

**Lowell City Council**  
**Regular Meeting and Executive Session**  
**Tuesday, June 7, 2022 at 7:00 p.m.**

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

**Members of the public can provide comment or testimony in person at the meeting location above or through the following:**

- Joining remotely by phone, tablet, or personal computer. For details, click on the event at [www.ci.lowell.or.us](http://www.ci.lowell.or.us).
- In writing, by using the drop box at Lowell City Hall, 107 East Third Street, Lowell, OR 97452.
- By email to: [admin@ci.lowell.or.us](mailto:admin@ci.lowell.or.us).

**Regular Meeting Agenda**

Call to Order/Roll Call/Pledge of Allegiance

Councilors: Mayor Bennett \_\_\_ Harris \_\_\_ Stratis \_\_\_ Weathers \_\_\_ Murray \_\_\_

Approval of Agenda

Consent Agenda

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

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.

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

## City Council Meeting Agenda

Council Comments (three minutes per speaker)

Staff Reports

Old Business

New Business

1. Motion to authorize the City Administrator to approve change orders associated with the Maggie Osgood Library/City Hall renovation project up to \$10,000 per change order. – Discussion/ Possible action
2. Motion to approve an “Engineering scope of services – addendum #1” with Civil West Engineering for the wastewater facilities plan in the amount of \$97,791 and to authorize the City Administrator to sign. –Discussion/ Possible action
3. Motion to approve a “Position description” for a Library Director and to authorize the City Administrator to start recruiting for the position. – Discussion/ Possible action
4. Motion to authorize the City Administrator to exercise the City’s option to purchase Lane County right-of-way for the purchase price of \$45,700. – Discussion/ Possible action
5. Motion to approve a “Profit sharing agreement” with ThriftBooks Global LLC and to authorize the City Administrator to sign. – Discussion/ Possible action
6. Motion to approve a grant agreement with the Roundhouse Foundation in the amount of \$20,000 and to authorize the City Administrator to sign. – Discussion/ Possible action
7. Motion to approve the purchase of 100 AMI flowQ 2250 from Correct Equipment in the amount not to exceed \$30,000 and to authorize the City Administrator to sign. – Discussion/ Possible action
8. City Administrator update on current projects and future agenda items (15 minutes).
  - 70 N. Pioneer St. property line adjustment
  - 205/295 E. Main St. underground storage tank
  - Lane County economic development grant
  - Final FY 21/22 supplemental budget/ Adoption of FY 22/23 budget
  - Well quote for Paul Fisher Park

## City Council Meeting Agenda

Other Business

Mayor Comments

Community Comments: Limited to two (2) minutes if prior to 9:30 p.m.

Adjourn the Regular Meeting. Executive Session to follow.

---

### **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 \_\_\_ Harris \_\_\_ Stratis \_\_\_ Weathers \_\_\_ Murray\_\_\_

Executive Session:

The executive session is being held pursuant to ORS 192.660(2)(i), to review and evaluate the employment-related performance of the chief executive officer. – City Administrator annual performance review

Adjourn Executive Session.

# Agenda Item Sheet

## City of Lowell City Council



Type of item:	Other
---------------	-------

### Item title/recommended action:

Motion to authorize the City Administrator to approve change orders associated with the Maggie Osgood Library/City Hall renovation project up to \$10,000 per change or-der.

–Discussion/ Possible action

### Justification or background:

Staff are requesting authorization to approve change orders up to \$10,000 for the 70 N. Pioneer St. project. LRC Sec. 2.042(f) set a purchasing limit of \$5,000 for the City Administrator "for any single transaction ... without the specific approval of City Council." This increase in purchasing authority will allow us to avoid project delays in case changes occur that require a quick decision. City Council approval would still be required for changes greater than or equal to \$10,000.

ALTERNATIVE. If City Council wishes to maintain control over project spending, staff recommend setting aside tentative meetings times each week where at least 3 councilors could hold a special meeting to vote on any change orders that might occur. Such changes are unlikely. When they occur, however, it is necessary to make a decision in a timely manner to avoid delays.

LRC Sec. 2.116(c) allows contract amendments for "contracts issued under price-based solicitation" up to "125 percent of the maximum contract price...."

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



Type of item:	Other
---------------	-------

Budget impact:

N/A
-----

Department or Council sponsor:

Administration
----------------

Attachments:

LRC Sec. 2.042(f) and 2.116©
------------------------------

Meeting date:	06/07/2022
---------------	------------

Sec. 2.042. - Duties and responsibilities.

The City Administrator shall have the following, more specifically described duties and responsibilities. The City Administrator shall:

- (a) Manage and supervise all day-to-day operations of the City.
- (b) Have the responsibility of securing compliance with City ordinances, policies and directives of the City Council.
- (c) Periodically report to the City Council the status of all assignments, duties and projects.
- (d) Be responsible for preparing and submitting to the Budget Committee the annual budget estimates and such analysis and reports as that body may request, or which may be requested by the City Council in that regard.
- (e) Have the duty of handling public relations problems and/or complaints that may arise concerning the City and the residents of the City.
- (f) Act as purchasing agent, contract manager and business representative for the City, but shall not, without the specific approval of the City Council, bind the City for any single transaction that is not an itemized item in the approved annual budget in excess of \$5,000.00 or enter into any contract for an amount in excess of \$5,000.00. The City Administrator may delegate this authority to the Public Works Director for public works related transactions.
- (g) Keep aware of all expenditures by the City for the purpose of keeping all expenditures within the budget of the City. The Administrator shall report to the City Council the financial condition of the City at least quarterly and make recommendations to the Council as to the future needs of the City.
- (h) Act as staff representative in dealing with other governmental bodies at all time taking into consideration the policies of the Council. The Administrator shall be responsible for the preparation of any reports and forwarding of any information required by other governmental agencies.
- (i) Recommend to the City Council the adoption of policies and/or ordinances that are deemed necessary for the welfare of the City of Lowell.
- (j) Attend all meeting of the City Council unless excused therefrom and shall be prepared to answer any and all questions that can be anticipated to be discussed by the City Council at said meetings.
- (k) Have the authority to manage and discipline employees including suspension without pay according to the personnel manual.
- (l) Have the authority to fire and fire employees within the budgetary restrictions of the City.

(Adopted, Ord. 211; Amended, Ord 242)

## Sec. 2.116. - Public contracts amendments.

- (a) *Amendment defined.* An amendment is any change or modification of any term or condition of a contract or any addition or deletion of any term or provision of a contract. Amendments include, but are not limited to change directives, change orders, and any addition, deletion or modification that affects the nature, quantity, degree, or scope of the goods or services or improvements to be provided under a contract or the time of performance or price or that affects any provision concerning the rights or obligations of a party.
- (b) *Writing and signature requirements.* No amendment will be binding on the City unless set forth in writing and signed by an official who is duly authorized to bind the City in the manner described by the amendment.
- (c) *Amendments that increase price.* Except in connection with a contract renewal or extension, no contract may be amended to increase the contract price unless the increase is directly related to an increase in the quantity or types of goods or services to be provided, a betterment in the quality of goods or materials to be provided, or to compensate the contractor for delays occurring after the execution of the contract for which the City is responsible. Amendments that increase the contract price are further limited as follows:
  - (1) *Price established by contract.* Amendments that increase the quantity of goods or services to be provided under the contract and for which unit prices were established in the original contract (for example, by weight, volume, itemized equipment price lists, or hourly fees) shall be permitted without limitation.
  - (2) *Price not established by contract.* Amendments that increase the contract price and that are not described in section 2.108 (a) may not, in the aggregate, increase the total amount to be paid under the contract by more than 25 percent of the original contract price unless approved in advance by the City Council.
  - (3) *Contracts issued under price-based solicitation.* Except in an emergency, or under a waiver approved by the City Council, a contract awarded under a solicitation method based on contract price may not be amended if the resulting contract price would exceed either of:
    - A. The limitations on amendment under section 2.108 (a), as applicable, or
    - B. 125 percent of the maximum contract price for the class of contracts under which the Solicitation was conducted.
- (d) *Time.* The time of performance under a contract, or the term of an expiring contract, may not be extended by amendment except as provided in the original contract or on a temporary basis as provided in section 2.108 (a).

# Agenda Item Sheet

## City of Lowell City Council

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

### Item title/recommended action:

Motion to approve an "Engineering scope of services – addendum #1" with Civil West Engineering for the wastewater facilities plan in the amount of \$97,791 and to author-ize the City Administrator to sign. –Discussion/ Possible action

### Justification or background:

This is to complete the wastewater master plan. A portion of this plan was left out of the FY 21/22 budget in error, which means that the facilities plan report deliverable had to be postponed until the FY 22/23 budget. The recommended FY 22/23 budget funds the remainder of this project in the Sewer SDC fund. Staff are recommending approval of this addendum so that the project kickoff can occur in July.

### Budget impact:

\$97,791 expenditure in Sewer SDC Fund

### Department or Council sponsor:

Sewer

### Attachments:

"Engineering scope of services – addendum #1" with Civil West Engineering

Meeting date:	06/07/2022
---------------	------------





**South Coast Office**  
486 E Street  
Coos Bay, OR 97420

**Willamette Valley Office**  
200 Ferry Street SW  
Albany, OR 97321

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

**North Coast Office**  
609 SW Hurbert Street  
Newport, OR 97365

---

## **ENGINEERING SCOPE OF SERVICES** **ADDENDUM #1**

Date: May 24, 2022

CWE Project No.: 2101.015

To: Mr. Jeremy Caudle, City Administrator

From: Matt Wadlington, PE, Principal/Regional Manager, Civil West Engineering Services, Inc.

RE: **City of Lowell – Wastewater Facilities Plan**

**Scope of Services Amendment #1**

Civil West Project Number: 2101-015

The purpose of this scope of services amendment is to update the schedule and values associated with the planned work to prepare a Wastewater Facilities Plan for the City of Lowell. This project was originally scoped in 2019 and was partially authorized (I/I report and mapping only) in 2021.

Because of the delay in authorizing the full scope, we are requesting that the contract value be adjusted to reflect the 2022 rate schedule. In addition, we are requesting that another kickoff meeting be held, and additional DMR data be provided.

The original contract value presented in 2021 was \$141,254, which included the Facilities Plan preparation, an Inflow and Infiltration (I/I) Study, and system mapping support.

The revised value of these services, based on the updated rate schedule and additional tasks is \$150,422. This represents an additional cost of \$9,168.

The services provided to date have been invoiced totaling \$52,631.93. Total budgeting for 2022/2023 FY should be \$97,790.07 (new proposed contract amount less previous billed).

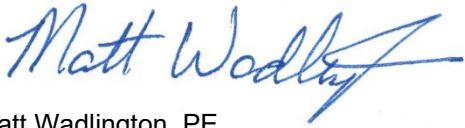
The project schedule is revised to the following:

1. Project Kickoff Meeting ..... July 2022
2. Progress Meeting No. 1 (~50% Completion) ..... October 2022
3. Progress Meeting No. 2 (~85% Completion) ..... December 2022
4. Progress Meeting No. 3 (~95% Completion) ..... February 2023
5. Project Closeout ..... May 2023

City of Lowell – Wastewater Facilities Plan – Scope Amendment #1

We are grateful for this opportunity to provide these services to the City of Lowell. Please let me know if you have any questions or if you wish to see any alterations to this proposed addendum. If this proposed approach is acceptable, please sign below and return a copy to our office for our records.

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



Matt Wadlington, PE  
Regional Manager

---

Authorized Representative Signature Accepting Scope of Services

Date

# Agenda Item Sheet

## City of Lowell City Council

---

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

### Item title/recommended action:

Motion to approve a "Position description" for a Library Director and to authorize the City Administrator to start recruiting for the position. – Discussion/ Possible action

### Justification or background:

The FY 22/23 budget funds a part-time Library Director starting July 1. Staff are requesting City Council approval of the job description, as well as authorization to start recruiting for the position. Staff developed the job description in collaboration with Penny Hummel. A tentative recruitment schedule is included after the job description.

### Budget impact:

N/A

### Department or Council sponsor:

Library

### Attachments:

Job description; recruitment schedule

Meeting date:	06/07/2022
---------------	------------

## **Position Description**

### **City of Lowell, Oregon**

Position: Library Director (part-time – 20 hours per week)	Non-management
Department: Library	FLSA: Non-exempt (eligible for overtime)
Reports to: City Administrator	Pay scale position #: 6

### **Summary**

To plan, direct, and manage the activities, operations, and volunteer staffing of the City's library; to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the City Administrator, Library Committee, and City Council.

### **Distinguishing career features**

To manage the revitalized Maggie Osgood Library, the City is creating a new, part-time Library Director. The new paid position will align the library with state standards regarding professional staffing levels. Top priorities for this position include: overseeing the daily operations of the library; managing volunteers; developing positive relationships with community stakeholders and organizations to support the success of the library; developing programming for library patrons; and building the library collection.

Hours for this position will be determined in the future depending upon finalized open hours for the library, as well as the availability of volunteers to support open hours staffing. The finalized open hours for the library may include occasional evening or weekend hours. The Library Director will be required to attend occasional Library Committee or City Council meetings in the evening.

### **Position duties and responsibilities**

- Provide positive, inclusive and proactive library customer service to all members of the Lowell area community.
- Responsible for a full range of circulation related duties.
- Assists patrons with use of the library.
- Staffs the service desk.
- Checks out materials to patrons and assists patrons with their library account questions.
- Accepts and processes library card applications.
- Helps patrons find materials.
- Plan and organize the services and programs of the library and evaluate the effectiveness of library services.
- Compile statistics and reports on these services to the Library Committee, City Administrator, City Council and the State Library of Oregon.
- Recommend and implement policies and procedures.
- Submit an annual budget for the Library Committee to evaluate and approve.
- Select books, DVDs and other library materials, and regularly weed the library collection to ensure its quality and relevance.

- Recruit, train and supervise library volunteers, including scheduling and ongoing team building.
- Organize and implement programming (such as story times, author talks, performances, and book groups) for children, teens and adults.
- Provide daily oversight of library technology (including public access computers and the library's online catalog).
- Maintain and develop the library's website, social media and print promotional materials.
- Promote and publicize library services via the print materials, social media and the library's web
- Develop and maintain productive relationships with various stakeholders, including other city departments, community organizations and Lane County public libraries.
- Engage in ongoing professional development activities (such as online webinars, state library conference, etc.) to develop and enhance knowledge of best practices in public library service.
- Pursue appropriate grant opportunities to improve the library's services and programs.

### **Qualifications**

#### **Education and experience**

The position requires a high school diploma or GED plus a minimum of 1 year of experience in a library, educational support setting, or equivalent in customer service. College-level courses and/or a certificate in library science is preferred and may substitute for some experience.

#### **Knowledge and skills**

The position requires knowledge of basic library methods, practices and terminology. Requires knowledge of personal computers to use common office productivity software and special cataloging, customer transaction, and search programs used by the library. Requires sufficient human relations and communication skills to exercise patience and interact courteously with patrons of all ages. Requires sufficient math skills to add, count, and develop alphanumeric sequences

#### **Abilities**

Performing all of the duties of the position with only general supervision and support. Following detailed procedures such as standard library cataloging and filing rules. Maintaining a well-organized and attractive library setting. Applying and explaining library rules, regulations and policies. Monitoring and maintaining acceptable library patron behavior. Working as a contributing member of a team, working productively and cooperatively with other teams and external customers, and conveying a positive image of the City and its services. Working effectively with children, teens, and families in an educational setting. Performing routine clerical and record keeping duties. Supervising and coordinating work of library volunteers. May be required to work evenings, weekends and attend meetings or activities outside normal working hours.

**Physical abilities**

Must be able to function indoors in an office and/or library desk environment engaged in work primarily of a sedentary to moderately active nature. Requires hearing and speech ability for ordinary conversation and to project voice to a small group. Requires sufficient manual and/or finger dexterity to type/keyboard and otherwise operate microcomputers and other office equipment. Requires ambulatory ability to sit, walk, to move about office environs, and to lift and carry light to medium weight materials on an intermittent basis. Requested reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position.

**Working conditions**

Work is performed indoors with minimal exposure to health and safety hazards.

**Licenses and certificates**

May require a valid driver's license.

Item	Due date
City Council approves job description. City Council authorizes new Library Director position.	Tuesday, June 7, 2022
City Administrator posts job announcement for Library Director.	Wednesday, June 8, 2022
Applications due for Library Director position. (Leave application window open for 2 weeks.)	Wednesday, June 22, 2022
Staff review applications received and select top candidates for interview.	Thursday, June 23, 2022
Interviews for Library Director candidates.	Thursday, June 30, 2022
Tentative start date for Library Director. (Or as soon as July 1.)	Thursday, July 14, 2022

# Agenda Item Sheet

## City of Lowell City Council

Type of item:	Other
---------------	-------

### Item title/recommended action:

Motion to authorize the City Administrator to exercise the City's option to purchase Lane County right-of-way for the purchase price of \$45,700. – Discussion/ Possible action

### Justification or background:

Staff are requesting authorization to exercise the option to purchase Lane County right-of-way associated with the 205/295 E. Main St. project. Acquisition of this right-of-way is a condition of sale for the property. By starting this process now, we will be in a position to complete the transaction when we obtain the "no further action" determination letter from the Department of Environmental Quality regarding the underground storage tanks.

### Budget impact:

Expenditure of \$45,700

### Department or Council sponsor:

Administration

### Attachments:

Lane County Board of Commissioners action; Option agreement with Lane County

Meeting date:	06/07/2022
---------------	------------



BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER: 22-01-04-21

IN THE MATTER OF AUTHORIZING THE  
EXECUTION OF AN OPTION AGREEMENT FOR  
A DIRECT SALE OF COUNTY OWNED EXCESS  
REAL PROPERTY FOR \$45,700 UNDER 271.310 TO  
THE CITY OF LOWELL, IDENTIFIED AS THE  
SOUTH PORTION OF WEST BOUNDARY ROAD,  
(MAP NO. 19-01-14-24), AND AUTHORIZING THE  
COUNTY ADMINISTRATOR TO EXECUTE  
DOCUMENTS TO COMPLETE THE SALE..

**WHEREAS**, this matter now coming before the Lane County Board of Commissioners and said Board deeming it in the best interest of Lane County to sell the following excess Lane County real property, to wit:

Approximately 0.20 acres of land identified as the southern portion of land along West Boundary Road (County Road No. 360) on Assessor's Map 19-01-14, being more particularly described on the attached Bargain and Sale Deed, (SEE EXHIBIT A); and

**WHEREAS**, said property was acquired by purchase from the United States through the General Road Fund for road purposes and not by tax foreclosure; and

**WHEREAS**, ORS 271.310 provides the transfer or lease of real property owned or controlled by a political subdivision if the real property is not needed for public use or whenever the public interest may be furthered; and

**WHEREAS**, the sale of the County owned real property meets the criteria set forth in ORS 271.310; and

**WHEREAS**, the Board is of the opinion that selling the County owned real property is in the best interest of the public; and

**WHEREAS**, an offer was received by the City of Lowell to purchase the property in the amount of \$45,700 through an Option Agreement; and

**WHEREAS**, an Option Agreement has been presented to the County and a good faith deposit made in the amount of \$475 by the City of Lowell.

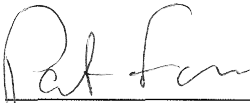
**NOW, THEREFORE**, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. The offer from City of Lowell in the amount of \$45,700 is accepted.
2. The County Administrator is authorized to execute any documents necessary to complete the sale.
3. That upon execution of the Option Agreement, a Deed conveying said property to City of Lowell. is signed by the County Administrator.

4. Evergreen Land and Title and Lane County Right of Way Staff is instructed to close the transaction and record the Deed.
5. The sale proceeds are disbursed to the General Road Fund (225-3632-446120-101).

**IT IS FURTHER ORDERED** that this Order shall be entered into the records of the Board of Commissioners of the County.

**ORDERED** this 4th day of January, 2022.



Chair

Lane County Board of Commissioners

## OPTION AGREEMENT

### FOR WEST BOUNDARY ROAD PROPERTY IN LOWELL, OREGON

DATE: \_\_\_\_\_, 2021 ("Effective Date")

FROM: Lane County, ("County")  
a political subdivision of the State of Oregon

TO: City of Lowell, ("Lowell")  
an Oregon municipal corporation

#### RECITALS

A. County and Lowell desire to cooperate for the transfer of title and sale of two County-owned properties located in Lowell, Oregon to promote the future development of Lowell by providing a site for a new city hall and a site for commercial development.

B. County owns fee simple title to the real property described as Assessors Tax Map and Lot number 19-01-14-24-04500, and has agreed in principle to relinquish title of that property to Lowell without charge pursuant to ORS 271.330 for public purposes, with a reversionary interest that is removable under ORS 271.335.

C. County owns fee simple title to the real property described in Exhibit A, referred to herein as the "Property."

D. County and Lowell wish to enter into this Option Agreement to set forth their mutual understandings regarding the option.

#### AGREEMENT

In consideration of the terms and conditions and the mutual understandings and promises of the parties set forth herein, County and Lowell agree as follows:

**Section 1. Grant of Option.** For and in consideration of the sum of Four Hundred Seventy-Five Dollars (\$475.00) paid to County by Lowell (the "Consideration"), receipt of which is acknowledged, County grants to Lowell the sole and exclusive option to purchase the Property for development purposes (the "Option") in the manner and for the price stated in this Agreement.

#### **Section 2. Option Terms.**

**2.1 Term.** The initial term of the Option (the "Initial Term") commences on the Effective Date and will continue for a period of three (3) years. Lowell has the right to extend the Option for an additional period of two (2) years. This extension period (the "Extension Term") will commence on the date that the Initial Term expires. The Initial Term and the Extension Term are referred to collectively in this Agreement as the "Term." If the last day of the Initial Term or the Extension Term falls on a Saturday, Sunday, or a holiday recognized by the federal government or the State of Oregon, all of Lowell's rights during either such time period will extend through the next business day.

**2.2 Exercise of Option.** The Option must be exercised, if at all, by written notice (the "Exercise Notice") given by Lowell to County at any time during the Term, stating that Lowell has elected to exercise the Option. The Option may be exercised only with respect to the entire Property, and nothing contained herein will be construed as permitting Lowell to purchase less than all of the Property under this Agreement. Upon exercise of the Option, Lowell will be obligated to purchase the Property from County, and County will be obligated to sell the Property to Lowell, for the price and in the manner herein set forth.

**2.3 Failure to Exercise Option.** If Lowell fails for any reason to exercise the Option in the manner set forth herein, Lowell will have no further claim against or interest in the Property or the Consideration, unless Lowell is entitled to a refund of the Consideration under another provision of this Agreement. In the event of the failure to exercise the Option, Lowell will provide County with any instruments that Owner reasonably deems necessary for the purpose of removing from the public record any cloud on title to the Property that is attributable to the grant or existence of the Option.

### **Section 3. Purchase Price**

**3.1 Purchase Price.** The purchase price for the Property (the "Purchase Price") will be the sum of Forty-Seven Thousand Five Hundred Dollars (\$45,700.00), adjusted for inflation as follows:

**3.1.1** On the first anniversary of the Effective Date, the Purchase Price shall be adjusted for inflation based upon the then-current U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, 1982-84 Base Year, or its designated successor rate (the "Adjustment Standard"). The amount of the adjustment shall be equal to the product of the Purchase Price multiplied by the Adjustment Standard. If the Adjustment Standard is zero or less than zero, no adjustment will be made.

**3.1.2** On each successive anniversary of the Effective Date, the Purchase Price shall be further adjusted in the same manner as described in subsection 3.1.1, based upon the cumulative value of the Adjustment Standard for the period of years since the Effective Date multiplied by the Purchase Price.

**3.2 Payment of Purchase Price.** The Purchase Price for the Property will be payable as follows:

**3.2.1** Lowell will be given credit for the sum stated as Consideration in Section 1 above.

**3.2.2** The entire balance of the Purchase Price, adjusted in accordance with 3.1.1 and 3.1.2 above, as applicable, shall be paid in cash at Closing.

### **Section 4. Property Investigation.**

**4.1 Due Diligence Period.** The term "Due Diligence Period" means a period of one hundred eighty (180) days commencing on the date that Lowell elects to exercise its purchase option by delivering the Exercise Notice as provided in subsection 2.2 hereof.

**4.2 Access to Information and the Property.** At all times during the Due Diligence Period, Lowell shall have the right to conduct investigations of the Property (the "Due Diligence Investigation") which may include, physical inspections of the Property, such as soil, geological, environmental, structural, mechanical, engineering and any other assessments and tests Lowell, in its sole discretion, deems necessary or desirable. As of the date of the Exercise Notice, County grants to Lowell and its agents the right to enter on the Property at any reasonable time before the Closing Date, as hereinafter defined, for the purpose of conducting tests or studies that Lowell may deem necessary or appropriate in connection with its acquisition

of the Property. Lowell shall bear the cost of all tests and studies undertaken. County shall cooperate with Lowell in making such tests and studies. Within thirty (30) days of the Effective Date, County shall create, and provide to Lowell a copy of, a list of all documents in County's possession, custody or control relating to the Property, including, without limitation, all soil tests; asbestos surveys; engineering reports; and environmental assessments, reports and studies. Upon Lowell's request, County shall within thirty (30) days of such request provide Lowell with copies of any requested documents and other information in County's possession, custody or control, regarding the condition of the Property.

**4.3 Title.** Not later than seven (7) days following the commencement of the Due Diligence Period, County shall provide Lowell with a preliminary title report (the "Title Report") covering the Property. The Title Report shall be issued by a title company licensed to conduct business in the State of Oregon and selected by County (the "Title Company"). The Title Report shall be accompanied by legible copies of all plats and special exceptions to title referenced in the Title Report (the "Exceptions"). County shall remove or cause to be removed any Exception created or suffered to be created by County as security for payment of a sum of money (including mortgages, deeds of trust, tax liens, contractor's liens, and judgment liens) and any Exception created, or suffered to be created, by County after the Effective Date of this Option Agreement without having obtained the prior written consent of Lowell, which may be given or withheld in Lowell's sole and absolute discretion. Within fourteen (14) days of receiving the Title Report and the Exceptions documents, Lowell shall give written notice (the "Initial Notice") to County of all Exceptions that Lowell shall require County to remove at or before Closing (the "Unacceptable Exceptions"). If County cannot remove or cause to be removed any one or more of the Unacceptable Exceptions County is required to remove pursuant to this subsection 4.3 at or before Closing, and County so states in a written notice delivered to Lowell within fourteen (14) days of receiving the Initial Notice (the "Reply Notice"), then Lowell may exercise any of the following rights by giving written notice to County prior to Closing: (i) Lowell may terminate this Option Agreement and pursue all remedies available to Lowell at law or in equity; or (ii) Lowell may accept title to the Property subject to any such Unacceptable Exception(s) and instruct Escrow Agent to hold in escrow and not disburse to County at Closing funds in an amount equal to at least one hundred fifty percent (150%) of the reasonably estimated cost of removing any such Unacceptable Exception(s); or (iii) pursue all remedies available to Lowell at law or in equity, including without limitation pursue County for the costs incurred by the Lowell in removing the Unacceptable Exception(s). The foregoing rights of Lowell shall not be deemed waived by giving the Exercise Notice. Exceptions that are shown on the Title Report and to which County is not obligated to remove or to which Lowell does not object are referred to herein as the "Permitted Exceptions."

**4.4 Approval/Disapproval of the Due Diligence Investigation.** Lowell shall have the right to approve or disapprove the results of Lowell's Due Diligence Investigation, in the exercise of Lowell's sole and absolute discretion, by written notice delivered to County not later than the expiration of the Due Diligence Period. If Lowell does not provide written approval of the results of Lowell's Due Diligence Investigation before the expiration of the Due Diligence Period, then Lowell shall be deemed to have disapproved the condition of the Property. In such event, this Option Agreement shall automatically terminate. Lowell may thereafter exercise any remedy available to Lowell if the condition was not approved by reason of a breach of this Option Agreement by County.

## **Section 5. Remedies.**

**5.1 Lowell's Remedies.** In the event County breaches any term or provision of this Option Agreement, and such breach is not cured after Lowell providing written notice to County of the breach and prior to Closing, then Lowell may in its sole discretion elect either or both: (i) to tender performance of the obligations of County and specifically enforce all obligations of County, or (ii) to pursue all other remedies against County available to Lowell at law or in equity.

**5.2 County's Remedies.** In the event Lowell breaches any term or provision of this Option Agreement, and such breach is not cured after County providing written notice to Lowell of the breach and prior to Closing, and regardless of whether the breach occurs before or after Lowell exercises the Option, then County, as its exclusive remedy and in lieu of any other relief, shall be entitled to terminate this Option Agreement by giving Lowell written notice of termination. County acknowledges (i) the adequacy of this exclusive remedy, and (ii) that this limitation of remedies is an essential part of this Option Agreement from the perspective of Lowell. County expressly waives the right to pursue any other right or remedy at law or in equity other than the remedy specified above, including the right of specific performance and the right to sue for damages, in the event of a default by Lowell under this Option Agreement. Lowell and County have established the foregoing remedy in favor of County because of the difficulty and inconvenience of ascertaining the actual damages County may suffer as a result of a breach of this Option Agreement by Lowell.

**Section 6. Conditions Precedent to Closing.** In addition to any other conditions contained in this Option Agreement, set forth below are certain conditions precedent for the benefit of Lowell (the "Conditions"). The Conditions are intended solely for the benefit of Lowell and Lowell shall have the right to waive, by written notice, any of the Conditions, at its sole discretion; giving the Exercise Notice shall not constitute such a waiver. In the event any Condition is not satisfied or waived on or before the deadline for satisfaction specified herein, then Lowell shall have the right to terminate this Option Agreement, in its sole election, by giving County notice of termination before the deadline expires and to exercise any remedy available to Lowell in the event that the subject Condition was not satisfied by reason of a breach of this Option Agreement by County. If Lowell does not give County notice of termination before the applicable deadline, then Lowell shall be deemed to have waived the termination privilege with respect to the Condition in question. The Conditions specifically delineated in this Section 6 are the following:

**6.1** On the Closing Date, as hereinafter defined, the Title Company shall be ready, willing, and able to issue to Lowell upon recordation of the Deed, as hereinafter defined, the title insurance policy required by subsection 7.5.

**6.2** On or before the Closing Date, as hereinafter defined, County shall have performed all of the covenants, conditions, agreements and promises to be performed by it under this Option Agreement and shall have confirmed all covenants, representations and warranties made by it under this Option Agreement remain true and correct as of the Closing Date.

## **Section 7. Closing**

**7.1 Time and Place.** Closing of the sale and purchase of the Property (the "Closing") shall occur on a date (the "Closing Date") selected by Lowell, but in all events the Closing shall occur within two hundred forty (240) days after the date that Lowell sent the Exercise Notice. The escrow for the Closing shall be established at the office of the "Title Company".

**7.2 Closing Obligations.** On or before the Closing Date, County and Lowell shall deposit the following documents and funds in escrow, and the Title Company shall close escrow in accordance with the instructions of County and Lowell.

### **7.2.1 County shall deposit the following:**

(1) The conveyance document described in Section 8, duly executed and acknowledged;

(2) Duly executed assignments of Contracts and Leases, if any, subject to and in accordance with subsection 11.1.4;

(3) A duly executed affidavit certifying that County is not a foreign person, trust, partnership, or corporation in compliance with the requirements of IRC §1445 and ORS 314.258;

(4) Such documents as Lowell or the Title Company may require to evidence the authority of County to consummate this transaction; and

(5) Such other documents and funds as are required of County to close the sale in accordance with this Option Agreement.

**7.2.2 Lowell shall deposit the following:**

(1) The cash payment specified in subsection 3.1, less any credits available to Lowell under the terms of this Option Agreement;

(2) Such documents as County or the Title Company may require to evidence the authority of Lowell to consummate the transaction contemplated; and

(3) Such other documents and funds as are required of Lowell to close the sale and purchase of the Property in accordance with this Option Agreement.

**7.3 Costs.** Lowell shall pay the escrow fee of the Title Company. County shall pay the premium for the title insurance policy. Lowell and County shall each pay one-half (1/2) of all conveyance or excise taxes payable by reason of the conveyance. County shall pay the fee (exclusive of any conveyance or excise tax) for recording the conveyance documents referred to herein.

**7.4 Prorations.** All property expenses incurred by County prior to the Closing Date shall be paid by County at Closing, without proration; solely excepting therefrom real property taxes and assessments for the tax year in which the Closing occurs which taxes and assessments shall be prorated at Closing.

**7.5 Title Insurance Policies.** As soon as practicable after Closing, and in any event no later than seven (7) days after the Closing Date, County shall cause the Title Company to issue its standard form owner's title insurance policy, in the amount of the Purchase Price, insuring fee simple title to the Property vested in Lowell, subject only to the Permitted Exceptions.

**Section 8. Conveyance.** At Closing, County shall execute, acknowledge, and deliver to Lowell a Bargain and Sale Deed (the "Deed") conveying to Lowell fee simple absolute title in the Property, subject only to Permitted Exceptions.

**Section 9. Possession.** Lowell shall be entitled to exclusive possession of the Property on and after the Closing Date, subject to the rights of tenants in possession.

**Section 10. Covenants of County.** County acknowledges that the covenants of County contained in this Option Agreement, including the covenants contained in this Section 10 (the "Covenants"), are material inducements to Lowell to enter into this Option Agreement. The Covenants specifically delineated in this section are the following:

**10.1 Information.** County agrees to deliver to Lowell, within seven (7) days after the

Effective Date, photocopies or electronic copies of all existing documents related to the use or ownership of the Property that County possesses, including (without limitation) all rental and lease agreements (collectively, "Leases"), studies, reports, aerial photographs and other documents of a like nature.

**10.2 Maintenance.** Before the Closing Date, County shall maintain the Property in the same or better condition as it exists as of the Effective Date and shall not cause or permit any waste. In the event County performs or causes to be performed before the Closing Date any predevelopment site work that changes the condition of the Property, Lowell, in its sole discretion, may either approve such changes or require County, prior to the Closing Date and at County's sole cost and expense, to restore the Property to the same condition as existed as of the Effective Date.

**10.3 Ownership.** As of the Effective Date, there are no leases or other agreements granting any type of ownership, possessory, or occupancy interest in any person or entity. During the Term, County shall not sell, contract to sell, assign, lease, or otherwise transfer the Property or any part of it to any third party to acquire, possess or occupy all or any portion of it.

**Section 11. Warranties and Representations of County – Condition of the Property.** Except for the specific representations and warranties of County contained herein, Lowell agrees that Lowell is not relying and will not be relying on any representations or warranties, direct or indirect, by County or on behalf of County, oral or written, express or implied, to Lowell or any agents, representatives or employees of Lowell, with respect to the Property, its condition, its fitness or suitability for any particular purpose, its compliance with any laws or any restrictions related to the development of the Property.

**11.1 Warranties.** County acknowledges that the warranties and representations of County contained in this Option Agreement, including but not limited to the warranties and representations contained in this Section 11 (the "Warranties"), are material inducements to Lowell to enter into this Option Agreement. All Warranties, and Lowell's right to assert a breach of them, shall survive execution of this Option Agreement, the Closing, and the execution and delivery of the Closing documents. If, before Closing, Lowell discovers or is advised that any of the Warranties was untrue when made or has not remained true and correct until Closing, then Lowell may terminate this Option Agreement and pursue all remedies available to Lowell at law or in equity. County warrants and represents to Lowell that the following matters are and will remain until Closing true and correct:

**11.1.1 Status of County.** County warrants that County is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in Internal Revenue Code §1445 and ORS 314.258.

**11.1.2 Breach of Agreements.** Neither the execution of this Option Agreement, nor the execution, delivery, or recordation of any document or agreement referenced herein, nor the exercise of the Option and Closing of the transaction contemplated herein, shall constitute or will constitute a default under any other agreement or contract that relates to the Property or to which County is a party.

**11.1.3 Authority.** County warrants that all consents, documents, or approvals have been obtained that are necessary to the effectiveness of the grant of the Option by County.

**11.1.4 Contracts; Leases.** County warrants and represents to Lowell that there are and will be no maintenance contracts, service agreements, or other contracts of any nature that pertain to, cover, or affect the Property or any part of it, which cannot be terminated upon no more than thirty (30) days' written notice (collectively, the "Contracts"). County, at its sole cost and expense, shall provide to Lowell copies of all Contracts and Leases, if any, existing as of the Effective Date as part of County's obligations under subsection 10.1. Lowell shall determine, in its sole discretion, whether on or before



Closing and as a condition thereto, each such Contract or Lease shall be terminated or assigned to Lowell. Within fourteen (14) days of receiving copies of all of the Contracts and Leases, Lowell shall provide to County written notice of its determination. County, at County's sole cost and expense, shall thereafter be responsible for terminating or assigning to Lowell its interest in each of the Contracts and Leases in accordance with Lowell's determination prior to the Closing Date.

**11.1.5 No Liens.** At all times during the Term, County shall keep the Property free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Property. If any such lien shall at any time be filed against the Property, County shall, within thirty (30) days after notice to County of the filing thereof, cause the same to be discharged. During the Term, Lowell shall have the right to post and maintain notices of non-responsibility. Such notices shall be located in such areas reasonably acceptable to County.

**11.2 Changed Conditions.** If County discovers that one or more of the Warranties or one of the conditions referred to in the Warranties has changed after this Option Agreement is executed, County shall immediately inform Lowell, in writing, of such discovery. If the changed condition or Warranty cannot be cured within seven (7) days of the date County discovers the change, then Lowell may either terminate this Option Agreement (and its exercise of the Option, if any) by giving written notice of termination to County within seven (7) days after receiving the notice from County. If Lowell does not so elect to terminate this Option Agreement, County shall be responsible for correcting the changed condition or Warranty. If the changed condition or Warranty can be corrected within seven (7) days after discovery by County, Lowell shall not have the right to terminate this Option Agreement pursuant to this subsection and County shall correct the changed condition or Warranty within such timeframe. If Lowell does not terminate this Option Agreement and the changed condition or Warranty is not corrected by the Closing Date, then Lowell shall have the right to instruct Escrow Agent to hold in escrow and not disburse to County at Closing funds in an amount equal to at least one hundred fifty percent (150%) of the reasonably estimated cost of correcting the changed condition or Warranty until such time as the changed condition is corrected, and County shall correct such changed condition, at County's sole expense and in an expeditious manner, failing which Lowell may use the withheld sums to make the correction. A change caused by County is deemed to be a breach of this Option Agreement by County if the change materially and adversely affects the Property or Lowell's rights.

## **Section 12. Independent Investigation; AS-IS Sale.**

**12.1 Investigation.** Lowell acknowledges and agrees that it has been given or will be given during the Due Diligence Period, a full opportunity to inspect and investigate each and every aspect of the Property, either independently or through agents of Lowell's choosing, including, without limitation:

**12.1.1** All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes;

**12.1.2** The physical condition and aspects of the Property, including, without limitation, the square footage, the structure, the seismic aspects, the paving, the utilities, if any, and all other physical and functional aspects of the Property. Such examination of the physical condition of the Property shall include, but not be limited to, Lowell's examination of the presence or absence of Hazardous Substances. For purposes of this Agreement, "Hazardous Substances" shall mean inflammable explosives, pollutants, contaminants, radioactive materials, asbestos, polychlorinated biphenyls, lead, lead-based paint, under and/or above ground tanks, hazardous materials, hazardous wastes, hazardous substances, oil, or related materials, which are listed or regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.); the Clean Water Act (33 U.S.C.

Section 1251, et seq.); the Safe Drinking Water Act (14 U.S.C. Section 1401, et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.); the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.); the Oregon Hazardous Substance Removal and Remedial Action Law, ORS 465.200, et seq.; and any other applicable federal, state or local laws, rules, regulations or governmental requirements (collectively "Environmental Laws");

**12.1.3** Any easements and/or access rights affecting the Property; and

**12.1.4** All other matters of material significance affecting the Property.

## **12.2 AS-IS Acknowledgements and Releases.**

**12.2.1** LOWELL SPECIFICALLY ACKNOWLEDGES AND AGREES THAT COUNTY IS SELLING AND LOWELL IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS, INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS, AND THAT LOWELL IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM COUNTY OR ITS AGENTS, EMPLOYEES, ELECTED AND APPOINTED OFFICIALS, LEGAL COUNSEL, DEPARTMENTS, OFFICES, AND AFFILIATES AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION SUCH MATTERS AS: (i) the quality, nature, adequacy and physical condition and aspects of the Property, including, but not limited to, the structural elements, seismic aspects of the Property, appurtenances, access, sewage, utility systems, if any; (ii) the square footage of the Property; (iii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater; (iv) the existence, absence, quality, nature, adequacy and physical condition of utilities serving the Property, if any; (v) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; (vi) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property; (vii) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity; (viii) the presence of Hazardous Substances on, under or about the Property or the adjoining or neighboring property; (ix) the quality of any labor and materials used in any improvements on the Property; (x) the condition of title to the Property; (xi) the contracts or other agreements affecting the Property; and (xii) the economics of the operation of the Property.

**12.2.2** Lowell acknowledges that some defects may become apparent only after the Closing Date. Lowell on behalf of itself and on behalf of its transferees and their respective successors and assigns shall, upon Closing be deemed to waive, relinquish, release and forever discharge County and its agents, employees, elected and appointed officials, legal counsel, departments, offices, and affiliates from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs and expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) the physical condition of the Property including, without limitation, all structural and seismic elements, all mechanical, electrical, plumbing, sewage, heating, ventilating, air conditioning and other systems, the environmental condition of the Property and all Hazardous Substances on, under, or about the Property; (ii) any environmental law; or (iii) any other matter described in this subsection 12.2.

**Section 13. Waiver.** Failure by County or Lowell to enforce any right under this Option Agreement shall not be deemed to be a waiver of that right or of any other right.

**Section 14. Successors and Assigns.** Subject to the limitations on County's right to convey the

Property set forth elsewhere herein, the terms, warranties, covenants, conditions and representations herein contained shall be binding on and inure to the benefit of the heirs, successors, and assigns of County and Lowell. With the consent of County, which shall not be unreasonably refused, Lowell may assign its interest in this Option Agreement and the Property to any public or private entity with the consent of County. In the event that an assignee assumes the obligations of Lowell hereunder, then Lowell shall have no further liability with respect to this Option Agreement.

**Section 15. Notices.** All notices required or permitted to be given shall be in writing and shall be deemed received upon personal service or deposit in the United States Mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To County:	Lane County County Administration 125 East 8th Avenue Eugene, Oregon 97401
With Copy to:	Lane County Office of County Counsel 125 East 8th Avenue Eugene, Oregon 97401
To Lowell:	City of Lowell Attn: City Administrator PO Box 490 Lowell, OR 97452
With Copy to:	Lane Council of Governments Attn: Gary Darnielle 859 Willamette Street, Suite 500 Eugene, OR 97401

The foregoing addresses may be changed by written notice, given in the manner described in this section.

**Section 16. Attorney Fees.** If litigation is instituted with respect to this Option Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to all other sums and allowable costs, its reasonable attorney fees, both in preparation for and at trial and any appeal or review, such amount to be set by the court before which the matter is heard.

**Section 17. Risk of Loss.** County shall bear the risk of all loss or damage to the Property from all causes, through the Closing Date. If, before the Closing Date, and regardless of whether the Exercise Notice has yet been given or is subsequently given, a material casualty loss occurs to the Property by fire or by any other cause of any nature or if all or any portion of the Property is taken by condemnation, or if any such condemnation is threatened, County shall give Lowell written notice of such event. In such event, Lowell shall have the right to terminate this Option Agreement. If Lowell does not elect to terminate this Option Agreement, then this Option Agreement shall continue in force and, if Lowell exercises the Option and the Property is conveyed to Lowell, then all interest of County in and to any insurance proceeds or condemnation awards that may be payable to County on account of such casualty or condemnation shall be assigned to Lowell at Closing.

**Section 18. Integration, Modification, Amendments.** This Option Agreement, including the Exhibit attached hereto, contains the entire agreement of the parties with respect to the Property. Any modifications,

changes, additions, or deletions to this Option Agreement must be approved by both County and Lowell, in writing.

**Section 19. Counterparts; Pronouns; Capitalized Terms.** This Option Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall be effective when one or more counterparts have been signed and delivered by County and Lowell. With respect to any pronouns used, each gender used shall include the other gender and the singular and the plural, as the context may require.

**Section 20. Governing Law; Interpretation; Severability.** This Option Agreement shall be governed by the laws of the state of Oregon. The terms "day" or "days" as used means calendar day or days. The terms "business day" or "business days" means a day or days other than a Saturday, Sunday, or day on which banking institutions in Eugene, Oregon are authorized or required by law or executive order to be closed. If this Agreement requires any act to be done or action to be taken on or by a date which is not a business day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding business day. In the event a court of competent jurisdiction holds any portion of this Option Agreement to be void or unenforceable as written, County and Lowell intend that (i) that portion of this Option Agreement be enforced to the extent permitted by law, and (ii) the balance of this Option Agreement remain in full force and effect.

**Section 21. Time Is of the Essence.** Time is of the essence of this Option Agreement.

**Section 22. Authority to Execute.** Each person executing this Option Agreement on behalf of County and Lowell, respectively, warrants his or her authority to do so.

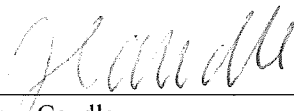
**Section 23. Statutory Disclosure.** The following statement is made pursuant to ORS 93.040(2): THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE LOWELL 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Executed on the day and year first above written.

**LANE COUNTY**

By: \_\_\_\_\_  
Steve Mokrohisky,  
County Administrator

**CITY OF LOWELL**

By:   
Jeremy Caudle  
City Administrator

**Attachments:**

Exhibit A – Legal Description of West Boundary Road Property

**EXHIBIT A - LEGAL DESCRIPTION OF WEST BOUNDARY ROAD PROPERTY**

County Surplus Land (South Portion)

19-01-14

West Boundary Road, Road No. 360

A tract of land lying in the Southeast one-quarter of the Northwest one-quarter (SE ¼ NW ¼ ) of Section 14, Township 19 South, Range 1 West of the Willamette Meridian, Lane County, Oregon, and being a portion of that tract of land conveyed to LANE COUNTY, a political subdivision of the State of Oregon, by that certain deed recorded February 15, 1965, Recorder's Reception Number 92323, LANE COUNTY OREGON DEED RECORDS, including portions of land bounded by the southerly and northerly extensions of Blocks 10 and 11, respectively, of the Plat of Lowell, as platted and recorded on Book 4, Page 37, in Lane County Plat Records, Lane County Oregon, being the easterly margin of Pioneer Street and the westerly margin of Hyland Street, respectively, and south of a strip of land, variable feet in width lying in County Road Number 360, Blakely Road, also known as West Boundary Road, the centerline and widths in feet being described as follows:

Beginning at Engineer's Centerline Station L 0+00, said station being 762.06 feet South and 1118.71 feet West of the initial point of Meadows Addition to Lowell as Platted and recorded in Book 4, Page 56, Lane County Oregon Record of Plats; run thence South 68° 39' East 983.27 feet; thence on a 409.29 feet radius curve right (the long chord of which curve bears South 53° 48' 45" East 209.61 feet) a distance of 211.96 feet, thence South 38° 58' 30" East, 30.37; thence on a 572.96 feet radius curve (the long chord of which bears South 47° 57' 53" East 179.06 feet) a distance of 179.79 feet, then South 56° 57' 15" East, 229.25 Feet to Engineer's Centerline Station L16+34.64.

The widths in feet of the strip of land herein described are as follows:

<u>STATION TO STATION</u>		<u>NORTH SIDE OF CENTERLINE</u>	<u>SOUTH SIDE OF CENTERLINE</u>
L 0+00.00	L 10+08.66 POC	30.00 feet	
L 10+08.66	L 10+08.66 POC	30.00 feet tapering on a straight line to 30.85 feet	
L 10+08.66	L 10+30.27 POC	30.85 feet tapering on a straight line to 71.25 feet	
L 10+30.27	L 11+06.51 POC	71.25 feet tapering on a straight line to 40.53 feet	
L 8+31.67	L 8+55.00		70.00 feet tapering to 30.00 feet
L 8+55.00	L 10+50.00 POC		30.00 feet
L 10+50.00	L 10+99.90 POC		30.00 feet tapering to 55.74 feet
L 10+99.90	L 11+62.79 POC		55.74 feet tapering to 30.00 feet

**EXCEPT** all that land conveyed to Stan Mansfield and Aulber Carter by that certain deed recorded June 7, 1989, Recorder's Reception Number 24411, LANE COUNTY OREGON DEED RECORDS;

The tract of land to which this description applies contains 8,624 square feet, more or less, exclusive of existing right of way.

After recording return to,  
and send tax statements, to:

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

RECORDING INFORMATION

DO NOT WRITE IN THIS SPACE

**BARGAIN AND SALE DEED**

**Lane County**, a political subdivision of the State of Oregon, pursuant to Order No. \_\_\_\_\_ of the Board of County Commissioners of Lane County, hereinafter called Grantor, for the true and actual consideration of \$47,500 Dollars, conveys to **City of Lowell**, a municipal corporation of the State of Oregon, hereinafter called Grantee, all that real property situated in Lane County, State of Oregon, described as follows:

**See Attachments A and B**

Grantee, by acceptance of this grant, hereby declares and otherwise agrees that Grantee shall indemnify, hold harmless and defend the Grantor, its officials, agents and employees, from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising in and from Grantee acceptance and use of the subject property, unless such claims, damages, or losses are caused by Grantor's negligent or intentional act(s).

Containing a total of 0.20 acres, more or less.

Subject to existing right of way, assessments, easements, restrictions, and reservation of record, if any.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the undersigned have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

LANE COUNTY, a political subdivision of the State of Oregon

\_\_\_\_\_  
Steve Mokrohisky,  
County Administrator

This instrument was acknowledged before me on \_\_\_\_\_, 2022 by STEVE MOKROHISKY, who is the COUNTY ADMINISTRATOR of LANE COUNTY, a political subdivision of the State of Oregon, on behalf of Lane County by authority of its Board of Commissioners

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

This conveyance is accepted and approved  
for recording on behalf of the City of Lowell  
pursuant to ORS 93.808.

\_\_\_\_\_



ATTACHMENT A  
LEGAL DESCRIPTION  
County Surplus Land (South Portion)  
19-01-14  
West Boundary Road, Road No. 360

A tract of land lying in the Southeast one-quarter of the Northwest one-quarter (SE ¼ NW ¼ ) of Section 14, Township 19 South, Range 1 West of the Willamette Meridian, Lane County, Oregon, and being a portion of that tract of land conveyed to LANE COUNTY, a political subdivision of the State of Oregon, by that certain deed recorded February 15, 1965, Recorder's Reception Number 92323, LANE COUNTY OREGON DEED RECORDS, including portions of land bounded by the southerly and northerly extensions of Blocks 10 and 11, respectively, of the Plat of Lowell, as platted and recorded on Book 4, Page 37, in Lane County Plat Records, Lane County Oregon, being the easterly margin of Pioneer Street and the westerly margin of Hyland Street, respectively, and south of a strip of land, variable feet in width lying in County Road Number 360, Blakely Road, also known as West Boundary Road, the centerline and widths in feet being described as follows:

Beginning at Engineer's Centerline Station L 0+00, said station being 762.06 feet South and 1118.71 feet West of the initial point of Meadows Addition to Lowell as Platted and recorded in Book 4, Page 56, Lane County Oregon Record of Plats; run thence South 68° 39' East 983.27 feet; thence on a 409.29 feet radius curve right (the long chord of which curve bears South 53° 48' 45" East 209.61 feet) a distance of 211.96 feet, thence South 38°58'30" East, 30.37; thence on a 572.96 feet radius curve (the long chord of which bears South 47°57'53" East 179.06 feet) a distance of 179.79 feet, then South 56°57'15" East, 229.25 Feet to Engineer's Centerline Station L16+34.64.

The widths in feet of the strip of land herein described are as follows:

<u>STATION TO STATION</u>		<u>NORTH SIDE OF CENTERLINE</u>	<u>SOUTH SIDE OF CENTERLINE</u>
L 0+00.00	L 10+08.66 POC	30.00 feet	
L 10+08.66	L 10+08.66 POC	30.00 feet tapering on a straight line to 30.85 feet	
L 10+08.66	L 10+30.27 POC	30.85 feet tapering on a straight line to 71.25 feet	
L 10+30.27	L 11+06.51 POC	71.25 feet tapering on a straight line to 40.53 feet	
L 8+31.67	L 8+55.00		70.00 feet tapering to 30.00 feet
L 8+55.00	L 10+50.00 POC		30.00 feet
L 10+50.00	L 10+99.90 POC		30.00 feet tapering to 55.74 feet
L 10+99.90	L 11+62.79 POC		55.74 feet tapering to 30.00 feet

**EXCEPT** all that land conveyed to Stan Mansfield and Aulber Carter by that certain deed recorded June 7, 1989, Recorder's Reception Number 24411, LANE COUNTY OREGON DEED RECORDS;

The tract of land to which this description applies contains 8,624 square feet, more or less exclusive of existing right of way.

# ATTACHMENT B

NW 1/4, SEC. 14, T19S, R1W, W.M.

19-01-14-23-08700  
Gardner, Kent  
Site Addr: 100 N. Moss Street

19-01-14-24-04500  
City of Lowell  
Site Addr: None  
{R1576/8924411 & R1656/9046777}

Pioneer Street

10+00

Hyland Lane



(Former SPRR Centerline, C.R. R/W)

North Shore Drive  
(Blakely Road, County Road #360)

West Boundary Road  
(Blakely Road, County Road #360)

S68°43'21"E

S68°43'21"E

19-01-14-00-01500  
City of Lowell  
Site Addr: None

Public Road Easement per Board Order dated  
Feb. 15, 1965, filed in Commissioner's Journal  
Reel 23, Page 890. Also see R445/73315.

L 0+00.00 P.O.T.

SOUTH PORTION SALE  
TO CITY OF LOWELL

19-01-14-23-08800  
City of Lowell  
Site Addr: 100 E. North Shore Dr.  
{R445/73315}

R 1251+00.00 P.O.T.

S80°07'08"E

Pioneer Street  
(County Road #360)

19-01-14-24-02100  
City of Lowell  
Site Addr: 205 E. Main Street

19-01-14-24-02200  
City of Lowell  
Site Addr: None

L3 Centerline Data  
19" C.R.  
A = 30°26'33"  
R = 301.56'  
L = 160.42'  
T = 82.05'  
CH = 158.35'  
SS33°30'04"E

R 1254+50.00 P.O.T.

L3 11+63.44 P.T.

S38°10'48"E



Lane County Excess Land  
Proposed to be Disposed



PRINT SCHEDULE  
Nov. 2, 2020 mjb  
Dec. 6, 2021 jpb

LANE COUNTY DEPARTMENT OF PUBLIC WORKS  
**WEST BOUNDARY ROAD**  
PROPOSED DISPOSITION OF COUNTY OWNED PROPERTY  
TO THE CITY OF LOWELL  
PEGGY KEPPLER COUNTY ENGINEER  
DAN HURLEY DIRECTOR OF PUBLIC WORKS  
COUNTY ROAD LEGAL NO. 360 MAINTENANCE NO. W-6270  
SCALE: 1:40 SHEET 1 OF 1

EXHIBIT C  
GIS MAP  
County Surplus Land (South Tract)  
19-01-14  
West Boundary Road, Road No. 360



# Agenda Item Sheet

## City of Lowell City Council

Type of item:	Other
---------------	-------

### Item title/recommended action:

Motion to approve a "Profit sharing agreement" with ThriftBooks Global LLC and to authorize the City Administrator to sign. – Discussion/ Possible action

### Justification or background:

Staff are requesting City Council approval of an agreement with ThriftBooks. This will allow us to dispose of unneeded books while being able to earn some money to go towards buying new books.

### Budget impact:

TBD - Estimated at less than \$5,000

### Department or Council sponsor:

Library

### Attachments:

"Profit sharing agreement"

Meeting date:	06/07/2022
---------------	------------

## **PROFIT SHARING AGREEMENT**

This profit sharing and bailment agreement (the “Agreement”) is made as of **June 01, 2022**, by and between ThriftBooks Global LLC, a Washington limited liability company (“Book Seller”) and **City of Lowell** (“Supplier”)

A. Book Seller offers internet-based sales of used materials, including books and audio-visual materials in most formats (collectively the “Materials”); and

B. Supplier has Materials available for sale and wishes to engage Book Seller to sell such Materials.

Accordingly, the parties agree as follows:

1. Shipments of Materials to Book Seller.

- (a) Supplier will ship to Book Seller Materials that are deemed surplus from the Supplier. All such Materials will be shipped by Book Seller to Book Seller’s warehouse, and Book Seller will pay [50]% of the cost for shipping such Materials to Book Seller. Supplier’s share of such shipping costs will either be paid directly by Supplier to the carrier or paid as a reimbursement to Book Seller out of Supplier’s net sales proceeds.
- (b) All Materials shipped to Book Seller shall be of merchantable quality.
- (c) Supplier will bear all risk of loss of the Materials at all times, including during shipment to Book Seller’s warehouse.

2. Bailment Contract. This Agreement is a bailment contract. Supplier will bail the Materials to Book Seller pursuant to the terms of this Agreement, and Book Seller acknowledges that it has no rights to the Materials conveyed to it and no responsibilities with respect to the Materials except as specifically provided in this Agreement. Supplier will keep the Materials free of any liens, encumbrances, or other security interests.

3. Sale of Materials by Book Seller.

- (a) Upon receipt of the Materials, Book Seller will inventory and determine the salability of Materials. Materials determined by Book Seller in its sole but reasonable discretion to be saleable and of merchantable quality (“Saleable Materials”) will be offered for sale by Book Seller on [www.thriftbooks.com](http://www.thriftbooks.com) and on various third-party marketplace sites.
- (b) Book Seller will be responsible for (i) setting the sales price for all Materials that are sold, (ii) monitoring sales activity, and (iii) adjusting the sales price where necessary, in its sole discretion, to sell the Materials. Book Seller may sell Materials at prices that may yield no net proceeds, though Book Seller will not charge Supplier for the loss on the sale of Saleable Materials. Supplier will have no right to withhold its consent to any sale once the Materials have been sent to Book Seller.
- (c) Book Seller will ship the Materials to consumers. Book Seller may choose the method of shipment (domestic and/or international) it deems appropriate and that will yield delivery in a timely manner, or as is directed by Book Seller’s customer. Book Seller will handle all return receipts, inventory reprocessing, communications with the consumer, and refunds.

- (d) Book Seller may liquidate all Non-Saleable Materials. For purposes of this Agreement, “Non-Saleable Materials” means all Materials received by Book Seller from Supplier that Book Seller determines in its sole but reasonable judgment: (i) not to be Saleable Materials as described in Section 3(a), or (ii) to be Saleable Materials as described in Section 3(a), but that are given away by Book Seller as part of any charitable initiative, Reading Rewards program redemption, or similar circumstance. For the avoidance of doubt, Non-Saleable Materials include, but are not limited to, Materials that Book Seller determines in its sole but reasonable discretion are not of merchantable quality or are otherwise only suitable to be (1) sold in bulk quantity at wholesale, (2) sold in bulk “by the foot” for decorative purposes, (3) sold as recycling, or (4) donated to charity.

#### 4. Payment Terms.

- (a) Book Seller will pay to Supplier [45]% of the net proceeds of all Saleable Materials, less Supplier’s share of inbound shipping costs as described in Section 1(a) herein.
- (b) The net proceeds on Saleable Materials sold by Book Seller will equal the gross sales price for the individual item, including shipping revenue, less sales, use, and/or value added tax, as applicable, and a fee to Book Seller designed to recover the following costs, averaged on a per book basis, (i) online sales fees charged to Book Seller by marketplace web sites, or as applicable, for sales on Book Seller’s owned sites, reasonable sales costs incurred by Book Seller for advertising, marketing, credit card transaction fees, and any other costs and expenses that would have been charged to Book Seller by marketplace sites had such sales taken place on such marketplace sites, including a reasonable profit margin, (ii) production costs, customer service costs, and pick, pack, and ship costs to fulfill the order for the customer, (iii) refunds and returns to customers, and (iv) Book Seller’s disposal costs for Non-Saleable Materials.
- (c) Book Seller will provide Supplier with payment within 30 days of the end of each full calendar month during the term of this Agreement, unless the amount is less than \$40. If the amount is less than \$40, Book Seller may wait until the accumulated amount exceeds \$40 and then tender payment to the Supplier with the next monthly payment after such amount equals or exceeds \$40. Supplier must deposit all checks from Book Seller within 90 days of receipt. Checks not deposited within 90 days of receipt will only be reissued by Book Seller one time, and if any second check remains undeposited after the 90-day period to deposit such second check, any future payments to Supplier will only be made by ACH. If in such event Supplier fails to provide ACH payment information within 21 days of a request by Book Seller, Supplier will forfeit all profit share payments attributable to the time period prior to Supplier finally providing its ACH payment information.
- (d) Book Seller will provide Supplier a monthly report showing for the prior month the number of units Book Seller possesses, the weight of materials received from Supplier during the month, the number of units accepted as Saleable Materials, the number of units rejected as Non-Saleable Materials, the number of units sold, the net sales revenue collected, the total sales costs, adjustments, if any, for inbound shipping costs, and the total profit share payable to the Supplier.
- (e) If any Saleable Material item is not sold within two months from the time Book Seller lists it, and if Book Seller, in its sole discretion, determines at or after that time that it will not be able to sell the item on its website or through marketplace sites, Book Seller will liquidate the item as Non-Saleable Material. Any benefits of liquidation of Non-Saleable Materials will inure to the benefit of Book Seller.

5. Term.
- (a) This Agreement will remain in effect for a period of **3 years** unless earlier terminated by either party by notice to the other party, which notice must be given at least thirty (30) days in advance of the termination date.
  - (b) This Agreement will automatically renew at the end of the term for subsequent one-year terms unless terminated by either party with notice as described in Section 5(a) herein. Upon termination, Book Seller will sell Saleable Materials and liquidate Non-Saleable Materials still in Book Seller's inventory according to the terms of this Agreement.
6. Representations. The parties acknowledge that each is authorized to enter into this Agreement and has obtained all necessary approvals to do so. Supplier will not transfer to Book Seller any Materials Seller has reason to believe are counterfeit Materials.
7. Relationship. In performing its obligations under this Agreement, Book Seller will act as an independent contractor and not as an agent, employee, joint venture partner, or legal representative of Supplier. Neither party to this Agreement is authorized to make any statements or make representations on behalf of the other party or in any way obligate the other party, except as expressly authorized in writing by the other party or under this Agreement. This Agreement is a bailment contract and no claim of any kind against Book Seller, regardless of the legal theory, will be for damages greater in amount than the value of the Materials in the possession of Book Seller at the time of such claim and any amounts due to Supplier pursuant to this Agreement for Book Seller's sale of Materials.
8. Succession and Assignment. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. No party may assign any of its rights, interests, or obligations under this Agreement without the prior written approval of the other party, unless the assignment is in connection with the sale of all or substantially all of Book Seller's business or assets. Approval to assignment will not be unreasonably withheld.
9. Severability. If any provision of this Agreement is for any reason found to be unenforceable, all other provisions of this Agreement will remain enforceable.
10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Washington without giving effect to any choice or conflict of law provision, and any suit to enforce a provision of this Agreement will be brought exclusively in a court in Seattle, Washington, whether federal or state.
11. Amendments and Waivers. No amendment of this Agreement is valid unless it is in writing and signed by Book Seller and Supplier. No waiver by either party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
12. Headings. The headings have been inserted for convenience only and are not part of this Agreement.
13. Notices. All notices and other communications relating to this Agreement must be in writing and be deemed effective only if delivered by hand, by facsimile, by express courier service, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to Book Seller, to:

ThriftBooks  
18300 Cascade Ave S  
Suite 150  
Tukwila, WA 98188  
Facsimile: 253-322-6164  
Attention: Kimberlee Petersen

If to Supplier, to:

**City of Lowell**  
**PO Box 490**  
**Lowell, OR 97452**  
Facsimile:  
Attention:

Either party may change the address to which notices, or other communications hereunder are to be delivered by giving the other party notice in the manner herein provided. All notices and other communications hereunder will be deemed given when they are received.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral. To the extent the terms and conditions of this Agreement conflict or are inconsistent with the terms and conditions in any purchase order, invoice or other document that is used by the parties in connection with the provision of the Services, the terms and conditions in this Agreement will prevail.
15. Counterparts. This Agreement may be executed in counterparts, including via facsimile, each of which will be deemed to be an original, but all of which together will constitute but one instrument.

\* \* \* \* \*

[SIGNATURE PAGE TO FOLLOW]



The parties hereto have caused this Sales Agreement to be executed by their authorized representative as of the date first written above.

Signatures

---

**Kimberlee Petersen**  
Sr. Director of Procurement  
Thrift Books Global

---

**Date**

---

**Name:**  
**Title:**  
**City of Lowell**

---

**Date**

# Agenda Item Sheet

## City of Lowell City Council

---

Type of item:	Contract
---------------	----------

### Item title/recommended action:

Motion to approve a grant agreement with the Roundhouse Foundation in the amount of \$20,000 and to authorize the City Administrator to sign. – Discussion/ Possible action

### Justification or background:

The City has received a \$20,000 grant from the Roundhouse Foundation to apply towards our opening day book collection/e-book subscription. Since the award is over \$5,000, City Council approval is required.

### Budget impact:

\$20,000 in non-matching grant funds

### Department or Council sponsor:

Library

### Attachments:

Agreement with Roundhouse Foundation

Meeting date:	06/07/2022
---------------	------------

# Building a New Collection for the Maggie Osgood Library in Lowell OR

---

## *2022 Spring Open Call for Proposals Process*

### *City of Lowell / Maggie Osgood Library*

---

Mr. Jeremy Caudle  
107 E. Third Street  
PO Box 490  
Lowell, OR 97452

jcaudle@ci.lowell.oregon.us  
O: 541-937-2158

### *Penny Hummel*

---

316 NE 24th Ave  
Portland, OR 97232

penny@pennyhummel.com  
O: 503-890-0494  
M: 503-890-0494

# FollowUp Form

---

## Grant Agreement

---

The Trustees of the Roundhouse Foundation have recently authorized approval of your Grant Request in the amount, for the purposes, and subject to the special conditions (if applicable) indicated below. **In order for grant awards to be distributed, this Grant Agreement must be submitted.**

For any communications/media needs including Foundation logos, draft press releases, etc., please utilize our **Media Kit**, available on our website or get in touch with us using the contact information below.

As you complete this agreement, please don't hesitate to contact us with any questions. We look forward to our partnership!

**Contact us:**

grants@roundhousefoundation.org  
541-904-0700

## EIN

Govt Entity - Municipality

## Primary Organization Name

City of Lowell

## Proposal Name\*

Building a New Collection for the Maggie Osgood Library in Lowell OR

## Total Amount Awarded

\$20,000.00

## Special Conditions

Any special conditions associated with this request are indicated below. If this space is blank, there are no special conditions associated with this request.

The Roundhouse Foundation is pleased to support your organization with a grant for the purposes as specified in your application. No special conditions apply.

## Special Conditions Acknowledgment\*

**Please select the option below to acknowledge you have read and agree to the special conditions listed above.**  
*Please select the option below, even if box above is blank or no special conditions apply.*

## Charitable Purpose Agreement\*

By depositing or accepting the gift funds into your organization's account, you acknowledge the following:

1. You are recognized as a public charity under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), OR
2. You are a tribal or governmental entity and pursuant to Section 170(c)(1) of the Code you will use the grant funds exclusively for public purposes.

In addition, you agree that the grant will be used for charitable or educational purposes as set forth in your grant application to Roundhouse Foundation. You may not use the funds to conduct lobbying or political activity or for any non-charitable purpose.

**Please select the option below to acknowledge you have read and agree to the information above.**

### Reporting Requirements\*

By accepting the grant funds, your organization agrees to complete a **Final Grant Report** as part of the necessary reporting requirements. The Final Grant Report will serve as a record of what has been achieved with the grant issued by the Roundhouse Foundation.

**We offer two reporting formats:**

- an electronic written report to be submitted in our grants portal OR
- a 30- to 60-minute verbal grant report with a Foundation representative.

Whether written or verbal, instructions for reporting will be delivered in a follow-up email when the report has been assigned. The reporting form can be accessed in the grants portal at any time for review, but is to be completed **no later than one year following grant approval**, unless an extension is requested and approved by a Foundation representative.

Completion of a Final Grant Report, whether written or verbal, is a condition to receiving future grants from the Roundhouse Foundation.

**With the above in mind, please select your preferred reporting format below.**

### Sharing Permissions\*

Roundhouse Foundation strives to showcase the work of our grant partners in our publications (e.g. social media, website, reports) in order to inspire and inform others about your mission and programs. Additionally, we work closely with other regional funders to leverage support for new and existing grant partners.

**Can Roundhouse Foundation promote your work in our publications and share your proposal with other funders?**

### Receiving Funds\*

For security purposes, Roundhouse Foundation prefers to disburse grant payments electronically ("EFT") as opposed to via paper checks whenever possible.

However, we recognize not all organizations have EFT capabilities. If your organization requires paper check payment, please reach out to our office at 541-904-0700 or [grants@roundhousefoundation.org](mailto:grants@roundhousefoundation.org) to confirm a secure mailing address.

If EFT is selected, instructions to complete an electronic payment authorization form will be emailed within one week following submission of this Grant Agreement.

**With the above in mind, please select between the two payment options below:**

#### Electronic Signature

**Important!** By entering data into the following field calling for insertion of your Name, Title, and Date, you are:

- (1) representing that you are an officer or other agent for the Applicant duly authorized to enter into legally binding agreements on behalf of the Applicant.
- (2) agreeing to submit this grant agreement in an electronic form on behalf of the Applicant which shall be bound by its contents as an electronic transaction.
- (3) agreeing that you provided true, accurate, current and complete information.
- (4) agreeing that your insertion of data into these following fields constitutes an electronic signature.

**Name, Position Title, Date\***

## File Attachment Summary

---

### *Applicant File Uploads*

*No files were uploaded*

# Agenda Item Sheet

## City of Lowell City Council

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

### Item title/recommended action:

Motion to approve the purchase of 100 AMI flowQ 2250 from Correct Equipment in the amount not to exceed \$30,000 and to authorize the City Administrator to sign. – Discussion/  
Possible action

### Justification or background:

This is to request authorization for another set of 100 water meters to continue the city-wide replacement program. ARPA funds budgeted in the Water Fund will pay for the water meters. The vendor has informed us to expect a 20% price increase for orders placed after July 1.

### Budget impact:

\$29,815 for meters; total including shipping not to exceed \$30,000.

### Department or Council sponsor:

Water Department

### Attachments:

Quote 5479

Meeting date:	06/07/2022
---------------	------------





14576 NE 95th St  
Redmond, WA 98052  
877-371-4555

Quote

Date	Quote #
5/5/2022	5479

Name / Address
City of Lowell 107 E 3rd ST Lowell, OR 97452

Job Name		Terms	Rep	Project
		NET 30 Days	TRO	
Item	Description	Qty	Cost	Total
02A-01-D18B-8UP	02A-01-D18B-8UP AMI flowQ 2250 25 GPM 5/8" x 3/4" x 7 1/2" Configuration Code : 801-16-002-0000-4-3-6-6-01-230-1-3-01-002	100	298.15	29,815.00T
Freight	Freight Estimate (prepay and add)*****Freight is only Estimated and will be adjusted upon delivery. Please note: Your freight charges may differ from the freight estimated OR Sales Tax	1	135.00	135.00T
			0.00%	0.00
		<b>Total</b>		
		\$29,950.00		