

Lowell City Council
Regular Meeting Agenda
Tuesday, June 3rd at 7:00 P.M.

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

1. Call to Order/Roll Call/Pledge

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

2. Approval of Agenda

3. Consent Agenda: None

4. 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.

5. Staff Reports: None

6. Presentations: None

7. Public Hearing:

- A. Resolution 853, "A resolution Adopting a Supplemental Budget for Fiscal Year 2024-2025 and Making Supplemental Appropriations."
 - a. The public hearing is now open at ____ (state time)
 - b. Staff report – City Administrator
 - c. Public comment
 - d. The public hearing is now closed at ____ (state time)
- B. Resolution 854, "A resolution to establish water and sewer rates to be effective July 1, 2025."
 - a. The public hearing is now open at ____ (state time)
 - b. Staff report – City Administrator
 - c. Public comment
 - d. The public hearing is now closed at ____ (state time)
- C. Resolution 855, "A resolution certifying services for fiscal year 2025-2026."
 - a. The public hearing is now open at ____ (state time)
 - b. Staff report – City Administrator
 - c. Public comment
 - d. The public hearing is now closed at ____ (state time)

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

- D. Resolution 856, "A resolution declaring the city's election to receive state revenues for fiscal year 2025-2026."
- a. The public hearing is now open at ____ (state time)
 - b. The purpose of this hearing is to provide the public with an opportunity to suggest potential uses of state revenue sharing funds. The City of Lowell anticipates receiving the following for fiscal year 2025-2026.
 - State Revenue Sharing: \$12,584
 - Cigarette Tax: \$725
 - Liquor Tax: \$22,475
 - Marijuana Tax: \$2,650
 - c. Public comment
 - d. The public hearing is now closed at ____ (state time)
- E. Resolution 857, "A resolution to adopt a budget and impose and categorize taxes for fiscal year 2025-2026."
- a. The public hearing is now open at ____ (state time)
 - b. Staff report – City Administrator
 - c. Public comment
 - d. The public hearing is now closed at ____ (state time)

8. Old Business:

9. New Business:

- a. Resolution 853, "A resolution Adopting a Supplemental Budget for Fiscal Year 2024-2025 and Making Supplemental Appropriations."
- b. Resolution 854, "A resolution to establish water and sewer rates to be effective July 1, 2025."
- c. Resolution 855, "A resolution certifying services for fiscal year 2025-2026."
- d. Resolution 856, "A resolution declaring the city's election to receive state revenues for fiscal year 2025-2026."
- e. Resolution 857, "A resolution to adopt a budget and impose and categorize taxes for fiscal year 2025-2026."
- f. Resolution 858, "A resolution Authorizing an Adjustment to the Employee Pay Scale for FY 2025-2026"
- g. Resolution 859, "A Resolution Updating a Master Fee Schedule and Rescinding Resolution 842."
- h. City Administrator Contract-Discussion/Possible Action
- i. Parade Application – Lowell School District Senior Parade-Discussion/Possible Action

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

10. Other Business:

Adjourn

Future Meetings / Dates to Remember:

- 6/5 Parks and Recreation Committee Meeting at 7 PM at LRFPD Community Room
- 6/10 Blackberry Jam Festival Committee Meeting at 6 PM at LRFPD Community Room
- 6/11 Library Committee Meeting at 7 PM Maggie Osgood Community Room
- 6/17 Joint Planning Commission and City Council Meeting at 6PM at LRFPD Community Room, Lowell
City Council Regular Meeting at 7 PM following Joint meeting

Members of the public may provide comments 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.
- Mailing written comments to PO Box 490, Lowell, OR 97452 or delivering in person at Lowell City Hall located at 70 N. Pioneer St.
- By email to admin@ci.lowell.or.us.
- Comments received by 4:00 pm on the meeting date will be included in the record.

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

CITY OF LOWELL, OREGON

Resolution No 853

A Resolution Adopting a Supplemental Budget for Fiscal Year 2024-2025 and Making Supplemental Appropriations

WHEREAS: the City of Lowell Budget for Fiscal Year 2024-2025 was adopted by the City Council on Tuesday, June 18th, 2024; and

WHEREAS: an occurrence or condition which had not been ascertained at the time of the preparation of the budget for the current year requires a change in financial planning; and

WHEREAS: in order not to overspend appropriations, it is necessary to increase Materials and Services appropriation within the Blackberry Jam Fund; and

WHEREAS: in accordance with local budget law, notice was published on May 27, 2025, of the public hearing which was held before the City Council on June 3, 2025.

NOW THEREFOR BE IT RESOLVED: The City of Lowell amends the budget to increase resources and appropriations within the Blackberry Jam Fund for the fiscal year beginning July 1, 2024, as follows:

Blackberry Jam Fund			
Appropriations	Current Budget	Adjustment	Amended Budget
Materials and Services	13,770	6,000	19,770
Contingency	-	-	-
Total Appropriations	13,770	6,000	19,770
Resources	Current Budget	Adjustment	Amended Budget
Beginning Fund Balance	8,821	-	8,821
Fundraising & Event Revenue	4,275	6,000	10,275
Contingencies	674	-	674
Total Resources	13,770	6,000	19,770

BE IT FURTHER RESOLVED: The changes in appropriation will be allocated to the following accounts within the Blackberry Jam Fund:

BBJ Fund				
Account	Description	Current Budget	Adjustment	Amended Budget
314-490-6118	Police Services	2,500	1,460	3,960
314-490-6122	IT Services	660	(510)	150
314-490-6220	Postage, Printing, Publication	100	-	100
314-490-6225	Software & Subscriptions	550	300	850
314-490-6238	Bank Service Charges	50	-	50
314-490-6290	Miscellaneous	450	2,000	2,450
314-490-6445	Refuse Services	1,500	-	1,500
314-490-6705	Rent	960	250	1,210
314-490-6714	Materials & Services	4,500	(1,600)	2,900
314-490-6814	Jam Sales Expense	-	2,090	2,090
314-490-6858	Kidz Korner Expense	-	850	850
314-490-6864	Entertainment Exp	2,500	1,160	3,660
	Total Expenditures	13,770	6,000	19,770

BBJ Revenue				
Account	Description	Current Budget	Adjustment	Amended Budget
Fundraising & Events				
314-380-4861	Craft/Commercial Booth Sales	1,000	2,800	3,800
314-380-4862	Food Booth Sales	500	1,000	1,500
314-380-4863	Beer Garden	-	200	200
314-380-4864	Jam Sales	950	1,000	1,950
314-380-4870	Sponsorship Revenue	1,500	850	2,350
314-380-4878	Car Show Revenue	325	(325)	-
314-380-4882	Horseshoe Tourney Revenue	-	175	175
314-380-4884	Kidz Korner Revenue	-	300	300
314-380-4889	BBJ Festival Other Revenue	-	-	-
	Total Fundraising & Events	4,275	6,000	10,275
Other Resources				
314-315-4125	Interest Earned	10	-	10
314-370-4824	BBJ Donations	564	-	564
314-385-4895	Miscellaneous Revenue	100	-	100
	Total Other Resources	674	-	674
	Total Resources	4,949	6,000	10,949

This resolution shall become effective immediately upon its passage by the City Council.

Adopted by the City Council of the City of Lowell this 3rd Day of June 2025.

AYES: _____ NAYS: _____

APPROVED:

Maureen Weathers, Mayor

ATTEST:

Max Baker, Interim City Recorder

City of Lowell, Oregon
Resolution 854
A Resolution Establishing Water & Sewer Rates to be Effective July 1, 2025

WHEREAS, The City Council of the City of Lowell has determined it necessary to increase utility service rates by three and one half percent (3.5%).

BE IT RESOLVED by the City Council of the City of Lowell as follows:

Section 1 That the following rates are hereby established for water service:

Monthly service charge per equivalent dwelling unit (EDU)	\$44.87 Base Rate
Variable water rate:	
0 - 5,000 gallons	\$5.10 per each 1,000 gallons
Greater than 5,000 gallons	\$10.19 per each 1,000 gallons
Bulk water rate:	
Tank Fill - Per Use Fee	\$25.00 Base Rate
Hydrant Meter - Per Use Fee	\$50.00 Base Rate
Bulk Water	\$11.44 per each 1,000 gallons
Fire Hydrant Fee (without water service)	\$14.85 Flat Rate

Section 2 That the following rates are hereby established for sewer service:

Monthly service charge per equivalent dwelling unit (EDU)	\$74.52 Flat Rate
Graywater disposal fee	\$0.18 per each 1 gallon

Section 3 This resolution is effective as of July 1, 2025 and supersedes Resolution 831.

Adopted by the City Council of the City of Lowell this 3rd Day of June, 2025.

Ayes _____ Nays _____

Approved: _____
 Maureen Weathers, Mayor

Attest: _____
 Max Baker, City Recorder

City of Lowell, Oregon
Resolution 855
A Resolution declaring the City's eligibility to Receive State Shared Revenues

WHEREAS: ORS 221.760 provides as follows:

Section 1. The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

- 1) Police protection;
- 2) Fire protection;
- 3) Street construction, maintenance, and lighting;
- 4) Sanitary Sewer;
- 5) Storm Sewers;
- 6) Planning, zoning and subdivision control;
- 7) One or more utility services; and

WHEREAS: City officials recognize the desirability of assisting the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760.

NOW THEREFORE BE IT RESOLVED: That the City Council of the City of Lowell hereby declares the City of Lowell directly provides the following services:

- 1) Street Construction, maintenance, and lighting
- 2) Sanitary Sewer
- 3) Storm Sewers
- 4) Planning, zoning and subdivision control
- 5) Water Utility Service
- 6) Sewer Utility Service

Adopted by the City Council of the City of Lowell this 3rd Day of June, 2025.

Ayes _____ Nays _____

Approved: _____
Maureen Weathers, Mayor

Attest: _____
Max Baker, City Recorder

City of Lowell, Oregon

Resolution 856

A Resolution declaring the City's Election to Receive State Shared Revenues

WHEREAS, the Budget Committee has reviewed and approved the proposed use of State Shared Revenues; and

WHEREAS, a public hearing has been held before the Budget Committee on May 14, 2025 to discuss possible uses of the funds and before the City Council on June 3rd, 2025 to obtain public input as to the proposed uses of State Shared Revenues.

BE IT RESOLVED, The City Council of the City of Lowell resolved the following:

1. Pursuant to ORS 221.770 the City of Lowell hereby elects to receive state shared revenues for the fiscal year 2025-26.
2. This resolution is effective upon adoption.

Adopted by the City Council of the City of Lowell this 3rd Day of June, 2025.

Ayes _____ Nays _____

Approved: _____
Maureen Weathers, Mayor

Attest: _____
Max Baker, City Recorder

City of Lowell, Oregon
Resolution 857
Resolution Adopting the Budget for Fiscal Year 2025-2026
And Imposing and Categorizing Taxes

BE IT RESOLVED: that the City Council of the City of Lowell, Oregon hereby adopts the budget as approved by the Budget Committee for the 2025-2026 fiscal year in the amount of \$4,109,667 of which \$445,677 is unappropriated and reserved.

BE IT FURTHER RESOLVED: that the following amounts are hereby appropriated for the fiscal year beginning July 1, 2025:

General Fund		Building Inspection Fund	
Administration	\$ 161,733	Building Department	\$ 74,743
Parks	146,396	Contingency	5,000
Community Development	66,223	Total	\$ 79,743
Library	91,497	Parks SDC Fund	
Tourism	18,700	Materials & Services	\$ 1,000
Public Safety	23,399	Capital Outlay	130,537
Debt Service	258,262	Total	\$ 131,537
Transfers Out	2,500	Transportation SDC Fund	
Contingency	50,000	Materials & Services	\$ 1,000
Total	\$ 818,710	Capital Outlay	99,106
Street Fund		Total	\$ 100,106
Street Operating	\$ 165,312	Water SDC Fund	
Debt Service	5,172	Materials & Services	\$ 5,000
Contingency	50,000	Capital Outlay	579,092
Total	\$ 220,484	Total	\$ 584,092
Blackberry Jam Fund		Sewer SDC Fund	
Blackberry Jam	\$ 17,730	Materials & Services	\$ 5,000
Contingency	500	Capital Outlay	128,072
Total	\$ 18,230	Total	\$ 133,072
Water Operating Fund		Stormwater SDC Fund	
Water Operating	\$ 605,873	Materials & Services	\$ 1,000
Debt Service	58,341	Capital Outlay	104,074
Contingency	100,000	Total	\$ 105,074
Total	\$ 764,214	Total Appropriations	
Sewer Operating Fund		Unappropriated End Balances	
Sewer Operating	\$ 607,450	Total Adopted Budget	
Debt Service	51,278		
Contingency	50,000		
Total	\$ 708,728		

BE IT FURTHER RESOLVED: that ad valorem property taxes at the rate of \$2.1613 per \$1,000 of assessed value of all taxable property within the district are imposed and categorized for the City of Lowell, Oregon for the fiscal year beginning July 1, 2025, as follows:

	General Government Limitation	Excluded from Limitation
General Fund	\$2.1613/\$1000	\$ 0.00

Adopted by the City Council of the City of Lowell this 3rd Day of June 2025.

Ayes _____ Nays _____

Approved: _____
Maureen Weathers, Mayor

Attest: _____
Max Baker, City Recorder

City of Lowell, Oregon

Resolution 858

A Resolution Authorizing an Adjustment to the Employee Pay Scale for the 2025-26 Fiscal Year

WHEREAS: The employee pay scale attached and herein incorporated by reference as Exhibit A, reflects adjustments proposed by the Local Government Personnel Services (LGPS) wage and compensation study completed for the City of Lowell in March 2025; and

WHEREAS: The employee pay scale attached and herein incorporated by reference as Exhibit A, reflects a 3.5% cost of living increase to step 1 of the scale proposed by LGPS in March 2025; and

WEREAS: Exhibit B, attached and herein incorporated by reference sets forth the pay steps for current City employees within the pay scale in Exhibit A

NOW THEREFORE BE IT RESOLVED: The City Council of the City of Lowell hereby approves the following:

1. Employee Pay Scale FY 2025-26 attached as Exhibit A
2. Pay steps for each employee attached as Exhibit B, and as reflected within the budget for the 2025-26 fiscal year.
3. This resolution is effective July 1, 2025, and supersedes Resolution 835

Adopted by the City Council of the City of Lowell this 3rd Day of June, 2025.

Ayes _____ Nays _____

Approved: _____
Maureen Weathers, Mayor

Attest: _____
Max Baker, City Recorder

**City of Lowell
Personal Services**

Fiscal Year 25-26

Proposed Pay Scale			Step									
No	GL	Position	1	2	3	4	5	6	7	8	9	10
1		City Administrator	Negotiated by Contract									
2		Finance Clerk	69,377	71,805	74,318	76,919	79,611	82,397	85,281	88,266	91,355	94,552
		Monthly	5,781.42	5,983.75	6,193.17	6,409.92	6,634.25	6,866.42	7,106.75	7,355.50	7,612.92	7,879.33
		Hourly	33.35	34.52	35.73	36.98	38.27	39.61	41.00	42.44	43.92	45.46
3		City Clerk	49,475	51,207	52,999	54,854	56,774	58,761	60,818	62,947	65,150	67,430
		Monthly	4,122.92	4,267.25	4,416.58	4,571.17	4,731.17	4,896.75	5,068.17	5,245.58	5,429.17	5,619.17
		Hourly	23.79	24.62	25.48	26.37	27.30	28.25	29.24	30.26	31.32	32.42
4		Library Director	42,918	44,420	45,975	47,584	49,249	50,973	52,757	54,603	56,514	58,492
		Monthly	3,576.50	3,701.67	3,831.25	3,965.33	4,104.08	4,247.75	4,396.42	4,550.25	4,709.50	4,874.33
		Hourly	20.63	21.36	22.10	22.88	23.68	24.51	25.36	26.25	27.17	28.12
5		Public Works Director	78,348	81,090	83,928	86,865	89,905	93,052	96,309	99,680	103,169	106,780
		Monthly	6,529.00	6,757.50	6,994.00	7,238.75	7,492.08	7,754.33	8,025.75	8,306.67	8,597.42	8,898.33
		Hourly	37.67	38.99	40.35	41.76	43.22	44.74	46.30	47.92	49.60	51.34
6		Lead Operator	58,562	60,612	62,733	64,929	67,202	69,554	71,988	74,508	77,116	79,815
		Monthly	4,880.17	5,051.00	5,227.75	5,410.75	5,600.17	5,796.17	5,999.00	6,209.00	6,426.33	6,651.25
		Hourly	28.15	29.14	30.16	31.22	32.31	33.44	34.61	35.82	37.08	38.37
7		Operator	47,348	49,005	50,720	52,495	54,332	56,234	58,202	60,239	62,347	64,529
		Monthly	3,945.67	4,083.75	4,226.67	4,374.58	4,527.67	4,686.17	4,850.17	5,019.92	5,195.58	5,377.42
		Hourly	22.76	23.56	24.38	25.24	26.12	27.04	27.98	28.96	29.97	31.02
8		Utility Worker	39,219	40,592	42,013	43,483	45,005	46,580	48,210	49,897	51,643	53,451
		Monthly	3,268.25	3,382.67	3,501.08	3,623.58	3,750.42	3,881.67	4,017.50	4,158.08	4,303.58	4,454.25
		Hourly	18.86	19.52	20.20	20.91	21.64	22.39	23.18	23.99	24.83	25.70
9		Custodian	36,899	38,190	39,527	40,910	42,342	43,824	45,358	46,946	48,589	50,290
		Monthly	3,074.92	3,182.50	3,293.92	3,409.17	3,528.50	3,652.00	3,779.83	3,912.17	4,049.08	4,190.83
		Hourly	17.74	18.36	19.00	19.67	20.36	21.07	21.81	22.57	23.36	24.18
10		Temporary/ Seasonal	35,651	36,899	38,190	39,527	40,910	42,342	43,824	45,358	46,946	48,589
		Monthly	2,970.92	3,074.92	3,182.50	3,293.92	3,409.17	3,528.50	3,652.00	3,779.83	3,912.17	4,049.08
		Hourly	17.14	17.74	18.36	19.00	19.67	20.36	21.07	21.81	22.57	23.36

Employee				
No	Title	Employee Name	Position	Adopted Step
101	City Administrator	Max Baker	1	N/A
110	City Clerk	Samantha Dragt	3	5
111	Library Director	Peggy O'Kane	4	6
105	Lead Operator (Sewer)	Nicholas Harris	6	2
106	Lead Operator (Water)	Hunter Harris	6	2
109	Utility Worker	Eric Harris	8	3
103	Custodian	Bob Daigneault	9	5

CITY OF LOWELL, OREGON

Resolution No 859

A Resolution Updating a Master Fee Schedule and Rescinding Resolution 842

WHEREAS: In accordance with Ordinance 228, fees charged by the City for permits and services are to be reviewed periodically for adequacy. The City of Lowell updated the fee schedule in February 2025 and will update annually as part of the budget process.

WHEREAS: This resolution rescinds Resolution 842.

BE IT RESOLVED: The Master Fee Schedule attached hereto and incorporated herein by reference be established.

Adopted by the City Council of the City of Lowell this 3rd Day of June 2025.

AYES: _____

NOES: _____

APPROVED:

Maureen Weathers, Mayor

ATTEST:

Max Baker, Interim City Recorder

CITY OF LOWELL
MASTER FEE SCHEDULE

	Fee	Unit/ Comment
1 General Services		
a. Administrative Services		
1 Notary Services - Per Document, oath or affirmation	10.00	
2 Lien Search Fees - Per Tax Lot	25.00	
3 Returned Check Fee	35.00	
4 Collections Fee - Added to all accounts sent to a collections agent	25% of Account Balance	
5 Public Records - Research Fee, billed in 15 minute increments	See Section 2	
<i>*Any public record requiring more than 15 minutes to produce will be billed a public records research fee at the applicable staff rate outlined in section 2 of this fee schedule billed to the nearest 15 minute increment.</i>		
b. Printing & Copies - All copies including copies for public records		
1 Letter & Legal Size - Black & White, Per Page	0.20	
2 Letter & Legal Size - Color, Per Page	0.75	
3 11 x 17 - Black & White, Per Page	0.50	
4 11 x 17 - Color, Per Page	1.00	
5 Copy of Public Record Request over 11 x 17	Cost plus 10%	
6 Copies of Public Records - CD	10.00	
7 Copies of Public Record - Meetings	10.00	
<i>*Printing costs apply to any printing of emailed documents</i>		
<i>**Public Records Research fees are billed separately - See section 1</i>		
8 Laminating	1.50	Per sheet
2 Staff Time and Equipment		
a. Staff Time		
1 City Administrator	95.00	Per hour
2 Public Works Director	90.00	Per hour
2 Public Works Staff	55.00	Per hour
3 Administrative Staff	60.00	Per hour
4 Library Staff	45.00	Per hour
5 Attorney	Actual Cost	
<i>*Public works hours are billed with a 1 hour minimum</i>		
b. Equipment Time		
1 Vehicles & Rolling Stock	67.00	Per hour
2 Other Equipment (Mowers, Trimmers, Pumps, etc.)	31.00	Per hour
3 Equipment Rented by City Staff	Cost plus 10%	
<i>*Equipment hours are billed with a 1 hour minimum</i>		
3 Municipal Court		
a. Court Fine Payment Plan - Per Citation	25.00	
b. Diversion Fee - Per Offence	150.00	
c. Fine Amounts	See LMC 5.001	
4 Code Enforcement		
a. Animal Licenses	See LMC 5.206	
b. Code Violations	See LMC 5.001	

CITY OF LOWELL
MASTER FEE SCHEDULE

	Fee	Unit/ Comment
5 Library		
a. Membership		
1 Within Municipal City Limits	Free	
2 Outside Municipal City Limits - Annually	50.00	
b. Library Cards		
1 First Time - Original Membership - All Members (One Time Fee)	5.00	
2 Replacement Cards - All Members - Per Card	3.00	
c. Fees & Fines		
2 Lost or Damaged Books	Cost plus 10%	
3 Lost or Damaged Electronic Media	Cost plus 10%	
6 Utility Fees and Charges		
a. Utility Deposit		
1 Residential Single Family Dwelling - 3/4" Meter	250.00	
2 Residential Single Family Dwelling - Greater than 3/4" Meter	2 x Average Monthly Bill	
2 Multi-Family Dwelling Units	300.00 + 20.00 Per Unit	
3 Master Metered Residential Parks	300.00 + 20.00 Per Unit	
4 Commercial & Industrial	2 x Average Monthly Bill	
<i>*All billing calculations are based on the individual location history. If no billing history exists, then the deposit shall be 2 times the estimated monthly usage billed at the current rate.</i>		
<i>**All average and estimated billing calculations will be rounded to the nearest \$50 increment</i>		
b. Water Service Connection Fees	Meter Size:	3/4" 1" 2"
1 Water Meter (only)	555.00	805.00 2,155.00
2 Meter Box & Lid (only)	165.00	165.00 780.00
3 Tap (only)	310.00	425.00 610.00
4 Tap & Water Meter	865.00	1,230.00 2,765.00
5 City Constructed, No Street Cut	1,265.00	1,705.00 4,005.00
6 City Constructed, With Street Cut	2,965.00	3,405.00 5,705.00
<i>*All fees for city constructed improvements include up to 25' of service line. If more than 25' of service line is required, materials will be calculated at cost plus 10%</i>		
<i>**Fees for meters larger than 2" will be calculated at cost plus 10%</i>		
c. Sewer Service Connection Fees		
<i>All Sewer Connections are Developer Constructed</i>		
1 Connection Inspection - Tap Required	250.00	
2 Connection Inspection - No Tap Required	Plumbing Permit Required	
3 Sewer Disconnect Inspection	300.00	
d. Fees & Penalties		
1 Payment Plan	25.00	
2 Delinquent Account Fee	10.00	
3 Door Hanger Fee	15.00	
4 Shut off Fee	25.00	
5 Return to Service	50.00	
<i>*All fees & penalties are per occurrence</i>		

CITY OF LOWELL
MASTER FEE SCHEDULE

		Fee	Unit/ Comment
7 Permits			
a. Special Events & Public Benefit Permit Application - Non refundable		250.00	
b. Camping Permits			
1 Camping/RV Occupancy Permit - Private Property		35.00	Each
2 Camping/RV Occupancy Permit - Public Property		15.00	Per day
c. Right of Way Permits			
<i>All Right-of-way Permits are Per Occurrence</i>			
1 Temporary Right-of-way Use - 30 days or less		75.00	
2 Long Term Right-of-way Use - Over 30 days		175.00	
3 Right-of-way License		300.00	
4 Right-of-way Excavation Permit - No Street Cut		500.00	
5 Right-of-way Excavation Permit - Street Cut Required		750.00	
6 Driveway Permit - With or Without Building Permit		500.00	Per apron
7 Plan Review/Inspection for all public & private improvements not covered elsewhere by fees		Cost plus 10%	
8 Land Use & Development Permits	Application		
a. Amendments	Type		
1 Text Amendments	4	1,500.00	
2 UGB Expansion Request	4	4,000.00	
3 Zone Change/ Map Amendments	4	4,000.00	
b. Annexation			
1 Annexation	4	3,500.00	
<i>*Plus actual attorney and election cost if applicable</i>			
c. Appeal			
1 Appeal of Staff Decision to Planning Commission	3	500.00	
2 Appeal of Planning Commission Decision to City Council	4	2,500.00	
3 Appeal, LUBA Remand Hearing	4	4,000.00	
4 Appeal of Civil Penalty	4	500.00	
d. Conditional Use			
1 ADU - Accessory Dwelling Unit	3	450.00	
2 Bed & Breakfast	3	450.00	
2 Cottage Cluster	1	500.00	Plus \$150 per unit
3 Home Occupation - Type I	1	50.00	
4 Home Occupation - Type III	3	250.00	
5 Manufactured Dwelling Parks	3	750.00	Plus \$150 per unit
6 Multi Family & Residential Care Facilities	3	750.00	Plus \$150 per unit
7 Residential Care Home	3	750.00	
8 All Other	3	500.00	
e. Fences & Screening			
1 Fence or Perimeter Screening	1	25.00	
<i>*Permit required when not otherwise included with a land use permit.</i>			
f. Land Division			
1 Lot Consolidation	1	350.00	
2 Lot Line Adjustment	1	350.00	
3 Subdivision/Partition - Tentative Plan	3	2,500.00	Plus \$200 per lot
4 Subdivision/Partition - Minor Modification	1	500.00	
5 Subdivision/Partition - Final Plat	1	1,000.00	
6 Subdivision/Partition - Replat	3	1,500.00	Plus \$200 per lot
7 Expedited Land Division	2	2,650.00	
<i>*Special Standards fees may apply - see section 8 (j)</i>			

CITY OF LOWELL
MASTER FEE SCHEDULE

		Fee	Unit/ Comment
8 Land Use & Development Permits - Continued			
g. Planned Unit Development	Application Type		
1 PUD - Planned Unit Development - 0-5 acres	4	3,500.00	*Plus notice fee
2 PUD - Planned Unit Development - each addtl acre	4	500.00	*Plus notice fee
3 PUD - Modification - Minor	1	350.00	*Plus notice fee
4 PUD - Modification - Major	4	750.00	*Plus notice fee
h. Sign Permits			
1 Perimeter Street Sign	1	100.00	
2 Building Sign	1	75.00	
3 Residential Signs for Home Occupation	1	25.00	
4 Replacing Sign facia, no structural changes	1	30.00	
5 Additional Sign, same application	1	25.00	
6 Portable or Temporary Sign	1	30.00	Annually - each
i. Site Plan			
1 Up to 1,000 sq ft	3	500.00	*Plus notice fee
2 1,001 to 5,000 sq ft	3	750.00	*Plus notice fee
3 5,001 to 10,000 sq ft	3	1,275.00	*Plus notice fee
4 More than 10,000 sq ft	3	1,800.00	*Plus notice fee
<i>*Site plan review within the boundary of the Regulating Plan shall be processed as a type 2 application.</i>			
j. Special Standards			
1 Flood Plain/ Flood Hazard Area	1	450.00	
2 Hillside - Any lot containing Slopes of 15% or greater	3	500.00	Per lot
3 Riparian Area Development	3	450.00	
4 Wetlands Development	3	450.00	
<i>*Special Standards fees are additive to other land use application fees</i>			
k. Temporary Use			
1 Temporary Manufactured Dwelling	2	See Section 8 (i) - Site Plan	
2 Temporary Caretaker, Office or Building Space	2	See Section 8 (i) - Site Plan	
3 Temporary Use, Other	3	500.00	Conditional Use
l. Vacation			
1 Easement	4	1,000.00	*Plus notice fee
2 Public Right-of-Way	4	1,500.00	*Plus notice fee
m. Variance			
1 Variance - Minor	3	450.00	
2 Variance - Major	3	750.00	
3 Variance - Floodplain	1	450.00	See Special Standards
n. Miscellaneous Planning Fees			
1 Code Interpretation	1	300.00	
2 Pre-Application Consultation	1	150.00	
2 Pre-Application Conference (Req'd for all type 3 apps)	1	400.00	Per hour
3 Zoning Verification/ LUCS Statement	1	100.00	
4 Non-Conforming Use	1	375.00	
5 Lot of Record Verification	1	500.00	
6 Notice Fee	N/A	250.00	+ Actual cost over base

***Notice fee is additive and applies to all applications requiring neighborhood notifications outlined in section 9.3*

* Notice Fee - Notices required in section 9.3 of the Lowell Land Development Code where permissible uses of a property are required to be mailed to the owner of each lot that may be affected. Includes the actual costs for all labor, supplies and postage.

Employment Agreement

This Agreement, made and entered into this 3rd day of June, 2025, between the City of Lowell, Oregon, a municipal corporation, (hereinafter called "City") and Max Baker (hereinafter called "Employee"), both of whom understand the following:

Recitals

Both City and Employee desire to replace the current City Administrator Pro Tem Employment Agreement, executed on November 19, 2024, with a new Employment Agreement intended to:

1. Retain the services of Max Baker as City Administrator/Public Works Director;
2. Specify certain conditions of employment and set working conditions;
3. Establish the terms of compensation for the employment, and,
4. Provide the means for terminating Employee's services in the event he may be unable to discharge his duties or when City may desire to otherwise terminate his services; and,

THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

Section 1: Term of Employment

- A. This Agreement will remain in full force and effect for a term of three (3) years beginning July 1, 2025 and ending June 30, 2028, unless terminated as provided in Section 9 of this Agreement.

Section 2: Duties

- A. City agrees to employ Max Baker as City Administrator/Public Works Director to perform the duties and responsibilities of City Administrator specified in Lowell Revised Code §2.040, *et seq.*, the duties and responsibilities of Public Works Director, and to perform other legally permissible and proper duties and responsibilities as the City Council shall from time to time specify. Employee accepts such employment and agrees to perform said duties and responsibilities.

Section 3: Compensation

- A. City agrees to pay Employee an annual base salary at the current annual rate of \$113,818, payable in installments at the same time that the other employees of the City are paid. This Agreement will be automatically amended to reflect any salary adjustments that are approved by City, including all cost-of-living increases, if any. Consideration will also be given on an annual basis to an increase in compensation based on annual performance evaluations and salary reviews.

- B. Employee will not be scheduled for on-call duty. However, if Employee receives a call-out requiring him to respond to a significant public works emergency, Employee will be paid for the actual time onsite at one and one-half times Employee's basic straight-time hourly rate.

Section 4: Health, Dental, Vision, and Life Insurance Benefits

City agrees to provide and to pay the premiums for the following benefits, at the same level provided to other full-time employees:

- A. Medical, dental, vision, and HSA insurance benefits for Employee and family. "Family" will be defined by the insurer.
- B. Paid life insurance.

Section 5: Vacation, Sick, and Holiday Leave

Employee's vacation accrual is 160 hours per year or approximately 13.34 hours per pay period. Paid sick leave accrues at 8 hours per pay period. Employee is entitled to the same paid holiday benefit as other full-time employees of the Employer, as specified in the Employer's personnel policy. The Employer currently provides 11 paid holidays to full-time employees.

Section 6: Auto Allowance

- A. Employee may attend official meetings and gatherings and conduct other business on behalf of City. Employee will need to utilize his private motor vehicle for such purposes. City will reimburse him for the actual mileage, at the prevailing IRS rate, for the travel associated with the use of his private vehicle on behalf of City. There is no reimbursement for commuting expenses as define by IRS Publication 463.
- B. Employee must insure his privately-owned vehicle against liability in an amount not less than the minimum requirements of the State of Oregon. Mileage reimbursement is considered full payment, including deductibles, insurance, maintenance, fuel, and other operating costs, for its use.

Section 7: Retirement

City agrees to make all the appropriate employer contributions into the Oregon Public Service Retirement Plan (OPSRP) of the Oregon Public Employees Retirement System (PERS) on Employee's behalf, as required by the PERS Board. Employee will pay for employee's "pickup" contribution (6%). City also provides voluntary enrollment in the Oregon Growth Savings Plan, which is a defined 457(b) retirement plan. The Employee will make all contributions to the plan if he decides to enroll in it.

Section 8: General Business Expenses and Professional Development

- A. City agrees to reimburse or to pay certain expenses of a non-personal but job-related nature. Such expenditures are subject to annual budget constraints as well as state and City ethics and purchasing policies.
- B. City agrees to budget and pay for memberships in professional organizations as well as registration and travel expenses to other professional conferences and meetings to adequately continue Employee's professional development, subject to annual budget constraints.

Section 9: Termination

For this Agreement, termination will occur when:

- A. The majority of the City Council votes to terminate Employee at a properly posted and duly authorized public meeting, in accordance with ORS 192.610 and Title Two of the Lowell Revised Code.
- B. Employee resigns voluntarily by submitting a minimum 30-day notice, unless City agrees otherwise.

Section 10: Severance

- A. Severance will be paid to Employee when employment is terminated as defined in Section 9A of this Agreement.
- B. If the Employee is terminated without cause, City will provide a minimum severance payment equal to five (5) months' base salary at the then current rate of pay. This severance will be paid in a lump sum or in a continuation of salary on the existing bi-monthly basis, at the Employee's option. The Employee will also be compensated for all accrued vacation leave.
- C. For a minimum period of five (5) months following termination without cause, the Employer will pay the cost to continue the following benefits:
 - 1. Health insurance for the employee and all dependents as provided in Section 4A, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omni-bus Budget Reconciliation Act ("COBRA").
 - 2. Life insurance as provided in Section 4B.

Section 11: Performance Evaluation

- A. City will annually review the performance of the Employee no later than March 31st of each calendar year, subject to a process, form, criteria, and format for the evaluation which will be mutually agreed upon by the City and Employee.
- B. The annual evaluation process, at a minimum, will include the opportunity for both Parties to: (1) conduct a review session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period; (2) following that review session, prepare a written evaluation of goals and objectives for the past and upcoming year; (3) next meet and discuss the written evaluation of these goals and objectives; and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 45 days of the initial review session.
- C. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee will always be conducted in executive session of the governing body. The evaluation process and evaluation results will be considered confidential to the extent permitted by law. Nothing in this Agreement will prohibit the City or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.
- D. If the City decides to modify the evaluation instrument, format and/or procedure, and such modifications would require new or different performance expectations, then the Employee will be provided thirty (30) days to demonstrate such expected performance before being evaluated.

Section 12: Hours of Work

It is recognized that Employee may devote significant time outside of normal working hours to the business of the City. City recognizes and authorizes Employee to use a flexible work schedule during the usual 40-hour work week to manage personal matters without using vacation or sick time, with the expectation that Employee will work an average of 40 hours per week.

Section 13: Outside Activities

Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his responsibilities under this Agreement. Such arrangements require disclosure to the city council prior to pursuit.

Section 14: Notices

Notice pursuant to this Agreement will be given by certified mail, postage prepaid, and addressed as follows:

- A. City: City of Lowell, PO Box 490, Lowell, OR 97452
- B. Employee: Latest address listed in employee's personnel file with City.

Notice will be deemed given as of the date mailed in accordance with this Section.

Section 15: Indemnification

Employer will defend, hold harmless, and indemnify Employee against any tort claim or demand arising out of an alleged act or omission occurring in the performance of his duty as provided by ORS 30.285(1). Employer shall so indemnify Employee even after Employee's employment has ended, so long as Employee's alleged act or omission occurred during the term of Employee's employment. Upon Employee's written request, Employer will engage counsel to appear and defend him in any civil action, suit, or proceeding which on its face falls within the provisions of ORS 30.285(1) unless, upon investigation, the claim or demand does not arise out of an alleged act or omission in the performance of duty, constitutes malfeasance in office or willful or wanton neglect of duty, or where Employee does not cooperate with counsel in his defense.

Section 16: General Provisions.

- A. This Agreement is the sole Agreement with respect to the subject matter hereof, and supersedes all proposals, negotiations, conversations, discussions, agreements, and/or representations, whether oral or written, including any industry custom or past dealing between parties relating to the subject matter of this Agreement. In the event any claim by a party hereto against the other arising out of or related to the subject matter of this Agreement is adjudicated, the parties agree that Oregon's Parole Evidence Rule, stated at ORS 41.740, should apply to enforce this provision.
- B. This Agreement will be binding upon and inure to the benefit of the heirs at law and personal representatives of Employee's estate.
- C. If any provision, or portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, will be deemed severable, will not be affected, and will remain in full force and effect.
- D. In the event either party undertakes any action to enforce or contest any matter arising out of or relating to this Agreement, that action will be brought in binding arbitration pursuant to ORS chapter 36.600, *et seq.*, The Uniform Arbitration Act. The prevailing

party in such action will be awarded such attorney fees and costs as the arbitrator will deem reasonable, considering the complexity, effort, and result against the prevailing party.

- E. This Agreement will be governed by Oregon State law.
- F. This Agreement may only be amended in writing, which must be approved by the governing body and signed by both Parties to be effective.

IN WITNESS WHEREOF, the City Council has approved of this Employment Agreement and has authorized the Mayor to sign on behalf of the City of Lowell and Employee has signed and executed this Agreement, both in duplicate, the day and year indicated below.

City of Lowell

By:

Mayor Maureen M. Weathers

Executed this the ____ day of _____, 2025.

Employee

Signature:

Max Baker

Executed this the ____ day of _____, 2025.

ATTEST:

Samantha Dragt
City Clerk

Facility Permit Application for

Special Events and Public Benefits

For Office Use only

Date:

Permit #:

1) APPLICANT INFORMATION

Name & Mailing Address: Shannon Fassbender 105 S. Pioneer St. Lowell, OR 97452

E-mail Address (required for permit issuance): sfassbender@lowell.k12.or.us

Daytime Phone: 541.515.5675 Cell Phone: 541.515.5675

2) EVENT INFORMATION

Event Name: Senior 2025 Parade Previous Permit # (if applicable): _____

Event Date(s): June 16, 2025 Event Start Time: 4:15pm

Event Sponsor: Lowell School District Website: lowell.k12.or.us

Contact Person & Cell # during the event: Shannon Fassbender 541.515.5675

Total Event Time(s) – include staging and clean-up: 1.5 Hours

a. Type of event - check applicable box ☐ Foot Race ☐ Bike Race ☐ Bike Ride ☐ Bridge Decoration

☒ Parade ☐ Festival ☐ Other (describe): _____

b. Roads involved in the event: North Moss St. & East Main St.

c. Approximate number of people that you expect to participate in the event: 20

d. If your event takes place during school hours, will bus routes be affected? ☐ Yes ☒ No

e. Will Participants follow "rules of the road" or do you anticipate traffic impacts such as certified flaggers, course marshals, road delays or detours? yes, we will have flaggers.

3) REQUIRED MATERIALS TO BE SUBMITTED WITH APPLICATION

All materials, including this application, must be submitted at least four (4) weeks prior to the event. If materials are not submitted on time, your issued permit may be delayed, which could result in the cancellation of your event.

☒ Certificate of Insurance for Commercial General Liability is required (see Section 6 for details)

☒ Route map and traffic control plan (include Begin/Finish points, all County roads involved in the event and course directional arrows)

☐ Pamphlets, registration packet information, website or flyers

4) FEES

Special Events require a \$250 non-refundable application fee that acts as a deposit for the actual cost of services. The total cost shall include hourly costs for Direct Labor in addition to Operational Overhead. Any amount due in excess of the application fee shall be paid prior to the issuance of the permit.

Public Benefit Events are exempt from all fees and include events such as parades and festivals that incorporate the entire community. They include only those events open to the general public and which do not involve the charging of admission or fees for attendance at the event. They also do not involve concession sales of food, drink or merchandise within the public rights of way.

5) ACCEPTANCE OF TERMS

I agree to the terms, conditions, and provisions outlined in both pages of this application, the issued permit, and the rules and regulations set forth by Oregon Administrative Rules 734-056 for Special Event Permits.

APPLICANT'S SIGNATURE _____

DATE

5/21/25

RETURN TO: City of Lowell, 70 N. Pioneer St., P.O. Box 490, Lowell, OR 97452
Telephone 541-937-2157



Parade Route



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WHA Insurance Agency 2930 Chad Drive Eugene OR 97408	CONTACT NAME: Kelly McCorkle, CISR PHONE (A/C, No, Ext): (800) 852-6140 E-MAIL ADDRESS: kmcCorkle@whainsurance.com FAX (A/C, No): (541) 342-3786
INSURED Lowell School District #71 65 S Pioneer Street Lowell OR 97452-9721	INSURER(S) AFFORDING COVERAGE INSURER A: PACE INSURER B: Genesis Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 24/25 Package**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A/B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		39P60134	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 20,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ Cyber Liability \$ 1,000,000
A/B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			39P60134	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Excess Auto Liability \$ 14,500,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Lowell, its Divisions, Commissioners, Officers, Agents, and Employees. Lane County, its Divisions, Commissioners, Officers, Agents, and Employees are listed as additional insured with respects to 2025 senior parade.

CERTIFICATE HOLDER**CANCELLATION**

City of Lowell, its Divisions, Commissioners, Officers, Agents, and
70 N Pioneer St.

Lowell

OR 97452

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karisa Cary

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