

**Lowell City Council  
Executive Session  
Tuesday, October 22, 2024 at 6:00 pm**

**Regular Meeting  
Tuesday, October 22, 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](http://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](mailto:admin@ci.lowell.or.us).
- Comments received by 4:00 pm on the meeting date will be included in the record.

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**Executive Session Agenda (estimated 1 hour)**

Executive Sessions are closed to the public. Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No decision will be made in this executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.

Call to Order/Roll Call

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

Executive Session:

The executive session is being held pursuant to ORS 192.660(2)(h) – to consult with legal counsel concerning the legal rights and duties of the city with regards to litigation.

Adjourn the Executive Session.

The Regular Meeting will convene immediately following the Executive Session.

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

# City Council Meeting Agenda

## Regular Meeting Agenda

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

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

### Approval of Agenda

### Consent Agenda

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

1. September 17, 2024 regular meeting minutes
2. September 2024 check register
3. August 2024 financial statements

### Public Comments

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

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

### Council Comments (three minutes per speaker)

### Staff Reports

1. City Administrator
2. Public Works
3. Library

### Presentations

1. Support letter request for track and field proposal located near Orchard Park. – Discussion (15 minutes)  
Presenter: Jim Chapman – member of the Board of Directors, Lowell School District.
2. Parks and Recreation Committee proposal to rename Paul Fisher Park to Hall O'Regan Park. – Discussion (15 minutes)  
Presenter: Joe Brazill – Chairperson, Parks and Recreation Committee

### Old Business

### New Business

1. Motion to approve Resolution 837, "A resolution to adopt the September 2024 'Wastewater Facilities Plan' and directing staff to draft amendments to the 'Comprehensive Plan' to incorporate the 'Wastewater Facilities Plan.'" – Discussion/ Possible action  
Presenter: Clinton Cheney, PE – Project Manager, Civil West Engineering

## City Council Meeting Agenda

2. Discussion on National Flood Insurance Program – Endangered Species Act Integration in Oregon. – Discussion
3. Motion to approve Resolution 838, “A resolution amending the Building Inspection Program ‘Operating Plan’ to add policies on e-permitting and refunds and making other changes.” – Discussion/ Possible action
4. Motion to approve a “Mutual aid and assistance agreement for the provision of emergency services related to water and wastewater utilities” and “Addendum No. 1 to the Oregon Water/Wastewater agency response network (ORWARN) agreement for the sharing of personnel during an emergency when workers are unable to get to their normal reporting location during a severe emergency (shared workers),” and to authorize the City Administrator to sign. – Discussion/ Possible action  
Presenter: Public Works Director Max Baker
5. Motion to authorize the City Administrator to pay \$25,000 into the trust account held with Thorp, Purdy, Jewett, Urness & Wilkinson, PC pursuant to the “Contract for legal services” approved on August 1, 2023 for litigation versus Charter Communications and C-2 Utility Contractors. – Discussion/ Possible action
6. Review quotes for swing set, accessible swing seat, and gaga ball court for Paul Fisher Park. – Discussion/ Possible action
  - Buell Recreation – \$11,957
  - Superior Recreational Products – \$5,352.16 (does not include gaga ball court)
  - AAA State of Play -- \$11,182.72
  - Willy Goat -- \$8,117.00
  - Playground Outfitters -- \$7,142.16

### Other Business

### Mayor Comments

Community Comments: Limited to two (2) minutes if prior to 9:30 p.m.

### Adjourn the Regular Meeting

**City of Lowell, Oregon  
City Council  
Regular Meeting Minutes  
September 17, 2024**

The Lowell City Council held a regular meeting on September 3, 2024. The meeting location was Lowell Rural Fire Protection District Fire Station 1 at 389 N. Pioneer Street, Lowell, OR 97452. Mayor Bennett called the meeting to order at 7:04 pm.

**City Councilors present:**

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

**City Councilors absent:**

None

**Staff/others present:**

City Administrator Jeremy Caudle

**Approval of the agenda:**

No changes.

**Consent agenda:**

1. August 20, 2024 regular meeting minutes
2. September 3, 2024 regular meeting minutes
3. August 2024 check register
4. July 2024 financial statements

Councilor Harris' motion to approve the consent agenda was seconded by Councilor Stratis.

Mayor Bennett: YES; Stratis: YES; Harris: YES; Councilor Weathers: YES; Murray: YES.

APPROVED: 5-0.

**Public comments:**

None.

**Council comments:**

None.

**Staff reports:**

City Administrator

- Still working on submittals for ePermitting. Staff have opened an account with the payment processor and are working with Building Codes Division on configuring the system.
- The E. 1<sup>st</sup> Street temporary repair is scheduled to begin October 2, and staff have started notifying affected residents.
- Suzanne Kintzley with Campbell Commercial Real Estate is working on a broker's opinion of value for the sale of the old City Hall sale. Staff recommend pausing the sale process to ensure time to consult with real estate legal counsel.
- Staff met with DEQ representatives on steps to approve the wastewater master plan.
- The CA is meeting with LCOG's chief technology officer on the .GOV migration and cybersecurity grant project.

- The developers of the vacant Hyland Lane property have submitted a new site plan application for their multi-family development.
- Lane County submitted the electric vehicle charging grant on the city's behalf.
- The CA, Mayor, and Public Works Director will meet with state and federal representatives tomorrow on the Lookout Point dam drawdown.
- The Blackberry Jam Festival Committee had a wrap up meeting in September.
- The ballot box has been relocated to the new City Hall.
- City Hall has a new, updated sign.
- A CIS risk management consultation is scheduled for later this month.
- LRAPA confirmed that earlier this year, their board adjusted their rules to accommodate Lowell's new burning ordinances.
- The CA will bring approval of the Parks Committee's recommended swing set and gaga ball court for approval at a later meeting.
- Parks Committee members are seeking expert advice on repairs to the caboose.
- Movies in the Park will be held this week, which a Parks Committee member is organizing.

Public Works

As Public Works Director Baker was excused, CA Caudle stated that the Public Works team has made progress on completing the state mandated copper-lead service line inventory.

Library

As Library Director O'Kane was not present, CA Caudle read the Library Director's report in the packet.

**Old business:**

None.

**New business:**

1. Motion to authorize the City Administrator to sign a quote and "Total Solutions Agreement" with Pacific Office Automation for the lease of a mailing and inserting machine at \$223.14 per month for 63 months. – Discussion/ Possible action

CA Caudle stated that the council reviewed mailing and inserting machine quotes at the last meeting. The lowest, responsive quote was from Pacific Office Automation. Terms include a \$223.14 per month payment for 63 months.

Councilor Harris's motion to authorize the City Administrator to sign a quote and "Total Solutions Agreement" with Pacific Office Automation for the lease of a mailing and inserting machine at \$223.14 per month for 63 months was seconded by Councilor Murray.

Mayor Bennett: YES; Stratis: YES; Harris: YES; Councilor Weathers: YES; Murray: YES.

APPROVED: 5-0.

**Other business:**

None.

**Mayor comments:**

None.

**Councilor comments:**

None.

**Community comments:**  
None.

**Adjourned at 7:45 pm.**

APPROVED:

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Don Bennett, Mayor

ATTEST:

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Jeremy Caudle, City Recorder

Report Criteria:

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

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
<b>18038</b>								
18038	Lane County Waste Mgmt.	7259240171	1	Tires and Refuse	230-490-6445	.00	110.82-	110.82- V
Total 18038:						.00		110.82-
<b>18177</b>								
18177	Bricks R Us	COLOW1	1	Commemorative Bricks for MO Ca	110-450-8225	.00	2,185.00	2,185.00
Total 18177:						.00		2,185.00
<b>18178</b>								
18178	Cascade Columbia	901100,9031	1	Invoice 891023 Drum Return Cred	230-490-6750	.00	2,755.68	2,755.68
18178	Cascade Columbia	901100,9031	2	Invoice 901100 - Return of Tote	230-490-6750	.00	353.00-	353.00-
18178	Cascade Columbia	901100,9031	3	Invoice 903105 2Hypo, 2 Thio	240-490-6750	.00	1,384.02	1,384.02
18178	Cascade Columbia	901100,9031	4	Invoice 903968 Drum Return	240-490-6750	.00	684.00-	684.00-
18178	Cascade Columbia	903045, 904	1	Invoice 903045 Pallat of Carbon	230-490-6750	.00	2,414.10	2,414.10
18178	Cascade Columbia	903045, 904	2	Invoice 904685 3 Hypo, 1 Thio	240-490-6750	.00	1,337.63	1,337.63
Total 18178:						.00		6,854.43
<b>18179</b>								
18179	Caudle, Jeremy	JC CAKE	1	Fred Meyer - Cake for M.Baker 19	110-410-6290	.00	26.99	26.99
18179	Caudle, Jeremy	JC NEW MO	1	Office Depot - Wireless mouse	110-410-6234	.00	14.99	14.99
Total 18179:						.00		41.98
<b>18180</b>								
18180	City of Lowell	AUG 2024 W	1	Water Service	110-410-6420	.00	157.08	157.08
18180	City of Lowell	AUG 2024 W	2	Water Service	110-420-6420	.00	2,461.49	2,461.49
18180	City of Lowell	AUG 2024 W	3	Water Service	110-450-6420	.00	184.15	184.15
18180	City of Lowell	AUG 2024 W	4	Water Service	220-490-6420	.00	37.92	37.92
18180	City of Lowell	AUG 2024 W	5	Water Service	230-490-6420	.00	146.68	146.68
18180	City of Lowell	AUG 2024 W	6	Water Service	240-490-6420	.00	404.42	404.42
18180	City of Lowell	AUG 2024 W	7	Sewer Service	110-410-6425	.00	81.00	81.00
18180	City of Lowell	AUG 2024 W	8	Sewer Service	110-420-6425	.00	432.00	432.00
18180	City of Lowell	AUG 2024 W	9	Sewer Service	110-450-6425	.00	81.00	81.00
18180	City of Lowell	AUG 2024 W	10	Sewer Service	220-490-6425	.00	18.00	18.00
18180	City of Lowell	AUG 2024 W	11	Sewer Service	230-490-6425	.00	72.00	72.00
18180	City of Lowell	AUG 2024 W	12	Sewer Service	240-490-6425	.00	648.00	648.00
Total 18180:						.00		4,723.74
<b>18181</b>								
18181	Civil West Engineering Ser	2101.001C.0	1	Hillside 616 E 1st	110-440-6116	.00	802.00	802.00
18181	Civil West Engineering Ser	2101.001C.0	2	Hillside 515 Wetleau Dr	110-440-6116	.00	562.50	562.50
18181	Civil West Engineering Ser	2101.001C.0	3	Sunset Hills	110-440-6116	.00	177.00	177.00
18181	Civil West Engineering Ser	2101.001C.0	4	General Services	110-410-6128	.00	531.00	531.00
18181	Civil West Engineering Ser	2101.001C.0	5	General Svc/Tech Charge	110-440-6116	.00	412.73	412.73
Total 18181:						.00		2,485.23

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
<b>18182</b>								
18182	Fast Signs	COL/LIBRAR	1	COL/Library Signage	110-410-6334	.00	231.87	231.87
18182	Fast Signs	COL/LIBRAR	2	COL/Library Signage	110-450-6334	.00	231.86	231.86
Total 18182:						.00		463.73
<b>18183</b>								
18183	Grainger	9210057049,	1	Impact Wrench, Flashlight, Tape	230-490-6712	.00	836.76	836.76
18183	Grainger	9210057049,	2	Flashlight, Dirt Tamper, Pliers	240-490-6712	.00	241.78	241.78
Total 18183:						.00		1,078.54
<b>18184</b>								
18184	Lane Council of Governme	94308	1	IS Managed Service Fee	110-410-6122	.00	419.34	419.34
18184	Lane Council of Governme	94308	2	IS Managed Service Fee	110-440-6122	.00	209.68	209.68
18184	Lane Council of Governme	94308	3	IS Managed Service Fee	110-450-6122	.00	419.35	419.35
18184	Lane Council of Governme	94308	4	IS Managed Service Fee	220-490-6122	.00	209.68	209.68
18184	Lane Council of Governme	94308	5	IS Managed Service Fee	230-490-6122	.00	419.35	419.35
18184	Lane Council of Governme	94308	6	IS Managed Service Fee	240-490-6122	.00	419.35	419.35
18184	Lane Council of Governme	94308	7	Direct CHarges- Yealink Phone	110-450-6230	.00	176.38	176.38
18184	Lane Council of Governme	994332	1	Planning Services - TYJB site pla	110-440-6117	.00	427.50	427.50
18184	Lane Council of Governme	994332	2	Demuth PLA LU 2024-04	110-440-6117	.00	67.50	67.50
18184	Lane Council of Governme	994332	3	Billing Reports/Project Mgmt	110-440-6117	.00	22.50	22.50
18184	Lane Council of Governme	994332	4	Sunridge - Sewer Easement Lot 5	110-440-6117	.00	45.00	45.00
18184	Lane Council of Governme	994332	5	School Gym Modification	110-440-6117	.00	90.00	90.00
18184	Lane Council of Governme	LGPS DUES	1	LGPS Member Dues	110-410-6245	.00	633.00	633.00
Total 18184:						.00		3,558.63
<b>18185</b>								
18185	Lane County Public Works	PWF000007	1	Animal Services - 392 N Pioneer -	110-440-6128	.00	96.11	96.11
Total 18185:						.00		96.11
<b>18186</b>								
18186	Lane Electric Cooperative	AUG 24 LEC	1	Electricity	110-410-6430	.00	119.70	119.70
18186	Lane Electric Cooperative	AUG 24 LEC	2	Electricity	110-420-6430	.00	186.49	186.49
18186	Lane Electric Cooperative	AUG 24 LEC	3	Electricity	110-450-6430	.00	169.62	169.62
18186	Lane Electric Cooperative	AUG 24 LEC	4	Electricity	110-470-6326	.00	65.53	65.53
18186	Lane Electric Cooperative	AUG 24 LEC	5	Electricity	220-490-6430	.00	9.93	9.93
18186	Lane Electric Cooperative	AUG 24 LEC	6	Electricity	230-490-6430	.00	1,854.55	1,854.55
18186	Lane Electric Cooperative	AUG 24 LEC	7	Electricity	240-490-6430	.00	2,131.62	2,131.62
18186	Lane Electric Cooperative	AUG 24 LEC	8	Electricity	312-490-6430	.00	985.43	985.43
Total 18186:						.00		5,522.87
<b>18187</b>								
18187	Lost Creek Rock Products	000102	1	Gravel for Storm Ditch Main St	312-490-6720	.00	53.76	53.76
Total 18187:						.00		53.76
<b>18188</b>								
18188	Mid-State Industrial Inc	0214034	1	Excavated Leak at Lift Station	230-490-6330	.00	853.20	853.20
Total 18188:						.00		853.20

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
<b>18189</b>								
18189	National Business Solution	IN135701	1	Copy Charges B/W 3026 Count	110-410-6124	.00	13.01	13.01
18189	National Business Solution	IN135701	2	Copy Charges Color Copies 954	110-410-6124	.00	41.31	41.31
18189	National Business Solution	IN135701	3	Service Base JD	110-410-6124	.00	19.00	19.00
Total 18189:						.00		73.32
<b>18190</b>								
18190	One Call Concepts	4080417	1	Fee for Locates	230-490-6712	.00	43.21	43.21
18190	One Call Concepts	4080417	2	Fee for Locates	240-490-6712	.00	43.21	43.21
Total 18190:						.00		86.42
<b>18191</b>								
18191	Oregon Dept of Revenue	JULY/AUG 2	1	Criminal Fine Account - 928 July 2	110-480-6560	.00	200.00	200.00
Total 18191:						.00		200.00
<b>18192</b>								
18192	OverDrive Inc.	H-0105259	1	Library Participation - Future Cont	110-450-6122	.00	5,009.40	5,009.40
18192	OverDrive Inc.	H-0105259	2	Library Participation - Maintenanc	110-450-6122	.00	96.92	96.92
Total 18192:						.00		5,106.32
<b>18193</b>								
18193	Renewable Resource Grou	169115,1692	1	Invoice 169115 BOD TSS E-Coli	240-490-6755	.00	298.80	298.80
18193	Renewable Resource Grou	169115,1692	2	Invoice 169222 E-Coli	240-490-6755	.00	72.00	72.00
18193	Renewable Resource Grou	169115,1692	3	Invoice 169272 BOD TSS	240-490-6755	.00	226.80	226.80
18193	Renewable Resource Grou	169115,1692	4	Invoice 169221 Bac-T	230-490-6755	.00	53.10	53.10
18193	Renewable Resource Grou	169405,1695	1	Invoice 169405 E-Coli	240-490-6755	.00	72.00	72.00
18193	Renewable Resource Grou	169405,1695	2	Invoice 169500 BOD TSS E-Coli	240-490-6755	.00	298.80	298.80
18193	Renewable Resource Grou	169405,1695	3	Invoice 169501 Bac-T	230-490-6755	.00	53.10	53.10
Total 18193:						.00		1,074.60
<b>18194</b>								
18194	The Atlantic & Pacific N-Gi	BBJ 10	1	Donation for BBJ Show	314-490-6864	.00	100.00	100.00
Total 18194:						.00		100.00
<b>18195</b>								
18195	Umpqua Valley Financial	8577	1	FY 2023/24 Audit Fees	110-410-6114	.00	1,000.00	1,000.00
18195	Umpqua Valley Financial	8577	2	FY 2023/24 Audit Fees	220-490-6114	.00	125.00	125.00
18195	Umpqua Valley Financial	8577	3	FY 2023/24 Audit Fees	230-490-6114	.00	625.00	625.00
18195	Umpqua Valley Financial	8577	4	FY 2023/24 Audit Fees	240-490-6114	.00	625.00	625.00
18195	Umpqua Valley Financial	8577	5	FY 2023/24 Audit Fees	312-490-6114	.00	125.00	125.00
Total 18195:						.00		2,500.00
<b>18196</b>								
18196	USA Blue Book	448771,4488	1	Cuvettes, PH Buffers, PPH Probe	230-490-6750	.00	440.26	440.26
18196	USA Blue Book	448771,4488	2	Sample Bottles for CL2, Process	240-490-6750	.00	698.91	698.91
18196	USA Blue Book	448771,4488	3	Rebuild kits for carbon Pump	230-490-6324	.00	812.00	812.00
18196	USA Blue Book	448771,4488	4	D.O. Meter Tips	240-490-6712	.00	75.29	75.29
18196	USA Blue Book	448771,4488	5	Chlorine Pump Kit	240-490-6324	.00	173.30	173.30

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 18196:						.00		2,199.76
<b>18197</b>								
18197	Verizon Wireless	997211899	1	Cell Phone, tablet	110-410-6440	.00	91.70	91.70
18197	Verizon Wireless	997211899	2	Cell Phone, tablet	230-490-6440	.00	110.14	110.14
18197	Verizon Wireless	997211899	3	Cell Phone	240-490-6440	.00	69.38	69.38
Total 18197:						.00		271.22
<b>18198</b>								
18198	Banner Bank	JEREMY AU	1	Zoom - regular	110-410-6225	.00	15.99	15.99
18198	Banner Bank	JEREMY AU	2	Zoom BBJ	314-490-6225	.00	15.99	15.99
18198	Banner Bank	JEREMY AU	3	Zoom - Parks	110-420-6225	.00	15.99	15.99
18198	Banner Bank	JEREMY AU	4	Zoom - Library	110-450-6225	.00	15.99	15.99
18198	Banner Bank	JEREMY AU	5	USPS - Code Enforcement - certifi	110-420-6220	.00	50.22	50.22
18198	Banner Bank	JEREMY AU	6	Indeed - UW Trainee - prorated Jo	230-490-6220	.00	2.84	2.84
18198	Banner Bank	JEREMY AU	7	Drop Box - Extra Storage	110-410-6225	.00	22.00	22.00
18198	Banner Bank	JEREMY AU	8	Federal Security - City Hall	110-410-6128	.00	79.95	79.95
18198	Banner Bank	JEREMY AU	9	Federal Security - City Hall	110-450-6128	.00	79.95	79.95
18198	Banner Bank	JEREMY AU	10	U-Store - Self Storage	110-410-6705	.00	94.00	94.00
18198	Banner Bank	JEREMY AU	11	USPS - Certified letter 392 N Pion	110-420-6220	.00	11.16	11.16
18198	Banner Bank	JEREMY AU	12	Gan-OR Localiq - Sole Source Lib	110-450-6220	.00	213.70	213.70
18198	Banner Bank	JEREMY AU	13	Microsoft Cloud Storage	110-410-6225	.00	9.61	9.61
18198	Banner Bank	JEREMY AU	14	Microsoft Cloud Storage	110-420-6225	.00	1.10	1.10
18198	Banner Bank	JEREMY AU	15	Microsoft Cloud Storage	110-440-6225	.00	1.70	1.70
18198	Banner Bank	JEREMY AU	16	Microsoft Cloud Storage	110-450-6225	.00	6.78	6.78
18198	Banner Bank	JEREMY AU	17	Microsoft Cloud Storage	110-460-6225	.00	1.70	1.70
18198	Banner Bank	JEREMY AU	18	Microsoft Cloud Storage	110-480-6225	.00	1.70	1.70
18198	Banner Bank	JEREMY AU	19	Microsoft Cloud Storage	220-490-6225	.00	1.70	1.70
18198	Banner Bank	JEREMY AU	20	Microsoft Cloud Storage	230-490-6225	.00	14.70	14.70
18198	Banner Bank	JEREMY AU	21	Microsoft Cloud Storage	240-490-6225	.00	14.70	14.70
18198	Banner Bank	JEREMY AU	22	Microsoft Cloud Storage	312-490-6230	.00	2.83	2.83
18198	Banner Bank	JEREMY AU	23	Willamette Valley Awards- M.Bake	110-410-6510	.00	27.00	27.00
18198	Banner Bank	JEREMY AU	24	Gan-OR Localiq - Ord 313	220-490-6220	.00	1.42	1.42
18198	Banner Bank	JEREMY AU	25	Gan-OR Localiq - Ord 313	220-490-6220	.00	115.40	115.40
18198	Banner Bank	MAX AUG 20	1	Paint & Supplies for RR sidewalk	110-420-6330	.00	401.51	401.51
18198	Banner Bank	MAX AUG 20	2	Salt for Water Plant	230-490-6750	.00	67.23	67.23
18198	Banner Bank	MAX AUG 20	3	Caution Tape, Pole climb supplies,	314-490-6858	.00	274.90	274.90
18198	Banner Bank	MAX AUG 20	4	Battery for Standard Cad	110-420-6330	.00	223.48	223.48
18198	Banner Bank	MAX AUG 20	5	BAttery for Quad cab, Trailer Rep	240-490-6330	.00	356.79	356.79
18198	Banner Bank	MAX AUG 20	6	Tape measure, Caution Tape, Sur	230-490-6712	.00	530.73	530.73
18198	Banner Bank	PEGGY AUG	1	Smith Family Book Store - Books	110-450-6780	.00	67.70	67.70
18198	Banner Bank	PEGGY AUG	2	Thrift Books- Books	110-450-6780	.00	62.20	62.20
18198	Banner Bank	PEGGY AUG	3	Office Max/Depot - SRP	110-450-6530	.00	60.82	60.82
18198	Banner Bank	PEGGY AUG	4	Walmart - SPR - Snacks & Fruit	110-450-6530	.00	14.91	14.91
18198	Banner Bank	SAM AUG 20	1	Staples - Windowless envelopes	110-410-6230	.00	16.19	16.19
18198	Banner Bank	SAM AUG 20	2	Amazon - BBJ Kids Corner Game	314-490-6858	.00	6.95	6.95
18198	Banner Bank	SAM AUG 20	3	Amazon - BBJ Kids Corner Game	314-490-6858	.00	332.11	332.11
18198	Banner Bank	SAM AUG 20	4	Amazon - BBJ Anchors for tents	314-490-6714	.00	79.96	79.96
18198	Banner Bank	SAM AUG 20	5	Copy Rite- Regular BBJ Jam Lab	314-490-6814	.00	91.35	91.35
18198	Banner Bank	SAM AUG 20	6	Amazon - Gloves for PW	230-490-6234	.00	80.20	80.20
18198	Banner Bank	SAM AUG 20	7	Amazon - Gloves for PW	240-490-6234	.00	80.20	80.20
18198	Banner Bank	SAM AUG 20	8	Amazon - BBJ Bungee cords for T	314-490-6714	.00	30.06	30.06
18198	Banner Bank	SAM AUG 20	9	CheckR - E HArris	110-410-6128	.00	94.98	94.98
18198	Banner Bank	SAM AUG 20	10	Staples - Envelopes	110-410-6230	.00	4.70	4.70

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
18198	Banner Bank	SAM AUG 20	11	Staples - Envelopes	110-420-6234	.00	.55	.55
18198	Banner Bank	SAM AUG 20	12	Staples - Envelopes	110-440-6230	.00	.83	.83
18198	Banner Bank	SAM AUG 20	13	Staples - Envelopes	110-450-6230	.00	3.33	3.33
18198	Banner Bank	SAM AUG 20	14	Staples - Envelopes	110-460-6234	.00	.83	.83
18198	Banner Bank	SAM AUG 20	15	Staples - Envelopes	110-480-6230	.00	.83	.83
18198	Banner Bank	SAM AUG 20	16	Staples - Envelopes	220-490-6230	.00	.83	.83
18198	Banner Bank	SAM AUG 20	17	Staples - Envelopes	230-490-6230	.00	7.20	7.20
18198	Banner Bank	SAM AUG 20	18	Staples - Envelopes	240-490-6230	.00	7.20	7.20
18198	Banner Bank	SAM AUG 20	19	Staples - Envelopes	312-490-6230	.00	1.40	1.40
18198	Banner Bank	SAM AUG 20	20	Amazon - boots for PW - MB, NH,	240-490-6712	.00	157.60	157.60
18198	Banner Bank	SAM AUG 20	21	Amazon - Boots for PW - MB, NH,	240-490-6712	.00	157.60	157.60
18198	Banner Bank	SAM AUG 20	22	Amazon - Boots for PW - HH	230-490-6712	.00	94.99	94.99
18198	Banner Bank	SAM AUG 20	23	Amazon - Boots for PW - HH	240-490-6712	.00	94.99	94.99
18198	Banner Bank	SAM AUG 20	24	Amazon Bumber for Ram	110-420-6324	.00	268.88	268.88
Total 18198:						.00		4,492.15
<b>18199</b>								
18199	Lowell Mini Storage	OCT 24	1	Storage Rental Unit #L020	240-490-6705	.00	90.00	90.00
18199	Lowell Mini Storage	OCT 24	2	Storage Rental Unit #L029	314-490-6705	.00	80.00	80.00
Total 18199:						.00		170.00
<b>18200</b>								
18200	Nichols, Layli	AUGUST 202	1	Consulting Services	110-410-6114	.00	1,070.20	1,070.20
18200	Nichols, Layli	AUGUST 202	2	Consulting Services	220-490-6114	.00	133.78	133.78
18200	Nichols, Layli	AUGUST 202	3	Consulting Services	230-490-6114	.00	668.88	668.88
18200	Nichols, Layli	AUGUST 202	4	Consulting Services	240-490-6114	.00	668.88	668.88
18200	Nichols, Layli	AUGUST 202	5	Consulting Services	312-490-6114	.00	133.76	133.76
Total 18200:						.00		2,675.50
<b>18201</b>								
18201	Northwest Code Profession	5208	1	Building Permit Cost - Aug 24 -51	220-490-6150	.00	3,891.94	3,891.94
18201	Northwest Code Profession	5208	2	Electrical Permit - Aug 2024 - 629	220-490-6152	.00	60.00	60.00
18201	Northwest Code Profession	5208	3	Electrical Permit - Aug 2024 - 50	220-490-6152	.00	251.25	251.25
18201	Northwest Code Profession	5208	4	Electrical Permit - Aug 2024 - 243	220-490-6152	.00	75.00	75.00
18201	Northwest Code Profession	5208	5	Electrical Permit - Aug 2024 - 515	220-490-6152	.00	114.00	114.00
18201	Northwest Code Profession	5208	6	Electrical Permit - Aug 2024 - 770	220-490-6152	.00	60.00	60.00
Total 18201:						.00		4,452.19
<b>18202</b>								
18202	Wells Fargo Financial Leas	5031273639	1	Monthly Lease	110-410-6124	.00	95.96	95.96
Total 18202:						.00		95.96
<b>18203</b>								
18203	All Ground Up LLC	1161	1	Excavating Storm Ditch on Main S	312-490-6720	.00	762.50	762.50
Total 18203:						.00		762.50
<b>18204</b>								
18204	Benton Electric	16585-1	1	Fire Alarm Monitoring City Hall	110-410-6128	.00	472.50	472.50
18204	Benton Electric	16585-1	2	Fire Alarm Monitoring Library	110-450-6128	.00	472.50	472.50

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 18204:						.00		945.00
<b>18205</b>								
18205	Caselle	135571	1	Caselle Software and Support	110-410-6225	.00	227.36	227.36
18205	Caselle	135571	2	Caselle Software and Support	110-420-6225	.00	89.31	89.31
18205	Caselle	135571	3	Caselle Software and Support	110-440-6225	.00	17.52	17.52
18205	Caselle	135571	4	Caselle Software and Support	110-450-6225	.00	47.80	47.80
18205	Caselle	135571	5	Caselle Software and Support	220-490-6225	.00	22.93	22.93
18205	Caselle	135571	6	Caselle Software and Support	230-490-6225	.00	452.22	452.22
18205	Caselle	135571	7	Caselle Software and Support	240-490-6225	.00	452.22	452.22
18205	Caselle	135571	8	Caselle Software and Support	312-490-6225	.00	85.58	85.58
18205	Caselle	135571	9	Caselle Software and Support	314-490-6225	.00	12.06	12.06
Total 18205:						.00		1,407.00
<b>18206</b>								
18206	Douglas Fast Net	DFN 0924	1	Internet Service	110-410-6435	.00	7.50	7.50
18206	Douglas Fast Net	DFN 0924	2	Wastewater Internet	240-490-6435	.00	101.69	101.69
18206	Douglas Fast Net	DFN 0924	3	Water Plant Internet	230-490-6435	.00	117.88	117.88
Total 18206:						.00		227.07
<b>18207</b>								
18207	Ferguson	1279313	1	Water Line Repair inventory	230-490-6712	.00	1,009.04	1,009.04
Total 18207:						.00		1,009.04
<b>18208</b>								
18208	Grainger	9224004292,	1	Valve Key , Pliers	230-490-6712	.00	150.22	150.22
18208	Grainger	9224004292,	2	Skimmer Poles	240-490-6712	.00	117.86	117.86
18208	Grainger	9224004292,	3	Pallet Jack	230-490-6750	.00	586.81	586.81
18208	Grainger	9224004292,	4	Plug for Greased Pole - BBJ 24	314-490-6714	.00	229.22	229.22
Total 18208:						.00		1,084.11
<b>18209</b>								
18209	Lane County Waste Mgmt.	7260700219	1	Disposal of used, damaged books	110-410-8225	.00	80.27	80.27
Total 18209:						.00		80.27
<b>18210</b>								
18210	Lowell School District	FUEL AUG 2	1	Fuel for Quad Cab	240-490-6710	.00	50.39	50.39
18210	Lowell School District	FUEL AUG 2	2	Fuel for Ranger	230-490-6710	.00	37.10	37.10
18210	Lowell School District	FUEL AUG 2	3	Fuel for Parks Truck	110-420-6710	.00	51.01	51.01
Total 18210:						.00		138.50
<b>18211</b>								
18211	Minutes Solutions	INV-37836	1	5/15/2024 Budget Committee Min	110-410-6225	.00	255.00	255.00
18211	Minutes Solutions	INV-37836	2	5/22/2024 Budget Committee Min	110-410-6225	.00	220.00	220.00
18211	Minutes Solutions	INV-37836	3	3/6/2024 Planning Commission Mi	110-410-6225	.00	220.00	220.00
18211	Minutes Solutions	INV-37836	4	5/9/2024 Budget Committee Minut	110-410-6225	.00	220.00	220.00
Total 18211:						.00		915.00

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
<b>18212</b>								
18212	Oregon Government Ethics	AIE20567	1	Annual Oregon Ethics Commissio	110-410-6512	.00	945.68	945.68
Total 18212:						.00		945.68
<b>18213</b>								
18213	Pacific Office Automation In	5031171002	1	Postage machine	110-410-6128	.00	44.19	44.19
18213	Pacific Office Automation In	5031171002	2	Postage Machine	230-490-6128	.00	88.37	88.37
18213	Pacific Office Automation In	5031171002	3	Postage Machine	240-490-6128	.00	88.37	88.37
Total 18213:						.00		220.93
<b>18214</b>								
18214	Page Freezer Software, Inc	INV-17301	1	Website/Social Media Manageme	110-410-6122	.00	1,468.32	1,468.32
Total 18214:						.00		1,468.32
<b>18215</b>								
18215	Renewable Resource Grou	169660	1	Invoice 169660 BOD,TSS, E-Coli	240-490-6755	.00	298.80	298.80
18215	Renewable Resource Grou	169776	1	Invoice 169776 BOD TSS	240-490-6755	.00	226.80	226.80
18215	Renewable Resource Grou	169843	1	Invoice 169843 Bac-T Lead, Copp	230-490-6755	.00	290.70	290.70
18215	Renewable Resource Grou	169844	1	Invoice 169844 E-Coli	240-490-6755	.00	72.00	72.00
18215	Renewable Resource Grou	169982	1	Invoice 169982 BOD TSS	240-490-6755	.00	226.80	226.80
18215	Renewable Resource Grou	170027	1	Invoice 170027 - E-Coli	240-490-6755	.00	72.00	72.00
18215	Renewable Resource Grou	170099	1	Invoice 170099 Lead & Copper	230-490-6755	.00	265.50	265.50
18215	Renewable Resource Grou	170191	1	Invoice 170191 Bac-T, Lead & Co	230-490-6755	.00	112.50	112.50
18215	Renewable Resource Grou	170192	1	Invoice 170192 BOD,TSS, E-Coli	240-490-6755	.00	298.80	298.80
Total 18215:						.00		1,863.90
<b>18216</b>								
18216	SaniPac	4974561S01	1	Franchise Fee	230-490-6445	.00	6.35	6.35
18216	SaniPac	4974561S01	2	Franchise Fee	240-490-6445	.00	6.35	6.35
18216	SaniPac	4974561S01	3	Dumpster for Old City Hall Propert	110-410-8225	.00	166.74	166.74
Total 18216:						.00		179.44
<b>18217</b>								
18217	Segarra Law, LLC	SEPT 24 CO	1	Municipal Court Judge	110-480-6120	.00	250.00	250.00
Total 18217:						.00		250.00
<b>18218</b>								
18218	USA Blue Book	465982, 468	1	Pump & Kit	230-490-6324	.00	988.00	988.00
Total 18218:						.00		988.00
Grand Totals:						.00		63,788.60

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
110-2125	.00	26,483.84-	26,483.84-
110-410-6114	2,070.20	.00	2,070.20
110-410-6122	1,887.66	.00	1,887.66
110-410-6124	169.28	.00	169.28
110-410-6128	1,222.62	.00	1,222.62
110-410-6225	1,189.96	.00	1,189.96
110-410-6230	20.89	.00	20.89
110-410-6234	14.99	.00	14.99
110-410-6245	633.00	.00	633.00
110-410-6290	26.99	.00	26.99
110-410-6334	231.87	.00	231.87
110-410-6420	157.08	.00	157.08
110-410-6425	81.00	.00	81.00
110-410-6430	119.70	.00	119.70
110-410-6435	7.50	.00	7.50
110-410-6440	91.70	.00	91.70
110-410-6510	27.00	.00	27.00
110-410-6512	945.68	.00	945.68
110-410-6705	94.00	.00	94.00
110-410-8225	247.01	.00	247.01
110-420-6220	61.38	.00	61.38
110-420-6225	106.40	.00	106.40
110-420-6234	.55	.00	.55
110-420-6324	268.88	.00	268.88
110-420-6330	624.99	.00	624.99
110-420-6420	2,461.49	.00	2,461.49
110-420-6425	432.00	.00	432.00
110-420-6430	186.49	.00	186.49
110-420-6710	51.01	.00	51.01
110-440-6116	1,954.23	.00	1,954.23
110-440-6117	652.50	.00	652.50
110-440-6122	209.68	.00	209.68
110-440-6128	96.11	.00	96.11
110-440-6225	19.22	.00	19.22
110-440-6230	.83	.00	.83
110-450-6122	5,525.67	.00	5,525.67
110-450-6128	552.45	.00	552.45
110-450-6220	213.70	.00	213.70
110-450-6225	70.57	.00	70.57
110-450-6230	179.71	.00	179.71
110-450-6334	231.86	.00	231.86
110-450-6420	184.15	.00	184.15
110-450-6425	81.00	.00	81.00
110-450-6430	169.62	.00	169.62
110-450-6530	75.73	.00	75.73
110-450-6780	129.90	.00	129.90
110-450-8225	2,185.00	.00	2,185.00
110-460-6225	1.70	.00	1.70
110-460-6234	.83	.00	.83
110-470-6326	65.53	.00	65.53
110-480-6120	250.00	.00	250.00
110-480-6225	1.70	.00	1.70
110-480-6230	.83	.00	.83
110-480-6560	200.00	.00	200.00
220-2125	.00	5,128.78-	5,128.78-
220-490-6114	258.78	.00	258.78
220-490-6122	209.68	.00	209.68

GL Account	Debit	Credit	Proof
220-490-6150	3,891.94	.00	3,891.94
220-490-6152	560.25	.00	560.25
220-490-6220	116.82	.00	116.82
220-490-6225	24.63	.00	24.63
220-490-6230	.83	.00	.83
220-490-6420	37.92	.00	37.92
220-490-6425	18.00	.00	18.00
220-490-6430	9.93	.00	9.93
230-2125	463.82	17,060.59-	16,596.77-
230-490-6114	1,293.88	.00	1,293.88
230-490-6122	419.35	.00	419.35
230-490-6128	88.37	.00	88.37
230-490-6220	2.84	.00	2.84
230-490-6225	466.92	.00	466.92
230-490-6230	7.20	.00	7.20
230-490-6234	80.20	.00	80.20
230-490-6324	1,800.00	.00	1,800.00
230-490-6330	853.20	.00	853.20
230-490-6420	146.68	.00	146.68
230-490-6425	72.00	.00	72.00
230-490-6430	1,854.55	.00	1,854.55
230-490-6435	117.88	.00	117.88
230-490-6440	110.14	.00	110.14
230-490-6445	6.35	110.82-	104.47-
230-490-6710	37.10	.00	37.10
230-490-6712	2,664.95	.00	2,664.95
230-490-6750	6,264.08	353.00-	5,911.08
230-490-6755	774.90	.00	774.90
240-2125	684.00	12,860.35-	12,176.35-
240-490-6114	1,293.88	.00	1,293.88
240-490-6122	419.35	.00	419.35
240-490-6128	88.37	.00	88.37
240-490-6225	466.92	.00	466.92
240-490-6230	7.20	.00	7.20
240-490-6234	80.20	.00	80.20
240-490-6324	173.30	.00	173.30
240-490-6330	356.79	.00	356.79
240-490-6420	404.42	.00	404.42
240-490-6425	648.00	.00	648.00
240-490-6430	2,131.62	.00	2,131.62
240-490-6435	101.69	.00	101.69
240-490-6440	69.38	.00	69.38
240-490-6445	6.35	.00	6.35
240-490-6705	90.00	.00	90.00
240-490-6710	50.39	.00	50.39
240-490-6712	888.33	.00	888.33
240-490-6750	3,420.56	684.00-	2,736.56
240-490-6755	2,163.60	.00	2,163.60
312-2125	.00	2,150.26-	2,150.26-
312-490-6114	258.76	.00	258.76
312-490-6225	85.58	.00	85.58
312-490-6230	4.23	.00	4.23
312-490-6430	985.43	.00	985.43
312-490-6720	816.26	.00	816.26
314-2125	.00	1,252.60-	1,252.60-
314-490-6225	28.05	.00	28.05
314-490-6705	80.00	.00	80.00

GL Account	Debit	Credit	Proof
314-490-6714	339.24	.00	339.24
314-490-6814	91.35	.00	91.35
314-490-6858	613.96	.00	613.96
314-490-6864	100.00	.00	100.00
Grand Totals:	<u>66,084.24</u>	<u>66,084.24-</u>	<u>.00</u>

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

Bank.Name = "General"

CITY OF LOWELL  
GENERAL FUND  
REVENUES AND EXPENDITURES SUMMARY WITH COMPARISON TO BUDGET

For the Period Ending: **8/31/2024**

110 <b>General Fund</b>	Period Actual	YTD Actual	Budget	Unearned	Pcnt
<b>3100 Beginning Fund Balance</b>		<b>176,650.70</b>	<b>108,737.00</b>		
<b>Revenues</b>					
310 Property Taxes	438.62	438.62	205,095.00	204,656.38	0.21
315 Interest Earned	702.68	1,316.27	6,500.00	5,183.73	20.25
320 Intergovernmental Revenue	5,487.71	7,421.98	41,588.00	34,166.02	17.85
325 Operating Grants	714.45	714.45	62,944.00	62,229.55	1.14
328 Capital Grants	-	-	-	-	0.00
330 Franchise Fees	33,505.23	34,554.40	86,263.00	51,708.60	40.06
335 Licenses & Permits	2,262.27	2,414.27	58,750.00	56,335.73	4.11
340 Charges for Service	695.56	2,314.80	3,075.00	760.20	75.28
345 Reimbursement SDC's	47.00	141.00	235.00	94.00	60.00
350 Fines & Forfeitures	-	225.00	2,500.00	2,275.00	9.00
360 Loan Proceeds	-	-	-	-	0.00
370 Other Revenue	377.00	477.00	5,500.00	5,023.00	8.67
375 Gain(Loss) on Sale of Fixed Assets	-	-	302,459.00	302,459.00	0.00
380 Fundraising & Event Revenue	4,500.00	5,550.00	-	(5,550.00)	0.00
385 Miscellaneous Revenue	-	-	50.00	50.00	0.00
<b>Total Revenues</b>	<b>48,730.52</b>	<b>55,567.79</b>	<b>774,959.00</b>	<b>719,391.21</b>	<b>7.17</b>
<b>Expenditures</b>					
<b>410 Administration</b>					
5000 Personal Services	3,107.76	8,957.48	48,832.00	39,874.52	18.34
6000 Materials & Services	3,568.38	13,807.45	131,859.00	118,051.55	10.47
8000 Capital Outlay	-	-	110,000.00	110,000.00	0.00
<b>Total Administration</b>	<b>6,676.14</b>	<b>22,764.93</b>	<b>290,691.00</b>	<b>267,926.07</b>	<b>7.83</b>
<b>420 Parks &amp; Recreation</b>					
5000 Personal Services	3,522.44	11,769.60	40,917.00	29,147.40	28.76
6000 Materials & Services	5,088.95	10,954.40	55,897.00	44,942.60	19.60
8000 Capital Outlay	-	-	21,000.00	21,000.00	0.00
<b>Total Parks &amp; Recreation</b>	<b>8,611.39</b>	<b>22,724.00</b>	<b>117,814.00</b>	<b>95,090.00</b>	<b>19.29</b>
<b>430 Police</b>					
5000 Personal Services	-	-	-	-	0.00
6000 Materials & Services	-	1,575.00	10,426.00	8,851.00	15.11
8000 Capital Outlay	-	-	-	-	0.00
<b>Total Police</b>	<b>-</b>	<b>1,575.00</b>	<b>10,426.00</b>	<b>8,851.00</b>	<b>15.11</b>
<b>440 Community Development</b>					
5000 Personal Services	922.87	2,668.40	11,658.00	8,989.60	22.89
6000 Materials & Services	30.99	2,917.17	49,558.00	46,640.83	5.89
8000 Capital Outlay	-	-	-	-	0.00
<b>Total Community Development</b>	<b>953.86</b>	<b>5,585.57</b>	<b>61,216.00</b>	<b>55,630.43</b>	<b>9.12</b>

CITY OF LOWELL  
 COMBINED CASH INVESTMENT  
 AUGUST 31, 2024

COMBINED CASH ACCOUNTS

999-1111	CASH IN BANK - CHECKING	441,843.41
999-1115	CASH IN BANK - LGIP	1,361,622.75
		1,803,466.16
	TOTAL COMBINED CASH	1,803,466.16
999-1110	CASH ALLOCATED TO FUNDS	( 1,803,466.16)
		.00
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

110	ALLOCATION TO GENERAL FUND	180,744.31
220	ALLOCATION TO BUILDING FUND	49,585.72
230	ALLOCATION TO WATER FUND	135,988.30
240	ALLOCATION TO SEWER FUND	316,878.62
312	ALLOCATION TO STREET FUND	178,575.18
314	ALLOCATION TO BLACKBERRY JAM FUND	6,821.60
410	ALLOCATION TO PARKS SDC FUND	114,225.92
412	ALLOCATION TO STREETS SDC FUND	88,016.66
430	ALLOCATION TO WATER SDC FUND	484,243.50
440	ALLOCATION TO SEWER SDC FUND	97,208.42
445	ALLOCATION TO STORMWATER SDC FUND	92,112.43
520	ALLOCATION TO WATER RESERVE FUND	42,333.52
521	ALLOCATION TO SEWER RESERVE FUND	16,731.98
		1,803,466.16
	TOTAL ALLOCATIONS TO OTHER FUNDS	1,803,466.16
	ALLOCATION FROM COMBINED CASH FUND - 999-1110	( 1,803,466.16)
		.00
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

CITY OF LOWELL  
 BALANCE SHEET  
 AUGUST 31, 2024

GENERAL FUND

ASSETS

110-1110	ALLOCATED CASH	32,664.77	
110-1115	CASH IN BANK - LGIP	148,079.54	
110-1120	PETTY CASH	250.00	
110-1710	LAND	2,588,360.20	
110-1720	BUILDINGS & FACILITIES	1,016,818.56	
110-1730	EQUIPMENT & FURNISHINGS	86,009.96	
110-1740	VEHICLES & ROLLING STOCK	40,847.50	
110-1750	INFRASTRUCTURE	32,762.99	
110-1795	CONSTRUCTION IN PROGRESS	31,145.93	
110-1820	AD - BUILDINGS & FACILITIES	( 285,931.30)	
110-1830	AD - EQUIPMENT & FURNISHINGS	( 26,661.25)	
110-1840	AD - VEHICLES & ROLLING STOCK	( 26,140.21)	
110-1850	AD - INFRASTRUCTURE	( 19,116.67)	
	TOTAL ASSETS		<u>3,619,090.02</u>

LIABILITIES AND EQUITY

LIABILITIES

110-2205	WAGES PAYABLE	5,961.68	
110-2210	PAYROLL TAXES PAYABLE	2,639.18	
110-2245	HEALTH INSURANCE PAYABLE	862.27	
110-2250	RETIREMENT PAYABLE	2,192.55	
110-2255	DEFERRED COMP PAYABLE	96.48	
110-2510	BAIL HELD	640.00	
110-2515	CET TAX COLLECTED	7,076.16	
110-2525	OTHER DEPOSITS	205.86	
110-2750	LONG TERM DEBT	657,214.62	
	TOTAL LIABILITIES		676,888.80

FUND EQUITY

110-3100	BEGINNING FUND BALANCE	176,650.70	
110-3275	GASB - FIXED ASSETS	3,438,095.71	
110-3277	GAAP - LONG TERM DEBT	( 657,214.62)	
	REVENUE OVER EXPENDITURES - YTD	( 15,330.57)	
	BALANCE - CURRENT DATE	( 15,330.57)	
	TOTAL FUND EQUITY		<u>2,942,201.22</u>
	TOTAL LIABILITIES AND EQUITY		<u>3,619,090.02</u>

CITY OF LOWELL  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
110-310-4112	.00	.00	203,895.00	203,895.00	.0
110-310-4114	438.62	438.62	1,200.00	761.38	36.6
	438.62	438.62	205,095.00	204,656.38	.2
<u>INVESTMENT EARNINGS</u>					
110-315-4125	702.68	1,316.27	6,500.00	5,183.73	20.3
	702.68	1,316.27	6,500.00	5,183.73	20.3
<u>INTERGOVERNMENTAL</u>					
110-320-4132	3,246.66	3,246.66	13,244.00	9,997.34	24.5
110-320-4134	63.15	132.69	708.00	575.31	18.7
110-320-4136	2,177.90	4,042.63	24,724.00	20,681.37	16.4
110-320-4145	.00	.00	50.00	50.00	.0
110-320-4148	.00	.00	2,862.00	2,862.00	.0
	5,487.71	7,421.98	41,588.00	34,166.02	17.9
<u>OPERATING GRANTS</u>					
110-325-4151	.00	.00	23,759.00	23,759.00	.0
110-325-4152	.00	.00	19,100.00	19,100.00	.0
110-325-4154	714.45	714.45	13,085.00	12,370.55	5.5
110-325-4158	.00	.00	2,000.00	2,000.00	.0
110-325-4160	.00	.00	5,000.00	5,000.00	.0
	714.45	714.45	62,944.00	62,229.55	1.1
<u>FRANCHISE FEES</u>					
110-330-4310	1,513.28	1,513.28	9,356.00	7,842.72	16.2
110-330-4312	30,849.37	30,849.37	60,659.00	29,809.63	50.9
110-330-4314	1,142.58	2,012.15	14,748.00	12,735.85	13.6
110-330-4316	.00	179.60	1,500.00	1,320.40	12.0
	33,505.23	34,554.40	86,263.00	51,708.60	40.1

CITY OF LOWELL  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LICENSES &amp; PERMITS</u>					
110-335-4352	2,262.27	2,262.27	38,500.00	36,237.73	5.9
110-335-4353	.00	.00	19,150.00	19,150.00	.0
110-335-4354	.00	.00	500.00	500.00	.0
110-335-4360	.00	152.00	600.00	448.00	25.3
TOTAL LICENSES & PERMITS	2,262.27	2,414.27	58,750.00	56,335.73	4.1
<u>CHARGES FOR SERVICE</u>					
110-340-4410	34.95	72.50	500.00	427.50	14.5
110-340-4415	.00	.00	25.00	25.00	.0
110-340-4416	177.95	1,097.03	1,500.00	402.97	73.1
110-340-4417	100.00	120.00	225.00	105.00	53.3
110-340-4419	25.00	50.00	75.00	25.00	66.7
110-340-4421	357.66	975.27	650.00	( 325.27)	150.0
110-340-4423	.00	.00	100.00	100.00	.0
TOTAL CHARGES FOR SERVICE	695.56	2,314.80	3,075.00	760.20	75.3
<u>SDC REVENUE</u>					
110-345-4511	47.00	141.00	235.00	94.00	60.0
TOTAL SDC REVENUE	47.00	141.00	235.00	94.00	60.0
<u>FINES &amp; FORFEITURES</u>					
110-350-4625	.00	225.00	2,500.00	2,275.00	9.0
TOTAL FINES & FORFEITURES	.00	225.00	2,500.00	2,275.00	9.0
<u>OTHER REVENUE</u>					
110-370-4825	27.00	127.00	1,000.00	873.00	12.7
110-370-4826	350.00	350.00	4,500.00	4,150.00	7.8
TOTAL OTHER REVENUE	377.00	477.00	5,500.00	5,023.00	8.7
<u>GAIN/LOSS ON SALE OF ASSETS</u>					
110-375-4849	.00	.00	302,459.00	302,459.00	.0
TOTAL GAIN/LOSS ON SALE OF ASSETS	.00	.00	302,459.00	302,459.00	.0

CITY OF LOWELL  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FUNDRAISING &amp; EVENT REVENUE</u>						
110-380-4867	PARKS CAPITAL DONATIONS	4,500.00	5,550.00	.00	( 5,550.00)	.0
	TOTAL FUNDRAISING & EVENT REVENUE	4,500.00	5,550.00	.00	( 5,550.00)	.0
<u>MISCELLANEOUS REVENUE</u>						
110-385-4895	MISCELLANEOUS REVENUE	.00	.00	50.00	50.00	.0
	TOTAL MISCELLANEOUS REVENUE	.00	.00	50.00	50.00	.0
	TOTAL FUND REVENUE	48,730.52	55,567.79	774,959.00	719,391.21	7.2

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
<u>PERSONAL SERVICES</u>					
110-410-5110 CITY ADMINISTRATOR	1,704.20	4,667.91	24,737.00	20,069.09	18.9
110-410-5114 CITY CLERK	412.73	1,224.23	4,953.00	3,728.77	24.7
110-410-5158 PUBLIC WORKS LABORER	84.00	365.35	2,387.00	2,021.65	15.3
110-410-5220 OVERTIME	.00	10.72	69.00	58.28	15.5
110-410-5315 SOCIAL SECURITY/MEDICARE	168.38	479.53	2,459.00	1,979.47	19.5
110-410-5320 WORKER'S COMP	.57	66.83	207.00	140.17	32.3
110-410-5350 UNEMPLOYMENT	.00	.00	2,250.00	2,250.00	.0
110-410-5410 HEALTH INSURANCE	272.60	817.80	4,974.00	4,156.20	16.4
110-410-5450 PUBLIC EMPLOYEES RETIREMENT	465.28	1,325.11	6,796.00	5,470.89	19.5
<b>TOTAL PERSONAL SERVICES</b>	<b>3,107.76</b>	<b>8,957.48</b>	<b>48,832.00</b>	<b>39,874.52</b>	<b>18.3</b>
<u>MATERIALS &amp; SERVICES</u>					
110-410-6110 AUDITING	.00	.00	12,324.00	12,324.00	.0
110-410-6112 LEGAL SERVICES	.00	.00	50,000.00	50,000.00	.0
110-410-6114 FINANCIAL SERVICES	2,070.20	4,089.40	14,842.00	10,752.60	27.6
110-410-6122 IT SERVICES	.00	.00	14,125.00	14,125.00	.0
110-410-6124 COPIER CONTRACT	95.96	342.26	3,000.00	2,657.74	11.4
110-410-6128 OTHER CONTRACT SERVICES	44.19	1,642.31	4,081.00	2,438.69	40.2
110-410-6210 INSURANCE & BONDS	.00	3,089.20	3,038.00	( 51.20)	101.7
110-410-6220 POSTAGE, PRINTING, PUBLICATION	10.40	1,493.75	1,500.00	6.25	99.6
110-410-6222 NEWSLETTER EXPENDITURE	.00	.00	625.00	625.00	.0
110-410-6225 SOFTWARE & SUBSCRIPTIONS	274.46	1,484.95	8,096.00	6,611.05	18.3
110-410-6228 PUBLIC NOTICES	.00	.00	2,000.00	2,000.00	.0
110-410-6230 OFFICE SUPPLIES/EQUIPMENT	60.54	66.98	3,000.00	2,933.02	2.2
110-410-6234 GENERAL SUPPLIES	68.00	68.00	500.00	432.00	13.6
110-410-6238 BANK SERVICE CHARGES	.26	1.13	50.00	48.87	2.3
110-410-6245 MEMBERSHIPS & DUES	.00	.00	3,350.00	3,350.00	.0
110-410-6290 MISCELLANEOUS	84.09	84.09	500.00	415.91	16.8
110-410-6320 BUILDING REPAIR & MAINTENANCE	.00	.00	500.00	500.00	.0
110-410-6324 EQUIPMENT REPAIR & MAINTENANCE	.00	.00	250.00	250.00	.0
110-410-6334 NON-CAPITALIZED ASSETS	232.13	232.13	500.00	267.87	46.4
110-410-6420 WATER SERVICES	147.28	235.68	1,750.00	1,514.32	13.5
110-410-6425 SEWER SERVICES	81.00	185.48	1,500.00	1,314.52	12.4
110-410-6430 ELECTRICITY SERVICES	114.97	223.99	2,000.00	1,776.01	11.2
110-410-6435 INTERNET SERVICES	7.50	15.00	48.00	33.00	31.3
110-410-6440 TELEPHONE SERVICES	183.40	275.10	1,100.00	824.90	25.0
110-410-6512 STATE ETHICS COMMISSION	.00	.00	1,100.00	1,100.00	.0
110-410-6705 RENT	94.00	278.00	2,080.00	1,802.00	13.4
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>3,568.38</b>	<b>13,807.45</b>	<b>131,859.00</b>	<b>118,051.55</b>	<b>10.5</b>

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
110-410-8225 BUILDINGS & FACILITIES	.00	.00	110,000.00	110,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	110,000.00	110,000.00	.0
TOTAL ADMINISTRATION	6,676.14	22,764.93	290,691.00	267,926.07	7.8
<u>PARKS &amp; RECREATION</u>					
<u>PERSONAL SERVICES</u>					
110-420-5110 CITY ADMINISTRATOR	426.05	1,166.97	4,948.00	3,781.03	23.6
110-420-5150 PUBLIC WORKS DIRECTOR	349.22	1,035.85	2,514.00	1,478.15	41.2
110-420-5152 LEAD OPERATOR	845.34	2,507.44	1,521.00	( 986.44)	164.9
110-420-5154 OPERATOR	.00	.00	1,521.00	1,521.00	.0
110-420-5156 OPERATOR TRAINEE	.00	.00	8,610.00	8,610.00	.0
110-420-5158 PUBLIC WORKS LABORER	419.97	1,826.75	2,864.00	1,037.25	63.8
110-420-5160 TEMPORARY/ SEASONAL	264.96	1,136.96	.00	( 1,136.96)	.0
110-420-5220 OVERTIME	184.39	718.54	1,775.00	1,056.46	40.5
110-420-5315 SOCIAL SECURITY/MEDICARE	190.49	642.07	1,737.00	1,094.93	37.0
110-420-5320 WORKER'S COMP	.93	89.01	229.00	139.99	38.9
110-420-5350 UNEMPLOYMENT	.00	.00	1,590.00	1,590.00	.0
110-420-5410 HEALTH INSURANCE	370.72	1,112.16	8,808.00	7,695.84	12.6
110-420-5450 PUBLIC EMPLOYEES RETIREMENT	470.37	1,533.85	4,800.00	3,266.15	32.0
TOTAL PERSONAL SERVICES	3,522.44	11,769.60	40,917.00	29,147.40	28.8

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS &amp; SERVICES</u>					
110-420-6122	.00	.00	1,676.00	1,676.00	.0
110-420-6128	.00	.00	1,221.00	1,221.00	.0
110-420-6210	.00	2,825.49	2,760.00	( 65.49)	102.4
110-420-6220	.00	.00	100.00	100.00	.0
110-420-6225	106.37	488.08	1,740.00	1,251.92	28.1
110-420-6234	3.87	4.62	3,000.00	2,995.38	.2
110-420-6238	1.04	1.04	2,500.00	2,498.96	.0
110-420-6240	.00	.00	500.00	500.00	.0
110-420-6290	35.96	35.96	500.00	464.04	7.2
110-420-6320	324.27	324.27	3,000.00	2,675.73	10.8
110-420-6324	.00	161.34	2,500.00	2,338.66	6.5
110-420-6328	144.00	156.99	3,500.00	3,343.01	4.5
110-420-6330	342.53	342.53	3,000.00	2,657.47	11.4
110-420-6339	.00	.00	4,000.00	4,000.00	.0
110-420-6420	3,300.01	5,151.47	10,500.00	5,348.53	49.1
110-420-6425	432.00	843.06	7,400.00	6,556.94	11.4
110-420-6430	172.18	392.83	4,000.00	3,607.17	9.8
110-420-6445	.00	.00	500.00	500.00	.0
110-420-6535	.00	.00	1,000.00	1,000.00	.0
110-420-6710	226.72	226.72	2,500.00	2,273.28	9.1
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>5,088.95</b>	<b>10,954.40</b>	<b>55,897.00</b>	<b>44,942.60</b>	<b>19.6</b>
<u>CAPITAL OUTLAY</u>					
110-420-8225	.00	.00	16,000.00	16,000.00	.0
110-420-8520	.00	.00	5,000.00	5,000.00	.0
<b>TOTAL CAPITAL OUTLAY</b>	<b>.00</b>	<b>.00</b>	<b>21,000.00</b>	<b>21,000.00</b>	<b>.0</b>
<b>TOTAL PARKS &amp; RECREATION</b>	<b>8,611.39</b>	<b>22,724.00</b>	<b>117,814.00</b>	<b>95,090.00</b>	<b>19.3</b>
<u>POLICE</u>					
<u>MATERIALS &amp; SERVICES</u>					
110-430-6118	.00	1,575.00	10,000.00	8,425.00	15.8
110-430-6334	.00	.00	426.00	426.00	.0
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>.00</b>	<b>1,575.00</b>	<b>10,426.00</b>	<b>8,851.00</b>	<b>15.1</b>
<b>TOTAL POLICE</b>	<b>.00</b>	<b>1,575.00</b>	<b>10,426.00</b>	<b>8,851.00</b>	<b>15.1</b>

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
<u>PERSONAL SERVICES</u>					
110-440-5110	426.05	1,166.97	4,948.00	3,781.03	23.6
110-440-5150	209.51	621.46	2,514.00	1,892.54	24.7
110-440-5220	21.76	98.82	182.00	83.18	54.3
110-440-5315	50.29	144.39	585.00	440.61	24.7
110-440-5320	.14	9.31	50.00	40.69	18.6
110-440-5350	.00	.00	540.00	540.00	.0
110-440-5410	76.16	228.46	1,222.00	993.54	18.7
110-440-5450	138.96	398.99	1,617.00	1,218.01	24.7
TOTAL PERSONAL SERVICES	922.87	2,668.40	11,658.00	8,989.60	22.9
<u>MATERIALS &amp; SERVICES</u>					
110-440-6112	.00	.00	3,838.00	3,838.00	.0
110-440-6116	.00	1,712.40	29,348.00	27,635.60	5.8
110-440-6117	.00	.00	11,965.00	11,965.00	.0
110-440-6122	.00	.00	3,267.00	3,267.00	.0
110-440-6128	.00	.00	90.00	90.00	.0
110-440-6220	.00	23.40	200.00	176.60	11.7
110-440-6225	19.13	148.37	300.00	151.63	49.5
110-440-6230	5.79	6.93	200.00	193.07	3.5
110-440-6238	6.07	6.07	350.00	343.93	1.7
110-440-6245	.00	1,020.00	.00	( 1,020.00)	.0
TOTAL MATERIALS & SERVICES	30.99	2,917.17	49,558.00	46,640.83	5.9
TOTAL COMMUNITY DEVELOPMENT	953.86	5,585.57	61,216.00	55,630.43	9.1
<u>LIBRARY</u>					
<u>PERSONAL SERVICES</u>					
110-450-5130	1,852.83	5,495.83	22,234.00	16,738.17	24.7
110-450-5158	84.00	365.35	2,387.00	2,021.65	15.3
110-450-5160	189.31	1,493.03	8,364.00	6,870.97	17.9
110-450-5315	162.66	562.62	2,590.00	2,027.38	21.7
110-450-5320	1.07	247.94	293.00	45.06	84.6
110-450-5350	.00	.00	2,370.00	2,370.00	.0
110-450-5410	.00	.00	876.00	876.00	.0
110-450-5450	409.45	1,239.06	7,155.00	5,915.94	17.3
TOTAL PERSONAL SERVICES	2,699.32	9,403.83	46,269.00	36,865.17	20.3

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS &amp; SERVICES</u>					
110-450-6122	.00	800.00	8,169.00	7,369.00	9.8
110-450-6128	.00	119.92	9,254.00	9,134.08	1.3
110-450-6210	.00	1,140.14	1,151.00	10.86	99.1
110-450-6220	.00	8.91	375.00	366.09	2.4
110-450-6225	70.22	525.85	9,329.00	8,803.15	5.6
110-450-6230	23.18	63.62	600.00	536.38	10.6
110-450-6234	.00	.00	200.00	200.00	.0
110-450-6238	.28	.28	50.00	49.72	.6
110-450-6245	.00	.00	140.00	140.00	.0
110-450-6290	.00	.00	200.00	200.00	.0
110-450-6320	.00	.00	500.00	500.00	.0
110-450-6334	232.12	232.12	2,658.00	2,425.88	8.7
110-450-6420	171.91	270.22	1,750.00	1,479.78	15.4
110-450-6425	81.00	192.33	1,300.00	1,107.67	14.8
110-450-6430	163.39	317.71	3,000.00	2,682.29	10.6
110-450-6435	.00	.00	48.00	48.00	.0
110-450-6530	356.29	538.79	1,000.00	461.21	53.9
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>1,098.39</b>	<b>4,209.89</b>	<b>39,724.00</b>	<b>35,514.11</b>	<b>10.6</b>
<u>CAPITAL OUTLAY</u>					
110-450-8225	.00	.00	4,349.00	4,349.00	.0
110-450-8335	.00	.00	250.00	250.00	.0
<b>TOTAL CAPITAL OUTLAY</b>	<b>.00</b>	<b>.00</b>	<b>4,599.00</b>	<b>4,599.00</b>	<b>.0</b>
<b>TOTAL LIBRARY</b>	<b>3,797.71</b>	<b>13,613.72</b>	<b>90,592.00</b>	<b>76,978.28</b>	<b>15.0</b>
<u>CODE ENFORCEMENT</u>					
<u>PERSONAL SERVICES</u>					
110-460-5110	426.05	1,166.97	4,948.00	3,781.03	23.6
110-460-5315	32.60	89.28	529.00	439.72	16.9
110-460-5320	.09	5.65	1,003.00	997.35	.6
110-460-5350	.00	.00	360.00	360.00	.0
110-460-5410	33.80	101.38	549.00	447.62	18.5
110-460-5450	90.07	246.71	1,046.00	799.29	23.6
<b>TOTAL PERSONAL SERVICES</b>	<b>582.61</b>	<b>1,609.99</b>	<b>8,435.00</b>	<b>6,825.01</b>	<b>19.1</b>

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS &amp; SERVICES</u>					
110-460-6128 OTHER CONTRACT SERVICES	.00	.00	1,054.00	1,054.00	.0
110-460-6220 POSTAGE, PRINTING, PUBLICATION	.00	5.12	200.00	194.88	2.6
110-460-6225 SOFTWARE & SUBSCRIPTIONS	1.61	3.20	.00	( 3.20)	.0
110-460-6234 GENERAL SUPPLIES	5.79	6.93	100.00	93.07	6.9
110-460-6238 BANK SERVICE CHARGES	.00	.00	100.00	100.00	.0
110-460-6540 DOG/CAT CONTROL	.00	.00	250.00	250.00	.0
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>7.40</b>	<b>15.25</b>	<b>1,704.00</b>	<b>1,688.75</b>	<b>.9</b>
<b>TOTAL CODE ENFORCEMENT</b>	<b>590.01</b>	<b>1,625.24</b>	<b>10,139.00</b>	<b>8,513.76</b>	<b>16.0</b>
<u>TOURISM</u>					
<u>MATERIALS &amp; SERVICES</u>					
110-470-6220 POSTAGE, PRINTING, PUBLICATION	.00	.00	50.00	50.00	.0
110-470-6224 MARKETING	.00	.00	500.00	500.00	.0
110-470-6290 MISCELLANEOUS	.00	.00	100.00	100.00	.0
110-470-6326 COVERED BRIDGE MAINTENANCE	64.79	130.05	34,928.00	34,797.95	.4
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>64.79</b>	<b>130.05</b>	<b>35,578.00</b>	<b>35,447.95</b>	<b>.4</b>
<b>TOTAL TOURISM</b>	<b>64.79</b>	<b>130.05</b>	<b>35,578.00</b>	<b>35,447.95</b>	<b>.4</b>
<u>MUNICIPAL COURT</u>					
<u>PERSONAL SERVICES</u>					
110-480-5110 CITY ADMINISTRATOR	426.05	1,166.97	4,948.00	3,781.03	23.6
110-480-5114 CITY CLERK	206.36	612.10	2,476.00	1,863.90	24.7
110-480-5220 OVERTIME	.00	5.36	35.00	29.64	15.3
110-480-5315 SOCIAL SECURITY/MEDICARE	48.38	136.51	571.00	434.49	23.9
110-480-5320 WORKER'S COMP	.17	11.32	113.00	101.68	10.0
110-480-5350 UNEMPLOYMENT	.00	.00	510.00	510.00	.0
110-480-5410 HEALTH INSURANCE	102.50	307.48	1,661.00	1,353.52	18.5
110-480-5450 PUBLIC EMPLOYEES RETIREMENT	133.70	377.25	1,577.00	1,199.75	23.9
<b>TOTAL PERSONAL SERVICES</b>	<b>917.16</b>	<b>2,616.99</b>	<b>11,891.00</b>	<b>9,274.01</b>	<b>22.0</b>

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS &amp; SERVICES</u>					
110-480-6120	.00	250.00	500.00	250.00	50.0
110-480-6128	.00	.00	107.00	107.00	.0
110-480-6220	.00	.00	50.00	50.00	.0
110-480-6225	1.61	3.20	.00	( 3.20)	.0
110-480-6230	5.79	6.93	50.00	43.07	13.9
110-480-6238	.00	2.73	50.00	47.27	5.5
110-480-6560	.00	.00	50.00	50.00	.0
110-480-6565	.00	.00	50.00	50.00	.0
TOTAL MATERIALS & SERVICES	7.40	262.86	857.00	594.14	30.7
TOTAL MUNICIPAL COURT	924.56	2,879.85	12,748.00	9,868.15	22.6
<u>DEBT SERVICE</u>					
<u>DEBT SERVICES</u>					
110-800-7111	.00	.00	11,895.00	11,895.00	.0
110-800-7112	.00	.00	9,924.00	9,924.00	.0
110-800-7113	.00	.00	62,082.00	62,082.00	.0
110-800-7114	.00	.00	55,104.00	55,104.00	.0
110-800-7511	.00	.00	10,755.00	10,755.00	.0
110-800-7512	.00	.00	8,403.00	8,403.00	.0
110-800-7513	.00	.00	2,550.00	2,550.00	.0
110-800-7514	.00	.00	2,295.00	2,295.00	.0
TOTAL DEBT SERVICES	.00	.00	163,008.00	163,008.00	.0
TOTAL DEBT SERVICE	.00	.00	163,008.00	163,008.00	.0
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
110-900-9590	.00	.00	70,061.00	70,061.00	.0
110-900-9895	.00	.00	21,423.00	21,423.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	91,484.00	91,484.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	91,484.00	91,484.00	.0

CITY OF LOWELL  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	21,618.46	70,898.36	883,696.00	812,797.64	8.0
NET REVENUE OVER EXPENDITURES	27,112.06	( 15,330.57)	( 108,737.00)	( 93,406.43)	( 14.1)

CITY OF LOWELL  
 BALANCE SHEET  
 AUGUST 31, 2024

BUILDING FUND

ASSETS

220-1110	ALLOCATED CASH	19,034.38	
220-1115	CASH IN BANK - LGIP	30,551.34	
	TOTAL ASSETS		49,585.72

LIABILITIES AND EQUITY

LIABILITIES

220-2205	WAGES PAYABLE	509.81	
220-2210	PAYROLL TAXES PAYABLE	247.19	
220-2245	HEALTH INSURANCE PAYABLE	154.33	
220-2250	RETIREMENT PAYABLE	206.89	
220-2255	DEFERRED COMP PAYABLE	16.55	
	TOTAL LIABILITIES		1,134.77

FUND EQUITY

220-3100	BEGINNING FUND BALANCE	44,107.38	
	REVENUE OVER EXPENDITURES - YTD	4,343.57	
	BALANCE - CURRENT DATE	4,343.57	
	TOTAL FUND EQUITY		48,450.95
	TOTAL LIABILITIES AND EQUITY		49,585.72

CITY OF LOWELL  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

BUILDING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
220-315-4125 INTEREST EARNED	137.70	138.01	100.00	( 38.01)	138.0
TOTAL INVESTMENT EARNINGS	137.70	138.01	100.00	( 38.01)	138.0
<u>LICENSES &amp; PERMITS</u>					
220-335-4356 BUILDING PERMIT FEES	5,629.05	10,332.18	21,645.00	11,312.82	47.7
220-335-4358 ELECTRICAL PERMIT FEES	836.64	2,027.20	1,725.00	( 302.20)	117.5
TOTAL LICENSES & PERMITS	6,465.69	12,359.38	23,370.00	11,010.62	52.9
TOTAL FUND REVENUE	6,603.39	12,497.39	23,470.00	10,972.61	53.3

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

BUILDING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
220-490-5110 CITY ADMINISTRATOR	170.44	466.82	1,979.00	1,512.18	23.6
220-490-5114 CITY CLERK	206.36	612.10	2,476.00	1,863.90	24.7
220-490-5150 PUBLIC WORKS DIRECTOR	349.22	1,035.85	4,191.00	3,155.15	24.7
220-490-5220 OVERTIME	36.26	170.06	339.00	168.94	50.2
220-490-5315 SOCIAL SECURITY/MEDICARE	58.31	174.78	688.00	513.22	25.4
220-490-5320 WORKER'S COMP	.20	13.59	69.00	55.41	19.7
220-490-5350 UNEMPLOYMENT	.00	.00	630.00	630.00	.0
220-490-5410 HEALTH INSURANCE	152.83	458.47	2,475.00	2,016.53	18.5
220-490-5450 PUBLIC EMPLOYEES RETIREMENT	161.15	483.03	1,901.00	1,417.97	25.4
TOTAL PERSONAL SERVICES	1,134.77	3,414.70	14,748.00	11,333.30	23.2
<u>MATERIALS &amp; SERVICES</u>					
220-490-6110 AUDITING	.00	.00	1,562.00	1,562.00	.0
220-490-6114 FINANCIAL SERVICES	258.78	511.18	1,856.00	1,344.82	27.5
220-490-6122 IT SERVICES	.00	.00	3,269.00	3,269.00	.0
220-490-6128 OTHER CONTRACT SERVICES	.00	.00	186.00	186.00	.0
220-490-6150 BUILDING INSPECTION SERVICES	3,178.39	3,178.39	13,000.00	9,821.61	24.5
220-490-6152 ELECTRICAL INSPECTION SERVICES	797.25	797.25	5,000.00	4,202.75	16.0
220-490-6220 POSTAGE, PRINTING, PUBLICATION	.00	9.13	200.00	190.87	4.6
220-490-6225 SOFTWARE & SUBSCRIPTIONS	24.54	104.13	392.00	287.87	26.6
220-490-6230 OFFICE SUPPLIES/EQUIPMENT	5.79	6.93	150.00	143.07	4.6
220-490-6238 BANK SERVICE CHARGES	4.81	15.62	250.00	234.38	6.3
220-490-6420 WATER SERVICES	35.47	56.22	600.00	543.78	9.4
220-490-6425 SEWER SERVICES	18.00	41.98	500.00	458.02	8.4
220-490-6430 ELECTRICITY SERVICES	9.07	18.29	100.00	81.71	18.3
220-490-6524 BUILDING STATE SURCHARGE	.00	.00	3,000.00	3,000.00	.0
220-490-6525 ELECTRICAL STATE SURCHARGE	.00	.00	1,000.00	1,000.00	.0
TOTAL MATERIALS & SERVICES	4,332.10	4,739.12	31,065.00	26,325.88	15.3
TOTAL NON-DEPARTMENTAL	5,466.87	8,153.82	45,813.00	37,659.18	17.8

OTHER REQUIREMENTS

CITY OF LOWELL  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

BUILDING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER REQUIREMENTS</u>					
220-900-9590 CONTINGENCY	.00	.00	11,709.00	11,709.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	11,709.00	11,709.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	11,709.00	11,709.00	.0
TOTAL FUND EXPENDITURES	5,466.87	8,153.82	57,522.00	49,368.18	14.2
NET REVENUE OVER EXPENDITURES	1,136.52	4,343.57	( 34,052.00)	( 38,395.57)	12.8

CITY OF LOWELL  
 BALANCE SHEET  
 AUGUST 31, 2024

WATER FUND

ASSETS

230-1110	ALLOCATED CASH	111,400.58	
230-1115	CASH IN BANK - LGIP	24,587.72	
230-1510	ACCOUNTS RECEIVABLE	69,967.97	
230-1710	LAND	81,179.00	
230-1720	BUILDINGS & FACILITIES	35,875.00	
230-1730	EQUIPMENT & FURNISHINGS	40,026.38	
230-1740	VEHICLES & ROLLING STOCK	34,066.66	
230-1750	INFRASTRUCTURE	4,817,521.42	
230-1795	CONSTRUCTION IN PROGRESS	106,557.92	
230-1820	AD - BUILDINGS & FACILITIES	( 22,600.32)	
230-1830	AD - EQUIPMENT & FURNISHINGS	( 24,744.09)	
230-1840	AD - VEHICLES & ROLLING STOCK	( 24,264.42)	
230-1850	AD - INFRASTRUCTURE	( 2,630,437.00)	
	TOTAL ASSETS		<u>2,619,136.82</u>

LIABILITIES AND EQUITY

LIABILITIES

230-2205	WAGES PAYABLE	8,665.89	
230-2210	PAYROLL TAXES PAYABLE	3,922.19	
230-2245	HEALTH INSURANCE PAYABLE	2,453.68	
230-2250	RETIREMENT PAYABLE	3,098.90	
230-2255	DEFERRED COMP PAYABLE	220.73	
230-2520	UTILITY DEPOSITS	43,600.00	
230-2530	H2O DONATIONS	1,110.00	
230-2750	LONG TERM DEBT	961,473.30	
	TOTAL LIABILITIES		1,024,544.69

FUND EQUITY

230-3100	BEGINNING FUND BALANCE	141,455.53	
230-3275	GASB - FIXED ASSETS	2,413,180.55	
230-3277	GAAP - LONG TERM DEBT	( 961,473.30)	
	REVENUE OVER EXPENDITURES - YTD	<u>1,429.35</u>	
	BALANCE - CURRENT DATE	<u>1,429.35</u>	
	TOTAL FUND EQUITY		<u>1,594,592.13</u>
	TOTAL LIABILITIES AND EQUITY		<u>2,619,136.82</u>

CITY OF LOWELL  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
230-315-4125 INTEREST EARNED	314.07	322.13	.00	( 322.13)	.0
TOTAL INVESTMENT EARNINGS	314.07	322.13	.00	( 322.13)	.0
<u>CAPITAL GRANTS</u>					
230-328-4162 WATER - CAPITAL GRANTS	.00	.00	1,100,000.00	1,100,000.00	.0
TOTAL CAPITAL GRANTS	.00	.00	1,100,000.00	1,100,000.00	.0
<u>LICENSES &amp; PERMITS</u>					
230-335-4370 WATER/SEWER CONNECTION PERMIT	250.00	500.00	2,500.00	2,000.00	20.0
TOTAL LICENSES & PERMITS	250.00	500.00	2,500.00	2,000.00	20.0
<u>CHARGES FOR SERVICE</u>					
230-340-4425 WATER/SEWER SALES	61,851.75	177,824.14	552,196.00	374,371.86	32.2
230-340-4426 BULK WATER SALES	5.53	16.58	1,200.00	1,183.42	1.4
230-340-4430 WATER/SEWER CONNECTION FEES	( 374.09)	( 374.09)	4,325.00	4,699.09	( 8.7)
230-340-4435 FIRE HYDRANT FEE	430.50	1,254.78	4,994.00	3,739.22	25.1
230-340-4440 BACKFLOW TESTING	.00	89.59	1,250.00	1,160.41	7.2
TOTAL CHARGES FOR SERVICE	61,913.69	178,811.00	563,965.00	385,154.00	31.7
<u>SDC REVENUE</u>					
230-345-4531 WATER REIMBURSEMENT SDC	745.00	2,235.00	3,725.00	1,490.00	60.0
TOTAL SDC REVENUE	745.00	2,235.00	3,725.00	1,490.00	60.0
<u>MISCELLANEOUS REVENUE</u>					
230-385-4850 WATER/SEWER PENALTIES	327.50	635.00	3,270.00	2,635.00	19.4
230-385-4895 MISCELLANEOUS REVENUE	35.00	35.00	.00	( 35.00)	.0
TOTAL MISCELLANEOUS REVENUE	362.50	670.00	3,270.00	2,600.00	20.5
TOTAL FUND REVENUE	63,585.26	182,538.13	1,673,460.00	1,490,921.87	10.9

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
230-490-5110 CITY ADMINISTRATOR	2,258.06	6,184.97	24,738.00	18,553.03	25.0
230-490-5114 CITY CLERK	1,650.90	4,896.87	19,811.00	14,914.13	24.7
230-490-5150 PUBLIC WORKS DIRECTOR	2,863.58	8,493.91	35,201.00	26,707.09	24.1
230-490-5152 LEAD OPERATOR	3,592.66	10,656.50	25,106.00	14,449.50	42.5
230-490-5154 OPERATOR	.00	.00	21,302.00	21,302.00	.0
230-490-5156 OPERATOR TRAINEE	.00	.00	10,334.00	10,334.00	.0
230-490-5158 PUBLIC WORKS LABORER	126.00	548.03	955.00	406.97	57.4
230-490-5160 TEMPORARY/ SEASONAL	1,126.08	1,300.48	.00	( 1,300.48)	.0
230-490-5220 OVERTIME	926.95	3,747.20	8,547.00	4,799.80	43.8
230-490-5315 SOCIAL SECURITY/MEDICARE	959.64	2,740.86	11,202.00	8,461.14	24.5
230-490-5320 WORKER'S COMP	4.09	316.24	1,053.00	736.76	30.0
230-490-5350 UNEMPLOYMENT	.00	.00	10,230.00	10,230.00	.0
230-490-5410 HEALTH INSURANCE	2,439.62	7,318.88	41,789.00	34,470.12	17.5
230-490-5450 PUBLIC EMPLOYEES RETIREMENT	2,413.79	7,299.09	30,952.00	23,652.91	23.6
<b>TOTAL PERSONAL SERVICES</b>	<b>18,361.37</b>	<b>53,503.03</b>	<b>241,220.00</b>	<b>187,716.97</b>	<b>22.2</b>

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS &amp; SERVICES</u>					
230-490-6110	.00	.00	7,712.00	7,712.00	.0
230-490-6114	1,293.88	2,555.88	9,276.00	6,720.12	27.6
230-490-6116	.00	.00	35,500.00	35,500.00	.0
230-490-6122	.00	.00	219.00	219.00	.0
230-490-6128	88.37	176.74	5,064.00	4,887.26	3.5
230-490-6210	.00	16,340.15	16,349.00	8.85	100.0
230-490-6220	725.02	947.28	1,500.00	552.72	63.2
230-490-6225	466.16	2,584.16	8,896.00	6,311.84	29.1
230-490-6230	113.67	123.52	1,250.00	1,126.48	9.9
230-490-6238	453.36	838.07	7,000.00	6,161.93	12.0
230-490-6240	.00	.00	2,500.00	2,500.00	.0
230-490-6245	168.60	168.60	1,525.00	1,356.40	11.1
230-490-6290	.00	.00	1,500.00	1,500.00	.0
230-490-6320	.00	.00	5,500.00	5,500.00	.0
230-490-6324	.00	.00	15,550.00	15,550.00	.0
230-490-6330	.00	.00	25,000.00	25,000.00	.0
230-490-6334	.00	.00	11,500.00	11,500.00	.0
230-490-6420	80.92	150.58	1,800.00	1,649.42	8.4
230-490-6425	72.00	140.51	1,020.00	879.49	13.8
230-490-6430	1,780.18	3,279.96	20,000.00	16,720.04	16.4
230-490-6435	117.88	235.76	2,700.00	2,464.24	8.7
230-490-6440	446.33	635.97	3,800.00	3,164.03	16.7
230-490-6445	6.35	6.35	600.00	593.65	1.1
230-490-6710	.00	.00	1,520.00	1,520.00	.0
230-490-6712	5,918.96	6,004.92	6,150.00	145.08	97.6
230-490-6750	.00	.00	42,454.00	42,454.00	.0
230-490-6755	106.20	106.20	4,358.00	4,251.80	2.4
230-490-6758	.00	.00	5,000.00	5,000.00	.0
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>11,837.88</b>	<b>34,294.65</b>	<b>245,243.00</b>	<b>210,948.35</b>	<b>14.0</b>
<b>TOTAL NON-DEPARTMENTAL</b>	<b>30,199.25</b>	<b>87,797.68</b>	<b>486,463.00</b>	<b>398,665.32</b>	<b>18.1</b>
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
230-700-8225	.00	.00	8,000.00	8,000.00	.0
230-700-8540	93,311.10	93,311.10	1,100,000.00	1,006,688.90	8.5
<b>TOTAL CAPITAL OUTLAY</b>	<b>93,311.10</b>	<b>93,311.10</b>	<b>1,108,000.00</b>	<b>1,014,688.90</b>	<b>8.4</b>
<b>TOTAL CAPITAL OUTLAY</b>	<b>93,311.10</b>	<b>93,311.10</b>	<b>1,108,000.00</b>	<b>1,014,688.90</b>	<b>8.4</b>
<u>DEBT SERVICE</u>					

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICES</u>					
230-800-7122 LOAN PRINCIPAL - J05001 SPWF	.00	.00	5,488.00	5,488.00	.0
230-800-7124 LOAN PRINCIPAL - RUS 91-03	.00	.00	18,432.00	18,432.00	.0
230-800-7125 LOAN PRINCIPAL - L21001	.00	.00	7,983.00	7,983.00	.0
230-800-7522 LOAN INTEREST - J05001 SPWF	.00	.00	1,935.00	1,935.00	.0
230-800-7524 LOAN INTEREST - RUS 91-03	.00	.00	20,949.00	20,949.00	.0
230-800-7525 LOAN INTEREST - L21001	.00	.00	3,555.00	3,555.00	.0
<b>TOTAL DEBT SERVICES</b>	<b>.00</b>	<b>.00</b>	<b>58,342.00</b>	<b>58,342.00</b>	<b>.0</b>
<b>TOTAL DEBT SERVICE</b>	<b>.00</b>	<b>.00</b>	<b>58,342.00</b>	<b>58,342.00</b>	<b>.0</b>
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
230-900-9590 CONTINGENCY	.00	.00	126,994.00	126,994.00	.0
<b>TOTAL OTHER REQUIREMENTS</b>	<b>.00</b>	<b>.00</b>	<b>126,994.00</b>	<b>126,994.00</b>	<b>.0</b>
<b>TOTAL OTHER REQUIREMENTS</b>	<b>.00</b>	<b>.00</b>	<b>126,994.00</b>	<b>126,994.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>123,510.35</b>	<b>181,108.78</b>	<b>1,779,799.00</b>	<b>1,598,690.22</b>	<b>10.2</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 59,925.09)</b>	<b>1,429.35</b>	<b>( 106,339.00)</b>	<b>( 107,768.35)</b>	<b>1.3</b>

CITY OF LOWELL  
 BALANCE SHEET  
 AUGUST 31, 2024

SEWER FUND

ASSETS

240-1110	ALLOCATED CASH	117,449.37	
240-1115	CASH IN BANK - LGIP	199,429.25	
240-1510	ACCOUNTS RECEIVABLE	43,765.27	
240-1710	LAND	11,000.00	
240-1720	BUILDINGS & FACILITIES	89,114.40	
240-1730	EQUIPMENT & FURNISHINGS	93,182.36	
240-1740	VEHICLES & ROLLING STOCK	21,779.50	
240-1750	INFRASTRUCTURE	4,959,303.28	
240-1820	AD - BUILDINGS & FACILITIES	( 51,196.42)	
240-1830	AD - EQUIPMENT & FURNISHINGS	( 47,469.52)	
240-1840	AD - VEHICLES & ROLLING STOCK	( 11,978.73)	
240-1850	AD - INFRASTRUCTURE	( 3,220,306.23)	
	TOTAL ASSETS		<u>2,204,072.53</u>

LIABILITIES AND EQUITY

LIABILITIES

240-2205	WAGES PAYABLE	8,665.91	
240-2210	PAYROLL TAXES PAYABLE	3,922.16	
240-2245	HEALTH INSURANCE PAYABLE	2,453.69	
240-2250	RETIREMENT PAYABLE	3,098.86	
240-2255	DEFERRED COMP PAYABLE	220.73	
240-2750	LONG TERM DEBT	444,867.14	
	TOTAL LIABILITIES		463,228.49

FUND EQUITY

240-3100	BEGINNING FUND BALANCE	303,091.63	
240-3275	GASB - FIXED ASSETS	1,843,428.64	
240-3277	GAAP - LONG TERM DEBT	( 444,867.14)	
	REVENUE OVER EXPENDITURES - YTD	<u>39,190.91</u>	
	BALANCE - CURRENT DATE	<u>39,190.91</u>	
	TOTAL FUND EQUITY		<u>1,740,844.04</u>
	TOTAL LIABILITIES AND EQUITY		<u>2,204,072.53</u>

CITY OF LOWELL  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
240-315-4125	898.34	1,638.34	5,500.00	3,861.66	29.8
	898.34	1,638.34	5,500.00	3,861.66	29.8
<u>LICENSES &amp; PERMITS</u>					
240-335-4370	115.00	230.00	.00	( 230.00)	.0
	115.00	230.00	.00	( 230.00)	.0
<u>CHARGES FOR SERVICE</u>					
240-340-4425	42,105.14	127,106.18	530,496.00	403,389.82	24.0
240-340-4430	( 144.00)	( 144.00)	.00	144.00	.0
	41,961.14	126,962.18	530,496.00	403,533.82	23.9
<u>SDC REVENUE</u>					
240-345-4541	618.00	1,854.00	3,090.00	1,236.00	60.0
	618.00	1,854.00	3,090.00	1,236.00	60.0
<u>MISCELLANEOUS REVENUE</u>					
240-385-4850	327.50	606.00	4,200.00	3,594.00	14.4
	327.50	606.00	4,200.00	3,594.00	14.4
	43,919.98	131,290.52	543,286.00	411,995.48	24.2

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
240-490-5110	2,258.03	6,184.96	24,738.00	18,553.04	25.0
240-490-5114	1,650.90	4,896.87	19,811.00	14,914.13	24.7
240-490-5150	2,863.58	8,493.91	35,201.00	26,707.09	24.1
240-490-5152	3,592.66	10,656.50	21,302.00	10,645.50	50.0
240-490-5154	.00	.00	25,106.00	25,106.00	.0
240-490-5156	.00	.00	10,334.00	10,334.00	.0
240-490-5158	126.00	548.03	955.00	406.97	57.4
240-490-5160	1,126.08	1,300.48	.00	( 1,300.48)	.0
240-490-5220	926.96	3,747.21	8,547.00	4,799.79	43.8
240-490-5315	959.63	2,740.83	11,202.00	8,461.17	24.5
240-490-5320	4.09	316.26	2,885.00	2,568.74	11.0
240-490-5350	.00	.00	10,230.00	10,230.00	.0
240-490-5410	2,439.64	7,318.94	41,789.00	34,470.06	17.5
240-490-5450	2,413.78	7,299.06	30,952.00	23,652.94	23.6
	<u>18,361.35</u>	<u>53,503.05</u>	<u>243,052.00</u>	<u>189,548.95</u>	<u>22.0</u>

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS &amp; SERVICES</u>					
240-490-6110	.00	.00	7,712.00	7,712.00	.0
240-490-6114	1,293.88	2,555.88	9,276.00	6,720.12	27.6
240-490-6116	.00	6,327.28	45,000.00	38,672.72	14.1
240-490-6122	.00	.00	219.00	219.00	.0
240-490-6128	88.37	176.74	3,800.00	3,623.26	4.7
240-490-6210	.00	14,848.11	14,895.00	46.89	99.7
240-490-6220	.00	222.05	2,000.00	1,777.95	11.1
240-490-6225	466.16	2,584.16	8,896.00	6,311.84	29.1
240-490-6230	113.66	123.51	750.00	626.49	16.5
240-490-6238	311.97	659.63	5,500.00	4,840.37	12.0
240-490-6240	.00	.00	2,500.00	2,500.00	.0
240-490-6245	168.60	168.60	4,370.00	4,201.40	3.9
240-490-6290	.00	.00	500.00	500.00	.0
240-490-6320	.00	.00	6,000.00	6,000.00	.0
240-490-6324	17.77	17.77	11,800.00	11,782.23	.2
240-490-6330	350.00	350.00	17,500.00	17,150.00	2.0
240-490-6334	.00	.00	13,000.00	13,000.00	.0
240-490-6420	402.74	812.04	12,000.00	11,187.96	6.8
240-490-6425	648.00	1,264.59	7,500.00	6,235.41	16.9
240-490-6430	2,186.34	4,373.32	29,100.00	24,726.68	15.0
240-490-6435	101.69	203.38	2,700.00	2,496.62	7.5
240-490-6440	300.14	369.46	1,380.00	1,010.54	26.8
240-490-6445	6.35	6.35	9,000.00	8,993.65	.1
240-490-6520	.00	.00	4,300.00	4,300.00	.0
240-490-6705	90.00	90.00	.00	( 90.00)	.0
240-490-6710	134.95	134.95	3,150.00	3,015.05	4.3
240-490-6712	1,897.54	1,897.54	4,750.00	2,852.46	40.0
240-490-6750	.00	.00	25,795.00	25,795.00	.0
240-490-6755	1,411.20	1,411.20	17,680.00	16,268.80	8.0
240-490-6758	.00	.00	2,500.00	2,500.00	.0
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>9,989.36</b>	<b>38,596.56</b>	<b>273,573.00</b>	<b>234,976.44</b>	<b>14.1</b>
<b>TOTAL NON-DEPARTMENTAL</b>	<b>28,350.71</b>	<b>92,099.61</b>	<b>516,625.00</b>	<b>424,525.39</b>	<b>17.8</b>
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
240-700-8335	.00	.00	8,000.00	8,000.00	.0
240-700-8550	.00	.00	50,000.00	50,000.00	.0
<b>TOTAL CAPITAL OUTLAY</b>	<b>.00</b>	<b>.00</b>	<b>58,000.00</b>	<b>58,000.00</b>	<b>.0</b>
<b>TOTAL CAPITAL OUTLAY</b>	<b>.00</b>	<b>.00</b>	<b>58,000.00</b>	<b>58,000.00</b>	<b>.0</b>

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
<u>DEBT SERVICE</u>						
<u>DEBT SERVICES</u>						
240-800-7110	LOAN PRINCIPAL - G02002	.00	.00	24,170.00	24,170.00	.0
240-800-7122	LOAN PRINCIPAL - J05001 SPWF	.00	.00	5,488.00	5,488.00	.0
240-800-7124	LOAN PRINCIPAL - RUS 92-05	.00	.00	7,370.00	7,370.00	.0
240-800-7510	LOAN INTEREST - G02002	.00	.00	4,889.00	4,889.00	.0
240-800-7522	LOAN INTEREST - J05001 SPWF	.00	.00	1,935.00	1,935.00	.0
240-800-7524	LOAN INTEREST - RUS 92-05	.00	.00	8,375.00	8,375.00	.0
TOTAL DEBT SERVICES		.00	.00	52,227.00	52,227.00	.0
TOTAL DEBT SERVICE		.00	.00	52,227.00	52,227.00	.0
<u>OTHER REQUIREMENTS</u>						
<u>OTHER REQUIREMENTS</u>						
240-900-9590	CONTINGENCY	.00	.00	144,362.00	144,362.00	.0
TOTAL OTHER REQUIREMENTS		.00	.00	144,362.00	144,362.00	.0
TOTAL OTHER REQUIREMENTS		.00	.00	144,362.00	144,362.00	.0
TOTAL FUND EXPENDITURES		28,350.71	92,099.61	771,214.00	679,114.39	11.9
NET REVENUE OVER EXPENDITURES		15,569.27	39,190.91	( 227,928.00)	( 267,118.91)	17.2

CITY OF LOWELL  
 BALANCE SHEET  
 AUGUST 31, 2024

STREET FUND

ASSETS

312-1110	ALLOCATED CASH	76,162.72	
312-1115	CASH IN BANK - LGIP	102,412.46	
312-1710	LAND	93,558.00	
312-1720	BUILDINGS & FACILITIES	528.00	
312-1730	EQUIPMENT & FURNISHINGS	6,061.05	
312-1740	VEHICLES & ROLLING STOCK	11,299.83	
312-1750	INFRASTRUCTURE	2,344,523.75	
312-1820	AD - BUILDINGS & FACILITIES	( 140.80)	
312-1830	AD - EQUIPMENT & FURNISHINGS	( 3,180.12)	
312-1840	AD - VEHICLES & ROLLING STOCK	( 6,214.89)	
312-1850	AD - INFRASTRUCTURE	( 580,861.47)	
	TOTAL ASSETS		<u>2,044,148.53</u>

LIABILITIES AND EQUITY

LIABILITIES

312-2205	WAGES PAYABLE	978.53	
312-2210	PAYROLL TAXES PAYABLE	467.34	
312-2245	HEALTH INSURANCE PAYABLE	238.05	
312-2250	RETIREMENT PAYABLE	355.04	
312-2255	DEFERRED COMP PAYABLE	26.55	
312-2750	LONG TERM DEBT	72,750.91	
	TOTAL LIABILITIES		74,816.42

FUND EQUITY

312-3100	BEGINNING FUND BALANCE	173,400.73	
312-3275	GASB - FIXED ASSETS	1,865,573.35	
312-3277	GAAP - LONG TERM DEBT	( 72,750.91)	
	REVENUE OVER EXPENDITURES - YTD	<u>3,108.94</u>	
	BALANCE - CURRENT DATE	<u>3,108.94</u>	
	TOTAL FUND EQUITY		<u>1,969,332.11</u>
	TOTAL LIABILITIES AND EQUITY		<u>2,044,148.53</u>

CITY OF LOWELL  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
312-315-4125 INTEREST EARNED	461.82	932.13	3,200.00	2,267.87	29.1
TOTAL INVESTMENT EARNINGS	461.82	932.13	3,200.00	2,267.87	29.1
<u>INTERGOVERNMENTAL</u>					
312-320-4142 STATE HWY STREET TAX	7,897.45	16,939.88	95,000.00	78,060.12	17.8
TOTAL INTERGOVERNMENTAL	7,897.45	16,939.88	95,000.00	78,060.12	17.8
<u>SDC REVENUE</u>					
312-345-4513 TRANSPORTATION REIMBURSEMENT S	104.00	312.00	520.00	208.00	60.0
TOTAL SDC REVENUE	104.00	312.00	520.00	208.00	60.0
TOTAL FUND REVENUE	8,463.27	18,184.01	98,720.00	80,535.99	18.4

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>PERSONAL SERVICES</u>					
312-490-5110 CITY ADMINISTRATOR	426.05	1,166.97	2,969.00	1,802.03	39.3
312-490-5150 PUBLIC WORKS DIRECTOR	349.22	1,035.85	4,191.00	3,155.15	24.7
312-490-5152 LEAD OPERATOR	422.68	1,253.74	2,536.00	1,282.26	49.4
312-490-5154 OPERATOR	.00	.00	2,536.00	2,536.00	.0
312-490-5156 OPERATOR TRAINEE	.00	.00	5,167.00	5,167.00	.0
312-490-5158 PUBLIC WORKS LABORER	.00	348.80	.00	( 348.80)	.0
312-490-5160 TEMPORARY/ SEASONAL	132.48	132.48	.00	( 132.48)	.0
312-490-5220 OVERTIME	110.33	441.60	1,055.00	613.40	41.9
312-490-5315 SOCIAL SECURITY/MEDICARE	110.19	334.96	1,411.00	1,076.04	23.7
312-490-5320 WORKER'S COMP	.41	42.32	2,002.00	1,959.68	2.1
312-490-5350 UNEMPLOYMENT	.00	.00	1,290.00	1,290.00	.0
312-490-5410 HEALTH INSURANCE	237.61	712.87	5,342.00	4,629.13	13.3
312-490-5450 PUBLIC EMPLOYEES RETIREMENT	276.54	824.00	3,899.00	3,075.00	21.1
<b>TOTAL PERSONAL SERVICES</b>	<b>2,065.51</b>	<b>6,293.59</b>	<b>32,398.00</b>	<b>26,104.41</b>	<b>19.4</b>
<u>MATERIALS &amp; SERVICES</u>					
312-490-6110 AUDITING	.00	.00	1,562.00	1,562.00	.0
312-490-6114 FINANCIAL SERVICES	258.76	511.16	1,856.00	1,344.84	27.5
312-490-6116 ENGINEERING SERVICES	.00	.00	20,000.00	20,000.00	.0
312-490-6122 IT SERVICES	.00	440.52	1,674.00	1,233.48	26.3
312-490-6128 OTHER CONTRACT SERVICES	.00	.00	20,000.00	20,000.00	.0
312-490-6210 INSURANCE & BONDS	.00	5,671.90	5,678.00	6.10	99.9
312-490-6220 POSTAGE, PRINTING, PUBLICATION	.00	.00	50.00	50.00	.0
312-490-6225 SOFTWARE & SUBSCRIPTIONS	88.26	176.50	2,500.00	2,323.50	7.1
312-490-6230 OFFICE SUPPLIES/EQUIPMENT	9.66	11.56	150.00	138.44	7.7
312-490-6238 BANK SERVICE CHARGES	.00	.00	50.00	50.00	.0
312-490-6324 EQUIPMENT REPAIR & MAINTENANCE	.00	.00	500.00	500.00	.0
312-490-6330 OTHER REPAIR & MAINTENANCE	.00	.00	10,000.00	10,000.00	.0
312-490-6334 NON-CAPITALIZED ASSETS	.00	.00	5,000.00	5,000.00	.0
312-490-6430 ELECTRICITY SERVICES	984.92	1,969.84	14,100.00	12,130.16	14.0
312-490-6720 STORM DRAIN MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
312-490-6724 STREET SIGNS	.00	.00	1,000.00	1,000.00	.0
312-490-6726 STREET LIGHTS	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>1,341.60</b>	<b>8,781.48</b>	<b>90,120.00</b>	<b>81,338.52</b>	<b>9.7</b>
<b>TOTAL NON-DEPARTMENTAL</b>	<b>3,407.11</b>	<b>15,075.07</b>	<b>122,518.00</b>	<b>107,442.93</b>	<b>12.3</b>
<u>CAPITAL OUTLAY</u>					

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
312-700-8530 STREET IMPROVEMENTS	.00	.00	60,428.00	60,428.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	60,428.00	60,428.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	60,428.00	60,428.00	.0
 <u>DEBT SERVICE</u>					
<u>DEBT SERVICES</u>					
312-800-7111 LOAN PRINCIPAL - LIBRARY/CITY	.00	.00	1,755.00	1,755.00	.0
312-800-7125 LOAN PRINCIPAL - L21001	.00	.00	3,579.00	3,579.00	.0
312-800-7525 LOAN INTEREST - L21001	.00	.00	1,594.00	1,594.00	.0
TOTAL DEBT SERVICES	.00	.00	6,928.00	6,928.00	.0
TOTAL DEBT SERVICE	.00	.00	6,928.00	6,928.00	.0
 <u>OTHER REQUIREMENTS</u>					
 <u>OTHER REQUIREMENTS</u>					
312-900-9590 CONTINGENCY	.00	.00	22,996.00	22,996.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	22,996.00	22,996.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	22,996.00	22,996.00	.0
TOTAL FUND EXPENDITURES	3,407.11	15,075.07	212,870.00	197,794.93	7.1
NET REVENUE OVER EXPENDITURES	5,056.16	3,108.94	( 114,150.00)	( 117,258.94)	2.7

CITY OF LOWELL  
 BALANCE SHEET  
 AUGUST 31, 2024

BLACKBERRY JAM FUND

ASSETS

314-1110	ALLOCATED CASH		6,821.60	
	TOTAL ASSETS			<u>6,821.60</u>

LIABILITIES AND EQUITY

FUND EQUITY

314-3100	BEGINNING FUND BALANCE		12,118.10	
	REVENUE OVER EXPENDITURES - YTD	( 5,296.50)		
	BALANCE - CURRENT DATE		<u>( 5,296.50)</u>	
	TOTAL FUND EQUITY			<u>6,821.60</u>
	TOTAL LIABILITIES AND EQUITY			<u>6,821.60</u>

CITY OF LOWELL  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

BLACKBERRY JAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
314-315-4125 INTEREST EARNED	.17	.38	10.00	9.62	3.8
TOTAL INVESTMENT EARNINGS	.17	.38	10.00	9.62	3.8
<u>OTHER REVENUE</u>					
314-370-4824 BBJ DONATIONS	.00	.00	564.00	564.00	.0
TOTAL OTHER REVENUE	.00	.00	564.00	564.00	.0
<u>FUNDRAISING &amp; EVENT REVENUE</u>					
314-380-4861 CRAFT/COMMERCIAL BOOTH SALES	.00	1,020.00	1,000.00	( 20.00)	102.0
314-380-4862 FOOD BOOTH SALES	.00	500.00	500.00	.00	100.0
314-380-4863 BEER GARDEN	.00	200.00	.00	( 200.00)	.0
314-380-4864 JAM SALES	.00	1,657.20	950.00	( 707.20)	174.4
314-380-4870 SPONSORSHIP REVENUE	.00	.00	1,500.00	1,500.00	.0
314-380-4878 CAR SHOW REVENUE	.00	.00	325.00	325.00	.0
314-380-4882 HORSESHOE TOURNEY REVENUE	.00	185.00	.00	( 185.00)	.0
314-380-4884 KIDZ KORNER REVENUE	.00	294.85	.00	( 294.85)	.0
TOTAL FUNDRAISING & EVENT REVENUE	.00	3,857.05	4,275.00	417.95	90.2
<u>MISCELLANEOUS REVENUE</u>					
314-385-4895 MISCELLANEOUS REVENUE	.00	.00	100.00	100.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	.00	100.00	100.00	.0
TOTAL FUND REVENUE	.17	3,857.43	4,949.00	1,091.57	77.9

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

BLACKBERRY JAM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
<u>MATERIALS &amp; SERVICES</u>					
314-490-6118	POLICE SERVICES	3,957.67	3,957.67	2,500.00 (	1,457.67) 158.3
314-490-6122	IT SERVICES	.00	.00	660.00	660.00 .0
314-490-6220	POSTAGE, PRINTING, PUBLICATION	.00	.00	100.00	100.00 .0
314-490-6225	SOFTWARE & SUBSCRIPTIONS	28.05	56.10	550.00	493.90 10.2
314-490-6238	BANK SERVICE CHARGES	.00	10.19	50.00	39.81 20.4
314-490-6290	MISCELLANEOUS	79.98	489.98	450.00 (	39.98) 108.9
314-490-6445	REFUSE SERVICES	.00	.00	1,500.00	1,500.00 .0
314-490-6705	RENT	80.00	160.00	960.00	800.00 16.7
314-490-6714	MATERIALS & SERVICES	626.00	626.00	4,500.00	3,874.00 13.9
314-490-6814	JAM SALES EXP	54.40	516.40	.00 (	516.40) .0
314-490-6858	KIDZ KORNER EXP	12.59	12.59	.00 (	12.59) .0
314-490-6864	ENTERTAINMENT EXP	.00	3,325.00	2,500.00 (	825.00) 133.0
	TOTAL MATERIALS & SERVICES	4,838.69	9,153.93	13,770.00	4,616.07 66.5
	TOTAL NON-DEPARTMENTAL	4,838.69	9,153.93	13,770.00	4,616.07 66.5
	TOTAL FUND EXPENDITURES	4,838.69	9,153.93	13,770.00	4,616.07 66.5
	NET REVENUE OVER EXPENDITURES	( 4,838.52)	( 5,296.50)	( 8,821.00)	( 3,524.50) ( 60.0)

CITY OF LOWELL  
 BALANCE SHEET  
 AUGUST 31, 2024

PARKS SDC FUND

ASSETS

410-1110	ALLOCATED CASH	7,471.02	
410-1115	CASH IN BANK - LGIP	106,754.90	
	TOTAL ASSETS		<u>114,225.92</u>

LIABILITIES AND EQUITY

FUND EQUITY

410-3100	BEGINNING FUND BALANCE	110,249.87	
	REVENUE OVER EXPENDITURES - YTD	<u>3,976.05</u>	
	BALANCE - CURRENT DATE	<u>3,976.05</u>	
	TOTAL FUND EQUITY		<u>114,225.92</u>
	TOTAL LIABILITIES AND EQUITY		<u>114,225.92</u>

CITY OF LOWELL  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

PARKS SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
410-315-4125	INTEREST EARNED	480.14	983.05	3,000.00	2,016.95	32.8
	TOTAL INVESTMENT EARNINGS	480.14	983.05	3,000.00	2,016.95	32.8
<u>SDC REVENUE</u>						
410-345-4510	PARK SDC FEES	1,004.00	2,993.00	5,020.00	2,027.00	59.6
410-345-4511	PARKS REIMBURSEMENT SDC	.00	.00	4,925.00	4,925.00	.0
	TOTAL SDC REVENUE	1,004.00	2,993.00	9,945.00	6,952.00	30.1
	TOTAL FUND REVENUE	1,484.14	3,976.05	12,945.00	8,968.95	30.7

CITY OF LOWELL  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2024

PARKS SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
410-700-8520 PARKS IMPROVEMENTS	.00	.00	122,723.00	122,723.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	122,723.00	122,723.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	122,723.00	122,723.00	.0
TOTAL FUND EXPENDITURES	.00	.00	122,723.00	122,723.00	.0
NET REVENUE OVER EXPENDITURES	1,484.14	3,976.05	( 109,778.00)	( 113,754.05)	3.6

CITY OF LOWELL  
 BALANCE SHEET  
 AUGUST 31, 2024

STREETS SDC FUND

ASSETS

412-1110	ALLOCATED CASH	6,449.30	
412-1115	CASH IN BANK - LGIP	81,567.36	
	TOTAL ASSETS		88,016.66

LIABILITIES AND EQUITY

FUND EQUITY

412-3100	BEGINNING FUND BALANCE	85,484.59	
	REVENUE OVER EXPENDITURES - YTD	2,532.07	
	BALANCE - CURRENT DATE	2,532.07	
	TOTAL FUND EQUITY		88,016.66
	TOTAL LIABILITIES AND EQUITY		88,016.66

CITY OF LOWELL  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

STREETS SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
412-315-4125 INTEREST EARNED	366.87	756.07	2,500.00	1,743.93	30.2
TOTAL INVESTMENT EARNINGS	366.87	756.07	2,500.00	1,743.93	30.2
<u>SDC REVENUE</u>					
412-345-4512 TRANSPORTATION SDC	592.00	1,776.00	2,975.00	1,199.00	59.7
TOTAL SDC REVENUE	592.00	1,776.00	2,975.00	1,199.00	59.7
TOTAL FUND REVENUE	958.87	2,532.07	5,475.00	2,942.93	46.3

CITY OF LOWELL  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

STREETS SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
412-700-8530 STREET IMPROVEMENTS	.00	.00	90,613.00	90,613.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	90,613.00	90,613.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	90,613.00	90,613.00	.0
TOTAL FUND EXPENDITURES	.00	.00	90,613.00	90,613.00	.0
NET REVENUE OVER EXPENDITURES	958.87	2,532.07	( 85,138.00)	( 87,670.07)	3.0

CITY OF LOWELL  
 BALANCE SHEET  
 AUGUST 31, 2024

WATER SDC FUND

ASSETS

430-1110	ALLOCATED CASH	38,715.03	
430-1115	CASH IN BANK - LGIP	445,528.47	
	TOTAL ASSETS		<u>484,243.50</u>

LIABILITIES AND EQUITY

FUND EQUITY

430-3100	BEGINNING FUND BALANCE	461,732.95	
	REVENUE OVER EXPENDITURES - YTD	22,510.55	
	BALANCE - CURRENT DATE	22,510.55	
	TOTAL FUND EQUITY		<u>484,243.50</u>
	TOTAL LIABILITIES AND EQUITY		<u>484,243.50</u>

CITY OF LOWELL  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

WATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
430-315-4125 INTEREST EARNED	2,003.90	4,544.55	15,000.00	10,455.45	30.3
TOTAL INVESTMENT EARNINGS	2,003.90	4,544.55	15,000.00	10,455.45	30.3
<u>SDC REVENUE</u>					
430-345-4530 WATER SDC	7,068.00	17,966.00	45,500.00	27,534.00	39.5
TOTAL SDC REVENUE	7,068.00	17,966.00	45,500.00	27,534.00	39.5
TOTAL FUND REVENUE	9,071.90	22,510.55	60,500.00	37,989.45	37.2

CITY OF LOWELL  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

WATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
430-700-8540 WATER SYSTEMS IMPROVEMTS	.00	.00	525,277.00	525,277.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	525,277.00	525,277.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	525,277.00	525,277.00	.0
TOTAL FUND EXPENDITURES	.00	.00	525,277.00	525,277.00	.0
NET REVENUE OVER EXPENDITURES	9,071.90	22,510.55	( 464,777.00)	( 487,287.55)	4.8

CITY OF LOWELL  
 BALANCE SHEET  
 AUGUST 31, 2024

SEWER SDC FUND

ASSETS

440-1110	ALLOCATED CASH	12,301.84	
440-1115	CASH IN BANK - LGIP	84,906.58	
	TOTAL ASSETS		<u>97,208.42</u>

LIABILITIES AND EQUITY

FUND EQUITY

440-3100	BEGINNING FUND BALANCE	93,041.81	
	REVENUE OVER EXPENDITURES - YTD	4,166.61	
	BALANCE - CURRENT DATE	4,166.61	
	TOTAL FUND EQUITY		<u>97,208.42</u>
	TOTAL LIABILITIES AND EQUITY		<u>97,208.42</u>

CITY OF LOWELL  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

SEWER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
440-315-4125	INTEREST EARNED	381.98	953.61	3,500.00	2,546.39	27.3
	TOTAL INVESTMENT EARNINGS	381.98	953.61	3,500.00	2,546.39	27.3
<u>SDC REVENUE</u>						
440-345-4540	SEWER SDC	1,071.00	3,213.00	8,035.00	4,822.00	40.0
	TOTAL SDC REVENUE	1,071.00	3,213.00	8,035.00	4,822.00	40.0
	TOTAL FUND REVENUE	1,452.98	4,166.61	11,535.00	7,368.39	36.1

CITY OF LOWELL  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

SEWER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
440-700-8550 SEWER SYSTEMS	.00	.00	157,873.00	157,873.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	157,873.00	157,873.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	157,873.00	157,873.00	.0
TOTAL FUND EXPENDITURES	.00	.00	157,873.00	157,873.00	.0
NET REVENUE OVER EXPENDITURES	1,452.98	4,166.61	( 146,338.00)	( 150,504.61)	2.9

CITY OF LOWELL  
 BALANCE SHEET  
 AUGUST 31, 2024

STORMWATER SDC FUND

ASSETS

445-1110	ALLOCATED CASH	8,212.83	
445-1115	CASH IN BANK - LGIP	83,899.60	
	TOTAL ASSETS		92,112.43

LIABILITIES AND EQUITY

FUND EQUITY

445-3100	BEGINNING FUND BALANCE	89,310.31	
	REVENUE OVER EXPENDITURES - YTD	2,802.12	
	BALANCE - CURRENT DATE	2,802.12	
	TOTAL FUND EQUITY		92,112.43
	TOTAL LIABILITIES AND EQUITY		92,112.43

CITY OF LOWELL  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

STORMWATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>					
445-315-4125 INTEREST EARNED	377.38	783.12	2,500.00	1,716.88	31.3
TOTAL INVESTMENT EARNINGS	377.38	783.12	2,500.00	1,716.88	31.3
<u>SDC REVENUE</u>					
445-345-4545 STORM DRAINAGE SDC	673.00	2,019.00	5,000.00	2,981.00	40.4
TOTAL SDC REVENUE	673.00	2,019.00	5,000.00	2,981.00	40.4
TOTAL FUND REVENUE	1,050.38	2,802.12	7,500.00	4,697.88	37.4

CITY OF LOWELL  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

STORMWATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
<u>CAPITAL OUTLAY</u>					
445-700-8560 STORMWATER IMPROVEMENTS	.00	.00	96,645.00	96,645.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	96,645.00	96,645.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	96,645.00	96,645.00	.0
TOTAL FUND EXPENDITURES	.00	.00	96,645.00	96,645.00	.0
NET REVENUE OVER EXPENDITURES	1,050.38	2,802.12	( 89,145.00)	( 91,947.12)	3.1

CITY OF LOWELL  
 BALANCE SHEET  
 AUGUST 31, 2024

WATER RESERVE FUND

ASSETS

520-1110	ALLOCATED CASH	9,404.33	
520-1115	CASH IN BANK - LGIP	32,929.19	
	TOTAL ASSETS		42,333.52

LIABILITIES AND EQUITY

FUND EQUITY

520-3100	BEGINNING FUND BALANCE	41,933.08	
	REVENUE OVER EXPENDITURES - YTD	400.44	
	BALANCE - CURRENT DATE	400.44	
	TOTAL FUND EQUITY		42,333.52
	TOTAL LIABILITIES AND EQUITY		42,333.52

CITY OF LOWELL  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

WATER RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
520-315-4125	INTEREST EARNED	148.23	400.44	1,500.00	1,099.56	26.7
	TOTAL INVESTMENT EARNINGS	148.23	400.44	1,500.00	1,099.56	26.7
	TOTAL FUND REVENUE	148.23	400.44	1,500.00	1,099.56	26.7

CITY OF LOWELL  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

WATER RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
520-900-9892 RESERVED FOR WATER BOND PYMT	.00	.00	43,382.00	43,382.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	43,382.00	43,382.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	43,382.00	43,382.00	.0
TOTAL FUND EXPENDITURES	.00	.00	43,382.00	43,382.00	.0
NET REVENUE OVER EXPENDITURES	148.23	400.44	( 41,882.00)	( 42,282.44)	1.0

CITY OF LOWELL  
 BALANCE SHEET  
 AUGUST 31, 2024

SEWER RESERVE FUND

ASSETS

521-1110	ALLOCATED CASH	5,755.63	
521-1115	CASH IN BANK - LGIP	10,976.35	
	TOTAL ASSETS		16,731.98

LIABILITIES AND EQUITY

FUND EQUITY

521-3100	BEGINNING FUND BALANCE	16,598.41	
	REVENUE OVER EXPENDITURES - YTD	133.57	
	BALANCE - CURRENT DATE	133.57	
	TOTAL FUND EQUITY		16,731.98
	TOTAL LIABILITIES AND EQUITY		16,731.98

CITY OF LOWELL  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

SEWER RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INVESTMENT EARNINGS</u>						
521-315-4125	INTEREST EARNED	49.45	133.57	500.00	366.43	26.7
	TOTAL INVESTMENT EARNINGS	49.45	133.57	500.00	366.43	26.7
	TOTAL FUND REVENUE	49.45	133.57	500.00	366.43	26.7

CITY OF LOWELL  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2024

SEWER RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER REQUIREMENTS</u>					
<u>OTHER REQUIREMENTS</u>					
521-900-9892 RESERVED FOR SEWER BOND PYMT	.00	.00	17,081.00	17,081.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	17,081.00	17,081.00	.0
TOTAL OTHER REQUIREMENTS	.00	.00	17,081.00	17,081.00	.0
TOTAL FUND EXPENDITURES	.00	.00	17,081.00	17,081.00	.0
NET REVENUE OVER EXPENDITURES	49.45	133.57	( 16,581.00)	( 16,714.57)	.8



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

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**To:** Mayor Bennett and City Council  
**From:** Jeremy Caudle, City Administrator  
**Date:** Monday, October 21, 2024  
**Re:** Administrator's report for October

# MEMO

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This report covers activities since the September 17 regular meeting.

## **E-permitting project**

- We are live with ePermitting as of October 21. Starting today, all building permit applications and land use applications will be processed entirely online through the state's ePermitting portal.

## **E. 1<sup>st</sup> Street**

- Wakeview Construction has completed the temporary repair to E. 1<sup>st</sup> St. This includes installation of two speed humps at both ends.

## **Sale of old City Hall**

- I have listed the old City Hall as for sale on the city website, as well as on Oregon Prospector. You can view the listing on Oregon Prospector at the following link.
- The process timeline indicates contract signing to occur after January 7, 2025, assuming the city receives by the specified deadline.
- I am still waiting on the broker's opinion of value.
- I met with outside legal counsel to review the process. The attorneys with whom I spoke are ready to assist in drafting the contract documents when we select a buyer.

[properties.zoomprospector.com/oregon/property/107-E-3rd-St-Lowell-Oregon/106F577A-B0C8-4F64-9469-FD54EDCD7F9E](https://properties.zoomprospector.com/oregon/property/107-E-3rd-St-Lowell-Oregon/106F577A-B0C8-4F64-9469-FD54EDCD7F9E)

## **Wastewater master plan**

- DEQ approved the wastewater master plan, which is on your agenda for review and possible approval.

### **Cybersecurity improvements**

- I have had several meetings with LCOG's Chief Technology Officer (CTO) on the .GOV migration project. This includes developing a scope of work for the project.
- LCOG's CTO has advised not to post details of that scope of work to reduce the risk of adverse effects from threat actors. Generally, though, the project will involve hosting the new .GOV domain, migrating the city's website and email addresses, and updating forms/business cards with the new email address.
- This project must be complete prior to our participation in future rounds of cybersecurity grant funding. We have until 2026 to complete the .GOV migration. However, to take advantage of the grant funding, we should complete this project within the next 6 months.
- This project will be at no cost to the city. LCOG is receiving the funds and completing the work. The only obligation from the city will be staff time to collaborate with LCOG, as well as time and materials to notify the public in the change of the web address and email addresses, as well as in updating forms and other documents.

### **Development activities**

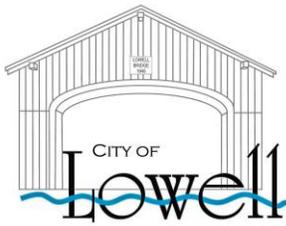
- I have spoken with the Sunset Hills developer about the steps needed to close out the subdivision. This will likely require an amended development agreement, which I will bring to you at a future date.
- I reviewed our first application for an ADU, and I sent it along to plan review with NW Code Pros.
- I spent a lot of time researching issues related to conduits within city rights-of-way, including reviewing records in our archives. The City Engineer, City Attorney, Public Works Director and I are scheduled to discuss this further on October 22. The question is related to how to determine who owns certain conduits. The answer to this question could make it easier for underground utilities to install their facilities if it's possible to share conduits.

### **Salary/benefit study**

- The Public Works Director and I met with the consultant who's going to be leading the salary/benefit study. At that meeting, we reviewed possible benchmark cities.

### **Other items**

- A low-voltage contractor inspected the City Hall/library fire alarm system on October 3.
- I completed a risk assessment with CIS on September 25. This occurs on a 3-year schedule. Soon, I expect to receive a report with a list of projects to mitigate risk and improve safety.



**Public Works Department**  
P.O. Box 490 Lowell, OR 97452  
Phone: 541-937-2157  
Email: [mbaker@ci.lowell.or.us](mailto:mbaker@ci.lowell.or.us)

---

**TO:** Mayor Bennett and Council  
**FROM:** Max Baker, Public Works Director  
**DATE:** October 22, 2024  
**SUBJECT:** Public Works Report

### **Streets and Parks**

Staff covered the top of the Caboose with a tarp to protect it from further damaged caused by rain.

Wakeview Construction completed the temporary paving of East 1<sup>st</sup> Street and added speed bumps at both ends.

Staff is still working on coordinating the repair of the stage roof at RR park.

### **Water Treatment Plant/Distribution**

On 10/3/24 C.A. Caudle, Mayor Bennet, PW Director Max Baker and Lead Water Operator Hunter Harris participated in a joint Legislative Water Caucus tour of Lookout Point/Reservoir and Lowell's Drinking water Treatment Facility. The purpose of this meeting was to increase familiarity with Lowell's situation regarding the drawdown of Lookout Point Reservoir, discuss opportunities and challenges, cultivate relationships and foster a spirit of partnership between different branches and levels of government. There were many people from different agencies in attendance.

Staff has reached out and scheduled a meeting with AWOP. AWOP is a network of partners including the U.S. EPA, state drinking water programs, Process Applications, Inc., and the Association of State Drinking Water Program Administrators (ASDWA). These partners have teamed up to implement a national Area Wide Optimization Program (AWOP). AWOP is a non-regulatory approach to identify and address performance limiting factors at surface water treatment plants. Their goal is to assist treatment plant operators and promote treatment optimization concepts.

If you would like more information, please see the link below.

<https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/DRINKINGWATER/OPERATIONS/TREATMENT/Pages/index.aspx#awop>

Staff completed and submitted the EPA mandated LCRR inventory. This was a huge undertaking that consumed most of Staff time the last couple of weeks. As anticipated, we did not find any Lead service lines in our system.

As most of you know, The City of Lowell exceeded the Lead Action Level of 15ppb during routine (every three years) sampling for Lead and Copper. More discussion to follow and next steps.

We have seen a slight increase in Turbidity in Dexter Reservoir, but nothing like this time last year.

All Algae samples continue to be non-detects.

Maggie Osgood Library

Monthly report for September 2024

Submitted by Peggy O'Kane, Library Director

### **September Activities**

During September I once again had to work around volunteer shortages and scheduling difficulties.

One large project was the addition of Lowell High School Yearbooks to the library collection. We received donations from individuals and from the school library. These yearbooks will be added to our digital repository as well as the physical collection. They do not circulate.

The Library Committee met with the three new members present. Tony Moreci was elected chair of the committee. Potential fundraisers and coming events were discussed.

I held a virtual meeting with Chris Peterson, the consultant hired to help us with the oral history project. We scheduled an in-person meeting for Oct. 10 and a public training session for November. I also ordered the recommended equipment.

Finally, at the end of the month we began to improve the cataloging for our non-fiction. This involves adding more detail to the call numbers and combining duplicate subject headings.

# Agenda Item Sheet

## City of Lowell City Council

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<b>Type of item:</b>	Discussion
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**Item title/recommended action:**

Support letter request for track and field proposal located near Orchard Park. – Discussion (15 minutes) Presenter: Jim Chapman – member of the Board of Directors, Lowell School District.
--

**Justification or background:**

Jim Chapman, member of the Lowell School District Board of Directors, requested an opportunity to present a track and field proposal to the City Council. Chapman has requested that the city consider submitting a support letter for the proposal. The proposed location is near Orchard Park.
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**Budget impact:**

N/A
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**Department or Council sponsor:**

N/A
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**Attachments:**

None
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<b>Meeting date:</b>	10/22/2024
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# Agenda Item Sheet

## City of Lowell City Council

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<b>Type of item:</b>	Discussion
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**Item title/recommended action:**

Parks and Recreation Committee proposal to rename Paul Fisher Park to Hall O'Regan Park. – Discussion (15 minutes) Presenter: Joe Brazill – Chairperson, Parks and Recreation Committee
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**Justification or background:**

At their last meeting, the Parks and Recreation Committee approved a motion to recommend renaming Paul Fisher Park to Hall O'Regan Park. As such, committee chair Joe Brazill is scheduled to present the committee's recommendation to City Council.
---

**Budget impact:**

N/A
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**Department or Council sponsor:**

Parks and Recreation Committee
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**Attachments:**

Statement from Chair Joe Brazill on the committee's recommendation.
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<b>Meeting date:</b>	10/22/2024
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The Parks and Recreation Committee recommends that we change the name of Paul Fisher Park to Hall O'Regan Park.

Hall watched over Paul Fisher Park for over 20 years. He was instrumental in developing the shade tree program so that there will be shade in the park for future generations. He was part of the Parks and Recreation Committee for years.

Hall's dedication to the parks in Lowell makes him stand out as a community member who went above and beyond for our city's parks. The Parks and Recreation Committee is honored to recommend this name change to honor one who was dedicated to this city and parks.

We ask the Lowell City Council to approve this recommendation changing the name of Paul Fisher Park to Hall O'Regan Park.

Joseph Brazill, Parks and Recreation Committee Chair

# Agenda Item Sheet

## City of Lowell City Council

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<b>Type of item:</b>	Resolution
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**Item title/recommended action:**

Motion to approve Resolution 837, "A resolution to adopt the September 2024 'Wastewater Facilities Plan' and directing staff to draft amendments to the 'Comprehensive Plan' to incorporate the 'Wastewater Facilities Plan.'" – Discussion/ Possible action Presenter: Clinton Cheney, PE – Project Manager, Civil West Engineering
---

**Justification or background:**

At your 3/5/2024 meeting, Civil West Engineering presented a 95% draft of the "Wastewater Facilities Plan." Following this meeting, staff and Civil West Engineering worked with the Oregon Department of Environmental Quality to secure their approval of the plan. On September 24, 2024, DEQ issued a letter to the city indicating their approval. Now that DEQ has approved the plan, staff have scheduled a presentation with Civil West Engineering to discuss what has changed since the council last reviewed the plan. Afterwards, staff request formal adoption of the plan by the City Council.
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**Budget impact:**

N/A
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**Department or Council sponsor:**

Public Works
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**Attachments:**

9/24/24 letter from DEQ; September 2024 "Wastewater Facilities Plan"
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<b>Meeting date:</b>	10/22/2024
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**CITY OF LOWELL, OREGON**

**RESOLUTION 837**

**A RESOLUTION TO ADOPT THE SEPTEMBER 2024 WASTEWATER FACILITIES PLAN AND DIRECTING STAFF TO DRAFT AMENDMENTS TO THE COMPREHENSIVE PLAN TO INCORPORATE THE WASTEWATER FACILITIES PLAN.**

---

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

**Section 1.** That the September 2024 “Wastewater Facilities Plan,” prepared by Civil West Engineering Services, Inc. and attached to this Resolution, is hereby adopted.

**Section 2.** Staff are directed to draft amendments to the City of Lowell’s “Comprehensive Plan” to incorporate the September 2024 “Wastewater Facilities Plan” into the “Comprehensive Plan.” Staff are directed to bring the draft “Comprehensive Plan” amendments to City Council for approval at a future meeting.

**Adopted by the City Council of the City of Lowell this \_\_\_\_ day of \_\_\_\_\_ 2024.**

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Don Bennett, Mayor

ATTEST:

\_\_\_\_\_  
Jeremy Caudle, City Recorder



September 24, 2024

Max Baker, Public Works Director  
City of Lowell  
P.O Box 490  
Lowell, OR 97452

Re: City of Lowell– DEQ Approval of 2024 Wastewater Facilities Plan  
WQ – Lane County  
NPDES# 101384 EPA Reference # OR002004-4

Dear Max Baker:

DEQ approves of the September 2024 revised Wastewater Facilities Plan for the City of Lowell. The revised plan was received electronically on September 17, 2024, from Clinton Cheney, P.E., with Civil West and adequately addresses DEQ's comments.

This approval is valid for five years. If implementation of this plan is not completed within five years of this letter, please consult DEQ Clean Water State Revolving Funds staff to ensure the proposed plan and issues are still timely. An update or new facilities plan may be required after five years.

Wastewater planning must comply with statewide land use goals and be consistent with locally acknowledged comprehensive land use plans. Please be aware that any land use or zoning changes may cause delays or require adjustment to the facility plan. In addition, DEQ will require an affirmative land use compatibility statement before reviewing the predesign report.

### **Overview of Plan**

The plan includes a review of the existing wastewater facilities including the collection system, treatment system, and waste sludge management. The need for the project is based on:

- 1) New regulations – The plan does not anticipate any new regulations that would affect future treatment requirements during the planning period. While the receiving water is water quality limited for mercury and temperature, reduction of these pollutants is typically accomplished by either source reduction for mercury or effluent trading for temperature. However, the plan recommends implementing a treatment alternative that would reduce ammonia in anticipation of potential future requirements.
- 2) Aging infrastructure: The plan describes age-related deficiencies in the wastewater system, including:
  - a. Deteriorated sewage collection system maintenance holes and gravity sewer pipe need to be replaced.
  - b. The aeration basin and chlorine contact basin were last upgraded in 1990 and these units are well past the typical 20-year usable life.

- c. Much of the treatment plant was last upgraded in 2004 and while it has been well maintained and in good condition, the equipment is now past the typical 20-year useful life.
- 3) Growth – The system needs some growth-related improvements. Sections of the gravity sewer system have bottlenecks that need to be upsized. The Alder Street pump station needs to be upsized to accommodate future growth.

The recommended alternative for wastewater treatment is:

- Convert the treatment from trickling filters to conventional activated sludge.
- Install a new blower for the aeration system that serves the solids stabilizations.
- Decommission the trickling filter and build a new secondary clarifier in its place.
- Replace the existing disinfection system with ultraviolet disinfection.
- Sludge drying bed improvements.

The recommended alternative for collection system improvements is:

- Upgrade the capacity of the Alder Street lift station.
- Upgrade the capacity of Moss Street gravity sewer.
- Implement an inflow and infiltration reduction program.

DEQ agrees that the recommended alternative will meet current regulatory requirements. The plan also includes provisions to address foreseeable future regulatory requirements.

### **What does this approval mean?**

DEQ's approval means that the plan satisfies the Clean Water State Revolving Fund planning requirement for an engineered planning document under Oregon Administrative Rule 340-054-0022(6)(a). This is not an approval for CWSRF funding. The City of Lowell may use this plan to apply for CWSRF funding for the projects in the plan. Funding agencies will need to review additional finance information to determine funding for the project(s). Additionally, DEQ's approval does not apply to USDA Rural Development, Business Oregon, and other funding agencies, who may require additional information and/or plan revisions.

### **Next steps**

If you have not already done so, the next step is to request a One Stop Financing Roundtable to determine funding alternatives. See <https://www.oregon.gov/biz/Publications/One-Stop.pdf> for more information.

While the plan provides preliminary information on environmental issues, it does not meet the requirements for a National Environmental Policy Act review as required if state or federal funds are sought to fund this project. The city will need to prepare a separate environmental review document. The contents of the environmental review document vary by funding agency. See *Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities* (<https://www.oregon.gov/deq/FilterDocs/FacilitiesPlansGuidelines.pdf>).

To avoid extra work and expense, DEQ recommends that the city wait to authorize final design until a pre-design report is reviewed and agreed upon by the city and DEQ. See DEQ's guidance

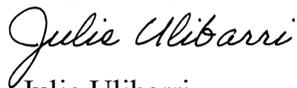
document “Guidelines for Writing Wastewater Engineering Design and Pre-Design Reports” (<https://www.oregon.gov/deq/FilterRulemakingDocs/div52-designrpts.pdf>). Additionally, DEQ requires the following in the predesign report:

- Rehabilitation of the collection system should be a top priority to accommodate growth over the next 20-year planning period. Please include collection system improvements in the predesign report.

If the project is a wastewater treatment project greater than \$10 million, please start the value engineering when the pre-design report is submitted to DEQ for review and approval.

DEQ looks forward to working with you on this project. Please address all submittals to my attention and contact me at 503-467-9441 or [julie.ulibbarri@deq.oregon.gov](mailto:julie.ulibbarri@deq.oregon.gov) if you have any questions.

Respectfully,



Julie Ulibarri  
Technical Specialist

cc: CWSRF File, DEQ Shared Folder

ec: Clinton Cheney, PE, FIRM  
Kenzie Billings  
Jon Gasik

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



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

Discussion on National Flood Insurance Program – Endangered Species Act Integration in Oregon. – Discussion

**Justification or background:**

This summer, staff received information from the Federal Emergency Management Agency (FEMA) on pre-implementation compliance measures (PICM) in the National Flood Insurance Program (NFIP). FEMA is implementing changes to the NFIP to comply with a biological opinion from the National Marine Fisheries Service on how the Endangered Species Act (ESA) affects development in flood hazard areas. The PICM are short-term measures on how participants in the NFIP can comply with ESA requirements. Since the city participates in the NFIP, it must select among the PICM adoptions.

Those options are:

- (1) Prohibit all new development in the floodplain
- (2) Incorporate the ESA into the local floodplain ordinances
- (3) Require property owners in a floodplain to develop a "Floodplain Habitat Assessment" documenting "no net loss"

Following this agenda sheet item is a FAQ from the Department of Land Conservation and Development (DLCD). The FAQ explains what led up to the PICM, and it details the options available to comply, as well as the land use implications of each option. Also following this agenda sheet item is a "Pre-implementation compliance measures overview" prepared by FEMA specific to Oregon.

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



Type of item:	Discussion
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FEMA's model flood plain ordinance with changes specific to the ESA is available at the following link. The city adopted this ordinance in 2021. The sections in yellow are changes to comply with the ESA.

[https://www.fema.gov/sites/default/files/documents/fema\\_r10\\_oregon-nfip-esa-model-ordinance\\_082024.pdf](https://www.fema.gov/sites/default/files/documents/fema_r10_oregon-nfip-esa-model-ordinance_082024.pdf)

The "Floodplain habitat assessment and mitigation" is available at the following link. If we go with PICM #3, this document outlines the steps that property owners in the floodplain will need to follow. The city will also likely need to amend its development code to add language pertaining to the floodplain habitat assessment documenting no net loss.

[https://www.fema.gov/sites/default/files/documents/fema\\_r10\\_oregon-habitat-assessment-guide\\_082024.pdf](https://www.fema.gov/sites/default/files/documents/fema_r10_oregon-habitat-assessment-guide_082024.pdf)

Lastly, the DLCD memo suggests implementing a temporary moratorium of development with the floodplain. Presumably, this temporary moratorium would last until 2025, which is when FEMA anticipates releasing its final rules. At that time, the city would make a final decision on how to comply with the ESA requirements with respect to flood hazard areas.

Note the discussion in the DLCD memo on the Measure 56 notice requirements and the potential for compensation to property owners under Measure 59. The memo states that both of the measures would likely apply under PICM options #2 and #3. While the Measure 56 notice requirement would likely apply under a temporary moratorium, the Measure 59 requirements would likely not apply in this situation.

The city must make a decision by December 1. If the city does not make a decision, then FEMA will assume that the city intends to proceed with PICM #3.

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



Type of item:	Discussion
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Staff recommend investigating PICM options #1 or #3. Most, if not all, of the floodplain in the city is already built out. A temporary moratorium could carve out exempt activities, such as normal maintenance of structures. The DLCD memo suggests referencing the activities listed in Section 6.3 of the model ordinance. Under these activities, normal home maintenance is allowed, provided that it does not change the building footprint.

The purpose of discussion at the October 22 meeting is to review the requirements and receive feedback from City Council on which direction to take this issue.

**Budget impact:**

N/A
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**Department or Council sponsor:**

Administration
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**Attachments:**

PICM compliance measures overview by FEMA; DLCD frequently asked questions
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<b>Meeting date:</b>	10/22/2024
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# Pre-Implementation Compliance Measures Overview

Beginning this summer, FEMA will assist communities with coming changes to the National Flood Insurance Program (NFIP) in Oregon.

## Why are the changes needed?

As the result of a Biological Opinion issued by the National Marine Fisheries Service, communities are required to demonstrate how floodplain development is compliant with the Endangered Species Act in Special Flood Hazard Areas. Changes are needed to protect the habitat of several species of fish and the Southern Resident killer whales to comply with the Endangered Species Act (ESA). FEMA outlined these changes in the [draft Oregon NFIP-ESA Implementation Plan](#).

## Current status

FEMA is evaluating proposed changes to the NFIP outlined in the Implementation Plan through an environmental impact statement (EIS), in compliance with the National Environmental Policy Act (NEPA).



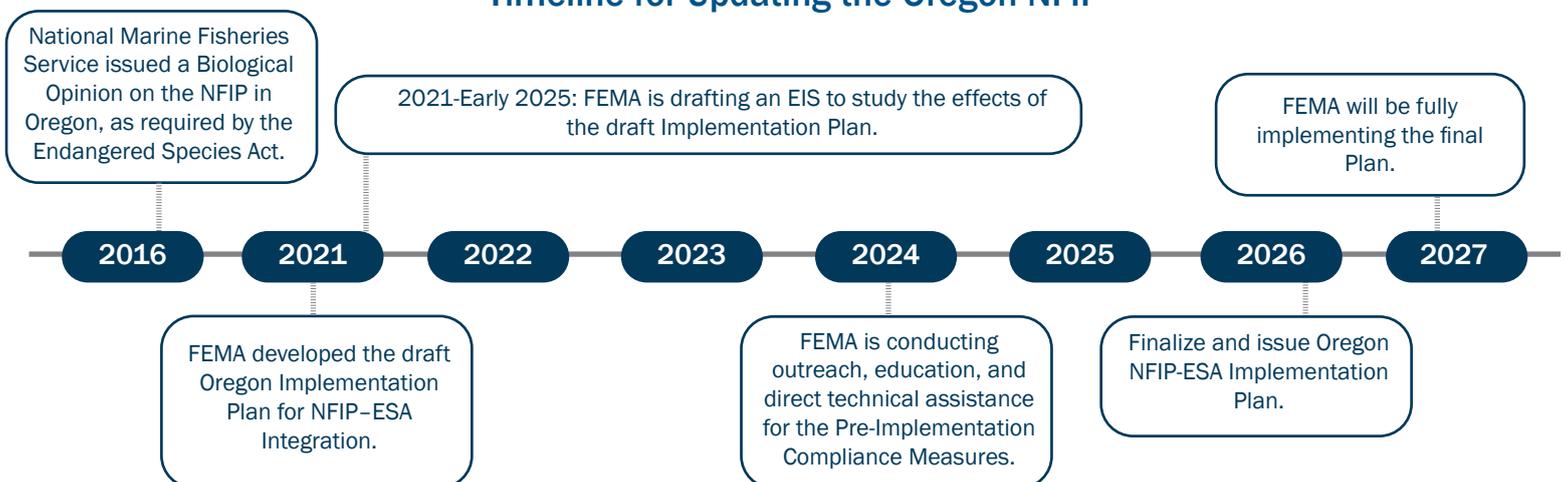
The National Flood Insurance Program serves to protect lives and property, while reducing costs to taxpayers due to flooding loss.

### What is “no net loss”?

Any development action resulting in negative impacts to one or more key floodplain functions that are then mitigated or avoided to offset said impacts.

The Final Implementation Plan is anticipated by 2026 following the Record of Decision in the EIS process, then FEMA will fully implement the plan in 2027. Until then, communities need to begin taking action to protect habitat and achieve “no net loss.” FEMA is offering several resources for communities to learn more and implement interim measures, called Pre-Implementation Compliance Measures (PICMs).

## Timeline for Updating the Oregon NFIP



## What can communities do to comply with these changes?

Oregon communities participating in the NFIP can take short-term measures to comply with ESA requirements, known as PICMs. FEMA developed these measures in response to concerns from communities about the time and resources needed to meet requirements and ensure their future good standing in the NFIP. By implementing these measures now, communities will be better prepared for compliance audits, which will begin when the Final Implementation Plan is in place.

### Communities can select one of the following three PICMs:

- Prohibit all new development in the floodplain.
- Incorporate the ESA into local floodplain ordinances.
- Require permit applicants to develop a Floodplain Habitat Assessment documenting that their proposed development in the Special Flood Hazard Area will achieve “no net loss.”

Communities must report to FEMA on their implementation of interim measures.

In addition to the above measures, as of August 1, 2024, FEMA is temporarily suspending processing applications for Letters of Map Revision based on Fill (LOMR-Fs) and Conditional Letters of Map Revision based on Fill (CLOMR-Fs) in NFIP communities to avoid potentially negative effects on ESA-listed species.

### FEMA is here to support your community.

FEMA is offering several resources to assist communities in preparing for the Oregon NFIP-ESA Implementation Plan.

- **Informational Webinars (Summer 2024):** Learn about what FEMA is doing to revise the Implementation Plan and receive an introduction to the PICMs.
- **Questionnaire (Summer 2024):** Share what floodplain management measures your community is currently implementing to comply with the ESA, which PICMs you’re most interested in, and what support you need. Your feedback will help us plan the fall workshops and identify needs for technical assistance.
- **Workshops (Fall 2024):** Get an in-depth look at PICMs and talk through questions and concerns with FEMA staff.
- **Technical Assistance (Begins in Fall 2024):** Get support from FEMA to begin implementing PICMs.

### Learn more and participate

Visit [www.fema.gov/about/organization/region-10/oregon/nfip-esa-integration](https://www.fema.gov/about/organization/region-10/oregon/nfip-esa-integration) to read the latest information about NFIP-ESA Integration in Oregon.

You can also contact us at [FEMA-R10-MIT-PICM@fema.dhs.gov](mailto:FEMA-R10-MIT-PICM@fema.dhs.gov)



# Frequently Asked Questions about Pre-Implementation Compliance Measures

October 4, 2024

**Disclaimer:** This FAQ is general guidance based on the information available to DLCDC staff at this time. It is not a DLCDC decision. It is not legal advice for any specific situation. Cities and counties should consult their legal counsel for advice on specific decisions.

## Table of Contents

- What are “Pre-Implementation Compliance Measures”? ..... 1
- What led up to PICM?..... 2
- What is the role of the Oregon Department of Land Conservation and Development in PICM? ..... 2
- What does a city or county need to do now?..... 3
- Does Pathway 3 “Prohibit floodplain development” require a moratorium? ..... 3
- Is a “Measure 56 Notice” required for PICM short-term options?..... 5
- Will the state waive legislative adoption requirements? ..... 6
- What if a city or county cannot complete the ordinance process by December 1, 2024? ..... 7
- Is the model ordinance clear & objective? ..... 7
- What is changing for cities and counties for letters of map revision based on fill? ..... 7
- Are there any Measure 49 implications to adopting the PICM model ordinance? ..... 8
- Where can I find additional information or ask questions about PICM? ..... 9
- What if a city or county received a PICM letter in error, or did not receive a PICM letter?..... 10
- What area does the BiOp cover? ..... 10

## What are “Pre-Implementation Compliance Measures”?

In July 2024, the Federal Emergency Management Agency (FEMA) sent a letter to cities and counties in Oregon instructing them to make short term changes to how the city or county regulates development

in flood hazard areas. FEMA describes these short-term actions as “pre-implementation” because they are occurring before FEMA fully implements long-term changes to the National Flood Insurance Program (NFIP) to comply with the Endangered Species Act.

## What led up to PICM?

In 2009, environmental advocacy organizations sued the Federal Emergency Management Agency (FEMA) alleging that FEMA violated the Endangered Species Act by not consulting with National Marine Fisheries Services (NMFS) about how the National Flood Insurance Program (NFIP) could jeopardize threatened species. FEMA resolved the lawsuit by formally consulting with NMFS to review the impact of the NFIP. In April 2016, NMFS issued its [Biological Opinion](#) (BiOp) that concludes that the NFIP in Oregon jeopardizes the survival of several threatened species, including salmon, sturgeon, eulachon, and orcas. The BiOp contained a reasonable and prudent alternative (RPA) with recommendations from NMFS to FEMA on how to avoid jeopardizing the threatened species. In October 2021, FEMA issued a draft implementation plan on how to reduce the negative impacts of the NFIP on threatened species.

In 2023, FEMA started reviewing the draft implementation plan using a National Environmental Policy Act (NEPA) process, which is still underway. Under the NEPA process FEMA will analyze whether there are additional alternatives or changes to the 2021 draft implementation plan to consider.

In September 2023, environmental advocacy organizations filed a lawsuit alleging that FEMA has been too slow to implement the BiOp. Plaintiffs included the [Center for Biological Diversity](#), the [Northwest Environmental Defense Center](#), [Willamette Riverkeeper](#), and [The Conservation Angler](#). See also coverage in the [Oregonian](#).

In July 2024, FEMA announced a new program of pre-implementation compliance measures (PICM or short-term measures) for the BiOp, separate from the NEPA full implementation (long-term measures) process. FEMA hosted four [PICM webinars](#) in July and August, and is planning additional outreach to assist NFIP communities in the fall of 2024. Some of the PICM pathways are included in the 2016 BiOp under RPA, element 2.

FEMA now has two separate, but similar processes: NEPA evaluation of the full implementation plan, and interim action through PICM. FEMA’s webpage [“Endangered Species Act Integration in Oregon”](#) contains information about both processes, but does not clearly distinguish between the two processes.

## What is the role of the Oregon Department of Land Conservation and Development in PICM?

FEMA and the state provide funds to the Oregon Department of Land Conservation and Development (DLCD) for staff to help cities and counties participate in the NFIP. DLCD floodplain staff do not set program policies and cannot make decisions on behalf of FEMA. As FEMA provides more information about what they are requiring through PICM, DLCD floodplain staff will try to explain the program to cities and counties.

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Frequently Asked Questions about Pre-Implementation Compliance Measures

While the floodplain staff at DLCD have a coordinating role communicating with FEMA, cities and counties are always free to communicate directly with FEMA staff. In this role, DLCD staff provided feedback on the full implementation plan (long-term measures) through the NEPA process. DLCD staff provided information about how the land use planning system in Oregon would affect the full implementation plan. DLCD did not have an opportunity to play a similar role while FEMA developed PICM.

On September 26, 2024, Governor Tina Kotek sent a [letter to FEMA](#) expressing concerns about PICM, similar to concerns raised in a [letter from members of congress](#) in August. DLCD will work with FEMA to address the governor's concerns.

### **What does a city or county need to do now?**

FEMA is requiring cities and counties to select one of three PICM short-term paths by December 1, 2024:

- Pathway 1: Adopt the [PICM model floodplain management ordinance](#) that considers impacts to fish habitat and requires mitigation to a no net loss standard.
- Pathway 2: Review individual development proposals and require permit-by-permit habitat mitigation to achieve no net loss using "Floodplain Habitat Assessment and Mitigation" guidance from FEMA.
- Pathway 3: Prohibit all new development in the floodplain.

FEMA is also requiring cities and counties to gather additional data on local floodplain permitting starting January 31, 2025, and submit an annual report to FEMA starting January 2026.

If a city or county does not choose a PICM path by December 1, 2024, then FEMA expects the city or county to use Pathway 2 for permit-by-permit habitat assessment and mitigation.

Once local planning staff review the FEMA documents ([PICM model ordinance](#) and [habitat assessment guidance](#)), planning staff may want to discuss the PICM paths with other internal local staff, and their local legal counsel. A starting point could be to determine how much developable land is within the Special Floodplain Hazard Area (SFHA). With that data to inform local decision making, staff might want to report to decision makers and the public explaining the situation and may find this FAQ useful as background. An informational work-session could be helpful to explore options for what may or may not work at the local level. DLCD staff ([regional representatives](#) and [flood hazards staff](#)) are available for technical assistance; however, many questions will need to go to FEMA. Use the dedicated email address: [FEMA-R10-MIT-PICM@fema.dhs.gov](mailto:FEMA-R10-MIT-PICM@fema.dhs.gov).

### **Does Pathway 3 "Prohibit floodplain development" require a moratorium?**

No. A city or county has at least two options for prohibiting development in the special flood hazard area: temporary moratorium or permanent rezoning.

### *Option A: Temporary Moratorium*

[ORS 197.520 to 197.540](#) defines a process for a city or county to declare a moratorium to temporarily prevent all development in a specific area. Typically, a city or county would declare a moratorium where there are insufficient public facilities, which would not apply in this case. ORS 197.520(3) allows a different type of moratorium if a city or county demonstrates there is a compelling need based on the findings below:

For urban or urbanizable land:

- That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas;
- That the moratorium is sufficiently limited to ensure that a needed supply of affected housing types and the supply of commercial and industrial facilities within or in proximity to the city or county are not unreasonably restricted by the adoption of the moratorium;
- Stating the reasons alternative methods of achieving the objectives of the moratorium are unsatisfactory;
- That the city or county has determined that the public harm which would be caused by failure to impose a moratorium outweighs the adverse effects on other affected local governments, including shifts in demand for housing or economic development, public facilities and services and buildable lands, and the overall impact of the moratorium on population distribution; and
- That the city or county proposing the moratorium has determined that sufficient resources are available to complete the development of needed interim or permanent changes in plans, regulations or procedures within the period of effectiveness of the moratorium.

For rural land:

- That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas;
- Stating the reasons alternative methods of achieving the objectives of the moratorium are unsatisfactory;
- That the moratorium is sufficiently limited to ensure that lots or parcels outside the affected geographical areas are not unreasonably restricted by the adoption of the moratorium; and
- That the city or county proposing the moratorium has developed a work plan and time schedule for achieving the objectives of the moratorium.

Moratoriums are legally complicated. This description is only a summary of the law. A city or county should consult carefully with their legal counsel to determine whether and how a moratorium would work in their specific situation, and to review the applicable timelines for which a moratorium may be in place and circumstances for extending a moratorium.

#### *Option B: Permanent Rezoning*

A city or county could permanently rezone the land within the special flood hazard area to a zone that would not permit development. This would not be appropriate for all cities and counties, but could be appropriate if the area in the SFHA is relatively small, unlikely to develop, or publicly owned.

### **Is a “Measure 56 Notice” required for PICM short-term options?**

Most likely yes, but cities and counties should consult with their legal counsel on how the notification requirements apply in the specific local circumstances.

#### *Background on Measure 56 Notices*

Cities and counties in Oregon are required to send a notice to landowners before “rezoning” property. This requirement was originally enacted through Ballot Measure 56 in 1998, and is codified in [Oregon Revised Statutes \(ORS\) 227.186](#) for cities and [ORS 215.503](#) for counties. The requirement uses a broad definition of rezoning that includes any change that “limits or prohibits land uses previously allowed.” DLCDC maintains a [webpage on the landowner notification requirement](#).

#### *Pathway 1 – Model ordinance*

Cities and counties staff should carefully review current zoning and development regulations for property within the SFHA. If properties are zoned for open space or conservation, then the [PICM model ordinance](#) might not further limit uses.

If properties are zoned for residential, commercial or industrial use, the [PICM model ordinance](#) would likely limit those uses, and the Measure 56 notification requirement could apply. Most local floodplain codes require owners to obtain a permit for development in the floodplain. Permit processing varies for each city or county. Oregon’s model floodplain Ordinance (version 2020) meets minimum NFIP standards. However, the updated [PICM model ordinance](#) contains new standards in section 6.0 (highlighted in yellow) which could limit currently allowed uses, in which case the Measure 56 notification requirement would apply.

#### *Pathway 2 – Permit-by-permit habitat assessment and mitigation*

Cities and counties should carefully review any existing requirements for habitat mitigation. Most cities and counties do not require mitigation for habitat impacts, so the city or county would be adopting a new ordinance to require assessment and mitigation for development in flood hazard areas. These new development regulations would most likely limit currently allowed uses, and thus the Measure 56 notification requirement would apply.

### *Pathway 3 – Prohibit floodplain development*

If a city or county declares a temporary moratorium under ORS 197.520 to 197.540, then the Measure 56 notification requirements would likely apply because a moratorium would limit or prohibit uses that would otherwise be allowed.

If a city or county rezones land or amends development regulations to permanently prohibit development within the SFHA, then the city or county should carefully review the previous zoning and allowed uses for each parcel. If some properties were previously zoned for open space or conservation, then the prohibition on development is not likely to be a limitation on future use. If some properties are zoned for residential, commercial or industrial use, then the prohibition on development would limit those uses, and thus the Measure 56 notification requirement would apply.

A city or county may not want to completely prohibit all development in the floodplain and may want to think about explicitly adding in activities exempt from the no net loss standards as listed in section 6.3 of the [PICM Model Ordinance](#). Some of the exempt activities include normal maintenance of structures, street repairs, habitat restoration activities, routine agricultural practices, and normal maintenance of above ground utilities and would still require a local floodplain development permit. However, if a city or county wishes to include activities beyond those listed in section 6.3, then the city or county will likely need to adopt the model ordinance or require permit-by-permit habitat mitigation for the uses that are still allowed. It may be simpler to choose pathway 1 (model ordinance) or pathway 2 (permit-by-permit) instead. Cities and counties should communicate with FEMA about any exemptions.

### **Will the state waive legislative adoption requirements?**

Each city or county has its own requirements for adopting an ordinance. The state has no authority to waive those requirements.

[ORS 197.610 through 197.625](#) requires cities and counties to submit notice to DLCDC 35 days before the first hearing to adopt a change to a comprehensive plan or a land use regulation. The statute does not authorize DLCDC to waive this requirement. If it is not possible to send the notice 35 days prior to the hearing, cities and counties should send the notice as soon as possible. The notice can include a draft ordinance that will be revised before adoption. If a city or county does not provide notice 35 days prior to the hearing, this does not invalidate the ordinance. A party that did not appear before the local government in the proceedings would be allowed to appeal the ordinance.

DLCDC has no authority to waive the required Measure 56 notification to landowners that is described above.

## What if a city or county cannot complete the ordinance process by December 1, 2024?

Start the process of evaluating the PICM pathways as soon as possible. Keep FEMA informed via their PICM inbox [FEMA-R10-MIT-PICM@fema.dhs.gov](mailto:FEMA-R10-MIT-PICM@fema.dhs.gov) regarding your PICM path and progress.

Send questions to FEMA early in the process to give them time to respond, and document when replies are received.

Communicate often to FEMA to update them on your status and expected adoption date.

## Is the model ordinance clear & objective?

### *Background on Clear and Objective Standards*

Oregon Revised Statutes [197A.400](#) requires cities and counties to:

“adopt and apply only clear and objective standards, conditions and procedures *regulating the development of housing*, including needed housing, on land within an urban growth boundary.”  
[emphasis added.]

The legislature amended this statute to include areas within unincorporated communities and rural residential zones. The amendment takes effect on July 1, 2025.

### *Reviewing Model Ordinances*

DLCD plans to review the existing [Oregon Model Flood Hazard Ordinance](#) to identify standards for residential development that may not be clear and objective. Over the past year, DLCD also reviewed an early draft of the model ordinance in the NEPA process for the full implementation of the BiOp. DLCD identified several aspects of that early draft model ordinance that may not be clear and objective and suggested that FEMA revise those aspects. DLCD has not yet determined whether the [PICM Model Ordinance](#) has only clear and objective standards.

## What is changing for cities and counties for letters of map revision based on fill?

FEMA has temporarily suspended processing of applications for letters of map revision based on fill (LOMR-F) and conditional letters of map revision based on fill (CLOMR-F) as of **August 1, 2024**. FEMA is doing this to remove any perceived incentive to using fill and to avoid potentially negative effects on habitat for threatened species.

FEMA is not prohibiting fill in the SFHA, rather they are suspending the opportunity for owners or developers to revise floodplain maps to be released from mandatory flood insurance. Therefore, if fill is used for structure elevation and there is a federally backed mortgage on the property, flood insurance will still be required. Cities and counties should continue to enforce their existing floodplain ordinance on regulations regarding placement of fill in flood hazard areas.

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[Frequently Asked Questions about Pre-Implementation Compliance Measures](#)

If an applicant asks for a community acknowledgement form (CAF) for a CLOMR-F or LOMR-F for a project not covered in the exceptions below, it would be wise to [contact FEMA](#) before signing.

Exceptions for L/CLOMR-F processing:

- Projects that are undergoing Section 7 consultation via an alternative federal nexus
- LOMR-Fs for already processed CLOMR-Fs
- CLOMRs required for habitat restoration projects

## **What are the Measure 49 implications to the PICM pathways?**

Measure 49 could apply in some situations, but it is unlikely that a city or county would have to pay compensation to a landowner. Cities and counties should consult with their legal counsel to analyze their specific situation.

### *Background:*

[Ballot Measure 49](#) was approved by Oregon voters in 2007. Its initial impact was on property owners who acquired their property before land use regulations were established in the 1970's and 1980's. In many cases, those owners were permitted to build up to three houses, even though the current zoning would not allow new houses.

Measure 49 also applies to future changes in land use regulations. Those provisions are codified in [ORS 195.300 to 195.336](#). If a state or local government enacts a land use regulation that restricts a residential use and reduces the fair market value of a property, then the owner can apply for just compensation. The compensation can be monetary, or a waiver to allow the owner to use the property without applying the new land use regulation. This requirement does not apply if the new regulation is for the protection of public health and safety.

### *Pathway 1 – Model ordinance*

If a property owner applied for just compensation as a result of a city or county adopting the PICM model ordinance, the city or county would process the claim as provided in ORS 195.300 through 314. This includes evaluating the claim to determine whether it is valid, and then deciding whether to waive the regulation or pay monetary compensation.

First, determine whether the claimant owned the property before the city or county adopted the new regulations in the model ordinance.

Next determine whether the new regulations restrict the use of the property for single-family dwellings. The statute does not include a specific definition of “restrict” in this context. If the new ordinance has the effect of completely prohibiting residential use, then it clearly restricts the use. If the new ordinance allows single-family dwellings, but places design standards or conditions of development, these likely do not restrict the use.

Next, determine whether the regulations “restrict or prohibit activities for the protection of public health and safety” as provided in ORS 195.305(3)(b). Many aspects of regulating floodplains are based on safety; however, some of the regulations in the [PICM model ordinance](#) are based on improving fish habitat. This could result in complicated analysis to determine whether the habitat requirements restrict development beyond the restriction already created by regulations based on safety.

Next, review the property appraisals submitted by the claimant to determine whether the property value was actually reduced. Property in a flood hazard area may already have a low value. The property may still have value for agricultural use which would offset the loss due to the regulation.

If a property owner has a valid claim, then the city or county would decide to pay monetary compensation or to waive some regulations. The city or county is not required to waive all regulations, only “to the extent necessary to offset the reduction in the fair market value of the property” ORS 195.310(6)(b). The city or county could still apply regulations based on safety, and could still apply regulations that existed prior to adopting the [PICM model ordinance](#).

#### *Pathway 2 – Permit-by-permit habitat assessment and mitigation*

The results would be similar to pathway 1. In most cases the habitat mitigation requirement would not prevent development, and the owner would likely not be entitled to just compensation. If the habitat mitigation requirements did prevent development, then the owner could apply for just compensation. The city or county would use the steps described above to determine whether it is a valid claim, and decide to waive some of the requirements, or pay monetary compensation.

#### *Pathway 3 – Prohibit floodplain development*

A temporary moratorium would likely not lead to a claim for just compensation because it is not a new land use regulation. Also, a temporary moratorium is unlikely to significantly affect fair market value because potential buyers know that the moratorium will end.

Rezoning to prohibit all development within the SFHA would likely be a basis for a claim for just compensation, especially for a property entirely within the SFHA. If a property includes area inside and outside the SFHA, and the owner could still develop the same number of dwellings in a different location, then the owner would likely not be able to make a claim for just compensation.

The city or county would use the steps described above to determine whether it is a valid claim, and decide to waive some of the requirements, or pay monetary compensation.

### **Where can I find additional information or ask questions about PICM?**

FEMA has a webpage for [Endangered Species Act Integration in Oregon](#). Email questions to the PICM email address: [FEMA-R10-MIT-PICM@fema.dhs.gov](mailto:FEMA-R10-MIT-PICM@fema.dhs.gov).

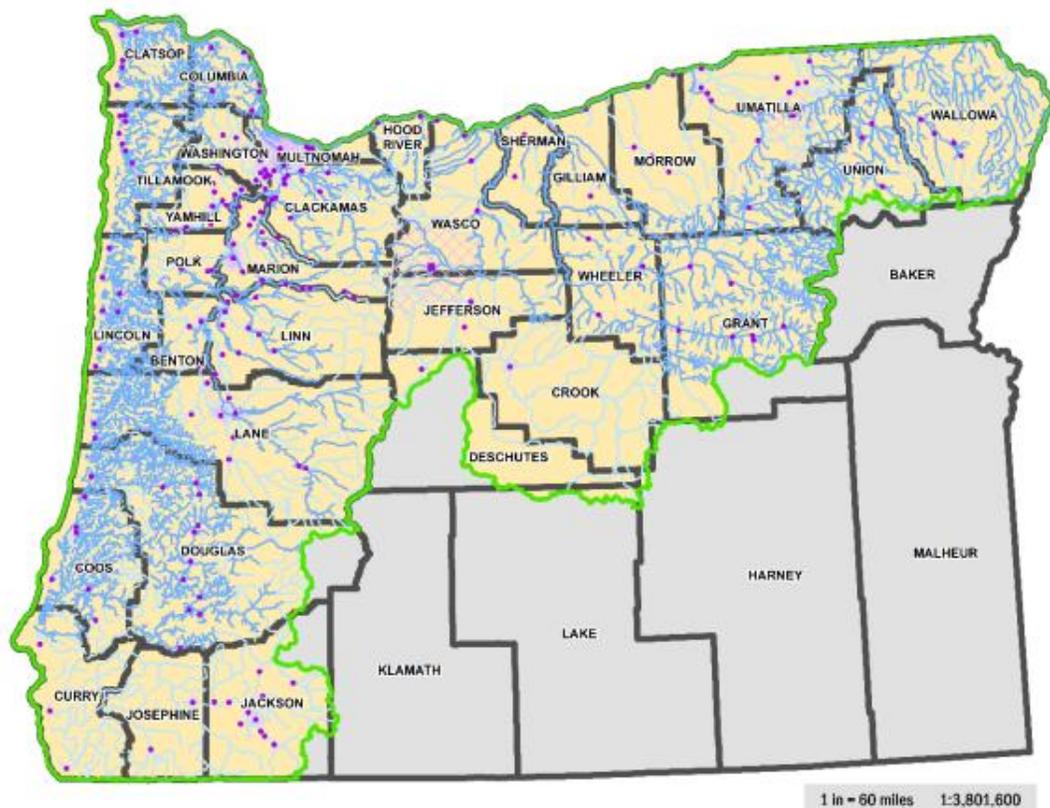
While DLCD staff are not responsible for PICM implementation, we are available to offer technical assistance. Email or call Oregon’s NFIP Coordinator at DLCD, Deanna Wright, [deanna.wright@dlcd.oregon.gov](mailto:deanna.wright@dlcd.oregon.gov), 971-718-7473.

### What if a city or county received a PICM letter in error, or did not receive a PICM letter?

Staff may contact FEMA’s PICM inbox at: [FEMA-R10-MIT-PICM@fema.dhs.gov](mailto:FEMA-R10-MIT-PICM@fema.dhs.gov) to receive the letter, or you may contact DLCD staff. FEMA staff sent the email announcements to the city or county floodplain staff and the letter was mailed to each individual city or county chief elected officer. If you believe your community is outside of the BiOp action area (map instructions below), but you received a PICM letter, please contact FEMA PICM inbox for verification.

### What area does the BiOp cover?

Below is a snapshot image of the Oregon NFIP BiOp Action Area:



**OREGON NFIP BIOP ACTION AREA**

2021.09.28

The BiOp is applicable in Special Flood Hazard Areas (SFHA) within the mapped salmon recovery domains for Oregon communities that participate in the NFIP. The BiOp covers approximately 90 percent of participating Oregon NFIP communities but does not apply to five counties.

[NOAA Fisheries GIS mapping application tool](#)

FEMA has published [directions](#) on how to determine if a proposed development or project area is within the BiOp area.

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



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

Motion to approve Resolution 838, "A resolution amending the Building Inspection Program 'Operating Plan' to add policies on e-permitting and refunds and making other changes." – Discussion/ Possible action

**Justification or background:**

The city last updated the "Operating Plan" for our Building Inspection Program on January 24, 2022 with the adoption of Ordinance 306. Those updates were necessary to reflect changes in state law due to Senate Bill 866.

Updates are now needed to reflect changes due to our participation in the ePermitting program. The changes include adopting a policy on fee refunds, changing the application procedure to include electronic submissions, and other miscellaneous changes to clean up the plan.

Following this agenda item sheet is a redlined version of the updated plan. The redlined version shows what has changed for ease of comparison. Upon plan adoption, staff will file a final, cleaned version of the plan in the city's office and online.

**Budget impact:**

N/A

**Department or Council sponsor:**

Building

**Attachments:**

Building inspection program operating plan

Meeting date:	10/22/2024
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**CITY OF LOWELL, OREGON**

**RESOLUTION 838**

**A RESOLUTION AMENDING THE BUILDING INSPECTION PROGRAM "OPERATING PLAN" TO ADD POLICIES ON E-PERMITTING AND REFUNDS AND MAKING OTHER CHANGES.**

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

**Section 1.** That the Building Inspection Program "Operating Plan" attached to this Resolution is hereby adopted and supersedes all prior versions.

**Adopted by the City Council of the City of Lowell this \_\_\_\_ day of \_\_\_\_\_ 2024.**

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Don Bennett, Mayor

ATTEST:

\_\_\_\_\_  
Jeremy Caudle, City Recorder



**CITY OF LOWELL**

**BUILDING INSPECTION  
PROGRAM**

**OPERATING PLAN**

Revised ~~January 24, 2022~~ October 22, 2024

**918-020-0080 Delegation of Building Inspection Programs**

The division and every municipality that administers and enforces a building inspection program or desires to assume responsibility to administer and enforce a building inspection program shall prepare an operating plan describing the manner in which the municipality or the division will do so. The operating plan shall establish specific processes and goals, consistent with the program standards described in ORS 455.153 and OAR 918-020-0090

This operating plan was developed and is maintained to comply with the above administrative rule. The plan is on file with the State of Oregon Building Codes Division, has been distributed to surrounding jurisdictions and is available through this office upon request.

This plan reflects the standards, policies, procedures and services administered and offered through the City of Lowell (City). The plan is required to be updated as necessary to reflect service changes. Any questions related to this plan should be directed to:

Dave Mortier  
Building Official  
144 E 14th Ave  
Eugene, OR 97401

Phone: 541.484.9043 #216

Email: [DaveM@nwcodepros.com](mailto:DaveM@nwcodepros.com)

## **ADMINISTRATIVE STANDARDS – OAR 918-20-0090(1)**

### **FUNDS – OAR 918-20-0090(1)(a)**

The Building Department of the City of Lowell (City) operates through segregated accounts maintained within the General Fund. All plan review, surcharge revenue and permit revenues are deposited into this fund and all division expenditures are from this fund.

Permit and plan review fees are collected and distributed by account number. Separate accounts, allowing tracking for both revenues and expenditures are established for all individual processes including, building, mechanical, plumbing, electrical, plan review, manufactured dwellings, code compliance, special inspections, re-inspections, surcharges. All fees collected by the Building Department in connection with the administration and enforcement of building inspection programs will be used only for the administration and enforcement of those respective programs. Surpluses carried forward must be used only for the building inspection program and/or for the payment of any deficits or liabilities accrued to the program.

Fees charged for construction, alteration and repair of structures and buildings and the installation of mechanical, heating, and ventilating devices, electrical installations, plumbing installations and applicable appliances and equipment and the reconstruction, alteration and repair of prefabricated structures shall be in accordance with the current fee schedules. Revenues generated from permit fees are intended to cover the reasonable and necessary costs of carrying out effective administration and enforcement of the respective inspection programs.

In accordance with OAR 918-050-0100(1)(c), the per-square-foot value will be determined via the International Codes Council (ICC) Valuation Table .as published on April 1st of each year or the most recently published table as of April 1st. Permit fee schedules and a copy of the ICC Valuation tables are available at the City of Lowell, City Hall, located at 107 E. 3<sup>rd</sup> St., Lowell, Oregon.

### **EQUIPMENT AND RESOURCES – OAR 918-20-0090(1)(a)**

All staff members are provided with the equipment and other resources needed to complete their work in an efficient and service-oriented manner.

### **STAFF AUTHORITY AND RESPONSIBILITIES - OAR 918-20-0090(1)(b)**

#### **Building Official**

Per the City's contractual agreement with NorthWest Code Professionals, LLC (NWCP), the Contract Building Official is responsible for the management of the

building and safety program. The Contract Building Official conducts all plan reviews and inspections for Fire and Life Safety, A-Level Structural, A-Level Mechanical, One and Two Family Structural, One and Two-Family Mechanical, Manufactured Dwelling installations, Park and Camp and any other work covered by the specialty codes in accordance with certifications obtained.

Code administration responsibilities of the Contract Building Official are listed in the attachment "Personal/Professional Services Contract" which is an extract from the contractual agreement between the City and NWCP.

The Contract Building Official shall be registered and licensed by the State of Oregon as per requirements of OAR 918-098.

In accordance with OAR 918-020 230(2), within five (5) business days from making a discretionary decision, the Contract Building Official must:

- Notify a Qualified employee in writing of the discretionary decision; and
- Notify a permit applicant in writing of the discretionary decision that relates to the permit application. This notice must list and describe available opportunities for a hearing and appeal of the decision.

Per OAR 918-020-0015(2), A Contract Building Official means an owner, manager or employee of a person that the director has licensed to perform specialty code inspections and plan reviews under ORS 455.457 and that engages in the business of providing the services described in ORS 455.148(3) and 455.150(3) to one or more municipalities to which the director has delegated a building inspection program.

Per OAR 918-020-0015(4), A Discretionary Decision means a decision on whether to waive a plan review, an inspection or a provision of the state building code; or to allow an alternative material, design or method of construction.

### **Inspectors/Plans Examiners**

All inspectors and plans examiners shall be certified to perform the applicable process as required in OAR 918-098-1012. All inspectors, plans examiners, and Building Official shall meet the continuing education requirements of OAR 918-098-1450.

### **Qualified Employee – ORS 455.100, Section 2(1)(d) and Section 2(3)(a) and OAR 918-20-0015(2), 918-020-090(7)(f)**

The Qualified Employee is an individual that the municipality employs and has been designated to ratify or disapprove a contract Building Official's discretionary decisions. (OAR 918-020-0015(7)).

The Qualified Employee(s) for the City of Lowell are:

~~Jeremy Caudle~~  
City Administrator  
Email: [jcaudle@ci.lowell.or.us](mailto:jcaudle@ci.lowell.or.us)  
Phone: 541-937-2157

Max Baker  
Public Works Director  
Email: [mbaker@ci.lowell.or.us](mailto:mbaker@ci.lowell.or.us)  
Phone: 541-937-2157

Before exercising oversight over a contract Building Official, the Qualified Employee is required to complete the basic training and obtain applicable certification or other evidence of completion, as defined by Oregon Building Codes Division.

Within 180 days after being designated as the Qualified Employee, the employee is required to complete the advanced training and obtain applicable certification or other evidence of completion, as defined by Oregon Building Codes Division.

The Qualified Employee shall be notified in writing within five (5) days by the contract Building Official, for each of the contract Building Official's discretionary decisions. The Qualified Employee must review and ratify or disapprove a contract Building Official's discretionary decision, in writing, to the contract Building Official and the permit applicant/aggrieved person within thirty (30) days after receiving notice of the decision. The notification shall also inform the permit applicant/aggrieved person that the decision of the Building Official can be appealed in accordance with ORS 455.475.

Per OAR 918-020-0015(4), A Discretionary Decision means a decision on whether to waive a plan review, an inspection or a provision of the state building code; or to allow an alternative material, design or method of construction.

#### **LOCAL/OREGON STATE APPEALS PROCESS – OAR 918-020-0090(1)(c)**

All appeals shall be forwarded to the Building Official:

Dave Mortier  
Building Official  
144 E 14th Ave  
Eugene, OR 97401

Phone: 541.484.9043 #216

Email: [DaveM@nwcodepros.com](mailto:DaveM@nwcodepros.com)

When any appeal is received, the person aggrieved shall be notified that he/she has the option of the local appeals process, or to appeal to the Chief inspector of the Department of Consumer and Business Services/Building Codes Division (DCBS/BCD).

Any appeal of a decision arising from a plans examination or an inspection shall be reviewed by the Building Official. The appeal may be verbal or in writing. There is no cost for this initial appeal. A decision is generally rendered within three (3) days of the request.

### **Appeal of decision of Building Official – ORS 455.475**

(1) An applicant for a building permit may appeal a decision made by a Building Official under authority established pursuant to ORS 455.148, 455.150 or 455.467. The following apply to an appeal under this subsection:

(a) An appeal regarding the interpretation or application of a particular specialty code provision shall be made first to the appropriate specialty code chief inspector of the Department of Consumer and Business Services. The decision of the department chief inspector may be appealed to the appropriate advisory board. The decision of the advisory board may only be appealed to the Director of the Department of Consumer and Business Services if codes in addition to the applicable specialty code are at issue.

(b) If the appropriate advisory board determines that a decision by the department chief inspector is a major code interpretation, then the inspector shall distribute the decision in writing to all applicable specialty code public and private inspection authorities in the state. The decision shall be distributed within 60 days after the board's determination, and there shall be no charge for the distribution of the decision. As used in this paragraph, a "major code interpretation" means a code interpretation decision that affects or may affect more than one job site or more than one inspection jurisdiction.

(2) Except as provided in subsection (1) of this section, an applicant for a building permit may appeal the decision of a Building Official on any matter relating to the administration and enforcement of this chapter to the department. The appeal must be in writing. A decision by the department on an appeal filed under this subsection is subject to judicial review as provided in ORS 183.484.

(3) If an appeal is made under this section, an inspection authority shall extend the plan review deadline by the number of days it takes for a final decision to be issued for the appeal.

(4) In accordance with OAR 918-020-0250, the City will establish a local appeals board, as necessary, to hear an appeal of a contract Building Official's discretionary decision.

(a) The local appeals board will include, as a member, the Building Official of the county within which the city is located or the Building Official of an adjacent county.

- (b) An individual who engages in the business of building design or construction may be a member of the local board, but may not hear an appeal of a contract Building Official's discretionary decision concerning a project that involves a business, or competitor of a business that;
  - i. The individual owns or manages or for which the individual provides services as an employee, agent or contractor; or
  - ii. A family member or a member of the individual's householder owns or manages or for which the family member or member of the household provides services as an employee, agent or contractor.
- (c) The local appeals board will not include;
  - i. Any contract Building Official
  - ii. An owner, manager, director, officer or employee of a person, other than an employee of the municipality, that performs building inspections.

### **ACCOUNTING – OAR 918-020-0090(1)(d)**

All revenues collected are deposited in the Building Fund. These revenues are service area specific and are segregated by individual accounts and are collected by an electronic permitting system. These individual program accounts can be reviewed and analyzed separately through the use of accounting object codes.

Administrative costs to the program are assessed through building maintenance, equipment maintenance, and administrative services charges included within the annual budget process and indicated within the included summary. A summary of the division's overall budget for both revenues and expenditures is included.

### **AUDITS – OAR 918-020-0090(1)(O) and OAR 918-020-0090(7), Oregon Law Ch. 599, Sec. 2, Subsection 6.**

An audit of the building inspection program shall be done by an independent auditor at least once every two years. The audit may be done in conjunction with an audit under ORS 297.425.

The audit, at a minimum, shall examine all collections and usage of permit fees and all expenditures of moneys that have occurred from the proceeds of the fees since the last audit and shall verify that the City dedicates all fees the collected for plan review, permit issuance or administrating and enforcing specialty codes only to the purposes specified in ORS 455.210 and 479.845.

The results of each audit shall be made available to the public by easily accessible electronic means, including by posting the results on the City's website.

### **RECORDS RETENTION AND RETRIEVAL – OAR 918-020-0090(1)(e)**

All City records are retained for at least for the minimum time outlined by the Oregon State Archivist. Permits, plans and inspection records are retained at least for the minimum time outlined in OAR 166-200-0025.

Active permits are kept in the City's office and are accessible to the permit clerk, Building Official and inspectors in addition to other city staff. Finalized permits are kept in file cabinets within the City's central filing system.

Construction documents are retained, in accordance with archive requirements, in their original paper format in a secured storage room. Copies of all construction documents, permit forms and inspection records are available at the City offices for review by the public.

#### **AVAILABILITY OF OPERATING PLAN – OAR 918-020-0090(1)(f)**

This operating plan is available to any interested party upon request. Requests by email, mail, phone or personal contact will be honored in a timely manner.

#### **PUBLIC COMMENT/COMPLAINT PROCESS – OAR 918-020-0090(1)(g)**

Public comments or complaints may be submitted verbally (in person or via telephone) or in writing (via fax, mail, email, or personal delivery). Comments or complaints related to code provisions will be processed by the most appropriate staff member. If the comment or complaint becomes an appeal, procedures outlined above will be followed. Comments or complaints related to employee behavior will be referred to the City Administrator.

#### **PUBLIC INQUIRY PROCESS – OAR 918-020-0090(1)(g)**

The Building Department maintains a public service counter located at Lowell City Hall, 107 E. 3<sup>rd</sup> St., Oregon. Office hours are from 8:00 a.m. to 12:00 p.m. and 1:00 to 5:30 p.m., Monday through Thursday, excepting holidays. Telephones are answered by City staff during the above listed open hours. The City's phone number is (541) 937-2157. The fax number is (541) 937-2936.

Customers may telephone to inquire on matters related to permitting, plan review, or inspection processes anytime between 8:00 a.m. to 12:00 p.m. and 1:00 to 5:30 p.m., Monday through Thursday, holidays excepted. Customers may also visit our public service counter to inquire on matters related to permitting, plan review, or inspection processes anytime during these hours. Customers may email, mail or fax inquiries of this nature at any time.

Responses to customer inquiries are generally conducted on the same day they are received. In most cases, the City is able to respond to all other inquiries within one business day.

## **CUSTOMER SERVICE INFORMATION – OAR 918-020-0090(1)(j)**

### **Types of permits issued**

The City provides code administration for structural, mechanical, plumbing, electrical, manufactured dwelling installation, excavation and grading, and fire and life safety review under authority of OAR 455.153 and 479.855 and as adopted by ordinance. Permits for work governed by these specialty codes are available through this office.

### **Jurisdictional boundaries**

The jurisdiction of this Building Department covers all areas within Lowell city limits. A map of the jurisdictional boundaries is maintained at the public service counter located at City Hall, 107 E. 3<sup>rd</sup> St., Lowell, Oregon

### **Hours of operation**

8:00 a.m. to 12:00 and 1:00 to 5:30 p.m  
Monday through Thursday, holidays excepted

### **Notifications**

All notices issued pursuant to OAR 918-020-0070 through -0220 shall be sent to the City Building Department in addition to the Building Official.

City of Lowell  
Attn: City Administrator  
PO Box 490  
Lowell, OR 97452

## **PERMITTING STANDARDS – OAR 918-20-0090(2)**

### **OFFICE LOCATION AND HOURS OF OPERATION – OAR 918-020-0090(2)(a)&(b)**

The Building Department maintains an office located in City Hall, 107 E. 3<sup>rd</sup> St., Lowell, OR with hours from 8:00 a.m. to 12:00 and 1:00 to 5:30 p.m., Monday through Friday, holidays excepted. During these hours, telephones are answered by City staff, permit applications are accepted and permits are issued. Permit applications are also accepted by mail, email and by fax.

### **APPLICATION PROCEDURES – OAR 918-020-0090(2)(c) and (e)**

The City participates in the State of Oregon's ePermitting System. Applications, plans, and all application materials should be submitted electronically through the ePermitting System.

On rare occasions, City staff may accept paper submissions at the City Hall customer service counter. The City will evaluate requests for paper submissions on a case-by-case basis for customers needing accommodation or special assistance. In these instances, City staff will endeavor to upload the paper submissions in the ePermitting System to ensure the integrity of the records-keeping process and for ease of managing workflows.

When uploaded permit applications are received, the information is checked for completeness prior to application acceptance. Once plans are reviewed and the permit is issued, it is the applicant's responsibility to have one printed set at the job site for inspections.

~~When permit applications are received the information is checked for completeness prior to plan acceptance; usually before the customer leaves. Permit applications received via mail are checked on the day of receipt for completeness, and, if necessary, information is lacking, the customer is contacted immediately. A plan review deposit is required at the time the plans are submitted for review.~~

~~Two (2) sets of plans are required, except when plans are submitted electronically. When submitted electronically, once plans are reviewed and returned to applicant, it is the applicant's responsibility to provide one (1) printed sets of the reviewed plans to the City for permit issuance and to have one (1) printed set at the job site for inspections.~~

Plans within the scope of the Oregon Residential Specialty Code will be checked to verify completeness using a plan intake checklist and applicant will be notified within three working days as to whether the plans are complete, if the plans are deemed a simple residential plan, and the approximate time period in which the plan review will be completed.

As per ORS 455.628, plans for conventional light-frame construction submitted by an Oregon Registered Design Professional that is also certified by the State or Oregon as a

Residential Plans Examiner, and otherwise meet the requirements of OAR 918-480-0130, shall be processed in a timely manner. The City shall waive the normal plan review fee and in lieu of this fee will charge an administrative fee equal to one-hour of the hourly charge for inspections or plan reviews, per the established fee table, or 25 percent of the plan review fee whichever is less.

### **Manufactured Dwelling Permits**

Permits for work regulated by the Oregon Manufactured Dwelling Installation Code are reviewed by the Building Official and are generally issued within ten working days from the date that a complete permit application and plan information is received.

### **Other Permits**

Permits for work regulated by the Structural and Mechanical codes are reviewed by the Building Official. Plan review and permit issuance times vary based upon the complexity and completeness of the application. When all requirements of the local jurisdiction have been met, the Building Official may allow phased permitting and deferred submittals for plan review of commercial projects.

### **Over-the-Counter Permit Procedures**

Permits not requiring a plan review may be issued “[over-the-counter](#)” [through the State of Oregon ePermitting System within one to three working days](#). Emergency permits may be issued ~~over the counter or by other means of communication (i.e. fax or telephone)~~ with the approval of the Building Official.

Subject to the scope and limitations of ORS 455.062, some typical plans and specifications are available from the Department along with state-approved typical plans. Pre-approved typical plans are issued over the counter when possible and permit application is complete.

### **Phased and Deferred Permitting**

In accordance with OAR 918-020-090(3)(D), phased and/or deferred permit submittals may be allowed and will require a pre-application meeting and Building Official approval. No approvals will be allowed until the Building Official is satisfied that the application is complete. In accordance with OAR 918-050-0170, phased and/or deferred permits shall be charged an administrative fee of 25 percent of the plan review fee, determined in accordance with OAR 918-050-0100 and the approved City fee schedule based on the total project valuation. This fee is in addition to the project plan review fee.

### **Fee Refunds**

The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected. The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when an application for a permit, or a permit, is withdrawn or canceled before work has been done under a permit issued in accordance with this code. The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended. The Building Official may authorize refunding of 100 percent of the permit and/or plan review fees (or to apply the amount to additional permits) in a case where the city has collected the fee in error. The Building Official shall not authorize refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of the fee payment.  
~~[To be completed at a later date.]~~

### **Fee Waivers**

Fee waivers are not permitted.

### **Transfer of Building Permit**

A building permit shall only be transferred to another party when authorized by the owner of the property, in writing.

### **Faxed Applications**

~~The City does not have a fax machine and, as such, does not accept faxed applications. The Building Department accepts faxed applications with the condition that an application with an original signature will be submitted at a later date. Faxed applications are processed in the same manner as any other application. A faxed application is not issued until a signature is obtained on the permit, necessary licensing information is verified and appropriate fees are paid.~~

### **Verification of Licenses and Registrations**

Prior to the issuance of any permit staff verifies that the applicant meets the licensing and registration requirements of ORS Chapters 446, 447, 455, 479, 693 and 701. Issues which may arise from this verification process are referred to the Building Official for resolution. Required electrical contractor licensed, including low voltage and specialty licenses, may be verified on a random basis on job sites within the City during the normal course of inspector duties.

In accordance with the building code, every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than

180 day each. The extension shall be requested in writing and justifiable cause demonstrated.

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## **PLAN REVIEW STANDARDS – OAR 918-20-0090(3)**

### **COMPLIANCE WITH SPECIALTY CODES – OAR 918-20-0090(3)(a)**

In accordance with the certification requirements of OAR 918-098-1470, plans examiners assure compliance with the specialty codes administered by DCBS/BCD and current interpretive rulings adopted pursuant to ORS 455.060 or ORS 455.475. Plan review for plumbing and electrical plans are reviewed and approved by certified and licensed personnel in the applicable specialty code as plan review requirement thresholds are exceeded.

The City's Municipal Code, adopted by the City Council, enables code adoption coinciding with the effective date of each specialty code as adopted by the Building Codes Division. This includes the Oregon Structural Specialty Code, Oregon Residential Specialty Code, Oregon Mechanical Specialty Code, Oregon Electrical Specialty Code, Oregon Plumbing Specialty Code, Oregon Fire Code and Oregon Manufactured Dwelling and Park Specialty Code. Where specific code sections and appendices are available for local adoption, each section shall be reviewed and adopted by local ordinance where applicable.

### **PLAN REVIEW PROCESS**

The plans examiners review structural, mechanical, plumbing, electrical, fire life safety plans and engineering and energy calculations to ensure compliance with applicable codes. Plan intake staff shall use Building Codes Division approved checklists to ensure the customer has submitted all necessary information and, verify plans are stamped by an Oregon licensed architect or engineer. Site plans, when applicable, are required in accordance with the Planning Department.

### **Permit Applications Requiring Plans – Structural, Fire and Life Safety, Commercial Plumbing and Commercial Mechanical**

If plans are required, permits will not be issued until a minimum of two (2) sets of plans have been reviewed and approved. When submitted electronically, once plans are reviewed and returned to applicant it is the applicant's responsibility to provide one (1) printed sets of the reviewed plans to the City for permit issuance and to have one (1) printed set at the job site for inspections. Plans may be submitted in person, by fax, mail, or via e-mail. Plans received in person at City Hall are reviewed by permit technician intake or plan review staff to verify appropriate information and materials are included with the plans.

Per OAR 918-020-090(2)(c) and (d)(A), if plans are incomplete, a letter detailing the information needed to complete the plan review will be sent, faxed, e-mailed or handed to the applicant in person within 3 business days. The plans may be returned to the applicant or placed "on hold" until the information and/or appropriate fees are received.

Pursuant to OAR 918-020-0090 and 918- 020-0210, for simple residential dwelling plans, the City will follow the plan review timeline of ten working days set forth in ORS 455.467, provide notification within three working days as to whether the plans are complete, and offer other plan review options if applicable.

### **Plans complete but not in compliance**

Where the plan has the required information but is found to be in non-compliance with the applicable code, the applicant is notified immediately by the most expedient method. If the information needed is greater than can be handled by a simpler means, a letter will be sent by the most expedient means identifying the areas of non-compliance with a request for corrective action or additional information. The plan is placed "on hold" until additional information is received. All notices will include applicable code citations.

### **Plans complete and in compliance**

Where the plan is deemed complete, the plan will be stamped "reviewed" by the plans examiner of record, the applicant notified, and then be available to pick them up at City Hall.

Plan review will be completed within ten (10) working days of receipt of a complete application. All plans are reviewed prior to issuing permits.

Applicants are encouraged to call 1-800-358-8034, 8 am to 5 pm Monday through Friday for any code or process questions. Appointments are encouraged for preliminary consultations with a plans examiner.

Prior to the issuance of permits a license verification will be performed by City staff or contracted third-party contract staff to ensure all contractors are properly licensed.

## **AVAILABILITY OF CHECKLISTS/BROCHURES – OAR 918-20-0090(3)(a)(B)**

The Building Department has checklists for plan review submission requirements and a variety of informational brochures to assist the public in the permit application process. These brochures are available at the public service counter.

The Building Department also offers optional pre-development and pre-construction meetings at no cost to the applicant. Pre-development meetings generally occur at the time of plan submittal and provide an opportunity for the applicant to summarize the project being submitted for review, discuss any requested alternate methods or materials, request interpretations, and hear a preliminary assessment of the project. Pre-construction meetings generally occur in conjunction with the issuance of the permit. The meeting provides an opportunity for the applicant and his/her associates to meet the inspectors who will be involved in the project, discuss any unique aspects of the project,

clarify special inspection requirements, coordinate public infrastructure issues, and reach consensus on remaining issues identified during the review process.

### **VERIFICATION OF STAMP BY DESIGN PROFESSIONALS – OAR 918-020-0090(3)(a)(E) &(F)**

Staff verifies that plans are appropriately stamped by a registered design professional when required. Plans failing to meet this requirement are returned to applicant and will not be accepted until the appropriate stamp is provided.

### **AVAILABILITY AND LISTING OF PLAN REVIEW STAFF – OAR 918-020-0090(3)(c)**

A roster of the plans-examiners, including current certifications and continuing education records, is available to any interested party upon request.

### **PLAN REVIEW TIMELINES**

#### **One and Two-Family Dwelling Code Plans – OAR 918-020-0090(3)(a)(C)**

Generally, it is determined at the public service counter if residential plans are "complete" or not. "Completeness" will be determined using the Building Department checklist. Plans unable to be verified as "complete" will be placed in the incoming plan stack and will be reviewed for completeness at the same time they are determined to be "simple" or "complex".

"Complete" plans will be acknowledged and applicant informed as either simple or complex within three (3) working days from receiving. The applicant will also be informed of the approximate time period in which the plan review will be complete.

Plans deemed to be "complete" and "simple" will be reviewed within ten (10) working days from receipt. If unforeseen circumstances cause plan review times for the above referenced plans to exceed ten (10) working days, the City will maintain and provide applicants a list containing at least three (3) licensed plan reviewers from whom the County will accept plan reviews.

The City adopts, by policy, the definition of "simple one-or-two family dwelling plans" as described in OAR 918-020-0090. Plans that do not meet the definition of "simple" in this rule are deemed to be "complex".

### **COOPERATION WITH OTHER AGENCIES – OAR 918-020-0020**

The Building Department cooperates with other City divisions, departments, and/or other jurisdictions as necessary to facilitate plan review and permit issuance. Pursuant to OAR 918-020-0020, the City provides the Fire Marshal with notification of proposed de-

velopments that may be regulated by the Fire Marshal under ORS 476.030. The Fire Marshal is provided with a reasonable time frame with which to submit comments pertaining to a specific development. Specific Fire Code requirements regulated and identified by the Fire Marshal are incorporated into the conditions of approval for the project. The Building Official will regularly consult with the Fire Marshal on issues that include but are not limited to, fire department access, fire flow, occupancy concerns, and alternative methods of construction. The final determination of construction requirements is made by the Building Official.

The Building Official reviews plans for conformity with the Oregon Fire Code as it relates to new construction. This includes fire department access (during construction and permanent access), fire flow, fire hydrant number, and location.

### **EVALUATION OF UNIFORM ALTERNATE CONSTRUCTION STANDARDS (UACS)**

In conformance with OAR 918-480-0125, for lots of record created on or after January 1, 2002, by this general notification, the Building Official intends to have the option to allow one or more of the Uniform Alternate Construction Standards to address a fire official determination of inadequate apparatus access or water supply.

Project-specific notification in occurs in conjunction with the approval of a land use application under ORS 197.522.

The Building Official, acting in conformance with the rules, and by this notification, may choose to apply one or more Uniform Alternate Construction Standards to address determinations by fire officials with authority over water supply and apparatus access, that the water supply, apparatus access, or both are inadequate at a site. Such decisions by the Building Official are final. The Building Official will give consideration to the input and advice of the State Fire Marshal or local fire official that does not conflict with this rule. The Building Official will retain the authority to make final decisions.

The Uniform Alternate Construction Standard is not a Statewide Alternate Method. Uniform Alternate Construction Standard determinations will be made by the Building Official.

Uniform Alternate Construction Standards will be limited to one or more of the following fire suppression and fire containment components:

- (a) Installation of a NFPA Standard 13D fire suppression system;
- (b) Installation of a partial NFPA Standard 13D fire suppression system;
- (c) Installation of additional layers of 5/8 inch, Type-X gypsum wallboard;
- (d) Installation of fire-resistive compartmentalization of dwellings to limit the spread of fire by use of fire-resistant building elements, components or assemblies. Fire-resistance ratings shall be determined in accordance with the Oregon Structural Specialty Code;

- (e) Installation of fire-resistive exterior wall covering and roofing components; or
- (f) Provide fire separation containment in accordance with the default standards as set forth in the Wildland-Urban Interface rules adopted by the Oregon Department of Forestry (see OAR 629-044- 1060). Stat. Auth.: ORS 455.610 Stat. Implemented: ORS 455.610

## **INSPECTION STANDARDS – OAR 918-20-0090(8)**

### **INSPECTION POLICIES AND PROCEDURES – OAR 918-020-0090(8)(a) through (e)**

It is the duty of the permit holder, or authorized agent, to request all inspections that may be necessary or otherwise required. The permit holder/authorized agent must make the requests in a timely manner, provide access to the site, and provide all equipment as may be deemed necessary or appropriate by the Building Official. It shall be the duty of the permit holder to cause the work to remain accessible and exposed for inspection purposes. Reviewed plans and job card must be present at the job site for inspections.

Inspection requests may be made 24 hours per day, 7 days per week by phone at 541-484-9043 or 1-800-358-8034. Inspection requests may also be made in person at the City office.

Inspection requests, received in person in the office or by the request line, shall include:

- Site address
- Type of inspection requested
- Date for requested inspection(s)
- Permit number
- Name and telephone number of the person requesting inspection

Inspections requested by **5:00 p.m.** are placed on the schedule for the next business day. Inspection requests for other times, because of unforeseen issues or emergencies, may be accomplished depending on the approval of the Building Official and inspector availability. Such requests can be made by contacting the office.

A copy of the reviewed plans are required to be on the jobsite and available to the inspector. In accordance with the building code, construction, or work for which a permit is required shall be subject to inspection by the Building Official and such construction or work shall remain visible and able to be accessed for inspection purposes until approved.

A written report and/or record of inspection is performed by the inspector for each inspection. The report/record will reflect “Approved” or either a “Correct and Proceed” or “Correct and call for Re-inspection”. A “Correct and Proceed” allows the work to continue without a re-inspection. A “Correct and call for Re-inspection” requires a call for re-inspection of the corrected items, and approval, before proceeding to the next phase. A copy of the written report, if required, is left on the job site and entered into the Building Department’s system. If no corrections were noted, and the inspection was approved, the inspector will sign the inspection record at the job site and the permit record that is on file at the Building Department.

## **Requests for Electrical Inspection and Notice of Results**

The jurisdiction will inspect within 48 hours of a written request for inspection unless the time for inspection is extended to a set date by mutual agreement. The 48 hours excludes Saturdays, Sundays and holidays. Inspection scheduling will be in compliance with OAR 918-271-00 and may be adjusted based on the volume of permit activity.

The inspecting jurisdiction will inspect an installation at a remote location within a **reasonable time** of the request.

A "**remote location**" is defined as follows:

(1) An inspection location that is more than 60 miles one way using the most direct route, measured from the closest of the inspector's station, inspection office or the inspecting jurisdiction's primary offices; or

(a) An inspection location that requires more than one hour of normal driving, one way, using the most direct route from the closest point mentioned in paragraph (A) of this subsection.

(b) For the purposes of this section "within a reasonable time" means a response time that takes into account the time, distance and number of inspection requests, but shall not exceed seven consecutive calendar days including the date the request was received unless the time for inspection is extended to a set date by mutual agreement. If the seventh calendar day falls on a weekend or holiday this is extended to include the next business day.

(2) Reasonable procedures designed to provide actual notice of inspection results will be used by the jurisdiction to notify the person requesting inspections, of the results of electrical inspection. "Reasonable procedures designed to provide actual notice" will include posting at the job site and:

(a) Nothing more, when the installation is by an owner;

(b) Nothing more, when the installation is approved;

(c) Notification of any deficiencies on a specific permit by:

(A) FAX transmittal to the electrical contractor;

(B) Personal delivery to the electrical contractor or signing supervisor;

(C) Mailing, including electronic mailing; or

(D) Telephone followed by written notification;

(d) By written confirmation of inspection approval if a permit holder requests confirmation.

**AVAILABILITY AND LISTING OF INSPECTION STAFF – OAR 918-020-0090(8)(f)**

A roster of the inspectors, including current certifications and continuing education records, is available to any interested party upon request.

## **COMPLIANCE PROGRAMS**

### **STOP WORK ORDERS OAR 918-020-0090(8)(g)**

[To be completed at a later date.]

### **INVESTIGATION OF ELECTRICAL AND PLUMBING VIOLATIONS – OAR 918-020-0090(9)**

Complaints received by the Building Department related to alleged violations of plumbing or electrical licensing or registration requirements are actively pursued by appropriately licensed inspection staff.

This section shall establish the City of Lowell compliance program which is intended to verify compliance with state licensing requirements and all other administrative and judicial aspects of enforcement of code requirements. Nothing in this Operating Plan affects the concurrent jurisdiction of the Director of the Department of Consumer and Business Services/BCD, Building Codes Structures Board, the State Plumbing Board, the Manufactured Structures and Parks Advisory Board, or the Electrical and Elevator Board to impose civil penalties for violations committed within municipalities.

### **INVESTIGATION OF ELECTRICAL AND PLUMBING VIOLATIONS – ORS 455.080**

Notwithstanding ORS 455.630 (2), any inspector, including a specialty code inspector licensed under 455.457, authorized by ORS 455.150 or 455.153 to determine compliance with the requirements of the state building code or any specialty code under this chapter may, in accordance with a compliance program as described in ORS 455.153 (2) require any person who is engaged in any activity regulated by the state building code to demonstrate proof of compliance with the applicable licensing, registration or certification requirements of ORS chapters 446,447,455,460,479,480,693, and 701.

All inspectors authorized by ORS 455.150 or 455.153 with the approval of the Building Official may investigate and enforce violations and issue notices of proposed assessment of civil penalties for violations of the plumbing inspection program, and the electrical inspection program. All authorized inspectors will conduct random spot checks during the normal course of duties to verify compliance with plumbing and electrical licensing and registration requirements. In cases of a violation, and after discussion with the Building Official, the inspector may stop the work and (a) issue a warning, (b) issue a notice of proposed assessment of civil penalty, or (c) discuss alternative options, such as citation into municipal court.

The City Building Department shall use the approved State of Oregon compliance forms (ORS 455.156(3)) to carry out the provisions of ORS 455.156 in enforcing provisions of the Oregon Residential Specialty Code and the Oregon Structural Specialty Code to issue notices of proposed assessment of civil penalties.

**PROCESS FOR RESPONSE TO REPORTED CODE VIOLATIONS**

Reports of work being performed without permit, and/or in violation of the permit and/or licensing requirements, including ORS 479.550, 479.620, 447.040, 693.030, and 693.040, are accepted in person or via mail, email, telephone or fax. All reports are investigated by the Building Official.

**INVESTIGATION OF REPORTED VIOLATIONS**

Reports as described above are investigated to determine if a violation exists. If no violation exists, the case is closed. If a violation exists, there are several possible actions that may be taken by the Building Department, including but not limited to stop work orders, assessment of investigation fees per the fee table, citation into Municipal Court, and referral to the Building Codes Division Compliance Section through the process identified in ORS and OAR. In any case, the person making the report is informed of the outcome.

**NOTICES OF PROPOSED CIVIL PENALTIES**

As per ORS 455.156, the Building Department acts as an agent of the respective state boards in the issuance of proposed assessments of civil penalties.

Submitted by:

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Jeremy Caudle  
City Administrator

Date:-----

# Agenda Item Sheet

## City of Lowell City Council

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<b>Type of item:</b>	Other
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**Item title/recommended action:**

Motion to approve a "Mutual aid and assistance agreement for the provision of emergency services related to water and wastewater utilities" and "Addendum No. 1 to the Oregon Water/Wastewater agency response network (ORWARN) agreement for the sharing of personnel during an emergency when workers are unable to get to their normal reporting location during a severe emergency (shared workers)," and to authorize the City Administrator to sign. – Discussion/ Possible action  
Presenter: Public Works Director Max Baker

**Justification or background:**

This agreement provides a framework for Oregon utility systems to provide mutual aid during times of declared emergencies. Under the agreement framework, other utilities can assist Lowell upon our request during an emergency, and vice versa. The decision whether to respond to a request is voluntary. However, if a utility system does respond to a request for assistance, the agreement specifies the process for reimbursement of costs and staff time.

Staff recommend approval of this agreement as it could ensure timely response to emergencies within the city in case existing personnel are unavailable or not sufficient to respond. In essence, this provides an additional source of support to the city.

**Budget impact:**

Possible receipt of reimbursement in case the city responds to a request. Possible expenditure of funds in case the city's request for assistance is fulfilled.

**Department or Council sponsor:**

Public works

**Attachments:**

Documents as specified in the recommended motion.

<b>Meeting date:</b>	10/22/2024
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- Home
- About ORWARN
- News & Events
- Request Assistance Now  
LOGIN
- Mutual Aid Agreement
- Resources
- Related Links
- Member List  
(180 Members)
- Contact Us

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**ORWARN Administration**  
[Contact Us](#)

## About ORWARN

### Mission

The mission of the Oregon WARN (ORWARN) is to support and promote statewide emergency preparedness, disaster response, and mutual aid assistance matters for the public and private water and wastewater utilities in the case of either natural or man-made events.

### Goals

The goal of ORWARN is to provide immediate relief for member utilities during emergencies. ORWARN works by matching personnel with the necessary tools and equipment to both assess and assist the impacted water and wastewater system as quickly as possible until a permanent solution to the emergency may be implemented. This method of assistance is analogous to that used by emergency service agencies and electric utilities.

The goals of Oregon WARN are to provide:

- A mutual assistance agreement and process for sharing emergency resources among water and wastewater agencies statewide.
- A mutual assistance program consistent with other statewide mutual aid and assistance programs and the National Incident Management System (NIMS)
- A legal means to secure the resources to respond and recover more quickly from a natural or man-made disaster.

### Who is involved in ORWARN?

## Become a Member Utility

ORWARN member utilities assist each other by listing emergency equipment and trained personnel available for use by other members during an emergency.

1. [Download ORWARN Mutual Aid Agreement](#)
2. Complete and sign the agreement. Mail to [info@orwarn.org](mailto:info@orwarn.org).

## Become an Associate Member

ORWARN associate members are non-utilities that are involved in emergency management. They have access to the news and resources listed on this website. They can NOT post emergency equipment, trained personnel, news updates.

ORWARN members establish a **board** composed of volunteers from participating utilities within the state. A chair is elected by the members to act as administrator for ORWARN.

### Future Tools for ORWARN members

The core of the ORWARN website will be its emergency equipment database that matches utility resources to a member's needs during an emergency. A member will be able to locate emergency equipment (pumps, generators, chlorinators, evacuators, etc.) and trained personnel (e.g. treatment plant operators) that they may need in an emergency.

### How can I participate in ORWARN?

For more information on ORWARN please contact:

[info@orwarn.org](mailto:info@orwarn.org)

ORWARN Associations



American Water Works Association

*Dedicated to the World's Most Important Resource®*



EPA United States Environmental Protection Agency



FEMA



Water Environment Federation  
the water quality people®

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## **MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE PROVISION OF EMERGENCY SERVICES RELATED TO WATER AND WASTEWATER UTILITIES**

This Mutual Aid and Assistance Agreement (“Agreement”) establishes a Mutual Aid Assistance Program among signatories to this Agreement, and contains procedures and standards for a water and wastewater utility Mutual Aid and Assistance Program.

### **AGREEMENT**

This Agreement is entered into by the Members that have, by executing this Agreement, manifested their intent to enter into a Mutual Aid and Assistance Program through the Oregon Water/Wastewater Agency Response Network (ORWARN). Associate Members may also become affiliated with ORWARN by executing this Agreement. A list of all Members and Associate members shall be maintained by the Governing board and is available upon request from a Governing Board.

### **ARTICLE I. PURPOSE**

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the Members hereby establish a Mutual Aid and Assistance Program. Through the Mutual Aid and Assistance Program, Members may, in their discretion, coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Mutual Aid and Assistance Program.

### **ARTICLE II. DEFINITIONS**

A. Associate Members Any public or private entity that desires to be affiliated with ORWARN may become an Associate Member. Associate Members may attend board meetings, attend general membership meetings, attend training exercises, receive general information regarding the organization and participate in other activities deemed appropriate by the Governing Board. Associate Members may not request assistance or respond to a request for assistance under the Agreement. Further, Associate Members may not vote and

are ineligible to serve on the Governing board.

B. Authorized Official Employees or officers of a Member that are authorized to: (1) request assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance under this Agreement.

C. Confidential Information Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member.

D. Emergency Any human caused or natural event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material as defined in ORS 466.605, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that is, or could reasonably be believed to be beyond the control of the services, personnel, equipment, and facilities of a Member.

E. Member Any municipal corporation, quasi-municipal corporation, department or agency of a municipal corporation, department or agency of a quasi-municipal corporation, service district, political subdivision or private utility company that participates in the Mutual Aid and Assistance Program by executing this Agreement. If any municipal corporation, quasi-municipal corporation, department or agency of a municipal corporation, department or agency of a quasi-municipal corporation, service district, political subdivision or private utility company has separate water and wastewater operations, each one, if contracting separately, shall be deemed to be a Member for purposes of this Agreement.

F. National Incident Management System (NIMS) A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

G. Non-Responding Member A Member that does not provide assistance during a Period of Assistance under the Mutual Aid and Assistance Program.

H. Period of Assistance A period of time during which a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the Responding Member no longer supplies personnel, equipment, supplies or services to the Requesting Member.

I. Requesting Member A Member that requests assistance under the Mutual Aid and Assistance Program.

J. Responding Member A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

### **ARTICLE III.** **ADMINISTRATION**

A. A Governing Board shall be established to organize and maintain the Mutual Aid and Assistance Program. The Governing Board shall be elected by ballot by a majority vote of the Members of this Agreement. Each Member shall have one vote. Associate Members are ineligible to vote and may not serve on the Governing Board.

B. The Governing Board shall consist of 5 Members. The Governing Board will elect the following officers: a Chair; a Vice Chair; and a Secretary. The term of all board members shall be 2 years, except that in the first year the Agreement is in effect, the term of the Vice Chair and other board members shall be 1 year. A quorum shall be a majority of the Members of the Governing Board.

C. The Governing Board shall meet at least twice each year, at a meeting place designated by the Governing Board. The Governing Board may make, establish and alter rules and regulations for its procedure consistent with generally recognized principles of parliamentary procedure. The Governing Board shall have the power to carry out the purposes of this Agreement, including but not limited to the power to: adopt bylaws; develop specific procedures and protocol for requesting assistance; develop specific procedures and protocol for responding to a request for assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain membership lists; maintain equipment and supply inventory lists; and deal with membership issues.

### **ARTICLE IV.** **REQUESTS FOR ASSISTANCE**

A. Member Responsibility: Members shall designate Authorized Official(s); provide contact information including emergency 24-hour contact information; and maintain resource information made available by the utility for mutual aid and assistance response. Such information shall be updated annually or when changes occur and provided to the Governing Board.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for

personnel, equipment, and supplies shall be provided in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. The Governing Board shall develop specific protocols for requesting aid in bylaws, as amended from time to time.

B. Response to a Request for Assistance: After a Member receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, in its sole discretion, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. Discretion of Responding Member's Authorized Official: Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond to the request, and the availability of resources to be used in any such response. All Authorized Official's decisions on the availability of resources shall be final unless overridden by the Member's governing body.

## **ARTICLE V. RESPONDING MEMBER PERSONNEL**

A. National Incident Management System: When providing assistance under this Agreement, the Requesting Member and Responding Member will use the organizational principles set forth in the National Incident Management System.

B. Control: Responding Member personnel shall remain under the direction and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). Whenever practical, Responding Member personnel must be self sufficient for up to 72 hours.

C. Food and Shelter: When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member does not provide food and shelter for responding personnel, the Responding Member's designated supervisor is authorized to secure the resources reasonably necessary to meet the needs of its personnel. Except as provided for below, the cost for such resources must not exceed the State per diem rates for that area. To the extent Food and Shelter costs exceed the State per diem rates for the area, Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains

responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.

D. Communication: The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio equipment, in order to facilitate communications with local responders and utility personnel.

E. Licenses and Permits: To the extent permitted by law, Responding Member personnel who hold valid licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

F. Right to Withdraw: The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Responding Member(s) shall have no liability from a decision to withdraw. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

## **ARTICLE VI**

### **COST REIMBURSEMENT**

A. Cost Reimbursement: Unless otherwise mutually agreed by the Requesting Member and the Responding Member, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the Period of Assistance.

B. Personnel Costs: Responding Member personnel costs shall be the amount to be paid for work performed by the Responding Member's personnel during a Period of Assistance under the terms and conditions of the Responding Member's individual employment contracts with such personnel. The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the Period of Assistance. Requesting Member reimbursement to the Responding Member shall include all personnel costs incurred by the Responding Member, including, but not limited to, salaries or hourly wages, costs for fringe benefits, and indirect costs.

C. Costs of Equipment: The Requesting Member shall reimburse the Responding Member for the use of equipment during a Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All

equipment shall be returned to the Responding Member as soon as is practicable and reasonable under the circumstances. Generally, rates for equipment use will be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. In the event loaned equipment is damaged while being dispatched to Requesting Member, or while used during a Period of Assistance, and such damage is not due to negligence or intentional acts of the Responding Member, Requesting Member shall reimburse Responding Member for the reasonable cost of repairing such damaged equipment. If the damaged equipment cannot be repaired, then Requesting Member shall reimburse Responding Member for the reasonable cost of replacing such damaged equipment with equipment that is of equivalent age, condition and of at least equal capability. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.

D. Costs of Materials and Supplies: The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for Responding Member's use of expendable or non-returnable supplies during the Period of Assistance. The Responding Member must not charge direct fees or rental charges to the Requesting Member for supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage shall be treated as expendable supplies or non-returnable for purposes of cost reimbursement.

E. Payment Period: The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member in providing assistance under this Agreement, not later than ninety (90) days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member shall pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.

F. Records: Each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

## **ARTICLE VII. DISPUTES**

If a dispute arises between Members under this Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally by filing an action in a court of competent jurisdiction.

Step One: The disputing Members shall authorize a person ("Authorized Official") to negotiate on their behalf. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed the disputing Members' Authorized Official and ratified by each governing body, if required. Step One will be completed when notice is delivered in writing to all disputing Members.

Step Two: If the dispute cannot be resolved within fifteen (15) business days at Step One, the disputing Members shall submit the matter to mediation. The disputing Members shall attempt to agree on a mediator. If they cannot agree, the disputing Members shall request a list of five (5) mediators from an entity or firm providing mediation services. The disputing Members will mutually agree on a mediator from the list provided. If the disputing Members cannot mutually agree upon a mediator, the disputing Members shall alternatively strike one name from the list until one mediator remains. The remaining mediator shall be the mediator for the dispute. Any common costs of mediation shall be borne equally by the disputing Members who shall each bear their own costs and fees. If the issue is resolved at this step, a written determination of such resolution shall be signed by each Authorized Official and ratified by their respective governing bodies, if necessary.

Step Three: If the disputing Members are unsuccessful at Steps One and Two, the dispute shall be resolved by a State of Oregon

court of competent jurisdiction. Venue shall be in the jurisdiction of the Responding Member, subject to statutory limitations.

**ARTICLE VIII.**  
**DUTY OF REQUESTING MEMBERS TO INDEMNIFY**

Subject to the Oregon Constitution, the limits imposed under the Oregon Tort Claims Act, and laws of the state of Oregon applicable to local governments, the Requesting Member shall assume the defense of, fully indemnify, save and hold harmless, all Members, and their board, directors, commissioners, officers, agents and employees, from all claims, suits, actions, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from any Responding Member's act or omission during a specified Period of Assistance, except for claims arising out of the willful misconduct or gross negligence of a Responding Member, its board, directors, commissioners, officers, agents and employees.

**ARTICLE IX.**  
**SIGNATORY INDEMNIFICATION**

To the extent not addressed in Article VIII, and subject to the Oregon Constitution and limits imposed under the Oregon Tort Claims Act, a Requesting Member shall have a duty to defend, indemnify, save and hold harmless all Non-Responding Members and Associate Members, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

**ARTICLE X.**  
**WORKER'S COMPENSATION CLAIMS**

Each Responding Member shall provide worker's compensation benefits and administering worker's compensation for its own personnel.

**ARTICLE XI.**  
**NOTICE**

A Member or Associate Member that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members or Associate Members of this Agreement shall provide prompt and timely notice to the Members or Associate Members that may be affected by the suit or claim. Each Member and Associate Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

**ARTICLE XII.**  
**INSURANCE**

Members and Associate Members of this Agreement shall maintain an appropriate insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program.

**ARTICLE XIII**  
**CONFIDENTIAL INFORMATION**

To the extent provided by law, Members and Associate Members shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, Associate Member, third party or other entity requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

**ARTICLE XIV.**  
**EFFECTIVE DATE AND PROCESS TO ADD NEW MEMBERS**

This Agreement shall be effective after two (2) or more entities' authorized representatives execute the Agreement. Membership shall become effective upon executing this Agreement. A list of all Members and Associate Members shall be maintained by the Governing board and is available upon request from a Governing Board.

**ARTICLE XV.**  
**TERM**

Unless restricted by Oregon statutes, municipal Charters and corporate Charters, the term of this Agreement shall be for 5 years and shall be automatically renewed for additional terms of five years each, unless terminated by Majority vote of the Governing Board. Termination of this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, or for any other costs voluntarily incurred during the withdrawing Member's membership, which duty shall survive such

termination.

**ARTICLE XVI.  
WITHDRAWAL**

A Member or Associate Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Governing Board. Withdrawal takes effect 60 days after the Governing Board receives notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

**ARTICLE XVII.  
MODIFICATION**

No provision of this Agreement may be modified, altered, or rescinded by individual Members or Associate Members of the Agreement. Modifications (except Modifications to Article III and Article XVII) require a majority vote of the Members of the Governing Board (3) or a majority vote of the Members of this Agreement. Modifications to Article III and Article XVII require a majority vote of the Members to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members, except that the addition of a new Member or Associate Member becomes effective upon execution of this Agreement.

**ARTICLE XVIII.  
NO THIRD PARTY BENEFICIARIES**

The signatories to this Agreement are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**ARTICLE XIX.  
WAIVER**

No provision of this Agreement may be waived except in writing by the Member waiving compliance. No waiver of any provision of this Agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other

provision.

**ARTICLE XX.**  
**SEVERABILITY**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**ARTICLE XXI.**  
**EXECUTION IN COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, an authorized representative of a Member or Associate Member has duly executed this Mutual Aid and Assistance Agreement as of the date referenced below. An ORWARN representative will acknowledge receipt of the Mutual Aid and Assistance Agreement and return a copy to the Member or Associate Member.

**MEMBER**

APPROVED AS TO FORM:

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

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

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

Print Name \_\_\_\_\_

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**ASSOCIATE MEMBER**

APPROVED AS TO FORM:

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

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

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

Print Name \_\_\_\_\_

Affiliation or Interest in water / wastewater industry \_\_\_\_\_

**ORWARN ACKNOWLEDGMENT**

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

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

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

Print Name \_\_\_\_\_

**ADDENDUM NO. 1**  
**TO THE OREGON WATER/WASTEWATER AGENCY RESPONSE NETWORK**  
**(ORWARN) AGREEMENT FOR THE SHARING OF PERSONNEL DURING AN**  
**EMERGENCY WHEN WORKERS ARE UNABLE TO GET TO THEIR NORMAL**  
**REPORTING LOCATION DURING A SEVERE EMERGENCY (SHARED WORKERS)**

This Addendum No. 1 (“ADDENDUM”) to the ORWARN Mutual Aid and Assistance Agreement (“AGREEMENT”) is entered into, pursuant to Oregon Revised Statutes (ORS) 190.010 to 190.030, by Members and Associate Members of the Oregon Water/Wastewater Agency Response Network (herein collectively known as “Members”).

**RECITALS**

WHEREAS, the Pacific Northwest is prone to natural hazards such as earthquakes, floods, wind, snow, and ice storms; and

WHEREAS, those hazards, when they occur, may significantly damage or impact transportation routes, cause a loss of power and communications, and leave Member Personnel stranded and unable to report to their normal work locations; and

WHEREAS, the Oregon Water/Wastewater Response Network (ORWARN) was formed to recognize that emergencies may require assistance in the form of personnel, equipment, and supplies outside the area of impact; and

WHEREAS, ORWARN created an Intergovernmental Agreement (AGREEMENT) for Mutual Aid and Assistance for the provision of emergency services for water and wastewater utilities which established procedures and standards for water and wastewater utility mutual aid; and

WHEREAS, the agencies that are members of ORWARN have personnel that are trained in field and emergency operations and when stranded by hazard impacts, may be available to assist with field and emergency management activities of another member; and

WHEREAS, ORS 190.010 to 190.030 authorize units of local government in the state of Oregon to enter into written agreements with any other unit or units of local government for the performance of any of all functions and activities that any of them has the authority to provide.

NOW, THEREFORE, the Members agree as follows:

**TERMS AND CONDITIONS**

**I. PURPOSE OF THIS ADDENDUM**

The purpose of this ADDENDUM is to complement the existing ORWARN AGREEMENT and establish conditions and provisions for the sharing of qualified Shared Workers among the Members during catastrophic emergencies where transportation routes are severely disrupted, or other hazards exist and Shared Workers are unable to report to their normal work locations or duty stations.

## II. DEFINITIONS -

- A. Emergency Assistance in this ADDENDUM means a Shared Worker that is self-deployed and offers mutual aid during a catastrophic emergency to a Receiving Member in order to assist in the response, relief and/or recovery efforts following an emergency and whose duties would be comparable to efforts performed by the Shared Worker for their Responding Member employer in a similar emergency response.
- B. Responding Member means a Member whose employee provides emergency assistance in the form of a Shared Worker as defined by this addendum to a Receiving Member, pursuant to the terms of the AGREEMENT and this ADDENDUM.
- C. Receiving Member means a Member who accepts emergency assistance in the form of personnel from another Responding Member, pursuant to the terms of the AGREEMENT and this ADDENDUM.
- D. Shared Worker(s) are Responding Member employees responsible for various field and public works activities occurring within the agency who may respond to a Receiving Member during a catastrophic emergency when they are unable to get to their normal work location as outlined in the standard operating procedures.
- E. Emergency includes, but is not limited to, a human-caused or natural event or other circumstance such as a major earthquake, 100-year flood, or severe wind, snow or ice storm, that causes widespread damage to water systems, which prevents workers from reporting to their normal work location due to severely disrupted transportation routes, or other hazards.

## III. PARTICIPATION IN THIS AGREEMENT

- A. Participation in this ADDENDUM is voluntary. No Member shall be liable to another Member or considered to be in breach or default under the original AGREEMENT, on account of any delay in or failure to perform any obligation, except to make payment as specified in the AGREEMENT.

- B. All counties, cities, inter-local agencies, regional governments, and special districts in Oregon are eligible to be a party to this ADDENDUM providing they are Members or Associate Members of the AGREEMENT.
- C. Unless otherwise mutually agreed by Receiving and Responding Member, Article VI Cost Reimbursement of the AGREEMENT shall be followed and actions taken under this addendum shall comply with applicable Collective Bargaining Agreements, Local, State and Federal laws.

#### IV. ROLES OF AUTHORIZED OFFICIAL

- A. Each Member agrees that its Authorized Official or designee will serve as its representative in the administration and implementation of this ADDENDUM.

#### V. DUTIES OF THE RECEIVING MEMBER

- A. Unless otherwise mutually agreed by Receiving and Responding Member, Article IV. Requests for Assistance and Article V. Responding Member Personnel of the AGREEMENT shall be followed.
- B. The Receiving Member shall communicate with the Responding Member as soon as possible when a Shared Worker reports for duty at the Receiving Member location during an emergency and shall:
  - i. Request approval of the mutual aid and comply with the terms and conditions of the Agreement and this Addendum.
  - ii. Confirm with the Shared Worker and the Responding Member that the Shared Worker's services are required.
  - iii. Develop and implement a tracking system to record time and duration of Shared Worker to be provided to the Responding Member when emergency has been reduced or eliminated.
  - iv. Notify the Responding Member when the Shared Worker is released from service.

#### VI. DUTIES OF THE SHARED WORKER

- A. The Shared Worker will make every effort to report to their normal duty station before self-deploying to another agency.
- B. Will only self-deploy to another agency if safe to do so.
- C. Notify their employer of their status and location.

- D. End their self-deployment and report to work at their normal place of employment as soon as possible, unless authorized to continue work under the terms of the Agreement.

VII. DUTIES OF THE RESPONDING MEMBER

- A. Unless otherwise mutually agreed by Responding and Receiving Member, Article IV. Requests for Assistance and Article V. Responding Member Personnel of the AGREEMENT shall be followed.

VIII. EMPLOYEES AS INDEPENDENT CONTRACTORS

- A. Each Responding Member shall be and operate as an independent contractor of the Receiving Member in the provision of any Emergency Assistance. Employees of the Responding Member shall, at all times while performing Emergency Assistance, continue to be employees of the Responding Member and shall not be deemed employees of the Receiving Member for any purpose. All wages, payroll taxes, insurance, benefits, and all other applicable terms and conditions of Shared Workers shall remain the responsibility of the Responding Member. The costs associated with borrowed employees are subject to the reimbursement process outlined in the AGREEMENT, Article VI, Cost Reimbursement.
- B. In no event shall a Responding Member or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for a Receiving Member under or by virtue of the AGREEMENT.
- C. Shared Workers shall remain under the administrative control of the Responding Member but will be under the operational control of the emergency management authorities of the Receiving Member. The Responding Member shall not be liable for cessation or slowdown of work if the Responding Member's Shared Workers decline or are reluctant to perform any assigned task if said employees judge such task to be unsafe. A request for loaned employees to direct activities of others during a particular operation does not relieve the Receiving Member of any responsibility or create any liability on the part of the Responding Member for decisions and/or consequences of the operation.

IX. PAYMENT FOR EMERGENCY ASSISTANCE

Unless otherwise mutually agreed by Receiving and Responding Party, Article VI Cost Reimbursement of the AGREEMENT shall be followed.

X. ENTIRE ADDENDUM

This existing AGREEMENT of the Members takes precedence over all concepts outlined in this ADDENDUM.

XI. EXECUTION

This ADDENDUM is voluntary to Members and Associate Members of the AGREEMENT.

**ADDENDUM NO. 1  
TO THE OREGON WATER/WASTEWATER AGENCY RESPONSE NETWORK  
(ORWARN) AGREEMENT FOR THE SHARING OF PERSONNEL DURING AN  
EMERGENCY WHEN WORKERS ARE UNABLE TO GET TO THEIR NORMAL  
REPORTING LOCATION (SHARED WORKERS)**

**SIGNATURE PAGE**

In Witness Whereof, the Public Entity \_\_\_\_\_ (Member) has caused this ADDENDUM to be executed by its duly authorized representatives as of the date of their signatures below:

_____ Signature of Officer	_____ Date	_____ Officer's Title
_____ Signature of Counsel	_____ Date	_____ Counsel's Title

Name and title of primary Contact Representative:	_____
Address:	_____ _____
Phone:	_____
Email:	_____

Name and title of alternate Contact Representative:	_____
Phone:	_____
Email:	_____

# Agenda Item Sheet

## City of Lowell City Council

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<b>Type of item:</b>	Procurement
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**Item title/recommended action:**

Motion to authorize the City Administrator to pay \$25,000 into the trust account held with Thorp, Purdy, Jewett, Urness & Wilkinson, PC pursuant to the "Contract for legal services" approved on August 1, 2023 for litigation versus Charter Communications and C-2 Utility Contractors. – Discussion/ Possible action

**Justification or background:**

On August 1, 2023, City Council approved a "Contract for legal services" for outside legal representation with TPJUW, PC. At this meeting, City Council approved a payment of \$10,000 into TPJUW's trust account. On February 2, 2024, City Council approved an additional payment of \$25,000 to replenish the account due to charged incurred through that date. As of the last billing period, the trust account balance has declined to the point where it needs to be replenished. Staff recommend a payment of \$25,000 into the account for continued work on the case.

**Budget impact:**

Expenditure of \$25,000 from the General Fund.

**Department or Council sponsor:**

Administration

**Attachments:**

N/A

<b>Meeting date:</b>	10/22/2024
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**Agenda Item Sheet**  
City of Lowell City Council



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

6. Review quotes for swing set, accessible swing seat, and gaga ball court for Paul Fisher Park. – Discussion/ Possible action

- Buell Recreation – \$11,957
- Superior Recreational Products – \$5,352.16 (does not include gaga ball court)
- AAA State of Play -- \$11,182.72
- Willy Goat -- \$8,117.00
- Playground Outfitters -- \$7,142.16

**Justification or background:**

At the 8/20/24 meeting, Parks Committee members Meesa Anders and Tony Moreci presented the results of their fundraising effort for swingsets and a gaga ball court at Paul Fisher Park. Based on the budget analysis presented at that meeting, staff recommended paying 60% of the swingsets with donations with 40% to be paid with SDCs since swingsets are included in the SDC methodology. The gaga ball pit is not included in the SDC methodology, and so it cannot be paid for with SDCs. The Parks Committee raised a total of \$8,200 in donations.

Staff obtained 5 quotes for the equipment, summarized below:

Buell Recreation - \$11,957.00. Note: this quote includes wood chips, and the other quotes do not. The number here is the total on the quote minus woodchips. This would likely reduce the amount of shipping. However, the quoted amount for the swing set and gaga ball court (listed as "play structure" on the quote) still puts it higher than the lowest quote. Also, this company does not have a 12 foot swing set, as specified by the Parks Committee. So, their proposal has an 8 foot swing set.

AAA State of Play - \$11,182.72

Willy Goat - \$8,000.00

Playground Outfitters - \$7,142.16

Superior - \$5,352.16. Note: this quote does not include a gaga ball court, as this company does not carry this item.

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



Type of item:	Procurement
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Staff recommend that City Council select Playground Outfitters on the basis that they provided the lowest responsive quote.

**Budget impact:**

Expenditure of \$7,142.16. An estimated \$1,905.96 of that will be paid with Parks SDCs for the swing set, ADA accessible seat, and percentage of shipping allocated to those items. The balance will be paid with donations already received.

**Department or Council sponsor:**

Parks Committee

**Attachments:**

Quotes from each of the companies listed above.

Meeting date:	10/22/2024
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**Buell Recreation LLC**  
 7327 SW Barnes Rd #601  
 Portland, OR 97225  
 +9221650  
 admin@buellrecreation.com



**Quote**

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

SHIP TO
Paul Fischer Park 107 East 3rd Street Lowell, OR 97452

QUOTE #	DATE	EXPIRATION DATE
G24-0205A	10/18/2024	11/18/2024

**SALES REP**  
Kati

**PROJECT**  
Paul Fischer Park

ACTIVITY	QTY	RATE	AMOUNT
<b>Play Structure</b> BCI Burke Structure per proposal #907-192322-2	1	9,753.00	9,753.00
<b>Freight</b> Shipping -does not include off loading Forklift generally required for offloading	1	2,204.00	2,204.00
<b>EWF</b> 100 CY Certified Engineered Wood Fiber Surfacing Dumped	1	4,886.00	4,886.00
Note: Freight is calculated based on one truckload required. Depending on the maximum EWF weight, loads may be shortened or additional freight costs may be required due to potential wet weather impacting the EWF weight.			
<b>Materials Only</b> This quote is for materials only and does not include installation or unloading of product.	1	0.00	0.00
<b>EWF Terms</b> Quotes are valid for 30 days from date of quotation. Please note, weather conditions may impact the load sizes. Please ensure ample clearances for tractor trailer deliveries (10'Wx14'H Min). Additional fees may apply if there are delivery issues.	1	0.00	0.00
<b>Contact</b> Contact Must be Present to sign for deliveries unless prior arrangements are made. Drivers Contact: _____ Contact Phone#: _____	1	0.00	0.00
<b>Cancelled Orders</b> Orders cancelled less than 48 hours in advance of delivery will be charged freight.	1	0.00	0.00
<b>Clearance</b> Please ensure there are ample clearances for tractor trailer deliveries, some trucks are 10'wx14'h x 65'l. Extra charges will incur if smaller trucks are required for access or multiple drops. Please discuss before ordering.	1	0.00	0.00
<b>Buell Billing</b>	1	0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
<p>Please make Purchase Order to Buell Recreation and email to rachel@buellrecreation.com. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.</p> <p>Please provide the following with your signed quote/purchase order:            -Payment per terms if required            -Color selections            -Shipping Address            -Site Contact Name and Phone Number            -Any Other Key information requested</p> <p><b>Lead Time</b>            Lead Time is approx. 6-7 weeks from receipt of your completed order and payment (if required).</p> <p>Lead times can fluctuate so please inquire upon time of ordering. We are making every effort to increase our capacity and improve our lead times.</p>	1	0.00	0.00
<p><b>Terms Govt.</b>            Govt. Purchase Order with payment due 30 days from product shipment and services such as installations due upon completion. Equipment may be invoiced separately from other services and are payable in advance of project/supply or completion. No retainage.</p>	1	0.00	0.00

TOTAL

**\$16,843.00**

PLACING AN ORDER: Upon ordering please review and return this signed quote with a copy of your purchase order and tax exempt certificate, if applicable. Please mark any changes on the quote such as billing/shipping address, drivers contact and color selection. IF INSTALLATION IS INCLUDED: This quote does not include Prevailing Wages, Davis Bacon Wages or Performance Bonds unless noted. Owner is responsible for site preparation unless otherwise noted.

Accepted By

Accepted Date

**Buell Recreation LLC**  
 7327 SW Barnes Rd #601  
 Portland, OR 97225  
 +9221650  
 admin@buellrecreation.com



**Quote**

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

SHIP TO
Paul Fischer Park 107 East 3rd Street Lowell, OR 97452

QUOTE #	DATE	EXPIRATION DATE
G24-0205A	10/18/2024	11/18/2024

**SALES REP**  
Kati

**PROJECT**  
Paul Fischer Park

ACTIVITY	QTY	RATE	AMOUNT
<b>Play Structure</b> BCI Burke Structure per proposal #907-192322-2	1	9,753.00	9,753.00
<b>Freight</b> Shipping -does not include off loading Forklift generally required for offloading	1	2,204.00	2,204.00
<b>EWF</b> 100 CY Certified Engineered Wood Fiber Surfacing Dumped	1	4,886.00	4,886.00
Note: Freight is calculated based on one truckload required. Depending on the maximum EWF weight, loads may be shortened or additional freight costs may be required due to potential wet weather impacting the EWF weight.			
<b>Materials Only</b> This quote is for materials only and does not include installation or unloading of product.	1	0.00	0.00
<b>EWF Terms</b> Quotes are valid for 30 days from date of quotation. Please note, weather conditions may impact the load sizes. Please ensure ample clearances for tractor trailer deliveries (10'Wx14'H Min). Additional fees may apply if there are delivery issues.	1	0.00	0.00
<b>Contact</b> Contact Must be Present to sign for deliveries unless prior arrangements are made. Drivers Contact: _____ Contact Phone#: _____	1	0.00	0.00
<b>Cancelled Orders</b> Orders cancelled less than 48 hours in advance of delivery will be charged freight.	1	0.00	0.00
<b>Clearance</b> Please ensure there are ample clearances for tractor trailer deliveries, some trucks are 10'wx14'h x 65'l. Extra charges will incur if smaller trucks are required for access or multiple drops. Please discuss before ordering.	1	0.00	0.00
<b>Buell Billing</b>	1	0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
<p>Please make Purchase Order to Buell Recreation and email to rachel@buellrecreation.com. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.</p> <p>Please provide the following with your signed quote/purchase order:            -Payment per terms if required            -Color selections            -Shipping Address            -Site Contact Name and Phone Number            -Any Other Key information requested</p> <p><b>Lead Time</b>            Lead Time is approx. 6-7 weeks from receipt of your completed order and payment (if required).</p> <p>Lead times can fluctuate so please inquire upon time of ordering. We are making every effort to increase our capacity and improve our lead times.</p>	1	0.00	0.00
<p><b>Terms Govt.</b>            Govt. Purchase Order with payment due 30 days from product shipment and services such as installations due upon completion. Equipment may be invoiced separately from other services and are payable in advance of project/supply or completion. No retainage.</p>	1	0.00	0.00

TOTAL

**\$16,843.00**

PLACING AN ORDER: Upon ordering please review and return this signed quote with a copy of your purchase order and tax exempt certificate, if applicable. Please mark any changes on the quote such as billing/shipping address, drivers contact and color selection. IF INSTALLATION IS INCLUDED: This quote does not include Prevailing Wages, Davis Bacon Wages or Performance Bonds unless noted. Owner is responsible for site preparation unless otherwise noted.

Accepted By

Accepted Date



Buell Recreation

7327 Barnes Road #601 | Portland, OR 97725 | 503-922-1650

Proposal 907-192322-1 | 10/8/2024



## DESIGN SUMMARY

Buell Recreation is very pleased to present this Proposal for consideration for the Paul Fischer Park located in Lowell. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Lowell. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

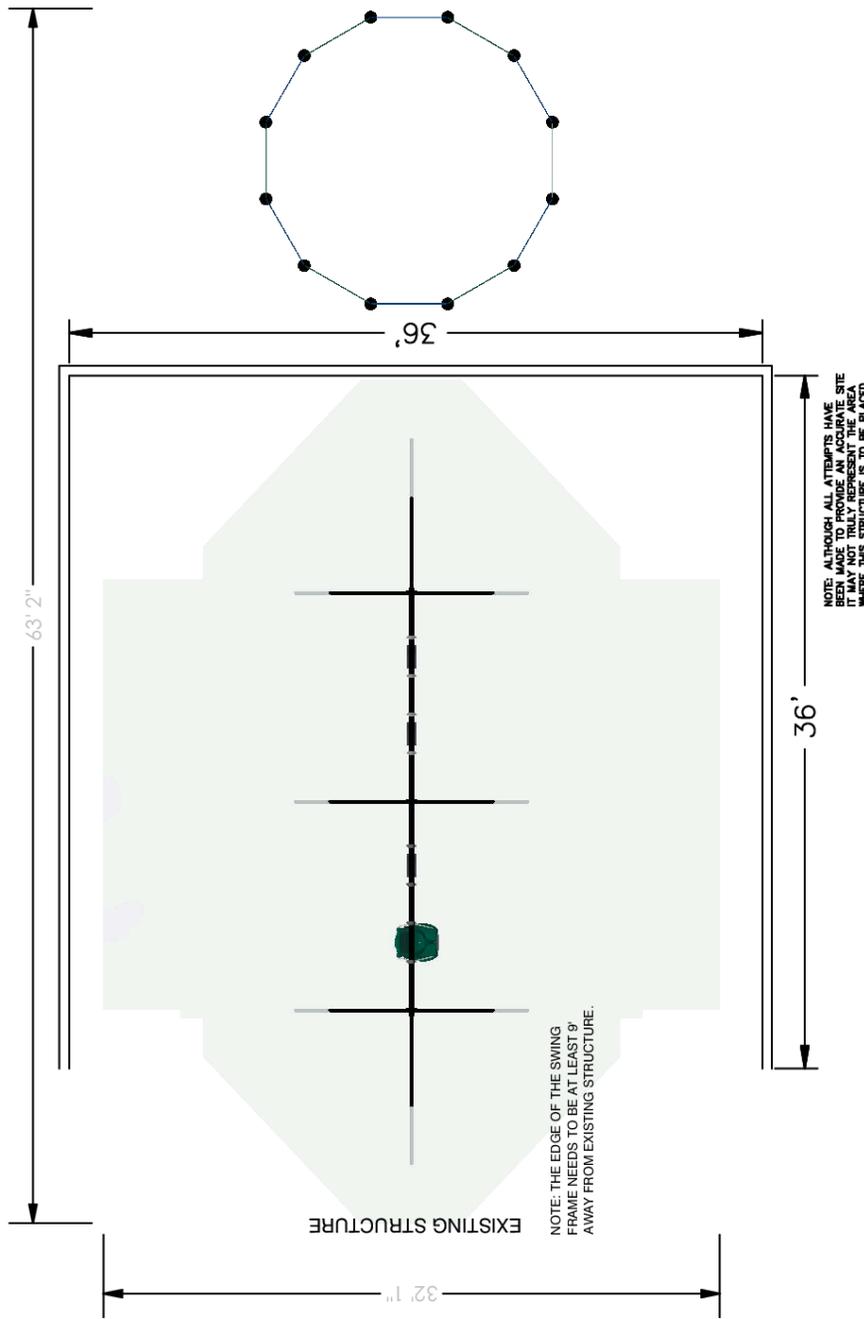
The following is a summary of some of the key elements of our Proposal:

- Project Name: Paul Fischer Park
- Project Number: 907-192322-1
- User Capacity: 40
- Age Groups: 2 to 12
- Dimensions: 43' 9"x32' 0"
- Designer Name: Pa Der Vang

Buell Recreation has developed a custom playground configuration based on the requirements as they have been presented for the Paul Fischer Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 907-192322-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Paul Fischer Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.



NOTE: THE EDGE OF THE SWING FRAME NEEDS TO BE AT LEAST 9' AWAY FROM EXISTING STRUCTURE.

NOTE: ALTHOUGH ALL ATTACHED HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS STRUCTURE IS TO BE PLACED.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)				
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	TYPES OF GROUND EVENTS
15	0 / 0	0 / 0	0 / 0	5 / 0
				2 / 0

**OVERALL BOUNDING OF USE ZONES**  
 Area: 2019 sq.ft.  
 Perimeter: 190.2 ft.  
**STRUCTURE SIZE:** 32' 1" x 63' 2"  
**POST SIZE(S):** \*\*The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

**SERIES LINE:** Burke Basics **SITE PLAN VIEW**

**GROUP:** Freestanding 10/08/2024

**DESIGNED FOR AGES:** 2 to 12 **Buell Recreation**

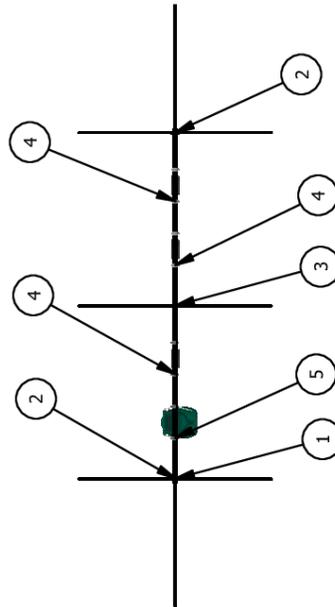
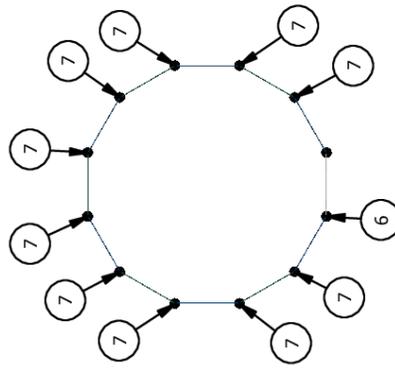
**Paul Fischer Park**  
Lowell, OR 97452 **907-192322-1**

**Burke**  
PLAY THAT MOVES YOU. Designer: Pa Der Vang

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

ITEM	COMP.	DESCRIPTION
1	550-0021	TRAD SWING 3 1/2 3-WAY 8ft
2	550-0021	TRAD SWING 3 1/2 3-WAY 8ft
	-END	
3	550-0022	TRAD SWING 3 1/2 ADD-ON 8ft
4	550-0111	BELT SEAT, 8' SINGLE, STD CHAIN
5	550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN
6	590-0161	GAGA, ADA ENTRANCE
7	590-0163	GAGA, WALL PANEL



**SERIES LINE: Burke Basics**

**COMPONENT VIEW**

**GROUP:**  
Freestanding

**Paul Fischer Park**  
Lowell, OR 97452

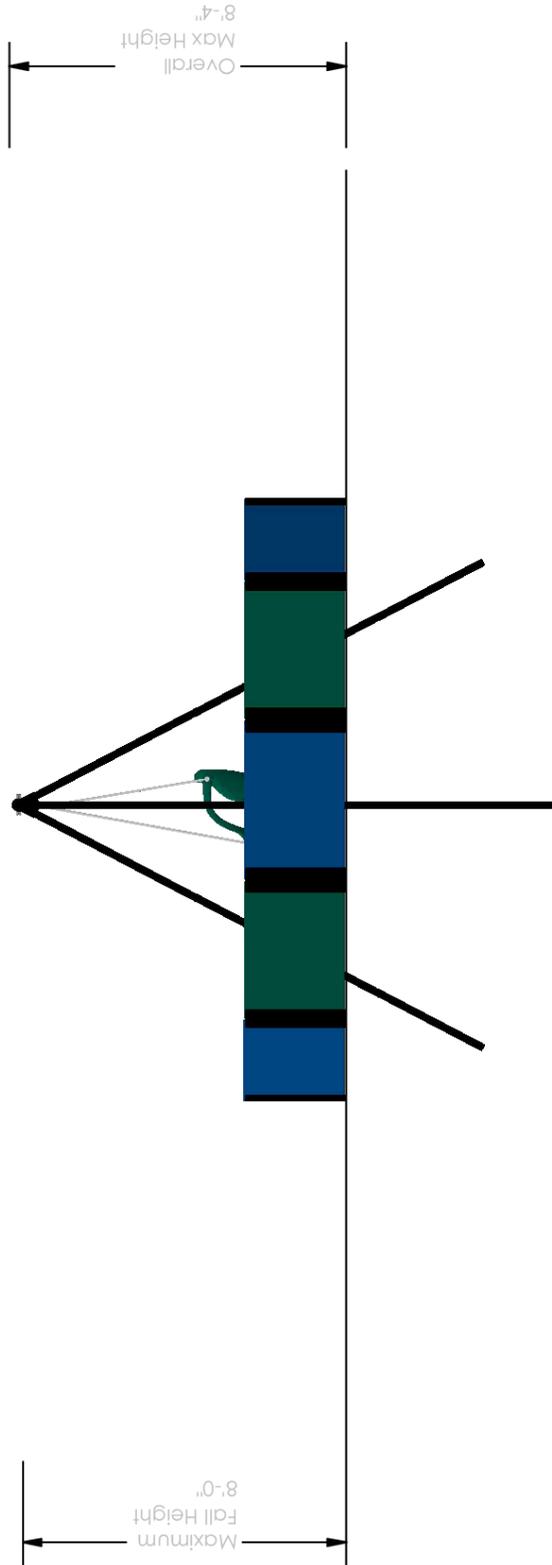
10/08/2024

**DESIGNED FOR AGES:**  
2 to 12

**Burke**  
PLAY THAT MOVES YOU

**Buell Recreation**  
**907-192322-1**

Designer: Pa Der Vang



**SERIES LINE: Burke Basics**

**GROUP:**  
Freestanding

**DESIGNED FOR AGES:**  
2 to 12

**Paul Fischer Park**  
Lowell, OR 97452

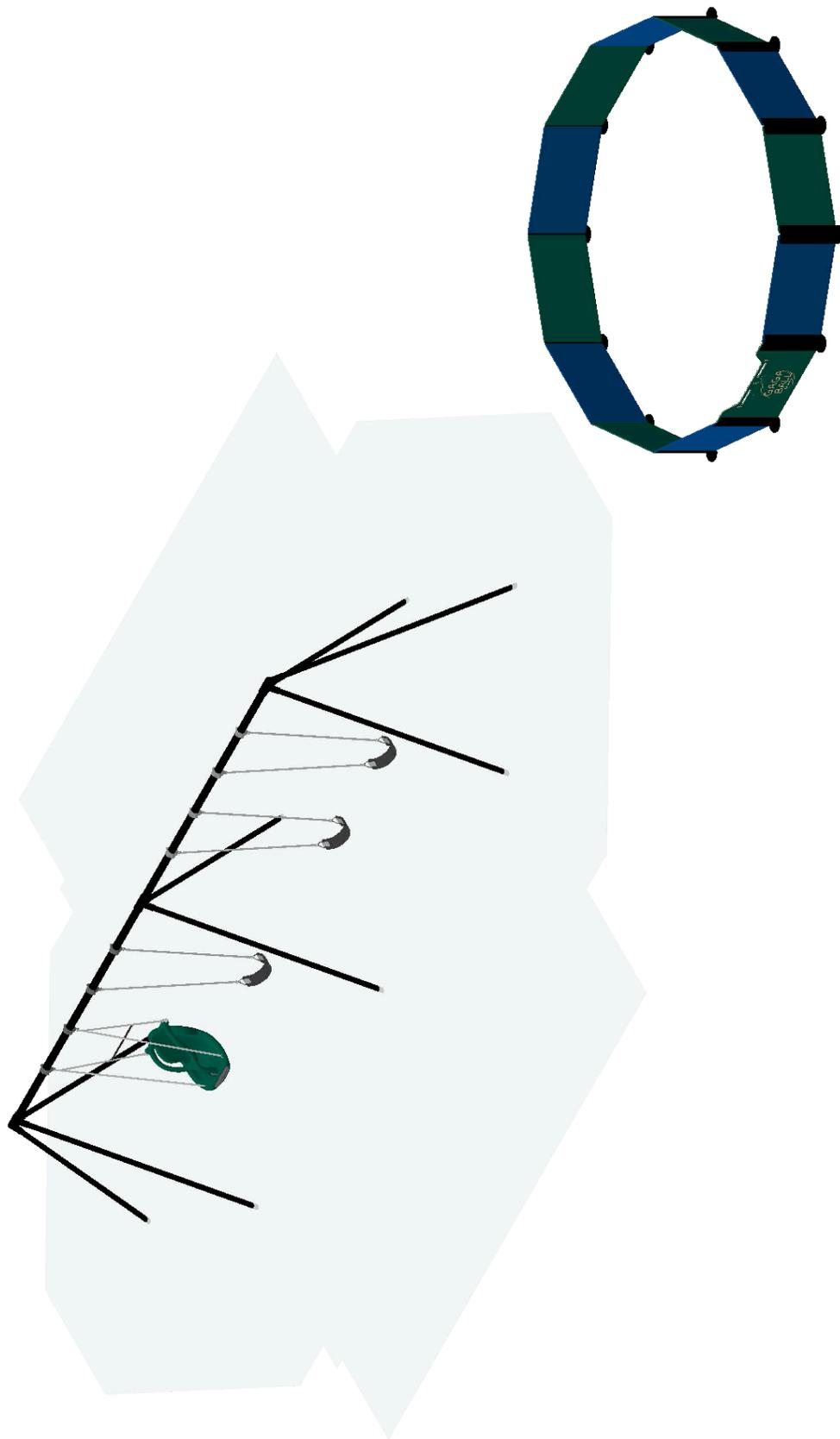


**ELEVATION VIEW**

10/08/2024

**Buell Recreation**  
**907-192322-1**

Designer: Pa Der Vang



**SERIES LINE: Burke Basics**

**GROUP:**  
Freestanding

**DESIGNED FOR AGES:**  
2 to 12

**Paul Fischer Park**  
Lowell, OR 97452

**Burke**  
PLAY THAT MOVES YOU

**ISOMETRIC VIEW**

10/08/2024

**Buell Recreation**  
**907-192322-1**

Designer: Pa Der Vang

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.ipema.org](http://www.ipema.org).



The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
<b>Burke Basics</b>						
550-0021	TRAD SWING 3 1/2 3-WAY 8ft	1	0	0	319	319
550-0021-END	TRAD SWING 3 1/2 3-WAY 8ft	2	0	0	0	0
550-0022	TRAD SWING 3 1/2 ADD-ON 8ft	1	0	0	161	161
550-0111	BELT SEAT, 8' SINGLE, STD CHAIN	3	1	3	10	30
550-0171	FREEDOM SWING SEAT, 8' BEAM, ...	1	1	1	38	38
590-0161	GAGA, ADA ENTRANCE	1	6	6	90	90
590-0163	GAGA, WALL PANEL	10	3	30	48	480
660-0099	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2

**Special Notes:**

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**

COLOR SELECTION LIST | Default Color Option

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**GROUP 1 (Freestanding)**

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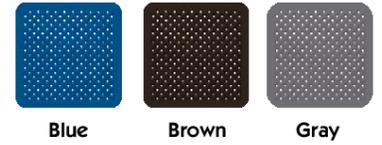
Post: Black  
Deck: Brown  
Plastic: Green  
Flat: Blue | Green  
Panel: Green-Tan-Green  
Acc: Black

# COLORS THAT MOVE YOU

## POWDER COAT PAINT



## PLATFORMS



## SOLIS HUE TOPPERS



## TRADITIONAL SERIES SITE AMENITIES



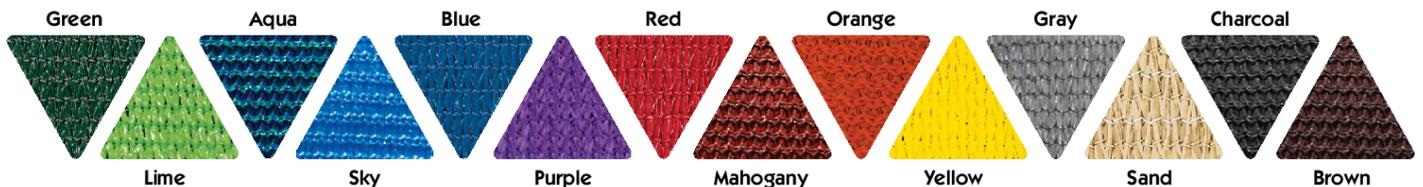
## ROCKIT CLIMBERS



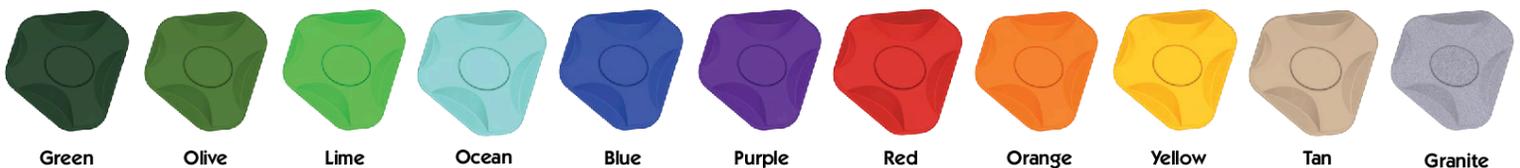
## HDPE PLASTIC PANELS



## SHADE CANOPIES



## ROTOMOLD PLASTIC



VISIT [BCIBURKE.COM/COLOR](http://BCIBURKE.COM/COLOR) TO CUSTOMIZE YOUR PLAYGROUND COLORS!

# BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

## We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire™, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4Me® against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications. natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Warranty Exclusions:** The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

**Limitation of Remedies:** Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

## Terms of Sale

**Pricing:** Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

**Weights:** Weights are approximate and may vary with actual orders.

**Installation:** All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2024



Quote #850676

NVB Playgrounds
d/b/a AAA State of Play
10859 E Washington St. Ste 100
Indianapolis, IN 46229
Phone: (877) 826-2776
Local: (317) 826-2777
Fax: (317) 245-2375

Ship Via: Freight
Request By: Mike
Quote Out: 10/14/2024

Visit:
www.AAASTATEOFPLAY.com
for more great deals

Bill To

City of Lowell
Jeremy Caudle
70 N Pioneer St.
Lowell, OR 97452 United States
jcaudle@ci.lowell.or.us
Ph: (541) 359-8768
Fax:

Ship To:

City of Lowell
Jeremy Caudle
70 N Pioneer St.
Lowell, OR 97452 United States
Ph: (541) 359-8768

Table with 6 columns: Product ID, Description, Weight, Qty, Price, Amount. Rows include items like '2 Bays - 2 3/8-inch Top Rail 12 Foot High Primary Tripod with Belt Seats and Chain - Galvanized', 'JennSwing Molded Swing Seat - Ocean Blue', and 'Gaga Ball Pit - Standard Octopit'.

Subtotal: \$7,375.00

Shipping: \$3,807.72

QUOTE ONLY
VALID FOR 30 DAYS FROM DATE OF ISSUE

If submitting a PO: Please CC orders@aaastateofplay.com and your sales person with reference to your quote number in the subject line. POS ONLY ACCEPTED FROM GOVERNMENT ENTITIES UNLESS OTHERWISE APPROVED.

Sales Tax: \$0.00
Total Weight: 1,091 lbs
Installation:
Total: \$11,182.72

Due to supply chain issues industry wide, we are currently experiencing longer than average lead times from most manufacturers.

Effective March 1st, 2023 NVB Playgrounds, Inc. has instituted a storage policy on equipment that does not leave our dock in a timely manner. For additional information please visit https://www.aaastateofplay.com/aaa-state-of-play-policies/

It is the customer's responsibility to provide a valid phone number for deliveries. In the event that a courier cannot reach you, or changes are made to delivery services, all additional fees will be paid by the customer.

Customer ID:

Quote ID: 850676

Customer Order Number:

Product ID	Description	Weight	Qty	Price	Amount
------------	-------------	--------	-----	-------	--------

**Notes**

**Ships via FREIGHT from MO & MI with appointments for delivery. Customer responsible for unloading.**

**PLEASE NOTE: Safety surfacing is required for playground equipment used in commercial settings in accordance with CPSC guidelines for Public Playground Safety. It is not included in this quote.**

2 Bays - 2 3/8" Top Rail 12 Foot High Primary Tripod with Seat Belts & Chain

MSRP = \$2,691.00

AGES = 2-12

USE ZONE = 48'0" x 44'0"

JennSwing Molded Swing Seat - Blue

MSRP = \$594.00

AGES = 2-12

Gaga Ball Pit - Standard Octopit

MSRP = \$5,185.00

AGES = 2-12 & Adults

# Jeremy Caudle

---

**From:** WillyGoat Toys & Playgrounds <fun@willygoat.com>  
**Sent:** Monday, October 14, 2024 1:01 PM  
**To:** Jeremy Caudle  
**Subject:** WillyGoat Equipment Quote #D32188

**Categories:** Council priorities projects



QUOTE #D32188

## WillyGoat Quote

Below is the quote you requested. All quoted prices assume payment via ACH, check, or wire. Paying with a credit card will void any discounts. To place an order, please give us a call or reply to this email at [fun@willygoat.com](mailto:fun@willygoat.com). Checks can be mailed to PO Box 59278, Birmingham, AL 35259.

## Quote summary



**Gaga Ball Pit × 1**  
20 Feet  
APS-GaGaPit20

**\$2,170.00**



**JennSwing ADA Swing Seat × 1**  
Pink  
382-411P

**\$680.00**



**Tripod Swing Set × 1**

4 Swings / 12 Feet  
581-422

**\$2,859.00**

---

Discount  GOOD THROUGH 11-15-2024 **-\$117.00**

Subtotal **\$5,592.00**

Shipping **\$2,408.00**

---

Total **\$8,000.00 USD**

You saved \$117.00

---

To pay via wire or check, please [give us a call](tel:) or email us at [fun@willygoat.com](mailto:fun@willygoat.com)

## Customer information

### Shipping address

JEREMY CAUDLE  
CITY OF LOWELL  
70 N PIONEER ST

LOWELL OR 97452  
United States

## Shipping method

Freight Shipping  
\$2,408.00

## Store information

### Store address

**WillyGoat LLC**  
PO Box 59278  
Birmingham, AL 35259

### Store info

Email: [fun@willygoat.com](mailto:fun@willygoat.com)  
Phone: 888.920.4628

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If you have any questions about your quote, reply to this email or contact us at [fun@willygoat.com](mailto:fun@willygoat.com)

Discounts are void and quotes expire after the date listed in the discount section as "Good Through". Payment or approved purchase orders must be received by the quote expiration to maintain the quoted price. This transaction may be subject to use taxes. The purchaser is responsible for complying with their state and local use tax requirements and will be required to provide proof of tax exemption.

If your organization is tax exempt and you did not upload your tax certificate when requesting a quote, please [click here to upload](#) or reply to this email with your tax exemption certificate. We will review it and send you a quote without taxes.

Unless otherwise agreed upon, payment must be paid in full upon ordering. Orders paid for by credit card will void any discounts offered. WillyGoat accepts purchase orders from some schools and government organizations. Orders destined outside the continental United States must be prepaid via bank wire. Payment address for purchase orders is WillyGoat LLC, PO Box 59278, Birmingham, AL 35259.

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By ordering you accept terms and conditions of WillyGoat, LLC policy located <https://willygoat.com/policies>. We suggest you thoroughly review the Terms of Service as well as our Shipping and Return Policies before placing an order. Please contact us with any questions you may have!

Lead times for items labeled "Quick Ship" are only valid while supplies last and are subject to change with inventory levels. Order quickly to secure the current lead time, or check with our customer service team to confirm the lead times before placing your order. We are happy to offer some products with a quick lead time, generally referred to as "Quick Ship" products. If you would like to order a quick ship item, please note that ordering multiple items from the same manufacturer will ship according to the longest lead time for the products in that order. We can accommodate a quick shipment alongside a longer lead time, if needed, but it may incur costs to separate your shipments.

Order must be confirmed either on the phone with WillyGoat customer service at 888.920.4628, via email by replying to this email, or by purchase order to [fun@willygoat.com](mailto:fun@willygoat.com).

Installation is not included unless specifically noted above in the quote.

For orders where installation is specifically noted, please read the following:

Site for installation should be a level grassy surface and allow for unrestricted access of trucks and machinery. Site should have water and electrical access as well as trash facilities for box, bag, and excess waste. Customer understands it is their responsibility to obtain and pay for any permits or government regulations. Further, it is the customer's obligation to understand and immediately notify WillyGoat and the installer of any rules and regulations, government or otherwise, and will be responsible for any labor, time or cost delay due to such compliance and delays. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, concrete-like substance, or any concealed materials or conditions that may result in additional labor or materials cost. Customer must do an inventory and is responsible for unloading of the equipment at delivery. The equipment must be placed within close proximity of the installation site. Any missing parts not noted and ordered with WillyGoat before installer arrives will be the responsibility of the customer. Customer will be billed hourly or per job for any additional costs by the installer. Customer acknowledges that by signing off on the installation, any additional services or requests will incur additional fees that are their responsibility in full. Additionally, if such a request is submitted, all prior balances must be paid in full before the service is handled. All disputes arising out of payment for services will be handled in the jurisdiction of Jefferson County, Alabama.

For orders in excess of \$5,000 or that require installation, please print and email this signed quote to [fun@willygoat.com](mailto:fun@willygoat.com).



405 Golfway West Dr  
 #101, St. Augustine,  
 FL 32095  
 United States

**Sales Representative**

[info@playgroundoutfitters.com](mailto:info@playgroundoutfitters.com)

QUOTE #: QN000208  
 CREATED DATE: 11th Sep 2024  
 EXPIRED DATE: 25th Oct 2024

**CITY OF LOWELL**

**Bill To**

Jeremy Caudle  
 70 N. Pioneer St.  
 Lowell Oregon 97452  
 United States

**Ship To**

Jeremy Caudle  
 70 N. Pioneer St.  
 Lowell Oregon 97452  
 United States

**Contact**

Jeremy Caudle  
 541-359-8768  
[jcaudle@ci.lowell.or.us](mailto:jcaudle@ci.lowell.or.us)

		Price	Qty	Discount	Total
	<b>SKU: 2BY2GAGA20-IG-VS</b> In-Ground Mount Gaga Ball Pit - 20 foot Models: 2BY2GAGA20-IG-VS Notes:	\$1,259.00	1	0.00%	\$1,259.00
	<b>SKU: 382-411G</b> JennSwing Molded Swing Seat ADA Color: Jungle Green Notes:	\$595.00	1	14.00%	\$511.70
	<b>SKU: 581-442</b> Heavy Duty Modern Tripod Swing 12 Foot Swing Bays: 2 Bays (4 seats) Type: Includes Swings with Chains Fittings Colors: Green Notes:	\$3,611.00	1	14.00%	\$3,105.46
	<b>SKU: FREE-SHIP</b> Free Shipping Special Notes: FREE SHIPPING ON GAGA BALL PIT ONLY CONTINGENT ON ORDER BEING PLACED ON OR BEFORE 10/25/24	\$0.00	1	0.00%	\$0.00
	<b>SKU: CP-ABBD-10</b> October - Spooky Savings Notes: DISCOUNT CONTINGENT ON ORDER BEING PLACED ON OR BEFORE 10/25/24	\$0.00	1	0.00%	\$0.00

**Thank you for your Business!**

If you have any questions , please contact us at  
[info@playgroundoutfitters.com](mailto:info@playgroundoutfitters.com)

**Quote Totals**

Total Price \$5,465.00  
 Total Discount \$588.84

Shipping(Custom Shipping)	\$2,266.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$7,142.16</b>

### Notes

Thank you for your quote request! If you have any further questions, please email me at [info@playgroundoutfitters.com](mailto:info@playgroundoutfitters.com) or give me a call 904-417-6126 and I am more than happy to speak with you!

If you are ready to place your order, please click the pay now button to CONFIRM your order and enter the necessary billing and shipping info. Your order will not be processed until this step is completed.

### Terms and Conditions

#### Offloading Freight

This item is packaged too large for UPS, FedEx, or USPS. A freight trailer is up to 53 feet long. Unload by hand with 2 - 3 people.

Upon delivery you will be responsible for offloading your equipment. If you need a liftgate, let us know before your order ships and we can add it to your quote. Please contact us if you need to know the specifics about what is needed to offload your order.



1050 Columbia Dr.  
Carrollton, GA 30117

1.800.327.8774  
superiorrecreation.com

QUO0293338

CREATED: 10/8/2024

EXPIRES: 11/7/2024

PROJECT NAME	NOTES
City of Lowell	***NASPO OREGON CONTRACT #PO-10700-00020949***

BILL TO	SHIP TO	TERMS
	Jeremy Caudle-541-204-0330 City of Lowell Lowell OR 97452	Prepaid

QTY	ITEM	UNIT PRICE	EXTENDED PRICE
	<b>Comment</b> - ***NASPO OREGON CONTRACT #PO-10700-00020949***		
1	<b>90015312XX</b> - Tri-Pod Swing Frame - 10' - 2 Bay - Galvanized Frame	\$2,695.00	\$2,695.00
2	<b>BSIS-25T</b> - 2-5 Yrs. Inclusive Swing - Tan Harness	\$932.00	\$1,864.00
1	<b>90015108XX</b> - Belt Seat Bay - 8'	\$273.00	\$273.00
	<b>Subtotal.</b>		<b>\$4,832.00</b>
	<b>NASPO ValuePoint Playground Equipment</b> - NASPO Playground 12% Discount	-12%	<b>(\$579.84)</b>
	<b>Subtotal.</b>		<b>\$4,252.16</b>
1	<b>Freight: Freight Out Billable and Handling</b> - Freight: Freight Out Billable and Handling	\$1,100.00	\$1,100.00
		<b>Subtotal</b>	<b>\$5,352.16</b>
		<b>Tax (0%)</b>	<b>\$0.00</b>
		<b>Net Total</b>	<b>\$5,352.16</b>

Important note: Superior customers are responsible for any and all sales tax due. Tax rate(s) are fluid and dependent upon the exact ship-to and the effective rate on the date the order ships from any Superior facility. If exempt, please provide tax exempt documents when submitting your signed quote or purchase order, if not already provided. Taxes may not be displayed on the quote or sales order but will be billed where required by law.

Thank you for the opportunity to quote your upcoming project! If you have any questions, please contact our Customer Service Department at 1.800.327.8774. Quotes do not include installation or safety surfacing unless otherwise noted. In the event of any inconsistencies in regards to terms, the terms stated on this quote shall control.

PREPARED BY: Katrina Lockhart