING ROCK	9,869.51	9,869.51	.00	(9,869.51)	.0
	TOTAL DEBT SERVICES	41,013.66	45,017.34	58,348.00	13,330.66	77.2
	TOTAL DEBT SERVICE	41,013.66	45,017.34	58,348.00	13,330.66	77.2
<u>OTHER REQUIREMENTS</u>						
<u>OTHER REQUIREMENTS</u>						
110-900-9120	TRANSFER TO BUILDING FUND	.00	37,200.00	37,200.00	.00	100.0
110-900-9590	CONTINGENCY	.00	.00	57,314.00	57,314.00	.0
110-900-9895	RESERVED FOR FUTURE USE - PARK	.00	.00	2,500.00	2,500.00	.0
	TOTAL OTHER REQUIREMENTS	.00	37,200.00	97,014.00	59,814.00	38.3
	TOTAL OTHER REQUIREMENTS	.00	37,200.00	97,014.00	59,814.00	38.3
	TOTAL FUND EXPENDITURES	62,293.60	674,740.57	1,663,908.00	989,167.43	40.6

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(59,001.79)	(35,944.02)	(209,615.00)	(173,670.98)	(17.2)

CITY OF LOWELL
BALANCE SHEET
APRIL 30, 2021

BUILDING FUND

ASSETS

220-1110	ALLOCATED CASH	32,940.50	
	TOTAL ASSETS		32,940.50

LIABILITIES AND EQUITY

LIABILITIES

220-2205	WAGES PAYABLE	88.67	
220-2210	PAYROLL TAXES PAYABLE	28.91	
220-2245	HEALTH INSURANCE PAYABLE	68.24	
220-2250	RETIREMENT PAYABLE	26.87	
	TOTAL LIABILITIES		212.69

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD	32,727.81		
BALANCE - CURRENT DATE		32,727.81	
TOTAL FUND EQUITY			32,727.81
TOTAL LIABILITIES AND EQUITY			32,940.50

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

BUILDING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INVESTMENT EARNINGS</u>					
220-315-4125	INTEREST EARNED	.70	7.60	150.00	142.40	5.1
	TOTAL INVESTMENT EARNINGS	.70	7.60	150.00	142.40	5.1
	<u>LICENSES & PERMITS</u>					
220-335-4356	BUILDING PERMIT FEES	3,911.96	15,328.25	57,160.00	41,831.75	26.8
220-335-4358	ELECTRICAL PERMIT FEES	336.00	2,545.76	9,472.00	6,926.24	26.9
	TOTAL LICENSES & PERMITS	4,247.96	17,874.01	66,632.00	48,757.99	26.8
	<u>MISCELLANEOUS REVENUE</u>					
220-385-4895	MISCELLANEOUS REVENUE	.00	19.19	100.00	80.81	19.2
	TOTAL MISCELLANEOUS REVENUE	.00	19.19	100.00	80.81	19.2
	<u>TRANSFERS IN</u>					
220-390-4910	TRANSFER FROM GENERAL FUND	.00	37,200.00	37,200.00	.00	100.0
	TOTAL TRANSFERS IN	.00	37,200.00	37,200.00	.00	100.0
	TOTAL FUND REVENUE	4,248.66	55,100.80	104,082.00	48,981.20	52.9

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

BUILDING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
220-490-5114 CITY CLERK	231.26	2,317.60	2,775.00	457.40	83.5
220-490-5220 OVERTIME	.00	15.00	40.00	25.00	37.5
220-490-5315 SOCIAL SECURITY/MEDICARE	17.70	178.54	215.00	36.46	83.0
220-490-5320 WORKER'S COMP	.09	81.05	50.00	(31.05)	162.1
220-490-5350 UNEMPLOYMENT	.00	.00	250.00	250.00	.0
220-490-5410 HEALTH INSURANCE	68.24	806.64	791.00	(15.64)	102.0
220-490-5450 PUBLIC EMPLOYEES RETIREMENT	39.86	402.06	525.00	122.94	76.6
TOTAL PERSONAL SERVICES	357.15	3,800.89	4,646.00	845.11	81.8
<u>MATERIALS & SERVICES</u>					
220-490-6110 AUDITING	.00	.00	500.00	500.00	.0
220-490-6112 LEGAL SERVICES	.00	.00	500.00	500.00	.0
220-490-6122 IT SERVICES	22.05	294.21	2,400.00	2,105.79	12.3
220-490-6128 OTHER CONTRACT SERVICES	.00	.00	500.00	500.00	.0
220-490-6150 BUILDING INSPECTION SERVICES	851.33	13,247.73	45,470.00	32,222.27	29.1
220-490-6152 ELECTRICAL INSPECTION SERVICES	222.00	2,009.25	8,803.00	6,793.75	22.8
220-490-6220 PUBLICATIONS, PRINTING & DUES	.00	.00	125.00	125.00	.0
220-490-6226 POSTAGE	5.00	25.00	75.00	50.00	33.3
220-490-6230 OFFICE SUPPLIES/EQUIPMENT	.00	.00	150.00	150.00	.0
220-490-6238 BANK SERVICE CHARGES	.00	.25	125.00	124.75	.2
220-490-6240 TRAVEL & TRAINING	.00	.00	100.00	100.00	.0
220-490-6290 MISCELLANEOUS	.00	.00	100.00	100.00	.0
220-490-6330 OTHER REPAIR & MAINTENANCE	.00	.00	200.00	200.00	.0
220-490-6334 NON-CAPITALIZED ASSETS	.00	.00	500.00	500.00	.0
220-490-6420 WATER SERVICES	.00	32.68	175.00	142.32	18.7
220-490-6425 SEWER SERVICES	.00	61.92	125.00	63.08	49.5
220-490-6430 ELECTRICITY SERVICES	.00	154.39	225.00	70.61	68.6
220-490-6435 INTERNET SERVICES	18.49	184.90	95.00	(89.90)	194.6
220-490-6440 TELEPHONE SERVICES	18.38	161.52	225.00	63.48	71.8
220-490-6445 REFUSE SERVICES	.00	.00	50.00	50.00	.0
220-490-6524 BUILDING STATE SURCHARGE	292.08	1,932.48	11,432.00	9,499.52	16.9
220-490-6525 ELECTRICAL STATE SURCHARGE	74.52	467.77	1,894.00	1,426.23	24.7
TOTAL MATERIALS & SERVICES	1,503.85	18,572.10	73,769.00	55,196.90	25.2
TOTAL NON-DEPARTMENTAL	1,861.00	22,372.99	78,415.00	56,042.01	28.5
<u>CAPITAL OUTLAY</u>					

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

BUILDING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CAPITAL OUTLAY</u>					
220-700-8320	SOFTWARE	.00	.00	8,525.00	8,525.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	8,525.00	8,525.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	8,525.00	8,525.00	.0
	<u>OTHER REQUIREMENTS</u>					
	<u>OTHER REQUIREMENTS</u>					
220-900-9590	CONTINGENCY	.00	.00	17,142.00	17,142.00	.0
	TOTAL OTHER REQUIREMENTS	.00	.00	17,142.00	17,142.00	.0
	TOTAL OTHER REQUIREMENTS	.00	.00	17,142.00	17,142.00	.0
	TOTAL FUND EXPENDITURES	1,861.00	22,372.99	104,082.00	81,709.01	21.5
	NET REVENUE OVER EXPENDITURES	2,387.66	32,727.81	.00	(32,727.81)	.0

CITY OF LOWELL
BALANCE SHEET
APRIL 30, 2021

WATER FUND

ASSETS

230-1110	ALLOCATED CASH	76,881.19	
230-1115	CASH IN BANK - LGIP	329.25	
230-1510	ACCOUNTS RECEIVABLE	29,410.80	
230-1710	LAND	81,179.00	
230-1720	BUILDINGS & FACILITIES	35,875.00	
230-1730	EQUIPMENT & FURNISHINGS	113,715.38	
230-1740	VEHICLES & ROLLING STOCK	34,066.66	
230-1750	INFRASTRUCTURE	4,238,861.44	
230-1795	CONSTRUCTION IN PROGRESS	5,805.77	
230-1820	AD - BUILDINGS & FACILITIES	(18,801.60)	
230-1830	AD - EQUIPMENT & FURNISHINGS	(75,489.58)	
230-1840	AD - VEHICLES & ROLLING STOCK	(15,551.38)	
230-1850	AD - INFRASTRUCTURE	(2,162,944.42)	
TOTAL ASSETS			2,343,337.51

LIABILITIES AND EQUITY

LIABILITIES

230-2205	WAGES PAYABLE	3,505.49	
230-2210	PAYROLL TAXES PAYABLE	1,463.92	
230-2245	HEALTH INSURANCE PAYABLE	2,153.67	
230-2250	RETIREMENT PAYABLE	925.80	
230-2255	DEFERRED COMP PAYABLE	127.51	
230-2520	UTILITY DEPOSITS	37,300.00	
230-2750	LONG TERM DEBT	1,051,825.86	
TOTAL LIABILITIES			1,097,302.25

FUND EQUITY

230-3100	BEGINNING FUND BALANCE	112,956.67	
230-3275	GASB - FIXED ASSETS	2,236,716.27	
230-3277	GAAP - LONG TERM DEBT	(1,051,825.86)	
REVENUE OVER EXPENDITURES - YTD		(51,811.82)	
BALANCE - CURRENT DATE		(51,811.82)	
TOTAL FUND EQUITY			1,246,035.26
TOTAL LIABILITIES AND EQUITY			2,343,337.51

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INVESTMENT EARNINGS</u>					
230-315-4125	INTEREST EARNED	2.77	358.87	2,200.00	1,841.13	16.3
	TOTAL INVESTMENT EARNINGS	2.77	358.87	2,200.00	1,841.13	16.3
	<u>GRANT REVENUES</u>					
230-325-4151	GRANT REVENUE	.00	817.03	90,000.00	89,182.97	.9
	TOTAL GRANT REVENUES	.00	817.03	90,000.00	89,182.97	.9
	<u>LICENSES & PERMITS</u>					
230-335-4370	WATER/SEWER CONNECTION PERMIT	250.00	6,500.00	5,250.00	(1,250.00)	123.8
	TOTAL LICENSES & PERMITS	250.00	6,500.00	5,250.00	(1,250.00)	123.8
	<u>CHARGES FOR SERVICE</u>					
230-340-4425	WATER/SEWER SALES	26,283.39	316,040.06	350,275.00	34,234.94	90.2
230-340-4426	BULK WATER SALES	40.58	477.30	500.00	22.70	95.5
230-340-4430	WATER/SEWER CONNECTION FEES	.00	301.14	.00	(301.14)	.0
230-340-4435	FIRE HYDRANT FEE	343.56	3,805.74	4,750.00	944.26	80.1
230-340-4450	WATER/SEWER PENALTIES	160.00	1,915.24	3,012.00	1,096.76	63.6
	TOTAL CHARGES FOR SERVICE	26,827.53	322,539.48	358,537.00	35,997.52	90.0
	<u>SDC REVENUE</u>					
230-345-4531	WATER REIMBURSEMENT SDC	745.00	2,980.00	11,175.00	8,195.00	26.7
	TOTAL SDC REVENUE	745.00	2,980.00	11,175.00	8,195.00	26.7
	<u>LOAN PAYMENTS & PROCEEDS</u>					
230-360-4225	LOAN PROCEEDS	.00	185,358.28	250,000.00	64,641.72	74.1
	TOTAL LOAN PAYMENTS & PROCEEDS	.00	185,358.28	250,000.00	64,641.72	74.1
	<u>MISCELLANEOUS REVENUE</u>					
230-385-4895	MISCELLANEOUS REVENUE	.00	1,315.40	350.00	(965.40)	375.8
	TOTAL MISCELLANEOUS REVENUE	.00	1,315.40	350.00	(965.40)	375.8

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TRANSFERS IN</u>					
230-390-4950	TRANSFER FROM EQUIPMENT FUND	.00	6,049.45	6,051.00	1.55	100.0
	TOTAL TRANSFERS IN	.00	6,049.45	6,051.00	1.55	100.0
	TOTAL FUND REVENUE	27,825.30	525,918.51	723,563.00	197,644.49	72.7

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

WATER FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>NON-DEPARTMENTAL</u>					
	<u>PERSONAL SERVICES</u>					
230-490-5110	CITY ADMINISTRATOR	1,947.92	22,330.56	24,750.00	2,419.44	90.2
230-490-5114	CITY CLERK	1,850.00	19,420.96	22,200.00	2,779.04	87.5
230-490-5150	PUBLIC WORKS DIRECTOR	2,562.22	26,884.79	30,747.00	3,862.21	87.4
230-490-5152	UTILITY WORKER I	3,303.42	34,632.48	35,500.00	867.52	97.6
230-490-5156	TEMPORARY/ SEASONAL	.00	.00	577.00	577.00	.0
230-490-5158	MAINTENANCE WORKER I	261.39	2,153.32	2,987.00	833.68	72.1
230-490-5220	OVERTIME	88.69	2,646.44	6,020.00	3,373.56	44.0
230-490-5315	SOCIAL SECURITY/MEDICARE	766.04	8,267.25	9,360.00	1,092.75	88.3
230-490-5320	WORKER'S COMP	3.74	3,054.28	1,880.00	(1,174.28)	162.5
230-490-5350	UNEMPLOYMENT	.00	.00	8,500.00	8,500.00	.0
230-490-5410	HEALTH INSURANCE	2,150.89	26,563.06	29,750.00	3,186.94	89.3
230-490-5450	PUBLIC EMPLOYEES RETIREMENT	1,390.49	17,471.93	21,150.00	3,678.07	82.6
	<u>TOTAL PERSONAL SERVICES</u>	<u>14,324.80</u>	<u>163,425.07</u>	<u>193,421.00</u>	<u>29,995.93</u>	<u>84.5</u>

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
230-490-6110 AUDITING	.00	5,436.00	4,419.00	(1,017.00)	123.0
230-490-6112 LEGAL SERVICES	.00	.00	500.00	500.00	.0
230-490-6114 FINANCIAL SERVICES	312.50	3,154.50	5,212.00	2,057.50	60.5
230-490-6116 ENGINEERING SERVICES	670.00	670.00	40,000.00	39,330.00	1.7
230-490-6122 IT SERVICES	357.63	3,983.23	6,304.00	2,320.77	63.2
230-490-6128 OTHER CONTRACT SERVICES	78.65	967.47	2,000.00	1,032.53	48.4
230-490-6210 INSURANCE & BONDS	.00	7,665.81	6,427.00	(1,238.81)	119.3
230-490-6220 PUBLICATIONS, PRINTING & DUES	.00	766.77	1,000.00	233.23	76.7
230-490-6226 POSTAGE	190.00	950.00	2,100.00	1,150.00	45.2
230-490-6230 OFFICE SUPPLIES/EQUIPMENT	80.20	635.93	1,500.00	864.07	42.4
230-490-6234 GENERAL SUPPLIES	388.17	19,206.57	2,750.00	(16,456.57)	698.4
230-490-6238 BANK SERVICE CHARGES	244.27	2,547.01	3,850.00	1,302.99	66.2
230-490-6240 TRAVEL & TRAINING	.00	365.50	1,500.00	1,134.50	24.4
230-490-6290 MISCELLANEOUS	.00	158.34	1,500.00	1,341.66	10.6
230-490-6320 BUILDING REPAIR & MAINTENANCE	.00	5,093.42	2,500.00	(2,593.42)	203.7
230-490-6324 EQUIPMENT REPAIR & MAINTENANCE	.00	8,553.63	1,500.00	(7,053.63)	570.2
230-490-6330 OTHER REPAIR & MAINTENANCE	3,086.00	14,553.23	15,000.00	446.77	97.0
230-490-6334 NON-CAPITALIZED ASSETS	.00	.00	2,750.00	2,750.00	.0
230-490-6420 WATER SERVICES	.00	468.26	1,825.00	1,356.74	25.7
230-490-6425 SEWER SERVICES	.00	618.99	775.00	156.01	79.9
230-490-6430 ELECTRICITY SERVICES	.00	14,807.71	19,500.00	4,692.29	75.9
230-490-6435 INTERNET SERVICES	75.00	705.00	875.00	170.00	80.6
230-490-6440 TELEPHONE SERVICES	260.05	2,266.03	3,950.00	1,683.97	57.4
230-490-6445 REFUSE SERVICES	41.50	415.62	275.00	(140.62)	151.1
230-490-6710 GAS & OIL	60.00	734.54	1,600.00	865.46	45.9
230-490-6712 OPERATIONS & SUPPLIES	.00	12.60	1,675.00	1,662.40	.8
230-490-6750 CHEMICALS & LAB SUPPLIES	.00	14,016.71	21,500.00	7,483.29	65.2
230-490-6755 WATER/SEWER ANALYSIS	39.60	1,837.60	3,375.00	1,537.40	54.5
230-490-6758 WATER/SEWER CONNECTION EXPENDI	.00	35,408.38	.00	(35,408.38)	.0
230-490-6760 WATER/SEWER FRANCHISE FEES	.00	.00	17,776.00	17,776.00	.0
TOTAL MATERIALS & SERVICES	5,883.57	145,998.85	173,938.00	27,939.15	83.9
TOTAL NON-DEPARTMENTAL	20,208.37	309,423.92	367,359.00	57,935.08	84.2
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
230-700-8335 EQUIPMENT & FURNISHINGS	.00	383.33	.00	(383.33)	.0
230-700-8540 WATER SYSTEMS IMPROVEMTS	.00	188,103.24	340,000.00	151,896.76	55.3
TOTAL CAPITAL OUTLAY	.00	188,486.57	340,000.00	151,513.43	55.4
TOTAL CAPITAL OUTLAY	.00	188,486.57	340,000.00	151,513.43	55.4

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEBT SERVICE</u>					
	<u>DEBT SERVICES</u>					
230-800-7110	LOAN PRINCIPAL - S00006	.00	16,519.11	16,520.00	.89	100.0
230-800-7122	LOAN PRINCIPAL - J05001 SPWF	.00	4,485.83	4,486.00	.17	100.0
230-800-7124	LOAN PRINCIPAL - RD	16,536.09	16,536.09	16,540.00	3.91	100.0
230-800-7510	LOAN INTEREST - S00006	.00	758.22	760.00	1.78	99.8
230-800-7522	LOAN INTEREST - J05001 SPWF	.00	2,936.68	2,937.00	.32	100.0
230-800-7524	LOAN INTEREST - RD	22,843.91	22,843.91	22,850.00	6.09	100.0
	TOTAL DEBT SERVICES	39,380.00	64,079.84	64,093.00	13.16	100.0
	TOTAL DEBT SERVICE	39,380.00	64,079.84	64,093.00	13.16	100.0
	<u>OTHER REQUIREMENTS</u>					
	<u>OTHER REQUIREMENTS</u>					
230-900-9120	TRANSFER TO WATER RESERVE FUND	.00	15,740.00	15,740.00	.00	100.0
230-900-9590	CONTINGENCY	.00	.00	76,552.00	76,552.00	.0
	TOTAL OTHER REQUIREMENTS	.00	15,740.00	92,292.00	76,552.00	17.1
	TOTAL OTHER REQUIREMENTS	.00	15,740.00	92,292.00	76,552.00	17.1
	TOTAL FUND EXPENDITURES	59,588.37	577,730.33	863,744.00	286,013.67	66.9
	NET REVENUE OVER EXPENDITURES	(31,763.07)	(51,811.82)	(140,181.00)	(88,369.18)	(37.0)

CITY OF LOWELL
BALANCE SHEET
APRIL 30, 2021

SEWER FUND

ASSETS

240-1110	ALLOCATED CASH	83,786.75	
240-1115	CASH IN BANK - LGIP	87,338.99	
240-1510	ACCOUNTS RECEIVABLE	34,104.67	
240-1710	LAND	11,000.00	
240-1720	BUILDINGS & FACILITIES	89,114.40	
240-1730	EQUIPMENT & FURNISHINGS	68,935.05	
240-1740	VEHICLES & ROLLING STOCK	21,779.50	
240-1750	INFRASTRUCTURE	4,708,963.28	
240-1820	AD - BUILDINGS & FACILITIES	(39,836.44)	
240-1830	AD - EQUIPMENT & FURNISHINGS	(23,849.78)	
240-1840	AD - VEHICLES & ROLLING STOCK	(3,266.93)	
240-1850	AD - INFRASTRUCTURE	(2,793,837.81)	
TOTAL ASSETS			2,244,231.68

LIABILITIES AND EQUITY

LIABILITIES

240-2205	WAGES PAYABLE	3,505.60	
240-2210	PAYROLL TAXES PAYABLE	1,463.91	
240-2245	HEALTH INSURANCE PAYABLE	2,153.63	
240-2250	RETIREMENT PAYABLE	925.79	
240-2255	DEFERRED COMP PAYABLE	127.48	
240-2750	LONG TERM DEBT	547,119.72	
TOTAL LIABILITIES			555,296.13

FUND EQUITY

240-3100	BEGINNING FUND BALANCE	150,205.17	
240-3275	GASB - FIXED ASSETS	2,039,001.27	
240-3277	GAAP - LONG TERM DEBT	(547,119.72)	
REVENUE OVER EXPENDITURES - YTD		46,848.83	
BALANCE - CURRENT DATE		46,848.83	
TOTAL FUND EQUITY			1,688,935.55
TOTAL LIABILITIES AND EQUITY			2,244,231.68

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INVESTMENT EARNINGS</u>					
240-315-4125	INTEREST EARNED	45.05	631.45	2,150.00	1,518.55	29.4
	TOTAL INVESTMENT EARNINGS	45.05	631.45	2,150.00	1,518.55	29.4
	<u>GRANT REVENUES</u>					
240-325-4151	GRANT REVENUE	.00	24,363.51	.00	(24,363.51)	.0
	TOTAL GRANT REVENUES	.00	24,363.51	.00	(24,363.51)	.0
	<u>LICENSES & PERMITS</u>					
240-335-4370	WATER/SEWER CONNECTION PERMIT	115.00	575.00	2,250.00	1,675.00	25.6
	TOTAL LICENSES & PERMITS	115.00	575.00	2,250.00	1,675.00	25.6
	<u>CHARGES FOR SERVICE</u>					
240-340-4425	WATER/SEWER SALES	32,447.16	355,145.19	386,875.00	31,729.81	91.8
240-340-4430	WATER/SEWER CONNECTION FEES	.00	358.18	.00	(358.18)	.0
240-340-4450	WATER/SEWER PENALTIES	155.00	1,770.00	2,321.00	551.00	76.3
	TOTAL CHARGES FOR SERVICE	32,602.16	357,273.37	389,196.00	31,922.63	91.8
	<u>SDC REVENUE</u>					
240-345-4541	SEWER REIMBURSEMENT SDC	618.00	3,090.00	9,270.00	6,180.00	33.3
	TOTAL SDC REVENUE	618.00	3,090.00	9,270.00	6,180.00	33.3
	<u>MISCELLANEOUS REVENUE</u>					
240-385-4895	MISCELLANEOUS REVENUE	.00	1,411.95	350.00	(1,061.95)	403.4
	TOTAL MISCELLANEOUS REVENUE	.00	1,411.95	350.00	(1,061.95)	403.4
	<u>TRANSFERS IN</u>					
240-390-4950	TRANSFER FROM EQUIPMENT FUND	.00	6,049.45	6,051.00	1.55	100.0
	TOTAL TRANSFERS IN	.00	6,049.45	6,051.00	1.55	100.0
	TOTAL FUND REVENUE	33,380.21	393,394.73	409,267.00	15,872.27	96.1

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
240-490-5110 CITY ADMINISTRATOR	1,947.96	22,330.61	24,750.00	2,419.39	90.2
240-490-5114 CITY CLERK	1,849.98	19,420.75	22,200.00	2,779.25	87.5
240-490-5150 PUBLIC WORKS DIRECTOR	2,562.22	26,884.78	30,747.00	3,862.22	87.4
240-490-5152 UTILITY WORKER I	3,303.38	34,632.05	35,500.00	867.95	97.6
240-490-5156 TEMPORARY/ SEASONAL	.00	.00	577.00	577.00	.0
240-490-5158 MAINTENANCE WORKER I	261.39	2,153.32	2,987.00	833.68	72.1
240-490-5220 OVERTIME	88.71	2,646.50	6,020.00	3,373.50	44.0
240-490-5315 SOCIAL SECURITY/MEDICARE	766.05	8,267.13	9,360.00	1,092.87	88.3
240-490-5320 WORKER'S COMP	3.73	3,054.29	1,880.00	(1,174.29)	162.5
240-490-5350 UNEMPLOYMENT	.00	.00	8,500.00	8,500.00	.0
240-490-5410 HEALTH INSURANCE	2,150.86	26,562.69	29,750.00	3,187.31	89.3
240-490-5450 PUBLIC EMPLOYEES RETIREMENT	1,390.54	17,472.23	21,150.00	3,677.77	82.6
 TOTAL PERSONAL SERVICES	 14,324.82	 163,424.35	 193,421.00	 29,996.65	 84.5

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
240-490-6110 AUDITING	.00	5,436.00	4,419.00	(1,017.00)	123.0
240-490-6112 LEGAL SERVICES	.00	.00	500.00	500.00	.0
240-490-6114 FINANCIAL SERVICES	312.50	3,154.50	5,212.00	2,057.50	60.5
240-490-6116 ENGINEERING SERVICES	.00	.00	40,000.00	40,000.00	.0
240-490-6122 IT SERVICES	357.63	3,983.23	6,304.00	2,320.77	63.2
240-490-6128 OTHER CONTRACT SERVICES	378.65	3,817.47	3,500.00	(317.47)	109.1
240-490-6210 INSURANCE & BONDS	.00	8,299.19	6,427.00	(1,872.19)	129.1
240-490-6220 PUBLICATIONS, PRINTING & DUES	.00	291.77	600.00	308.23	48.6
240-490-6226 POSTAGE	190.00	950.00	2,100.00	1,150.00	45.2
240-490-6230 OFFICE SUPPLIES/EQUIPMENT	80.21	403.74	500.00	96.26	80.8
240-490-6234 GENERAL SUPPLIES	4.79	2,886.40	2,500.00	(386.40)	115.5
240-490-6238 BANK SERVICE CHARGES	244.27	2,546.95	3,850.00	1,303.05	66.2
240-490-6240 TRAVEL & TRAINING	.00	100.00	1,500.00	1,400.00	6.7
240-490-6290 MISCELLANEOUS	.00	122.25	500.00	377.75	24.5
240-490-6320 BUILDING REPAIR & MAINTENANCE	.00	3,270.54	1,750.00	(1,520.54)	186.9
240-490-6324 EQUIPMENT REPAIR & MAINTENANCE	.00	1,998.93	5,000.00	3,001.07	40.0
240-490-6330 OTHER REPAIR & MAINTENANCE	2,596.00	10,859.23	15,000.00	4,140.77	72.4
240-490-6334 NON-CAPITALIZED ASSETS	.00	1,228.90	1,200.00	(28.90)	102.4
240-490-6420 WATER SERVICES	.00	18,741.70	21,250.00	2,508.30	88.2
240-490-6425 SEWER SERVICES	.00	5,570.89	6,750.00	1,179.11	82.5
240-490-6430 ELECTRICITY SERVICES	.00	23,101.71	19,889.00	(3,212.71)	116.2
240-490-6435 INTERNET SERVICES	116.98	1,349.70	857.00	(492.70)	157.5
240-490-6440 TELEPHONE SERVICES	256.31	2,329.52	1,825.00	(504.52)	127.6
240-490-6445 REFUSE SERVICES	41.50	415.63	379.00	(36.63)	109.7
240-490-6520 PERMITS	.00	3,156.00	3,193.00	37.00	98.8
240-490-6710 GAS & OIL	39.39	233.19	1,450.00	1,216.81	16.1
240-490-6712 OPERATIONS & SUPPLIES	.00	12.60	.00	(12.60)	.0
240-490-6750 CHEMICALS & LAB SUPPLIES	118.94	10,052.84	15,250.00	5,197.16	65.9
240-490-6755 WATER/SEWER ANALYSIS	492.30	9,062.10	10,575.00	1,512.90	85.7
240-490-6758 WATER/SEWER CONNECTION EXPENDI	.00	2,900.24	.00	(2,900.24)	.0
240-490-6760 WATER/SEWER FRANCHISE FEES	.00	.00	19,344.00	19,344.00	.0
TOTAL MATERIALS & SERVICES	5,229.47	126,275.22	201,624.00	75,348.78	62.6
TOTAL NON-DEPARTMENTAL	19,554.29	289,699.57	395,045.00	105,345.43	73.3
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
240-700-8335 EQUIPMENT & FURNISHINGS	.00	383.33	.00	(383.33)	.0
TOTAL CAPITAL OUTLAY	.00	383.33	.00	(383.33)	.0
TOTAL CAPITAL OUTLAY	.00	383.33	.00	(383.33)	.0

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEBT SERVICE</u>					
	<u>DEBT SERVICES</u>					
240-800-7110	LOAN PRINCIPAL	.00	18,466.00	18,466.00	.00	100.0
240-800-7122	LOAN PRINCIPAL - J05001 SPWF	.00	4,485.82	4,486.00	.18	100.0
240-800-7124	LOAN PRINCIPAL - RD	6,611.33	6,611.33	6,612.00	.67	100.0
240-800-7510	LOAN INTEREST	.00	8,910.51	8,911.00	.49	100.0
240-800-7522	LOAN INTEREST - J05001 SPWF	.00	2,936.67	2,937.00	.33	100.0
240-800-7524	LOAN INTEREST - RD	9,132.67	9,132.67	9,133.00	.33	100.0
	TOTAL DEBT SERVICES	15,744.00	50,543.00	50,545.00	2.00	100.0
	TOTAL DEBT SERVICE	15,744.00	50,543.00	50,545.00	2.00	100.0
	<u>OTHER REQUIREMENTS</u>					
	<u>OTHER REQUIREMENTS</u>					
240-900-9121	TRANSFER TO SEWER RESERVE FUND	.00	5,920.00	5,920.00	.00	100.0
240-900-9590	CONTINGENCY	.00	.00	89,908.00	89,908.00	.0
	TOTAL OTHER REQUIREMENTS	.00	5,920.00	95,828.00	89,908.00	6.2
	TOTAL OTHER REQUIREMENTS	.00	5,920.00	95,828.00	89,908.00	6.2
	TOTAL FUND EXPENDITURES	35,298.29	346,545.90	541,418.00	194,872.10	64.0
	NET REVENUE OVER EXPENDITURES	(1,918.08)	46,848.83	(132,151.00)	(178,999.83)	35.5

CITY OF LOWELL
BALANCE SHEET
APRIL 30, 2021

STREET FUND

ASSETS

312-1110	ALLOCATED CASH	63,984.24	
312-1115	CASH IN BANK - LGIP	643.04	
312-1720	BUILDINGS & FACILITIES	528.00	
312-1730	EQUIPMENT & FURNISHINGS	6,061.05	
312-1740	VEHICLES & ROLLING STOCK	11,299.83	
312-1750	INFRASTRUCTURE	1,248,212.00	
312-1795	CONSTRUCTION IN PROGRESS	42,165.13	
312-1820	AD - BUILDINGS & FACILITIES	(17.60)	
312-1830	AD - EQUIPMENT & FURNISHINGS	(755.68)	
312-1840	AD - VEHICLES & ROLLING STOCK	(1,694.97)	
312-1850	AD - INFRASTRUCTURE	(376,726.30)	
TOTAL ASSETS			993,698.74

LIABILITIES AND EQUITY

LIABILITIES

312-2205	WAGES PAYABLE	359.85	
312-2210	PAYROLL TAXES PAYABLE	166.27	
312-2245	HEALTH INSURANCE PAYABLE	200.73	
312-2250	RETIREMENT PAYABLE	80.20	
312-2255	DEFERRED COMP PAYABLE	15.01	
312-2750	LONG TERM DEBT	83,091.72	
TOTAL LIABILITIES			83,913.78

FUND EQUITY

312-3100	BEGINNING FUND BALANCE	67,702.89	
312-3275	GASB - FIXED ASSETS	929,071.46	
312-3277	GAAP - LONG TERM DEBT	(83,091.72)	
REVENUE OVER EXPENDITURES - YTD		(3,897.67)	
BALANCE - CURRENT DATE		(3,897.67)	
TOTAL FUND EQUITY			909,784.96
TOTAL LIABILITIES AND EQUITY			993,698.74

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

STREET FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INVESTMENT EARNINGS</u>					
312-315-4125	INTEREST EARNED	1.69	161.32	1,400.00	1,238.68	11.5
	TOTAL INVESTMENT EARNINGS	1.69	161.32	1,400.00	1,238.68	11.5
	<u>INTERGOVERNMENTAL</u>					
312-320-4142	STATE DISTRIBUTIONS	5,684.40	62,831.47	64,212.00	1,380.53	97.9
	TOTAL INTERGOVERNMENTAL	5,684.40	62,831.47	64,212.00	1,380.53	97.9
	<u>GRANT REVENUES</u>					
312-325-4151	GRANT REVENUE	.00	213,263.91	200,000.00	(13,263.91)	106.6
	TOTAL GRANT REVENUES	.00	213,263.91	200,000.00	(13,263.91)	106.6
	<u>SDC REVENUE</u>					
312-345-4513	TRANSPORTATION REIMBURSEMENT S	104.00	416.00	1,560.00	1,144.00	26.7
	TOTAL SDC REVENUE	104.00	416.00	1,560.00	1,144.00	26.7
	<u>LOAN PAYMENTS & PROCEEDS</u>					
312-360-4225	LOAN PROCEEDS	.00	83,091.72	360,291.00	277,199.28	23.1
	TOTAL LOAN PAYMENTS & PROCEEDS	.00	83,091.72	360,291.00	277,199.28	23.1
	<u>MISCELLANEOUS REVENUE</u>					
312-385-4895	MISCELLANEOUS REVENUE	.00	76.77	50.00	(26.77)	153.5
	TOTAL MISCELLANEOUS REVENUE	.00	76.77	50.00	(26.77)	153.5
	<u>TRANSFERS IN</u>					
312-390-4950	TRANSFER FROM EQUIPMENT FUND	.00	4,032.96	4,033.00	.04	100.0
	TOTAL TRANSFERS IN	.00	4,032.96	4,033.00	.04	100.0
	TOTAL FUND REVENUE	5,790.09	363,874.15	631,546.00	267,671.85	57.6

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
312-490-5110 CITY ADMINISTRATOR	354.16	4,060.07	4,500.00	439.93	90.2
312-490-5150 PUBLIC WORKS DIRECTOR	301.44	3,162.94	3,617.00	454.06	87.5
312-490-5152 UTILITY WORKER I	388.66	4,074.56	4,128.00	53.44	98.7
312-490-5156 TEMPORARY/ SEASONAL	.00	.00	1,153.00	1,153.00	.0
312-490-5220 OVERTIME	10.43	297.21	675.00	377.79	44.0
312-490-5315 SOCIAL SECURITY/MEDICARE	80.64	886.83	1,085.00	198.17	81.7
312-490-5320 WORKER'S COMP	.37	372.68	230.00	(142.68)	162.0
312-490-5350 UNEMPLOYMENT	.00	.00	1,000.00	1,000.00	.0
312-490-5410 HEALTH INSURANCE	200.31	2,374.25	4,195.00	1,820.75	56.6
312-490-5450 PUBLIC EMPLOYEES RETIREMENT	120.79	1,788.22	2,520.00	731.78	71.0
TOTAL PERSONAL SERVICES	1,456.80	17,016.76	23,103.00	6,086.24	73.7
<u>MATERIALS & SERVICES</u>					
312-490-6110 AUDITING	.00	1,812.00	1,473.00	(339.00)	123.0
312-490-6114 FINANCIAL SERVICES	104.50	1,054.50	1,737.00	682.50	60.7
312-490-6116 ENGINEERING SERVICES	.00	225.00	2,500.00	2,275.00	9.0
312-490-6122 IT SERVICES	76.05	1,327.85	2,102.00	774.15	63.2
312-490-6128 OTHER CONTRACT SERVICES	.00	2,405.34	8,500.00	6,094.66	28.3
312-490-6210 INSURANCE & BONDS	.00	2,225.40	2,142.00	(83.40)	103.9
312-490-6234 GENERAL SUPPLIES	.00	62.94	200.00	137.06	31.5
312-490-6238 BANK SERVICE CHARGES	.00	1.64	.00	(1.64)	.0
312-490-6290 MISCELLANEOUS	.00	14.37	500.00	485.63	2.9
312-490-6324 EQUIPMENT REPAIR & MAINTENANCE	.00	.00	500.00	500.00	.0
312-490-6330 OTHER REPAIR & MAINTENANCE	.00	7,898.87	10,000.00	2,101.13	79.0
312-490-6334 NON-CAPITALIZED ASSETS	.00	.00	2,500.00	2,500.00	.0
312-490-6430 ELECTRICITY SERVICES	.00	10,196.48	13,250.00	3,053.52	77.0
312-490-6720 STORM DRAIN MAINTENANCE	.00	1,218.40	.00	(1,218.40)	.0
312-490-6724 STREET SIGNS	.00	1,413.77	1,000.00	(413.77)	141.4
TOTAL MATERIALS & SERVICES	180.55	29,856.56	46,404.00	16,547.44	64.3
TOTAL NON-DEPARTMENTAL	1,637.35	46,873.32	69,507.00	22,633.68	67.4
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
312-700-8530 STREET IMPROVEMENTS	5.00	320,898.50	560,291.00	239,392.50	57.3
TOTAL CAPITAL OUTLAY	5.00	320,898.50	560,291.00	239,392.50	57.3

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

STREET FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TOTAL CAPITAL OUTLAY	5.00	320,898.50	560,291.00	239,392.50	57.3
	<u>OTHER REQUIREMENTS</u>					
	<u>OTHER REQUIREMENTS</u>					
312-900-9590	CONTINGENCY	.00	.00	55,285.00	55,285.00	.0
	TOTAL OTHER REQUIREMENTS	.00	.00	55,285.00	55,285.00	.0
	TOTAL OTHER REQUIREMENTS	.00	.00	55,285.00	55,285.00	.0
	TOTAL FUND EXPENDITURES	1,642.35	367,771.82	685,083.00	317,311.18	53.7
	NET REVENUE OVER EXPENDITURES	4,147.74	(3,897.67)	(53,537.00)	(49,639.33)	(7.3)

CITY OF LOWELL
BALANCE SHEET
APRIL 30, 2021

BLACKBERRY JAM FUND

ASSETS

314-1110	ALLOCATED CASH	12,010.04	
	TOTAL ASSETS		12,010.04

LIABILITIES AND EQUITY

FUND EQUITY

314-3100	BEGINNING FUND BALANCE	12,509.56	
	REVENUE OVER EXPENDITURES - YTD	(499.52)	
	BALANCE - CURRENT DATE	(499.52)	
	TOTAL FUND EQUITY		12,010.04
	TOTAL LIABILITIES AND EQUITY		12,010.04

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

BLACKBERRY JAM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INVESTMENT EARNINGS</u>					
314-315-4125	INTEREST EARNED	.28	3.38	8.00	4.62	42.3
	TOTAL INVESTMENT EARNINGS	.28	3.38	8.00	4.62	42.3
	<u>OTHER REVENUE</u>					
314-370-4824	BBJ DONATIONS	.00	.00	50.00	50.00	.0
	TOTAL OTHER REVENUE	.00	.00	50.00	50.00	.0
	<u>FUNDRAISING & EVENT REVENUE</u>					
314-380-4861	CRAFT/COMMERCIAL BOOTH SALES	.00	.00	3,000.00	3,000.00	.0
314-380-4862	FOOD BOOTH SALES	.00	.00	1,200.00	1,200.00	.0
314-380-4864	JAM SALES	.00	150.00	1,500.00	1,350.00	10.0
314-380-4866	QUILT RAFFLE SALES	.00	1,846.00	4,000.00	2,154.00	46.2
314-380-4868	PROGRAM AD SALES	.00	.00	2,750.00	2,750.00	.0
314-380-4870	SPONSORSHIP REVENUE	.00	.00	4,000.00	4,000.00	.0
314-380-4872	PIE SALES	.00	.00	225.00	225.00	.0
314-380-4876	5K RACE REVENUE	.00	.00	1,000.00	1,000.00	.0
314-380-4878	CAR SHOW REVENUE	.00	35.00	4,250.00	4,215.00	.8
314-380-4880	FISHING DERBY REVENUE	.00	.00	450.00	450.00	.0
314-380-4882	HORSESHOE TOURNEY REVENUE	.00	.00	175.00	175.00	.0
314-380-4884	KIDZ KORNER REVENUE	.00	.00	1,000.00	1,000.00	.0
314-380-4886	PIE EATING CONTEST REVENUE	.00	.00	150.00	150.00	.0
	TOTAL FUNDRAISING & EVENT REVENUE	.00	2,031.00	23,700.00	21,669.00	8.6
	<u>MISCELLANEOUS REVENUE</u>					
314-385-4895	MISCELLANEOUS REVENUE	.00	.00	75.00	75.00	.0
	TOTAL MISCELLANEOUS REVENUE	.00	.00	75.00	75.00	.0
	TOTAL FUND REVENUE	.28	2,034.38	23,833.00	21,798.62	8.5

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

BLACKBERRY JAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>MATERIALS & SERVICES</u>					
314-490-6118 POLICE SERVICES	.00	.00	1,750.00	1,750.00	.0
314-490-6122 IT SERVICES	11.30	223.28	473.00	249.72	47.2
314-490-6220 PUBLICATIONS, PRINTING & DUES	.00	.00	1,000.00	1,000.00	.0
314-490-6224 FESTIVAL ADVERTISEMENT	.00	.00	1,500.00	1,500.00	.0
314-490-6226 POSTAGE	.00	.00	50.00	50.00	.0
314-490-6238 BANK SERVICE CHARGES	.00	.62	75.00	74.38	.8
314-490-6290 MISCELLANEOUS	.00	10.00	2,000.00	1,990.00	.5
314-490-6440 TELEPHONE SERVICES	.00	.00	250.00	250.00	.0
314-490-6445 REFUSE SERVICES	.00	.00	1,150.00	1,150.00	.0
314-490-6705 RENT	80.00	800.00	1,250.00	450.00	64.0
314-490-6810 CRAFT/COMMERCIAL BOOTH EXP	.00	.00	750.00	750.00	.0
314-490-6812 FOOD BOOTH EXP	.00	.00	175.00	175.00	.0
314-490-6814 JAM SALES EXP	.00	.00	825.00	825.00	.0
314-490-6816 QUILT RAFFLE	.00	1,500.00	4,000.00	2,500.00	37.5
314-490-6820 SPONSORSHIP EXP	.00	.00	50.00	50.00	.0
314-490-6850 5K RACE EXP	.00	.00	600.00	600.00	.0
314-490-6852 CAR SHOW EXP	.00	.00	4,000.00	4,000.00	.0
314-490-6854 FISHING DERBY EXP	.00	.00	450.00	450.00	.0
314-490-6856 HORSESHOE TOURNEY EXP	.00	.00	50.00	50.00	.0
314-490-6858 KIDZ KORNER EXP	.00	.00	1,000.00	1,000.00	.0
314-490-6860 PIE EATING CONTEST EXP	.00	.00	300.00	300.00	.0
314-490-6862 RC FLYERS EXP	.00	.00	100.00	100.00	.0
314-490-6864 ENTERTAINMENT EXP	.00	.00	4,000.00	4,000.00	.0
TOTAL MATERIALS & SERVICES	91.30	2,533.90	25,798.00	23,264.10	9.8
TOTAL NON-DEPARTMENTAL	91.30	2,533.90	25,798.00	23,264.10	9.8
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
314-900-9590 CONTINGENCY	.00	.00	10,387.00	10,387.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	10,387.00	10,387.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	10,387.00	10,387.00	.0
TOTAL FUND EXPENDITURES	91.30	2,533.90	36,185.00	33,651.10	7.0

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

BLACKBERRY JAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(91.02)	(499.52)	(12,352.00)	(11,852.48)	(4.0)

CITY OF LOWELL
BALANCE SHEET
APRIL 30, 2021

PARKS SDC FUND

ASSETS

410-1110	ALLOCATED CASH	11,029.16	
410-1115	CASH IN BANK - LGIP	47,604.76	
	TOTAL ASSETS		58,633.92

LIABILITIES AND EQUITY

FUND EQUITY

410-3100	BEGINNING FUND BALANCE	54,359.34	
	REVENUE OVER EXPENDITURES - YTD	4,274.58	
	BALANCE - CURRENT DATE	4,274.58	
	TOTAL FUND EQUITY		58,633.92
	TOTAL LIABILITIES AND EQUITY		58,633.92

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

PARKS SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INVESTMENT EARNINGS</u>					
410-315-4125	INTEREST EARNED	23.69	334.58	250.00	(84.58)	133.8
	TOTAL INVESTMENT EARNINGS	23.69	334.58	250.00	(84.58)	133.8
	<u>SDC REVENUE</u>					
410-345-4510	PARK SDC FEES	985.00	3,940.00	14,775.00	10,835.00	26.7
	TOTAL SDC REVENUE	985.00	3,940.00	14,775.00	10,835.00	26.7
	TOTAL FUND REVENUE	1,008.69	4,274.58	15,025.00	10,750.42	28.5

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

PARKS SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>NON-DEPARTMENTAL</u>					
	<u>MATERIALS & SERVICES</u>					
410-490-6714	MATERIALS & SERVICES	.00	.00	2,000.00	2,000.00	.0
	TOTAL MATERIALS & SERVICES	.00	.00	2,000.00	2,000.00	.0
	 TOTAL NON-DEPARTMENTAL	.00	.00	2,000.00	2,000.00	.0
	 <u>CAPITAL OUTLAY</u>					
	<u>CAPITAL OUTLAY</u>					
410-700-8520	PARKS IMPROVEMENTS	.00	.00	67,602.00	67,602.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	67,602.00	67,602.00	.0
	 TOTAL CAPITAL OUTLAY	.00	.00	67,602.00	67,602.00	.0
	 TOTAL FUND EXPENDITURES	.00	.00	69,602.00	69,602.00	.0
	 NET REVENUE OVER EXPENDITURES	1,008.69	4,274.58	(54,577.00)	(58,851.58)	7.8

CITY OF LOWELL
BALANCE SHEET
APRIL 30, 2021

STREETS SDC FUND

ASSETS

412-1110	ALLOCATED CASH	8,875.85	
412-1115	CASH IN BANK - LGIP	41,111.05	
	TOTAL ASSETS		49,986.90

LIABILITIES AND EQUITY

FUND EQUITY

412-3100	BEGINNING FUND BALANCE	47,330.02	
	REVENUE OVER EXPENDITURES - YTD	2,656.88	
	BALANCE - CURRENT DATE	2,656.88	
	TOTAL FUND EQUITY		49,986.90
	TOTAL LIABILITIES AND EQUITY		49,986.90

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

STREETS SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INVESTMENT EARNINGS</u>					
412-315-4125	INTEREST EARNED	20.45	288.88	250.00	(38.88)	115.6
	TOTAL INVESTMENT EARNINGS	20.45	288.88	250.00	(38.88)	115.6
	<u>SDC REVENUE</u>					
412-345-4512	TRANSPORTATION SDC	592.00	2,368.00	8,880.00	6,512.00	26.7
	TOTAL SDC REVENUE	592.00	2,368.00	8,880.00	6,512.00	26.7
	TOTAL FUND REVENUE	612.45	2,656.88	9,130.00	6,473.12	29.1

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

STREETS SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>NON-DEPARTMENTAL</u>					
	<u>MATERIALS & SERVICES</u>					
412-490-6128	OTHER CONTRACT SERVICES	.00	.00	2,000.00	2,000.00	.0
	TOTAL MATERIALS & SERVICES	.00	.00	2,000.00	2,000.00	.0
	 TOTAL NON-DEPARTMENTAL	.00	.00	2,000.00	2,000.00	.0
	 <u>CAPITAL OUTLAY</u>					
	<u>CAPITAL OUTLAY</u>					
412-700-8530	STREET IMPROVEMENTS	.00	.00	54,613.00	54,613.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	54,613.00	54,613.00	.0
	 TOTAL CAPITAL OUTLAY	.00	.00	54,613.00	54,613.00	.0
	 TOTAL FUND EXPENDITURES	.00	.00	56,613.00	56,613.00	.0
	 NET REVENUE OVER EXPENDITURES	612.45	2,656.88	(47,483.00)	(50,139.88)	5.6

CITY OF LOWELL
BALANCE SHEET
APRIL 30, 2021

WATER SDC FUND

ASSETS

430-1110	ALLOCATED CASH	28,010.60	
430-1115	CASH IN BANK - LGIP	300,916.49	
	TOTAL ASSETS		328,927.09

LIABILITIES AND EQUITY

FUND EQUITY

430-3100	BEGINNING FUND BALANCE	311,501.91	
	REVENUE OVER EXPENDITURES - YTD	17,425.18	
	BALANCE - CURRENT DATE	17,425.18	
	TOTAL FUND EQUITY		328,927.09
	TOTAL LIABILITIES AND EQUITY		328,927.09

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

WATER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INVESTMENT EARNINGS</u>					
430-315-4125	INTEREST EARNED	148.87	2,105.18	6,400.00	4,294.82	32.9
	TOTAL INVESTMENT EARNINGS	148.87	2,105.18	6,400.00	4,294.82	32.9
	<u>SDC REVENUE</u>					
430-345-4530	WATER SDC	3,830.00	15,320.00	57,450.00	42,130.00	26.7
	TOTAL SDC REVENUE	3,830.00	15,320.00	57,450.00	42,130.00	26.7
	TOTAL FUND REVENUE	3,978.87	17,425.18	63,850.00	46,424.82	27.3

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

WATER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>NON-DEPARTMENTAL</u>					
	<u>MATERIALS & SERVICES</u>					
430-490-6128	OTHER CONTRACT SERVICES	.00	.00	2,000.00	2,000.00	.0
	TOTAL MATERIALS & SERVICES	.00	.00	2,000.00	2,000.00	.0
	 TOTAL NON-DEPARTMENTAL	.00	.00	2,000.00	2,000.00	.0
	 <u>CAPITAL OUTLAY</u>					
	<u>CAPITAL OUTLAY</u>					
430-700-8540	WATER SYSTEMS IMPROVEMTS	.00	.00	381,877.00	381,877.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	381,877.00	381,877.00	.0
	 TOTAL CAPITAL OUTLAY	.00	.00	381,877.00	381,877.00	.0
	 TOTAL FUND EXPENDITURES	.00	.00	383,877.00	383,877.00	.0
	 NET REVENUE OVER EXPENDITURES	3,978.87	17,425.18	(320,027.00)	(337,452.18)	5.4

CITY OF LOWELL
BALANCE SHEET
APRIL 30, 2021

SEWER SDC FUND

ASSETS

440-1110	ALLOCATED CASH	13,552.62	
440-1115	CASH IN BANK - LGIP	132,474.33	
	TOTAL ASSETS		146,026.95

LIABILITIES AND EQUITY

FUND EQUITY

440-3100	BEGINNING FUND BALANCE	139,744.72	
	REVENUE OVER EXPENDITURES - YTD	6,282.23	
	BALANCE - CURRENT DATE	6,282.23	
	TOTAL FUND EQUITY		146,026.95
	TOTAL LIABILITIES AND EQUITY		146,026.95

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

SEWER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INVESTMENT EARNINGS</u>					
440-315-4125	INTEREST EARNED	65.58	927.23	1,975.00	1,047.77	47.0
	TOTAL INVESTMENT EARNINGS	65.58	927.23	1,975.00	1,047.77	47.0
	<u>SDC REVENUE</u>					
440-345-4540	SEWER SDC	1,071.00	5,355.00	16,065.00	10,710.00	33.3
	TOTAL SDC REVENUE	1,071.00	5,355.00	16,065.00	10,710.00	33.3
	TOTAL FUND REVENUE	1,136.58	6,282.23	18,040.00	11,757.77	34.8

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

SEWER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>NON-DEPARTMENTAL</u>					
	<u>MATERIALS & SERVICES</u>					
440-490-6128	OTHER CONTRACT SERVICES	.00	.00	2,000.00	2,000.00	.0
	TOTAL MATERIALS & SERVICES	.00	.00	2,000.00	2,000.00	.0
	TOTAL NON-DEPARTMENTAL	.00	.00	2,000.00	2,000.00	.0
	<u>CAPITAL OUTLAY</u>					
	<u>CAPITAL OUTLAY</u>					
440-700-8550	SEWER SYSTEMS	.00	.00	156,494.00	156,494.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	156,494.00	156,494.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	156,494.00	156,494.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	158,494.00	158,494.00	.0
	NET REVENUE OVER EXPENDITURES	1,136.58	6,282.23	(140,454.00)	(146,736.23)	4.5

CITY OF LOWELL
BALANCE SHEET
APRIL 30, 2021

STORMWATER SDC FUND

ASSETS

445-1110	ALLOCATED CASH	9,853.79	
445-1115	CASH IN BANK - LGIP	38,083.86	
	TOTAL ASSETS		47,937.65

LIABILITIES AND EQUITY

FUND EQUITY

445-3100	BEGINNING FUND BALANCE	44,977.67	
	REVENUE OVER EXPENDITURES - YTD	2,959.98	
	BALANCE - CURRENT DATE	2,959.98	
	TOTAL FUND EQUITY		47,937.65
	TOTAL LIABILITIES AND EQUITY		47,937.65

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

STORMWATER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INVESTMENT EARNINGS</u>					
445-315-4125	INTEREST EARNED	18.98	267.98	635.00	367.02	42.2
	TOTAL INVESTMENT EARNINGS	18.98	267.98	635.00	367.02	42.2
	<u>SDC REVENUE</u>					
445-345-4545	STORM DRAINAGE SDC	673.00	2,692.00	10,095.00	7,403.00	26.7
	TOTAL SDC REVENUE	673.00	2,692.00	10,095.00	7,403.00	26.7
	TOTAL FUND REVENUE	691.98	2,959.98	10,730.00	7,770.02	27.6

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

STORMWATER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>NON-DEPARTMENTAL</u>					
	<u>MATERIALS & SERVICES</u>					
445-490-6128	OTHER CONTRACT SERVICES	.00	.00	2,000.00	2,000.00	.0
	TOTAL MATERIALS & SERVICES	.00	.00	2,000.00	2,000.00	.0
	 TOTAL NON-DEPARTMENTAL	.00	.00	2,000.00	2,000.00	.0
	 <u>CAPITAL OUTLAY</u>					
	<u>CAPITAL OUTLAY</u>					
445-700-8560	STORMWATER IMPROVEMENTS	.00	.00	53,843.00	53,843.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	53,843.00	53,843.00	.0
	 TOTAL CAPITAL OUTLAY	.00	.00	53,843.00	53,843.00	.0
	 TOTAL FUND EXPENDITURES	.00	.00	55,843.00	55,843.00	.0
	 NET REVENUE OVER EXPENDITURES	691.98	2,959.98	(45,113.00)	(48,072.98)	6.6

CITY OF LOWELL
BALANCE SHEET
APRIL 30, 2021

WATER RESERVE FUND

ASSETS

520-1110	ALLOCATED CASH	39,393.08	
	TOTAL ASSETS		39,393.08

LIABILITIES AND EQUITY

FUND EQUITY

520-3100	BEGINNING FUND BALANCE	23,643.08	
	REVENUE OVER EXPENDITURES - YTD	15,750.00	
	BALANCE - CURRENT DATE	15,750.00	
	TOTAL FUND EQUITY		39,393.08
	TOTAL LIABILITIES AND EQUITY		39,393.08

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

WATER RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INVESTMENT EARNINGS</u>					
520-315-4125	INTEREST EARNED	.90	10.00	15.00	5.00	66.7
	TOTAL INVESTMENT EARNINGS	.90	10.00	15.00	5.00	66.7
	<u>TRANSFERS IN</u>					
520-390-4930	TRANSFER FROM WATER FUND	.00	15,740.00	15,740.00	.00	100.0
	TOTAL TRANSFERS IN	.00	15,740.00	15,740.00	.00	100.0
	TOTAL FUND REVENUE	.90	15,750.00	15,755.00	5.00	100.0

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

WATER RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>OTHER REQUIREMENTS</u>					
	<u>OTHER REQUIREMENTS</u>					
520-900-9892	RESERVED FOR WATER BOND PYMT	.00	.00	39,402.00	39,402.00	.0
	TOTAL OTHER REQUIREMENTS	.00	.00	39,402.00	39,402.00	.0
	TOTAL OTHER REQUIREMENTS	.00	.00	39,402.00	39,402.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	39,402.00	39,402.00	.0
	NET REVENUE OVER EXPENDITURES	.90	15,750.00	(23,647.00)	(39,397.00)	66.6

CITY OF LOWELL
BALANCE SHEET
APRIL 30, 2021

SEWER RESERVE FUND

ASSETS

521-1110	ALLOCATED CASH	15,750.03	
	TOTAL ASSETS		15,750.03

LIABILITIES AND EQUITY

FUND EQUITY

521-3100	BEGINNING FUND BALANCE	9,826.25	
	REVENUE OVER EXPENDITURES - YTD	5,923.78	
	BALANCE - CURRENT DATE	5,923.78	
	TOTAL FUND EQUITY		15,750.03
	TOTAL LIABILITIES AND EQUITY		15,750.03

CITY OF LOWELL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

SEWER RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INVESTMENT EARNINGS</u>					
521-315-4125	INTEREST EARNED	.36	3.78	8.00	4.22	47.3
	TOTAL INVESTMENT EARNINGS	.36	3.78	8.00	4.22	47.3
	<u>TRANSFERS IN</u>					
521-390-4940	TRANSFER FROM SEWER FUND	.00	5,920.00	5,920.00	.00	100.0
	TOTAL TRANSFERS IN	.00	5,920.00	5,920.00	.00	100.0
	TOTAL FUND REVENUE	.36	5,923.78	5,928.00	4.22	99.9

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

SEWER RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>OTHER REQUIREMENTS</u>					
	<u>OTHER REQUIREMENTS</u>					
521-900-9892	RESERVED FOR SEWER BOND PYMT	.00	.00	15,756.00	15,756.00	.0
	TOTAL OTHER REQUIREMENTS	.00	.00	15,756.00	15,756.00	.0
	TOTAL OTHER REQUIREMENTS	.00	.00	15,756.00	15,756.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	15,756.00	15,756.00	.0
	NET REVENUE OVER EXPENDITURES	.36	5,923.78	(9,828.00)	(15,751.78)	60.3

CITY OF LOWELL
BALANCE SHEET
APRIL 30, 2021

EQUIPMENT FUND

LIABILITIES AND EQUITY

FUND EQUITY

550-3100	BEGINNING FUND BALANCE		22,181.31	
	REVENUE OVER EXPENDITURES - YTD	(<u>22,181.31)</u>	
	BALANCE - CURRENT DATE		(<u>22,181.31)</u>
	TOTAL FUND EQUITY			<u>.00</u>
	TOTAL LIABILITIES AND EQUITY			<u><u>.00</u></u>

CITY OF LOWELL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2021

EQUIPMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>OTHER REQUIREMENTS</u>					
	<u>OTHER REQUIREMENTS</u>					
550-900-9110	TRANSFER TO GENERAL FUND	.00	6,049.45	6,051.00	1.55	100.0
550-900-9112	TRANSFER TO STREET FUND	.00	4,032.96	4,033.00	.04	100.0
550-900-9130	TRANSFER TO WATER FUND	.00	6,049.45	6,051.00	1.55	100.0
550-900-9140	TRANSFER TO SEWER FUND	.00	6,049.45	6,051.00	1.55	100.0
	TOTAL OTHER REQUIREMENTS	.00	22,181.31	22,186.00	4.69	100.0
	TOTAL OTHER REQUIREMENTS	.00	22,181.31	22,186.00	4.69	100.0
	TOTAL FUND EXPENDITURES	.00	22,181.31	22,186.00	4.69	100.0
	NET REVENUE OVER EXPENDITURES	.00	(22,181.31)	(22,186.00)	(4.69)	(100.0)

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
16372								
16372	Bridge Town Market	MAR2021	1	Fuel	230-490-6710	.00	60.00	60.00
16372	Bridge Town Market	MAR2021	2	Fuel	110-420-6710	.00	153.53	153.53
16372	Bridge Town Market	MAR2021	3	General supplies	230-490-6234	.00	4.79	4.79
16372	Bridge Town Market	MAR2021	4	General supplies	240-490-6234	.00	4.79	4.79
16372	Bridge Town Market	MAR2021	5	Fuel	240-490-6710	.00	39.39	39.39
Total 16372:						.00		262.50
16373								
16373	City of Oakridge	COURTQTR	1	Court Service	110-480-6128	.00	203.63	203.63
Total 16373:						.00		203.63
16374								
16374	DCBS-Fiscal Services	JAN-MAR20	1	Surcharge on Building Permits	220-490-6524	.00	184.20	184.20
16374	DCBS-Fiscal Services	JAN-MAR20	2	Surcharge on Building Permits	220-490-6524	.00	18.00	18.00
16374	DCBS-Fiscal Services	JAN-MAR20	3	Surcharge on Building Permits	220-490-6524	.00	89.88	89.88
16374	DCBS-Fiscal Services	JAN-MAR20	5	Surcharge on Electrical Permits	220-490-6525	.00	39.00	39.00
16374	DCBS-Fiscal Services	JAN-MAR20	6	Surcharge on Electrical Permits	220-490-6525	.00	35.52	35.52
Total 16374:						.00		366.60
16375								
16375	Lowell School District	CETQTR320	1	CET Tax	110-2515	.00	1,423.80	1,423.80
Total 16375:						.00		1,423.80
16376								
16376	Mid-Valley Tractor	R50568	1	Maintenance on tractor	110-420-6324	.00	803.21	803.21
Total 16376:						.00		803.21
16377								
16377	Northwest Code Profession	3412	1	Building Permit Cost	220-490-6150	.00	851.33	851.33
16377	Northwest Code Profession	3412	2	Electrical Permit Cost	220-490-6152	.00	222.00	222.00
Total 16377:						.00		1,073.33
16378								
16378	Oregon Dept of Revenue	MARCH2021	1	Criminal Fine Account - 928	110-480-6560	.00	135.00	135.00
Total 16378:						.00		135.00
16379								
16379	Pacific Office Automation In	5014474593	1	Postage Machine	110-410-6128	.00	39.33	39.33
16379	Pacific Office Automation In	5014474593	2	Postage Machine	230-490-6128	.00	78.65	78.65
16379	Pacific Office Automation In	5014474593	3	Postage Machine	240-490-6128	.00	78.65	78.65
Total 16379:						.00		196.63

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
16380								
16380	Sanders, Tim	79	1	Monthly DRC Fee for Collections	240-490-6128	.00	300.00	300.00
Total 16380:						.00		300.00
16381								
16381	SaniPac	3829502	1	Refuse Services	240-490-6445	.00	41.50	41.50
16381	SaniPac	3829502	2	Refuse Services	230-490-6445	.00	41.50	41.50
Total 16381:						.00		83.00
16382								
16382	USA Blue Book	558258	1	Total Swiftest for Sewer Plant	240-490-6750	.00	118.94	118.94
Total 16382:						.00		118.94
16383								
16383	Verizon Wireless	9876088848	1	Cell Phone	240-490-6440	.00	90.68	90.68
16383	Verizon Wireless	9876088848	2	Cell Phone, tablet	230-490-6440	.00	116.88	116.88
16383	Verizon Wireless	9876088848	3	Cell Phone	110-410-6440	.00	50.67	50.67
Total 16383:						.00		258.23
16384								
16384	Caselle	108953	1	Contract Support and Maintenanc	110-410-6122	.00	225.54	225.54
16384	Caselle	108953	2	Contract Support and Maintenanc	110-420-6122	.00	75.85	75.85
16384	Caselle	108953	3	Contract Support and Maintenanc	110-440-6122	.00	16.40	16.40
16384	Caselle	108953	4	Contract Support and Maintenanc	110-450-6122	.00	49.55	49.55
16384	Caselle	108953	5	Contract Support and Maintenanc	220-490-6122	.00	22.05	22.05
16384	Caselle	108953	6	Contract Support and Maintenanc	230-490-6122	.00	357.63	357.63
16384	Caselle	108953	7	Contract Support and Maintenanc	240-490-6122	.00	357.63	357.63
16384	Caselle	108953	8	Contract Support and Maintenanc	312-490-6122	.00	76.05	76.05
16384	Caselle	108953	9	Contract Support and Maintenanc	314-490-6122	.00	11.30	11.30
Total 16384:						.00		1,192.00
16385								
16385	Century Link	MAR2021	1	Telephone Service	240-490-6440	.00	165.63	165.63
16385	Century Link	MAR2021	2	Telephone Service	230-490-6440	.00	143.17	143.17
16385	Century Link	MAR2021	3	Telephone Service	220-490-6440	.00	18.38	18.38
16385	Century Link	MAR2021	4	Internet Service	230-490-6435	.00	75.00	75.00
16385	Century Link	MAR2021	5	Telephone Service	110-450-6440	.00	34.52	34.52
16385	Century Link	MAR2021	6	Telephone Service	110-410-6440	.00	130.89	130.89
Total 16385:						.00		567.59
16386								
16386	CenturyLink Business Serv	220421175	1	Telephone Service	110-410-6440	.00	3.31	3.31
Total 16386:						.00		3.31
16387								
16387	City of Oakridge	APRIL0056	1	Police Service	110-430-6118	.00	2,413.91	2,413.91
Total 16387:						.00		2,413.91

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
16388								
16388	Civil West Engineering Ser	2101.001.00	1	Engineering Service	110-440-6116	.00	2,474.45	2,474.45
16388	Civil West Engineering Ser	2101.001.00	2	Engineering Service	230-490-6116	.00	670.00	670.00
Total 16388:						.00		3,144.45
16389								
16389	Covey Excavation LLC	1001	1	Clean up debris from water repair	230-490-6330	.00	1,696.00	1,696.00
16389	Covey Excavation LLC	1002	1	Clean up from sewer repairs	240-490-6330	.00	2,596.00	2,596.00
Total 16389:						.00		4,292.00
16390								
16390	Gatehouse Eugene - Adver	95498	1	Public Notice	110-410-6220	.00	55.00	55.00
Total 16390:						.00		55.00
16391								
16391	Grainger	9856283412	1	Meter Wrench	230-490-6234	.00	52.83	52.83
Total 16391:						.00		52.83
16392								
16392	Hunter Communications	141386	1	Internet Service	220-490-6435	.00	18.49	18.49
16392	Hunter Communications	141386	2	Internet Service	110-450-6435	.00	46.24	46.24
16392	Hunter Communications	141386	3	Internet Service	110-410-6435	.00	120.21	120.21
Total 16392:						.00		184.94
16393								
16393	Jaywil Software Dev	QMN000113	1	Library Resource Mate	110-450-6122	.00	186.00	186.00
Total 16393:						.00		186.00
16394								
16394	Lane County Deeds & Rec	T. FERGUSO	1	Waiver of Remonstrance Recordin	312-700-8530	.00	5.00	5.00
Total 16394:						.00		5.00
16395								
16395	Nichols, Layli	MAR2021	1	Consulting Services	240-490-6114	.00	312.50	312.50
16395	Nichols, Layli	MAR2021	2	Consulting Services	230-490-6114	.00	312.50	312.50
16395	Nichols, Layli	MAR2021	3	Consulting Services	312-490-6114	.00	104.50	104.50
16395	Nichols, Layli	MAR2021	4	Consulting Services	110-410-6114	.00	312.50	312.50
Total 16395:						.00		1,042.00
16396								
16396	Southside Bank	APRIL2021	1	Loan # 263007	110-800-7510	.00	667.28	667.28
Total 16396:						.00		667.28
16397								
16397	Staples Credit Plan	ARP21	1	Office Supplies	230-490-6230	.00	80.20	80.20
16397	Staples Credit Plan	ARP21	2	Office Supplies	240-490-6230	.00	80.21	80.21

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 16397:						.00		160.41
16398								
16398	U.S. Equipment Finance	440053494	1	Copier Contract	110-410-6124	.00	147.98	147.98
Total 16398:						.00		147.98
16399								
16399	USA Blue Book	562483	1	Water meter gaskets and wrenche	230-490-6234	.00	330.55	330.55
Total 16399:						.00		330.55
16400								
16400	Southside Bank	256156-2021	1	Loan # 256156	110-800-7111	.00	9,596.89	9,596.89
16400	Southside Bank	256156-2021	2	Loan # 256156	110-800-7511	.00	13,052.63	13,052.63
16400	Southside Bank	256156-2021	3	Loan # 256156	110-800-7112	.00	7,498.39	7,498.39
16400	Southside Bank	256156-2021	5	Loan # 256156	110-800-7512	.00	10,198.47	10,198.47
Total 16400:						.00		40,346.38
16401								
16401	Charter Communications	0017273040	1	Internet	240-490-6435	.00	116.98	116.98
16401	Charter Communications	0017828041	1	Internet	110-410-6122	.00	89.99	89.99
Total 16401:						.00		206.97
16402								
16402	Cleanmex LLC	1754	1	COVID cleaning of City Hall and L	110-410-6128	.00	900.00	900.00
16402	Cleanmex LLC	1754	2	COVID cleaning of Park Restroom	110-420-6128	.00	1,664.00	1,664.00
16402	Cleanmex LLC	1772	1	COVID cleaning of Parks Restroo	110-420-6128	.00	1,560.00	1,560.00
Total 16402:						.00		4,124.00
16403								
16403	Lane Council of Governme	78811	1	Legal Services	110-410-6112	.00	693.92	693.92
Total 16403:						.00		693.92
16404								
16404	Lowell Mini Storage	MAY 2021	1	Storage Rental Unit #L029	314-490-6705	.00	80.00	80.00
Total 16404:						.00		80.00
16405								
16405	Municode	00356533	1	Municipal Code Update	110-410-6128	.00	559.62	559.62
Total 16405:						.00		559.62
16406								
16406	Oregon Fence Co.	28120	1	Barb Wire Repair at Water Plant	230-490-6330	.00	220.00	220.00
Total 16406:						.00		220.00
16407								
16407	Renewable Resource Grou	137144	1	Sewer Analysis	240-490-6755	.00	51.30	51.30

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
16407	Renewable Resource Grou	137145	1	Sewer Analysis	240-490-6755	.00	162.00	162.00
16407	Renewable Resource Grou	137206	1	Water Analysis	230-490-6755	.00	39.60	39.60
16407	Renewable Resource Grou	137207	1	Sewer Analysis	240-490-6755	.00	225.00	225.00
16407	Renewable Resource Grou	137355	1	Sewer Analysis	240-490-6755	.00	54.00	54.00
Total 16407:						.00		531.90
16408								
16408	The Automation Group Inc	00007852	1	Security Camera Set-up and Prog	230-490-6330	.00	1,170.00	1,170.00
Total 16408:						.00		1,170.00
Grand Totals:						.00		67,602.91

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
110-2125	.00	55,582.71-	55,582.71-
110-2515	1,423.80	.00	1,423.80
110-410-6112	693.92	.00	693.92
110-410-6114	312.50	.00	312.50
110-410-6122	315.53	.00	315.53
110-410-6124	147.98	.00	147.98
110-410-6128	1,498.95	.00	1,498.95
110-410-6220	55.00	.00	55.00
110-410-6435	120.21	.00	120.21
110-410-6440	184.87	.00	184.87
110-420-6122	75.85	.00	75.85
110-420-6128	3,224.00	.00	3,224.00
110-420-6324	803.21	.00	803.21
110-420-6710	153.53	.00	153.53
110-430-6118	2,413.91	.00	2,413.91
110-440-6116	2,474.45	.00	2,474.45
110-440-6122	16.40	.00	16.40
110-450-6122	235.55	.00	235.55
110-450-6435	46.24	.00	46.24
110-450-6440	34.52	.00	34.52
110-480-6128	203.63	.00	203.63
110-480-6560	135.00	.00	135.00
110-800-7111	9,596.89	.00	9,596.89
110-800-7112	7,498.39	.00	7,498.39
110-800-7510	667.28	.00	667.28
110-800-7511	13,052.63	.00	13,052.63
110-800-7512	10,198.47	.00	10,198.47
220-2125	.00	1,498.85-	1,498.85-
220-490-6122	22.05	.00	22.05
220-490-6150	851.33	.00	851.33
220-490-6152	222.00	.00	222.00
220-490-6435	18.49	.00	18.49
220-490-6440	18.38	.00	18.38
220-490-6524	292.08	.00	292.08
220-490-6525	74.52	.00	74.52
230-2125	.00	5,449.30-	5,449.30-

GL Account	Debit	Credit	Proof
230-490-6114	312.50	.00	312.50
230-490-6116	670.00	.00	670.00
230-490-6122	357.63	.00	357.63
230-490-6128	78.65	.00	78.65
230-490-6230	80.20	.00	80.20
230-490-6234	388.17	.00	388.17
230-490-6330	3,086.00	.00	3,086.00
230-490-6435	75.00	.00	75.00
230-490-6440	260.05	.00	260.05
230-490-6445	41.50	.00	41.50
230-490-6710	60.00	.00	60.00
230-490-6755	39.60	.00	39.60
240-2125	.00	4,795.20-	4,795.20-
240-490-6114	312.50	.00	312.50
240-490-6122	357.63	.00	357.63
240-490-6128	378.65	.00	378.65
240-490-6230	80.21	.00	80.21
240-490-6234	4.79	.00	4.79
240-490-6330	2,596.00	.00	2,596.00
240-490-6435	116.98	.00	116.98
240-490-6440	256.31	.00	256.31
240-490-6445	41.50	.00	41.50
240-490-6710	39.39	.00	39.39
240-490-6750	118.94	.00	118.94
240-490-6755	492.30	.00	492.30
312-2125	.00	185.55-	185.55-
312-490-6114	104.50	.00	104.50
312-490-6122	76.05	.00	76.05
312-700-8530	5.00	.00	5.00
314-2125	.00	91.30-	91.30-
314-490-6122	11.30	.00	11.30
314-490-6705	80.00	.00	80.00
Grand Totals:	67,602.91	67,602.91-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

GL Account	Debit	Credit	Proof
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Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

Bank.Name = "General"



City Administrator's Office
P.O. Box 490 Lowell, OR 97452
Phone: 541-359-8768
Email: jcaudle@ci.lowell.or.us

To: Mayor Bennett and City Council
From: Jeremy Caudle, City Administrator
Date: May 13, 2021
Re: Administrator's report for May

MEMO

This City Administrator's report covers activities since the April 20, 2021 regular meeting. A summary of major activities is as follows:

Budget Committee. On April 28, the Budget Committee met to review the recommended budget, which was approved. The next step is a public hearing on the budget and final approval by City Council. I will submit the Form LB-1 "Notice of budget hearing" to the newspaper with a hearing date to be scheduled on June 1, prior to your work session. Final budget adoption would take place at your June 15 regular meeting.

Library renovation project. Responses to the architectural services request for approval—as approved at City Council's March 16 meeting—were due April 14. From April 20 to 28, the Selection Committee reviewed proposals, conducted background checks, and decided to recommend Wilson Architecture for the project.

Wilson Architecture made a brief presentation to City Council at its May 6 meeting. Afterwards, I finalized the contract and scope of work with Wilson Architecture, which is on the agenda for consideration and action at the May 18 meeting. I also worked with the City Attorney on reviewing the contract and incorporating his recommended changes.

I also reviewed a list of to-do items that the architect is requesting that we complete to start the project. This includes providing a list of City Councilors, staff, and community stakeholder to be involved in the design and visioning process. The information from this process will be used to prepare a final design and, in turn, construction documents.

On May 11, Mayor Bennett and I met with representatives of The Ford Family Foundation to update them on our progress on the project in relation to our grant application with them, including the change in design from the library only option to the combined city hall plus library option.

Park renovation projects. On April 26, I received notification from the Oregon Parks and Recreation Department that our Land and Wildlife Conservation Fund grant in the amount of \$214,000 is likely to be approved in June. Before we sign a grant agreement with them (anticipated in July), we would need to complete an archaeological study. As mentioned in your May 6 work session, I will present options to City Council on hiring archaeologists, as well as obtaining debt financing so we can move forward with this project and accepting the grant funding.

Also in April, I received notification that my grant application with Travel Oregon in the amount of \$55,000 for Rolling Rock Park was not approved. I have not yet heard back on my grant application with AARP for Rolling Rock Park in the amount of \$114,000.

The Public Works Department is working with well contractors on determining the feasibility of irrigating city parks with well water. I approved the quote for Paul Fisher irrigation, from the May 6 meeting, and we are on the landscaping company's schedule for them to begin the project.

E Main Street Property. Following up from the May 6 work session, I am meeting with the Lowell Fire District Chief Lon Draft on May 13 to discuss burning the vacant house for fire training purposes. Before conducting the burn, we will need to have the house inspected for asbestos. I plan on hiring an environmental consulting firm to conduct the asbestos testing.



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

TO: Mayor Bennett and Council
FROM: Max Baker, Public Works Director
DATE: May 18, 2021
SUBJECT: Public Works Report

Streets and Parks

On Tuesday the 11th Third Graders from MVA did their Annual community give back at RR Park. They pulled weeds, spread bark and planted 108 plants in the circles.

Water Treatment Plant/Distribution

JK Electric added some security lighting to both buildings at the WTP

Wastewater Treatment Plant/Collections

On Wednesday May 5th and Monday May 10th we had a compliance and records review site visit from DEQ with Steve McMillan.

Code Enforcement

The Radar Speed sign was moved to Main Street by the City property to capture traffic on Pioneer street heading North.

LOWELL PATROL LOG April 2021

DATE	OFFICERS	START TIME	END TIME	# HOURS	CONTACTS	ARRESTS	CITES	WARNINGS	CALLS	REPORT #
1-Apr	409	19:30	20:30	1:00						
4-Apr	421	13:25	13:55	0:30						
4-Apr	423	9:30	17:00	7:30						
4-Apr	429	9:30	17:00	7:30						
6-Apr	429	21:05	21:45	0:40						
7-Apr	403	8:04	8:08	0:04	1					
9-Apr	407	22:30	0:00	1:30						
10-Apr	401	14:30	16:00	1:30						
10-Apr	423	14:30	15:30	1:00						
10-Apr	401	18:00	19:00	1:00						
17-Apr	407	22:30	0:00	1:30						
19-Apr	429	20:25	21:30	1:05						
20-Apr	429	19:00	20:00	1:00						
23-Apr	409	1:30	3:00	1:30						
23-Apr	429	16:30	23:00	6:30						
23-Apr	423	16:30	23:00	6:30						
23-Apr	407	22:30	0:00	1:30						
24-Apr	429	11:40	16:40	5:00						
24-Apr	407	22:30	0:00	1:30						
25-Apr	407	0:00	2:00	2:00						
26-Apr	401	16:45	18:15	1:30						
26-Apr	409	16:30	17:30	1:00						
28-Apr	409	23:15	0:15	1:00						
30-Apr	409	1:00	2:30	1:30						
30-Apr	407	19:00	23:00	4:00						
30-Apr	429	16:30	23:30	7:00						
30-Apr	423	16:30	23:30	7:00						
				73						

TRAFFIC VIOLATIONS	CITATION	WARNING
SPEED	4	4
DWS	2	
FAIL TO SIGNAL		1
STOP VIOLATIONS		
OTHER MOVING		1

DATE	TIME	DESCRIPTION
7-Apr	8:04	Report of unauthorized entry into motor vehicle.
4-Apr	10:27	Traffic stop
	12:20	Traffic stop
	14:48	Traffic stop
	15:00	Traffic stop
	15:25	Traffic stop
23-Apr	16:34	Speed Enforcement/checks
	17:54	Traffic stop
	18:28	Traffic stop
	19:59	Traffic stop
26-Apr	12:15	Traffic stop
	12:55	Traffic stop
30-Apr	18:15	Traffic stop
	18:44	Traffic stop

Agenda Item Sheet

City of Lowell City Council



Type of item:	Ordinance
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Item title/recommended action:

Motion to approve a second reading of Ordinance 303, "An ordinance granting Douglas Services, Inc., locally known as Douglas Fast Net (DFN), a non-exclusive franchise for the construction, operations, and maintenance of a fiber optics telecommunications system."

Justification or background:

In fall of 2019, Douglas Fast Net (DFN) approached the City about negotiating a franchise agreement for constructing and operating a fiber optics telecommunications system. In late winter/spring of 2020, the City and DFN drafted the language for the agreement, but it was never approved. In March 2021, DFN contacted the City and stated that they were ready to being constructing the fiber optics system within the City. The proposed franchise ordinance and agreement is placed on the agenda for first reading approval. Two readings are required to approve an ordinance. Afterwards, the ordinance is effective 30 days after approval.

Budget impact:

The Grantee would be required to pay the City an annual franchise fee of 5% of gross revenue.

Department or Council sponsor:

N/A

Attachments:

Ordinance #303

Meeting date:	05/18/2021
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**CITY OF LOWELL
ORDINANCE NO. 303**

AN ORDINANCE GRANTING DOUGLAS SERVICES, INC., LOCALLY KNOWN AS DOUGLAS FAST NET (DFN), A NON-EXCLUSIVE FRANCHISE FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A FIBER OPTICS TELECOMMUNICATIONS SYSTEM.

This Franchise ("Franchise") is between the CITY of LOWELL, OREGON, hereinafter referred to as the "Grantor" and DOUGLAS SERVICES, INC., locally known as DOUGLAS FAST NET, hereinafter referred to as the "Grantee."

WHEREAS, the Grantee has applied to the City for permission to use certain streets and public right-of-way for the placement of a Fiber Optics Telecommunication System under, in, along, over and across certain streets and public right-of-way in the City; and the City Council has the authority to grant franchises for the use of its right-of-way.

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a fiber optics telecommunication system on the terms set forth herein; now therefore

THE CITY OF LOWELL ORDAINS AS FOLLOWS:

SECTION 1
Definition of Terms

11 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them as set forth below. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Fiber Optics Telecommunication System" or "Fiber System" means an interstate network of fiber optic cables and all related property including conduit, carrier pipe, cable fibers, repeaters, power sources and other attachments and appurtenances necessary for transmitting high speed voice, data and (for such applications as teleconferencing) video signals in connection with a long distance Telecommunications system or systems. The authority granted by this Franchise to use the streets and public ways does not authorize the use of the Fiber Optics Telecommunication System or fiber optic cable for operating a cable television system, nor authorize Grantee to operate as a cable operator as those terms are defined in the Telecommunications Act of 1934 as amended, state law, or the City Code.

The authority granted by this Franchise does not authorize the use of the streets and public ways for an open video system as defined in the Telecommunications Act of 1996 or as defined or authorized by the FCC.

- B. "Council" shall mean the governing body of the Grantor.
- C. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- D. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Fiber Optics Telecommunication System along the public ways within the Service Area.
- E. "Gross Revenue" shall mean any and all revenue, of any kind, nature or form, without deduction for expense of whatsoever nature, of Grantee and any affiliates of the Grantee derived from the operation of the Fiber System. Grantee may deduct uncollectible amounts from customers within the corporate limits of City from these gross revenues, unless and until full or partial collection is made. Gross revenue does not include taxes, fees or assessments of general applicability required by law to be collected from subscribers for pass-through to a government agency, or revenue paid directly by the United States of America or any of its agencies, nor does it include credits, refunds and deposits paid to Subscribers. Franchise fees are not fees required by law to be collected from subscribers. Grantor acknowledges and agrees that Grantee maintains its books and records in accordance with generally accepted accounting principles. Any net uncollectables, bad debts, or other accrued amounts deducted from Gross Revenues shall be included in Gross Receipts at such time as they are actually collected.
- F. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- G. "Service Area" shall mean the geographic boundaries of the Fiber System and shall include any additions thereto by extension of service, annexation or by other legal means, subject to the exception in Section 6 hereto.
- H. "State" shall mean the State of Oregon.
- I. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area,

which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Fiber System.

- J. "Subscriber" shall mean any Person lawfully receiving Fiber Service from the Grantee.
- K. "Telecommunications service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities' uses.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee, its successors and assigns as authorized herein, a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the City's Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Fiber System .

2.2 Term and Termination. The Franchise and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14.10. Renewal discussion will be initiated in accordance with applicable law.

Upon termination or expiration of the Franchise, if not further renewed, Grantee shall, within one hundred and eighty days (180), remove all its facilities from the Grantor's Streets. During such period, Grantee shall remit to the Grantor any payments due under this Franchise, as if this Franchise were in full force and effect. Should the Grantee fail to remove its facilities within such one-hundred-eighty-day period, the Grantor may do so, and the Grantee shall immediately remit to the Grantor the costs of such removal.

2.3 Police Powers and Conflicts with Franchise. Nothing in this Franchise limits the Grantor's right to exercise its police powers by adopting ordinances necessary for the public's health, safety and general welfare. The Grantee agrees to comply with the terms of any such ordinance adopted subsequent to the adoption of this Ordinance. In the event of any conflict between this Franchise and any such ordinance adopted as an exercise of police powers, Grantee and Grantor agree to a timely negotiation in good faith of modifications to this Ordinance to accommodate these changes in law. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. In the event the parties are actively negotiating in good faith for a new Franchise or an amendment to this Franchise upon the termination date of this Franchise, the parties by written mutual agreement may extend the termination date of this Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Franchise and not as a new Franchise or amendment.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Fiber System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Fiber System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Fiber System.

4.2 Insurance. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits Commercial
General Liability	\$2,000,000 per occurrence, Combined Single Limit (C.S.L.) \$3,000,000 General Aggregate
Auto Liability including coverage on \$1,000,000 per occurrence C.S.L. all owned, non-owned hired autos Umbrella	

Liability

Umbrella Liability \$1,000,000 per occurrence C.S.L.

- A. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- B. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

4.3 Evidence Required. Within thirty (30) days of the effective date of this Franchise, the Grantee shall provide the City with a certificate of Insurance executed by an authorized representative of the insurer or insurers, evidencing that Grantee insurance complies with this section.

SECTION 5 **Service Obligations**

- 5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, age or sex.
- 5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in State or Federal law.

SECTION 6 **Service Availability**

- 6.1 Service Area.** The Grantee shall make Fiber Service distributed over the Fiber Optics Telecommunication System available to every residence within the corporate boundaries of the Grantor where there is a minimum density of at least thirty (30) residences per linear strand mile of cable as measured from Grantee's closest trunk line or distribution cable that is actively delivering Fiber Service as of the date of such request for service. If such residence is located within one hundred fifty (150) feet of Grantee's feeder service, the Fiber Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Fiber System into any portion of the corporate boundaries of the Grantor where another operator is providing Fiber Service and into any area which is not contiguous to the present Service Area of the Grantee. Grantee need not make an extension to any area which is financially or technically infeasible, if it provides documentation substantiating such infeasibility to Grantor. Fiber Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal

access to any such Subscriber's dwelling unit or other units wherein such Fiber Service is provided. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

6.2 Subscriber Charges for Extensions of the Fiber System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Fiber System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Fiber System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Fiber System from the tap to the residence.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Fiber Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the corporate boundaries of the Grantor. Any identified Subscriber addresses shall be included in Grantee's franchise fee calculations within ninety (90) days after receipt of the annexation notice, which shall include the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall include the identified Subscriber addresses in the franchise fee calculations within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.5. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received

notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

- 7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with the National Electric Safety Code.
- 7.2 Construction Standards and Requirements.** All of the Grantee's plant and equipment, including but not limited to the antenna site, headend and distribution system, towers, house connections, structures, poles, wire, fiber, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.
- 7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.
- 7.4 Network Technical Requirements.** The Fiber System shall be designed, constructed and operated so as to meet any technical standards adopted by the FCC relating to Fiber Systems as may be amended from time to time, regardless of the transmission technology utilized.
- 7.5 Performance Monitoring.** Grantee shall test the Fiber System consistent with the FCC regulations.
- 7.6 Right to Inspect Construction.** The Grantor or its representatives shall have the right to inspect all construction or installation work performed pursuant to this Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise and other pertinent provisions of law relating to the management of the Grantor's Streets.

SECTION 8

Conditions on Street Occupancy

- 8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.
- 8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone

or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of fiber underground or the movement of fiber, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Fiber System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to City Streets, or adjacent private property, as a result of its operation, construction, or maintenance of the Fiber System to a condition reasonably comparable to the condition of the Streets or adjacent private property immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.7 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor. Grantee shall be responsible for any costs associated with these obligations to the same extent that all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.11 No Limitation on Grantor Authority. Except as provided in this Section, nothing in this Franchise shall in any way be construed or interpreted to prevent, or in any way limit, the Grantor from modifying or performing any work in its Streets, or granting other franchises for use of its Streets, or of adopting general ordinances regulating use of or activities in its Streets, or of otherwise abrogating or limiting any rights, privileges or property interest the City now has in its Streets, whether now owned or hereinafter acquired.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Fiber Service insofar as their financial and other obligations to the Grantee are satisfied. However, notwithstanding anything to the contrary, Grantee may discontinue or refuse to provide Fiber Service to any person that is abusive and/or exhibits threatening behavior toward the Grantee's employees or representatives.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law, Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 14.10. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due. If any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Grantee, either by act of the Grantee or by operation of law, without the consent of the Grantor, expressed in writing, such consent not to be unreasonably withheld. If the Grantee wishes to transfer this Franchise, the Grantee shall give Grantor written notice of the proposed transfer and shall require consent of the transfer by the Grantor. The granting of such consent in one instance shall not render unnecessary any subsequent consent in another instance.

Any transfer of ownership effected without the written consent of the Grantor shall render this Franchise subject to revocation. The Grantor shall have 60 days to act upon any request for approval of a transfer. If the Grantor fails to render a final decision on the request within 60 days, the request shall be deemed granted unless the Grantee and the Grantor agree to an extension of time.

The Grantee, upon any transfer as heretofore described, shall within sixty (60) days thereafter file with the Grantor a certified statement evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions contained in this Franchise.

Every such transfer as heretofore described, whether voluntary or involuntary, shall be deemed void and of no effect unless Grantee shall, within sixty (60) days after the same shall have been made, file such certified copy as is required.

The requirements of this section shall not be deemed to prohibit the use of the Grantee's property as collateral for security in financing the construction or acquisition of all or part of a telecommunications system of the Grantee or any affiliate of the Grantee. However, the telecommunications system franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.

The requirements of this section shall not be deemed to prohibit the sale of tangible assets of the Grantee in the ordinary conduct of the Grantee's business without the consent of the Grantor. The requirements of this section shall not be deemed to prohibit, without the consent of the Grantor, a transfer to a transferee whose primary business is telecommunications system operation and having a majority of its beneficial ownership held by the Grantee, a parent of the Grantee, or an affiliate, a majority of whose beneficial ownership is held by a parent of the Grantee.

SECTION 12
Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Fiber Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Fiber System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine at Grantee's local office or another mutually agreeable location during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. The Grantor agrees to protect from disclosure to third parties, to the maximum extent allowed by Oregon law, any information obtained as a result of its rights pursuant to this Section, or any compilation or other derivative works created by using information obtained pursuant to the exercise of its rights hereunder. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

12.4 Right to Perform Franchisee Fee Audit or Review. In addition to all rights granted under Section 12 of this Ordinance, the Grantor shall have the right to have performed, upon advance written notice of not less than 30 days, a formal audit or a professional review of the Grantee's books and records by an independent private auditor, for the sole purpose of determining the Gross Receipts of the Grantee generated through the provision of fiber optics telecommunication service under this Franchise and the accuracy of amounts paid as Franchise fees to the Grantor by the Grantee; provided, however, that any audit or review must be commenced not later than three (3) years after the date on which the franchise fees for any period being audited or reviewed were due. Any such audit or review shall be conducted during normal business hours. The cost of any such audit or review shall be borne by the Grantor, except that if it is established that the Grantee has made underpayment of five (5) percent or more of the total Franchise fees due during the year or years subject to the audit required by this Franchise, then the Grantee shall, within 30 days of being requested to do so by the Grantor, reimburse the Grantor for the full cost of the audit or review. The Grantor agrees to protect from disclosure to third parties, to the maximum extent allowed by Oregon law, any information obtained as a result of its rights pursuant to this Section, or any compilation or other derivative works created by using information obtained pursuant to the exercise of its rights hereunder.

SECTION 13 **Enforcement or Revocation**

13.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first make reasonable attempts to informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with Section 14 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine

if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

13.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

13.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- B. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and an audio or video recording of the public hearing shall be made available to the Grantee within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo*. The Grantee may continue to operate the Fiber System until all legal appeals procedures have been exhausted.

- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Fiber System from the Streets of the Grantor or abandon the Fiber System in place.

SECTION 14 **Customer Rights and Protections**

14.1 Customer Rights and Protections. Upon installing initial service, reconnecting a customer, and upon request thereafter Grantee must advise the customer of:

- A. The equipment and services currently available and the rates and charges which apply; and
- B. The amount of any deposit required by Grantee, if applicable, and the manner in which the deposit will be refunded; and
- C. The availability of parental controls, which shall be made available in accordance with federal law to each subscriber upon request and which shall enable parents or subscribers to control access to both the audio and/or video portions of any and all channels; and
- D. All current charges, rates, and fees, including but not limited to installation and reconnection fees, that may be applied to current or potential subscribers in the franchise area; and
- E. Any information relating to a contact for the franchise authority unless the Grantor requests otherwise in writing.

14.2 The information and statements required in Section 14.1 shall be available in writing upon request.

SECTION 15 **Miscellaneous Provisions**

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather

conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Fiber System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Equal Protection. The Grantee acknowledges and agrees that the Grantor may be required by federal law, and reserves the right, to grant one or more additional franchises to provide Fiber Service within the Service Area. If any other provider of Fiber Services is lawfully and expressly authorized by the Grantor to use the Streets to provide such services, and if the material obligations applicable to Grantee are more burdensome or less favorable than those imposed on any such competing provider (such determination to be made after good faith negotiations between Grantee and Grantor), then upon thirty (30) days prior written notice to the Grantor, the Grantee shall have the right to elect, to the extent consistent with applicable state and federal laws and orders and rules adopted pursuant thereto:

- A. To modify this Franchise to incorporate less burdensome or more favorable terms or conditions imposed by Grantor on a comparable provider; or
- B. To deem this Franchise expired thirty-six (36) months from the date of the above written notice; or
- C. To terminate this Franchise and take in its place the same franchise agreement of a competing provider of Fiber Services or video services authorized by the Grantor. The Grantor and the Grantee agree that any undertakings that relate to the renewal of the Grantee's Franchise with the Grantor shall be subject to the provisions of Section 626 of the Fiber Act or any such successor statute. Nothing in this Franchise shall impair the right of the Grantor or Grantee to seek other remedies available under law.

15.5 Notices. Unless otherwise provided by federal, State or local law, all notices, reports

or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Lowell, Oregon
City Administrator
PO Box 490
Lowell, OR 97452
E-mail: jcobb@ci.lowell.or.us

Grantee: Manager
Douglas Services Inc.
2350NW Aviation Dr.
Roseburg, OR 97470
E-Mail:

15.6 Public Notice. Any public meeting held relating to this Franchise or additional, similar franchises shall comply with the public meetings requirements of Oregon law. Grantee will be considered an interested party for any additional requests for franchises for Fiber Services.

15.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.8 Entire Agreement. The terms of this Franchise have been mutually negotiated by the Grantor and Grantee. This Franchise constitutes an agreement by the Grantor to grant permission to the Grantee to use the Grantor's rights of way subject to the terms and conditions set forth herein. The Franchise terms and conditions set forth herein, including the Grantor's rights to protect the public's general welfare, subject to Section 2.3, constitute the entire agreement between Grantor and Grantee and supersedes all prior or contemporaneous agreements, representations or understandings (whether written

or oral) of the parties regarding the subject matter hereof.

15.9 Administration of Franchise. Subject to Section 2.3, this Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

15.10 Effective Date. This Ordinance shall be effective 30 days after passage by the City Council. The Franchise granted herein will take effect and be in full force from the date of acceptance by Grantee recorded on the signature page of this Franchise, provided that the Grantor must receive a fully executed copy of the acceptance within thirty days of the date of acceptance. The initial term of this franchise shall expire ten (10) years from the Effective Date defined herein, subject to Section 2.2 of this franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Adopted by the City Council of the City of Lowell, this ____ day of _____, 2021.

Yea: _____

Nay: _____

Approved: _____
Don Bennett, Mayor

First Reading:

Second Reading:

Adopted:

Signed:

Effective Date:

Attest:

Jeremy Caudle , City Administrator

Accepted this _____ day of _____, 2020, subject to applicable federal, State and local law.

Douglas Services Inc.

By:

Signature: _____

Agenda Item Sheet

City of Lowell City Council



Type of item:	Land Use Application
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Item title/recommended action:

Motion to approve a second reading of Ordinance 304, "An ordinance adopting the vacation of a slope easement located on map and tax lot 19-01-14-13-04900 of lot 51 on the second addition to Sunridge subdivision."

Justification or background:

The City Council is being asked to review Planning Commission's recommendation of approval for a request to vacate a slope easement that is recorded on the plat of the Second Addition Sunridge subdivision. The slope easement to be vacated is the northly 10-feet of the westerly 58-feet of Lot 51 of the Second Addition Sunridge subdivision. The staff report from the May 6 City Council Special Meeting presented the findings as originally approved by the Planning Commission.

Budget impact:

N/A

Department or Council sponsor:

Planning Commission

Attachments:

Ordinance 304.

Meeting date:	05/18/2021
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**CITY OF LOWELL
ORDINANCE NO. 304**

**AN ORDINANCE ADOPTING THE VACATION OF A SLOPE EASEMENT LOCATED ON MAP AND
TAX LOT 19-01-14-13-04900 OF LOT 51 ON THE SECOND ADDITION TO SUNDRIDGE
SUBDIVISION.**

WHEREAS, the City of Lowell City Council, through enactment of Ordinance 304, has adopted to the vacation of a slope easement located on Lot 51 of the Second Addition to Sundridge Subdivision. Such slope easement more specifically being described as the northly 10-feet of the westerly 59-feet of Lot 51 and as seen on the attached Exhibit A;

WHEREAS, the City of Lowell Planning Commission reviewed the proposal on April 7, 2021, at a Public Hearing, and recommended approval of the proposed slope vacation;

WHEREAS, evidence exists within the record (Exhibit B – Staff Report & Findings of Fact) indicating that the proposal meets the requirements of the City of Lowell Comprehensive Plan, Land Development Code and the requirements of applicable state and local law; and

WHEREAS, the City of Lowell City Council has conducted a public hearing on May 6, 2021 and is now ready to take action;

NOW THEREFORE THE CITY OF LOWELL ORDAINS AS FOLLOWS:

Section 1. The City of Lowell City Council adopts the approval of the slope easement, as set forth in Exhibit A.

Section 2. The City of Lowell City Council adopts the Findings of Fact, attached as Exhibit B, which include findings addressing the Lowell Comprehensive Plan and Land Development Code.

Section 3. Severability. If any phrase, clause, or part of this Ordinance is found to be invalid by a court of competent jurisdiction, the remaining phrases, clauses, and parts shall remain in full force and effect.

Passed by the City Council this _____ day of _____, 2021.

Signed by the Mayor this _____ day of _____, 2021.

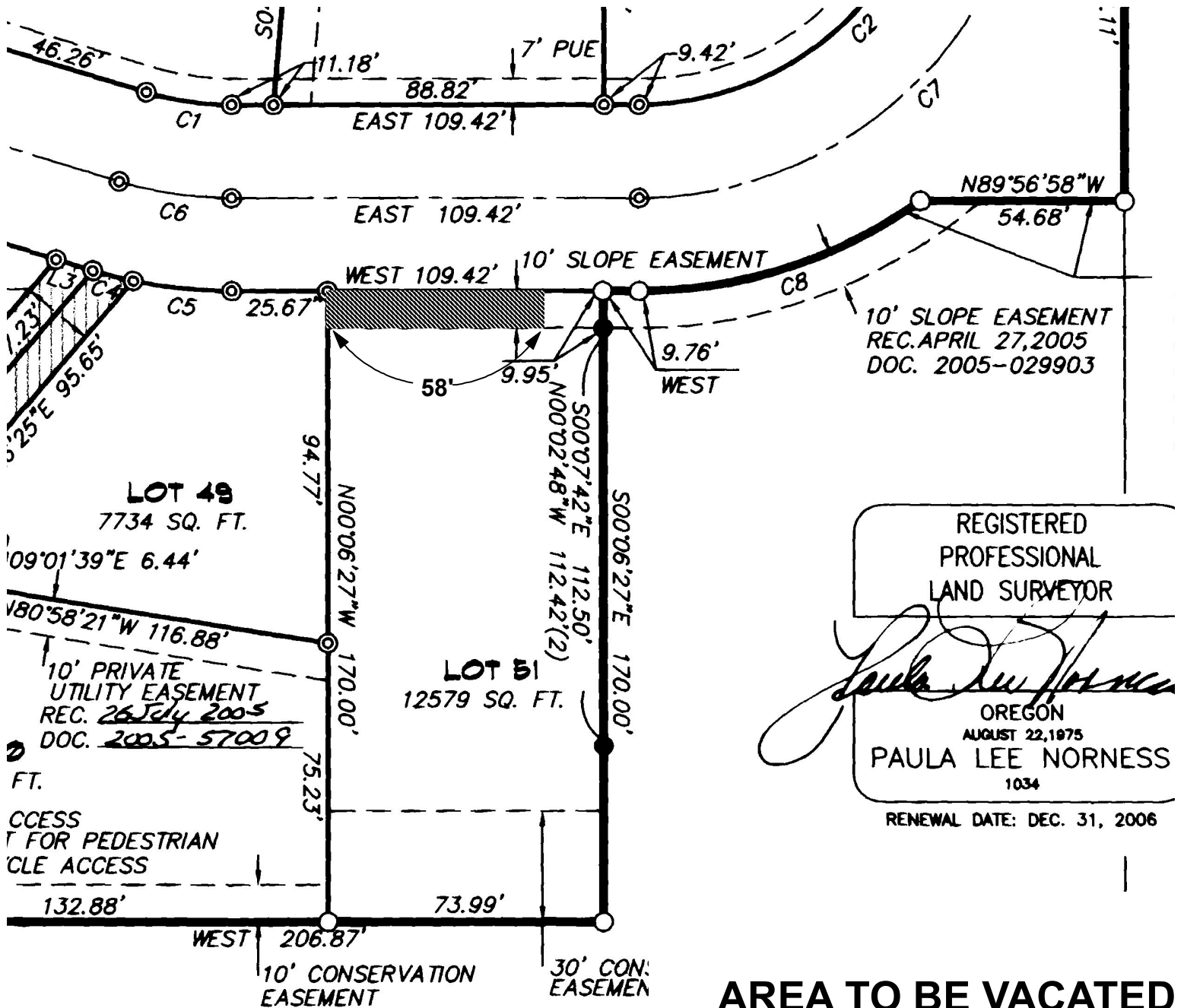
ATTEST:

***REVISED* SITE PLAN**

SLOPE EASEMENT VACATION

Lookout Point LLC
622 Sunridge Lane, Lowell OR
19-01-14-13-4900

SCALE: 1" = 40'
JANUARY 19, 2020



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Paula Lee Norness
OREGON
AUGUST 22, 1975
PAULA LEE NORNESS
1034

RENEWAL DATE: DEC. 31, 2006

AREA TO BE VACATED
CROSS-HATCHED AREA
58' x 10' PORTION OF LOT 51

Agenda Item Sheet
City of Lowell City Council



Type of item:	Land Use Application
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Item title/recommended action:

Hearing to consider an appeal of Planning Commission approval of Land Use Application #2021-03, which granted a variance to the front yard setback for lots 45, 47, 49, and 51 of the Sunridge Second Addition Subdivision.

Justification or background:

The Planning Commission held a hearing on a variance to the front yard setback for Lots 45, 47, 49 and 51 of the Sunridge Second Addition Subdivision. The Planning Commission approved the applicant's request for a reduction of 5-feet to the front yard setbacks. An adjoining property owner is appealing the Planning Commission's decision to City Council. The City Council may vote to affirm or overrule the Planning Commission's decision on the variance. For more information, see the attached staff report.

Budget impact:

N/A

Department or Council sponsor:

Planning Commission

Attachments:

Staff report dated May 10, 2021.

Meeting date:	05/18/2021
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**Staff Report for City Council Appeal
Variance
586, 598, 614, and 622 Sunridge Lane
LU 2021-03 (variance)
Staff Report Date: May 10, 2021**

1. **Appeal.** The Planning Commission held a hearing on the matter on April 7, 2021. After holding a public hearing, the Planning Commission made a motion to approve the requested variance based on the findings, conclusions and conditions, as contained in the staff report.

Following the public hearing and decision, staff were made aware of an individual interested in appealing the decision. Staff reached out to the individual and informed them of their options with respect to appeal. After speaking with the appellant, staff learned there may have been a noticing error contained in the notice. This is because, the appellant informed staff they had gone to the library at 7PM on April 7, to participate in the hearing. No one was at the library to let the individual into the library. The notice sent ahead of the April 7 hearing indicated the hearing would be remotely held via Zoom but that the City may also offer a physical location for the public hearing. After learning of this, staff found the best way to correct the noticing error is to allow the individual to appeal and receive standing since they never had the opportunity to establish standing to begin with. As such, this appeal ensues, largely to allow for the appellant to present oral testimony in the public hearing setting. The appeal was submitted on April 16, 2021.

In talking with the appellant, staff believe the issue, aside from not being able to participate in the hearing, may be the clear vision area standards. Staff note, the City of Lowell does have clear vision standards that apply to all districts. The applicant has submitted additional evidence showing the required clear vision areas at the entrance of the eventual home to be located on Tax Lot 4900. See **Attachment C**.

2. **Staff's Recommendation.** Staff's recommendation does not change from what was presented to and accepted by Planning Commission on April 7. Staff recommends, the City Council affirm the Planning Commission's decision.
3. **Proposal.** The request is for a variance to the front yard setback for Lots 45, 47, 49 and 51 of the Sunridge Second Addition Subdivision. The applicant is asking for a reduction of 5-feet to the front yard setbacks. Normally, the front yard setback is 10-feet, the applicant is requesting to bring it down to 5-feet. The properties are zoned R-1 and are presently vacant but will likely be developed with homes in the near future. The applicant is Lookout Point LLC and Ms. Nelson is acting as the representative for Lookout Point LLC.
4. **Approval Criteria.** LDC, Section 9.252, paragraph (a), establishes the decision process required for variances. An application for a variance requires a quasi-judicial public hearing before the Planning Commission. Following public hearing and after evaluating the application against the decision criteria contained in LDC Section 9.252(b), the Planning Commission must adopt findings which approve, deny or conditionally approve the

variance application and may attach any reasonable standards of development to attain compliance with the zoning district and the LDC.

5. Staff review of applicable criteria for a variance

LDC 9.525. (b) Decision Criteria. A variance may be granted in the event that all of the following circumstances exist:

(1) That there are circumstances or conditions affecting the property or use.

FINDING: The subject properties contain slopes of 20-25 percent, running straight downward from the street. The applicant states this is somewhat unusual for development in Lowell, and these are some of the steepest urbanized lots to be developed in the city. The roof heights are also subject to height limitations due to deed restrictions designed to protect the views of homes higher up on the hill.

Additionally, Sunridge Lane was not constructed in the usual fashion: it has 21-feet of pavement instead of the normal 28-feet. This is because of the steep slope development standards. The narrower 21-foot paved street is offset to the upside of the hill. Normally, a 28-foot-wide street, centered in the center with 50-feet of Right-of-Way (ROW) can accommodate the 10-foot setback, as this leaves 11-feet from the curb to the ROW and 21-feet from the curb to the house.

Because Sunridge Lane is only paved to a width of 21-feet and offset uphill, this leaves 19-feet from the curb to the downhill ROW and 24-feet from the curb to the house with the requested 5-foot setback. See Exhibit A of the applicant's application materials.

The subject properties have circumstances of conditions that affect their use in that Sunridge Lane is paved to a narrower width of 21-feet due to the hillside development standards and is not centered on the ROW, rather is offset on the uphill side of the ROW. Criterion met.

(2) That the variance is necessary for the proper design and/or function of the proposed development or land division.

FINDING: The 10-foot setback requirement would force dwellings to be sited farther down the slope. It is not desirable to do this because the house will be lowered and thus the driveway made steeper to access the dwelling or the dwelling will remain the same height and will protrude higher into the view shed of uphill dwellings and the retaining wall for the driveway will be higher and the downhill foundation walls for the dwelling and garage will be higher.

Additionally, the applicant cites current instances of homes that are located on the downside hill of Sunridge Lane, and three of the five current homes presently are located less than 10-feet from the front property line. This was done because of the same realities that exists on the subject properties, in which the variances are being requested for.

A front yard setback of 5-feet for the subject properties is required to avoid steep driveways and protecting the viewshed of uphill homes and the property function of the property and eventual dwellings, in relation to know development constraints. The requested variance is not

unusual, as existing homes are built to a front yard setback of 5-feet for the same reasons as cited by the applicant. Criterion met.

(3) That the granting of the variance will not be detrimental to the public welfare or injurious to other property in the area in which the property is situated.

FINDING: The subject properties are located in the Sunridge development. The proposed variances are not expected to have detrimental effects on these surrounding properties. The requested 5-foot front yard setback is presently seen on several homes on the same road as the subject properties.

(4) That the granting of the variance will not conflict with the purpose and intent of the district or zone, this Code, or other related ordinances of the City.

FINDING: The purpose of the Lowell Development Code (LDC), as stated in Section 9.102 is to “*establish standards and procedures for the orderly development of land within the City of Lowell in conformance with the Lowell Comprehensive Plan, to protect property rights, provide due process of law and promote the public health, safety and welfare of the citizens of Lowell.*”

By allowing a dwelling to be sited in harmony with the topography and in service to the aesthetic needs surrounding property owners, the proposed variances support the purpose of the LDC.

The proposed variance is not expected to cause detriment to the public welfare or injurious to other property owners. The requested 5-foot front yard setback is presently seen on several homes on the same road as the subject properties. Criterion met.

6. Recommendation

Staff recommends the **CITY COUNCIL AFFRIM the Planning Commission’s decision** for a, a variance to the 10-foot front yard setback to allow for a minimum 5-foot front yard setback for the properties located at: 586 Sunridge Lane (Tax Lot 4600; Sunridge Lot 45), 598 Sunridge Lane (Tax Lot 4700; Sunridge Lot 47), 614 Sunridge Lane (Tax Lot 4800; Sunridge Lot 49) and 622 Sunridge Lane (Tax Lot 4900; Sunridge Lot 51) as seen in the applicant’s application.

7. Attachments

Attachment A: Applicant’s application

Attachment B: Notice

Attachment C: Applicant’s supplemental material for appeal

Attachment D: Final order and decision of the City Council

ATTACHMENT A

Land Use Permit Application

☐ Site Plan Review ☐ Lot Line Adjustment ☐ Partition ☐ Subdivision
☐ Conditional Use ☒ Variance ☐ Map Amendment ☐ Text Amendment
☐ Annexation ☐ Vacation ☐ Other, specify _____

Please complete the following application. If any pertinent required information or material is missing or incomplete, the application will not be considered complete for further processing. If you have any questions about filling out this application, please contact staff at Lowell City Hall, phone (541) 937-2157, 107 East Third, Lowell.

List all Assessor's Map and Tax Lot numbers of the property included in the request.

Map# 19-01-14-13 Lot # 4600, 4700, 4800 & 4900

Map# _____ Lot # _____

Map# _____ Lot # _____

Street Address (if applicable): 586, 598, 614 & 622 Sunridge Lane

Area of Request (square feet/acres): 0.85 acres

Existing Zoning: R-1

Existing Use of the Property: vacant future home sites

Proposed Use of the Property no change

Pre-application Conference Held: No ☒ Yes _____ If so, Date _____

Submittal Requirements:

- ☒ 1. Copy of deed showing ownership or purchase contract with property legal description.
- ☒ 2. Site Plan/Tentative Plan with, as a minimum, all required information. Submit one copy of all plans 11x17 or smaller; 12 copies of all plans larger than 11x17. (See attached checklist for required information)
- ☒ 3. Applicant's Statement: Explain the request in as much detail as possible. Provide all information that will help the decision makers evaluate the application, including addressing each of the decision criteria for the requested land use action.
- ☒ 4. Other submittals required by the City or provided by the applicant. Please List.
- a. Ex. A - Contour Map b. Ex. B - Sunridge Lane Const. Plans
- c. _____ d. _____
- e. _____ f. _____
- ____ 5. Filing Fee: Amount Due: _____.

By signing, the undersigned certifies that he/she has read and understood the submittal requirements outlined, and that he/she understands that incomplete applications may cause delay in processing the application. I (We), the undersigned, acknowledge that the information supplied in this application is complete and accurate to the best of my (our) knowledge. I (We) also acknowledge that if the total cost to the City to process this application exceeds 125% of the application fee, we will be required to reimburse the City for those additional costs in accordance with Ordinance 228.

PROPERTY OWNER

Name (print): Lookout Point LLC Phone: 541-520-3763

Address: 40160 E 1st Street

City/State/Zip: Lowell, OR 97452

Signature:  by Mia Nelson, Manager

APPLICANT, If Different

Name (print): _____ Phone: _____

Company/Organization: _____

Address: _____

City/State/Zip: _____

Signature: _____

E-mail (if applicable): _____

APPLICANTS REPRESENTATIVE, if applicable

Name (print): Mia Nelson Phone: 541-520-3763

Company/Organization: Lookout Point LLC

Address: 40160 E 1st Street

City/State/Zip: Lowell, OR 97452

E-mail (if applicable): mia@sunridge.net

For City Use. Application Number _____

Date Submitted: _____ Received by: _____ Fee Receipt # _____

Date Application Complete: _____ Reviewed by: _____

Date of Hearing: _____ Date of Decision _____ Date of Notice of Decision _____

APPLICATION SITE PLAN REQUIREMENTS CHECKLIST
Lowell Land Development Code, Section 2.140

Applications for land divisions or land use requests that require a site plan shall submit the site plan on 8 1/2 x 11 inch or 11 x 17 inch black/white reproducible sheets for copying and distribution. Larger drawings may be required for presentation and City review. Drawings shall be drawn to scale. The scale to be used shall be in any multiple of 1 inch equals 10 feet (1" = 20', 1" = 30', 1" = 100', etc.) and may be increased or decreased as necessary to fit the sheet size. The Application and site plan shall show clearly and with full dimensioning the following information, as applicable, for all existing and proposed development. It is understood that some of the requested information may not apply to every application.

- X The names of the owner(s) and applicant, if different.
- X The property address or geographic location and the Assessor Map number and Tax Lot number.
- X The date, scale and northpoint.
- X A vicinity map showing properties within the notification area and roads. An Assessor Map, with all adjacent properties, is adequate.
- X Lot dimensions.
- n/a The location, size, height and uses for all existing and proposed buildings.
- n/a Yards, open space and landscaping.
- n/a Walls and fences: location, height and materials.
- n/a Off-street parking: location, number of spaces, dimensions of parking area and internal circulation patterns.
- n/a Access: pedestrian, vehicular, service, points of ingress and egress.
- n/a Signs: location, size, height and means of illumination.
- n/a Loading: location, dimension, number of spaces, internal circulation.
- n/a Lighting: location and general nature, hooding devices.
- n/a Street dedication and improvements.
- n/a Special site features including existing and proposed grades and trees, and plantings to be preserved and removed.

- n/a Water systems, drainage systems, sewage disposal systems and utilities.
- n/a Drainage ways, water courses, flood plain and wetlands.
- n/a The number of people that will occupy the site including family members, employees or customers.
- n/a The number of generated trips per day from each mode of travel by type: employees, customers, shipping, receiving, etc.
- n/a Time of operation, where appropriate. Including hours of operation, days of the week and number of work shifts.
- n/a Specifications of the type and extent of emissions, potential hazards or nuisance characteristics generated by the proposed use. The applicant shall accurately specify the extent of emissions and nuisance characteristics relative to the proposed use. Misrepresentation or omission of required data shall be grounds for denial or termination of a Certificate of Occupancy.
- Uses which possess nuisance characteristics or those potentially detrimental to the public health, safety and general welfare of the community including, but not limited to; noise, water quality, vibration, smoke, odor, fumes, dust, heat, glare or electromagnetic interference, may require additional safeguards or conditions of use as required by the Planning Commission or City Council.
- All uses shall meet all applicable standards and regulations of the Oregon State Board of Health, the Oregon Department of Environmental Quality, and any other public agency having appropriate regulatory jurisdiction. City approval of a land use application shall be conditional upon evidence being submitted to the City indicating that the proposed activity has been approved by all appropriate regulatory agencies.
- x Such other data as may be necessary to permit the deciding authority to make the required findings.

NOTE: Additional information may be required after further review in order to adequately address the required criteria of approval.

After recording return to,
& send tax statements to:
Lookout Point LLC
40160 East First Street
Lowell, OR 97452

Lane County Clerk
Lane County Deeds and Records

2014-047900



\$52.00

01470243201400479000020028

12/04/2014 02:18:56 PM

RPR-DEED Cnt=1 Stn=15 CASHIER 01
\$10.00 \$11.00 \$21.00 \$10.00

WARRANTY DEED

SHADE TREE, INC., an Oregon corporation, as Grantor, conveys and warrants to LOOKOUT POINT LLC, an Oregon limited liability company, Grantee, the real property described on the attached Exhibit A, and situated in the County of Lane, State of Oregon, free of encumbrances except, covenants, conditions, restrictions and easements of record.

The true and actual consideration for this conveyance is \$734,036.

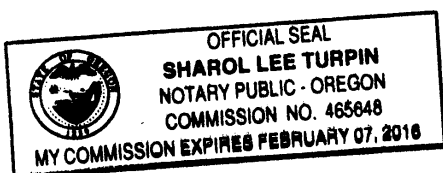
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

DATED this 2nd day of December, 2014.

STATE OF OREGON, County of Lane, ss.

Shade Tree, Inc. by Mia Nelson, President

On December 2, 2014, personally appeared the above named Mia Nelson, and did say that she is the President of Grantor Shade Tree, Inc. and that this instrument was signed on behalf of the corporation and by the authority of its board of directors, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:



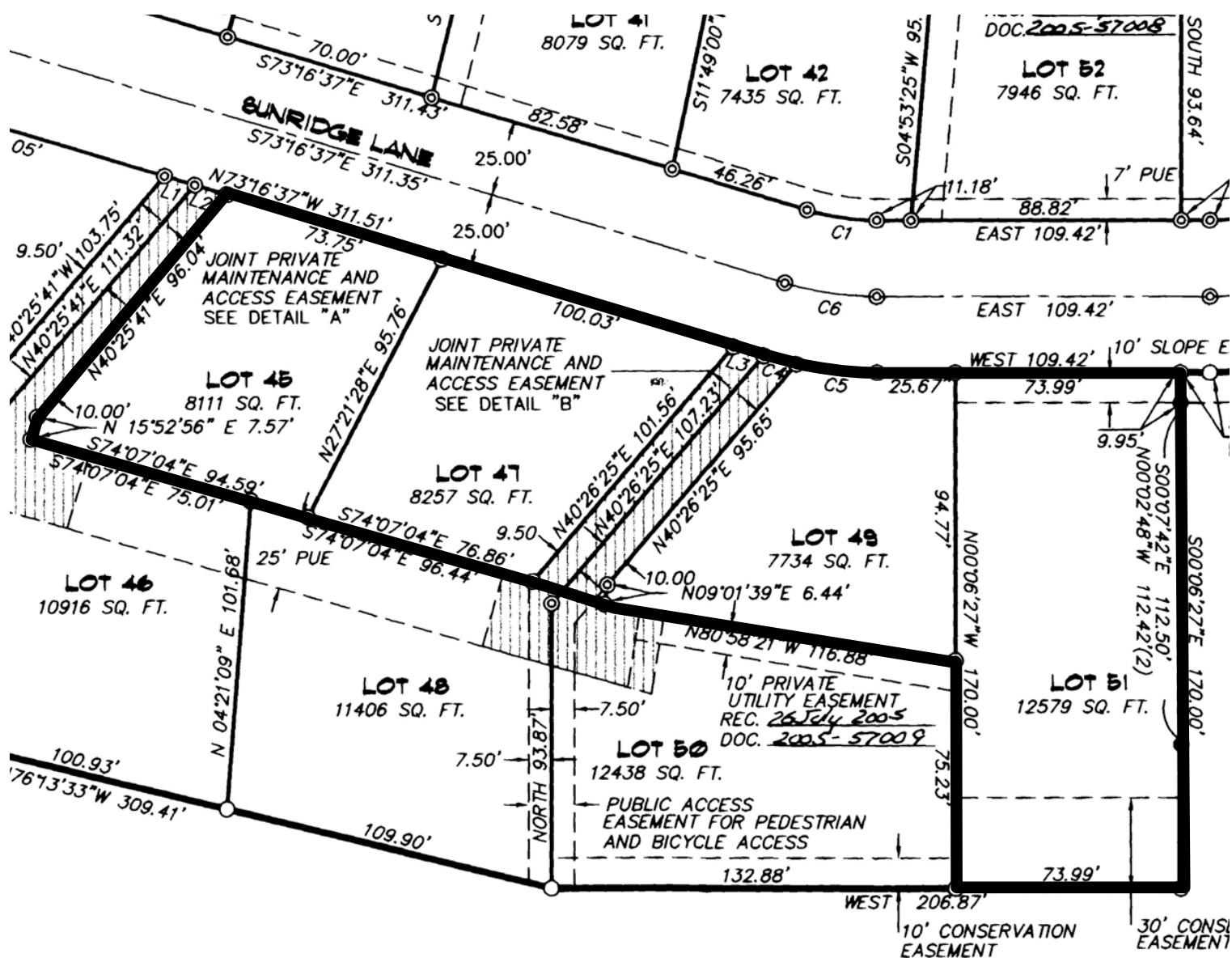
Notary Public for Oregon
My Commission Expires: February 7, 2016

EXHIBIT A

Lots 41 through 57, inclusive, Sunridge Second Addition, recorded in Lane County, Oregon official records as reception number 2005-057003.

A parcel of land in Lane County, Oregon described as follows: Beginning at the northwest corner of Lot 17, Sunridge First Addition, recorded in Lane County, Oregon official records as reception number 2005-008200; thence South $17^{\circ}48'00''$ West 253.00 feet along the west line of said Sunridge First Addition to the southwest corner of Lot 19 thereof; thence, North $73^{\circ}16'37''$ West 21.66 feet along the northern right-of-way line of Wetleau Drive to a point marked by a reinforcing rod; thence, South $16^{\circ}43'23''$ West 154.73 feet to a reinforcing rod on the northerly line of the former Southern Pacific Railroad Company right of way as surveyed and monumented in that survey filed at the office of the Lane County Surveyor under No. 31330; thence 364.06 feet, more or less, along said northerly line as it follows the arc of a curve to the right having a radius of 5579.56 feet, to the southeast corner of Hern Subdivision, recorded in Lane County, Oregon official records as reception number 2003-082234; thence northerly along the east line of said Hern Subdivision 392.72 feet, more or less, to the northeast corner thereof; thence along the southerly line of those certain parcels surveyed in that survey filed at the Office of the Lane County Surveyor under No. 25662 South $73^{\circ}16'39''$ East 341.74 feet, more or less, to a 1/2 inch iron pipe; thence northerly 20.00 feet, more or less, to a reinforcing rod; thence South $73^{\circ}16'39''$ East 167.39 feet, more or less, to the point of beginning, and excepting therefrom the area lying within the right-of-way of Wetleau Drive.

Lookout Point LLC
586, 598, 614 & 622 Sunridge Lane, Lowell OR
19-01-14-13-4600, -4700, -4800, & -4900
Lots 45, 47, 49 and 51



SETBACK VARIANCE

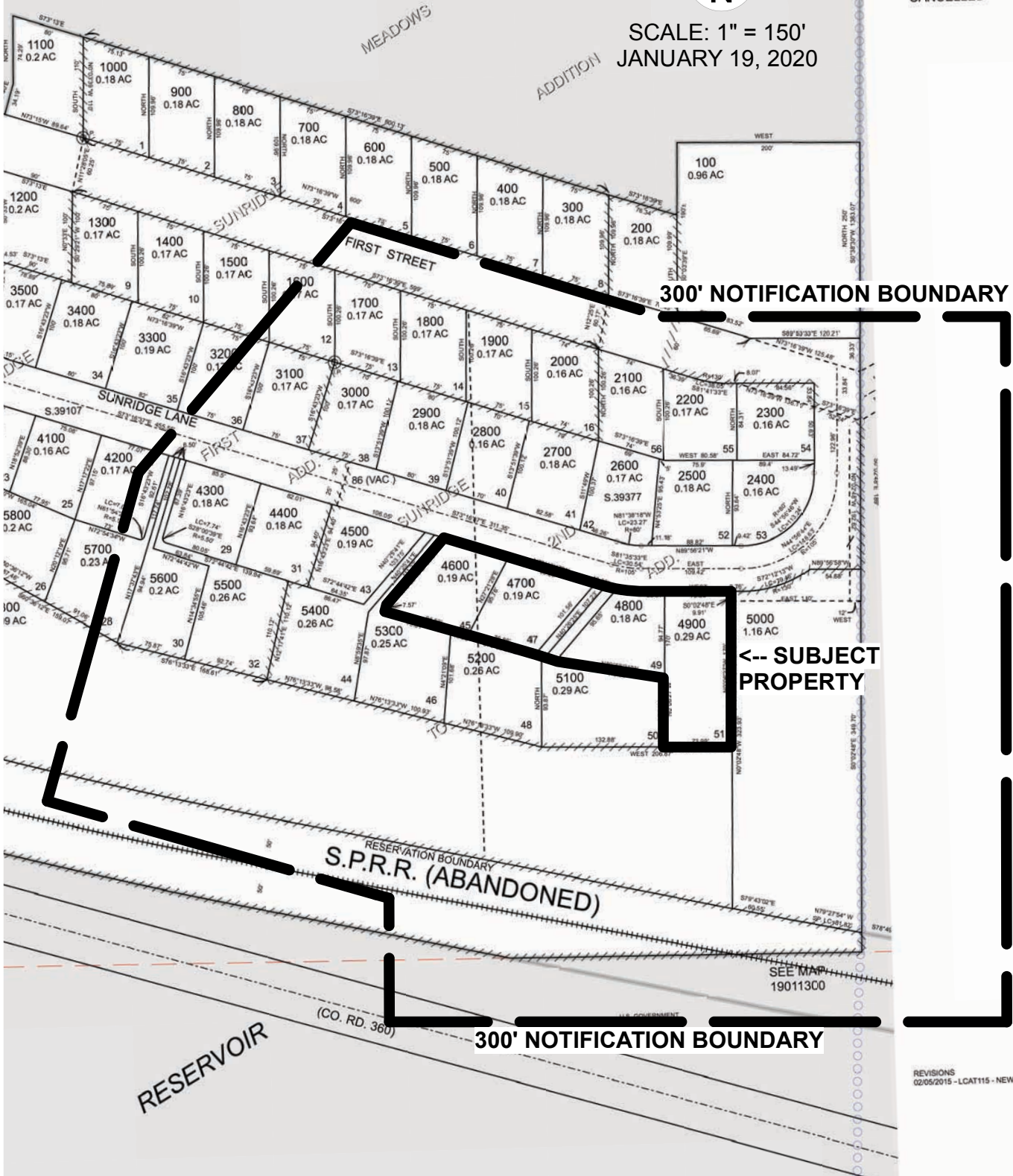
Lookout Point LLC

SEE MAP
19011100



CANCELLED

SCALE: 1" = 150'
JANUARY 19, 2020



REVISIONS
02/05/2015 - LCAT115 - NEW MAP, REMAP FROM 19-01-14-0

LOWELL
19011413

APPLICANT'S STATEMENT

Owner: Lookout Point LLC

Property: 586 Sunridge Lane (Lot 45 Sunridge, taxlot 4600)
598 Sunridge Lane (Lot 47 Sunridge, taxlot 4700)
614 Sunridge Lane (Lot 49 Sunridge, taxlot 4800)
622 Sunridge Lane (Lot 51 Sunridge, taxlot 4900)

Request: Variance to front setback

This is a request to vary Lowell Code Section 9.411(d)(6)(A)(1) to allow a 5-foot front setback in lieu of the required 10 feet.

Approval criteria are found in Section 9.252(b):

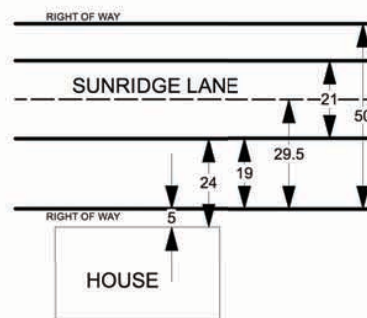
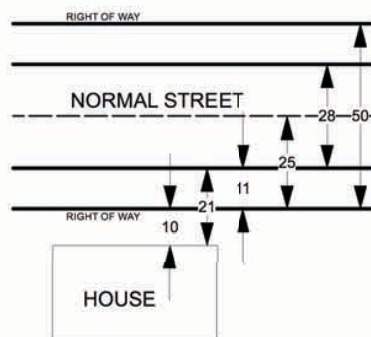
Section 9.252(b)(1): "That there are circumstances or conditions affecting the property or use."

The subject property has a 20-25% slope, running straight downward from the street (see Exhibit A). This is unusual for Lowell; in fact, these are some of the steepest urban-sized lots ever developed here. The roof height also is subject to height limitations due to deed restrictions designed to protect the views of homes higher up the hill.

In addition, Sunridge Lane was not constructed in the typical fashion. Because of the steep slope, the pavement is only 21' wide instead of the normal 28' wide. The narrower street was also offset to the uphill side of the right of way. This can be seen on the approved construction plans (see Exhibit B).

As shown by the below drawing, the normal street is 28' wide and centered in the 50' right of way. This leaves 11' from the curb to the right of way, and 21' from the curb to the house with the normal 10' setback.

However, Sunridge Lane is only 21' wide and is pushed to the north (uphill) side of the 50' right of way. This leaves 19' from the curb to the downhill right of way and 24' from the curb to the house **with the requested 5' setback**. This is still 3' **more** distance from the curb to the house than would normally be required.



Section 9.252(b)(2): “That the Variance is necessary for the proper design and/or function of the proposed development or land division.”

If these lots were forced to comply with the 10-foot setback standard, the homes would have to be slid 5 feet farther down the hill. However, it is not desirable to do this, because either 1) the house will be lowered and the driveway will be steeper; or 2) the house will remain the same height, will protrude higher into the view shed of uphill homes, the retaining wall for the driveway will be higher, and the downhill foundation walls for the house and garage will be higher.

In fact, three of the five homes on the downhill side of this same street (520, 540 and 552 Sunridge Lane) are located less than 10’ from the front property line and don’t meet Lowell’s front setback requirement. This was done due to the same realities that exist on the subject property.

Section 9.252(b)(2): “That the granting of the Variance will not be detrimental to the public welfare or injurious to other property in the area in which the property is situated.”

The subject property is part of the Sunridge development. The proposed variance will have no detrimental effect on these surrounding properties. In fact, the uphill properties will benefit since the proposed siting will help preserve the lake views. The downhill properties will enjoy greater separation between their homes and the uphill homes, and there will be lower fill banks and retaining walls for them to look at.

Section 9.252(b)(4): “That the granting of the Variance will not conflict with the purpose and intent of the district or zone, this Code, or other related ordinances of the City.”

The purpose of the Code is found in Section 9.102: “to establish standards and procedures for the orderly development of land within the City of Lowell in conformance with the Lowell Comprehensive Plan, to protect property rights, provide due process of law and promote the public health, safety and welfare of the citizens of Lowell.”

By allowing the home to be sited in harmony with the topography and in service to the aesthetic needs surrounding property owners, the proposed variance supports the purpose of the code.

EXHIBIT A

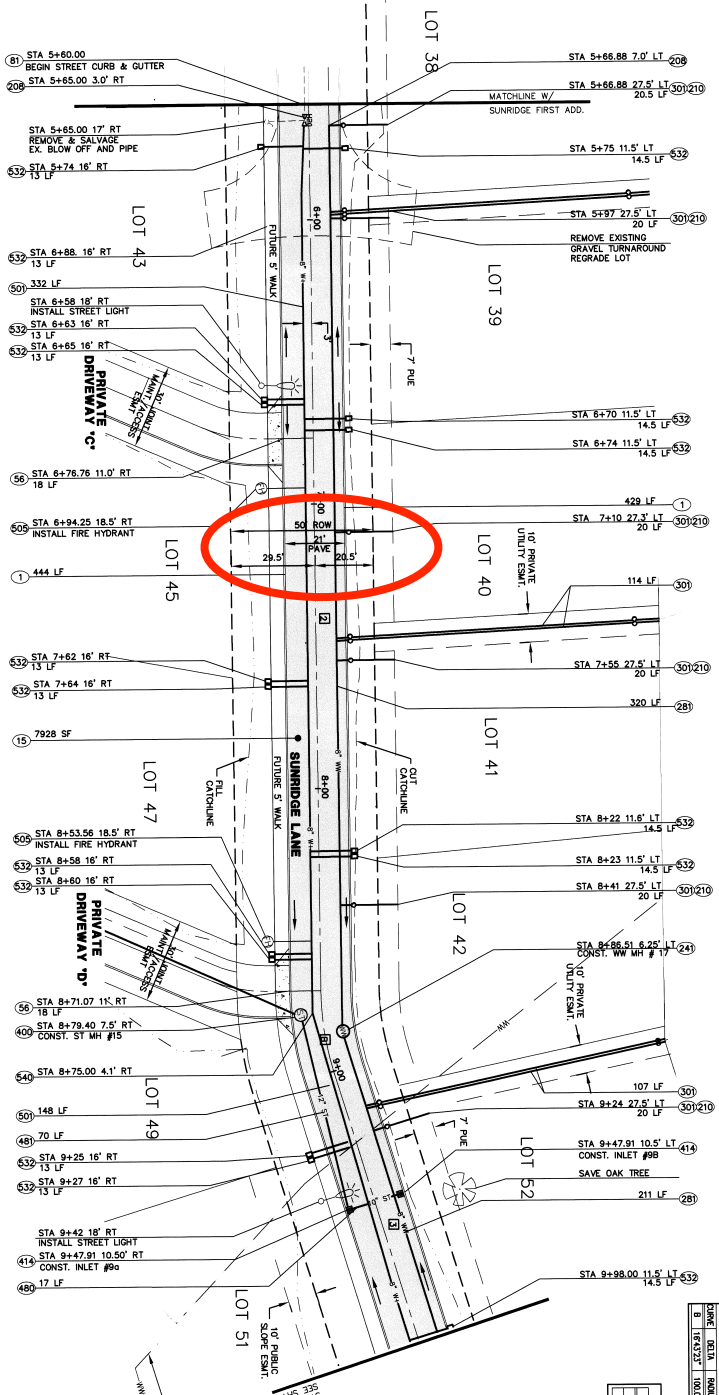
CONTOUR MAP

FRONT SETBACK VARIANCE

Lookout Point LLC

SCALE: 1" = 50'
JANUARY 19, 2020

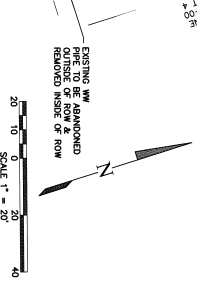




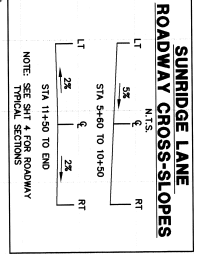
CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	LONG CHORD	PC	PT
8	16°43'23"	100.00'	29.19'	S81°28'18"E 29.08'	8+71.07	9+00.26

CONSTRUCTION NOTES

- | | |
|----|--|
| 15 | CONST 3" AC ON FLOOR |
| 16 | CONST STD CURB OUT FOR DRAINWAY |
| 17 | SMCTC EXISTING PAVEMENT |
| 18 | CONTRACT TO EXISTING PIPE |
| 19 | PLUG END OF PIPE W/ WASTEWATER PER DETAIL SHIT 7 |
| 20 | CONST STD 12" WASTEWATER MANHOLE |
| 21 | CONST STD 8" PVC WASTEWATER PIPE |
| 22 | CONST STD 4" WASTEWATER SERVICE CONNECTION |
| 23 | CONST STD WASTEWATER MANHOLE |
| 24 | CONST TYPE G-1 INLET PER DTL SHIT 7 |
| 25 | CONST 10" STORMWATER PIPE - HOPE |
| 26 | CONST 10" STORMWATER MANHOLE - HOPE |
| 27 | CONST 3/4" RESIDUAL SERVICE LINE PER DETAIL SHIT 6 |
| 28 | CONST 1" 11/4" EL. W/STORMWATER JOINTS SEE SHIT X |



SUNRIDGE LANE
ROADWAY CROSS-SLOPES



Approved by: _____
Agency City of Seattle
Signature [Signature]

Date	07-10-2007	No	Description of Revisions	Date	Name
Job Number	5099-04-0080				
Design by	D. OLMSTEAD				
Drawn by	E. LUCKHARDT				
Checked by	D. OLMSTEAD				

**SUNRIDGE SUBDIVISION
SECOND ADDITION
PUBLIC IMPROVEMENT PLANS
SUNRIDGE LANE STA 6+00-10+00
LOWELL, OREGON**



EGR & Associates, Inc.
Engineers and Geologists

2535B Prairie Road (541) 688-8322
Eugene, Oregon 97402 Fax (541) 688-8087

APR 28 2021

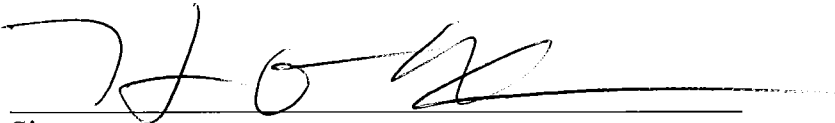
AFFIDAVIT OF MAILING

LANE COUNCIL OF GOVERNMENTS

859 Willamette Street, Suite 500

Eugen, OR 97401

I, Henry Hearley, contracted planner, depose and state that I mailed, by regular first-class mail, on **APRIL 28, 2021**, a notice of a public hearing **for an appeal** of **LU 2020 03 VARIACNE** for the properties located at 586, 598, 614, and 622 Sunridge Lane on tax lots 4600, 4700, 4800, and 4900. Notice was mailed to the addresses contained herein.



Signature

Henry Hearley

Print Name

CTIY of LOWELL
NOTICE OF APPEAL OF A
DECISION BY PLANNING
COMMISSION

Mailing Date APRIL 28, 2021
APPEAL HEARING DATE: MAY 18, 2021

APR 28 2021

Notice is hereby given for a Public Hearing by the City Council of Lowell. **An appeal of Land Use File No. LU 2021 03 was submitted on April 16, 2021.** The appeal was submitted within the permissible appeal period.

A decision made by Planning Commission is heard on appeal by City Council. **LU 2021 03** is an application for a variance to the front yard setbacks for a single-family zoned residential lot on the properties located at 586, 598, 614 and 622 Sunridge Lane in Lowell, Oregon 97452.

The appeal hearing for the **Variance** will be held on **May 18, 2021 at 7:00PM in front of the City Council.**

The hearing will be held entirely by remotely due to COVID-19. The hearing will only occur via videoconference on Zoom. The City will not provide a physical space for individuals to present testimony. All that is required to attend the hearing and present oral testimony is a telephone.

To request the remote meeting link to attend the hearing, you must notify the City, or the point of contact listed in this notice by **May 18, 2021** at 4PM.

Written testimony is welcome to be submitted and must be submitted to the City before **4PM on May 10, 2021** to be received and included in the staff report.

Variance:

Owner/Applicant:	Lookout Point LLC
Property Location:	586, 598, 614, and 622 Sunridge Lane
Assessor Map:	19-01-14-13
Tax Lot:	4600, 4700, 4800, and 4900
Existing Area:	0.85 acres
Zoning:	R-1 Single-Family Residential

A copy of the Application, all documents and evidence relied upon by the Applicant and the Staff Report containing the applicable criteria will be available for inspection at the Lowell City Hall at least seven days prior to the public hearing meeting.

Failure of an issue to be raised in the Hearing or by letter, or failure to provide sufficient detail to afford the decision makers an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals (LUBA) on that issue.

An appeal requires a public hearing in front of City Council. Oral testimony may be presented at the Hearing or written testimony may be delivered or mailed to the Lowell City Hall located at 107 East Third Street, Lowell, Oregon 97452 or emailed to Henry Hearley, City Planner, at hhearley@lcog.org or jcaudle@ci.lowell.or.us

For additional information please write to City Hall at the above address or call City Hall at (541) 937-2157 or fax to 541-937-2066.

Henry Hearley
541-682-3089
City Planner
Lane Council of Governments
hhearley@lcog.org

APR 28 2021

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

APR 28 2021



APR 28 2021

LANE CO OWNED LANDS DEPT
125 E 8TH AVE
EUGENE OR 97401

LOOKOUT POINT LLC
40160 E FIRST ST
LOWELL OR 97452

CITY OF LOWELL
PO BOX 490
LOWELL OR 97452

REGNANI LAUREN RAE
2458 REPUBLIC WAY
MEDFORD OR 97504

MYERS JOHN A & KIMBERLY G
554 E 1ST ST
LOWELL OR 97452

BEIDERWELL ANNETTE & RANDALL
560 E 1ST ST
LOWELL OR 97452

BURR ROBERT B & GERALDINE M
566 E 1ST ST
LOWELL OR 97452

REDNER JULIE E
572 E 1ST
LOWELL OR 97452

IRENE SUTTON LIVING TRUST
2884 RIVER RD
VIRGINIA BEACH VA 23454

KINDORF DEAN T & MARLENE M
584 E 1ST ST
LOWELL OR 97452

TRIMPER PATRICIA ANNE
551 E 1ST ST
LOWELL OR 97452

ALEXANDER LYNETTE R & RYAN E
PO BOX 133
LOWELL OR 97452

SAKAMOTO DARIN & RUBY
541 SUNRIDGE LN
LOWELL OR 97452

PAULSON STEPHEN M & GILLIAN B
520 SUNRIDGE LN
LOWELL OR 97452

BENNETT JOINT TRUST
540 SUNRIDGE LN
LOWELL OR 97452

CHRISTOPHERSON DANIEL J
552 SUNRIDGE LN
LOWELL OR 97452

MOXLEY REVOCABLE LIVING TRUST
568 SUNRIDGE LN
LOWELL OR 97452

FISCHER DANIEL
2918 SAN PEDRO AVE NW
ALBANY OR 97321

WENDT MATTHEW R & CHANTELE
630 SUNRIDGE LN
LOWELL OR 97452

CLUNE CHRIS
4340 S SHASTA LOOP
EUGENE OR 97401

DUGAN HEATHER M
25625 AMERICAN WAY
VENETA OR 97487

MOXLEY REVOCABLE LIVING TRUST
568 SUNRIDGE LN
LOWELL OR 97452

HOVIS RICHARD & MARY ANN
534 SUNRIDGE LN
LOWELL OR 97452

AUGUSTYNIAK THOMAS & KERRY
MARGARET
530 SUNRIDGE LN
LOWELL OR 97452

PAULSON GILLIAN & STEPHEN M
PO BOX 5903
EUGENE OR 97401

HEARLEY Henry O

From: Mia Nelson <mia@sunridge.net>
Sent: April 13, 2021 11:54 AM
To: HEARLEY Henry O
Cc: Dan Fischer; CAUDLE Jeremy; DARNIELLE Gary L; Lon Dragt
Subject: Re: Retraction of Notice of Decision - Appeal Issue of Sorts for Variance

CAUTION: This email originated from outside the organization. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Sounds good Henry.

In the meantime we will reach out to the neighbor and see if we can address any concerns he has. I'm pretty sure that if he had been able to attend the hearing, he would have seen there's no concern about the house being a traffic hazard. I'm guessing he's under the impression the house will be 5 feet from the street or something like that.

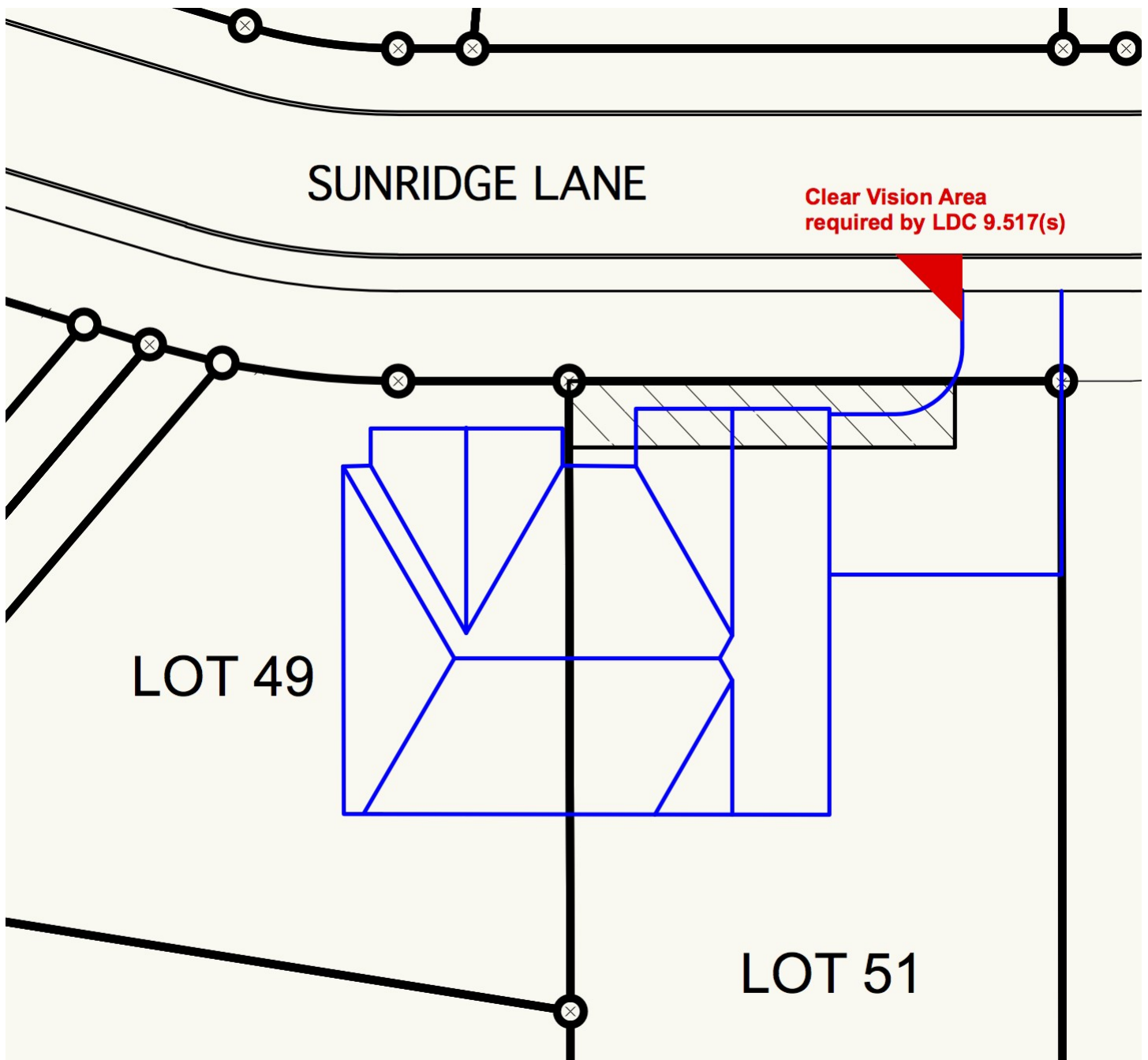
I looked at Lowell's code and found LDC 9.517:

18. (s) *Clear Vision Areas: In all districts a clear vision area shall be maintained at the corners of all property located at the intersection of two streets or a street-alley. A clear vision area shall also be maintained at all driveways intersecting a street. See Figure 9.5-2*
1. (1) *All properties shall maintain a clear triangular area at street intersections, alley- street intersections and driveway-street intersections for safety vision purposes. The two sides of the triangular area shall be 15 feet in length along the edge of roadway at all street intersections and 10 feet in length at all alley-street intersections and driveway-street intersections. Where streets intersect at less than 30 degrees, the triangular sides shall be increased to 25 feet in length. The third side of the triangle shall be a line connecting the two exterior sides.*
 2. (2) *A clear vision area shall contain no plantings, fences, walls, structures, or temporary or permanent obstruction exceeding 3 feet in height, measured from the top of the curb, or, where no curb exists, from the established street center line grade. Trees exceeding this height may be located in this area, provided all branches or foliage are removed to a height of 8 feet above grade.*

As I read this, it's a triangle with 10-foot legs starting at the curbline. Looks like the attached drawing, little red triangle. Clearly a non-issue.

I could not find the referenced "Figure 9.5-2" in my records or on the city website. Do you have it Henry? I think it might be helpful in analyzing this concern.

Mia



On Apr 13, 2021, at 11:32 AM, HEARLEY Henry O <HHEARLEY@Lcog.org> wrote:

Mia,

As I said on the phone, sending the matter to Council was one of the options we discussed initially. After further discussion, we will take the appeal to Council to hold a hearing. We're working on identifying a date now. We expect to know on Thursday. I'll keep you updated. At any rate, we will re-send notice to all properties.

The aggrieved party has been told to submit an intent to appeal statement. We should be receiving that shortly.

Henry

ATTACHMENT D

**FINAL ORDER AND DECISION
OF THE LOWELL CITY COUNCIL**

LU 2021 03 Variance to Front Yard Setbacks for 586, 598, 614, and 622 Sunridge Lane

A. The Lowell City Council hereby affirms the Planning Commission's decision to approve LU 2021 03.

1. An appeal was submitted to the City on April 16, 2021. The appeal was submitted for LU 2021 03.
2. On May 18, 2021, City Council held a public hearing and heard the appeal on LU 2021 03.
3. On May 18, 2021, City Council moved to affirm the Planning Commission's approval of LU 2021 03.
4. The City Council's affirmation of the decision is final and cannot be appealed at the local level any further. Any appeal of the City Council's decision must be submitted to the Land Use Board of Appeals, within 21-days of the City's decision. Appellants are encouraged to seek independent legal advice on submitting an appeal to the Land Use Board of Appeals.

Signed this _____ day of **MAY 2021**

Date Mailed: _____

Mr. Don Bennett, Mayor of the City of Lowell, Oregon.

Agenda Item Sheet
City of Lowell City Council



Type of item:	Procurement
---------------	-------------

Item title/recommended action:

Motion to approve an architectural services agreement with Wilson Architecture in the amount \$53,000 for the Maggie Osgood Library renovation project and to authorize the City Administrator to sign.

Justification or background:

Staff are recommending that City Council approve an architectural services agreement with Wilson Architecture to start the Maggie Osgood Library renovation project. To recap, the City participated in a virtual site tour with The Ford Family Foundation in February regarding our grant application. Thereafter, The Foundation asked the City to bid out the project to obtain accurate construction numbers to ensure the amount requested for the grant is appropriate. To accomplish this, City Council authorized a competitive request for proposals process for architectural services in March. Responses to the RFP were due in April. The Selection Committee reviewed the qualifications of respondents and are recommending Wilson Architecture. Hiring an architect starts the renovation project and will help us obtain the budget numbers that The Foundation needs.

Budget impact:

Expenditure not to exceed \$53,000 for professional services, plus additional amounts as specified in the contract for printing and other miscellaneous business expenses.

Department or Council sponsor:

Library

Attachments:

Contract for architectural services; scope proposal dated 5/11/2021 from Wilson Architects.

Meeting date:	05/18/2021
---------------	------------

AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the «19th » day of «May» in the year «2021 »
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

«City of Lowell »« »
«P.O. Box 490 »
«Lowell, OR 97452 »
«Contact: Jeremy B. Caudle »

and the Architect:

(Name, legal status, address and other information)

«Wilson Architecture »« »
«86530 Sanford Rd »
«Eugene, OR 97402 »
«Contact: Curtis N. Wilson, AIA »

for the following Project:

(Name, location and detailed description)

«City of Lowell Maggie Osgood Library Renovation Project »
«70 North Pioneer Street »
«Lowell, OR 97452 »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

«Library Planning (Hummel Consulting), Mechanical and Electrical Engineering (ColeBreit Engineering) Structural and Civil Engineering, and Landscape Design (i.e. Engineering), and Construction Cost Estimating (Mender Consulting) »

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor, or AIA Document A101-2017, Owner-Contractor Agreement-Stipulated Sum. If the Owner and Contractor modify AIA Document A105-2017 or AIA Document A101-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

«Not to Exceed \$53,000.00 for professional service fees per the attached proposal letter plus an additional approved expense reimbursement allowance of \$1,500.00 »

The Owner shall pay the Architect an initial payment of «zero » (\$ «0.00 ») as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus «five » percent («5 » %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid «sixty » («60 ») days after the invoice date shall bear interest from the date payment is due at the rate of «one and one half » percent («1.5 » %) « » , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond «sixteen » («16 ») months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

«The May 11, 2021 proposal letter ("Letter") from Wilson Architecture sets forth the scope of work and key activities for the project. The Letter is appended to this agreement and is incorporated herein by reference.»

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

«Jeremy B. Caudle »«City Administrator »

(Printed name and title)

ARCHITECT *(Signature)*

«Curtis N. Wilson, AIA »«President; Oregon License #3543 »

(Printed name, title, and license number, if required)

5/11/2021

Jeremy Caudle
City Administrator
City of Lowell
107 East 3rd Street
Lowell, OR 97452

Re: Maggie Osgood Library Renovation Project

Mr. Caudle,

I am pleased to submit a proposal to provide architectural and engineering services for the renovations to the recently acquired building on Pioneer Street to create the City of Lowell Maggie Osgood Library. This letter summarizes the services I anticipate are necessary and appropriate to help you achieve your goals.

Project Overview

The City of Lowell operated a volunteer library from City Hall until a severe winter storm damaged the roof structure over the area occupied by the library in 2019. In the same year, the City acquired an available building and site at 70 North Pioneer Street for a Library and City Hall, and later that year engaged The Urban Collaborate to lead the community through a downtown master plan effort that included a conceptual design study to explore options for use of the 70 North Pioneer Street site.

The Wilson Architecture team has been selected to work with the City and the community to renovate the building for the new Maggie Osgood Library. The basis of the project is the January 2020 Conceptual Floor Plan on pages 6-7 of the Lowell Community Facilities Study prepared by The Urban Collaborative (see Attachment A). This will be referred to as the Conceptual Plan in this proposal.

Owner's Project Objectives

The following is a summary of my understanding of your primary goals:

- Renovate the recently acquired building as a new library.
- Maximize the available budget for the benefit of the City.
- Create a library that is considered the "heart of the community".

Please consider this list as the beginning of conversation. I look forward to discussing with you and refining the descriptions to match your priorities.

Design Team

Architect	Wilson Architecture	Curt Wilson, AIA
Library Planner	Hummel Consulting	Penny Hummel
Mechanical Engineer	ColeBreit Engineering	Adam Boyd, PE
Electrical Engineer	ColeBreit Engineering	Jim Krumsick, PE
Structural Engineer	i.e. Engineering	Rob Van Dyke, SE, PE
Civil Engineer	i.e. Engineering	Steve Lovemark, PE
Landscape Designer	i.e. Engineering	Emily Brandt
Cost Estimator	Mender Consulting	Jim Mender

Construction Budget

The Lowell Community Facilities Study prepared by Urban Collaborative LLC and dated January 2020 includes an estimated project budget of approximately \$300,000. The budget categories include building renovation costs (construction), FF&E (furniture, fixtures, and equipment), Design and Engineering, Site Development, and Contingency. The purpose of the initial phase of this proposal is to confirm and align the preferred scope of work with the project budget.

Information Provided by the Owner

This proposal assumes the Owner will provide the following information in a format that can be utilized by the design team with minimal modifications:

- Available documentation, such as original drawings and specifications of the existing buildings.
- Hazardous material analysis of existing building.
- Roster of community participants in the Visioning Workshop and Design Steering Committee.

Approach

Our approach to your project is based on three steps:

- Bring together project participants including city staff and leaders, community representatives, and members of the design team at the beginning of the design effort to confirm and align the scope of work and project.
- Once the scope and budget are confirmed, prepare the drawings for construction, bidding, and permitting.
- Assist the city with bidding and work with the general contractor during construction to implement the improvements.

Anticipated Scope of Work

The following scope of work and fee proposal is based on a two-step approach: Step 1 – Scope Confirmation and Step 2 – Implementation. Step 1 includes the Pre-Design Phase and Step 2 includes all other phases. The purpose of Step 1 is to confirm the goals, scope, and budget for the project based on an evaluation of the existing building and updated conversation about library planning. The purpose of Step 2 is to efficiently implement the work.

The scope of work and associated fees for Step 2 assume that we will proceed with the improvements identified in the January 2020 Conceptual Floor Plan on pages 6-7 of the Lowell Community Facilities Study prepared by The Urban Collaborative (see Attachment A), or a modified design that includes separating the library and city hall functions within the building. Relevant elements of the alternative design include distinct city hall and library entrances and a new wall that separates the spaces.

The conceptual plan is based on the following improvements, including:

- A. Utilizing all spaces in the existing building, except replacing the existing restrooms with a new accessible restroom (please note that the building code requires a minimum number of toilets and urinals that may exceed the amount shown in the concept plan).
- B. Remove the elevated floor at the east building and replace the storage rooms.
- C. Provide new windows and front door.
- D. Replace all interior finishes, including new casework and built-in window seats.
- E. Assistance with the selection of furniture and equipment. The research will be limited to pre-approval public procurement sites that City of Lowell can access.
- F. New exterior paint and replacement of some or all of the existing siding.
- G. Replace the existing roofing system. Connect new and/or replacement gutters to the existing storm drain piping. It is assumed that storm water diverted from the roof and site impervious pavement is directed to location(s) on site that are sufficient and do not need to be replaced.
- H. Modify existing HVAC duct and grille locations to accommodate minor deviations in the floor plan.
- I. Relocate electrical and low voltage systems including power outlets, data devices, and lights for minor deviations in the floor plan and to accommodate library needs. This proposal is based on the assumption that the existing power supply and panel capacity is sufficient to accommodate minor increases in circuits.
- J. Identify the head-in location of a future fiber connection and data connections with homeruns to this location.
- K. Repair the surface of the existing asphalt pavement.
- L. Minor revisions to the existing landscaping areas.

The following items are not included in this proposal. If determined to be necessary at the conclusion of the Pre-Design Phase, the project budget will be adjusted, and the Wilson Architecture Team will provide an updated fee proposal for the phases of Step 2.

- Expansion to the existing building area.
- Replacement of existing building mechanical, plumbing, and electrical systems beyond the minor modifications noted above.
- Repair and/or replacement of existing structural beyond new support above new openings in the walls.
- Repair and/or replacement of existing utilities serving the building, except future fiber connection.

Recurring Activities

The design process described in this proposal is based on an iterative model where key activities occur at each of the design phases of Pre-Design, and Construction Documents. These key activities include:

- Design
- Documentation
- Code analysis
- Budget evaluation
- Review

See Attachment B of this proposal for more information about the key activities.

Phases – Milestones and Deliverables

This proposal is intended as an attachment to the Owner – Architect agreement.

We recommend proceeding with the project in the following phases and tasks:



1.1. Purpose

- a. The purpose of this phase is to generally align the scope of work and project budget.

1.2. Milestones

- a. Building and Site Analysis.
- b. Visioning Workshop.
- c. Summary Report.
- d. Project Budget Analysis.

1.3. Meetings

- a. Total: 5
 - Site Visit: 1
 - Visioning Workshop: 1 (distributed over multiple sessions)
 - Summary, budget, and next steps: 3

1.4. Deliverables

- a. Building and site analysis report.
- b. Visioning Workshop agenda.
- c. Visioning Workshop summary report.
- d. Refinement of design concepts, up to two.

2. Construction Documents



2.1. Purpose

- a. The initial purpose of this phase is to refine the design approved by the owner at the end of the Pre-Design phase and to describe the systems of the building, such as the structural framing and interior finish systems.
- b. The second purpose of this phase is to prepare documents (drawings and specifications) suitable for obtaining building permits, and for construction, including competitive bids for construction contracts.

2.2. Milestones

- a. Selection of major building systems.
- b. Selection of interior and exterior materials, including colors and textures.
- c. Evaluate the alignment of preferred project scope and budget through construction cost estimate (material take-off format).
- d. Updated construction cost estimate.
- e. Review of proposed construction contract.
- f. Documents suitable for:
 - Bidding for construction services

- Building permit application
- Construction

2.3. Meetings

- Total: Approximately 8
 - Meeting frequency to be approximately once per week.

2.4. Deliverables

- Interior and exterior color and material selections.
- Product descriptions for specified major products and materials for selection by owner.
- Door, door frame, and door hardware information for confirmation of operational requirements by owner.
- Updated code analysis.
- Drawings, specifications, and project manual for owner review at 75% and 95% complete.
- Drawings, specifications, and project manual for use in subsequent phases.

3. Bidding



3.1. Purpose

- The purpose of this phase is to assist the owner in the construction team selection through a competitive bidding process.

3.2. Milestones

- Distribution of documents for bidding.
- Pre-bid meeting.
- Distribution of addendum.
- Bid opening.
- Evaluation of bids.
- Negotiation of construction contract.

3.3. Meetings

- a. Total: 3
 - Pre-bid meeting: 1
 - Bid opening: 1
 - Review of bids: 1

3.4. Deliverables

- a. Pre-bid meeting agenda.
- b. Addendum.
- c. Bid tabulation form.
- d. Letter of recommendation based on bid results.
- e. Assistance with editing of construction contract

4. Permit



4.1. Purpose

- a. The purpose of this phase is to obtain approvals to start construction in the format of building and other permits.

4.2. Milestones

- a. Permit application submittal.
- b. Permit review letter provided by jurisdiction.
- c. Response to permit review letter, which may include modifications to the drawings and specifications.
- d. Permit issuance.

4.3. Meetings

- a. None anticipated as this phase is current with bidding, and relevant agenda items can be added to the bidding phase meetings.

4.4. Deliverables

- a. Permit review letter.
- b. Appropriate revisions to the drawings and specifications based on building official interpretations.

5. Construction Admin

5.1. Purpose

- a. The services of this phase are in support of construction. These include on-site meetings at agreed upon intervals, other communication with the owner and general contractor between meetings, review of product and systems submittals, respond to Requests for Information, and participate in the construction change process.

5.2. Milestones

- a. Pre-construction meeting.
- b. Start of construction.
- c. Regular construction site meetings.
- d. Punch list reviews.
- e. Issuance of Certification of Substantial Completion.
- f. Issuance of final pay application denoted completion of construction contract requirements.
- g. 1 year warranty review.

5.3. Meetings

- a. Total: 16
 - Meeting frequency to be approximately once per week.

5.4. Deliverables

- a. Summaries of regular on-site meetings.
- b. Site review reports (which may be included with above).
- c. Submittal reviews.
- d. Construction change management log.

- e. Change order and applicable documents related to approved changes.
- f. Reviewed pay applications.
- g. Response to appropriate Request for Information.

Compensation

Our intent is to establish a fixed fee for the Pre-Design Phase, then confirm the fee for all the remaining phases at the conclusion of the Pre-Design Phase.

Fee Proposal⁽¹⁾

Step	Architecture	Library (2) Planning	Mechanical Engineer	Electrical Engineer	Structural Engineer	Civil (3) Engineer	Costs (4) Estimator	Total
Step 1	\$6,000	\$5,000	\$1,500	\$1,500	\$1,500	\$0	\$4,000	\$19,500
Step 2	\$15,000	\$0	\$4,500	\$5,500	\$4,000	\$2,500	\$1,000	\$33,500
Total	\$21,000	\$5,000	\$6,000	\$7,000	\$5,000	\$2,500	\$5,000	\$53,000

Reimbursable Expense Allowance⁽⁵⁾: \$1,500

Notes

- (1) The fee proposal is based on an Hourly Not To Exceed basis. The not to exceed amount is the overall fee total. The allocation per step and per discipline is for reference only.
- (2) The library planning services in this scope of work proposal is intended to incorporate library operation planning considerations into the spatial planning for the library, but not comprehensive for the library operation planning services the City of Lowell might deem necessary. We recommend coordinating subsequent library planning services with Hummel Consulting at the end of the Pre-Design phase.
- (3) Services included under the "Civil" discipline include landscape design.
- (4) The allocation for cost estimating services reflected here assumes a detailed cost estimate by the end of the Pre Design phase, and updating in the subsequent design phase. Earlier estimates included a minor evaluation of the estimated budget from January 2020 facilities study at the pre-design phase with a detailed estimate in a subsequent phase.
- (5) Typical reimbursable expenses include printing services for drawings, and car mileage based on the current IRS allowed amount. In addition, it is anticipated that Hummel Consulting will have one overnight stay during the two-day visioning workshop.

Billing Rates

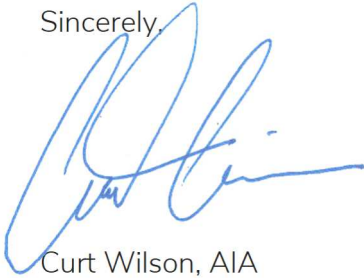
See Attachment C.

Schedule

See Attachment D.

We appreciate being selected for this project. We are prepared and eager to get started. Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Curt Wilson', with a large, stylized initial 'C'.

Curt Wilson, AIA
Wilson Architecture

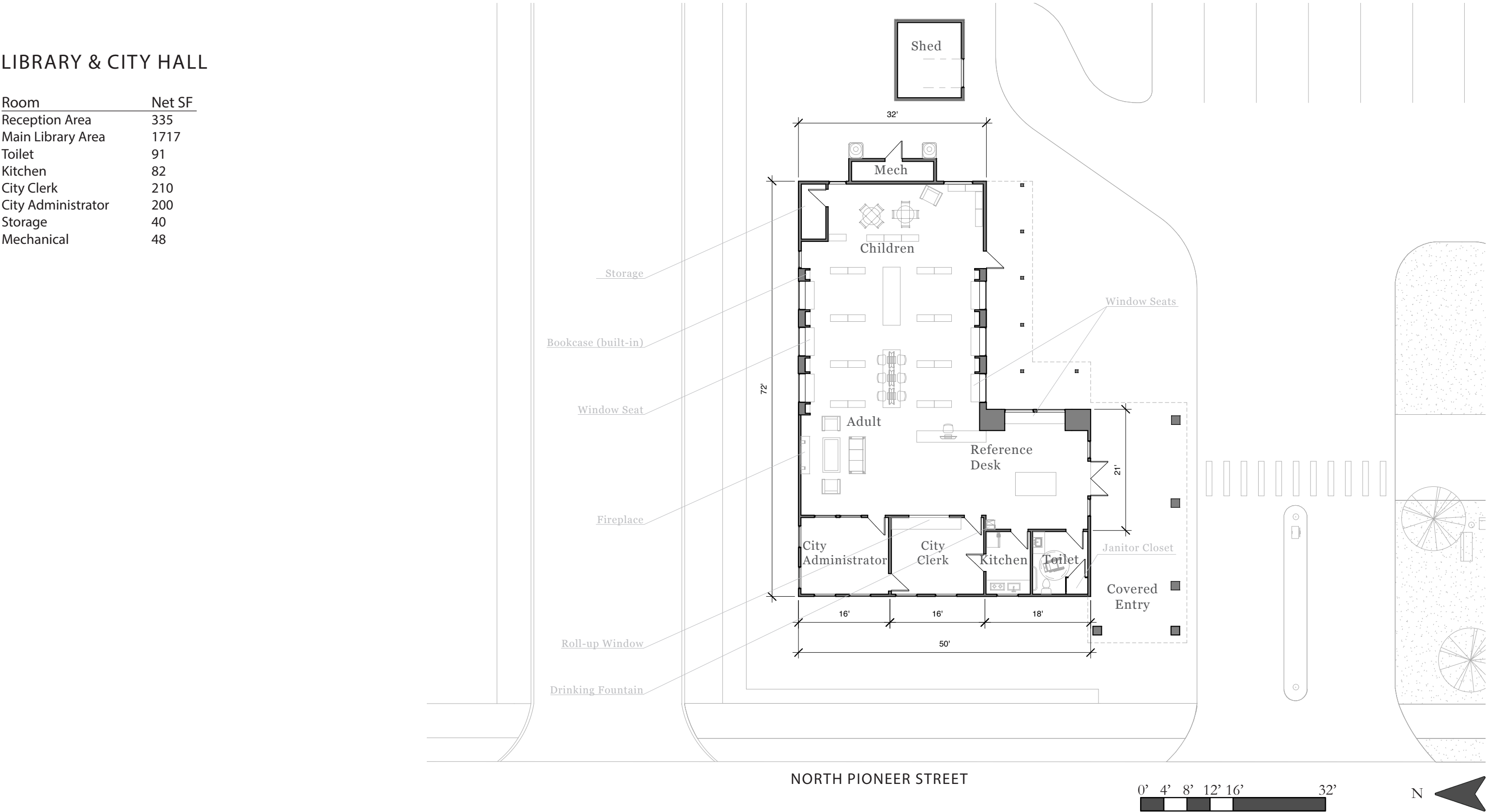
Attachments to follow:

- Attachment A: Concept Plan
- Attachment B: Key Activities
- Attachment C: Billing Rates
- Attachment D: Schedule

CONCEPTUAL FLOOR PLANS

LIBRARY & CITY HALL

Room	Net SF
Reception Area	335
Main Library Area	1717
Toilet	91
Kitchen	82
City Clerk	210
City Administrator	200
Storage	40
Mechanical	48



Attachment B – Key Activities

Design

The design process is a continuous process throughout all phases, however less so at the conclusion of the Construction Documents phase. While creativity is at the core the design process, the architectural and engineering applications are based on an iterative process of refinement of design, evaluate the current design relative to a variety of factors including the budget, the owner's technical requirements, code and regulatory requirements, market conditions, industry best practices, etc, review with owner for overall satisfaction, and repeat.

Documentation

The documents for the project include drawings and specifications.

Drawings will be a constant deliverable throughout the process, however the format will change based on the needs of the phase. The drawings includes the sketches and diagrams that convey initial concepts, images that describe the design in more evocative terms such as massing images and the more precise drawings that are commonly referred to as the blue prints.

The general term "specifications" describes the documents that provide information not readily understood from the drawings. For instance, the building elevations and detail drawings will show the masonry units of brick veneer system, but the type of brick, manufacturing standard, testing requirements, etc can not be understood from the drawings. This is the role of the specifications. Early in the design process, the specifications will be in outline format with the limited intention of describing the basic systems of the building, (i.e. brick veneer masonry consisting of 2.65" x 4" x 8" red clay units and veneer anchor systems). The specifications are one of three categories of information in the Project Manual, which will be a deliverable at the end of the construction document phase. The other categories are bidding and contract requirements, and general requirements to implement construction.

Code analysis

Part of the iterative design refinement process includes reviewing the design relative to building and related code requirements, and local land use requirements. The code analysis process starts at the beginning of the design process and continues as more elements of the solution materialize. The early analysis is intended to help determine what can, and can't be done based on code and land use requirements.

The building code is enforced by the local building official, and state law gives them reasonable latitude to interpret specific situations relative to the code requirements. My code analysis process will include meeting and/or correspondence to minimize discrepancies between my interpretations and the building officials.

The effort to compliance with local land use requirements will follow the same process as building code compliance.

Budget evaluation

Each building and site design is a form of an invention, or the creation of a set of circumstances that hasn't occurred before. Since each solution is new, we must predict the future cost of construction to

determine if the project as designed can be funded with the owner's available budget. The approach I follow is to prepare a cost estimate near the end of each design phase, and to assist the owner in the evaluation of the overall project costs relative to budget. The intent is to understand how to stay within budget prior to moving onto the next phase. The cost estimate type early in the process will be based on unit costs, such as square feet, and as soon as there is sufficient understanding of the building systems, the cost estimate type will be quantity take-off.

Review

The iterative process as described above of design – evaluate – repeat requires the need for review of the design by the owner consistently and throughout. Our meetings during design will be primarily to allow you to review the progress of the work and to make decisions in a planned and thoughtful manner. I will assist you throughout to understand key decisions and when they need to be made and their implications on other decisions. This scope of work letter lists anticipated key milestones during each phase to help you understand what is coming next and we'll refer to the list, and add to it regularly. The organization of the project schedule I prepare is based on your decision making opportunities.

At the end of each phase, we'll review the content in the documents in conjunction with the cost estimate to help you understand the project details. We'll move forward to the next phase when you are satisfied that the design meets your needs and is within your budget.

Billing Rates

Billing rates effective January 1, 2021. Note, rates subject to change at beginning of next calendar year.

<u>Firm</u>	<u>Position</u>	<u>Rate (\$/hr)</u>
Wilson Architecture	Principal	\$120
Hummel Consulting	Principal	\$175
Colebreit Engineering	Principal	\$190
	Senior Engineer	\$170
	Engineer III	\$155
	Engineer II/Designer III	\$140
	Engineer I/Designer II	\$125
	Designer I	\$110
	Engineering Intern	\$75
	Clerical/Administrative	\$75
i.e. Engineering	Senior Civil Engineer	\$155
	Civil Design Engineer	\$130
	Structural Engineer	\$155
	Engineering Technician	\$80
	Engineering Technician I	\$85
	Engineering Technician II (EIT)	\$105
	Engineering Intern	\$50
	CAD Technician / BIM Modeler	\$80
	Professional Surveyor	\$125
	Survey Technician	\$80
	Survey Technician I	\$85
	Senior Planner	\$105
	Planner	\$90
	Landscape Designer	\$90
	Administrative/Clerical	\$80
Mender Consulting	Principal	\$105

Reimbursable Expenses

Miles driven with personal vehicles	Current IRS Allowable Rate
Car rental	Cost times 1.05
Printing	Cost times 1.05
Hotel/other travel	Cost times 1.05

Project Schedule

[illegible]

Agenda Item Sheet
City of Lowell City Council



Type of item:	Procurement
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Item title/recommended action:

Motion to declare 33 church pews located at 70 N. Pioneer Street as surplus property and to authorize the City Administrator to dispose of the surplus property through auction or any other method listed in Section 2.108(f) of the Lowell Revised Code.

Justification or background:

The Lowell Revised Code sets forth procedures for disposing of surplus city property. Staff are requesting authorization from City Council to dispose of the church pews that came with the building that the City purchase at 70 N. Pioneer Street. This is anticipation of the renovation project. Staff's plan is to put the pews on the GovDeals auction site. The winning bidder would be required to remove the pews. If we're not successful in auctioning off the pews, then the Lowell Revised Code provides other options for property disposal, including donation, that we can explore. Our goal in auctioning the pews is to ensure that everyone who is intersted has an opportunity to bid on this property and to provide a cost-effective way for this surplus property to be removed.

Budget impact:

To be determined; additional revenue due to sale of church pews.

Department or Council sponsor:

Library

Attachments:

None

Meeting date:	05/18/2021
---------------	------------

Agenda Item Sheet

City of Lowell City Council



Type of item:	Procurement
---------------	-------------

Item title/recommended action:

Motion to approve a quote in the amount of \$9,200 from Michael Scnear Excavation LLC for stormwater improvements and to authorize the City Administrator to sign.

Justification or background:

The scope of work in the attached quote is to fix the drainage issues on the East of D Street. There is a storm ditch beside the road but nowhere for the stormwater to leave the ditch. This causes water to back up and flood the front yards and driveways of the first three homes on the East side of the road. After reviewing the situation with the City Engineer, the recommendation was to install some inlets to the already existing Storm Line installed in the Street. The quote provided would install two inlets into the already existing storm line. This storm line ties into the 4th Street storm line and discharge on North Damon Street. The installment of these inlets will improve the drainage on D Street.

Budget impact:

\$9,200

Department or Council sponsor:

Public Works Department

Attachments:

Quote in the amount of \$9,200

Meeting date:	05/18/2021
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Quote
2/11/2021

Michael Scnear Excavation LLC

5416 Wales Dr Eugene, OR 97402
541-525-5162 CCB# 228951

Bill To:

City of Lowell Public Works
Attn: Max Baker
541 937-2776
PO Box 490 Lowell, OR 97452

Job Site Address:

Storm Pipe tie in
Lowell, OR

Saw cut road for new drains	500.00
Dig area for new ditch inlet	1,600.00
Labor to install pipe, inlet, grout and compact.	1,700.00
Back fill and Paving	1,600.00
Materials	3,000.00
Trucking	800.00
Estimate	9,200.00

Agenda Item Sheet
City of Lowell City Council



Type of item:	Procurement
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Item title/recommended action:

Motion to authorize the City Administrator to prepare for and negotiate the sale of the City's vacant property located at 8 North Hyland Lane in accordance with O.R.S. 221-725.

Justification or background:

The City owns a vacant lot located at 8 North Hyland Lane. The property is suitable for residential development and it is not needed for any City functions. Staff recommend working with a realtor to handle this transaction, including pricing, marketing, and other aspects of the transaction. We will need to hold a public hearing before the City Council approves the sale of this property, in accordance with state law (O.R.S. 221-725). The City Engineer has advised that it is not feasible or desirable to vacate the easements on this property; however, there is still enough buildable space on the lot to accommodate a home. An exception is the light pole easement on the property's western edge. We can either sell the property as-is, or the City can work with Lane Electric (for a cost to be determined) to move the light pole or install the utilities underground.

Budget impact:

To be determined.

Department or Council sponsor:

Administration

Attachments:

Site map for the property showing existing easements from Civil West Engineering.

Meeting date:	05/18/2021
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DRAWN BY: MDW
DATE: 7/16/2020



Lot 21 Easements

FIGURE

CITY OF LOWELL
LANE COUNTY, OR

1

Competitive Market Analysis

**8 N HYLAND LN
Lowell, OR 97452**

Acres, Number of: 0.62 Manufactured House Okay Y/N: N Waterfront Y/N: N

Recommended Price: \$79,000 (\$70,000 - \$85,000)

Prepared By



**Shawn Watson
Broker
Premiere Property Group
Portland | Salem | Eugene**

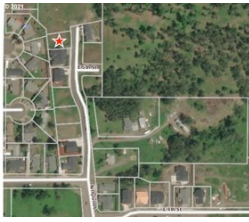
**Phone: 541-780-4404
E-mail: Shawn@ShawnWatson.net**



This report is not intended to meet the requirements set out in the Uniform Standards of Appraisal Practice and is not intended as an appraisal. If an appraisal is desired, the services of a competent professional licensed appraiser should be obtained.

Comparables to Your Home

Stone Ridge Lot 8	Lowell	97452	LND	ACT	\$75,000
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MLS#: 21593070
Unit/Lot #: Lot 8
Zoning: R1
Lot Size: 7K-9,999SF

Status: ACT
Lots:
Wtr Frnt:

PTax/Yr: \$702
Acres: 0.16
Area: 234
Prop Type: RESID

Directions: End of Hyland Ln

Remarks: Stone Ridge Phase 1 is an eleven lot subdivision at the end of North Hyland Rd in Lowell. Other new construction is happening in the area - bring your floor plan & builder and get started building your new home, today!

Stone Ridge Lot11	Lowell	97452	LND	ACT	\$100,000
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MLS#: 21159618
Unit/Lot #: Lot11
Zoning: R1
Lot Size: 7K-9,999SF

Status: ACT
Lots:
Wtr Frnt:

PTax/Yr: \$722
Acres: 0.17
Area: 234
Prop Type: RESID

Directions: End of Hyland Ln

Remarks: Stone Ridge Phase 1 is an eleven lot subdivision at the end of North Hyland Rd in Lowell. Other new construction is happening in the area - bring your floor plan & builder and get started building your new home, today!

Stone Ridge Lot10	Lowell	97452	LND	ACT	\$100,000
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MLS#: 21211375
Unit/Lot #: Lot10
Zoning: R1
Lot Size: 7K-9,999SF

Status: ACT
Lots:
Wtr Frnt:

PTax/Yr: \$722
Acres: 0.17
Area: 234
Prop Type: RESID

Directions: End of Hyland Ln

Remarks: Stone Ridge Phase 1 is an eleven lot subdivision at the end of North Hyland Rd in Lowell. Other new construction is happening in the area - bring your floor plan & builder and get started building your new home, today!

Stone Ridge Lot 5	Lowell	97452	LND	PEN	\$75,000
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MLS#: 21309904
Unit/Lot #: Lot 5
Zoning: R1
Lot Size: 7K-9,999SF

Status: PEN
Lots:
Wtr Frnt:

PTax/Yr: \$702
Acres: 0.16
Area: 234
Prop Type: RESID

Directions: End of Hyland Ln

Remarks: Stone Ridge Phase 1 is an eleven lot subdivision at the end of North Hyland Rd in Lowell. Other new construction is happening in the area - bring your floor plan & builder and get started building your new home, today!

295 E MAIN ST	Lowell	97452	LND	SLD	\$55,000
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MLS#: 20261494
Unit/Lot #:
Zoning: Mix
Lot Size: 10K-14,999SF

Status: SLD
Lots:
Wtr Frnt: N

PTax/Yr: \$728
Acres: 0.29
Area: 234
Prop Type: MIX-USE

Directions: Hwy 58 to Lowell

Remarks: Vacant 0.29 acre lot for sale in downtown Lowell. The property has direct access to both Main Street & West Boundary Road, plus the adjoining property owner (0.21 acre) would consider selling. This land is directly across the street from the Maggie Osgood Library & proposed future City Hall.

Stone Ridge Lot 3	Lowell	97452	LND	SLD	\$70,000
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MLS#: 21360639
Unit/Lot #: Lot 3
Zoning: R1
Lot Size: 7K-9,999SF

Status: SLD
Lots:
Wtr Frnt:

PTax/Yr: \$722
Acres: 0.17
Area: 234
Prop Type: RESID

Directions: End of Hyland Ln

Remarks: Stone Ridge Phase 1 is an eleven lot subdivision at the end of North Hyland Rd in Lowell. Other new construction is happening in the area - bring your floor plan & builder and get started building your new home, today!

Stone Ridge Lot 4	Lowell	97452	LND	SLD	\$70,000
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MLS#: 21578935
Unit/Lot #: Lot 4
Zoning: R1
Lot Size: 7K-9,999SF

Status: SLD
Lots:
Wtr Frnt:

PTax/Yr: \$740
Acres: 0.18
Area: 234
Prop Type: RESID

Directions: End of Hyland Ln

Remarks: Stone Ridge Phase 1 is an eleven lot subdivision at the end of North Hyland Rd in Lowell. Other new construction is happening in the area - bring your floor plan & builder and get started building your new home, today!

160 W 7th ST	Lowell	97452	LND	SLD	\$105,000
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MLS#: 20352318
Unit/Lot #:
Zoning: F1/R1
Lot Size: 20K-.99AC

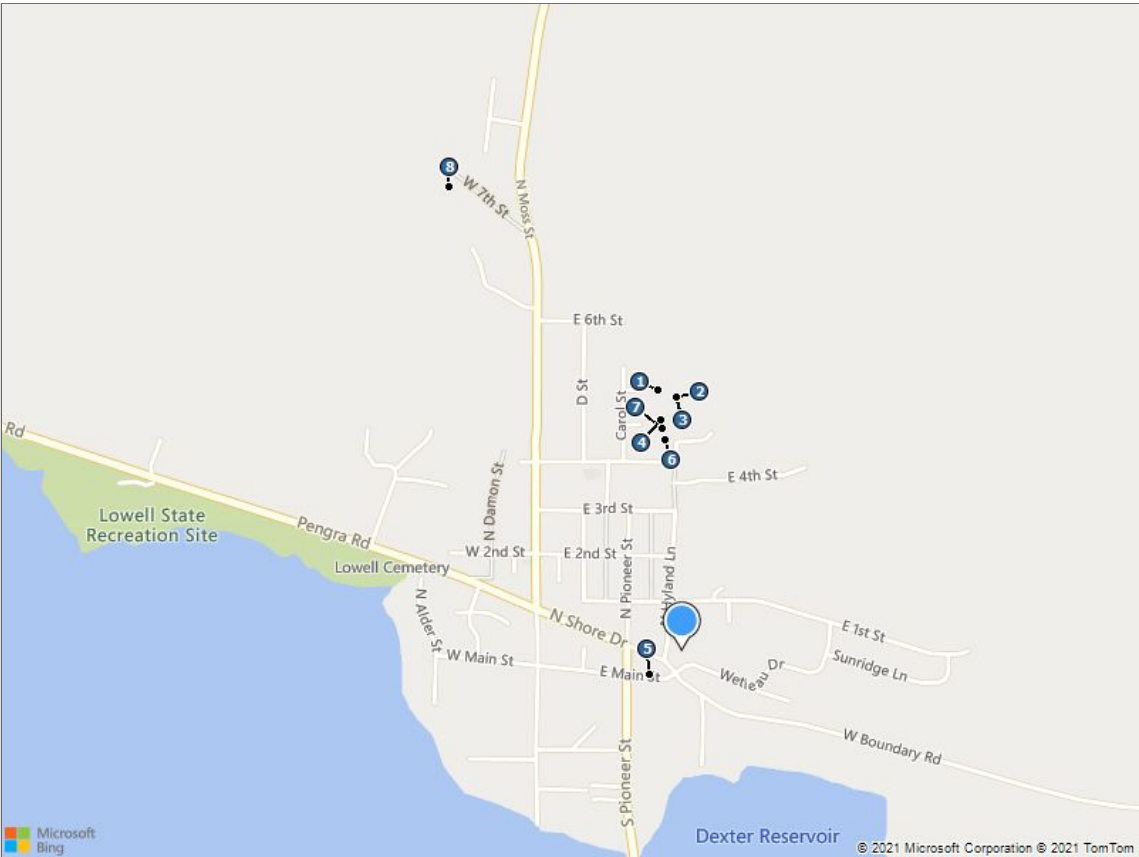
Status: SLD
Lots:
Wtr Frnt: Y

PTax/Yr: \$846
Acres: 0.72
Area: 234
Prop Type: RESID

Directions: 7th St & N Moss St

Remarks: This is a rare building site in County at the edge of the city limits. It's located on a dead-end street and backs up to a 400 acre timber parcel. Close to Dexter Lake and Hwy 58. The house is a tear down, however Lane County has confirmed a new house can be built anywhere on the lot under the "F-1 Replacement Dwelling Same Site" application process. Buyer to confirm to their satisfaction. Seasonal creek and mountain views.

Map of Comparables to Your Home



#	MLS#	Address	#	MLS#	Address	#	MLS#	Address
1	21593070	Stone Ridge Lot 8	2	21159618	Stone Ridge Lot11	3	21211375	Stone Ridge Lot10
4	21309904	Stone Ridge Lot 5	5	20261494	295 E MAIN ST	6	21360639	Stone Ridge Lot 3
7	21578935	Stone Ridge Lot 4	8	20352318	160 W 7th ST			

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SQUARE FOOTAGE IS APPROXIMATE & MAY INCLUDE BOTH FINISHED & UNFINISHED AREAS - CONSULT BROKER FOR INFO.
SCHOOL AVAILABILITY SUBJECT TO CHANGE.

Summary of Comparable Listings

Active Listings

Cat	MLS#	Area	Type	Address	City	Acres	Price
LND				8 N HYLAND LN , Lowell, OR 97452	Lowell	0.62	\$79,000
LND	21593070	234	RESID	Stone Ridge Lot 8	Lowell	0.16	\$75,000
LND	21159618	234	RESID	Stone Ridge Lot11	Lowell	0.17	\$100,000
LND	21211375	234	RESID	Stone Ridge Lot10	Lowell	0.17	\$100,000

Pending Listings

Cat	MLS#	Area	Type	Address	City	Acres	Price
LND				8 N HYLAND LN , Lowell, OR 97452	Lowell	0.62	\$79,000
LND	21309904	234	RESID	Stone Ridge Lot 5	Lowell	0.16	\$75,000

Sold Listings

Cat	MLS#	Area	Type	Address	City	Acres	Price
LND				8 N HYLAND LN , Lowell, OR 97452	Lowell	0.62	\$79,000
LND	20261494	234	MIX-USE	295 E MAIN ST	Lowell	0.29	\$55,000
LND	21360639	234	RESID	Stone Ridge Lot 3	Lowell	0.17	\$70,000
LND	21578935	234	RESID	Stone Ridge Lot 4	Lowell	0.18	\$70,000
LND	20352318	234	RESID	160 W 7th ST	Lowell	0.72	\$105,000

Pricing Your Home

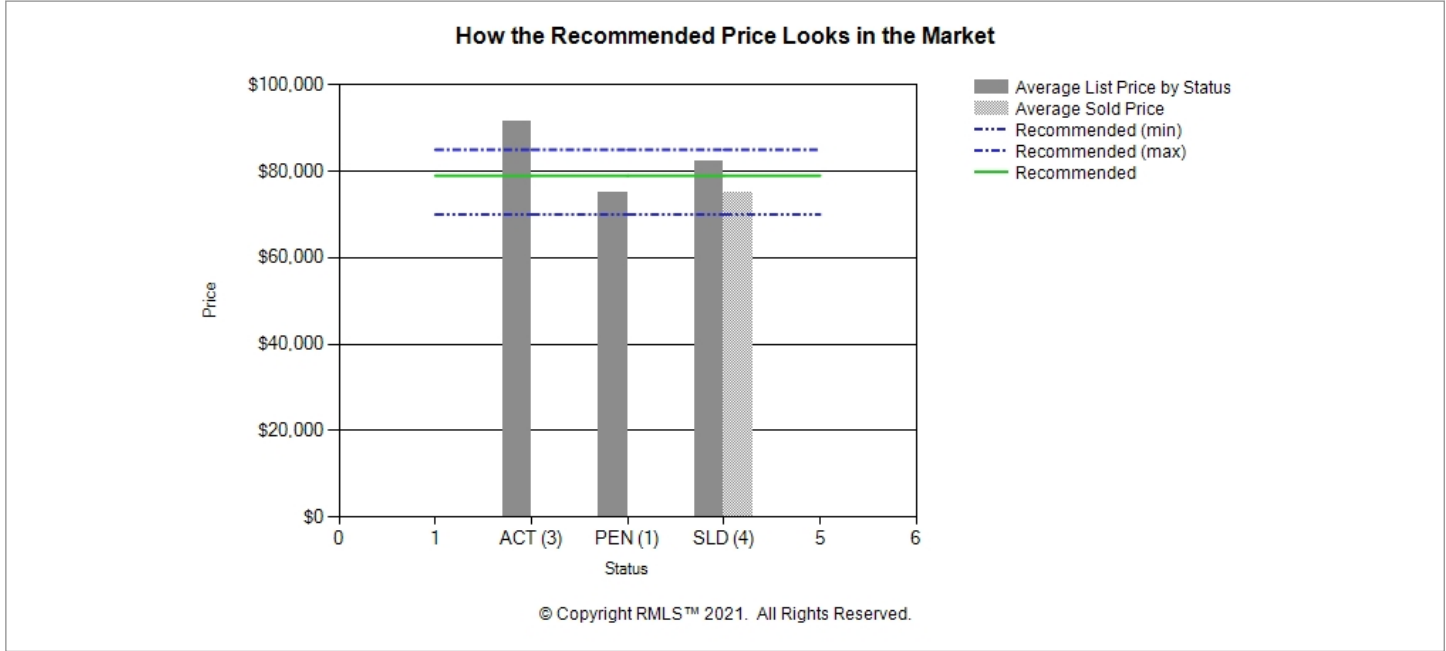
Status	#	Price				Sqft		\$/Sqft Average	CDOM	
		Minimum	Average	Median	Maximum	Average	Median		Average	Median
ACT	3	\$75,000	\$91,667	\$100,000	\$100,000	0	0	N/A	N/A	N/A
PEN	1	\$75,000	\$75,000	\$75,000	\$75,000	0	0	N/A	36	36
SLD	4	\$55,000	\$75,000	\$70,000	\$105,000	0	0	N/A	31	36

Total Listings: 8 Sold Properties closed averaging **90.96%** of their Final List Price. This reflects a **9.04%** difference between Sale Price and List Price. If SNL status or Sold Auction listings are included, the Sold Price to List Price ratio will be affected because the ratio is always 100% for SNL and Sold Auction listings.

	Amount	\$/Sqft
Min. List Price:	\$64,900	N/A
Avg. List Price:	\$84,975	N/A
Max. List Price:	\$114,900	N/A
Average Sale Price:	\$75,000	N/A
Recommended List Price		
Min:	\$70,000	\$0
Max:	\$85,000	\$0
Recommended:	\$79,000	\$0

**Note: Comparable listings with SQFT=0 are excluded from all Price/SQFT calculations

How the Recommended Price Looks in the Market



Resume

Since 2005, Shawn has enjoyed being a local community builder as a licensed real estate broker / developer. In 2015, Shawn moved to the Pacific Northwest with his dog Bradley, who he rescued from a local shelter. Shawn holds a master's degree in Real Estate & Construction Management from the University of Denver, along with a bachelor's degree in management. Shawn previously served as both a city councilor and a planning & zoning commissioner.

Shawn, along with the National Association of REALTORS, believes there is no place for racism or discrimination; fairness is worth fighting for. Shawn proudly contributes to RPAC in an effort to promote home ownership for all. Additionally, Shawn generously donates to the NAACP, St. Jude Children's Hospital, the Human Rights Campaign, and the Lowell Grange.

Before his career in real estate, Shawn honorably served in the U.S Coast Guard. After his military service, Shawn was a distinguished officer / K9 handler with the New Mexico State Police for seven years.

With Shawn's unique and diverse background, Shawn brings a breadth of knowledge to real estate. He specializes in new construction development, revitalization projects, investment properties, and relocation clients --- Shawn would love to help you with your real estate needs & questions.

	\$ 75,000	\$ 70,000	\$ 65,000
Closing Date			
Prorated Property Taxes	\$ -	\$ -	\$ -
Property Tax Credit	\$ -	\$ -	\$ -
Owner Policy Fees	\$ 375	\$ 360	\$ 345
Escrow Fees	\$ 350	\$ 350	\$ 350
Additional Escrow Fees	\$ 200	\$ 200	\$ 200
Admin Fee - eXp	\$ 315	\$ 315	\$ 315
Listing Broker	\$ -	\$ -	\$ -
Buyer's Broker - Flat Rate	\$ 2,500	\$ 2,500	\$ 2,500
Seller's Contribution to Buyer's Closing Costs	\$ -	\$ -	\$ -
Referral Fee	\$ -	\$ -	\$ -
Total Closing Costs	\$ 3,740	\$ 3,725	\$ 3,710
Gross Proceeds	\$ 71,260	\$ 66,275	\$ 61,290
Repairs - Make Ready	\$ -	\$ -	\$ -
1)			
2)			
3)			
Estimated Gross Proceeds	\$ 71,260	\$ 66,275	\$ 61,290
Mortgage Payoff	\$ -	\$ -	\$ -
Estimated Net Proceeds	\$ 71,260	\$ 66,275	\$ 61,290

Agenda Item Sheet

City of Lowell City Council



Type of item:	Personnel
---------------	-----------

Item title/recommended action:

Motion to authorize the City Administrator to hire two part-time, seasonal, and temporary laborers for the Public Works Department.

Justification or background:

This would authorize the City Administrator to hire two laborers for the Public Works Department to assist with grounds maintenance responsibilities. The positions would be part-time. The positions are also temporary, beginning and ending with the typical mowing season. The current fiscal year budget includes an appropriation for a 0.23 full-time equivalent (FTE) for part-time, seasonal laborers. The proposed fiscal year 2021-2022 budget also includes an appropriation for a 0.23 FTE for these positions. The positions are estimated to work 10 to 20 hours per week for 3 to 4 months. The starting pay is anticipated to range from \$12 to \$15 per hour.

Budget impact:

Expenditure of budgeted wages not to exceed \$5,767 in current year's budget. Budgeted wages in next fiscal year's budget total \$6,056 for the two positions.

Department or Council sponsor:

Public Works Department

Attachments:

None

Meeting date:	05/18/2021
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