

**Lowell City Council  
Regular Meeting  
Tuesday, April 4, 2023 at 7:00 p.m.**

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

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

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

#### Call to Order/Roll Call/Pledge of Allegiance

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

#### Approval of Agenda

#### Consent Agenda

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

#### 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

Public Hearings

Old Business

New Business

1. Follow up discussion on water and park system development charge updates. – Discussion  
Presenter: Matt Wadlington, P.E. – Civil West Engineering
2. Follow up discussion on solid waste franchise ordinance. – Discussion
3. Motion to adopt Resolution 799, “A resolution establishing 70 North Pioneer Street as the location for Lowell City Hall and the Maggie Osgood Library.”

Other Business

Mayor Comments

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

Adjourn the Regular Meeting

# Agenda Item Sheet

City of Lowell City Council

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

Follow up discussion on water and park system development charge updates. – Discussion  
Presenter: Matt Wadlington, P.E. – Civil West Engineering

**Justification or background:**

See attached memos.

**Budget impact:**

To be determined

**Department or Council sponsor:**

Public Works/ Parks and Recreation

**Attachments:**

3/31/23 memo from City Administrator; 3/31/23 memo from City Engineer; calculated SDC costs and project list; water and parks SDC comparisons; water and parks SDC graphs; info on Bipartisan Infrastructure Law.

Meeting date:	03/21/2023
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City Administrator's Office  
P.O. Box 490 Lowell, OR 97452  
Phone: 541-937-2157  
Email: admin@ci.lowell.or.us

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**To:** Mayor Bennett and City Council  
**From:** Jeremy Caudle, City Administrator  
**Date:** Friday, March 31, 2023  
**Re:** Follow up on SDC update project

# MEMO

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Staff request a decision from City Council on a final system development charge (SDC) for both the water and parks systems. Staff will enter this SDC amount in a resolution for City Council adoption at a future meeting.

At the February 21 meeting, feedback that staff received from City Council included the need for more information on grant funding opportunities, as well as a prioritization of water and parks system needs. At the April 4 meeting, the City Engineer will be present to walk the City Council through these issues.

Prior to next week's discussion with the City Engineer, I offer the following recommendations to guide the decision-making process. First, I'll discuss the issue of future grant funding. Next, I'll discuss project prioritization.

## **1. Future grant funding**

I've asked the City Engineer to come prepared to discuss grant funding opportunities for water systems. This includes a look at the program eligibility for most likely grant opportunities.

Grant funding is not guaranteed. Many grants are competitive. Funding sources for grants fluctuate from one year to the next. Circumstances such as economic recessions and changing priorities with new elected officials inject uncertainty in our planning around future grant sources.

In reviewing the grant funding opportunities, however, City Council may determine that it is more likely than not that grants will pay for certain projects. In that case, the City Council may wish to delete those projects from the SDC calculation, with the understanding that the projects should be funded through grants alone. Another option is to assume that grants will fund a percentage of the project, with SDCs or loan paying for the rest. Either decision will reduce the SDC amount.

Due to the uncertainty around future grant opportunities, the decision to reduce SDCs based on these grants requires a judgment call from City Council. The most conservative

course for the City is to assume that we must completely rely on development to pay for itself. In that case, the SDC would remain as currently calculated.

After this report, you'll find a table of everything that I found related to water projects under the Bipartisan Infrastructure Law. I expanded the funding programs where the City appears to meet eligibility requirements. I've provided this for your information. This could assist you in determining if federal funding sources are likely. Staff have not had the opportunity yet to review these funding sources in detail.

A report prepared for the Oregon Housing and Community Services provides an explanation of the "evolving fiscal context" of state and federal funding for local infrastructure. This includes a discussion on the Bipartisan Infrastructure Law.<sup>1</sup> City Council may also find this information useful.

## **2. Project prioritization**

I've also asked the City Engineer to describe each project in more detail. That way, the City Council can decide which projects are high, medium, and low priorities over the planning period. With this information, City Council may decide to reduce SDCs to a rate sufficient to cover high and medium projects. A future City Council would then have to decide how to fund the lower priority projects in the years ahead.

Several competing values apply in this tradeoff between reducing SDCs by deleting projects versus keeping SDCs at the level necessary to fund all projects. The discussion below highlights some of these values to facilitate the discussion, though this is not meant to be comprehensive. City Council may determine that other values apply and should be included in the discussion.

### Affordability

The first is affordability. Higher SDC costs will increase the cost of housing. This could affect housing affordability, as well as a developer's decision on if a building project is feasible. In Lowell, SDC costs equal 2.231% of a \$400,000 home. If the City increases SDCs to the maximum allowable amount, then SDCs will equal 4% of a \$400,000 home. According to ECONorthwest's study of SDCs across the state:

...the average SDC rate for single-family housing in Oregon (roughly \$15,050 according to the 2022 data by FCS GROUP) would make up about 3.0 percent of the total development costs of a typical, newly built, medium-sized single-family dwelling in a moderate-cost region in the state (e.g., the mid-Willamette Valley)....In comparison, land costs would make up an estimated

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<sup>1</sup> *Oregon system development charges study: Why SDCs matter and how they affect housing.* Prepared by ECONorthwest on behalf of Oregon Housing and Community Services. December 2022. (Pages 11-19.) Accessed 3/31/23 via: < [https://www.oregon.gov/ohcs/development/Documents/Oregon%20SDC%20Study\\_FinalReport\\_121422.pdf](https://www.oregon.gov/ohcs/development/Documents/Oregon%20SDC%20Study_FinalReport_121422.pdf)>.

20.7 percent of total development costs, construction “hard” costs (labor and materials) about 66.9 percent, and other costs (e.g., financing, permit fees, design and engineering, survey, etc.) about 9.4 percent.

The example “Medium Single-Family Dwelling” assumes a 2,000 square-foot (sq. ft.) unit, a two-car garage, density of 6.7 units per acre, and development costs of \$479,000 per unit, excluding the SDC amount.<sup>2</sup>

In the same report, ECONorthwest compiles “SDCs share of total development costs by market context area and housing type.” For example, for a small single-family in the Cascades region, SDCs as a percentage of development costs are 3.3%.<sup>3</sup> Appendix E in the report also lists SDCs for all cities in the state for the years of 2007 and 2022.<sup>4</sup>

At the maximum allowable amount of \$15,998, Lowell’s SDCs across all categories is roughly equal to the average rate that ECONorthwest calculated. As shown in the benchmark study at the last City Council meeting, the maximum allowable rate is also in the middle compared to 13 peer cities that we selected.

If City Council decides that housing affordable is a criterion for deciding SDCs, then City Council must weigh if the calculated SDC amount negatively affects housing affordability. If so, City Council may decide to implement SDCs at an amount lower than the calculated amount.

### Funding fairness

Values related to the fairness of how the City pays for infrastructure also arise in this discussion. At the calculated amount, future development will pay for its share of capacity increases needed to serve that development. This benefits current residents. If future development pays for itself, then current residents will not be required to pay rate increases needed to pay for the infrastructure costs of that future development.

As ECONorthwest describes:

Existing residents also benefit from SDCs by reducing the need for jurisdictions to increase utility rates, pass General Obligation (GO) bonds that increase property taxes, or implement other funding mechanisms that could increase their costs. While not all of a jurisdiction’s capital needs are related to growth and eligible for SDC funding, being able to draw on SDCs for costs that are eligible means less cost needs to be allocated to ratepayers or property owners. Without SDCs, existing residents may have to pay for

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<sup>2</sup> Ibid., p. 75.

<sup>3</sup> Ibid., p. 194.

<sup>4</sup> Ibid., pp. 182-185.

capital improvement projects related to growth through higher utility bills or property taxes.

...[W]hile utility rates may not be problematic for a median-income household, they can be burdensome for low-income households because utility rates and costs do not generally scale with income.<sup>5</sup>

If City Council decides that fairness towards current rate payers is a criterion for deciding SDCs, then City Council must weigh if a discounted SDC disproportionately burdens current rate payers. If the answer is “yes,” then City Council may decide to implement SDCs at a level sufficient for development to pay for most, or all, of the infrastructure needed to serve that development.

### **3. Summary**

Discounting SDCs is common across the state. ECONorthwest determined that 19% of cities discount water SDC, 14% of cities discount sewer SDC, 15% discount stormwater SDC, 24% discount transportation SDC, and 29% discount parks SDC.<sup>6</sup> While most cities implement their SDCs at the calculated amount, this is not required.

Many cities decide to discount their SDCs so that development in their cities remains competitive compared to surrounding communities. For these cities, encouraging development is the overriding criterion. The tradeoff is that current ratepayers will pay for infrastructure improvements, either through rate increases or interest on loans. For other cities, ensuring that the costs of future infrastructure don't burden current rate payers is more important. The tradeoff is that the calculated SDC amount increases the cost of development, in turn affecting housing costs and the feasibility of development projects.

In making its decision, City Council can use the benchmark comparisons to see how we compare to peer cities. City Council can also determine which projects are a higher priority for funding through SDCs, as well as which projects are most likely to receive partial or complete funding through grants. City Council must exercise its judgment in deciding on an SDC rate below the calculated amount. This decision may ultimately depend on a rate that feels reasonable to the City Council, based on a balancing of the competing values described above.

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<sup>5</sup> Ibid., pp. 36-37.

<sup>6</sup> Ibid., p. 61.



**South Coast Office**  
486 E Street  
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**Willamette Valley Office**  
200 Ferry Street SW  
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**Rogue Valley Office**  
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Medford, OR 97504

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

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▪ **MEMORANDUM** ▪

<b>TO</b> City of Lowell	<b>DATE</b> 3/31/2023	<b>JOB NO</b> 2101-021
	<b>ATTN</b> Jeremy Caudle, City Administrator	
	<b>RE</b> SDC update	

Regarding the water SDC projects, this is my priority ranking:

1. New Water Treatment Plant
2. Booster Pump Station
3. New reservoir
4. Water Main Replacements

My rationale is that the WTP is currently running near capacity in the summer, just to keep up. Without additional treatment capacity, there isn't much extra capacity for growth.

The booster pump station would be second. It can be sized to provide water (including fire-flow) to high elevation development even without a new reservoir.

The new reservoir is next, since the City is currently a bit short on storage capacity. This is exacerbated by the condition of the older tank and the concern for the remaining useful life.

Lastly, the older, AC watermains should be replaced bit by bit. It probably shouldn't be done every year (just to get a better economy of scale), but it would be good to get a chunk replaced every other year.

Other water projects are not SDC eligible.

Regarding potential funding sources,

1. Grants and Loans
  - a. [Business Oregon](#) manages most of the programs which the City would be eligible for. These include:
    - i. [Water/Wastewater \(W/W\) Financing Program](#). This is mostly loan money, but generally a portion is awarded as a grant or forgivable loan. Recently I've seen this between 10 and 20% of the project costs.
    - ii. [Special Public Works Fund \(SPWF\)](#) – This program is geared mainly towards public infrastructure projects that provide job growth. Downtown development would be a good one to look at this fund for support.
    - iii. [Safe Drinking Water Revolving Loan Fund \(SDWRLF\)](#) – is similar to the W/W program in that it provides loans with a portion eligible for grants or forgivable loan.
    - iv. [Community Development Block Grant \(CDBG\)](#) – This program awards grants for projects that benefit low income communities. Lowell is currently not eligible for this based on

**Civil West**

Engineering Services, Inc.



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- income levels, but there are some other objectives which might be argued. I've included this because of this possibility.
- b. [USDA – Rural Development](#) also provides loan and grant program, but these are generally focused more on low income and rural development. USDA funded projects also generally have higher environmental costs. Primary programs include:
    - i. [Water and Wastewater Revolving Loan Fund](#) – This program is generally limited to a \$200,000 maximum award and is usually 100% loan.
    - ii. [Water & Waste Disposal Loan and Grant Program](#) – This program is again geared toward low income, financially distressed communities. I don't think Lowell is eligible for this funding.
  2. Bonds – Projects may be funded by bonds that the City sells and would repay.
    - a. General Obligation (G.O.) Bonds are issued by the City and are not secured by assets. These would generally result in an additional taxation of property owners.
    - b. Revenue Bonds are not backed by taxing power, but by revenue generated from the utility. i.e. water fees.
  3. Government appropriations – Another funding source would be by direct appropriation of State or Federal monies. This is usually done when a state or local representative sponsors a bill which includes money earmarked for the City. Not common unless there are extenuating circumstances.

Copy To: File

<b>PARKS SUMMARY</b>		<b>Existing Users</b>		<b>Future Users</b>		<b>Proportion of Proposed SDC</b>	
	<b>Total 2022 Cost</b>	<b>%</b>	<b>Cost Share</b>	<b>%</b>	<b>Cost Share</b>	<b>%</b>	<b>Cost Share</b>
Rolling Rock Park Improvements	\$903,910	60%	\$540,732	40%	\$363,178	35%	\$1,009
Railroad Corridor Park Improvements	\$164,427	60%	\$98,363	40%	\$66,064	6%	\$184
Paul Fisher Park Improvements	\$504,596	60%	\$301,857	40%	\$202,740	20%	\$563
Paul Fisher Park Replacements	\$28,935	100%	\$28,935	0%	\$0	0%	\$0
Cannon Street Festival Area Improvement	\$338,498	60%	\$202,494	40%	\$136,004	13%	\$378
0.45 Acre Mini Parks	\$54,000	0%	\$0	100%	\$54,000	5%	\$150
1.4 Acre Neighborhood Parks	\$168,000	0%	\$0	100%	\$168,000	16%	\$467
0.3 Mile Trails	\$38,016	0%	\$0	100%	\$38,016	4%	\$106
<b>Total Park Costs</b>	<b>\$2,200,382</b>		<b>\$1,172,381</b>		<b>\$1,028,002</b>		
divided by future EDU to be served					÷ 360		
<b>EQUALS PARK SDC</b>					<b>\$2,856</b>		

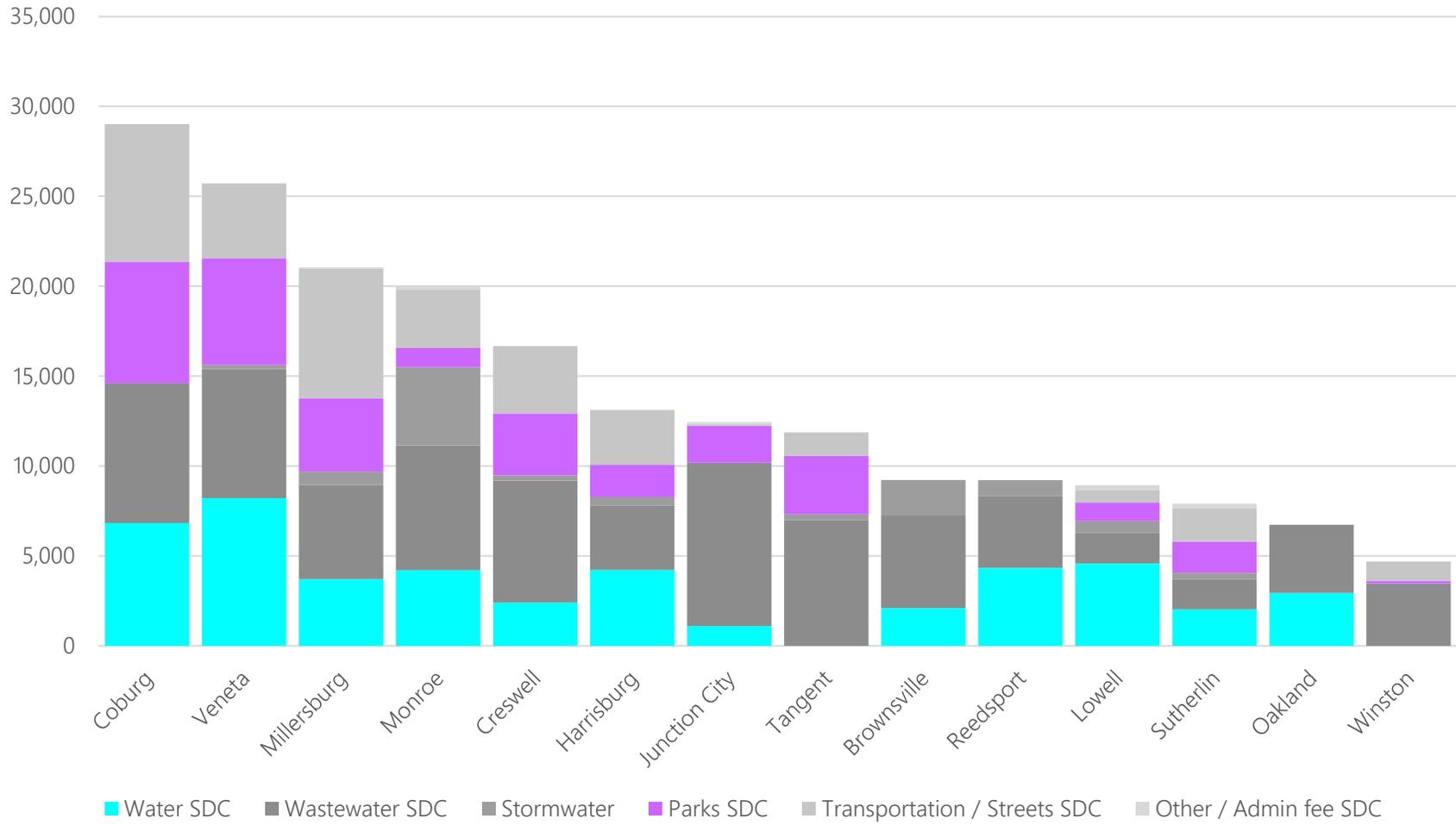
<b>WATER SUMMARY</b>		<b>Existing Users</b>		<b>Future Users</b>		<b>Proportion of Proposed SDC</b>	
	<b>Total 2022 Cost</b>	<b>%</b>	<b>Cost Share</b>	<b>%</b>	<b>Cost Share</b>	<b>%</b>	<b>Cost Share</b>
New 500 GPM Water Treatment Plant	\$2,149,443	60%	\$1,283,569	40%	\$865,873	26%	\$2,532
0.8 MG Reservoir - Upper Pressure Zone	\$1,783,243	58%	\$1,025,364	43%	\$757,878	23%	\$2,216
500 GPM Booster Pump Station	\$500,000	0%	\$0	100%	\$500,000	15%	\$1,462
Water Main Replacements	\$2,964,500	58%	\$1,728,304	42%	\$1,236,197	37%	\$3,615
SRAMP Backbone Upgrades	\$2,912,325	100%	\$2,912,325	0%	\$0	0%	\$0
Air Burst Retrofit	\$122,097	100%	\$122,097	0%	\$0	0%	\$0
Fire Protection Upgrade Project	\$386,947	100%	\$386,947	0%	\$0	0%	\$0
<b>Total Water Costs</b>	<b>\$10,818,554</b>		<b>\$7,458,606</b>		<b>\$3,359,948</b>		
divided by future EDU to be served					÷ 342		
<b>EQUALS WATER SDC</b>					<b>\$9,824</b>		

Residential water and parks System Development Charges for cities in Oregon that are geographically and demographically similar to Lowell, OR:

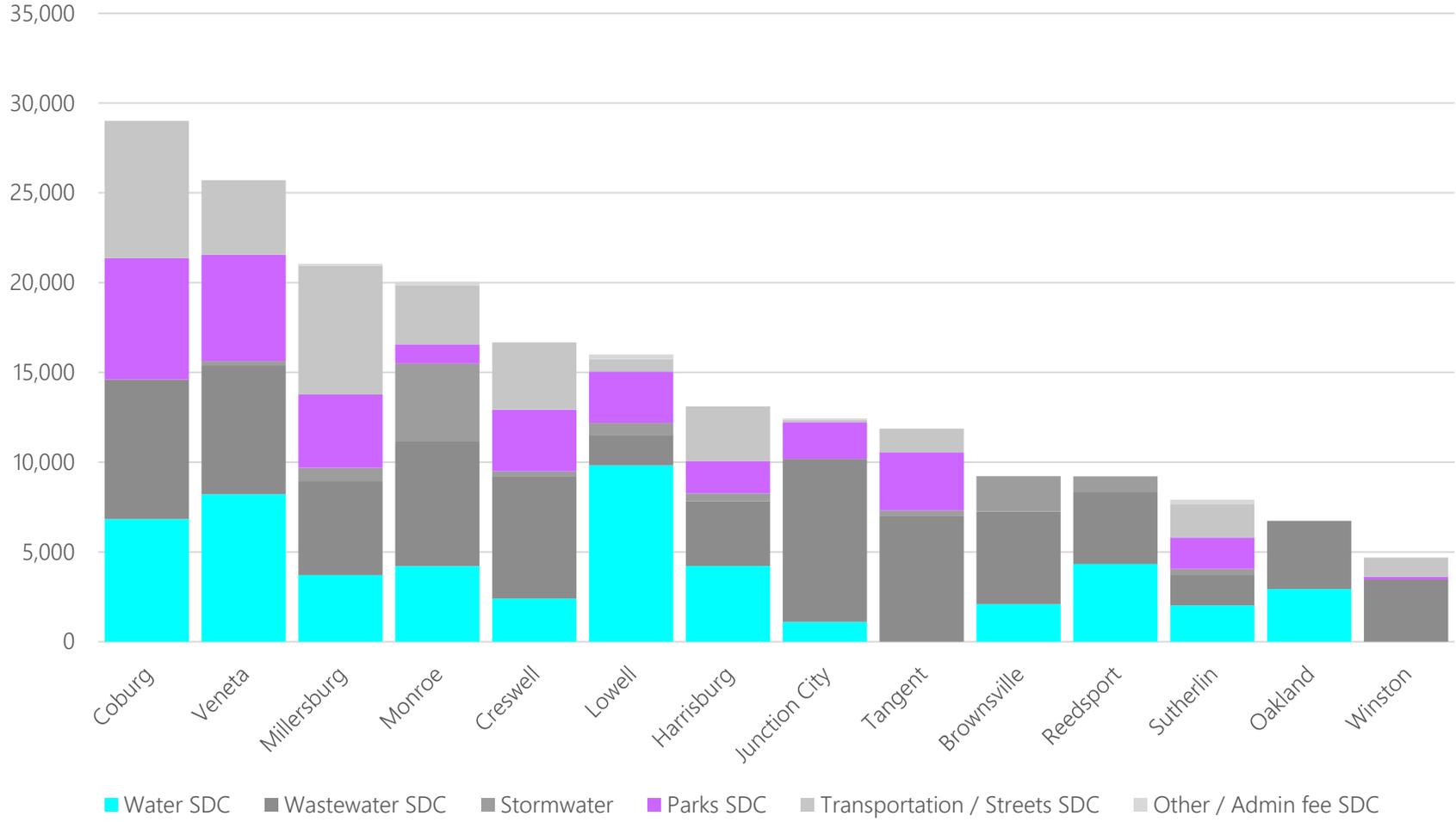
<b>Water System Development Charges</b>								
<b>Geographically Close</b>				<b>Similar Population</b>				
<b>City/Town</b>	<b>SDC fee</b>	<b>Year</b>	<b>Source</b>	<b>City/Town</b>	<b>Population</b>	<b>SDC fee</b>	<b>Year</b>	<b>Source</b>
Lowell	\$9,824	2023	Proposed	Lowell	1290	\$9,824	2023	Proposed
Cottage Grove	\$6,940	2008	<a href="https://www.cottagegroveor.gov/publicworks/">https://www.cottagegroveor.gov/publicworks/</a>	Cascade Locks	1,398	\$1,646	2006	<a href="https://www.cascade-locks.or.us/">https://www.cascade-locks.or.us/</a>
Creswell	\$5,277	2020	<a href="https://www.ci.creswell.or.us/publicworks/">https://www.ci.creswell.or.us/publicworks/</a>	Coburg	1,322	\$5,936	2018	<a href="https://www.coburgoregon.org/planning/">https://www.coburgoregon.org/planning/</a>
Junction city	\$1,100	2021	<a href="https://www.junctioncityoregon.gov/">https://www.junctioncityoregon.gov/</a>	Adair Village	1,318	\$7,855	2019	<a href="http://adairvillage.org/wp-content/">http://adairvillage.org/wp-content/</a>
Sweet Home	\$7,321	2020	<a href="https://www.sweethomeor.gov/">https://www.sweethomeor.gov/</a>	Yamhill	1,221	\$6,496	2022	<a href="https://www.oregon.gov/ohcs/">https://www.oregon.gov/ohcs/</a>
Veneta	\$7,895	2022	<a href="https://www.venetaoregon.gov/building/">https://www.venetaoregon.gov/building/</a>	Riddle	1,214	\$2,327	2022	<a href="https://www.oregon.gov/ohcs/">https://www.oregon.gov/ohcs/</a>
Coburg	\$5,936	2018	<a href="https://www.coburgoregon.org/planning/">https://www.coburgoregon.org/planning/</a>	Drain	1,174	\$1,650	2022	<a href="https://www.oregon.gov/ohcs/">https://www.oregon.gov/ohcs/</a>
				Port Orford	1,156	\$8,919	2022	<a href="https://www.oregon.gov/ohcs/">https://www.oregon.gov/ohcs/</a>
				Aurora	1,133	\$5,543	2012	<a href="https://www.ci.aurora.or.us/">https://www.ci.aurora.or.us/</a>

<b>Parks System Development Charges</b>								
<b>Geographically Close</b>				<b>Similar Population</b>				
<b>City/Town</b>	<b>SDC Fee</b>	<b>Year</b>	<b>Source</b>	<b>City/Town</b>	<b>Population</b>	<b>SDC fee</b>	<b>Year</b>	<b>Source</b>
Lowell	\$2,856	2023	Proposed	Lowell	1290	\$2,856	2023	Proposed
Cottage Grove	\$3,659	2008	<a href="https://www.cottagegroveor.gov/publicworks/">https://www.cottagegroveor.gov/publicworks/</a>	Cascade Locks	1,398	\$534	2006	<a href="https://www.cascade-locks.or.us/">https://www.cascade-locks.or.us/</a>
Creswell	\$3,439	2020	<a href="https://www.ci.creswell.or.us/publicworks/">https://www.ci.creswell.or.us/publicworks/</a>	Coburg	1,322	\$5,875	2018	<a href="https://www.coburgoregon.org/planning/">https://www.coburgoregon.org/planning/</a>
Junction city	\$2,044	2021	<a href="https://www.junctioncityoregon.gov/">https://www.junctioncityoregon.gov/</a>	Adair Village	1,318	\$992	2019	<a href="http://adairvillage.org/wp-content/">http://adairvillage.org/wp-content/</a>
Sweet Home	\$1,591	2020	<a href="https://www.sweethomeor.gov/">https://www.sweethomeor.gov/</a>	Tangent	1,231	\$3,293	2022	<a href="https://www.oregon.gov/ohcs/">https://www.oregon.gov/ohcs/</a>
Veneta	\$5,949	2022	<a href="https://www.venetaoregon.gov/building/">https://www.venetaoregon.gov/building/</a>	Yamhill	1,221	\$3,348	2022	<a href="https://www.oregon.gov/ohcs/">https://www.oregon.gov/ohcs/</a>
Coburg	\$5,875	2018	<a href="https://www.coburgoregon.org/planning/">https://www.coburgoregon.org/planning/</a>	Aurora	1,133	\$2,205	2012	<a href="https://www.ci.aurora.or.us/">https://www.ci.aurora.or.us/</a>

Comparison of Lowell vs. benchmark cities - Current SDC rates



Comparison of Lowell vs benchmark cities - Proposed SDC rates



# A GUIDEBOOK TO THE BIPARTISAN INFRASTRUCTURE LAW

**O**ur Administration is committed to maximizing transparency so communities across America know what to apply for, who to contact, and how to get ready to rebuild. That's why we've created a guidebook for state, local, tribal, and territorial leaders. This guidebook is a roadmap to the funding available under the law, as well as an explanatory document that shows, in as much detail as currently available, program-by-program information.

**[Read the Bipartisan Infrastructure Law Guidebook.](#)**

## TRANSPORTATION

The Bipartisan Infrastructure Law is a historic opportunity to repair the one-in-five miles of our roadways and more than 45,000 bridges in the United States rated as “in poor condition.” The law also contains funding to rebuild and reinvest in our railways, public transit infrastructure, and the safety of our transportation system. It further reauthorizes federal surface transportation programs for five years and invests billions in transformational projects that will create good-paying union jobs, grow the economy, and make our transportation system safer and more resilient.

**[Read more about funding for transportation projects.](#)**

- [1. Roads, Bridges, and Major Projects](#)
- [2. Passenger and Freight Rail](#)
- [3. Public Transportation](#)

[Top](#)

#### [4. Airports and Federal Aviation Administration Facilities](#)

#### [5. Ports and Waterways](#)

#### [6. Safety](#)

#### [7. Electric Vehicles, Buses, and Ferries](#)

### **CLIMATE, ENERGY, AND THE ENVIRONMENT**

Each year, millions of Americans feel the effects of climate change when their roads wash out, power goes down, or homes get flooded. The Bipartisan Infrastructure Law is a historic investment in the resiliency of our infrastructure to climate change, cybersecurity risks, and other hazards. This investment will help to protect communities against the impacts of climate changes such as droughts, heat, floods, wildfires, as well as cyber-attacks and other threats. It is also the largest investment in clean energy infrastructure in American history. The funding provided under the law will modernize our power grid; weatherize and upgrade homes, schools, businesses, and communities to make them cleaner and more affordable; and fund new programs to support the development, demonstration, and deployment of cutting-edge clean energy technologies. These investments help build an economy powered by clean energy and resilient to climate change, while creating good paying union jobs and rebuilding our domestic manufacturing base.

Currently up to 10 million American households lack safe drinking water and in too many communities, crumbling and inadequate wastewater infrastructure is a safety threat. The Bipartisan Infrastructure Law makes a historic investment in drinking water and wastewater infrastructure, to deliver clean drinking water to all American families and help to eliminate the nation's lead service lines.

#### **[Read more about funding for climate, energy, and the environment.](#)**

#### [1. Clean Energy and Power](#)

#### [2. Water](#)

#### [3. Resilience](#)

#### [4. Environmental Remediation](#)

### **BROADBAND**

Quality internet service is necessary for Americans to do their jobs, to participate equally in school learning, health care, and to stay connected. Yet,

[Top](#)

by one definition, more than 30 million Americans live in areas where there is no broadband infrastructure that provides minimally acceptable speeds – a particular problem in rural communities throughout the country. And, according to the latest OECD data, among 35 countries studied, the United States has the second highest broadband costs.

The Bipartisan Infrastructure Law will help ensure that every American has access to reliable high-speed internet through a historic investment in broadband infrastructure deployment. The legislation will also help lower prices for internet service and help close the digital divide, so that more Americans can make full use of internet access.

**[Read more about funding for broadband.](#)**

## Program Search

**[Download the guidebook data.](#)**

A data dictionary explaining what the data fields mean can be downloaded [here](#).

SHOW  ENTRIES SEARCH:

PROGRAM NAME	CATEGORY	AGENCY NAME	BUREAU NAME	FUNDING AMOUNT	FUNDING MECHANISM	NEW?
New Solar Research & Development	Clean Energy and Power	Department of Energy	Energy Efficiency and Renewable Energy	\$20,000,000	Cooperative Agreement	Yes
Assisting Federal Facilities with Energy Conservation Technologies Grant Program	Clean Energy and Power	Department of Energy	Energy Efficiency and Renewable Energy	\$250,000,000	Grant	No
National Marine Energy Centers	Clean Energy and Power	Department of Energy	Energy Efficiency and Renewable Energy	\$40,000,000	TBD	No
Watershed Rehabilitation Program	Clean Energy and Power	Department of Agriculture	Natural Resources Conservation Service	\$118,000,000	Technical and Financial Assistance	No
Grants for Energy Efficiency and	Clean Energy and Power	Department of Energy	Energy Efficiency and Renewable	\$500,000,000	Grant	Yes

[Top](#)

PROGRAM NAME	CATEGORY	AGENCY NAME	BUREAU NAME	FUNDING AMOUNT	FUNDING MECHANISM	NEW?
Renewable Energy Improvements at Public School Facilities			Energy			
Hydroelectric Production Incentives	Clean Energy and Power	Department of Energy	Energy Efficiency and Renewable Energy	\$125,000,000	Incentive Payment	No
Industrial Research and Assessment Centers	Clean Energy and Power	Department of Energy	Energy Efficiency and Renewable Energy	\$150,000,000	Grant	No
Abandoned Mine Reclamation Fund	Environmental Remediation	Department of the Interior	Office of Surface Mining Reclamation and Enforcement	\$11,293,000,000	Grant	No
Orphaned Well Site Plugging, Remediation, And Restoration	Environmental Remediation	Department of the Interior	Department-Wide Programs	\$4,677,000,000	Direct Federal Spending, Grants to States and Tribes, technical assistance Funding to InterState Oil and Gas Compact Commission.	Yes
Temporary Water Crossing Structures	Other	Department of Agriculture	Forest Service	\$50,000,000	Grant	Yes
Denali Commission: Infrastructure Fund	Other	Denali Commission	Denali Commission	\$50,000,000	Grant	No
Denali Commission: Energy Reliability & Security	Other	Denali Commission	Denali Commission	\$5,000,000	Grant	No
Denali Commission: Emergency Fund	Other	Denali Commission	Denali Commission	\$2,750,000	Grant	No
Delta Regional Authority: States' Economic Development Assistance Program	Other	Delta Regional Authority	Delta Regional Authority	\$25,000,000	Grants	No
Delta Regional Authority: Community Infrastructure Fund	Other	Delta Regional Authority	Delta Regional Authority	\$75,000,000	Grants	No
Landscape Scale Restoration Water	Other	Department of Agriculture	Forest Service	\$80,000,000	Direct Federal Spending	No

[Top](#)

PROGRAM NAME	CATEGORY	AGENCY NAME	BUREAU NAME	FUNDING AMOUNT	FUNDING MECHANISM	NEW?
Quality and Fish Passage						
Major Rehabilitation for Rivers and Harbors	Ports and Waterways	Department of Defense - Army Corps of Engineers	Corps of Engineers - Civil Works	\$1,500,000,000	Direct Federal	No
Major Shore, Housing, Aids to Navigation, Survey and Design	Ports and Waterways	Department of Homeland Security	United States Coast Guard	\$19,500,000	Direct Federal/Contract	No
Major Shore, Housing, Aids to Navigation, Survey and Design	Ports and Waterways	Department of Homeland Security	United States Coast Guard	\$120,000,000	Direct Federal/Contract	No
Major Shore, Housing, Aids to Navigation, Survey and Design	Ports and Waterways	Department of Homeland Security	United States Coast Guard	\$131,500,000	Direct Federal/Contract	No
Land Port of Entry Modernization	Ports and Waterways	Department of Homeland Security	U.S. Customs and Border Protection	\$330,000,000	Direct Federal	No
Land Port of Entry Modernization	Ports and Waterways	Department of Homeland Security	U.S. Customs and Border Protection	\$100,000,000	Direct Federal	No
Inland Waterways Projects	Ports and Waterways	Department of Defense - Army Corps of Engineers	Corps of Engineers - Civil Works	\$2,500,000,000	Direct Federal	No
Major Shore, Housing, Aids to Navigation, Survey and Design	Ports and Waterways	Department of Homeland Security	United States Coast Guard	\$158,000,000	Direct Federal/Contract	No
Reduction of Truck Emissions at Port Facilities	Ports and Waterways	Department of Transportation	Federal Highway Administration	\$400,000,000	Competitive Grant	Yes
Mississippi River and Tributaries	Ports and Waterways	Department of Defense - Army Corps of Engineers	Corps of Engineers - Civil Works	\$808,000,000	Direct Federal	No
Real Property Activities	Ports and Waterways	General Services Administration	Real Property Activities	\$3,418,008,000	Direct Federal	No

[Top](#)

PROGRAM NAME	CATEGORY	AGENCY NAME	BUREAU NAME	FUNDING AMOUNT	FUNDING MECHANISM	NEW?
Port Infrastructure Development Program Grants	Ports and Waterways	Department of Transportation	Maritime Administration	\$2,250,000,000	Grant	No
Construction of Ferry Boats and Ferry Terminal Facilities	Ports and Waterways	Department of Transportation	Federal Highway Administration	\$912,000,000	Formula Grant	No
America's Marine Highway Program Grants	Ports and Waterways	Department of Transportation	Maritime Administration	\$25,000,000	Grant	No
Corps of Engineers Operation and Maintenance	Ports and Waterways	Department of Defense - Army Corps of Engineers	Corps of Engineers - Civil Works	\$4,000,000,000	Direct Federal	No
Emergency Watershed Protection Program	Resilience	Department of Agriculture	Natural Resources Conservation Service	\$300,000,000	Technical and Financial Assistance	No
Collaborative Forest Landscape Restoration Program	Resilience	Department of Agriculture	Forest Service	\$100,000,000	Direct Federal Spending	No
Colorado River Drought Contingency Plan	Resilience	Department of the Interior	Bureau of Reclamation	\$300,000,000	Financial Assistance	No
Continuing Authorities Program (Under Flood Control Act And River And Harbor Act)	Resilience	Department of Defense - Army Corps of Engineers	Corps of Engineers - Civil Works	\$465,000,000	Direct Federal	No
Water-Related Environmental Infrastructure Assistance	Resilience	Department of Defense - Army Corps of Engineers	Corps of Engineers - Civil Works	\$200,000,000	Direct Federal	No
Watershed And Flood Prevention Operations	Resilience	Department of Agriculture	Natural Resources Conservation Service	\$500,000,000	Technical and Financial Assistance	No
Multi-Benefit Projects To Improve Watershed Health	Resilience	Department of the Interior	Bureau of Reclamation	\$100,000,000	Financial Assistance	Yes
Joint Chiefs Landscape	Resilience	Department of Agriculture	Forest Service	\$0	Direct Federal spending.	No

[Top](#)

PROGRAM NAME	CATEGORY	AGENCY NAME	BUREAU NAME	FUNDING AMOUNT	FUNDING MECHANISM	NEW?
Restoration Partnership Program						
Ecosystem - Klamath Basin	Resilience	Department of the Interior	United States Fish and Wildlife Service	\$162,000,000	Cooperative Agreement, Direct Federal Spending	No
Regulatory Program	Resilience	Department of Defense - Army Corps of Engineers	Corps of Engineers - Civil Works	\$160,000,000	Direct Federal	No
Flood and Inundation Mapping and Forecasting, Water Modeling, and Precipitation Studies	Resilience	Department of Commerce	National Oceanic and Atmospheric Administration	\$492,000,000	Various	No
Water Infrastructure Finance and Innovation Program Account	Resilience	Department of Defense - Army Corps of Engineers	Corps of Engineers - Civil Works	\$75,000,000	Credit Assistance	Yes
Restore Native Vegetation On Federal/Non-Federal Land	Resilience	Department of Agriculture	Forest Service	\$100,000,000	Direct Federal Spending	No
Capital Improvement And Maintenance - Legacy Road And Trail Remediation Program	Resilience	Department of Agriculture	Forest Service	\$250,000,000	Direct Federal Spending	No
Aquatic Ecosystem Restoration Projects	Resilience	Department of Defense - Army Corps of Engineers	Corps of Engineers - Civil Works	\$1,900,000,000	Direct Federal	No
Section 118 Of Water Resources Development Act of 2020	Resilience	Department of Defense - Army Corps of Engineers	Corps of Engineers - Civil Works	\$30,000,000	Direct Federal	Yes
Ocean And Coastal Observing Systems	Resilience	Department of Commerce	National Oceanic and Atmospheric Administration	\$100,000,000	Various	No
To Complete Or Initiate And Complete Studies That Were	Resilience	Department of Defense - Army Corps of Engineers	Corps of Engineers - Civil Works	\$45,000,000	Direct Federal	No

[Top](#)

PROGRAM NAME	CATEGORY	AGENCY NAME	BUREAU NAME	FUNDING AMOUNT	FUNDING MECHANISM	NEW?
Authorized Prior To The Date Of This Act						
Planning Assistance To States	Resilience	Department of Defense - Army Corps of Engineers	Corps of Engineers - Civil Works	\$30,000,000	Direct Federal	No
Local and Regional Project Assistance Grants (RAISE)	Roads, Bridges and Major Projects	Department of Transportation	Office of the Secretary	\$7,500,000,000	Competitive Grant	No
Water Recycling	Water	Department of the Interior	Bureau of Reclamation	\$1,000,000,000	Grant, Financial Assistance	No, however, the Authority and funding expanded in the Bipartisan Infrastructure Law
Watershed Management Projects	Water	Department of the Interior	Bureau of Reclamation	\$100,000,000	Financial Assistance	Yes
WaterSMART Grants	Water	Department of the Interior	Bureau of Reclamation	\$400,000,000	Grant	No
Water Resources Development Act Data Acquisition	Water	Department of Commerce	National Oceanic and Atmospheric Administration	\$25,000,000	Various	No
Water & Groundwater Storage, And Conveyance	Water	Department of the Interior	Bureau of Reclamation	\$1,150,000,000	Direct Federal Spending, financial assistance	No, however, the Authority and funding expanded in the Bipartisan Infrastructure Law
Water Infrastructure Improvements for the Nation, Small and Underserved	Water	Environmental Protection Agency	State and Tribal Assistance Grants	\$5,000,000,000	Grant	No

[Top](#)

PROGRAM NAME	CATEGORY	AGENCY NAME	BUREAU NAME	FUNDING AMOUNT	FUNDING MECHANISM	NEW?
Communities Emerging Contaminants Grant Program						
Rural Water Projects	Water	Department of the Interior	Bureau of Reclamation	\$1,000,000,000	Project Funding	No
Safety of Dams, Water Sanitation, And Other Facilities	Water	Department of the Interior	Bureau of Indian Affairs	\$200,000,000	Contract/Compact	No
Soil Moisture and Snowpack Pilot Program	Water	Department of Commerce	National Oceanic and Atmospheric Administration	\$1,000,000	Various	No
Water Desalination Projects	Water	Department of the Interior	Bureau of Reclamation	\$250,000,000	Financial Assistance	No
Tribal Irrigation and Power Systems	Water	Department of the Interior	Bureau of Indian Affairs	\$50,000,000	Contract/Compact	No
Underground Injection Control Grants: Class VI wells	Water	Environmental Protection Agency	State and Tribal Assistance Grants	\$50,000,000	Grant	Yes
Geographic Programs - Gulf of Mexico	Water	Environmental Protection Agency	Environmental Programs and Management	\$53,000,000	Grant	No
Aging Infrastructure Account	Water	Department of the Interior	Bureau of Reclamation	\$3,200,000,000	Spend Plan/Application	No, however, the Authority and funding expanded in Bipartisan Infrastructure Law
Central Utah Project	Water	Department of the Interior	Central Utah Project	\$50,000,000	Direct Federal Spending	No
Clean Water State Revolving Fund	Water	Environmental Protection Agency	State and Tribal Assistance Grants	\$11,713,000,000	Loans and Grants	No

[Top](#)
**FUNDING AMOUNT NOTES**

PROGRAM NAME	CATEGORY	AGENCY NAME	BUREAU NAME	FUNDING AMOUNT	FUNDING MECHANISM	NEW?
<b>PERIOD OF AVAILABILITY</b> Available until expended						
<b>RECIPIENTS</b> States initially receive funding, then provide funds to Water Utilities and/or Municipal and Other Eligible Entities. Tribes and Territories are also eligible to receive a portion of State Revolving Fund funds.						
<b>PROGRAM DESCRIPTION</b> The Clean Water State Revolving Fund program is a Federal-State partnership that provides communities low-cost financing for a wide range of water quality infrastructure projects. Under the Bipartisan Infrastructure Law, 49 percent of Clean Water State Revolving Fund funds shall be eligible to be grants or 100 percent principal forgiveness loans. The Clean Water State Revolving Fund program provides capitalization grants to States, which will provide a long-term source of State financing for construction of wastewater treatment facilities and implementation of other water quality management activities.						
<b>ELIGIBLE USES</b> Capitalization grants are available to each State and to Tribes and territories for the purpose of establishing a Clean Water State Revolving Fund. State Revolving Fund programs provide financial assistance to local communities and publicly owned treatment systems for construction of wastewater and stormwater treatment facilities and collection systems; nonpoint source pollution management; construction, repair, or replacement of decentralized wastewater treatment systems; construction of nature-based infrastructure solutions; and other uses associated with the management of wastewater and stormwater.						
<b>NEXT PROGRAM MILESTONE</b> Continue furnishing capitalization grants in FY-23						
<b>SAM.GOV LINK</b>	<a href="https://sam.gov/fal/51bb78d8816240279c54ad4a3fda4a00/view">https://sam.gov/fal/51bb78d8816240279c54ad4a3fda4a00/view</a>					
<b>STATUTORY LOCATION</b>	50210					
<b>FEDERAL COST SHARE REQUIREMENT</b> No non-Federal cost share required						

Clean Water State Revolving Fund-Emerging Contaminants	Water	Environmental Protection Agency	State and Tribal Assistance Grants	\$1,000,000,000	Grant	No
Dam Safety Program	Water	Department of the Interior	Bureau of Reclamation	\$500,000,000	Direct Federal Spending	No
Drinking Water State Revolving Fund	Water	Environmental Protection Agency	State and Tribal Assistance Grants	\$11,713,000,000	Loans and Grants	No

[Top](#)

**FUNDING AMOUNT NOTES**

**PERIOD OF AVAILABILITY** Available until expended

**RECIPIENTS**

States initially receive funding, then provide funds to Water Utilities and/or Municipal and Other Eligible Entities. Tribes and Territories are also eligible to receive a portion of State Revolving Fund funds.

**PROGRAM DESCRIPTION**

PROGRAM NAME	CATEGORY	AGENCY NAME	BUREAU NAME	FUNDING AMOUNT	FUNDING MECHANISM	NEW?
<p>The Drinking Water State Revolving Fund is a financial assistance program to help water systems and States to achieve the health protection objectives of the Safe Drinking Water Act. States are required to give priority for the use of Drinking Water State Revolving Fund project funds to: Address the most serious risks to human health, ensure compliance with the requirements of the Safe Drinking Water Act, and assist systems most in need on a per household basis according to State affordability criteria. Not all drinking water compliance problems, however, can be solved through capital financing of infrastructure improvements. Under the Bipartisan Infrastructure Law, 49 percent of funds shall be eligible to be grants or 100 percent principal forgiveness loans.</p> <p><b>ELIGIBLE USES</b>                      Capitalization grants are available to each State, and Tribes and territories for the purpose of establishing a Drinking Water State Revolving Fund. This revolving fund provides loans and grants to water systems for eligible infrastructure projects including: construction of expansion of drinking water treatment plants and/or distribution systems; improving drinking water treatment; fixing leaky or old pipes (water distribution); improving sources of water supply; replacing or constructing finished water storage tanks; other infrastructure projects needed to protect public health.</p> <p><b>NEXT PROGRAM MILESTONE</b> Continue furnishing capitalization grants in FY-23</p> <p><b>SAM.GOV LINK</b> <a href="https://sam.gov/fal/3d1d6a37ed704fdd8a12257ac80fd05b/view">https://sam.gov/fal/3d1d6a37ed704fdd8a12257ac80fd05b/view</a></p> <p><b>STATUTORY LOCATION</b> 50102</p> <p><b>FEDERAL COST SHARE REQUIREMENT</b> No non-Federal cost share required</p>						

Drinking Water State Revolving Fund Emerging Contaminants (incl. PFAS)	Water	Environmental Protection Agency	State and Tribal Assistance Grants	\$4,000,000,000	Grant	No
Drinking Water State Revolving Fund Lead Service Lines Replacement	Water	Environmental Protection Agency	State and Tribal Assistance Grants	\$15,000,000,000	Loans and Grants	No

**FUNDING AMOUNT NOTES**

**PERIOD OF AVAILABILTY** Available until expended

**RECIPIENTS**

States initially receive funding, then provide funds to Water Utilities and/or Municipal and Other Eligible Entities. Tribes and Territories are also eligible to receive a portion of State Revolving Fund funds.

**PROGRAM DESCRIPTION**

Drinking Water State Revolving Fund funding as described in the Drinking Water State Revolving Fund program, below, with eligible projects limited to lead service line replacement and associated activities related to identification, planning, design and removal. Under the Bipartisan Infrastructure Law, 49 percent of funds shall be eligible to be grants or 100 percent principal forgiveness loans.

**ELIGIBLE USES**

States receive a capitalization grant with no State match required. The States provide low interest loans, principal forgiveness, and/or grants to replace lead service lines. Further information will be forthcoming.

[Top](#)

PROGRAM NAME	CATEGORY	AGENCY NAME	BUREAU NAME	FUNDING AMOUNT	FUNDING MECHANISM	NEW?
<b>NEXT PROGRAM MILESTONE</b> Continue furnishing capitalization grants in FY-23						
<b>SAM.GOV LINK</b>	<a href="https://sam.gov/fal/3d1d6a37ed704fdd8a12257ac80fd05b/view">https://sam.gov/fal/3d1d6a37ed704fdd8a12257ac80fd05b/view</a>					
<b>STATUTORY LOCATION</b>	Division J, Title VI					
<b>FEDERAL COST SHARE REQUIREMENT</b> No non-Federal cost share required						
Geographic Programs - Chesapeake Bay Program	Water	Environmental Protection Agency	Environmental Programs and Management	\$238,000,000	Grant	No
Geographic Programs - Columbia River Basin Restoration Program	Water	Environmental Protection Agency	Environmental Programs and Management	\$79,000,000	Grant	No
Geographic Programs - Great Lakes Restoration Initiative	Water	Environmental Protection Agency	Environmental Programs and Management	\$1,000,000,000	Grant	No
National Estuary Program Grants	Water	Environmental Protection Agency	Environmental Programs and Management	\$132,000,000	Grant	No
Geographic Programs - Lake Champlain	Water	Environmental Protection Agency	Environmental Programs and Management	\$40,000,000	Grant	No
Geographic Programs - Lake Pontchartrain Restoration Program	Water	Environmental Protection Agency	Environmental Programs and Management	\$53,000,000	Cooperative Agreement (Discretionary Grants)	No
Geographic Programs - Long Island Sound	Water	Environmental Protection Agency	Environmental Programs and Management	\$106,000,000	Cooperative Agreement (Discretionary Grants)	No
Geographic Programs - Northwest Forest	Water	Environmental Protection Agency	Environmental Programs and Management	\$4,000,000	Grants and Interagency Agreements	No
Geographic Programs - Puget Sound	Water	Environmental Protection Agency	Environmental Programs and Management	\$89,000,000	Grant	No
Geographic Programs - San Francisco Bay Water Quality Improvement Fund	Water	Environmental Protection Agency	Environmental Programs and Management	\$24,000,000	Grant	No

[Top](#)

PROGRAM NAME	CATEGORY	AGENCY NAME	BUREAU NAME	FUNDING AMOUNT	FUNDING MECHANISM	NEW?
Geographic Programs - South Florida Geographic Initiatives Program	Water	Environmental Protection Agency	Environmental Programs and Management	\$16,000,000	Grant	No
Geographic Programs - Southeast New England Coastal Watershed Restoration Program	Water	Environmental Protection Agency	Environmental Programs and Management	\$15,000,000	Grant	No
Indian Health Service Sanitation Facilities Construction Program	Water	Department of Health and Human Services	Indian Health Service	\$3,500,000,000	Indian Self-Determination and Education Assistance Act Agreements, Direct Federal Spending	No
Indian Water Rights Settlements	Water	Department of the Interior	Bureau of Indian Affairs	\$2,500,000,000	Contract/Compact/Trust Fund	No

SHOWING 1 TO 86 OF 86 ENTRIES (FILTERED FROM 382 TOTAL ENTRIES)

[PREVIOUS](#) [NEXT](#)

*Last updated February 2023 – this page will be updated as more information becomes available.*

[Top](#)

# Agenda Item Sheet

City of Lowell City Council

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

Follow up discussion on solid waste franchise ordinance. – Discussion
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**Justification or background:**

See attached memo.
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**Budget impact:**

To be determined
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**Department or Council sponsor:**

Administration
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**Attachments:**

3/31/23 memo to City Council; draft ordinance and fee schedule.
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Meeting date:	04/04/2023
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City Administrator's Office  
P.O. Box 490 Lowell, OR 97452  
Phone: 541-937-2157  
Email: admin@ci.lowell.or.us

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**To:** Mayor Bennett and City Council  
**From:** Jeremy Caudle, City Administrator  
**Date:** Friday, March 31, 2023  
**Re:** Follow up on Sanipac franchise agreement

# MEMO

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Staff request final input from City Council on the draft franchise agreement with Sanipac. This is following up on the March 7 meeting, where City Council continued discussions on this issue with representatives from Sanipac. Based on the March 7 meeting, staff heard the following concerns from City Council:

- Is it possible to have a smaller rate increase for customers who are paying less than the proposed standard rate?
- Should City Hall pay for garbage service, with benefits under the franchise agreement to be directed to a Blackberry Jam Festival dumpster and roll off containers for community use only?

I will address each of these items in turn.

## 1. Rate standardization

One of City Council's concerns is around the increases that some customers will face once Sanipac implements the standardized rate structure. When Sanipac bought out Star Garbage in 2016, they inherited the rates existing at that time. Several of Sanipac's current customers are former Star Garbage customers, with rates based on the previous Star Garbage rates. Since then, Sanipac has not brought these rates up to market rates. This means that newer customers are paying above market rates to make up for the difference.

We can criticize Sanipac's business decision not to adjust the previous Star Garbage customers' rates up to market rates. Sanipac's intentions, however, are understandable. It appears that they didn't want to be the bad guy who comes to town and immediately starts increasing everyone's rates. Unfortunately, since the previous Star Garbage customers' rates have been artificially low all this time, this means that they will face increases to bring them up to the standard rate.

Recent customers, however, are getting a bad deal compared to long-time customers. They are paying above market rates to offset the rates that long-time customers are paying. Under the rate standardization, 1 out of 3 residential customers will see a rate *decrease*. If the city had not initiated negotiations to implement a franchise agreement, it's possible

they would have continued getting a bad deal. By requiring a standardized rate structure, the city is enforcing fairness for current and future customers who are paying more than long-time customers for the same service.

On March 31, Mayor Bennett and I met with Sanipac representatives at their Eugene office to review current and proposed rates at the individual account level. We found that the proposed rate schedule is based on a simple calculation. Sanipac has calculated the average, rate for each rate classification. They multiplied the average by the CPI for this year, as well as by an amount to factor in the city franchise fee. The resulting number is the 2023 proposed rate. Thus, everyone's rates are based on the current average for that customer class. In my professional opinion, this is an objective standard that is fair for everyone.

#### Communication plan for customers

Sanipac has identified that 101 customers (residential and customer) will face an increase of 14% or greater. Sanipac's plan is to call each of these customers to inform them of the planned increases and to discuss options regarding downsizing their container or service level. Sanipac has also added every other week service to several service options that previously only had weekly service. Sanipac will also mail information to customers notifying them of the changes. The City will have the opportunity to review that mailer before they send it.

Prior to the July 1 start date of the new rates, staff will work on implement City Council's direction to start an assistance program. The assistance program will use franchise fee revenues to fund payments from the City to customers who meet certain income thresholds.

## **2. City services under the agreement**

The City Council discussed eliminating City Hall garbage service as a benefit under the franchise agreement, while adding a dumpster for Blackberry Jam Festival, as well as roll off containers for community clean up days. The figure below shows what services Sanipac will provide under the franchise agreement:

9.13 Provide three (3) roll off boxes annually for waste material generated from the City's community wide clean-up, free of charge.

9.14 Annually, remove all solid waste collected within one (1) 5-yard solid waste container from the Lowell Blackberry Jam Festival, free of charge.

9.15 Provide solid waste collection services for waste generated as part of the regular business of City Hall, free of charge.

A dumpster for Blackberry Jam Festival, as well as roll off containers for community clean up, are already included. Sanipac is providing these services, including garbage pick up at City Hall, as a donation. The costs for these services are not factored into customer's proposed rates.

The value of these services is: \$5,156 annually for 4-yard dumpster at City Hall; approximately \$638 for Blackberry Jam Festival dumpster; and approximately \$1,747 for roll off containers for community clean up. This totals \$7,298.

I recommend keeping the 4-yard dumpster service for City Hall. This service can function as a catch-all for garbage generated from city operations, as from the parks. This is a value to the public. If Sanipac didn't donate these services, then the public would have to pay for them through current City revenues, such as property taxes. Instead of paying \$5,156 for City Hall dumpster service, we can direct those funds to, say, books for the library.

### **3. Conclusion**

Garbage pick-up is a health and safety issue. By entering into the agreement, the City is guaranteeing garbage pick-up service to the City for 10 years, in turn contributing to the health and safety of City residents.

The proposed rates are based on calculating the average for each rate class. In my professional opinion, this is an objective way to standardize rates for everyone. This is also a way to ensure fairness in rates.

The donated services from Sanipac are also a value to the public. This presents a savings to the City, and ultimately the public. It is typical for Cities to negotiate a public benefit through the franchise process.

Finally, my recommended next steps are: first reading of franchise ordinance on April 18, second reading and vote to approve on May 2, Sanipac starts calling and mailing customers on May 2, approval of assistance program before July 1, and new rates go into effect on July 1.

I recommend approval of the franchise ordinance as presented, and I welcome questions and comments from the Council.

## CITY OF LOWELL

**AN ORDINANCE RELATING TO SOLID WASTE MANAGEMENT IN THE CITY OF LOWELL, OREGON, INCLUDING BUT NOT LIMITED TO GRANTING TO SANIPAC, INC. THE EXCLUSIVE FRANCHISE TO COLLECT, TRANSPORT, AND CONVEY SOLID WASTE, RECYCLABLE MATERIALS AND YARD DEBRIS OVER AND UPON THE STREETS OF THE CITY, AND TO RECYCLE, REUSE, DISPOSE OF, OR RECOVER MATERIALS OR ENERGY FROM SOLID WASTE; CREATING NEW PROVISIONS; REPEALING ANY PORTIONS OF ANY OTHER ORDINANCES IN CONFLICT WITH THIS ORDINANCE.**

**NOW THEREFORE, THE CITY OF LOWELL ORDAINS AS FOLLOWS:**

### **SECTION 1: SHORT TITLE**

This Ordinance shall be known as the "Solid Waste Management Ordinance", it may be so cited and pleaded, and it shall be referred to herein as "this Ordinance".

### **SECTION 2: POLICY, PURPOSE, AND SCOPE**

It is declared to be the public policy of the City to regulate solid waste management to accomplish the following:

- 2.1. Ensure safe, economical, financially stable, reliable, and comprehensive solid waste service;
- 2.2. Ensure rates that are just, fair, reasonable, and adequate to provide necessary public service and to prohibit rate preferences and other discriminatory practices;
- 2.3. Provide technologically and economically feasible resource recovery by and through the franchisee; and
- 2.4. Provide the opportunity to recycle.

### **SECTION 3: DEFINITIONS**

**"Administrator"** means the City Administrator of the City or the City Administrator's designee.

**"City"** means the City of Lowell, Oregon, and the local government of that name.

**"cart"** means a receptacle provided by the franchisee that does not exceed one (1) cubic yard.

**"compensation"** means and includes:

- a) Any type of consideration paid for service, including but not limited to rent, the proceeds from resource recovery, and any direct or indirect provision for payment of money, goods, services, or benefits by tenants, lessees, occupants, or similar persons;
- b) The exchange of service between persons; and
- c) The flow of consideration from the person owning or possessing the solid waste to the person providing service.

**"container"** means a receptacle, of at least 1-yard capacity, provided by the franchisee.

**"Council"** means the City Council of the City.

**"excluded waste"** means any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations.

**"franchisee"** means the person granted the franchise by Section 4 of this Ordinance, or a subcontractor to that person.

**"person"** means an individual, partnership, association, corporation, trust, firm, estate, or other legal entity.

**"recover resources", "resource recover" and "resource recovery"** means the process of obtaining useful material or energy resources from solid waste, including energy recovery, materials recovery, recycling, or reuse of solid waste.

**"recyclable material"** means any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material.

**"service"** means storage, collection, transportation, treatment, utilization, processing, and final disposal of, or resource recovery from, solid waste, yard debris and recyclable material; and providing facilities necessary or convenient to those activities.

**"solid waste"** means all putrescible and non-putrescible solid wastes, including but not limited to waste, garbage, rubbish, refuse, ashes, waste paper and cardboard, yard debris, residential, commercial, and industrial, demolition and construction wastes, discarded residential, commercial, and industrial appliances, equipment, and furniture, vehicle tires, manure, vegetable or animal solid or semisolid waste, small dead animals, and all other wastes not excepted by this Ordinance. Solid waste does not include:

- a) Hazardous wastes as defined by or pursuant to ORS 466.005 ("**hazardous waste**");
- b) Septic tank and cesspool pumping or chemical toilet waste;
- c) Reusable beverage containers as defined in ORS 459A.725; or
- d) Excluded waste.

**"solid waste management"** means management of service.

**"waste"** means material that is no longer usable by or that is no longer wanted by the last user, producer, or source of the material, which material is to be disposed of or be resource recovered by another person.

**"yard debris"** means grass clippings, leaves, hedge trimmings, and similar vegetable or fruit waste generated from residential property or residential or commercial landscaping activities but does not include rocks, soil, concrete, stumps, or similar bulky wood materials.

#### **SECTION 4: EXCLUSIVE FRANCHISE AND EXCEPTIONS**

4.1 There is hereby granted to Sanipac, Inc., the franchisee, the exclusive right, privilege, and franchise to provide service in, and for that purpose to use the streets and facilities of, the City.

4.2 Except for the franchisee and except as otherwise specifically provided in this Ordinance, it shall be unlawful for any person to:

4.2.1 Provide service for compensation, or offer to provide, or advertise for the performance of service for compensation;

4.2.2 Provide service for compensation to any tenant, lessee, or occupant of any real property of the person.

4.3 Solid waste, whether or not source-separated, and including recyclable material, once placed in franchisee's vehicle, becomes the property of the franchisee. No person other than the franchisee shall remove solid waste placed out for collection and resource recovery by the franchisee, including, without limitation, any person acting or purporting to act as an agent for the owner of the solid waste in question. No person other than franchisee or the customer, including, without limitation, any person acting or purporting to act as an agent for the customer, shall place material in or remove material from a container or cart. No person other than franchisee shall enter any container or cart, including, but not limited to, entrance by climbing into it, reaching into it, using a tool or otherwise.

4.4 Nothing in this Ordinance shall prohibit any person from transporting solid waste he or she generates himself or herself to an authorized disposal site or resource recovery facility providing he or she complies with all other provisions of this Ordinance. Solid waste generated by a tenant, licensee, occupant, or similar person is produced by that person, not the landlord or property owner.

4.5 The exclusive right, privilege, and franchise to provide service granted to franchisee by this Ordinance shall extend to all land within the corporate limits of the City. Any land annexed to the City during the term of this Ordinance shall automatically be subject to this Ordinance, and the franchisee shall have the exclusive right, privilege and franchise to provide service to property in any land so annexed. Upon annexation, the franchisee shall contact the property owners of the newly annexed land and arrange for service.

## **SECTION 5: FRANCHISE TERM AND RENEWAL**

The rights, privileges and franchise herein granted to the franchisee shall commence on the 1st day of [REDACTED], 2023, and shall be considered as a continuing ten (10) year franchise. That is, on [REDACTED] 1st of each year, the franchise will be considered renewed for an additional ten (10) year term, unless at least thirty (30) days prior to [REDACTED] 1st of any year the City notifies the franchisee in writing of the intent to terminate the franchise. Upon the giving of such notice of termination, the franchisee shall have a franchise, which will terminate ten (10) years from the date of notice of termination. After such notification, the City may extend the term or reinstate the continuing renewal upon mutual agreement with the franchisee.

## **SECTION 6: INDEMNIFICATION AND INSURANCE**

6.1 The franchisee shall indemnify and save harmless the City and its officers, agents and employees from any and all loss, cost, and expense arising from damage to property and from injury to or death of persons to the extent caused by any wrongful or negligent act or omission of the franchisee, its agents, or employees in exercising the rights, privileges, and franchise hereby granted.

6.2 None of the rights granted by this franchise shall be exercised by the franchisee until it shall supply the City with a certificate or a policy of commercial general liability insurance in a form approved by the City and naming the City as an additional insured for \$5,000,000 in combined single limit coverage for each occurrence of personal liability and property damage.

6.3 The franchisee shall be required to furnish a surety bond with a bonding company entitled to transact business in the State of Oregon in the sum of \$10,000, conditioned that the franchisee shall well and truly observe and comply with the terms and conditions of this Ordinance. The franchisee shall renew the surety bond annually and file the bond with the City. The franchisee and the City may agree in writing to some additional method of securing to the City the assurance that the amount due to the City will be paid and that the franchisee will perform the terms of this Ordinance.

## **SECTION 7: RATES**

7.1 The initial rates for service are attached as **Exhibit A**.

7.2 Disposal or service cost increases established by a unit of federal, state or local government having jurisdiction or by the owner or operator of the applicable disposal site may be passed on to customers following a thirty (30) days' notice of such increases to affected customers.

7.3 The rates for service described above shall be automatically adjusted annually, effective March 1st of each year during the term of the franchise, commencing on March 1, 2023, based on the annual average increase, if any, of the Consumer Price Index – The "CPI" means the Consumer Price Index for All Urban Consumers, All items in West - Size Class B/C, all urban consumers, not seasonally adjusted – West-Size Class B/C. <https://data.bls.gov/timeseries/cuum400sa0,cuusn400sa0> Calculated and prepared by the United States Department of Labor, Bureau of Labor Statistics or its successor during the most recent twelve (12) month period ending no later than December 31st of the calendar year preceding the upcoming year. For example, if the CPI increased three percent (3%) from the annual average of 2022 to the annual average of 2023 then the rates for service would automatically be subject to a three percent (3%) increase effective as of March 1, 2024. Under no circumstances shall the franchisee's rates be decreased below the rates in effect during the immediately preceding year. In the event the CPI increased over seven-point-two-five percent (7.25%) from the prior year's annual average, the automatic increase shall be capped at seven-point-two-five percent (7.25%) and the franchisee and the City shall meet and confer in good faith to determine whether the franchisee shall be entitled to receive the remaining increase above seven-point-two-five percent (7.25%). In this case the remaining increase above seven-point-two-five percent (7.25%) shall not be unreasonably withheld. In the event the CPI index is no longer published, the parties shall confer in good faith to select an alternative index and shall confirm their agreement on a substitute index in writing. All percentages shall be computed to the third decimal place.

7.4 In addition to the adjustment mechanisms set forth above, the franchisee may request an adjustment to the rates for service, under the following extraordinary circumstances: (i) any changes in existing, or adoption of new, federal, state, local or administrative laws, rules or regulations that result in an increase in the franchisee's costs, including but not limited to the imposition of new or the increase to existing governmental, regulatory or administrative taxes or fees; and (ii) in the event that unforeseen circumstances arise which materially affect the franchisee's costs or revenues under this Ordinance, including, but not limited to, extraordinary increases in the cost of fuel. The franchisee's application for an extraordinary rate adjustment shall include a statement of the amount of the requested rate adjustment, the basis there for, and all financial and other records on which the franchisee relies for its claim that the franchisee's costs have increased. City staff shall promptly review the franchisee's rate application and notify the franchisee if its application is complete or whether City staff wishes to review and/or audit any additional documents or information reasonably related to the requested increase before submitting the matter to the Council for its consideration. Rate adjustments made under this Section 7.5 may be requested by the franchisee at any time during the course of an operating year. The Council shall review and consider approval of adjustment requests under this Section 7.5 in its discretion; provided that such approval shall not be unreasonably withheld, conditioned or delayed. The Council shall review and consider such requests within a reasonable period of time after the complete submittal by the franchisee of its application for an

extraordinary rate adjustment and after the City has had a reasonable period of time to request, review and audit any applicable financial records of the franchisee. The Council may grant the franchisee's requested rate adjustment or, based on the information presented, increase the rates for service in amounts differing from the franchisee's request. The adjusted rates, if approved by the Council, shall go into effect after customers have received thirty (30) days' notice of such approval.

7.5 In an effort to defray the costs incurred by the franchisee for providing its services under this Ordinance, the franchisee shall be entitled to receive and retain all revenues, if any, from the sale of recyclable material and/or yard debris received by the franchisee from its customers.

## **SECTION 8: FRANCHISE FEE**

8.1 In consideration of the granting of this franchise, the franchisee agrees to pay to the City a franchise fee of five percent (5.0%) of its gross receipts collected from customers within the City; provided that the franchisee shall be permitted to add (i.e., pass-through) the amount of such franchise fee to the rates charged to customers for solid waste, recyclable material and yard debris collection services. Such franchise fee shall be payable by the franchisee every other month beginning February 1, 2023.

8.2 The franchisee shall keep and maintain accurate books and records for the purpose of determining the amounts due the City under the provisions of this franchise. These books and records shall be open to inspection by the City, its attorney, or authorized agent at any time during the franchisee's business hours. The franchisee shall keep and maintain books and records related to the franchise for a period of five (5) years following the expiration or earlier termination of the franchise. During that five (5) year period, the books and records shall continue to be open to inspection by the City, its attorney, or authorized agent at any time during the franchisee's business hours.

## **SECTION 9: FRANCHISE RESPONSIBILITY**

The franchisee shall:

9.1 Dispose of solid wastes collected at a site approved by the local government unit having jurisdiction of the site or recover resources from the solid wastes, in compliance with Chapter 459, Oregon Revised Statutes, and regulations promulgated thereunder.

9.2 Provide the opportunity to recycle consistent with ORS Chapter 459A and regulations promulgated thereunder.

9.3 Comply with all applicable local, state, and federal laws, now or hereafter enacted (Laws). In the case of a conflict between this Ordinance and other Laws, the Laws shall prevail.

9.4 Provide a minimum of weekly on-route collection of residential solid waste materials (35, 65, 96-gallon).

9.5 Provide a minimum of once per month collection of residential commingled recyclable materials (96-gallon) on the same pick-up day as solid waste service.

9.6 Provide recycling education and promotion through its quarterly newsletters.

9.7 Be responsible for mailing educational welcome packets to all new customers in an effort to outline all recycling services.

9.8 Offer recycling collection service to multi-family dwelling complexes having five (5) or more units.

9.9 Offer on-site collection of commingled recyclable materials from commercial customers.

9.10 Within 30 days after the effective date of this Ordinance, file with the City Recorder a written acceptance of this franchise.

9.11 Provide sufficient collection vehicles, containers, facilities, personnel, and finances to provide the service pursuant to this Ordinance. Where one or a few large customers require substantial investment in new or added equipment not otherwise necessary to service the franchised service area, the franchisee may require a contract with those customers providing that the customer will require and pay for service for a reasonable period of time. This Ordinance exception is intended to assist in financing the necessary equipment and in protecting the integrity of the remaining service should the source or sources terminate collection service.

9.12 Respond to any written complaint on service.

9.13 Provide three (3) roll off boxes annually for waste material generated from the City's community wide clean-up, free of charge.

9.14 Annually, remove all solid waste collected within one (1) 5-yard solid waste container from the Lowell Blackberry Jam Festival, free of charge.

9.15 Provide solid waste collection services for waste generated as part of the regular business of City Hall, free of charge.

## **SECTION 10: PUBLIC RESPONSIBILITY**

In addition to compliance with ORS Chapters 459 and 459A and regulations promulgated thereunder:

10.1 To prevent recurring back and other injuries to the franchisee and other persons and to comply with safety instructions to the franchisee from the State Accident Insurance Fund:

10.1.1 All customers who subscribe to the franchisee's residential collection service shall only use carts furnished by the franchisee. All such carts shall remain the property of the franchisee.

10.1.2 To allow proper use of franchisee's pickup equipment for carts, all residential customers shall, whether on collection days or for on-call service, place all carts at the street, curb, or other pickup point designated by the franchisee. Carts shall not be loaded beyond the manufacturer's recommended maximum load weight.

10.1.3 If any disabled residential customer (with a DMV disabled-parking certification, physician's letter, or other reasonable certification of disability) is unable to roll the cart to the street or curb, the franchisee will pick up the cart at the customer's residence at the same rate as curb service. All such carts shall remain the property of the franchisee. Any other customer who wants the cart picked up at a location other than the curb shall, at franchisee's request, specify the location in writing. The location must be visible from the street. The franchisee may charge an additional fee for non-curbside service.

10.1.4 Sunken receptacles shall not be used.

10.1.5 The customer shall provide safe access to the pickup point, so as not to jeopardize the safety of the driver of a collection vehicle or the motoring public or to create a hazard or risk to the person providing service. Where the Council finds that a private bridge, culvert, or other structure or road is incapable of safely carrying the weight of the collection vehicle, the franchisee shall not enter onto the structure or road. The user shall provide a safe alternative access point or system.

10.2 To protect the privacy, safety and security of customers and to prevent unnecessary physical and legal risk to the franchisee, a residential customer shall place the container to be emptied outside of any locked or latched gate and outside of any garage or other building.

10.3 Any vehicle used by any person to transport solid wastes shall be so loaded and operated as to prevent the wastes from dropping, shifting, leaking, blowing, or other escapement from the vehicle onto any public right-of-way or lands adjacent thereto.

10.4 Any person who receives service shall be responsible for payment for the service. When the owner of a single or multiple dwelling unit or mobile home or trailer space has been notified in writing by the franchisee of his contingent liability, the owner shall be responsible for payment for service provided to the occupant of the unit if the occupant does not pay for the service.

#### **SECTION 11: SUPERVISION**

Service provided under the franchise shall be under the supervision of the Administrator. The franchisee shall, at reasonable times, permit the Administrator's inspection of its facilities, equipment, and books and records related to its charges, rates, and receipts.

#### **SECTION 12: SUSPENSION, MODIFICATION OR REVOCATION OF FRANCHISE**

12.1 Failure to comply with a written notice to provide necessary service or otherwise to comply with the provisions of this Ordinance after written notice and a reasonable opportunity to comply shall be grounds for modification, revocation, or suspension of the franchise.

12.2 After written notice from the Council that those grounds exist, the franchisee shall have thirty (30) days from the date of receipt of the notice in which to comply (or commence compliance, if such failure to comply is not capable of being cured within thirty (30) days) or to request a public hearing before the Council.

12.3 If the franchisee fails to comply within the specified time or fails to comply (or commence compliance, if applicable) with the order of the Council entered upon the basis of findings at the public hearing, the Council may suspend, modify, or revoke the franchise or make that action contingent upon continued non-compliance.

12.4 At a public hearing, the franchisee and other interested persons shall have an opportunity to present oral, written, or documentary evidence to the Council.

12.5 Should the franchisee at any time, contend that the City has breached any provision of this franchise, in any material respect, the franchisee shall immediately notify the City in writing of the franchisee's contention. The City shall have a reasonable time to cure any such alleged breach, which in all events shall not be less than thirty (30) days. If the City fails to cure the breach within such time, the franchisee may suspend service or terminate this franchise.

#### **SECTION 13: FORCE MAJEURE, EMERGENCY SERVICE BY THE CITY**

13.1 The franchisee shall not be in default under this franchise in the event that the collection, processing, transportation and/or disposal services of the franchisee are temporarily interrupted or discontinued for reasons outside the reasonable control of the franchisee, including but not limited to: riots, wars, sabotage, civil disturbances, acts of terrorism, insurrection, explosion, natural disasters such as floods, earthquakes, landslides and fires, strikes, lockouts and other labor disturbances, excessive snow, acts of God, or other similar or dissimilar events which are beyond the reasonable control of the franchisee (each an "Event of Force Majeure").

13.2 The franchisee agrees as a condition of holding this franchise, that whenever the Council reasonably determines that the failure of service, other than in connection with an Event of Force Majeure, would result in the creation of an immediate and serious health hazard, the City may, after a minimum of seven (7) days' prior written notice to the franchisee, and a public hearing if requested by the franchisee, authorize City personnel or other persons to temporarily provide the service.

#### **SECTION 14: TERMINATION OF SERVICE**

The franchisee shall not terminate service to all or a portion of its customers unless:

14.1 The street or road access is blocked and there is no alternate route; provided, the City shall not be liable for any such blocking of access;

14.2 An Event of Force Majeure occurs; or

14.3 A customer has not paid for service provided after a regular billing, or does not comply with franchisee's reasonable policies as in effect from time to time.

#### **SECTION 15: TRANSFER OF FRANCHISE**

The franchisee shall not transfer the franchise or any portion of it to other persons without the prior written approval of the Council, which consent shall not be unreasonably withheld, conditioned or delayed. The Council shall approve the transfer if the transferee meets all applicable requirements met by the original franchisee.

#### **SECTION 16: INTERPRETATION**

Any interpretation or finding by any court of competent jurisdiction that any portion of this Ordinance is unconstitutional or invalid shall not invalidate any other provision of this Ordinance.

#### **SECTION 17: ENFORCEMENT**

The City may enforce the provisions of this Ordinance by administrative, civil, or criminal action as necessary to obtain compliance with this Ordinance. Following written notice by the franchisee to the Administrator of a violation of any provision of this Ordinance, the City shall make all reasonable efforts to commence enforcement action(s) against the violator(s) identified in the franchisee's notice within seven (7) days of the date of the notice. Notwithstanding the foregoing, the franchisee may independently enforce the exclusivity provision of this Ordinance against third-party violators, including but not limited to seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by the franchisee.

#### **SECTION 18: HAZARDOUS WASTE**

Those residents receiving services within the City shall not deposit in the franchisee's equipment or place out for collection by the franchisee any hazardous waste. Title to and liability for any hazardous waste shall remain with the resident and/or generator of such hazardous waste, even if the franchisee inadvertently collects and disposes of such hazardous waste. Notwithstanding any other term contained herein, the franchisee shall have no obligation to collect any material which is, or which the franchisee reasonably believes to be, hazardous waste. If the franchisee finds what reasonably appears to be discarded hazardous waste, the franchisee shall notify the resident/ generator, if such can be determined, that the franchisee may not lawfully collect such hazardous waste and leave a tag specifying the nearest location available for appropriate disposal.

## **SECTION 19: ARBITRATION**

19.1 If any controversy between the City and franchisee regarding language of this Ordinance, performance thereof, or negotiation of rates, charges, and frequency of service cannot be settled by the parties, the controversy shall be submitted to arbitration. Either party may request arbitration by providing written notice to the other. If the parties cannot agree on a single arbitrator within ten (10) days from the giving of notice, each party shall within five (5) days thereafter appoint one (1) arbitrator. The two (2) arbitrators shall immediately select an impartial third (3rd) arbitrator to complete a three (3)-member panel. If either party fails to select an arbitrator, the other party may petition the Chief Judge of the Circuit Court of Lane County for designation of the arbitrator. The arbitration shall be conducted in accordance with ORS 36.300 et seq., or the provisions of any successor statute. In preparation for the arbitration hearing, the parties shall have the rights of pre-trial discovery as supervised by the arbitrator(s).

19.2 The cost of the arbitrator or arbitration panel shall be shared equally by the franchisee and the City.

## **SECTION 20: ATTORNEY'S FEES**

If any arbitration, action, or enforcement proceedings or appeal thereof is instituted in connection with any controversy between the City and the franchisee arising out of this Ordinance, the performance of the rights and obligations herein, or the failure to perform, the prevailing party shall be entitled to recover, in addition to costs (including the cost of the arbitrator(s) and the arbitration) and disbursements, such sum as the person or body rendering the decision may adjudge reasonable as attorney's fees.

## **SECTION 21: NOTICE**

Any notice required by this Ordinance shall be delivered in writing by personal service upon an officer of the City or franchisee or by certified mail addressed to the City at:

City of Lowell  
PO Box 490  
107 East 3rd Street  
Lowell, Oregon 97452

or to the franchisee at:

Sanipac Inc.  
P.O. 10928  
Eugene, Oregon 97440

The City and the franchisee may change its address designation upon written notice to the other.

**SECTION 22: EFFECTIVE DATE**

This Ordinance will go into full force and effect on the 30th day after City Council enactment and signature by the Mayor.

READ FOR A FIRST TIME, BY TITLE ONLY, this \_\_\_\_\_, no Council person in attendance having requested that it be read in full.

READ FOR A SECOND TIME, BY TITLE ONLY, AND FOR FINAL ADOPTION, this \_\_\_\_\_ day of \_\_\_\_\_ no Council person in attendance having requested that it be read in full.

PASSED AND ADOPTED by a \_\_\_\_\_ vote in favor and a \_\_\_\_\_ against by the Lowell City Council this \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

DRAFT

			8.15%	5%
		Current Lowell Averages	2023 PI	2023 Proposed w/ Franchise Fees
<b>Residential</b>				
35 Gallon Cart	Every Other Week	\$16.23	\$17.55	\$18.43
35 Gallon Cart	Weekly	\$26.19	\$28.33	\$29.74
35 Gallon Cart	Weekly, Additional Cart	\$26.19	\$28.32	\$29.74
65 Gallon Cart	Every Other Week	n/a	n/a	\$33.10
65 Gallon Cart	Weekly	\$47.00	\$50.83	\$53.37
95 Gallon Cart	Every Other Week	n/a	n/a	\$45.60
95 Gallon Cart	Weekly	\$64.74	\$70.02	\$73.52
95 Gallon Cart Recycle, Additional	Every Other Week, Additional	\$4.23	\$4.58	\$4.81
Extra Bags	Extra Bags	\$5.00	\$5.41	\$5.68

<b>Commercial</b>				
65 gallon	Weekly	\$38.69	\$41.84	\$43.94
95 gallon	Weekly	\$53.22	\$57.56	\$60.44
1 Yard	Monthly	\$20.22	\$21.87	\$22.96
1 Yard	Every Other Week	\$51.52	\$55.72	\$58.50
1 Yard	Weekly	\$107.18	\$115.92	\$121.71
1 Yard	Weekly, Additional Container	\$99.69	\$107.81	\$113.20
1.5 Yard	Monthly	\$35.91	\$38.84	\$40.78
1.5 Yard	Every Other Week	\$79.87	\$86.38	\$90.70
1.5 Yard	Weekly	\$141.98	\$153.55	\$161.23
1.5 Yard	Weekly, Additional Container	\$131.73	\$142.47	\$149.59
2 Yard	Monthly	\$45.64	\$49.36	\$51.83
2 Yard	Every Other Week	\$109.37	\$118.28	\$124.20
2 Yard	Weekly	\$180.87	\$195.61	\$205.39
2 Yard	Weekly, Additional Container	\$167.70	\$181.37	\$190.44
3 Yard	Monthly	\$67.59	\$73.09	\$76.75
3 Yard	Every Other Week	\$147.11	\$159.10	\$167.05
3 Yard	Weekly	\$211.53	\$228.77	\$301.61
3 Yard	Weekly, Additional Container	\$240.37	\$259.96	\$272.96
4 Yard	Monthly	\$88.52	\$95.73	\$100.52
4 Yard	Every Other Week	\$198.25	\$214.40	\$225.12
4 Yard	Weekly	\$378.40	\$409.24	\$429.70
4 Yard	Weekly, Additional Container	\$318.83	\$344.81	\$362.05
6 Yard	Monthly	\$126.29	\$136.59	\$143.42
6 Yard	Every Other Week	\$256.61	\$277.52	\$291.40
6 Yard	Weekly	\$521.59	\$564.10	\$592.30
6 Yard	Weekly, Additional Container	\$483.30	\$522.69	\$548.83
1.5 Yard	1.5 YD 1X WK COMINGLE 1	\$0.00	\$0.00	\$0.00
2 Yard	2 YD 1X WK COMINGLE 1	\$0.00	\$0.00	\$0.00

			8.15%	5%
		<b>Current Lowell Averages</b>	<b>2023 PI</b>	<b>2023 Proposed w/ Franchise Fees</b>
Extra Yard	Extra Yard	\$16.17	\$17.49	\$23.75

Roll Off			
Delivery fee:	\$	160.00	per box
20yd haul fee:	\$	254.00	per haul
30yd haul fee:	\$	381.00	per haul
Lane County Disposal Fee: (pass through and subject to change based on landfill tip fee changes)	\$	85.34	per ton
Rent (after 7 days)		\$12	per day, with a max amount of \$196/month

# Agenda Item Sheet

## City of Lowell City Council

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

Motion to adopt Resolution 799, "A resolution establishing 70 North Pioneer Street as the location for Lowell City Hall and the Maggie Osgood Library."

**Justification or background:**

We need to update the City's registration with SAM.gov by May. SAM.gov is the System for Award Management. The City must register with SAM.gov to receive federal grants. As part of our registration renewal, we need to update the address on file with SAM.gov to the new 70 N. Pioneer St. address. One of the ways that we can prove our new address is through a resolution from the City Council establishing our address. That's what this resolution accomplishes.

**Budget impact:**

N/A

**Department or Council sponsor:**

Administration

**Attachments:**

Resolution 799

Meeting date:	04/04/2023
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**CITY OF LOWELL, OREGON**

**RESOLUTION 799**

**A RESOLUTION ESTABLISHING 70 NORTH PIONEER STREET  
AS THE LOCATION FOR LOWELL CITY HALL AND THE MAG-  
GIE OSGOOD LIBRARY.**

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**The City Council of the City of Lowell finds as follows:**

1. Prior to November 18, 2022, Lowell City Hall was located at 107 East Third Street, Lowell, OR 97452. The former library was also located at this address.
2. The City Council purchased a former church building located at 70 North Pioneer Street in 2019. The City Council's goal in purchasing the former church building was to renovate it and relocate Lowell City Hall into the building. The City Council also planned to move the new Maggie Osgood Library into the new building. As was the case at the 107 East Third Street location, both City Hall and library functions were intended to operate in the same building at this new location.
3. In 2022, the City completed renovations to the former church building at 70 North Pioneer Street. On November 18, 2022, staff moved equipment, furnishings, and documents from 107 East Third Street into 70 North Pioneer Street. On November 21, 2022, Lowell City Hall operations began at the new 70 North Pioneer Street location. On February 25, 2023, operations for the Maggie Osgood Library began at the new 70 North Pioneer Street location.
4. The City Council wishes to document the new location of Lowell City Hall and the Maggie Osgood Library to comply with address verification requirements of federal and state agencies, as well as other organizations that require proof of address.

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

**Section 1.** The location of Lowell City Hall and the Maggie Osgood Library is established at 70 North Pioneer Street, Lowell, OR 97452.

**Section 2.** This Resolution remains in effect until amended or repealed by future City Council action.

*[THIS SECTION LEFT INTENTIONALL BLANK. SIGNATURE PAGE TO FOLLOW.]*

**Adopted by the City Council of the City of Lowell this 4<sup>th</sup> day of April 2023.**

AYES: \_\_\_\_

NOES: \_\_\_\_

APPROVED:

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Don Bennett, Mayor

ATTEST:

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Jeremy Caudle, City Recorder