

Lowell City Council
Executive Session – 6:30 pm
Regular Meeting – 7:00 pm
Tuesday, May 16 2023

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

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

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

Executive Session Agenda – 6:30 pm (estimated 20 minutes)

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 decision will be made in this executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.

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)(e), to conduct deliberations with persons designated by the city to negotiate real property transactions.

Adjourn the Executive Session

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

Regular Meeting Agenda – 7:00 pm

Call to Order/Roll Call/Pledge of Allegiance

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

Approval of Agenda

Consent Agenda

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

1. April 18, 2023 regular meeting minutes
2. April 2023 check register

Public Comments

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

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

Council Comments (three minutes per speaker)

Staff Reports

Public Hearings

Old Business

New Business

1. Review Budget Committee application from John F. Petrie. – Discussion/ Possible action
City Council may vote to appoint Petrie for a term ending December 31, 2025.
2. Review offers received on the city's surplus property located at map and tax lot number 19-01-14-24-04500. – Discussion/ Possible action

City Council Meeting Agenda

At this time, City Council may vote to accept one of the offers contingent on a public hearing to be held on June 6, 2023 at 7:00 pm.

3. Follow up discussion on City Administrator performance evaluation process. – Discussion/ Possible action
Council sponsors: Councilors Murray and Harris
4. Discussion on traffic calming measures on Main Street. – Discussion
Presenter: Public Works Director Max Baker
5. Motion to approve an “Agreement for law enforcement services” with the City of Oakridge and to authorize the Mayor to sign. – Discussion/ possible action
6. Motion to approve an “Agreement for judicial services” with Segarra Law, LLC
7. Motion to approve a quote with LiftOff for software subscriptions in the amount of \$5,236.80 and to authorize the City Administrator to sign. – Discussion/ Possible action

Other Business

Mayor Comments

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

Adjourn the Regular Meeting

City of Lowell, Oregon
Minutes of the City Council Regular Session & Public Hearing
April 18, 2023

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

Members Present: Mayor Don Bennett, Gail Harris, Tim Stratis, Maureen Weathers, Jimmy Murray

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

Consent Agenda: Councilor Harris moved to approve the Consent Agenda, second by Councilor Weathers. PASS 5:0

Public Comments: None

Council Comments: None

City Administrator Report: CA Caudle presented report which included

- Sale completion of the 205 E Main Street property
- The fence installation on the vacant lot on 70 N Pioneer Street campus, the appraiser has been contacted and the property will hopefully be on the market this month.
- Partition Plats have been received for the Rolling Rock Park and the old City Hall property
- In case we need assistance for the sale a licensed real estate professional has agreed to provide sales documents for the surplus 70 N Pioneer St property.
- Both the Parks Committee and the Blackberry Jam Committee have recommended that the temporary parking lot at Rolling Rock remain with Council approval needed
- Public Hearing on the updated SDC will be at the May 2 Council meeting
- State Audit Division granted an extension deadline until May 31.
- A \$60,000.00 capital funding request was made to Rep. Conrad's office for the programmable logic control and supervisory control and acquisition data system for the water plant.
- The budget will be the focus for the rest of this month
- Federal Security came in to begin the process for remote access to the security system.

Public Works Report: None

Police Report: March report provided in packet.

Public Hearing:

Ordinance 311, "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."

Recess Regular Session 7:12 pm

Opened Public Hearing 7:12 pm

Public Comments: None
Closed Public Hearing 7:14 pm
Reconvene Regular Session 7:14 pm

Old Business: None
New Business:

- Councilor Harris made a motion for the First reading on Ordinance 311, “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, City Council Meeting Agenda Page 3 of 4 or recover materials or energy from solid waste; creating new provisions; repealing any portions of any other ordinances in conflict with this ordinance.” Seconded by Councilor Murray. PASS 5:0
- Ordinance 311 was read by title only by Mayor Bennett
- Councilor Harris made a motion for the second and final vote on Ordinance 311 at the May 2 Council Meeting. Seconded by Councilor Murray. PASS 5:0
- Councilor Stratis made a motion to authorize the City Administrator to initiate the sale of the vacant 0.26-acre lot at 70 N. Pioneer St. using a for sale by owner method. Seconded by Councilor Murray. PASS 5:0
- Councilor Harris made a motion to Authorize the City Administrator to pay \$308,644.78 from the proceeds of the sale of 205 E. Main Street to Southside Bank to pay off loan #263007. Seconded by Councilor Stratis. PASS 5:0
- Discussion of the draft of the City Annex for inclusion in the Lane County hazard mitigation plan.
- Council had no issues/comments with the Renewal notification process” letter from the Oregon Liquor and Cannabis Commission for liquor license renewals for Armando’s restaurant.

Other Business:

Mayor Comments: Spoke about the Mayors Roundtable that he sat in on.

Community Comments – Bob Burr- 566 E 1st Street Lowell, comments about evacuation for a catastrophic failure of the dam.

Adjourn: 7:43 PM

Approved: _____
Don Bennett, Mayor

Date

Attest: _____
Jeremy Caudle, City Recorder

Date

Report Criteria:

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

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
17471								
17471	Banner Bank	JEREMY MA	1	Bridgetown Market - Team Lowell	110-410-6290	.00	82.39	82.39
17471	Banner Bank	JEREMY MA	2	US Chefs Store - Library Coffee S	110-450-6290	.00	27.33	27.33
17471	Banner Bank	JEREMY MA	3	Fred Meyer - Food for GRand Op	110-450-6290	.00	166.78	166.78
17471	Banner Bank	JEREMY MA	4	Survey Monkey Annual Subscripti	110-410-6220	.00	192.00	192.00
17471	Banner Bank	JEREMY MA	5	Zoom - Remote meeting regular	110-410-6122	.00	14.99	14.99
17471	Banner Bank	JEREMY MA	6	Zoom - BBJ remote meeting	314-490-6122	.00	14.99	14.99
17471	Banner Bank	JEREMY MA	7	Lane County Deeds and Records	110-440-8225	.00	117.00	117.00
17471	Banner Bank	JEREMY MA	8	Convenience fee for Credit card u	110-440-8225	.00	3.51	3.51
17471	Banner Bank	JEREMY MA	9	Federal Security Monthly Subscrip	110-450-6128	.00	27.97	27.97
17471	Banner Bank	JEREMY MA	10	Federal Security Monthly Subscrip	110-410-6128	.00	11.98	11.98
17471	Banner Bank	JEREMY MA	11	Home Depot - Video Surveillance	110-410-6230	.00	5.20	5.20
17471	Banner Bank	JEREMY MA	12	Home Depot - Video Surveillance	110-450-6230	.00	5.21	5.21
17471	Banner Bank	JEREMY MA	13	Microsoft Cloud storage January /	110-410-6230	.00	14.48	14.48
17471	Banner Bank	JEREMY MA	14	Microsoft Cloud storage January /	110-420-6234	.00	1.93	1.93
17471	Banner Bank	JEREMY MA	15	Microsoft Cloud storage January /	110-440-6230	.00	4.83	4.83
17471	Banner Bank	JEREMY MA	16	Microsoft Cloud storage January /	110-450-6230	.00	1.93	1.93
17471	Banner Bank	JEREMY MA	17	Microsoft Cloud storage January /	110-460-6234	.00	4.83	4.83
17471	Banner Bank	JEREMY MA	18	Microsoft Cloud storage January /	110-480-6230	.00	2.90	2.90
17471	Banner Bank	JEREMY MA	19	Microsoft Cloud storage January /	220-490-6230	.00	5.77	5.77
17471	Banner Bank	JEREMY MA	20	Microsoft Cloud storage January /	230-490-6230	.00	25.09	25.09
17471	Banner Bank	JEREMY MA	21	Microsoft Cloud storage January /	240-490-6230	.00	25.09	25.09
17471	Banner Bank	JEREMY MA	22	Microsoft Cloud storage January /	312-490-6230	.00	9.65	9.65
17471	Banner Bank	MAX MAR 20	1	Discharge Hose for Decant pump	240-490-6234	.00	199.50	199.50
17471	Banner Bank	MAX MAR 20	2	Replacement Water Heater	240-490-6320	.00	378.99	378.99
17471	Banner Bank	MAX MAR 20	3	Misc Plumbing parts for Distributio	230-490-6712	.00	493.86	493.86
17471	Banner Bank	MAX MAR 20	4	Salt for OSHG	230-490-6750	.00	89.70	89.70
17471	Banner Bank	MAX MAR 20	5	Oil Change and Wipwes for 2019	230-490-6330	.00	150.22	150.22
17471	Banner Bank	MAX MAR 20	6	Wipers for 2017 Ram	110-420-6330	.00	59.98	59.98
17471	Banner Bank	PEGGY MAR	1	Smith family Book Store - Book Ti	110-450-8335	.00	18.00	18.00
17471	Banner Bank	PEGGY MAR	2	Blue Period 1-3	110-450-8335	.00	31.17	31.17
17471	Banner Bank	PEGGY MAR	3	Trickster	110-450-8335	.00	14.39	14.39
17471	Banner Bank	PEGGY MAR	4	Ugly Truth	110-450-8335	.00	6.00	6.00
17471	Banner Bank	PEGGY MAR	5	Fangirl	110-450-8335	.00	4.40	4.40
17471	Banner Bank	PEGGY MAR	6	Just Go To Bed	110-450-8335	.00	3.20	3.20
17471	Banner Bank	PEGGY MAR	7	I Was So Mad	110-450-8335	.00	1.60	1.60
17471	Banner Bank	PEGGY MAR	8	Just Saving Money	110-450-8335	.00	2.00	2.00
17471	Banner Bank	PEGGY MAR	9	I Just Forgot	110-450-8335	.00	2.00	2.00
17471	Banner Bank	PEGGY MAR	10	All By Myself	110-450-8335	.00	2.40	2.40
17471	Banner Bank	PEGGY MAR	11	Just a Little Luck	110-450-8335	.00	2.40	2.40
17471	Banner Bank	PEGGY MAR	12	Highly Suspicious	110-450-8335	.00	11.19	11.19
17471	Banner Bank	PEGGY MAR	13	Eyre affair	110-450-8335	.00	6.80	6.80
17471	Banner Bank	PEGGY MAR	14	Graceling	110-450-8335	.00	5.20	5.20
17471	Banner Bank	PEGGY MAR	15	Dear Evan Hansen	110-450-8335	.00	6.00	6.00
17471	Banner Bank	PEGGY MAR	16	Eleanor and Park	110-450-8335	.00	7.60	7.60
17471	Banner Bank	PEGGY MAR	17	Lathe of Heaven	110-450-8335	.00	13.60	13.60
17471	Banner Bank	PEGGY MAR	18	Amazon - Book Princess of Mono	110-450-8335	.00	13.48	13.48
17471	Banner Bank	PEGGY MAR	19	Spirited Away	110-450-8335	.00	14.18	14.18
17471	Banner Bank	PEGGY MAR	20	Kiki's Delivery Service	110-450-8335	.00	14.64	14.64
17471	Banner Bank	PEGGY MAR	21	Nausicaa of the Valley of the Wind	110-450-8335	.00	14.99	14.99
17471	Banner Bank	PEGGY MAR	22	Castle in the Sky	110-450-8335	.00	14.96	14.96

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
17471	Banner Bank	PEGGY MAR	23	Howl's Moving Castle	110-450-8335	.00	14.84	14.84
17471	Banner Bank	PEGGY MAR	24	My Neighbor Totoro	110-450-8335	.00	13.99	13.99
17471	Banner Bank	PEGGY MAR	25	Dollar tree 10 Display Easels, 2 W	110-450-6234	.00	15.05	15.05
17471	Banner Bank	PEGGY MAR	26	Target - Potting soil	110-450-6234	.00	19.49	19.49
17471	Banner Bank	PEGGY MAR	27	Powell Book - Books- Dear Martin	110-450-8335	.00	11.25	11.25
17471	Banner Bank	PEGGY MAR	28	Beautiful Struggle A Father two so	110-450-8335	.00	8.98	8.98
17471	Banner Bank	PEGGY MAR	29	Get a Life Chloe Brown	110-450-8335	.00	10.75	10.75
17471	Banner Bank	PEGGY MAR	30	Underground Railroad	110-450-8335	.00	10.75	10.75
17471	Banner Bank	PEGGY MAR	31	Track 03 Sunny	110-450-8335	.00	4.48	4.48
17471	Banner Bank	PEGGY MAR	32	Track 02 Patina	110-450-8335	.00	4.95	4.95
17471	Banner Bank	PEGGY MAR	33	Claudette Colvin Twice toward Jus	110-450-8335	.00	5.38	5.38
17471	Banner Bank	PEGGY MAR	34	Vegan Ramen	110-450-8335	.00	13.49	13.49
17471	Banner Bank	PEGGY MAR	35	Freddy Mercury the Definitive Bio	110-450-8335	.00	7.18	7.18
17471	Banner Bank	PEGGY MAR	36	One & Only Ivan	110-450-8335	.00	6.25	6.25
17471	Banner Bank	PEGGY MAR	37	Tibetan Book of the Dead	110-450-8335	.00	8.98	8.98
17471	Banner Bank	PEGGY MAR	38	Ciimate book of Facts	110-450-8335	.00	27.00	27.00
17471	Banner Bank	PEGGY MAR	39	Crossing Paths a Pacific Crest	110-450-8335	.00	19.75	19.75
17471	Banner Bank	PEGGY MAR	40	Raise a Fist Take A Knee	110-450-8335	.00	11.60	11.60
17471	Banner Bank	PEGGY MAR	41	Stamped Racism Antiracism & Yo	110-450-8335	.00	17.09	17.09
17471	Banner Bank	PEGGY MAR	42	Odd one Out	110-450-8335	.00	6.75	6.75
17471	Banner Bank	PEGGY MAR	43	Parable of the Sower	110-450-8335	.00	15.29	15.29
17471	Banner Bank	PEGGY MAR	44	January 6 report findings	110-450-8335	.00	18.00	18.00
17471	Banner Bank	PEGGY MAR	45	Wherever you Go there you are	110-450-8335	.00	8.98	8.98
17471	Banner Bank	PEGGY MAR	46	Diary of a Whimpy Kid 03 and 04	110-450-8335	.00	16.10	16.10
17471	Banner Bank	PEGGY MAR	47	Don Quixote	110-450-8335	.00	6.28	6.28
17471	Banner Bank	PEGGY MAR	48	Wise Mans Fear Kingkiller	110-450-8335	.00	17.10	17.10
17471	Banner Bank	PEGGY MAR	49	Foraging Oregon Finding Ideas	110-450-8335	.00	22.45	22.45
17471	Banner Bank	PEGGY MAR	50	Good Omens the Nice and accura	110-450-8335	.00	11.65	11.65
17471	Banner Bank	PEGGY MAR	51	Boxer Rebellion Saints	110-450-8335	.00	8.08	8.08
17471	Banner Bank	PEGGY MAR	52	City We Became Great Cities	110-450-8335	.00	9.96	9.96
17471	Banner Bank	PEGGY MAR	53	Want a Hug Consent and Boundri	110-450-8335	.00	15.29	15.29
17471	Banner Bank	SAM MAR 20	1	Staples- Envelopes/Postits/6" Bin	110-410-6230	.00	50.78	50.78
17471	Banner Bank	SAM MAR 20	2	Staples- Envelopes/Postits/6" Bin	110-420-6234	.00	6.76	6.76
17471	Banner Bank	SAM MAR 20	3	Staples- Envelopes/Postits/6" Bin	110-440-6230	.00	16.93	16.93
17471	Banner Bank	SAM MAR 20	4	Staples- Envelopes/Postits/6" Bin	110-450-6230	.00	6.77	6.77
17471	Banner Bank	SAM MAR 20	5	Staples- Envelopes/Postits/6" Bin	110-460-6234	.00	16.93	16.93
17471	Banner Bank	SAM MAR 20	6	Staples- Envelopes/Postits/6" Bin	110-480-6230	.00	10.16	10.16
17471	Banner Bank	SAM MAR 20	7	Staples- Envelopes/Postits/6" Bin	220-490-6230	.00	20.31	20.31
17471	Banner Bank	SAM MAR 20	8	Staples- Envelopes/Postits/6" Bin	230-490-6230	.00	88.02	88.02
17471	Banner Bank	SAM MAR 20	9	Staples- Envelopes/Postits/6" Bin	240-490-6230	.00	88.02	88.02
17471	Banner Bank	SAM MAR 20	10	Staples- Envelopes/Postits/6" Bin	312-490-6230	.00	33.85	33.85
17471	Banner Bank	SAM MAR 20	11	Staples P-Touch , 10 Key	110-410-6230	.00	200.07	200.07
17471	Banner Bank	SAM MAR 20	12	CheckR - Library Volunteers back	110-450-6128	.00	329.90	329.90
17471	Banner Bank	SAM MAR 20	13	Webfoot Screen Printing - Nick/ H	230-490-6712	.00	71.17	71.17
17471	Banner Bank	SAM MAR 20	14	Webfoot Screen Printing - Nick/Hu	240-490-6712	.00	71.16	71.16
17471	Banner Bank	SAM MAR 20	15	Webfoot Screen Printing - Peggy	110-450-6290	.00	71.16	71.16
17471	Banner Bank	SAM MAR 20	16	Webfoot Screen Printing - Sam Sh	110-410-6290	.00	71.16	71.16
17471	Banner Bank	SAM MAR 20	17	Staples - Postit page markers Libr	110-450-6230	.00	6.54	6.54
17471	Banner Bank	SAM MAR 20	18	Staples - Paper	110-410-6230	.00	16.37	16.37
17471	Banner Bank	SAM MAR 20	19	Staples - Paper	110-420-6234	.00	2.18	2.18
17471	Banner Bank	SAM MAR 20	20	Staples - Paper	110-440-6230	.00	5.46	5.46
17471	Banner Bank	SAM MAR 20	21	Staples - Paper	110-450-6230	.00	2.18	2.18
17471	Banner Bank	SAM MAR 20	22	Staples - Paper	110-460-6234	.00	5.46	5.46
17471	Banner Bank	SAM MAR 20	23	Staples - Paper	110-480-6230	.00	3.27	3.27
17471	Banner Bank	SAM MAR 20	24	Staples - Paper	220-490-6230	.00	6.55	6.55
17471	Banner Bank	SAM MAR 20	25	Staples - Paper	230-490-6230	.00	28.38	28.38

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
17471	Banner Bank	SAM MAR 20	26	Staples - Paper	240-490-6230	.00	28.38	28.38
17471	Banner Bank	SAM MAR 20	27	Staples - Paper	312-490-6230	.00	10.92	10.92
17471	Banner Bank	SAM MAR 20	28	Office Depot- Mailing/ Folder Labe	110-410-6230	.00	10.50	10.50
17471	Banner Bank	SAM MAR 20	29	Office Depot- Mailing/ Folder Labe	110-420-6234	.00	1.40	1.40
17471	Banner Bank	SAM MAR 20	30	Office Depot- Mailing/ Folder Labe	110-440-6230	.00	3.50	3.50
17471	Banner Bank	SAM MAR 20	31	Office Depot- Mailing/ Folder Labe	110-450-6230	.00	1.40	1.40
17471	Banner Bank	SAM MAR 20	32	Office Depot- Mailing/ Folder Labe	110-460-6234	.00	3.50	3.50
17471	Banner Bank	SAM MAR 20	33	Office Depot- Mailing/ Folder Labe	110-480-6230	.00	2.10	2.10
17471	Banner Bank	SAM MAR 20	34	Office Depot- Mailing/ Folder Labe	220-490-6230	.00	4.20	4.20
17471	Banner Bank	SAM MAR 20	35	Office Depot- Mailing/ Folder Labe	230-490-6230	.00	18.20	18.20
17471	Banner Bank	SAM MAR 20	36	Office Depot- Mailing/ Folder Labe	240-490-6230	.00	18.20	18.20
17471	Banner Bank	SAM MAR 20	37	Office Depot- Mailing/ Folder Labe	312-490-6230	.00	7.00	7.00
17471	Banner Bank	SAM MAR 20	38	GoDaddy renewal	314-490-6122	.00	20.17	20.17
Total 17471:						.00		4,094.49
17472								
17472	Century Link	APR 2023	1	Internet Service	230-490-6440	.00	81.25	81.25
Total 17472:						.00		81.25
17473								
17473	City of Lowell	MARCH 202	1	Water Service	110-410-6420	.00	105.06	105.06
17473	City of Lowell	MARCH 202	2	Water Service	110-450-6420	.00	282.36	282.36
17473	City of Lowell	MARCH 202	3	Water Service	110-450-6420	.00	7.05	7.05
17473	City of Lowell	MARCH 202	4	Water Service	220-490-6420	.00	2.82	2.82
17473	City of Lowell	MARCH 202	5	Water Service	230-490-6420	.00	35.54	35.54
17473	City of Lowell	MARCH 202	6	Water Service	240-490-6420	.00	948.80	948.80
17473	City of Lowell	MARCH 202	7	Sewer Service	110-410-6425	.00	245.06	245.06
17473	City of Lowell	MARCH 202	8	Sewer Service	110-420-6425	.00	134.28	134.28
17473	City of Lowell	MARCH 202	9	Sewer Service	110-450-6425	.00	16.79	16.79
17473	City of Lowell	MARCH 202	10	Sewer Service	220-490-6425	.00	6.71	6.71
17473	City of Lowell	MARCH 202	11	Sewer Service	230-490-6425	.00	67.14	67.14
17473	City of Lowell	MARCH 202	12	Sewer Service	240-490-6425	.00	604.26	604.26
Total 17473:						.00		2,455.87
17474								
17474	City of Oakridge	APRIL/2023/	1	Police Service	110-430-6118	.00	2,673.99	2,673.99
Total 17474:						.00		2,673.99
17475								
17475	Ingram Library Services	73967210	1	Book - Killing the Ledgends	110-450-8225	.00	18.00	18.00
17475	Ingram Library Services	73967210	2	Auto Proc w/o Pocket	110-450-8225	.00	1.49	1.49
17475	Ingram Library Services	73967210	3	Shipping	110-450-8225	.00	17.79	17.79
Total 17475:						.00		37.28
17476								
17476	Lane Electric Cooperative	MARCH 202	1	Electricity	110-410-6430	.00	282.70	282.70
17476	Lane Electric Cooperative	MARCH 202	2	Electricity	110-420-6430	.00	160.40	160.40
17476	Lane Electric Cooperative	MARCH 202	3	Electricity	110-450-6430	.00	302.47	302.47
17476	Lane Electric Cooperative	MARCH 202	4	Electricity	110-470-6326	.00	66.92	66.92
17476	Lane Electric Cooperative	MARCH 202	5	Electricity	220-490-6430	.00	16.77	16.77
17476	Lane Electric Cooperative	MARCH 202	6	Electricity	230-490-6430	.00	1,240.10	1,240.10

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
17476	Lane Electric Cooperative	MARCH 202	7	Electricity	240-490-6430	.00	1,973.43	1,973.43
17476	Lane Electric Cooperative	MARCH 202	8	Electricity	312-490-6430	.00	1,027.48	1,027.48
Total 17476:						.00		5,070.27
17477								
17477	Lowell Mini Storage	APRIL 2023	1	Storage Rental Unit #L029	314-490-6705	.00	80.00	80.00
Total 17477:						.00		80.00
17478								
17478	Lowell School District	FUEL JUL-JA	1	Fuel for Quad Cab	230-490-6710	.00	684.13	684.13
Total 17478:						.00		684.13
17479								
17479	Oregon Fence Co.	29944	1	Remove existing fence- install ne	110-450-6320	.00	2,539.60	2,539.60
17479	Oregon Fence Co.	29944	2	Remove existing fence- install ne	110-410-6320	.00	1,088.40	1,088.40
Total 17479:						.00		3,628.00
17480								
17480	Verizon Wireless	9930772314	1	Cell Phone, tablet	110-410-6440	.00	89.93	89.93
17480	Verizon Wireless	9930772314	2	Cell Phone, tablet	230-490-6440	.00	107.87	107.87
17480	Verizon Wireless	9930772314	3	Cell Phone	240-490-6440	.00	73.15	73.15
Total 17480:						.00		270.95
17481								
17481	Wells Fargo Financial Leas	5024215676	1	Monthly Copier Lease	110-410-6324	.00	95.96	95.96
17481	Wells Fargo Financial Leas	5024215676	2	Monthly copier lease	110-410-6324	.00	95.96	95.96
17481	Wells Fargo Financial Leas	5024215676	3	Documentation fee	110-410-6324	.00	75.00	75.00
Total 17481:						.00		266.92
17482								
17482	Bridge Town Market	MARCH 202	1	Fuel for 2017 Ram	110-420-6710	.00	149.85	149.85
17482	Bridge Town Market	MARCH 202	2	D.I. Water	230-490-6750	.00	3.19	3.19
17482	Bridge Town Market	MARCH 202	3	D.I. Water	240-490-6750	.00	3.19	3.19
Total 17482:						.00		156.23
17483								
17483	Cascade Columbia	857748 8631	1	3 Drums Hypo, 1 drum Thio	240-490-6750	.00	952.80	952.80
17483	Cascade Columbia	857748 8631	2	Tote of Pass C	230-490-6750	.00	2,438.89	2,438.89
Total 17483:						.00		3,391.69
17484								
17484	Caselle	124157	1	Contract Support and Maintenanc	110-410-6122	.00	219.03	219.03
17484	Caselle	124157	2	Contract Support and Maintenanc	110-420-6122	.00	86.15	86.15
17484	Caselle	124157	3	Contract Support and Maintenanc	110-440-6122	.00	16.87	16.87
17484	Caselle	124157	4	Contract Support and Maintenanc	110-450-6122	.00	46.13	46.13
17484	Caselle	124157	5	Contract Support and Maintenanc	220-490-6122	.00	22.10	22.10
17484	Caselle	124157	6	Contract Support and Maintenanc	230-490-6122	.00	400.37	400.37
17484	Caselle	124157	7	Contract Support and Maintenanc	240-490-6122	.00	400.37	400.37

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
17484	Caselle	124157	8	Contract Support and Maintenanc	312-490-6122	.00	82.38	82.38
17484	Caselle	124157	9	Contract Support and Maintenanc	314-490-6122	.00	11.60	11.60
Total 17484:						.00		1,285.00
17485								
17485	Century Link	APRIL 2023	1	Telephone Service	240-490-6440	.00	50.79	50.79
17485	Century Link	APRIL 2023	2	Phone and Auto Dialer for Water	230-490-6440	.00	137.26	137.26
17485	Century Link	APRIL 2023	3	Internet Service	230-490-6435	.00	75.00	75.00
Total 17485:						.00		263.05
17486								
17486	Charter Communications	0017273040	1	Internet	240-490-6435	.00	137.98	137.98
Total 17486:						.00		137.98
17487								
17487	DCBS-Fiscal Services	JANFEBMAR	1	Surcharge on Building Permits Ja	220-490-6524	.00	9.00	9.00
17487	DCBS-Fiscal Services	JANFEBMAR	2	Surcharge on Building Permits Fe	220-490-6524	.00	259.20	259.20
17487	DCBS-Fiscal Services	JANFEBMAR	3	Surcharge on Building Permits Ma	220-490-6524	.00	3,363.00	3,363.00
17487	DCBS-Fiscal Services	JANFEBMAR	4	Surcharge on Electrical Permits F	220-490-6525	.00	9.60	9.60
17487	DCBS-Fiscal Services	JANFEBMAR	5	Surcharge on Electrical Permits M	220-490-6525	.00	129.72	129.72
Total 17487:						.00		3,770.52
17488								
17488	Douglas Fast Net	DFN 0423	1	Processing Fee	110-410-6435	.00	3.00	3.00
17488	Douglas Fast Net	DFN 0423	2	Internet Service	110-410-6435	.00	7.50	7.50
Total 17488:						.00		10.50
17489								
17489	Goschie McCarthy & Assoc	N HYLAND L	1	Real Property Appraisal N Hyland	110-410-8225	.00	600.00	600.00
Total 17489:						.00		600.00
17490								
17490	Lane County Waste Mgmt.	9855040041	1	Dump Fee	240-490-6445	.00	11.50	11.50
Total 17490:						.00		11.50
17491								
17491	Lowell School District	CET Q3 22-2	1	CET Tax	110-2515	.00	32,654.93	32,654.93
Total 17491:						.00		32,654.93
17492								
17492	Mid-State Industrial Inc	0204869	1	Clean Sewer Line on Alder	240-490-6330	.00	498.00	498.00
Total 17492:						.00		498.00
17493								
17493	National Business Solution	IN114835	1	Copy Charges - B/W 2542	110-410-6234	.00	10.68	10.68
17493	National Business Solution	IN114835	2	Copy Charges - Color 578	110-410-6234	.00	24.28	24.28
17493	National Business Solution	IN114835	3	Service Charge JD	110-410-6234	.00	19.00	19.00

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 17493:						.00		53.96
17494								
17494	Nichols, Layli	MAR 2023	1	Consulting Services	110-410-6114	.00	728.00	728.00
17494	Nichols, Layli	MAR 2023	2	Consulting Services	312-490-6114	.00	455.00	455.00
17494	Nichols, Layli	MAR 2023	3	Consulting Services	230-490-6114	.00	455.00	455.00
17494	Nichols, Layli	MAR 2023	4	Consulting Services	240-490-6114	.00	182.00	182.00
Total 17494:						.00		1,820.00
17495								
17495	Northwest Code Profession	4487	1	Building Permit Cost - March 2023	220-490-6150	.00	30,472.50	30,472.50
17495	Northwest Code Profession	4487	2	Electrical Permit Cost March 2023	220-490-6152	.00	810.75	810.75
Total 17495:						.00		31,283.25
17496								
17496	Pacific Office Automation In	5024212975	1	Postage Machine	110-410-6128	.00	44.19	44.19
17496	Pacific Office Automation In	5024212975	2	Postage Machine	230-490-6128	.00	88.37	88.37
17496	Pacific Office Automation In	5024212975	3	Postage Machine	240-490-6128	.00	88.37	88.37
Total 17496:						.00		220.93
17497								
17497	Renewable Resource Grou	156378,1565	1	Invoice 156378 E Coli	240-490-6755	.00	68.40	68.40
17497	Renewable Resource Grou	156378,1565	2	Invoice 156524 BOD,TSS	240-490-6755	.00	216.00	216.00
17497	Renewable Resource Grou	156378,1565	3	Invoice 156608 E Coli	240-490-6755	.00	68.40	68.40
17497	Renewable Resource Grou	156378,1565	4	Invoive 156744 BOD TSS	240-490-6755	.00	216.00	216.00
17497	Renewable Resource Grou	156378,1565	5	Invoice 156827 E Coli	240-490-6755	.00	68.40	68.40
17497	Renewable Resource Grou	156378,1565	6	Invoice 156796 Bac-T	230-490-6755	.00	50.40	50.40
Total 17497:						.00		687.60
17498								
17498	SaniPac	4499287S01	1	Refuse Services	230-490-6445	.00	48.90	48.90
17498	SaniPac	4499287S01	2	Refuse Services	240-490-6445	.00	48.91	48.91
Total 17498:						.00		97.81
17499								
17499	Southside Bank	CITY OF LO	1	Main Street Property - Principal	110-800-7110	.00	307,977.50	307,977.50
17499	Southside Bank	CITY OF LO	2	Main Street Property - Interest	110-800-7510	.00	667.28	667.28
Total 17499:						.00		308,644.78
17500								
17500	Springfield Tire Factory	1056138	1	Tires for Quad Cab	230-490-6324	.00	1,475.50	1,475.50
Total 17500:						.00		1,475.50
17501								
17501	Wells Fargo Financial Leas	5024619627	1	Monthly Lease	110-410-6124	.00	95.96	95.96
Total 17501:						.00		95.96

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Grand Totals:						.00		406,502.34

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
110-2125	.00	353,836.66-	353,836.66-
110-2515	32,654.93	.00	32,654.93
110-410-6114	728.00	.00	728.00
110-410-6122	234.02	.00	234.02
110-410-6124	95.96	.00	95.96
110-410-6128	56.17	.00	56.17
110-410-6220	192.00	.00	192.00
110-410-6230	297.40	.00	297.40
110-410-6234	53.96	.00	53.96
110-410-6290	153.55	.00	153.55
110-410-6320	1,088.40	.00	1,088.40
110-410-6324	266.92	.00	266.92
110-410-6420	105.06	.00	105.06
110-410-6425	245.06	.00	245.06
110-410-6430	282.70	.00	282.70
110-410-6435	10.50	.00	10.50
110-410-6440	89.93	.00	89.93
110-410-8225	600.00	.00	600.00
110-420-6122	86.15	.00	86.15
110-420-6234	12.27	.00	12.27
110-420-6330	59.98	.00	59.98
110-420-6425	134.28	.00	134.28
110-420-6430	160.40	.00	160.40
110-420-6710	149.85	.00	149.85
110-430-6118	2,673.99	.00	2,673.99
110-440-6122	16.87	.00	16.87
110-440-6230	30.72	.00	30.72
110-440-8225	120.51	.00	120.51
110-450-6122	46.13	.00	46.13
110-450-6128	357.87	.00	357.87
110-450-6230	24.03	.00	24.03
110-450-6234	34.54	.00	34.54
110-450-6290	265.27	.00	265.27
110-450-6320	2,539.60	.00	2,539.60
110-450-6420	289.41	.00	289.41
110-450-6425	16.79	.00	16.79
110-450-6430	302.47	.00	302.47
110-450-8225	37.28	.00	37.28
110-450-8335	562.84	.00	562.84
110-460-6234	30.72	.00	30.72
110-470-6326	66.92	.00	66.92
110-480-6230	18.43	.00	18.43
110-800-7110	307,977.50	.00	307,977.50
110-800-7510	667.28	.00	667.28
220-2125	.00	35,139.00-	35,139.00-
220-490-6122	22.10	.00	22.10
220-490-6150	30,472.50	.00	30,472.50
220-490-6152	810.75	.00	810.75

GL Account	Debit	Credit	Proof
220-490-6230	36.83	.00	36.83
220-490-6420	2.82	.00	2.82
220-490-6425	6.71	.00	6.71
220-490-6430	16.77	.00	16.77
220-490-6524	3,631.20	.00	3,631.20
220-490-6525	139.32	.00	139.32
230-2125	.00	8,353.55-	8,353.55-
230-490-6114	455.00	.00	455.00
230-490-6122	400.37	.00	400.37
230-490-6128	88.37	.00	88.37
230-490-6230	159.69	.00	159.69
230-490-6324	1,475.50	.00	1,475.50
230-490-6330	150.22	.00	150.22
230-490-6420	35.54	.00	35.54
230-490-6425	67.14	.00	67.14
230-490-6430	1,240.10	.00	1,240.10
230-490-6435	75.00	.00	75.00
230-490-6440	326.38	.00	326.38
230-490-6445	48.90	.00	48.90
230-490-6710	684.13	.00	684.13
230-490-6712	565.03	.00	565.03
230-490-6750	2,531.78	.00	2,531.78
230-490-6755	50.40	.00	50.40
240-2125	.00	7,420.09-	7,420.09-
240-490-6114	182.00	.00	182.00
240-490-6122	400.37	.00	400.37
240-490-6128	88.37	.00	88.37
240-490-6230	159.69	.00	159.69
240-490-6234	199.50	.00	199.50
240-490-6320	378.99	.00	378.99
240-490-6330	498.00	.00	498.00
240-490-6420	948.80	.00	948.80
240-490-6425	604.26	.00	604.26
240-490-6430	1,973.43	.00	1,973.43
240-490-6435	137.98	.00	137.98
240-490-6440	123.94	.00	123.94
240-490-6445	60.41	.00	60.41
240-490-6712	71.16	.00	71.16
240-490-6750	955.99	.00	955.99
240-490-6755	637.20	.00	637.20
312-2125	.00	1,626.28-	1,626.28-
312-490-6114	455.00	.00	455.00
312-490-6122	82.38	.00	82.38
312-490-6230	61.42	.00	61.42
312-490-6430	1,027.48	.00	1,027.48
314-2125	.00	126.76-	126.76-
314-490-6122	46.76	.00	46.76
314-490-6705	80.00	.00	80.00
Grand Totals:	<u>406,502.34</u>	<u>406,502.34-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

Bank.Name = "General"



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

To: Mayor Bennett and City Council
From: Jeremy Caudle, City Administrator
Date: Monday, May 15, 2023
Re: Administrator's report for May

MEMO

This City Administrator's report covers activities since the April 18, 2023 regular meeting. A summary of major activities is as follows:

E. Main Street property

1. We have paid off the loan that we used to acquire the 205 E. Main Street property. We can now mark this project as having been completed.

Surplus city properties

1. On May 10, I filed the partition plats for the Rolling Rock Park and old City Hall properties with the county surveyor. Lane County Deeds and Records called me last week to confirm that they received the partition plats and to accept payment for the filing fees. As soon as my schedule allows, I will prepare a request for qualifications for a real estate professional to assist us in selling these properties. I will also contact environmental firms to get quotes for phase 1 environmental reports on both properties. We also need to get a hazardous materials study on the old City Hall building before demolishing it. That is also on my to-do list.

Integrator of record

1. We have received numerous inquiries into the request for qualifications for the integrator of record. Responses are due on May 31. If we choose to do interviews, that will occur on June 5. We would then present the recommended firm at the June 6 City Council meeting for review and approval.

Update on audit

1. Emerald CPA completed their field work at City Hall last week. Their goal is to complete the audit in the next week or so. We should be able to submit our audited financial statements to the State Audit Division by our extended deadline for May 31. I have scheduled Emerald CPA to speak to you at the June 20 meeting.

Update on development issues

1. LCOG is behind on sending us invoices for legal and planning work completed since January 1. Until I receive those invoices, I cannot prepare bills to recoup our costs for land use applications and other development work that the city has managed. For instance, I still have not yet billed the applicant for the previous Dollar General land use application. I also do not have an exact number on the city's cost to complete the development code updates. I expect our billings for our costs to manage land use applications will be several thousand dollars. I anticipate being able to send these bills before the fiscal year-end.
2. On May 1, staff met with representatives from North Shore LLC, the developer for the mixed-used project on North Pioneer St. The developer requested the meeting to review the conditions of approval that they needed to fulfill prior to receiving building permits. At this meeting, we clarified what materials they needed to turn in prior to receiving building permits. They indicated that they would work on submitting this information as soon as possible, as it appears they are ready to start the building process.
3. The Lowell School District fulfilled their conditions of approval to receive building permits for the classroom and weightroom project on E. Main St. They received their building permits last week.

City annex/emergency management plan

1. I submitted our city annex to Lane County Emergency Management. They are completing their review of our submission.

Other items

1. Earlier in the year, City Council approved a resolution that documents City Hall's address for our SAM.gov renewal. With this resolution, I renewed our SAM.gov registration.
2. I submitted our ARPA report to the US Treasury Department prior to the April 30 deadline.
3. I attended the May 9 Blackberry Jam Festival Committee meeting. The committee reviewed a checklist of to-do items, and they assigned tasks to individual committee members. The committee chairperson and I plan to meet in the next few weeks to catch up on the task list.
4. On May 12, I participated in the League of Oregon Cities' "Small cities meeting" in Cottage Grove. The League's president and executive director reviewed their new strategic plan. The strategic plan contains numerous initiatives, many of which focus on enhancing their training and other services to member cities. You can find more information here: <https://www.orcities.org/application/files/6016/6213/7963/LOC_-_Strategic_Plan_Booklet_Spreads_email.pdf>.

5. On May 12, I met with Councilors Harris and Murray to review their proposed process for my annual evaluation. We have included that item for further discussion later in the agenda.
6. My focus over April and into early may was completed the recommended budget.

LOWELL PATROL LOG April 2023

DATE	OFFICERS	START TIME	END TIME	# HOURS	CONTACTS	ARRESTS	CITES	WARNINGS	CALLS	REPORT #
2-Apr	410	14:00	14:45	0:45						
7-Apr	404	17:30	22:00	4:30						
12-Apr	404	0:00	1:30	1:30						
12-Apr	404	23:15	0:45	1:30						
12-Apr	402	22:00	23:30	1:30						
13-Apr	403	16:30	20:00	3:30						
14-Apr	410	16:30	20:45	4:15						
16-Apr	410	18:15	19:00	0:45						
18-Apr	402	14:30	17:00	2:30						
19-Apr	403	16:30	18:30	2:00						
20-Apr	404	14:10	15:10	1:00						
20-Apr	404	15:40	16:40	1:00						
21-Apr	404	12:00	13:00	1:00						
22-Apr	404	6:20	7:20	1:00						
22-Apr	410	8:00	10:30	2:30						
22-Apr	410	21:00	21:45	0:45						
23-Apr	410	18:30	20:00	1:30						
24-Apr	401	11:30	14:30	3:00						
24-Apr	401	16:30	18:00	1:30						
24-Apr	403	16:30	18:00	1:30						
25-Apr	403	13:00	14:30	1:30						
27-Apr	404	13:15	14:15	1:00						
ADMIN				1						
TOTAL HOURS				41.0						

TRAFFIC VIOLATIONS	CITATION	WARNING
SPEED	3	2
DWS		
FAIL TO SIGNAL		
STOP VIOLATIONS		
OTHER MOVING		

DATE	TIME	VIOLATION
14-Apr	16:48	Traffic Stop
	19:08	Traffic Stop
	20:00	Traffic Stop
22-Apr	8:55	Traffic Stop
	9:11	Traffic Stop

Agenda Item Sheet

City of Lowell City Council

Type of item:	Appointments
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Item title/recommended action:

Review Budget Committee application from John F. Petrie. – Discussion/ Possible action
City Council may vote to appoint Petrie for a term ending December 31, 2025.

Justification or background:

The Budget Committee has 3 vacancies. Staff encouraged members of the public to apply through several advertisements in "The Bridge." In response, John Petrie submitted an application to join the committee. If appointed, Petrie's term would last until 12/31/2025.

Budget impact:

N/A

Department or Council sponsor:

City Council

Attachments:

Volunteer application

Meeting date:	05/16/2023
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VOLUNTEER APPLICATION

BOARDS, COMMISSIONS, AND COMMITTEES

Contact Information	
Name:	John F Petrie
Street Address:	[REDACTED]
Mailing Address:	[REDACTED]
City/State/Zip Code:	Lowell OR 97452
Home Phone:	[REDACTED]
Work Phone:	[REDACTED]
E-Mail Address:	[REDACTED]

Background	
Years of Residence in Lowell:	7 months
Place of Employment:	Clarke's Sheet Metal, Inc / Eugene, OR
Occupation:	Accountant
Educational Background:	Bachelor's Degree in Accounting
Prior Civic Activities:	None

Boards, Commissions, or Committees of Interest

Please check all of the following Boards, Commissions, or Committees that interest you:

- City Council**
- Budget Committee**
- Planning Commission**
- Parks and Recreation Committee**
- Economic Development Committee**
- Library Committee**
- Blackberry Jam Festival Committee**
- Other short-term task groups**

Special Skills or Qualifications

Summarize any special training, skills or experience you may have pertinent to the Board, Commission, or Committee to which you are applying.

I have 15 plus years of accounting experience, with 10 running accounting departments. I have been able to see the big picture on all aspects of the the running of multi-million dollar companies.

"Where is the money going and where are we getting the income from."

Motivation

Discuss your motivation for serving on this Board, Commission, or Committee.

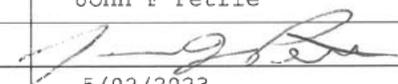
I have only been part of the community for a short time but I already see that this place is home. And I want to give back where I can to insure my home stays as comfortable to me in the future as it feels now.

Special Notice

Please be advised that members of the City Council and Planning Commission are required to file an annual **Statement of Economic Interest** with the State of Oregon.

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)	John F Petrie
Signature	
Date	5/02/2023

Our Policy

It is the policy of the City of Lowell to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability. The City of Lowell accepts applications from potential volunteers throughout the year and will hold applications until vacancies exist on specific boards, commissions, or committees. Thank you for completing this application form and for your interest in volunteering with us.

Applications may be submitted by mail, in person, or email to:

City of Lowell
P.O. Box 490
107 East Third Street
Lowell, OR 97452
volunteer@ci.lowell.or.us

Agenda Item Sheet

City of Lowell City Council

Type of item:	Other
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Item title/recommended action:

Review offers received on the city's surplus property located at map and tax lot number 19-01-14-24-04500. – Discussion/ Possible action

At this time, City Council may vote to accept one of the offers contingent on a public hearing to be held on June 6, 2023 at 7:00 pm.

Justification or background:

Staff request direction from City Council, based on the outcome of City Council's deliberations in executive session, regarding the sale of the surplus city lot on the 70 N. Pioneer St. campus. If the City Council decides to accept an offer, we will schedule a public hearing for June 6. State law requires the public hearing, and the sale is not final until then. For background, staff advertised the property through the multiple listing service to ensure all interested parties have an opportunity to make an offer. This is in addition to the large "for sale" sign on the property, as well as the information that we posted on the city website and Facebook page. All of the sale proceeds will go towards paying off the loan for the City Hall construction.

Budget impact:

To be determined

Department or Council sponsor:

Administration

Attachments:

N/A

Meeting date:	05/16/2023
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Agenda Item Sheet

City of Lowell City Council

Type of item:	Personnel
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Item title/recommended action:

Follow up discussion on City Administrator performance evaluation process. – Discussion/
Possible action

Council sponsors: Councilors Murray and Harris

Justification or background:

At the March 21, 2023 meeting, City Council appointed Councilors Harris and Murray to create a new performance evaluation process for the City Administrator's annual performance evaluation. Councilors Harris and Murray have prepared their recommended process, with buy-in from the City Administrator, for the City Council's review. If City Council agrees with the proposed new process, staff request a motion from City Council to approve the process as outlined in the memo so that we can begin the evaluation.

Budget impact:

N/A

Department or Council sponsor:

City Council

Attachments:

Memo outlining the performance evaluation process for 2023

Meeting date:	05/16/2023
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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

To: Mayor Bennett and City Council
From: City Administrator Jeremy Caudle
Date: May 15, 2023
Re: Follow up on 2023 evaluation process for City Administrator

MEMO

1. Executive summary

The evaluation process that I outline in this memo is the work of City Councilors Harris and Murray. I had the opportunity to provide input on what Councilors Harris and Murray proposed during our May 12 meeting. I offered to prepare a memo describing the recommendations, and they agreed.

The process is qualitative in nature. This means that the evaluation is the product of reflection and written responses to questions. This process is more subjective compared to previous processes that focused on rating scales. The process is intended, however, to provide information to all parties that is more useful than a system that focuses on rating scales.

The process includes multiple steps and sources of information. The first source of information is a self-evaluation from the City Administrator. The second source of information includes verbal or written comments from the City Administrator's direct reports. The third source of information includes written responses to questions from individual City Councilors.

The City Council will then synthesize these various sources of information into a final report. The final report will summarize the City Administrator's strengths, areas for improvement, and direction for the year ahead. The final report will also compile all the written comments from all sources. I believe it is important for me to have a compilation of the written comments, and not just the summary report, for insight into the reasoning behind the final report.

I budgeted for merit increases in the recommended budget. If approved, the merit increases will provide a 3.5% increase for all city employees. This increase goes into effect on July 1.

I am asking for the same increase. For that reason, I request that the City Council complete the evaluation process no later than July 18. That way, I can receive a merit increase benefit at the same level as other employees without too much delay. (I do not anticipate a regular meeting on the first Tuesday due to the Independence Day holiday.) If the process continues past July 1, I request making the merit increase retroactive to the effective date as all other city employees.

2. Explanation of the evaluation process

Step 1: City Administrator performance evaluation

DUE DATE: May 26

The City Administrator turns in a self-evaluation to the City Council consisting of two parts. The first part is a retrospective discussion, which focuses on achievements, challenges, and other highlights since the last performance period. The second part is a prospective discussion, which focuses personal and professional goals for the next year, areas of support needed from the City Council, and an assessment of opportunities and challenges in the months ahead.

Step 2: Invite the City Administrator's direct reports to submit feedback

DUE DATE: May 17 for the Mayor to send the letter to the City Administrator's direct reports. May 26 for staff to turn in verbal or written comments.

The Mayor, on behalf of the City Council, emails the City Administrator's direct reports inviting them to submit feedback on the City Administrator's performance. This feedback can be in written format, or they can schedule a phone call or meeting with the Mayor to provide verbal comments. Employees are encouraged, but not required, to participate.

The feedback requested under this process includes responses to the following three items: (1) the employee's assessment of the City Administrator's overall performance; (2) the employee's interactions with and observations of the City Administrator; (3) the level of support that the employee received from the City Administrator over the past performance period.

Attachment A includes recommended wording for the Mayor's letter to the City Administrator's direct reports.

Step 3: City Councilors prepare their written evaluation comments

DUE DATE: May 26

Each City Councilor prepares a written report addressing the following items:

- a) Evaluation of the City Administrator's performance achieving goals previously established by the City Council
- b) Assessment of the relationships between the City Administrator and relevant local and regional leadership, and other key stakeholders
- c) Areas in which the City Administrator worked with individual councilors to address issues facing the city.

City Councilors turn in this report to the designated City Councilor on or before the due date.

Step 4: Compile the information received from Step 2 and Step 3

DUE DATE: June 6

A City Councilor, as appointed by the City Council, compiles the information received from Step 2 and Step 3 in time for the June 6 executive session. This means that a member of City Council types (or copies and pastes) the comments received from the two steps into a single report. The report will contain all the comments. The goal of this step is to anonymize comments as much as possible and to organize them in one place.

This City Councilor should also prepare a draft summary report. The summary report—around 1 to 2 pages in length—synthesizes themes from the information received from Step 2 and Step 3. The summary report will also include direction to the City Administrator for future improvement and action, discussion of areas of noteworthy performance, and a discussion on the City Council's expectations and goals until the next performance period.

Step 5: City Councilors review the information from Step 4 in executive session

DUE DATE: June 6

At the June 6 executive session, City Council reviews the City Administrator self-evaluation, report containing staff feedback, report containing City Councilor evaluation comments, and first draft of summary report. City Council provides their comments on edits to the summary report. At this meeting, City Council may have follow up questions for the City Administrator on information received from the preceding steps. This meeting is an opportunity for City Council to gather that follow up information for inclusion in the final report.

Step 6: Incorporate edits from Step 4 into final report

DUE DATE: June 20

The City Councilor appointed by the City Council prepares the final report. This final report incorporates the edits from Step 5. At the June 20 executive session, City Council reviews this final report. If City Council is satisfied with the final report, then City Council presents the final report and compilation of comments to the City Administrator. Upon returning from executive session, City Council may vote on a merit increase.

If City Council is not satisfied with the final report, then the designated City Councilor continues working until the July 18 executive session. At the July 18 executive, City Council will review the final report and present the evaluation materials to the City Administrator. A vote may follow the executive session on a merit increase.

3. Thoughts for future direction

Councilors Harris and Murray recommend that City Council implement a policy to formalize the evaluation process. A draft of that policy is in Attachment B.

The rationale behind implementing the policy is to put the onus on City Council to initiate and manage the evaluation process according to predetermined standards. The policy is also intended to ensure its continuation in case of turnover on the City Council or in the City Administrator position.

The three of us agreed to use a process this year based on the proposed policy, with further work on the policy to continue over the next several months.

4. Summary of deliverables

A summary of the deliverables includes:

- a) City Administrator self-evaluation
- b) Compiled comments received from City Administrator's direct reports
- c) Compiled comments received from City Council
- d) Final report summarizing City Council's findings, recommendations, goals, and other information

ATTACHMENT A

As you know, the City Council is responsible for the annual evaluation of the city administrator, one of our most important responsibilities. The entire evaluation is only partially about reviewing past performance; it is in large part about helping the city administrator and the city succeed going forward.

You are an important component to an effective and useful assessment as you have direct and relevant experience with the city administrator's leadership. It is important that you participate in this effort.

As we conduct the review for this past year, we ask that you take time to provide us with feedback regarding the city administrator's performance and about your interactions with, observations of, and level of support from them. We know you have many important responsibilities before you but given the importance of the task we do ask that you try and make time to participate in the review.

The format is up to you, and we will not share your identity unless authorized. We are also happy to talk via phone or in person. Please submit any written feedback to the mayor and/or council president by **XXX**. Alternatively, contact the mayor or council president by **XXX** if you prefer to give feedback via phone/in-person so that we can schedule time for this purpose.

As noted earlier, we use this process to help shape the city administrator's expectations moving forward. Thus, we ask that you consider both retrospective and prospective elements to your feedback. We want to take a balanced approach to the city administrator's evaluation in evaluating their past performance and how they are positioned to lead on the tasks ahead.

Thank you for your help in this important endeavor, and for your service to the City of Lowell.

Sincerely,

ATTACHMENT B

Adopted by the City Council on XXX

City Administrator Review & Evaluation Policy

The City Council of Lowell, Oregon (the "Council") will evaluate the city administrator on a regular basis to facilitate clear communication, reflect best practices and promote the effective execution of the City's strategic plans. To accomplish this, the Council shall adhere to the following Policy on City Administrator Review and Evaluation:

1. Guiding Principles

- 1.1. Evaluating the City Administrator is a non-delegable responsibility of the Council. While various viewpoints will be solicited and considered, the Council must take direct responsibility for the evaluation.
- 1.2. A review of the City Administrator should be based on the City's values and the objectives set forth in its charter, goals and strategic plans.
- 1.3. Objectivity and candor, as well as a well-defined and timely process, are critical to an effective evaluation.
- 1.4. Nothing in the establishment of annual or comprehensive review policies and processes should imply that informal, ongoing evaluations cannot, should not or will not occur; ongoing, reciprocal communication between the city administrator and Council is important to effective governance of the City.

2. Timelines

- 2.1. Annual Review – The Council shall undertake a performance evaluation of the city administrator on at least an annual basis (the "Annual Review"). The annual review shall take place during a timeframe specified by the mayor or designee(s), with consideration of the calendar and meetings of the Council. Typically, this timeframe would fall between **May and June**.
- 2.2. Comprehensive Review – The Council shall undertake a comprehensive evaluation and review (the "Comprehensive Review") at least every five years of a city administrator's tenure during a timeframe specified by the mayor or designee(s), with consideration of the calendar and meetings of the Council.

3. Components of the Annual Review

- 3.1. City Administrator's Annual Self-Assessment – The city administrator shall complete an annual self-evaluation, due to the Council at a date specified by the mayor. The self-evaluation shall include a retrospective component and a prospective component as described below.
 - 3.1.1. The retrospective portion will customarily include, but is not limited to: city achievements and the city administrator's role(s) therewith; assessment of the city administrator's relationships with the Council, relevant local and regional leadership, and other key stakeholders; a review of goals previously established by Council and progress made toward those goals; and identification of significant institutional or personal challenges faced throughout the preceding year, with particular focus on those likely to persist into the future.

- 3.1.2. The prospective portion will customarily include, but is not limited to: goals the city administrator proposes for him/herself and the City over the course of (i) the next year and (ii) the next five years; professional development plans or objectives; an assessment of the City's primary opportunities, challenges, strengths and needs, especially as those items relate to the Cities strategic plan; and areas in which the city administrator seeks Council's assistance.
 - 3.2. City Councilors Annual Assessment
 - 3.2.1. Councilors will, individually, evaluate the city administrator's performance achieving goals previously established by Council; assess the relationships between the city administrator and relevant local and regional leadership, and other key stakeholders; and areas in which the city administrator worked with individual councilors to address issues facing the city.
 - 3.3. Feedback Review
 - 3.3.1. The mayor or designee(s) shall solicit feedback from Council members and the city administrator's direct reports.
 - 3.3.2. Solicitation of Other Information and Material – The mayor or designee(s) may solicit information on the City Administrators performance from other members of the Lowell community and, where appropriate, external constituencies. Nothing in this section is meant to imply an obligation by the Council to solicit or accept information or material from any individual, organization or position. All material collected or obtained shall be provided to the city administrator.
- 4. Components of the Comprehensive Review
 - 4.1. Prior to the commencement of each comprehensive review, the mayor or council president shall establish the components and related processes not otherwise specified in this policy by which the comprehensive review shall be administered. The comprehensive review shall supplement, and not replace, the annual review.
- 5. Reporting
 - 5.1. Annual Review – Following the completion of each annual review, the mayor or designee(s) shall prepare a report summarizing its findings and any associated recommendations, goals or action items for the City Administrator. Such findings and recommendations may include consideration of compensation. This report shall be presented to the Council at the first regular meeting of the Council following completion of the annual review.
 - 5.2. Following the completion of each comprehensive review, the mayor or designee(s) shall prepare a report summarizing its findings and any associated recommendations, goals or action items for the city administrator. This report shall be presented to the Council at the first regular meeting of the Council following the completion of the comprehensive review.
- 6. Establishment of Goals and Expectations
 - 6.1. Upon completion of the Annual Review, but not later than thirty (30) days following the Council's acceptance of the report required in section 6.1, the Council will establish and

Agenda Item Sheet

City of Lowell City Council

Type of item:	Discussion
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Item title/recommended action:

Discussion on traffic calming measures on Main Street. – Discussion
Presenter: Public Works Director Max Baker

Justification or background:

The city has received several complaints and concerns from the School District and others regarding traffic on Main Street. These concerns have included requests for the city to install traffic calming measures, such as speed bumps. Public Works Director Max Baker has a presentation on this issue for City Council's awareness, as well as recommendations from the City Engineer regarding speed bumps. After the presentation, staff request direction from City Council on next steps regarding the installation of speed bumps.

Budget impact:

To be determined

Department or Council sponsor:

Public Works

Attachments:

"Main Street Traffic Analysis" memo from Civil West Engineering

Meeting date:	05/16/2023
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1 MAIN STREET TRAFFIC ANALYSIS

1.1 General Information

The City of Lowell, Oregon has requested Civil West Engineering Services to evaluate the current conditions of the section of Main Street between Alder Street and Pioneer Street regarding speeding violations. This section of Main Street is adjacent to Lowell High School and serves the school's parking lot. Through observation, there is an abundance of speeding violations by the high schools' students and possibly other residents. These speeding violations not only impact the safety of the people of Lowell but have generated altercations between drivers and/or pedestrians.

The City of Lowell will hold a council meeting on May 16th, 2023, to discuss precautions for reducing the traffic speed in this area. The purpose of this analysis is to provide guidance to the City of Lowell as they decide how to effectively reduce speeding with the use of traffic calming devices.

1.2 Traffic Calming Devices

Traffic Calming Devices are widely used across the nation to help reduce reckless driving as well as ensuring the public's safety. The City of Lowell has a variety of options to enforce speed reductions. These devices include, but are not limited to speed bumps, humps, and tables, chicanes and chokers, corner extensions/bulb-outs, digital radar speed signs, and narrowing of the road.



Figure 1: Example Curb Extension/Bulb-Out (Source: [GG Wash.org](http://GGWash.org))

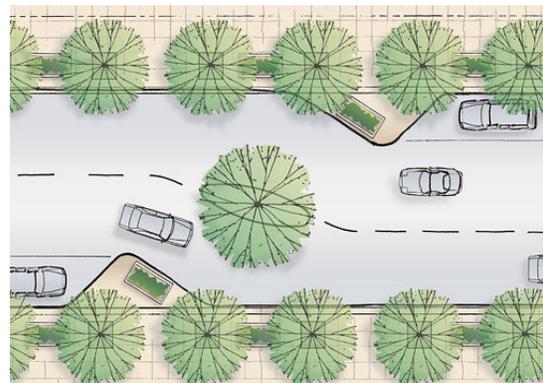


Figure 2: Example Chicane (Source: sfbetterstreets.org)

1.3 Pros & Cons of Traffic Calming Device

Device Type	Pros	Cons	Estimated Cost
Precast Rubber Speed bumps, Humps, & Tables	Can choose from a Varsity of types and sizes. Easy to install. A more cost-efficient traffic calming method. Easy to maintain and/or replace. Can be relocated with ease. Speed humps will have less impact on larger vehicles such as busses and emergency vehicles than speed bumps.	Inconvenient for some drivers. Can damage vehicles if traveling at high speeds. May cause delays for emergency vehicles. Precast speed bumps can be tampered with by the public.	Prices can range from \$400.00 to \$1000 for 30' road widths. Installation costs range from \$1,000 to \$2,000
AC Speed Bumps & Humps	Can be designed and constructed for varying situations. Standard installation techniques. Installation can be done quickly. Speed humps will have less impact on larger vehicles such as busses and emergency vehicles than speed bumps.	Inconvenient for some drivers. Can damage vehicles if driving at high speeds. May cause delays for emergency vehicles. Can deteriorate over time. More difficult to maintain or replace.	\$1,500 - \$2,000 per Speed Bump. \$2,000 - \$4,000 per Speed Hump. Total cost: \$6,000 – \$16,000
Chicanes/Chokers	Can be designed and constructed for aesthetics as well as function.	Requires material procurement, heavy machinery, excavation, and installation. May require road or lane closures. May cause accidents due to traffic pattern changes	\$50,000 - \$75,000
Corner Extensions & Bulb-outs	Safer for pedestrians attempting to cross the street. Helps reduce speed by narrowing sections of the road.	Requires material procurement, heavy machinery, excavation, and installation. May require road or lane closures. Has a high estimated cost. Can have no effect for this section of road.	\$25,000 - \$30,000 / Bulb-Out Total Cost: \$100,000 - \$150,000
Radar Speed Signs	Notifies drivers if speeding in real time. Can help identify speed violators. Provides a loose form of law enforcement.	Due to the lack of law enforcement in the area, the radar sign can be ignored if there is no traffic camera. Can potentially encourage speeding. Can potentially invite non street legal vehicles to use road for improper use of speed radar.	Prices can range from \$3,000.00 to \$5,000.00 per sign. This does not include the cost of installation.
Narrowing of road	Can be accomplished by installing designated parking spaces either parallel or diagonal to traffic direction depending on current road width.	Can have a higher cost if road work is needed to physically narrow the road including excavation, and paving.	If road works is needed to narrow the road, prices can range from \$200,000 - \$300,000



Agenda Item Sheet

City of Lowell City Council

Type of item:	Contract
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Item title/recommended action:

Motion to approve an "Agreement for law enforcement services" with the City of Oakridge and to authorize the Mayor to sign. – Discussion/ possible action

Justification or background:

This is a renewal of the law enforcement services agreement with the City of Oakridge. The only change over the current year's contract is in the price. The price increased \$4,269, from \$32,087 to \$36,356.

Budget impact:

Increase in the contract price by \$4,269

Department or Council sponsor:

Administration

Attachments:

Contract for FY 23/24

Meeting date:	05/16/2023
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AGREEMENT FOR LAW ENFORCEMENT SERVICES

CITY OF LOWELL/CITY OF OAKRIDGE

THIS AGREEMENT is made and entered by and between the CITY OF LOWELL hereinafter called Lowell, a municipal corporation of the State of Oregon, and the CITY OF OAKRIDGE, hereinafter called Oakridge, a municipal corporation of the State of Oregon.

WITNESSETH

WHEREAS, Lowell is desirous of contracting with Oakridge for the performance of the hereinafter described law enforcement functions within the boundaries of Lowell by Oakridge thereof, and;

WHEREAS, Oakridge has agreed to tender such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of ORS 190.010.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **TERM:** The term of this agreement shall be 12 months, commencing July 1, 2023 and terminating June 30, 2024.
2. **COMPENSATION:** Lowell shall pay to Oakridge for such law enforcement services as provided herein as follows:
 - a. Costs for this period. Payments shall be made in equal monthly installments.

<u>FISCAL YEAR</u>	<u>AMOUNT</u>	<u>HOURS</u>	<u>HOURLY RATE</u>
July 1, 2023-June 30, 2024	\$36,356.00	480	\$75.74

b. City of Lowell will pay for 1(one) Motorola/Ally software license for the Oakridge Police Department report management system. This \$1575.00 cost is now *included* in the above "costs for this period" and will no longer be billed separately.

c. In the event an incident within Lowell requires extraordinary police services above and beyond the typical investigation and causes the hours to be performed on behalf of Lowell to exceed the 40-hour month average, Lowell shall pay for such services at the established hourly rate listed above. Prior to any payments being made under this subparagraph, the City Administrators shall review the time involved in the investigation and jointly agree on the additional amount of compensation which should be due.

3. **POLICE RESPONSIBILITIES:** Oakridge agrees to provide police protection within the corporate limits of Lowell to the extent and in the manner herein set forth. The police services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by a city police department. Such services shall include enforcement and investigations involved in the field of public safety, criminal law enforcement, or related fields within the legal power of the Chief of Police to so provide and shall be provided in conformance with the standards generally accepted within the policing profession. The Oakridge Police shall:
- a. Provide enforcement of State Statutes and Lowell Ordinances regarding criminal offenses and Oregon Vehicle Code Violations.
 - b. Provide enforcement of all other Lowell ordinances which by their nature are generally enforceable by police action on a call basis, responding to Lowell staff or resident complaints of ordinance violations, but generally no ordinance enforcement by random patrol.
 - c. Provide a random 10-hour weekly patrol of Lowell in marked police vehicles. An average of 40 patrol hours shall be conducted within Lowell city limits each calendar month. Administrative hours will be included in the 40 total hours to include investigative reports and other administrative duties as needed.
 - d. Provide a written report to Lowell on or before the 8th day of each month setting forth the actual number of calls for service and number of citations and arrests for the previous month. The Chief of Police or his designee shall attend any and all meetings concerning policing issues as requested by Lowell. Example of report is included as Attachment 1.
 - e. Make available for the performance of the duties herein properly supervised officers, certified by the Oregon Department of Public Safety Standards and Training (except as to reserve officer/cadets), and furnish and supply all other necessary labor, supervision, equipment, communications facilities, and supplies to maintain the level of services to be rendered hereunder.
4. **PERSONNEL:** The rendition of such service, standards of performance, the discipline of officers, and other matters incident to the performance of such services and control of personnel so employed shall remain solely with the City of Oakridge.
- a. With the exception of police department reserves, all personnel employed in the performance of such services pursuant to this agreement shall be Oakridge employees and all persons employed hereunder shall have City pensions, salary, workers compensation and any status or rights under the provisions of City employment paid for by Oakridge.

- b. Lowell shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Oakridge personnel performing services hereunder for Lowell or any liability other than that provided for in this agreement. Except as otherwise herein specified, Lowell shall not be liable for compensation or indemnity to any Oakridge employee for any injury, or sickness arising out of his or her employment.
5. **COURT:** It is mutually agreed that all arrests for felony crimes or other misdemeanors, except those cited under Lowell Ordinance 273 which may be cited into the Lowell Municipal Court, will be presented to the District Attorney for Lane County, State of Oregon, for trial in the appropriate court of jurisdiction, and the court of jurisdiction will be entitled to all portions of fines, forfeitures, etc. normally retained by them. All violations of Oregon Vehicle Code and ordinance violations committed within the incorporated limits of Lowell will be cited to appear in the Lowell Municipal Court, Lane County, Oregon, or such other court as has jurisdictions over the offense cited. Oakridge will provide a bailiff for the Lowell Municipal Court who shall be present whenever the Court is in session. An Officer schedule to testify at Court may serve as Bailiff. Bailiff time will be accounted for separately from patrol time and will be paid for at the established rate from Court revenues. A minimum of one hour will be charged for each Court session. Required Court appearances by Officers, above and beyond Bailiff duty will also be accounted for separately and paid from Court receipts. All net revenue generated and retained by the Lowell Municipal Court will be divided equally with the City of Oakridge, to assist in covering additional costs of services. Lowell will deposit all Court revenue into a Trust and Agency Account. Court Revenue will be accounted for as follows on a quarterly basis:
- a) From Gross Receipts, all Statutory Assessments, including the Court Administration Surcharge will be deducted and paid from the Trust and Agency Account.
 - b) From Gross Receipts, direct Court costs for the Judge and any other required personnel services, including but not limited to City Attorney and Interpreter, if required, plus 10% Court Administrative Costs in addition to previous year Court Administration Surcharge and will be deducted for payment to the City of Lowell.
 - c) From Gross Receipts, Bailiff costs and additional costs for Officers to appear in Court, will be deducted for payment to the City of Oakridge.
 - d) The remaining net revenue will be divided equally between Lowell and Oakridge.
 - e) Within 30 days of the end of each fiscal year quarter, a check will be written from the Trust and Agency Account to the City of Lowell for costs identified in b above plus Lowell's share of net receipts.
 - f) Within 30 days of the end of each fiscal year quarter, a check will be written from the Trust and Agency Account to the City of Oakridge for costs identified in c above plus Oakridge's share of net receipts.

6. **DISPUTE RESOLUTION:** Specifically, the Administrators shall attempt to resolve any disputes between the cities concerning the terms of this agreement and the performance thereof and may recommend that the cities enter into mediation or arbitration if the Administrators are unable to resolve a dispute matter. The type and quality of service shall be reviewed annually by the respective councils.

7. **TERMINATION:** This agreement may be terminated by either city at any time upon giving two (2) months written notice of their intent to do so. Further, if the City of Lowell receives a UHP COPS Grant the contract will be adjusted as needed.

8. **HOLD HARMLESS:** The parties hereby covenant and agree to hold and save each other, their officers, agents and other employees, harmless from all claims whatsoever, including attorney's fees and costs, by reason of any act or omission of each city, its officers, agents, or employees. Oakridge will provide Lowell a certificate of insurance indicating the City of Oakridge carries an insurance policy providing liability insurance for its Police Department and any contractual arrangements with other agencies.

9. **MISCELLANEOUS:**
 - a. Any amendments or modification hereto shall be made in writing as approved by respective councils.

IN WITNESS WHEREOF, this instrument has been executed in duplicate pursuant to resolutions heretofore duly and legally adopted by each of the parties hereto.

CITY OF OAKRIDGE


 Bryan Cutchen, Mayor 5/4/23

 Date

CITY OF LOWELL

 Don Bennett, Mayor Date

ATTEST:


 Kevin Martin 5-4-2023
 Chief of Police Date

 Jeremy Caudle Date
 City Administrator

Agenda Item Sheet

City of Lowell City Council

Type of item:	Contract
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Item title/recommended action:

Motion to approve an "Agreement for judicial services" with Segarra Law, LLC

Justification or background:

In January 2021, City Council approved a renewal contract with Municipal Court Judge Frank Segarra, with a term through December 2024 and an increase in the hourly rate from \$75 to \$100.

Segarra has requested an increase in his hourly rate from \$100 to \$125. The contract in the packet is the same as what City Council approved in 2021, except the hourly rate reflects Segarra's requested increase.

Budget impact:

Minimum estimated increase of \$200 annually. (6 court sessions × 2 hour minimum × \$25 increase)

Department or Council sponsor:

Municipal Court

Attachments:

Updated agreement with Segarra Law LLC

Meeting date:	05/16/2023
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AGREEMENT FOR JUDICIAL SERVICES

This Agreement is between the City of Lowell (City) and Francisco Segarra and Segarra Law, LLC to provide Judicial Services as Municipal Court Judge to the City of Lowell.

WHEREAS, City desires to employ Segarra Law, LLC as an independent contractor to provide services as a Municipal Court Judge, and

WHEREAS, Segarra is an attorney licensed to practice law in the State of Oregon, who performs legal and judicial services for other clients and cities on an independent contractor basis, and meets all legal requirements to be treated as an independent contractor, now therefore

BOTH PARTIES AGREE AS FOLLOWS:

1. Services. Segarra Law, LLC shall provide services as a Municipal Court Judge for the City of Lowell in accordance with the City Charter, Lowell Ordinance 261 (attached and by this reference incorporated into this Agreement), and the laws of the State of Oregon. In the event Segarra Law, LLC is unable to perform such services, Segarra Law, LLC shall provide a Pro Tem Judge, who meets the same qualifications required by Ordinance 261 to perform the duties of Municipal Court Judge during any absence. Segarra shall submit Pro Tem Judge service hours as a part of his billing to City.

2. Compensation. Segarra Law, LLC shall be compensated the sum of \$125.00 per hour for all judicial services rendered including travel and standby time with a two-hour minimum. A Pro Tem Judge shall be compensated at the same hourly rates.

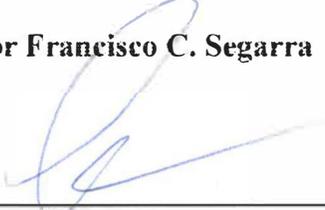
3. Term. The term of this agreement shall be from July 1, 2023 through December 31, 2024. Segarra Law, LLC may terminate this agreement at any time upon sixty (60) days written notice to City. City may only terminate this agreement as provided for in Ordinance 261 (Section 2.052(b)).

Agreed to this ____ day of April, 2023.

For the City of Lowell

For Francisco C. Segarra

Don Bennett, Mayor



Francisco C. Segarra

Agenda Item Sheet

City of Lowell City Council

Type of item:	Procurement
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Item title/recommended action:

Motion to approve a quote with LiftOff for software subscriptions in the amount of \$5,236.80 and to authorize the City Administrator to sign. – Discussion/ Possible action

Justification or background:

The city has procured Microsoft Office licences from LiftOff for several years now. Since the subscription amount is above the \$5,000 spending limit, staff request City Council approval.

Budget impact:

Expenditure of \$5,236.80 for Microsoft Office subscriptions

Department or Council sponsor:

Administration

Attachments:

Quote from LiftOff

Meeting date:	05/16/2023
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QUOTE
as of 4/24/2023

Bill to:

City of Lowell, OR
107 E. 3rd Street
Lowell, OR 97452

Ship to:

City of Lowell, OR
107 E. 3rd Street
Lowell, OR 97452

Reseller (Remit To):

LiftOff LLC
Attn: Ron Braatz
1667 Patrice Circle
Crofton, MD 21114

Terms:

Due on Receipt

Payment Options:

ACH Payment (preferred) or check

Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/Month	Licenses	Cost/Year
Office 365 Plan G1	U4S-00002	12	10.00	3	\$360.00
Office 365 Plan G3	AAA-11894	12	23.00	12	\$3,312.00
M365 Apps for Enterprise	3WS-00001	12	12.00	1	\$144.00
Exchange Online Plan1	3MS-00001	12	4.00	1	\$48.00
Defender for O365 Plan 1	3GU-00001	12	2.00	1	\$24.00
Teams Phone Standard	LK9-00003	12	7.48	5	\$448.80
Domestic Calling Plan	LM9-00001	12	15.00	5	\$900.00
LiftOff Licensing Benefits	-	-	-	-	INCLUDED

Total: \$5,236.80

*LIFT OFF LICENSING BENEFITS: As a valued licensing customer, LiftOff offers you a range of free, ongoing services to your organization. This includes: Access to our library of Office 365 Admin best practice documents, our library of end-user training videos, AD Connect support including re-installations and troubleshooting, invitations to our Office 365 Security webinars and access to the recordings, limited free consultations on implementation processes like the "Office Deployment Tool", annual Office 365 health check-ups and security check-ups, and support for compliance/retention features including ongoing training to staff that need to conduct compliance retention searches.

Pricing Information:

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing valid for 14 days
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

In order to proceed, send a Purchase Order to 365licensing@liftoffonline.com. Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.

Customer Terms for Cloud Services Agreement US Public Sector

This agreement is between **LiftOff LLC** (“we”, “us”, and “our”) and **City of Lowell, OR** (“you” and “your”). It is effective when we accept it. Key terms are defined in § 8.

1. General.

Right to use. You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users’ use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States, If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially

reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

8. Definitions.

“AUP” means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

“Client” means device software that we or our Providers provide you with Office 365.

“Customer Data” means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

“Office 365” means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

“Portal” means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

“Providers” means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

“SLA” means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

“Subscription” means an order for a quantity of Office 365.