

**Lowell City Council
Regular Meeting
Tuesday, November 5, 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.
 - Comments received by 4:00 pm on the meeting date will be included in the record.
-

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)

Presentation

1. "Annual Report – 2024" presentation from Travel Lane County. – Discussion
Presenter: Andy Vobora – Vice President of Stakeholder Relations, Travel Lane County

Old Business

New Business

1. City Administrator resignation. – Discussion/ Possible action
2. Direction on appointment of City Administrator pro tempore. – Discussion

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

3. Motion to approve Easement No. DACW57-2-21-0049 with the Department of the Army for the use of property located at the Lookout Point and Dexter Lakes Project, and to authorize the Public Works Director to sign. – Discussion/ Possible action
4. Motion to approve “Engineering Scope of Services” with Civil West Engineering for wastewater, stormwater, and transportation system development charge updates in the amount of \$23,465, 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:	Presentation
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Item title/recommended action:

Annual Report – 2024” presentation from Travel Lane County. – Discussion Presenter: Andy Vobora – Vice President of Stakeholder Relations, Travel Lane County
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Justification or background:

Lowell is a member of Travel Lane County. Every year, Travel Lane County updates City Council on its activities, including in relation to promoting Lowell as a travel destination.

Budget impact:

N/A

Department or Council sponsor:

Administration

Attachments:

Travel Lane County -- "Annual Report - 2024."

Meeting date:	11/05/2024
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ANNUAL REPORT 2024

EUGENE
CASCADES
AND COAST

TRAVEL LANE COUNTY



Kari Westlund
President & CEO



Dana Turell
Chair, Board of Directors

Fiscal year 2024 built upon FY23 with direct visitor spending again surpassing the \$1 billion mark. TrackTown rose to the occasion by hosting 8,000 athletes, parents, coaches, officials and volunteers over 7 days at the USATF National Junior Olympics Track & Field meet in July, the Wanda Diamond League final at the Prefontaine Classic in September and a full season of track and field and running events in the spring and early summer of 2024 that included the U.S. Olympic Team Trials - Track & Field. Local businesses rolled out the red carpet to welcome athletes, coaches, officials and fans to show that We are TrackTown USA.

Youth and collegiate sporting events, arts and cultural events, fairs and festivals, amazing food and beverage offerings and our uncrowded outdoor spaces greeted thousands of visitors who contributed to nearly 3.4 million overnight stays in the Eugene, Cascades & Coast region during 2023. The experiences provided by local businesses created memories that will last a lifetime.

Convention and meetings businesses continued to grow back from the impact of the pandemic. This increase in activity was largely shouldered by the Eugene Conference Center as we await the reopening of Valley River Inn's conference space. Lodging demand showed a nine-percentage point improvement in room demand in the second half of the fiscal year and double-digit increases in average daily rates and revenue per available room which illustrates how strong the April - June quarter was for the region.

-Kari Westlund, President & CEO

What a year! As we honor the 28-year legacy of Kari Westlund as President & CEO, we are thrilled to welcome Samara Phelps into this role. I can't wait for you to meet her! We also launched the Travel Lane County Charitable Fund and are already supporting regional projects. Going forward, we are committed to boosting winter visitor demand and are excited to welcome Big Ten visitors to experience all that Eugene, Cascades & Coast has to offer. Now is a great time to live, work and play in our great region!

-Dana Turell, Board Chair

PROMISE

The Eugene, Cascades & Coast region has Oregon's greatest variety of adventures in easy to reach, uncrowded places.

MISSION

Grow overnight visitors for a vibrant, year-round and county-wide economy.

WHY

We believe our work inspires people to experience and appreciate Lane County, creating opportunities, a sense of place and stronger communities.

VISION

Travel Lane County is a recognized leader in achieving year-round economic growth throughout the Eugene, Cascades & Coast region through innovative destination marketing, product development and exceptional visitor experiences.





INDUSTRY INDICATORS

The Oregon Department of Revenue provides countywide lodging tax summary data, enabling historical trends tracking and more confident future budget planning. Transient lodging tax receipts in the first quarter of FY24 showed an increase of 15% over the prior year. This strong first quarter performance was fueled by the USATF National Junior Olympics Track & Field meet in July and the Prefontaine Classic and UO Football games in September. County and city governments saw increases in lodging tax receipts. This continued growth in lodging tax allows Travel Lane County to maintain staffing and investment in core marketing and development programs.

The commercial lodging sector benefitted from strong leisure travel, market compression caused by participation and attendance in area sporting events and growing conventions and meetings business. Hotel demand lagged behind the Pacific Northwest and the nation during the first half of the fiscal year but rebounded during the January - June period and generally kept pace with these other regions. Average daily rates and revenue per available room placed Lane County ahead of the Pacific Northwest and the United States by a wide margin in the second half of the fiscal year.

Short-term rentals saw a huge boost in spring and early summer as the track and field and running events in the region ramped up. FY24 generated \$69 million in revenue from short-term rentals and a massive \$11 million came in June 2024. *University of Oregon graduation, the Olympic Team Trials and the Collegiate Track & Field Cross Country Hall of Fame Induction* all contributed to making June the most robust month of the year. Occupancy for the year was 53% and ranged from a winter low of 36% to a high of 78% in June.

Allianz Partners USA's 16th Annual Vacation Confidence Index found that 68% of Americans surveyed are confident they will take a vacation before the end of the year, the highest percentage since the company began collecting data in 2009. This strong travel sentiment has us excited for a robust FY25.

Hotel

Occupancy	62% (-1%)
Average Daily Rate	\$157 (+10%)
Revenue	\$174.3 Million (+4%)

Source: STR, Inc. 2023-24

Short Term Rental

Occupancy	53% (-4%)
Average Daily Rate	\$212 (-16%)
Revenue	\$69 Million (-8%)

Source: AirDNA 2023-24

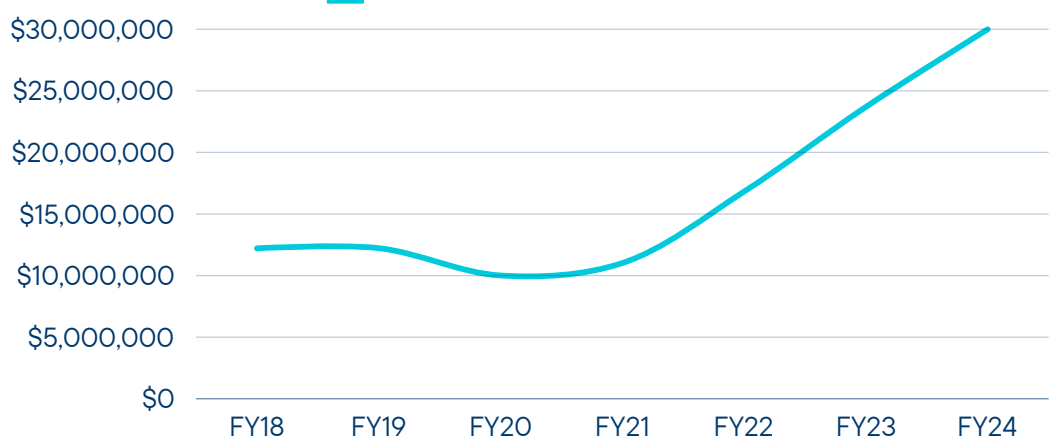
*Year-over-year comparisons were heavily influenced by the World Athletic Championships in FY23



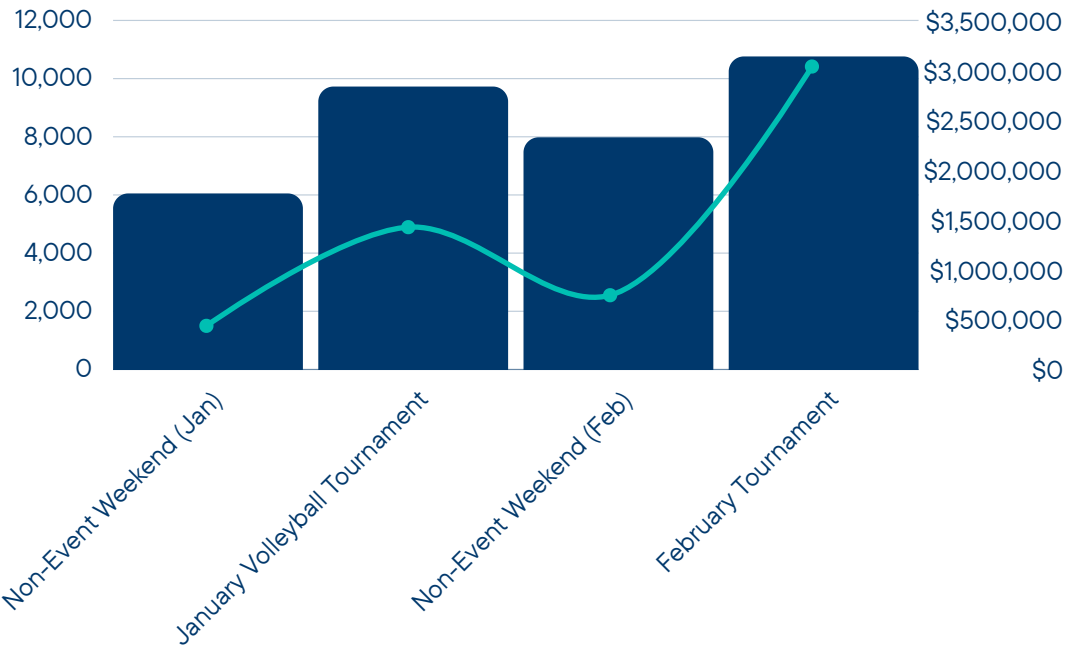


INDUSTRY INDICATORS

■ Lane County Room Tax Collections by Fiscal



■ Hotel Room Demand ■ Hotel Revenue



Transient lodging tax receipts increased to over \$23 million in FY23 and are estimated to top \$30 million in FY24. Since 2000, lodging tax receipts have consistently grown every year other than during two recessions and the COVID-19 pandemic. Post-pandemic, hotels sought to recover revenues, rebuild demand and rehire employees at higher wage rates. Fortunately, the travel industry is resilient and Americans love to travel. Leisure travel picked up and the sports sector continued to power through. Slower to return to pre-pandemic highs are conventions and performing arts. Both sectors showed strong signs of recovery in FY24.

Increasing winter visitor demand continued to be a focus in FY24. Marketing of the performing arts was featured prominently in all channels, and conventions and sports teams worked hard to rebook key events. The effort to secure a location and develop an indoor multiuse sports facility remained a top priority and much was learned through a tour and roundtable discussion of the indoor and outdoor sports complexes in Medford, Oregon. This trip was attended by local elected officials, city and county staff, Willamalane staff, Eugene Chamber staff, Travel Lane County staff and board members, Bethel School District and neighborhood representatives. Travel Lane County looks forward to continuing to work with the community to fix the structural imbalance we have in winter and summer visitor demand.



LEISURE VISITORS

The tourism team uses a combination of paid, earned and owned media strategies to promote the Eugene, Cascades & Coast region.

Paid advertising placements were optimized to send traffic to both the Explore landing page on our website, specific itineraries and stories.

Additional placements targeting to local residents focused on driving interest in events by highlighting the Events This Week calendar and encouraging sign-ups for a weekly event email. Our successful short-form video campaign was expanded from high-level inspiration to include ads resulting in visits to our website.

Visitor spending and movement data from Zartico allows us to provide valuable insights to Chambers of Commerce partners in Cottage Grove, Florence and Springfield. Zartico's web contribution data helps us identify which pages on our website deliver the highest view-to-visit rates, revealing what visitors engage with before they visit our destination. Our weekly and main event calendar pages led the list of pages most visited by those who eventually traveled to the destination. Our Explore page is fourth overall, with itineraries like *Guide to Florence's Best Beaches*, *Top Things to See in TrackTown* and *Best Brunches & Breakfasts in Eugene* rounding out our top 10 most visited web pages that result in in-market visitation.

Paid placements generated over 66.8 million impressions and 314,000 clicks to our website from potential visitors in key target markets. Our consumer email lists grew to nearly 10,000 contacts. Estimated earned media impressions topped 1.7 billion in FY24, largely due to key syndicated placements from major connected media outlets such as Yahoo and MSN.

In collaboration with Travel Oregon and the Willamette Valley Visitors Association (WVVA), we helped host 16 familiarization tours (FAMs) with media and travel trade. Additional media FAMs were arranged for influential publications such as *AAA Magazine*, *Travel + Leisure*, *NW Travel & Life*, *Fox Weather* and *Vancouver Sun* (BC).

66.8 MILLION

impressions to potential visitors
in target key markets

314,000 CLICKS

to our key visitor content

1.7 BILLION

estimated earned media impressions

"If you love nature and a small town feel, Cottage Grove is a great place to explore and escape the bumper-to-bumper traffic of big city life."

-James Sinks, *1859 Magazine*

"One thing you quickly notice about Florence is the laid-back atmosphere and quietness compared to the other towns in the state. The unique blend of natural beauty, recreational opportunities and history make it a worthwhile visit."

-Neha Bhatiya, *The Travel*

GUIDE
From California to British Columbia: 10 best places for an idyllic West Coast getaway

Andrew Collins
Jan 10, 2024 - 28 min read



BUSINESS INSIDER
Slip on some wine at sustainable vineyards in Oregon's Willamette Valley.



Eugene, Oregon | Sean Fleming/PhotoStock

SHARE



CONVENTIONS & GROUPS

The Conventions team attended several regional and national tradeshows this year, including *HelmsBriscoe Annual Business Conference*, *Connect Spring Marketplace*, *ConferenceDirect*, *MPI Cascadia*, *Connect Association*, *Connect Faith* and *Smart Meetings*. During these events, we connected with hundreds of planners from across the country.

Travel Lane County strives to grow our reputation by focusing on accessibility, sustainability and inclusion. The Conventions team was thrilled to secure the *Tourism Cares Meaningful Travel Summit*, which emphasizes sustainability, for FY25. As part of the conference, Tourism Cares will provide grants to local organizations. An additional accessibility win includes *Mobility International USA*, a partner whom Travel Lane County has successfully worked with and supported for decades, being honored with the 2024 Eugene, Cascades & Coast Convention Leadership Award for their work bringing in international visitors to their conferences and workshops.

As part of the 2023-2024 Wine Country License Plate Grant, a photoshoot at King Estate Winery produced new group photo assets and pull-up banners to promote inclusive wine country experiences to convention planners.

We were honored to be selected to host the Destinations Marketing Association West – now called One West – *Education Summit* for September 2024.

Conference group sizes are increasing though planners still have extremely short booking windows. Leads from our independent/third-party planners remain strong as we see more organizations eliminate their internal event professional positions and outsource event planning.

32 CONFIRMED

events resulting in 9,820 room nights

\$5.4 MILLION

total estimated economic impact (EEI)

87

new groups worked with

30%

email newsletter open rate





SPORTS COMMISSION

Following the Track & Field Roundtable hosted in November, the Welcome to TrackTown stakeholder group was established to re-engage the community with our track and field legacy. Track & field events and the *Eugene Marathon* created an estimated economic impact of approximately \$50 million in FY24, some of which were confirmed or booked in previous years.

As a result of this effort, we achieved several key outcomes:

- **Unified Branding:** We developed a cohesive brand for street pole banners representing six major organizations and events hosted in our community this year.
- **Community Engagement:** Local businesses decorated their storefronts and staff wore Welcome to TrackTown shirts.
- **Media Outreach:** A focused media campaign highlighted our track & field legacy and informed the public about the fantastic events we hosted this summer.
- **Enhanced Participation:** Track & field events, including the *Collegiate Hall of Fame Ceremony* held at the Hult Center in June, saw increased attendance.

The Sports Commission was the first sustainability sponsor of the *Sports ETA Symposium* in Portland. Sports ETA (Sports Events and Tourism Association) is the national association for sports tourism. As a part of the program, we hosted the *ReRun 5k – Reduce, Reuse and Recycle* with partners from Willamalane Parks and Recreation District.

The region hosted several key events in our strategic sports segments, including *US Rowing Northwest Regional Masters Championships* and *Oregon Bicycle Racing Associations Road Championships*. Our team is busy preparing for the *USA BMX Lumberjack Nationals* in August.

As a leader in sports tourism, we hosted DMOs and Sports Commissions across Oregon for a half-day summit. John David, CEO of Sports ETA, presented on the State of National Sports Tourism. We had representation from all levels of tourism throughout Oregon in attendance, including at the state, regional, county and city levels.

21 CONFIRMED

events resulting in 59,548 room nights

\$36.6 MILLION

total estimated economic impact (EEI)

41%

open rate for Sports Commission e-news





STAKEHOLDER RELATIONS

The Travel Lane County membership model was reconfigured in the fall of 2023 to provide a free membership option, allowing us to better highlight the region’s many great tourism assets. Hospitality businesses are eligible for free associate membership and can easily partner with us through an updated online application. Members deliver great experiences, and our new membership model positions these businesses in our content so that visitors see the unforgettable opportunities that await them.

The 2024 Visitor Industry Celebration & Summit hosted nearly 300 attendees to honor award recipients and hear Travel Lane County’s President & CEO Kari Westlund give her final State of the Industry address.

Travel Lane County’s hearing loop program expanded to include attractions and performing arts venues during the second half of the fiscal year. This included a partnership with the Wildish Theater, Springfield Renaissance Development Corporation and the City of Springfield. The first year of the program provided hearing loop technology to 40 locations and earned Travel Lane County the Get in the Hearing Loop Award from the Hearing Loss Association of America.

Accessibility projects included supporting the placement of two all-terrain outdoor mobility chairs through David’s Chair. The first was at Heceta Beach in Florence and the second was in partnership with Mt. Pisgah, McKenzie River Trust and Lane County Parks. In the works are mobility mats which will allow access to the surf and will be placed in Florence by Lane County Parks.





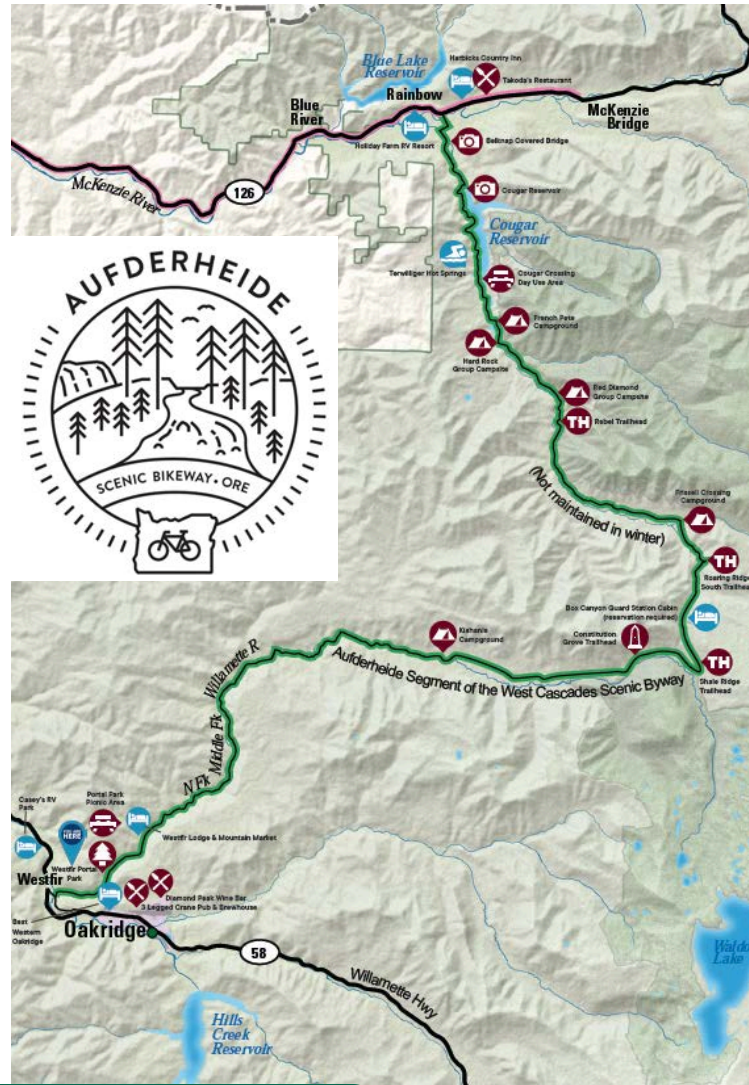
DESTINATION DEVELOPMENT

Two long-standing cycling projects reached implementation milestones this year. The designation of the Aufderheide Drive as an Oregon Scenic Bikeway earned approval from Oregon Parks and Recreation Department (OPRD) on the initial application. Public meetings in Westfir, Oakridge, and McKenzie River involved these communities in the program and the designation process. A strong proponent group provided letters of support and included a Letter of Concurrence from the Willamette National Forest.

Connect Lane, a wayfinding project that will connect communities throughout Lane County, was reenergized by Travel Lane County and remaining funds were transferred from Lane Council of Government (LCOG) to support the signing of the next two segments. With McKenzie to Oakridge and Oakridge to Cottage Grove already signed, the focus moves to implementing signs from Cottage Grove to Crewell and Creswell to Eugene. Staff mapped over 50 sign locations along these routes and are working with Lane County and other jurisdictions to have signs installed in FY25 followed by a promotional plan.

Work on assessing trail accessibility continued through a financial contribution to our partners at the Willamette Valley Visitors Association (WVVA), who were then able to assess King's Castle mountain biking trail near Rainbow. Reducing barriers for all visitors and residents who recreate outdoors by providing information on King Castle's features, amenities, conditions and sensory experiences will allow trail users to fully plan their ride. This partnership with WVVA also includes the creation of videos of mountain bikers using adaptive equipment for use in marketing channels.

In Oakridge, Travel Lane County partnered with Lane County to provide seed funds to support a local proponent group who envision an asphalt pump track development in the Oakridge Industrial Park, with the City of Oakridge providing the funds needed to complete a feasibility study. The feasibility study will be finalized in early FY25, and provided the results are positive, the proponent group will continue fundraising efforts.





INTEGRATED MARKETING

Our redesigned website ended the year positively with many of our key performance indicators showing improvement year-over-year:

- 50,995 booking searches, an increase of 224%
- 932,000 engaged sessions, an increase of 15%

Most importantly, all indicators were trending upward by the end of the fiscal year, suggesting that the new website will continue to see strong performance going into FY25.

We published or republished 624 pages and blogs this year, underscoring our commitment to being the trusted resource for information about our destination. Our daily publishing schedule ensures refreshed website content that communicates timely, relevant and accurate information about our destination, to continue to position ourselves as an authority on our destination.

Our short-form video project wrapped in the spring and allowed us to show a variety of communities, activities and seasons throughout the county. The videos had a total reach of 6.4 million and were saved and shared 20,000 times. The footage captured from these shoots will enable us to create more innovative content and keep our destination top-of-mind with potential travelers and planners.

3.6 MILLION

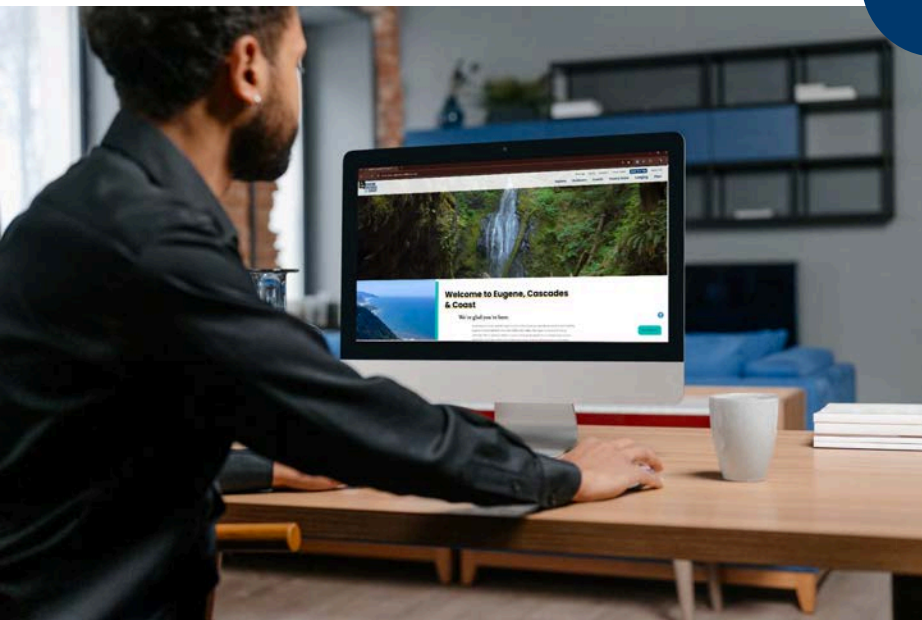
views of our short-form videos

1.1 MILLION

website users and 2.7 million pageviews

588

new photo & video assets added to media library





BOARD OF DIRECTORS

OFFICERS

Dana Turell, Chair

Turell Group
Eugene

Sarah Smith, Vice Chair

InnCline Management
Eugene

Pam Whyte, Treasurer

Emge & Whyte
Eugene

Julie Johns, Past Chair

Territorial Seed Company
Cottage Grove

Irene Alltucker

Obie Companies Inc.
Eugene

John Barofsky

Beppe & Gianni's
Eugene

Richard Boyles

Merete Hotel
Management Group
Springfield

Corey Buller

Lane Events Center
Eugene

Robert Canaga

Robert Canaga Studios
Eugene

Julie Collins

Cascades Raptor
Center
Eugene

Ian Dobson

Eugene Marathon
Eugene

Mike Drennan

Individual Member
Eugene

Tom Driscoll

University of Oregon
Housing Department
Eugene

Mike Duncan

University of Oregon
Athletics
Eugene

Jonnie Helfrich

Helfrich McKenzie Rafting
McKenzie River

Lynda Kamerrer

Retired Lodge Owner
Oakridge

David Loveall

County Commissioner
Lane County

Jeri McPherson

Valley River Inn
Eugene

Ron Moore

Hoagland Properties
Florence

Michael Newman

In Business Media
Eugene

Lorrie Normann

Valhalla Winery
Venete/Fern Ridge

Tina Patel

ALKO Hotels
Eugene

David Penilton

America's Hub World Tours
Eugene

Kari Preston

Holiday Inn Express
Springfield

George Rogers

Graduate Hotels
Eugene

Bev Smith

Kidsports
Eugene

Tracey Sunflower

Westfir Lodge
Westfir

Pat Straube

Dari Mart
Junction City

Luci Vinis

City of Eugene Mayor
Eugene

Michelle Webber

City Council
Springfield

EX-OFICIO MEMBERS

Allie Camp

City of Springfield
Springfield

Bettina Hannigan

Florence Chamber
of Commerce
Florence

Jason Harris

Lane County Admin
Lane County

Terry Hopkins

ORLA

Ben Klipfel

City of Eugene
Eugene

Joe McCormack

Lane Transit District
Springfield

Megan Messmer

City of Florence
Florence

Vonnie Mikkelsen

Springfield Area Chamber
of Commerce
Springfield

Steve Mokrohisky

Lane County Administrator
Lane County

Cathryn Stephens

Eugene Airport
Eugene

Brittany Quick-Warner

Eugene Area Chamber
of Commerce
Eugene



SPORTS ADVISORY COUNCIL

Joshua Bates

City of Eugene

Allan Benavides

Eugene Emeralds Baseball Club

Mike Duncan

University of Oregon Athletics

James Feist

Springfield Area Chamber of Commerce

Daniel Lindsey

Mereté Hotel Management

Jeri McPherson

Valley River Inn

Michael Wargo

Willamalane Park & Recreation District

Brittany Quick-Warner

Eugene Area Chamber of Commerce

Thomas Wuest, MD

DocTom Consulting, LLC

David Penilton

America's Hub World Tours

Michael Reilly

TrackTown USA

Erin Reynolds

City of Florence

Mike Ripley

Mudslinger Events

Tony Scurto

Lane Education Service District

Bev Smith

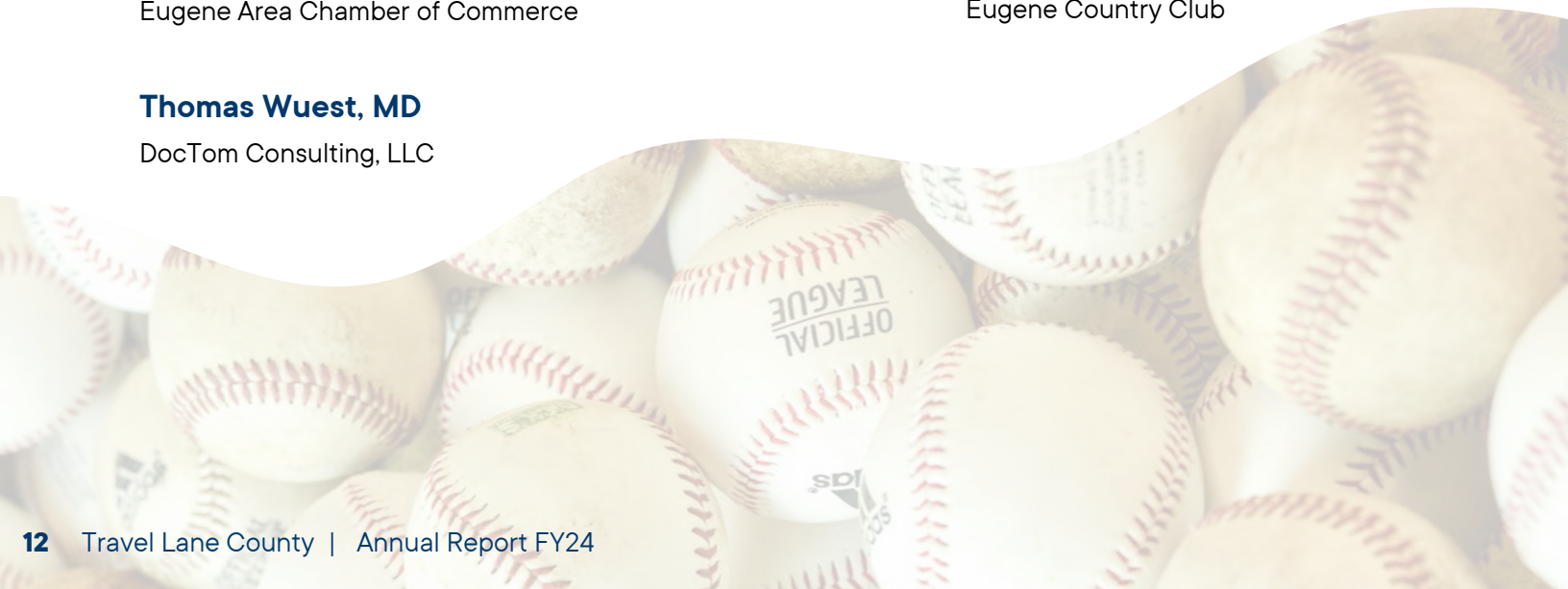
Civic Park

Craig Smith

City of Eugene

Rich Spurlin

Eugene Country Club





TRAVEL LANE COUNTY STAFF

Administration

Kari Westlund

President & CEO

Liz Bocking

Vice President of Finance & Administration

Amanda Neill

Administrative Assistant

Destination Marketing

Natalie Inouye

Executive Vice President

Philis McLennan

Director of Sports & Conventions Marketing

Convention Sales & Marketing

Brian Saunders

Convention Services Manager

Molly Babcock

Convention Sales & Marketing Coordinator

Sports Commission

J.B. Carney

Senior Director, Sports

Ella Perez

Director of Event Operations, Sports

Kate Walkup

Sports Sales & Marketing Coordinator

Tourism Sales & Marketing

Stephen Hoshaw

Senior Director, Tourism

Meg Trendler

Director of Tourism Sales

Julia Voigt

Tourism Marketing Manager

Integrated Marketing

Emily Forsha

Vice President of Integrated Marketing

Taj Morgan

Director of Content Strategy

Melanie Griffin

Art Director

Stakeholder Relations

Andy Vobora

Vice President of Stakeholder Relations

Megan Temple

Senior Director of Partner & Community Engagement

Haley Mendez

Member Coordinator

Connor Nolan

Destination Development Manager

Visitor Services

Clarissa Warrick

Visitor Center Manager

Kyle Chase

Visitor Services Specialist

Nicolle Kelley

Visitor Services Specialist



EUGENE CASCADES COAST



Agenda Item Sheet

City of Lowell City Council

Type of item:	Personnel
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Item title/recommended action:

City Administrator resignation. – Discussion/ Possible action

Justification or background:

The City Administrator has been offered the City Manager position in Dayton, Oregon with the contract scheduled for a vote by Dayton's City Council on the evening of Monday, November 4.

If the contract is approved and signed, the City Administrator intends to submit a resignation letter at the November 5 Lowell City Council meeting, with the resignation effective 30 days from that date, in line with the employment agreement terms.

Budget impact:

N/A

Department or Council sponsor:

Administration

Attachments:

Resignation letter (to be added pending contract approval by Dayton City Council on November 4).

Meeting date:	11/05/2024
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City Administrator's Office
P.O. Box 490 Lowell, OR 97452
Phone: 541-937-2157
Email: admin@ci.lowell.or.us

November 5, 2024

Dear Mayor Bennet and City Councilors:

My time as your City Administrator is coming to an end. Last night, the Dayton City Council made official my appointment as their next City Manager. I respectfully submit this letter as notice of my resignation. My last day with Lowell will be December 5, 2024.

This time four years ago, I was preparing to travel to Lowell for the finalist interviews. I recall the first time I drove down Highway 58 into Lowell. The sight of the city nestled on the shores of Dexter Lake, at the foot of Disappointment Butte captivated me—and it still does. It's hard to believe four years have already passed.

It's also hard to believe all we've accomplished together these past four years. We built a new City Hall and library, and we recruited our first ever paid Library Director. We sold surplus real estate for private development. We invested in our infrastructure. We updated our utilities master plans and overhauled our development code. We oversaw unprecedented growth in new home construction. We breathed new life into our cherished Blackberry Jam Festival after a hiatus due to COVID-19. The list goes on.

Through it all, our employees, volunteers, and committee members have contributed to our success with alacrity and diligence. They are our community's greatest asset, and it has been a privilege to work alongside them.

Lastly, I want to thank you for your confidence in me and support. I have worked with many elected officials during my career, and you are among the best. Thank you for coming prepared to meetings, for asking good questions, and for generating creative ideas. You have exercised wisdom and foresight in leading the city, and Lowell is the strongest it's ever been because of you. I can't tell you how appreciative I am to have had the honor to serve you and the community.

My priority over the next 30 days is to ensure a smooth transition. Depending on your direction, that may include starting the process to select my replacement, as well as training whoever is selected to serve as City Administrator pro tempore. Lowell's best days are ahead, and I am excited for what the future holds.

Sincerely,

A handwritten signature in black ink that reads "J. Caudle".

Jeremy B. Caudle
City Administrator

"To every thing there is a season, and a time to every purpose under the heaven" (Ecclesiastes 3:1)

Agenda Item Sheet

City of Lowell City Council

Type of item:	Personnel
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Item title/recommended action:

Direction on appointment of City Administrator pro tempore. – Discussion

Justification or background:

With the anticipated resignation of the City Administrator, the Council needs to plan for interim leadership to ensure continuity of city operations. This discussion will outline options for selecting a City Administrator pro tempore, including potential internal candidates and the possibility of hiring an interim from outside the organization.

OPTION 1: Select an internal candidate to serve as City Administrator pro tempore.

OPTION 2: Start the process of recruiting an external candidate. The League of Oregon Cities has a roster of individuals willing to serve in interim capacities. This could be a starting place.

Budget impact:

To be determined, depending on which option is selected.

Department or Council sponsor:

Administration

Attachments:

N/A

Meeting date:	11/05/2024
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Agenda Item Sheet
City of Lowell City Council



Type of item:	Contract
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Item title/recommended action:

Motion to approve Easement No. DACW57-2-21-0049 with the Department of the Army for the use of property located at the Lookout Point and Dexter Lakes Project, and to authorize the Public Works Director to sign. – Discussion/ Possible action

Justification or background:

The easement granting the city permission to access certain USACE land has expired. That land is illustrated in Exhibit A to the document following this agenda item sheet. This document will ensure a 25-year renewal. This is the first of several renewals that the USACE is preparing.

Budget impact:

N/A

Department or Council sponsor:

Public Works

Attachments:

Easement no. DACW57-2-21-0049

Meeting date:	11/05/2024
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DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, PORTLAND DISTRICT
PO BOX 2946
PORTLAND, OR 97208-2946

October 1, 2024

Real Estate Division

Max Baker
Public Works Director
City of Lowell
107 East Third Street
Lowell, Oregon 97452

Dear Mr. Baker,

This offer letter is to request signature for the proposed Department of the Army Easement No. DACW57-2-21-0049, granting use of property owned by the United States of America located at the Lookout Point and Dexter Lakes Project, Lane County, Oregon. This agreement will replace Easement No. DACW57-2-97-0042 which will expired on June 30, 2022.

Please review, sign, and return the enclosed documents to the United States Army Corps of Engineers, Portland District, ATTN: Real Estate Division, P.O. Box 2946, Portland, Oregon 97208-2946. Once the agreement is accepted on behalf of the Department of the Army, a fully executed copy will be returned for your records. Please ensure that the person attesting to the certificate of authority is different than the person signing the Easement.

If you have any questions or require further assistance, please contact Realty Specialist Amanda Purvis at 503-808-4004, or email at Amanda.C.Purvis@usace.army.mil.

Sincerely,

KING.OLIVER.WEN⁰ Digitally signed by
KING.OLIVER.WENDELL.115231239
DELL.1152312390 Date: 2024.10.01 13:22:31 -0700'

Oliver W. King
District Chief of Real Estate
Real Estate Contracting Officer

Enclosure

DEPARTMENT OF THE ARMY
EASEMENT FOR PUBLIC ROAD OR STREET
LOCATED ON
LOOKOUT POINT AND DEXTER LAKES PROJECT
LANE COUNTY, OREGON

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to the **CITY OF LOWELL**, hereinafter referred to as the grantee, an easement for a road or street, hereinafter referred to as the facilities, over, across, in and upon the lands of the United States as identified in **Exhibits "A"**, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted for a term of **TWENTY-FIVE (25)** years, beginning **JULY 1, 2022**, and ending **JUNE 30, 2047**.

2. CONSIDERATION

The consideration for this easement shall be the construction, operation and maintenance of a public road for the benefit of the United States and the general public in accordance with the terms herein set forth.

3. NOTICES

a. All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to **CITY OF LOWELL, PO BOX 490, LOWELL, OREGON, 97452**; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Portland District, PO Box 2946, Portland, Oregon 97208-2946, or as may from time to time otherwise be directed by the parties.

b. Notices shall be mailed by certified mail, postage prepaid, return receipt requested, addressed to the addresses listed in 3.a. above. The effective date of the notice shall be the earlier of the actual date of receipt or the date the addressee is notified of the attempted delivery of the certified mail, whether or not the addressee actually accepts delivery. Use of an express delivery service will not substitute for this requirement.

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c. Communications other than notices required under this easement may be sent by means other than certified mail, return receipt requested, including electronic mail. Such communications include routine matters of coordination and informal exchange of information.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Portland District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this easement, and shall exercise due diligence in the protection of all property located on the premises against

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fire or damage from any and all causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. RIGHT TO CONNECT

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time to time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of the right-of-way herein granted.

12. OTHER AGENCY AGREEMENTS

It is understood that the provisions of the conditions on **SUPERVISION BY THE DISTRICT ENGINEER** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

13. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

14. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

16. ENVIRONMENTAL SITE ASSESSMENT

The proposed action will result in a very minor disturbance to the environment. A Report of Availability, dated **November 8, 2021**, states that no extraordinary circumstances exist. Due to the minor environmental risks associated with the proposed action, this action is excluded from the Environmental Site Assessment (ESA), formerly known as Environmental Condition of Property (ECP), requirement per Engineer Regulation 200-2-3.

17. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

18. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 195) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

19. RESTORATION

On or before the termination or revocation of this easement, the grantee shall, without expense to the United States and within such time as said officer may indicate, restore the premises to the satisfaction of said officer. In the event the grantee shall fail to restore the premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

20. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. Section 403), Section 404 of the Clean Water Act (33 U.S.C. Section 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the premises.

21. EXECUTIVE ORDER 13658

a. Any reference in this section to “prime contractor” or “contractor” shall mean the Grantee and any reference to “contract” shall refer to the Easement.

b. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

c. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c),

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whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

d. Withholding.

The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

e. Contract Suspension/Contract Termination/Contractor Debarment.

In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

f. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

g. Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

h. Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (h) (1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s)
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.

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- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

i. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

j. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

k. Tipped employees.

(1) In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of

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Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this provision:

- (i) The employer must inform the tipped employee in advance of the use of the tip credit;
- (ii) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;
- (iii) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and
- (iv) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

I. Anti-retaliation.

It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

n. Notice.

The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

22. EXECUTIVE ORDER 13658 HOLD HARMLESS AND INDEMNIFICATION

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

23. EXECUTIVE ORDER 13706

Any reference in this section to "prime contractor" or "contractor" shall mean the Grantee and any reference to "contract" shall refer to the Easement.

a. Executive Order 13706.

This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

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c. Withholding.

The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment.

In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);

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- (iv) The number of daily and weekly hours worked;
 - (v) Any deductions made;
 - (vi) The total wages paid (including all pay and benefits provided) each pay period;
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
 - (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
 - (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
 - (xiii) The relevant covered contract;
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
- (i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.
 - (ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or;
 - (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the

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contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis- Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)

- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

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(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

- (i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

**EASEMENT NO. DACW57-2-21-0049
REPLACES NO DACW57-2-97-0042**

- (iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or
- (iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver.

Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice.

The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards.

Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

24. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. Section 403), Section 404 of the Clean Water Act (33 U.S.C. Section 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

(Signature Page to Follow)

**EASEMENT NO. DACW57-2-21-0049
REPLACES NO DACW57-2-97-0042**

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of Army, this _____ day of _____, 20_____.

OLIVER W. KING
District Chief of Real Estate
Real Estate Contracting Officer

THIS EASEMENT is also executed by the grantee this _____ day of _____, 20_____.

CITY OF LOWELL

MAX BAKER
Public Works Director

ACKNOWLEDGMENT

STATE OF OREGON)
) :ss
COUNTY OF LANE)

On this _____ day of _____, 20_____, before me the undersigned Notary Public, personally appeared **Max Baker**, known to me to be the person described in the foregoing instrument, who acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

GIVEN under my hand and seal, this _____ day of _____, 20_____.

NOTARY PUBLIC

(Seal)

My commission expires on the _____ day of _____, 20_____.

ACKNOWLEDGMENT

STATE OF OREGON)
):ss
COUNTY OF MULTNOMAH)

BEFORE ME, a Notary Public in and for Multnomah County, personally appeared Oliver W. King, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the said instrument by authority of the Secretary of the Army, for the purposes therein expressed as the act and deed of the United States.

GIVEN under my hand and seal, this ____ day of _____, 20____.

NOTARY PUBLIC

(Seal)

My commission expires on the ____ day of _____, 20____.

CERTIFICATE OF AUTHORITY

I _____ certify that I am the _____ of
(name) (title)
City of Lowell, that **MAX BAKER** who signed the foregoing instrument on behalf of the
grantee was then **PUBLIC WORKS DIRECTOR** of **CITY OF LOWELL**. I further certify
that the said officer was acting within the scope of powers delegated to this governing
body of the grantee in executing said instrument.

CITY OF LOWELL

Date: _____

Clerk or Appropriate Official



LAND MANAGEMENT MAP
DEXTER DAM PROJECT
 OUTGRANT, EASEMENT

NO.	DATE	BY	REVISION

PROJECT NO.	
DATE	
BY	
CHECKED BY	
DATE	
BY	
CHECKED BY	
DATE	

LAND MANAGEMENT MAP
 CITY OF LOWELL
 OREGON

EXHIBIT A
 SHEET 1 OF 1



Sec: 14
 T19S, R1W,
 W.M.



DACW57-1-21-0049

- ~0.03 Acres
- USACE Land Parcels



D C B A

EXHIBIT A - DEXTER DAM PROJECT, A-082, A-086, C-236, C-238, C-239, C-274, C-240, C-241, C-257, C-258, C-255, C-256, C-260

Agenda Item Sheet
City of Lowell City Council



Type of item:	Procurement
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Item title/recommended action:

Motion to approve "Engineering Scope of Services" with Civil West Engineering for wastewater, stormwater, and transportation system development charge updates in the amount of \$23,465, and to authorize the City Administrator to sign. – Discussion/ Possible action

Justification or background:

With the recent adoption of the "Wastewater Facilities Plan," staff recommend updating the wastewater treatment system development charges. These SDCs have not been updated in 20 years, except for periodic adjustments for changes in the Consumer Price Index.

As part of this update, staff also recommend updating the stormwater and transportation system development charges. By considering these other systems together, along with the recent updates to the water and parks systems, the City Council can have a holistic view of the total SDCs that a builder or homeowner will face.

Finally, staff recommend updating the SDCs as a precursor to competing a rate study. By completing the SDC update first, the city can estimate how much funding will be available through SDCs for out capital improvements plan. That, in turn, will inform rates needed to pay for the capital improvements plan. In other words, the next step following completion of the SDC update will be to start the rate study.

This will put us in a strong position, then, to start evaluating financing options for the water treatment plan expansion, as well as the updates to the wastewater treatment facility. Staff recommend starting the planning for these projects in 2025.

Budget impact:

\$23,465 in professional services, allocated among the relevant SDC funds.

Agenda Item Sheet
City of Lowell City Council



Type of item:	Procurement
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Department or Council sponsor:

Public Works

Attachments:

Scope of work from Civil West Engineering

Meeting date:	11/05/2024
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South Coast Office
486 E Street
Coos Bay, OR 97420

Willamette Valley Office
200 Ferry Street SW
Albany, OR 97321

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

North Coast Office
409 SW 10th Street
Newport, OR 97365

ENGINEERING SCOPE OF SERVICES

Date: January 17, 2024

Work Order Number:

To: Mr. Jeremy Caudle, City Administrator – City of Lowell

From: Matt Wadlington, Regional Manager – Civil West Engineering Services, Inc.

RE: **City of Lowell: Wastewater, Stormwater, and Transportation SDC Update**
Civil West Project Number: TBD

The purpose of this scope of services is to describe the proposed approach, costs, and schedule that Civil West will follow to update the System Development Charge (SDC) project list and eligibility for the City of Lowell.

BACKGROUND:

The City of Lowell provides services to the residents of the City. These services include potable water, wastewater, stormwater, transportation, and City park facilities. In order to not burden existing residents with the costs of infrastructure growth necessary to serve new developments, SDCs are charged for any new development to cover those infrastructure costs. The City's current SDC methodology was prepared in 2004.

Oregon Revised Statutes (ORS) 223.297 through 223.314 authorizes local governments and service districts to assess SDCs for various infrastructure sectors, including: A) water supply, treatment, and distribution; B) wastewater collection, transmission, treatment, and disposal; C) stormwater and flood control; D) transportation; E) parks and recreation.

Although the methodology prepared in 2004 is sound, the projects relied on to develop the SDC values have changed. Since the SDC Methodology was prepared, the City has completed several planning documents which have identified capital improvement projects (CIPs) that are necessary to service future growth. In 2021 the City updated projects and SDC values associated with the Water system and City Parks. At this point, the City is interested in updating SDC Methodology to account for the CIPs and adjusted population growth rates for the wastewater, stormwater, and transportation systems.

GOALS FOR THE PROJECT:

Recommend revisions to the City's SDC stormwater, wastewater, and transportation fees based on updated CIP costs and population estimates.

The existing Methodology framework will be maintained, but the projects, costs, and population data will be updated to establish the allowable SDC fee. Often, the allowable SDC fee is higher than the market will bear, and a lower rate will be implemented by the City in an effort not to stifle growth within the City. To help guide the City, the proposed work will include an analysis of regional cities current SDCs for reference by the City Council and administration in determining the appropriate values to assign.

SCOPE OF WORK:

The following scope of work describes the tasks, activities, and work that will take place to complete the above noted phases of the project. Each task will be assigned a certain number of engineering hours for completion. The description of each task below is a summary of the estimated process, steps, and procedures that will be required for completion of the work.

Task 1 – Project Management and Administration

This task includes administrative and project management efforts related to the management of this project. This shall include processing of paperwork and correspondence between Civil West and the City, coordination on financial matters, directing resources internally, and meeting with staff on routine issues.

Task 2 – Kick-off Meeting and Data Acquisition

Once the City authorizes us to proceed, we will schedule a kickoff meeting to visit with the City and to review the information requirements and project goals. This will likely be an on-line meeting to save time and resources. We will consolidate data from the Stormwater Master Plan (SWMP), the Pavement Preservation Plan (PPP), the previous Transportation System Plan (TSP), and the recently completed Wastewater Master Plan (WWFP).

Task 3 – Population Analysis

This task will update the population projections identified in the existing SDC Methodology. This information will be substantially similar to the data provided in the recent WWFP.

Task 4 – Wastewater System SDC Analysis

Using information in the recently developed Wastewater Facilities Plan, Civil West will develop a list and cost of capital improvements needed to provide for growth. We will then determine the appropriate SDC charge for wastewater infrastructure.

Task 5 – Stormwater SDC Analysis

Using data generated in the 2008 Stormwater Master Plan, prepared by Civil West. Civil West will develop a list and cost of capital improvements needed to provide for growth. We will then determine the appropriate SDC charge for stormwater infrastructure.

Task 6 – Transportation SDC Analysis

Using data generated in the 2019 Pavement Preservation Plan prepared by Civil West and the Transportation System Plan (if available) Civil West will develop a list and cost of capital improvements needed for growth. We will then determine the appropriate SDC charge for stormwater infrastructure.

Task 7 – SDC Methodology Update Report

This task will generate an update document to the existing Wastewater, Stormwater, and Transportation SDC Methodology to include the summary of the SDC components organized in an intuitive and practical manner.

Task 8 – Development of a new SDC Resolution

Under this task Civil West will prepare a draft SDC Resolution for review by the City. The resolution will update the SDC Methodology and fees to those calculated in the analysis above.

Reimbursables

This task will cover direct reimbursable expenses anticipated for the project. These include travel and per diem costs, reproduction and office expenses, and other reimbursable costs.

Part B: Project Fee Proposal

A summary of the proposed fee schedule is provided below:

Task	Description	Wastewater	Stormwater	Transportation	Estimated Total Fee
1	Project Management & Administration	\$652	\$652	\$652	\$1,956
2	Kick-off Meeting and Data Acquisition	\$661	\$661	\$661	\$1,984
3	Population Analysis	\$671	\$671	\$671	\$2,014
4	Wastewater System SDC Analysis	\$3,523			\$3,523
5	Stormwater System SDC Analysis		\$3,523		\$3,523
6	Transportation System SDC Analysis			\$2,887	\$2,887
7	SDC Plan Update	\$1,885	\$1,885	\$1,885	\$5,654
8	Development of a new SDC Resolution	\$641	\$641	\$641	\$1,924
Reim	Reimbursables				T&M
Total		\$8,034	\$8,034	\$7,398	\$23,465

The above estimate is considered as a not-to-exceed budget for the scope of work described and will be billed on a percent complete basis. Civil West reserves the right to alter distribution of compensation between individual phases of the work noted herein to be consistent with services rendered but shall not exceed the total estimated compensation amount unless approved in writing by owner.

Part C: Project Schedule

We anticipate this project will be delivered within 12 weeks of authorization to proceed.

We are grateful for this opportunity to provide these services to the City of Lowell. We are prepared to begin work on this important project as soon as we are authorized to do so. Please let me know if you have any questions, or if you wish to see any alterations to our proposed approach. If this proposed approach is acceptable, please sign below and return a copy to our office for our records.

Sincerely,
Civil West Engineering Services, Inc.



Matt Wadlington, PE
 Willamette Valley Regional Manager

Authorized Representative Signature Acceptance