

**Lowell City Council  
Regular Meeting  
Tuesday, June 4, 2024 at 7:00 pm**

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

**Members of the public may provide comment or testimony through the following:**

- Joining in person or by phone, tablet, or personal computer. 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.

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**Regular Meeting Agenda**

Call to Order/Roll Call/Pledge of Allegiance

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

Approval of Agenda

Consent Agenda

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

Public Comments

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

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

Council Comments (three minutes per speaker)

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

### Public Hearings

1. Resolution 831, "A resolution to establish water and sewer rates to be effective July 1, 2024."
  - 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)
  
2. Resolution 832, "A resolution declaring the city's election to receive state revenues for fiscal year 2024-2025."
  - 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 2024-2025.
    - State Revenue Sharing: \$13,244
    - Cigarette Tax: \$708
    - Liquor Tax: \$24,724
    - Marijuana Tax: \$2,862
  - c. Public comment
  - d. The public hearing is now closed at \_\_\_\_ (state time)
  
3. Resolution 833, "A resolution to adopt a budget and impose and categorize taxes for fiscal year 2024-2025."
  - 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)
  
4. Resolution 834, "A resolution certifying services for fiscal year 2024-2025."
  - 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)

### Old Business

### New Business

1. Follow up on Budget Committee discussion regarding local option capital levy for E. 1<sup>st</sup> Street repair. – Discussion

## City Council Meeting Agenda

2. Motion to approve an intergovernmental agreement with Lane Council of Governments for information systems managed services in the amount of \$8,596 for fiscal year 2024-2025 and to authorize the City Administrator to sign. – Discussion/ Possible action
3. Motion to approve an intergovernmental agreement with Lane County for right-of-way special event permits 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.

# Agenda Item Sheet

## City of Lowell City Council

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

Resolution 831, "A resolution to establish water and sewer rates to be effective July 1, 2024."

### Justification or background:

This a public hearing in advance of a final decision from City Council on the utility rates to be effective as of July 1, 2024. These are the rates as recommended by the Budget Committee. A summary of current versus proposed rates is as follows: WATER MONTHLY SERVICE CHARGE PER EDU. Current: \$43.35. Proposed: \$43.35 VARIABLE WATER RATE: Current - 0 - 5,000 gallons (per 1,000 gallon): \$4.93. Proposed: \$4.93. Current - Greater than 5,000 gallons (per 1,000 gallon): \$9.85. Proposed: \$9.85. BULK WATER RATE: Current per 1,000 gallons: \$10.73. Proposed: \$11.05. FIRE HYDRANT FEE (WITHOUT WATER SERVICE): Current: \$13.93. Proposed: \$14.35. SEWER MONTHLY SERVICE CHARGE PER EDU: Current: \$68.51. Proposed: \$72.00. GREYWATER DISPOSAL PER GALLON: Current: \$0.17. Proposed: \$0.17.

### Budget impact:

See budget detail sheets for more info.

### Department or Council sponsor:

Public Works

### Attachments:

Resolution 831

Meeting date:	06/04/2024
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**CITY OF LOWELL, OREGON**

**RESOLUTION 831**

**TO ESTABLISH WATER AND SEWER RATES TO BE EFFECTIVE  
JULY 1, 2024.**

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**BE IT RESOVLED** by the City Council of the City of Lowell as follows:

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

Monthly service charge per equivalent dwelling unit (EDU)	\$43.35
Variable water rate:	
0 - 5,000 gallons	\$4.93 per each 1,000 gallons
Greater than 5,000 gallons	\$9.85 per each 1,000 gallons
Bulk water rate:	
Per each 1,000 gallons	\$11.05
Fire hydrant fee (without water service)	\$14.35

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

Monthly service charge per equivalent dwelling unit (EDU)	\$72.00
Graywater disposal fee per gallon	\$0.17

**Section 3.** This resolution is effective as of July 1, 2024 and supersedes Resolution 801.

*[This section left intentionally blank.]*

**Adopted by the City Council of the City of Lowell this 18<sup>th</sup> day of June 2024.**

AYES: \_\_\_\_

NOES: \_\_\_\_

APPROVED:

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Don Bennett, Mayor

ATTEST:

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Jeremy Caudle, City Recorder

# Agenda Item Sheet

## City of Lowell City Council

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

Resolution 832, "A resolution declaring the city's election to receive state revenues for fiscal year 2024-2025."

**Justification or background:**

State law requires hearings before the Budget Committee and City Council prior to budget adoption to give the public opportunity to comment on state revenue sharing monies. State law requires these public hearings, as well as an election from the city to receive these funds, a requirement for the state to be able to distribute these funds to the city.

**Budget impact:**

See resolution for more info.

**Department or Council sponsor:**

Administration

**Attachments:**

Resolution 832

Meeting date:	06/04/2024
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**CITY OF LOWELL, OREGON**

**RESOLUTION 832**

**A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE  
STATE REVENUES FOR THE 2024-2025 FISCAL YEAR.**

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**BE IT RESOVLED** by the City Council of the City of Lowell as follows:

**Section 1.** Pursuant to ORS 221.770, the City of Lowell hereby elects to receive state revenues for the 2024-2025 fiscal year.

**Adopted by the City Council of the City of Lowell this 18<sup>th</sup> day of June 2024.**

AYES: \_\_\_\_

NOES: \_\_\_\_

APPROVED:

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Don Bennett, Mayor

ATTEST:

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Jeremy Caudle, City Recorder

I certify that a public hearing before the Budget Committee was held on May 9, 2024, and a public hearing before the City Council was held on June 4, 2024 to give citizens an opportunity to comment on the use of State Revenue Sharing.

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Jeremy Caudle, City Recorder



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



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

Resolution 833, "A resolution to adopt a budget and impose and categorize taxes for fiscal year 2024-2025."

**Justification or background:**

This is a public hearing on the 2024-2024 budget in advance of anticipated City Council approval at the June 18 meeting. This is the budget as approved by the Budget Committee, with the following changes:

**WATER FUND FY 23/24 PROJECTIONS.**

230-328-4151-Water Capital Grants is reduced from \$306,420 to \$212,845. 230-700-8540-Water Systems improvements is reduced from \$306,420 to \$212,845. This is based on The Automation Groups projection for what we will be billed through June 30, 2024 for the PLC/SCADA project. Those expenses are offset by grants, hence the change in the grant account. This has no net impact on the Water Fund's ending balance.

**WATER FUND FY 24/25 APPROVED**

230-328-4162-Water Capital Grants is increased \$100,000. 230-700-8540-Water Systems Improvements is increased \$100,000. This represents estimated billings for the the PLC/SCADA system project after June 30, 2024.

**SEWER FUND FY 23/24 APPROVED**

240-340-4425-Water/Sewer Sales is increased based on the Budget Committee's recommendations to increase monthly sewer charges per EDU to \$72. 240-900-9590-Contingency is increased to reflect the increase in resources from the Budget Committee's rate recommendation.

These changes from the approved to the adopted budget include increases in expenditures for both the Water Fund and the Sewer Fund. According to the Local Budget Law, "The amount of estimated expenditures for each fund in an annual budget may not be increased by more than \$5,000 or 10 percent of the estimated expenditures, whichever is greater" without requiring extra publication requirements (ORS 294.459[1][C][A]).

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



Type of item:	Resolution
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The adopted budget's increase to the Water Fund is 5.33%, and the adopted budget's Sewer Fund increase is 3.45%. Increases from the approved to the adopted budgets of both funds are less than 10%. Therefore, it is not required to issue a new Form LB-1 prior to a vote on adopting the budget.

The draft of the adopted budget document shows changed from the approved to adopted budget in the detail sheets. Those changes are highlighted in yellow.

**Budget impact:**  
See budget detail sheets.

**Department or Council sponsor:**  
Administration

**Attachments:**  
Form LB1, "Budget hearing notice"; Resolution 833.

Meeting date:	06/04/2024
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A public meeting of the Lowell City Council will be held on June 4, 2024 at 7:00 pm at the Lowell Rural Fire Protection District meeting room, 389 N. Pioneer St., Lowell, Oregon 97452. An option to view and participate in the meeting electronically is available. For instructions on how to join electronically, visit the city website at [www.ci.lowell.or.us](http://www.ci.lowell.or.us) or call (541) 937-2157. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2024 as approved by the Lowell Budget Committee. Public comments will be taken in written format as well as in person at the meeting location. Written comments received by 4:00 pm on June 4, 2024 will be read during the public hearing section of the meeting on June 4, 2024. Written comments may be mailed to PO Box 490, Lowell, OR 97452, emailed to [admin@ci.lowell.or.us](mailto:admin@ci.lowell.or.us), or delivered in person to City Hall at 70 N. Pioneer St., Lowell, OR 97452. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at 70 N. Pioneer St., Lowell, OR 97452 between the hours of 8:00 a.m. and 5:30 p.m., Monday through Thursday, or online at [www.ci.lowell.or.us](http://www.ci.lowell.or.us) or. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year.

Contact: City Administrator Jeremy Caudle Telephone: (541) 937-2157 Email: [admin@ci.lowell.or.us](mailto:admin@ci.lowell.or.us)

FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amount 2022-2023	Adopted Budget This Year 2023-2024	Approved Budget Next Year 2024-2025
Beginning Fund Balance/Net Working Capital	1,463,365	1,172,379	1,563,567
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	1,272,643	1,241,326	1,328,505
Federal, State & all Other Grants, Gifts, Allocations & Donations	380,680	460,175	1,205,596
Revenue from Bonds and Other Debt	230,224	660,224	0
Interfund Transfers / Internal Service Reimbursements	0	197,090	0
All Other Resources Except Current Year Property Taxes	476,404	479,962	353,889
Current Year Property Taxes Estimated to be Received	187,987	182,370	205,095
<b>Total Resources</b>	<b>4,011,303</b>	<b>4,393,526</b>	<b>4,656,652</b>

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Personnel Services	553,872	671,790	700,296
Materials and Services	846,268	944,479	978,498
Capital Outlay	502,252	1,597,603	2,255,158
Debt Service	472,635	420,713	280,505
Interfund Transfers	0	131,542	0
Contingencies	0	380,007	360,309
Special Payments	0	0	0
Unappropriated Ending Balance and Reserved for Future Expenditure	1,636,282	247,392	81,886
<b>Total Requirements</b>	<b>4,011,309</b>	<b>4,393,526</b>	<b>4,656,652</b>

FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM			
Name of Organizational Unit or Program FTE for that unit or program			
Administration	257,361	241,903	290,691
FTE	0.28000	0.36250	0.41300
Code Enforcement	6,974	9,394	10,139
FTE	0.04000	0.05000	0.05000
Community Development	123,427	80,088	61,216
FTE	0.06000	0.08000	0.08000
Library	372,897	70,093	90,592
FTE	0.92000	0.58750	0.81300
Municipal Court	14,040	16,893	12,748
FTE	0.07000	0.10000	0.10000
Parks & Recreation	188,121	206,513	240,537
FTE	1.28000	0.73750	0.46500
Police	33,663	36,231	10,426
FTE	0.00000	0.00000	0.00000
Tourism	1,223	10,586	35,578
FTE	0.00000	0.00000	0.00000
Blackberry Jam Festival	26,996	18,123	13,770
FTE	0.00000	0.00000	0.00000
Building Inspections	153,392	153,088	57,522
FTE	0.08000	0.12000	0.12000
Sewer	832,283	915,903	920,455
FTE	1.61000	2.04375	2.31000
Water	1,022,990	1,424,986	2,258,358
FTE	1.61000	2.04375	2.31000
Streets & Stormwater	378,122	636,801	400,128
FTE	0.43000	0.25000	0.33000
Not Allocated to Organizational Unit or Program	599,820	572,924	254,492
FTE	0.00000	0.00000	0.00000
<b>Total Requirements</b>	<b>4,011,309</b>	<b>4,393,526</b>	<b>4,656,652</b>
Total FTE	<b>6.38000</b>	<b>6.37500</b>	<b>6.99100</b>

**STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING**

Changes in activities and sources of financing compared to the adopted 2023-2024 budget include: (1) STAFFING AND PERSONNEL. Adding a new full-time employee in the Public Works Department with a starting salary of \$34,445. Funding 3.5% pay raises for city employees. (2) WATER TREATMENT GRANT. Planning for grants up to \$1 million to pay for water treatment retrofit. If funded, the water treatment plant retrofit will make it easier to process high turbidity in Dexter Reservoir during the Lookout Point dam drawdowns. (3) WATER AND SEWER RATES. Water rates remain at current levels. Sewer rates increase from \$68.51 per month per equivalent dwelling unit (EDU) to \$72.00 per month per EDU. (4) REDUCTION IN POLICING CONTRACT. As a cost savings measure, the current law enforcement services contract with the City of Oakridge is reduced. The current contract provides 40 hours of random patrol per month at an estimated cost of \$36,356. The Budget Committee approved budget funds \$10,000 for police services to be provided on an as-needed basis only. (5) SALES OF SURPLUS REAL ESTATE. This budget projects net sales revenues of \$302,459 for the sale of surplus city real estate. That real estate comprises the old City Hall property, as well as a portion of Rolling Rock Park, as contemplated in the 2019 "Downtown Master Plan." INTERESTED IN LEARNING MORE? See the Budget Committee adopted budget, available at City Hall and online via the following link: <https://www.ci.lowell.or.us/bc-budget/page/budget-committee-3>. (Select the May 22, 2024 Budget Committee approved budget, as well as the meeting packet for the May 22, 2024 Budget Committee meeting.)

**PROPERTY TAX LEVIES**

	Actual Amount	Adopted Budget	Approved Budget
	2022-2023	This Year 2023-2024	Next Year 2024-2025
Permanent Rate Levy (rate limit \$2.1613 per \$1,000)	\$2.1613	\$2.1613	\$2.1613
Local Option Levy	\$0	\$0	\$0
Levy For General Obligation Bonds	\$0	\$0	\$0

**STATEMENT OF INDEBTEDNESS**

LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds	\$0	\$0
Other Bonds	\$1,066,306	\$0
Other Borrowings	\$1,070,001	\$0
<b>Total</b>	<b>\$2,136,307</b>	<b>\$0</b>

**CITY OF LOWELL, OREGON**

**RESOLUTION 833**

**A RESOLUTION TO ADOPT A BUDGET AND TO IMPOSE AND CATEGORIZE TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2024.**

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**BE IT RESOVLED** by the City Council of the City of Lowell as follows:

**Section 1.** That the budget approved by the Budget Committee, and amended by the City Council, for the 2024-2025 fiscal year in the amount of \$4,772,465, of which \$81,886 is unappropriated and reserved, is approved.

**Section 2.** That the amounts set forth in Schedule A, which is attached to this Resolution, are hereby appropriated for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

**Section 3.** The taxes provided for in the adopted budget are imposed as follows:

(a) At the rate of \$2.1613 for operations per \$1,000 of assessed value.

(b) These taxes are hereby imposed and categorized for tax year 2022-2023 upon the assessed value of all taxable property within the City as follows:

<b>General government limitation</b>	<b>Excluded from limitation</b>
General Fund - \$2.1613 per \$1,000 of assessed value	\$0.00

*[This section left intentionally blank.]*

**Adopted by the City Council of the City of Lowell this 18<sup>th</sup> day of June 2024.**

AYES: \_\_\_\_

NOES: \_\_\_\_

APPROVED:

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Don Bennett, Mayor

ATTEST:

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Jeremy Caudle, City Recorder

**Schedule A:**  
**Adopted Budget for the Fiscal Year Beginning July 1, 2024**  
**and ending June 30, 2025**

<b>General Fund</b>	<b>Building Fund</b>	<b>Sewer Reserve Fund</b>
Administration 290,691	Building Department 45,813	Reserves & Ending Balances 17,081
Code Enforcement 10,139	Contingencies 11,709	<b>Total</b> 17,081
Community Development 61,216	Reserves & Ending Balances 0	
Debt Service 163,008	<b>Total</b> 57,522	<b>Water Reserve Fund</b>
Library 90,592		Reserves & Ending Balances 43,382
Municipal Court 12,748	<b>Blackberry Jam Festival Fund</b>	<b>Total</b> 43,382
Parks & Recreation 117,814	Blackberry Jam Festival 13,770	
Police 10,426	Contingencies 0	
Tourism 35,578	Reserves & Ending Balances 0	<b>Appropriations</b>
Contingencies 70,061	<b>Total</b> 13,770	All Funds:
Transfers Out 0		<b>Sub-total</b> 4,690,579
Reserves & Ending Balances 21,423	<b>Parks SDC Fund</b>	
<b>Total</b> 883,696	Parks Department 122,723	<b>Unappropriated and reserved</b>
	Reserves & Ending Balances 0	All Funds:
<b>Water Fund</b>	<b>Total</b> 122,723	<b>Sub-total</b> 81,886
Water Department 1,594,463	<b>Water SDC Fund</b>	
Debt Service 58,342	Water Department 525,277	<b>FY 2023/2024 Budget</b>
Contingencies 126,994	Reserves & Ending Balances 0	<b>Total</b> 4,772,465
Transfers Out 0	<b>Total</b> 525,277	
Reserves & Ending Balances 0	<b>Street SDC Fund</b>	
<b>Total</b> 1,779,799	Streets Department 90,613	
	Reserves & Ending Balances 0	
<b>Sewer Fund</b>	<b>Total</b> 90,613	
Sewer Department 574,625	<b>Sewer SDC Fund</b>	
Debt Service 52,227	Sewer Department 157,873	
Contingencies 144,362	Reserves & Ending Balances 0	
Transfers Out 0	<b>Total</b> 157,873	
Reserves & Ending Balances 0	<b>Stormwater SDC Fund</b>	
<b>Total</b> 771,214	Stormwater Department 96,645	
	Reserves & Ending Balances 0	
<b>Street Fund</b>	<b>Total</b> 96,645	
Street Department 182,946		
Debt Service 6,928		
Contingencies 22,996		
Reserves & Ending Balances 0		
<b>Total</b> 212,870		

# Agenda Item Sheet

## City of Lowell City Council

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

Resolution 834, "A resolution certifying services for fiscal year 2024-2025."

### Justification or background:

To assist the state officer responsible for determining the eligibility of cities to receive shared revenues in accordance with ORS 221.760, staff recommend approval of this resolution to certify the city's eligibility. The only change compared to previous years' resolution is that the city is not certifying that it provides police services. This is due to the anticipated elimination of the law enforcement services agreement for monthly patrol. The details of a new agreement are to be determined, but it is anticipated that the services provided will be limited to an as-needed basis. State law only requires certification of a minimum of four of the listed services. Lowell meets that requirement.

### Budget impact:

See resolution for more info.

### Department or Council sponsor:

Administration

### Attachments:

Resolution 834

Meeting date:	06/04/2024
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**CITY OF LOWELL, OREGON**

**RESOLUTION 834**

**A RESOLUTION CERTIFYING THE PROVISION OF MUNICIPAL SERVICES.**

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**RECITALS:**

ORS 221.760 provides that a city located within a county that has more than 100,000 inhabitants according to the most recent federal decennial census must provide four or more municipal services in order to qualify to receive revenues from cigarette, gas, and liquor taxes (Shared Revenues). These revenues are provided for in ORS 323.455, 366.785 to 366.820 and 471.805. The services to be provided are:

- (a) Police protection.
- (b) Fire protection.
- (c) Street construction, maintenance and lighting.
- (d) Sanitary sewers.
- (e) Storm sewers.
- (f) Planning, zoning and subdivision control.
- (g) One or more utility services.

To assist the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760, the City wishes to certify its eligibility.

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

**Section 1.** The City of Lowell hereby certifies that it provides the following municipal services enumerated in ORS 221.760:

- (a) Police protection. - **NO**
- (b) Fire protection. - **NO**
- (c) Street construction, maintenance and lighting. - **YES**
- (d) Sanitary sewers. - **YES**
- (e) Storm sewers. - **YES**
- (f) Planning, zoning and subdivision control. - **YES**
- (g) One or more utility services. - **YES, WATER AND WASTEWATER UTILITY SERVICE**

*[This section left intentionally blank.]*



**Adopted by the City Council of the City of Lowell this 18<sup>th</sup> of June 2024.**

AYES: \_\_\_\_

NOES: \_\_\_\_

APPROVED:

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Don Bennett, Mayor

ATTEST:

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Jeremy Caudle, City Recorder

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



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

Follow up on Budget Committee discussion regarding local option capital levy for E. 1st Street repair. – Discussion

**Justification or background:**

In the FY 2024-2025 budget message, the issue of repairing E. 1st St. was discussed in detail. One potential funding method highlighted was the implementation of a local option capital improvements levy. The Budget Committee recommended that the City Council engage in a comprehensive discussion regarding the advantages and disadvantages of this funding tool during a regularly scheduled meeting. Following this recommendation, we have placed this item on the agenda for further discussion.

As outlined in the budget message, the state constitution permits local option taxes in addition to, or as a replacement for, permanent rate authority. One such local option tax can be levied for capital projects, with a duration of up to 10 years. For the E. 1st St. repair, estimated to cost \$550,000, the annual debt service at 5% interest over 10 years would amount to \$71,227. To generate this amount, a tax rate of \$0.7506 per \$1,000 in assessed property value would be required. This would lead to an annual tax increase of \$300.24 for a household with a property valued at \$400,000.

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



Type of item:	Discussion
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The state constitution stipulates that the total consolidated rate for a taxpayer cannot exceed \$15 per \$1,000 in value. Currently, the total consolidated rate for a Lowell taxpayer is \$14.1256, leaving a margin of \$0.8744 that can be levied before reaching the maximum limit. Additionally, the constitution allows governments to seek voter approval for general obligation or limited tax bonds, which are serviced by additional taxes and are not subject to the aforementioned constitutional limit. Voter approval of such bonds simultaneously authorizes the necessary taxes to service the bond debt.

In considering this issue, several factors warrant further discussion:

**Impact on Taxpayers:** The proposed tax rate would result in increased annual taxes for property owners, impacting different community segments, especially those on fixed incomes.

**Alternative Funding Options:** Other potential funding sources should be explored, including reallocating existing budget resources, seeking state or federal grants, or a combination of smaller incremental funding sources to minimize taxpayer impact. The feasibility and community impact of issuing general obligation or limited tax bonds should also be analyzed.

**Community Support and Engagement:** It is crucial to gauge community support for the levy. Transparent communication about the repair project's necessity and benefits, as well as the consequences of inaction, is essential to gain public backing.

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



Type of item:	Discussion
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Options for Consideration:

(1) Start working on putting the local option levy on the November ballot: This would involve collaborating with the City Attorney to meet deadlines for ballot language, followed by community education efforts to ensure residents understand the need and benefits of the levy.

(2) Wait to see how things play out by the end of the year: During this period, we would evaluate grant opportunities and other financing options that might be available, potentially reducing or eliminating the need for a local option levy.

(3) Delay further consideration until 2025: By 2025, we will have a clearer picture of the E. 1st St. issue. If necessary, we can consider a bond levy or capital project levy for 2025. However, this would delay street repairs into 2026 or possibly 2027.

In conclusion, the City Council must weigh the immediate need for the E. 1st St. repair with the financial impact on taxpayers and the broader community. Engaging the community, exploring alternative funding options, and clearly communicating the project's benefits and potential consequences are crucial steps in this process. The goal is to ensure that the chosen funding mechanism aligns with the community's best interests and provides the necessary resources for maintaining and improving our city's infrastructure.

**Budget impact:**

TBD
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**Department or Council sponsor:**

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



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Type of item:	Discussion
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Attachments:

N/A
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Meeting date:	06/04/2024
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## INTERGOVERNMENTAL AGREEMENT

**BETWEEN:** Lane Council of Governments (LCOG), an organization of governments within Lane County, Oregon

**AND:** City of Lowell (AGENCY), a unit of local government of the State of Oregon

**EFFECTIVE DATE:** 7/1/2024

### RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this agreement will mutually benefit the parties.
- C. AGENCY and LCOG desire to enter into an agreement where-in LCOG will provide the services described in this agreement and Attachment A (attached hereto and incorporated herein by reference).

### AGREEMENT

- 1. **Duration.** The agreement term shall take effect on the Effective Date and shall continue in place until June 30<sup>th</sup>, 2025, or until earlier terminated pursuant to Paragraph 4 of this agreement.
- 2. **Services to be Provided.** LCOG agrees to provide services to AGENCY as outlined in Attachment A, Work Program.
- 3. **Compensation.** AGENCY shall pay LCOG upon receipt of an invoice, which shall be issued quarterly unless otherwise agreed to by the parties in writing. The invoice will reflect hourly rates for LCOG personnel plus any direct expenses associated with the Work performed. The total cost of this agreement shall not exceed \$8,596.
- 4. **Termination.** Upon thirty days' prior written notice delivered to the persons designated in Paragraph 6 to receive notice, either party, without cause, may terminate its participation in this agreement.
- 5. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties.
- 6. **Administration.** Each party designates the following person as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in paragraph 14.  

For LCOG: Heidi Leyba 859 Willamette St., Suite 500 Eugene, OR 97401-2910 Ph: 541-682-4452	City of Lowell: Jeremy Caudle 107 E. 3rd Street PO Box 490 City of Lowell, OR 97452 Ph: 541-937-2157
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- 7. **Records/Inspection.** AGENCY and LCOG shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion of this agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records related to this agreement.
- 8. **Limitation of Liability.** AGENCY contracts separately with a company for SCADA services, which supplies and supports a separate network for its Waste Management environment. LCOG's services under this Agreement do not include tech support (including but not limited to backup, monitoring, management, antivirus,

updates) for this network and shall not be responsible in any way for the management or operation of that network.

**9. Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or damages including attorney fees, at trial and on appeal, arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.

**10. Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon the award rendered by the arbitrator may be entered in the Circuit Court in Lane County, Oregon.

**11. Insurance.** Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers or is an employer that is exempt under ORS 656.126.

**12. Subcontracting.** LCOG shall not subcontract the Work under this agreement, in whole or in part, without the AGENCY's prior written approval. LCOG shall require any approved subcontractor to agree, as to the portion of the Work subcontracted, to comply with all obligations of LCOG specified in this agreement. Notwithstanding the AGENCY's approval of a subcontractor, LCOG shall remain obligated for full performance of this agreement and AGENCY shall incur no obligation to any sub-contractor.

**13. Assignment.** Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.

**14. Compliance With Laws.** LCOG shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the Work, including all applicable State and local public contracting provisions.

**15. Notices.** Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph.

**16. Integration.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.

**17. Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

**LANE COUNCIL OF GOVERNMENTS:**

**AGENCY: CITY OF LOWELL**

**By:** \_\_\_\_\_  
Brendalee S. Wilson, Executive Director

**By:** \_\_\_\_\_  
Jeremy Caudle, City Administrator

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## IS MANAGED SERVICES FY25 PROGRAM Attachment A

### **Section 1: Introduction**

The purpose of this cooperative program is to share the costs of IS (Information Systems) services across a collective of local governments, in order to facilitate more efficient management of enterprise systems at a lower total cost for all participating agencies. Participation in the IS Managed Services Program includes the City of Coburg; the City of Lowell, the City of Veneta, and Lane Regional Air Protection Agency (LRAPA). Individual agency participation may change during the agreement period without need for amending the agreement.

The systems used by the agencies are complex. It is difficult to independently fund and arrange for the level of technical skill and support required to successfully operate and maintain the technical infrastructure within each agency. Currently, LCOG has on staff the following technical resources to make available to the IS Managed Services Program:

- Computer Support Technicians
- Database Administrators
- Network Administrators
- Mobile/Web Developers
- Server/Systems Administrators

### **Section 2: Scope of Services**

The IS Managed Services Program scope of services consists of basic break/fix services provided by LCOG staff, plus the following:

**Desktop & Laptop Computer Support:** LCOG will provide the labor to maintain the computer operating systems, Microsoft Office products, Adobe Acrobat, e-mail and virus scanning software, and your supported line of business applications. LCOG will provide the labor for hardware maintenance and repair for covered computers which are still under the manufacturer's warranty. Older computers will be repaired to the best of our ability to do so.

**Server Support:** LCOG will provide the labor to maintain server operating systems, e-mail and virus scanning software, and your line of business applications and databases, including Microsoft Exchange and SQL Server. LCOG will configure, maintain and, to the extent possible, monitor



approved backup solutions and applications.

**Network Support:** LCOG will provide all labor related to maintenance, configuration, and monitoring of network equipment, including routers, firewalls, switches, and wireless access points on the client's local area network. LCOG will troubleshoot and diagnose connectivity issues between devices on the client's LAN as well as connectivity to the internet. LCOG will configure, maintain, and diagnose connectivity related issues and settings on network printers and scanners. As requested, LCOG will assist with administering the agency's security plans, securing the network infrastructure, and regulatory initiatives. The SCADA system is a separate environment and network, and LCOG's agreement to provide services does not include any work related to the SCADA network.

**Application Development/Database Administration:** LCOG will make available application development and database administration resources. Features of this service include any combination of the following provisions: software development and integration, database analysis and design, business process automation and user experience and usability testing. Programming Language: Microsoft .NET; Database Language: MS SQL Server.

**Web Updates:** Most participating agencies have local staff technically capable of performing their own agency's web updates. However, we also understand that this may not present the optimum situation for agencies that may be short-staffed and have more important tasks assigned to these roles, or who have employees with some of the necessary skillsets, but not enough to complete more advanced programming. As a result, LCOG will provide labor related to performing web updates, as requested by agencies that would like to take advantage of this service.

The items reflected in the IS Managed Services Plan cover overall activities. Not all functions, activities or projects apply to all agencies.

### **Section 3: Service Level Agreement Information**

The resources to perform the work assignments identified above are available to the IS Managed Services Agencies 8:00 AM-5:00 PM, Monday through Friday, except for LCOG holidays. In general, LCOG is not staffed to provide after-hours support. However, arrangements for after-hours assistance can be accommodated with an approved request when necessitated by business requirements.

#### **Contact Information for IS Managed Services Support:**

[service-desk@lcog.assist.com](mailto:service-desk@lcog.assist.com) or 541-682-2322

**Text Support (NEW): 541-682-HELP (4357) – Please include the following information in your text message and a ticket will be automatically generated:**

Your Name

Location

Preferred callback number

Brief summary of the problem

Clients will be responsible for submitting support requests based on their own internal processes. All services performed by LCOG are subject to mutually agreed upon maintenance windows.

LCOG's technical support staff is familiar with a wide variety of hardware and software systems and will make all reasonable efforts to answer questions and resolve issues in a timely manner. In some cases,

referral to outside vendor support may become necessary. In these limited cases, LCOG staff will provide alternative recommendations.

As requested, LCOG will work together with each agency's staff and their vendor partners to develop backup and recovery options for business-critical applications and to configure those solutions. LCOG cannot guarantee an agency's ability to recover data. LCOG recommends data owners run tests to verify their application recovery plans work well.

Incoming project and services requests are triaged by LCOG IS support services, with priority given to critical emergencies and outages. Resources will be assigned in an equitable fashion based on time of request and business impact. Participating agencies will be provided the opportunity to attend meetings to review project status and resource allocation for the program.

Questions and concerns regarding priorities or services may be escalated to the following contacts at any time:

Heidi Leyba, Chief Technology Officer  
[hleyba@lcog.org](mailto:hleyba@lcog.org)  
541-682-4452

Michael Wisth, Government Services Director  
[mwisth@lcog.org](mailto:mwisth@lcog.org)  
541-682-4007

#### **Section 4: Program Budget**

<b><u>IS Managed Services Program FY25 Budget</u></b>	<b><u>Amount</u></b>
Personnel Services for IS Systems and Development Support	\$48,836
Indirect	\$8,930
Estimated Travel	\$1,025
Operating Reserve (3%)	\$1,384
<b><i>Total Program Costs in FY25</i></b>	<b><i>\$60,175</i></b>

#### **Direct Cost Technical Services Available Upon Request:**

Projects outside the scope of this agreement will be planned, billed, and executed at the relevant billable rate. Hourly rates are actualized and range from \$75-\$150/hr. At Member agency request, an LCOG Project Manager will provide a billable quote for the scope of work. Example supplemental technology services include, but are not limited to:

Broadband Services  
Cyber Security Assessments/Incident Response Services  
GIS Services  
Television/Video Production Services  
Telecommunications Support

## Section 5: Budget Allocation

Program Costs: FY25				
Agency/User	Service Level	Monthly Total	Quarterly Total	Total FY25
City of Coburg	Managed IS Services	\$1,433	<b>\$4,298</b>	\$17,193
City of Lowell	Managed IS Services	\$716	<b>\$2,149</b>	\$8,596
City of Veneta	Managed IS Services	\$1,433	<b>\$4,298</b>	\$17,193
LRAPA	Managed IS Services	\$1,433	<b>\$4,298</b>	\$17,193

In this budget, formulas are used to allocate personnel services according to the amount of FTE dedicated to the IS Managed Services Program between July 1<sup>st</sup>, 2024, and June 30<sup>th</sup>, 2025. Costs are distributed based upon the total number of workstations in the program on July 1, and they will not be adjusted during the fiscal year regardless of changes to the agencies' workstation counts.

For the individual members participating in this cooperative agreement, differing amounts of LCOG staff time or labor hours may be available from month to month. LCOG will maintain service history records for the IS Managed Services Program, so that costs can be redistributed annually on July 1<sup>st</sup>.

# Agenda Item Sheet

## City of Lowell City Council

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Type of item:	Contract
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### Item title/recommended action:

Motion to approve an intergovernmental agreement with Lane Council of Governments for information systems managed services in the amount of \$8,596 for fiscal year 2024-2025 and to authorize the City Administrator to sign. – Discussion/ Possible action

### Justification or background:

This is a renewal of the city's contract with LCOG for information technology services. This includes a full range of technical support related to the city's information technology. For more info, see Attachment A. The city's costs are \$8,596 and are included in the budget.

### Budget impact:

Expenditure of \$8,596.

### Department or Council sponsor:

Administration

### Attachments:

IGA with Lane Council of Governments

Meeting date:	06/04/2024
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# Agenda Item Sheet

City of Lowell City Council

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

Motion to approve an intergovernmental agreement with Lane County for right-of-way special event permits and to authorize the City Administrator to sign. – Discussion/ Possible action

**Justification or background:**

This is a 3-year renewal of the city's IGA with Lane County for special event permits. This IGA sets forth processes and expectations regarding city special events that occur in county rights-of-way. One common example is parades that occur on county roads.

**Budget impact:**

N/A

**Department or Council sponsor:**

Administration

**Attachments:**

IGA with Lane County.

Meeting date:	06/04/2024
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**RIGHT OF WAY SPECIAL EVENT PERMITS**

This **Agreement** is entered into by and between Lane County, a political subdivision of the State of Oregon (“**County**”), and the City of Lowell, an Oregon municipal corporation (“**Agency**”), each a “party,” and referred to collectively in this Agreement as “the parties.”

**RECITALS**

- A.** ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform.
- B.** County and Agency recognize a need to meet requirements to safeguard public welfare and to increase efficiencies in the vicinity of Agency by cooperating for the coordination and permitting of special events involving the use of County right-of-way for Agency-related events.

**AGREEMENT**

County and Agency agree as follows:

**1. DEFINITIONS.**

- 1.1** "Special event" means any planned activity or group event, including but not limited to parades, festivals, films and recording, bicycle races or rides, and foot races or runs, that makes use of, alters, or impacts the use of County right of way by vehicles, pedestrians, utilities, or public services.
- 1.2** "Right-of-way" means the entire width dedicated to the public, including paved or unpaved roadway, surface, shoulder, sidewalks, planting, and ditches or other drainage facilities.

**2. SCOPE OF AGREEMENT**

**2.1 County will:**

**2.1.1** Delegate to Agency authority to permit special events in County right-of-way located either within Agency's Urban Growth Boundary (UGB), or within one road mile outside the UGB.

**2.2 Agency will:**

**2.2.1** Require that each applicant provide:

- a. A written and signed application, in the form prescribed by County, for special event use of County right-of-way. The completed application must include at a minimum: the applicant's name, contact information, event dates and times, a description of the event, identification of all right-of-way impacted, a route map, and the expected number of participants.
- b. A traffic control plan that complies with current Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) standards with Oregon supplements.
- c. Proof of such insurance as Agency determines appropriate for the particular special event.

**2.2.2** Review and approve or deny each application received in a timely manner, and require in its approval such conditions as Agency determines necessary to ensure:

- a. Reasonable safety for event participants, spectators and other roadway users,
- b. Clean-up of the road and right-of-way after the event, and
- c. The traffic control plan is implemented prior to the start of the event.

**2.2.3** If Agency determines that reasonable safety requires the presence of uniformed law enforcement personnel, Agency will ensure that such personnel are provided by applicant or by Agency. The Lane County Sheriff's Office will not be required to provide law enforcement presence or first response for Agency-permitted special events.

**2.2.4** Provide a complete copy of each approved permit to County's Public Works Department and Sheriff's Office a minimum of two weeks prior to the event date, by email or fax to the addresses given below.

- a. The Lane County Sheriff's Office (LCSO) has no role in granting or approving these Event permits. LCSO's role is to receive the approved permit information from County and disseminate that information to LCSO Dispatch Services, and to any other appropriate work groups, in order to be prepared to respond and inform the public when receiving calls related to the Event.

**3. DOCUMENTS FORMING THE AGREEMENT**

- 3.1 The Agreement.** The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement by this reference.
- 3.2 Exhibits.** With this document, the following exhibits are incorporated into the Agreement:
  - None

**4. CONSIDERATION AND PAYMENT**

- 4.1 County's Payment Obligations**
  - 4.1.1** None
- 4.2 Agency's Payment Obligations**
  - 4.2.1** None

**5. EFFECTIVE DATE AND DURATION**

- 5.1 Effective Date.** Upon the signature of all parties, this Agreement is effective on July 1, 2024.
- 5.2 Duration.** Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate within three (3) years from the effective date. However, such expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any breach or default in performance which has not been cured.

**6. AUTHORIZED REPRESENTATIVES AND NOTICE.** Each of the parties designates the following individuals as its authorized representative for administration of this Agreement. Either party may designate a new authorized representative by written notice to the other.

- 6.1** County's Authorized Representative (name, title, telephone number, and email):  
Orin Schumacher, Road & Bridge Division Manager, Ph: 541-682-6993,  
[orin.schumacher@lanecountyor.gov](mailto:orin.schumacher@lanecountyor.gov).
- 6.2** Agency's Authorized Representative (name, title, telephone number, and email):  
Jeremy Caudle, City Administrator, City of Lowell, Ph: 541-937-2157, [jacudle@ci.lowell.or.us](mailto:jacudle@ci.lowell.or.us)
  - 6.2.1 Notifications to County:**

Lane County Public Works	Jennifer Paugh Engineering Associate <a href="mailto:jennifer.paugh@lanecountyor.gov">jennifer.paugh@lanecountyor.gov</a> Fax: 541-682-2366
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Lane County Sheriff's Office	Jonna Hill Support Services Manager <a href="mailto:jonna.hill@lanecountyor.gov">jonna.hill@lanecountyor.gov</a> Fax: 541-682-2366
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**6.2.2 Notifications to Agency:**

City of Lowell	Jeremy Caudle City Administrator <a href="mailto:admin@ci.lowell.or.us">admin@ci.lowell.or.us</a> Ph: 541-937-2157
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Any notice, demand, consent, approval, or other communication to be given under this Agreement must be in writing and provided by email addressed to the party's Notification representative(s), except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Agreement on behalf of that party below.

- 7. INDEMNIFICATION.** To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.
- 8. PUBLIC BODY STATUS.** In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.
- 9. MODIFICATION AND TERMINATION.**
- 9.1 Modification.** No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties.
- 9.2 Termination.** The parties may jointly agree to terminate this Agreement at any time by written agreement. Either party may terminate this Agreement for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving the other party not less than 30 days' advance written notice.
- 9.3 Non-Appropriation.** Each of the parties certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, the parties understand and agree that, if a party does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Agreement, this Agreement will terminate at the end of the last fiscal year for which payments have been appropriated. The non-appropriating party will notify the other party of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, neither party will have a further obligation for payments beyond the termination date.
- 10. MISCELLANEOUS PROVISIONS**
- 10.1 Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.
- 10.2 Waiver.** Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
- 10.3 Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 10.4 Governing Law, Forum, and Venue.** All matters in dispute between the parties to this Agreement arising from or relating to the Agreement, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Agreement will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.
- 10.5 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Agreement.
- 10.6 No Third-Party Beneficiaries.** County and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or



provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.

- 10.7 Headings.** The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.
- 10.8 Force Majeure.** Neither party will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.
- 10.9 Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.
- 10.10 Merger and Construction.** This Agreement contains the entire agreement of County and Agency with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings. This Agreement is the result of bilateral negotiations between the parties, and the provisions of this Agreement are to be interpreted and their legal effects determined as a whole, with no part to be construed against the drafter of such part.
- 10.11 Compliance with Law.** County and Agency agree to comply with all federal, state and local laws applicable to the parties or the subject matter of this Agreement.

**SIGNATURES FOLLOW ON NEXT PAGE**

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**AGENCY:**

CITY OF LOWELL

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Lowell  
70 N. Pioneer St.  
Lowell, OR 97452

**COUNTY:**

LANE COUNTY

By: \_\_\_\_\_

Title: Daniel Hurley, Public Works Director

Date: \_\_\_\_\_

Lane County Public Works  
3040 N Delta Hwy  
Eugene, Oregon 97408