

Lowell City Council
Work Session Agenda
Tuesday, April 1st at 7:00 P.M.

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

Call to Order/Roll Call

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

Work sessions are held for the City Council to receive background information on City business and to give Council members an opportunity to ask questions and express their individual views. No decisions are made, and no votes are taken on any agenda items. The Public is invited to attend, however, there is generally no public comment period.

Work Session Topic(s)

1. Draft -Wage, Salary and Benefit Study- Ruth Mattox
2. Sale of Old City Hall
3. City Administrator position discussion

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

Adjourn

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SALARY SURVEY REPORT

Prepared for:

City of Lowell, Oregon

March 2025

Prepared by:

Ruth S. Mattox

Fingerhold Consulting LLC
Contracted Consultant



Local Government Personnel Services - LGPS

a program of Lane Council of Governments

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1 SCOPE OF STUDY

1.1 PROJECT SUMMARY

At the request of the city of Lowell (City), Local Government Personnel Services (LGPS) conducted a salary survey, including market-based salary recommendations, for the city's information and consideration.

1.2 POSITIONS INCLUDED

Eight (8) city positions were included in the project, as listed below:

Position Title

City Administrator

City Clerk

Public Works Director

Lead Operator

Operator

Utility Worker

Maintenance Worker

Library Director

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1.3 COMPARATORS

Ten (10) Oregon cities were included as market comparators. Appropriate comparators were selected in consultation with LGPS, with consideration of population*, services provided, and market area. LGPS collected data from comparators, as listed below.

City	Population*	Participation
Brownsville	1,846	Participated
Amity	1,826	Participated
Clatskanie	1,767	Participated
Canyonville	1,703	Partial Participation
Adair Village	1,496	Participated
Coburg	1,475	Participated
Riddle	1,248	Partial Participation
Siletz	1,242	Participated
Yoncalla	1,078	Partial Participation
Falls City	1,066	Participated

The city of Lowell is estimated to have a population of 1,261*.

*PSU Certified Population Estimates, December 15, 2023.

2 METHODOLOGY

2.1 OVERVIEW

LGPS engaged in discussions with the City Administrator and Public Works Director to obtain expectations and define project parameters. This was done via e-mail and video conference.

LGPS collected job descriptions, salary data, and benefits information from the city of Lowell and each comparator organization. Data was analyzed, compiled and presented in this report.

2.2 POSITION ANALYSES

Appendix A includes raw data tables for 8 city positions. The data presented in Appendix A illustrates the city's market position compared to similar jobs in the surveyed organizations.

In terms of mathematics, salary data in Appendix A is presented as a percentage difference from the average and median (at the minimum, mid-point, and maximum). This method is used to clearly communicate what percentage the city would apply to their own data should the city choose to adjust wages up or down to match the market data.

Example 1: *If the city paid \$4,000 per month and the market average was \$5,000 per month, the difference would be calculated as follows: $\$4,000 - \$5,000 = <-\$1,000>$. The difference of $<-\$1,000>$ would then be divided by \$4,000 to show the city as behind the market average by 25%. The city's wages could then be increased by 25% to match the market average as follows: $\$4,000 \times 1.25 = \$5,000$.*

Example 2: *If the city paid \$5,000 per month and the market average was \$4,000 per month, the difference would be calculated as follows: $\$5,000 - \$4,000 = \$1,000$. The difference of \$1,000 would then be divided by \$5,000 to show the city ahead of the market by 20%.*

This is a simple math method to provide clear and easily understandable information regarding how the city compares to the market.

3 FINDINGS AND ANALYSIS

3.1 INSUFFICIENT JOB MATCHES

In most cases, no two jobs are exactly alike; therefore, LGPs evaluated job descriptions to match the city's jobs with similar jobs of comparator entities.

Because each entity has a different structure for program delivery, staff size, and organizational philosophies not all comparators have positions that can be matched with the city's positions. In these cases, no comparable class exists and is noted, where applicable, on the Raw Data Report (see Appendix A).

Each job should have at least three to four job matches to provide adequate market data for use in making compensation decisions, but this is not the case for all surveyed positions.

The following positions yielded an insufficient number of job matches:

Position Title	Matches
Utility Worker	2
Maintenance Worker	0
Library Director	2

3.2 MARKET PLACEMENT

The table provided in this section summarizes the results of the external market salary survey, showing how the city’s positions place in relation to the market average. Detailed information can be found in Appendix A.

Adjusted base reflects base wages (stated monthly), adjusted by any employee paid insurance premiums and/or employer paid PERS IAP “pick-up” when applicable.

Job Title	Current Monthly Base			Adjusted Monthly Market Average			Current vs Adjusted Market Average		
	MIN	MID	MAX	MIN	MID	MAX	MIN	MID	MAX
City Administrator	8,246.08	8,246.08	8,246.08	8,471.67	8,907.68	9,343.69	-2.74%	-8.02%	-13.31%
City Clerk	3,722.55	4,397.99	5,073.42	4,099.35	4,640.48	5,181.61	-10.12%	-5.51%	-2.13%
Public Works Director	5,489.73	6,485.74	7,481.75	6,521.05	7,452.15	8,383.25	-18.79%	-14.90%	-12.05%
Lead Operator	4,226.68	4,993.59	5,760.50	4,934.03	5,570.17	6,206.32	-16.74%	-11.55%	-7.74%
Operator	3,812.25	4,503.92	5,195.58	3,725.23	4,278.66	4,832.10	2.28%	5.00%	7.00%
Utility Worker	2,870.40	3,391.20	3,912.00	Insufficient Job Matches			Insufficient Job Matches		
Maintenance Worker	2,870.40	3,391.20	3,912.00	Insufficient Job Matches			Insufficient Job Matches		
Library Director	3,229.20	3,815.19	4,401.17	Insufficient Job Matches			Insufficient Job Matches		

LGPS has relied on the mid-point as the basis for its findings and recommendations. This is primarily because the city and some comparator entities pay flat rates for some or all positions (rather paying within established ranges).

The above table reflects the following:

- Four (4) of eight (8) positions place below the market*.
- One (1) of eight (8) positions place at market*.
- Three (3) of eight (8) positions resulted in an insufficient number of job matches to provide adequate market data (see section 3.1).

*LGPS defines “at market” as: placing within +/- 5% of the market average.

3.3 HEALTH INSURANCE COMPARISON

LGPS collected health plan details from the city's comparators. Plan details and other related information were evaluated and have been summarized in the table below.

The majority of comparators offer a standard co-pay plan, while the city offers a qualified high deductible health plan.

In relation to the two comparators who also offer a qualified high deductible health plan, the city provides substantially similar levels of benefit. The city pays 100% of monthly medical, dental, and vision plan premiums and, additionally, contributes to a Health Savings Account which employees may utilize to be reimbursed for their out-of-pocket medical expenses.

Comparators	MEDICAL PLAN NAME	ANNUAL DEDUCTIBLE		ANNUAL OUT-OF-POCKET MAX		COINSURANCE LEVEL	PRESCRIPTION CO-PAY		ANNUAL EMPLOYER PD HSA/HRA/VEBA		PREMIUM COST SHARE	MONTHLY PREMIUMS - FAMILY COVERAGE		
		Individual	Family	Individual	Family		Generic	Brand Preferred	Individual	Family		Total	Employer Pd	Employee Pd
Brownsville	CIS CoPay E	250.00	750.00	2,250.00	4,750.00	20%	\$10	\$40	0.00	0.00	95% ER Paid	2,666.36	2,533.04	-133.32
Amity	Oregon Laborers Hrlly Assoc II & A	200.00	600.00	2,200.00	5,600.00	20%	\$4	30%	0.00	0.00	100% ER Paid	1,200.00	1,200.00	0.00
Clatskanie	CIS CoPay E	250.00	750.00	2,250.00	4,750.00	20%	\$10	\$40	0.00	0.00	100% ER Paid	2,622.80	2,622.80	0.00
Canyonville	CIS HDHP-4	1,700.00	3,400.00	3,400.00	6,800.00	20%	20%	20%	1,700.00	3,400.00	95% ER Paid	2,108.36	2,012.09	-96.27
Adair Village	CIS HDHP-5	2,500.00	5,000.00	5,000.00	10,000.00	20%	20%	20%	3,800.00	3,800.00	100% ER Paid	1,986.42	1,986.42	0.00
Coburg	CIS CoPay F	500.00	1,500.00	2,500.00	5,000.00	20%	\$10	\$40	600.00	600.00	95% ER Paid	2,518.75	2,392.81	-125.94
Riddle	CIS CoPay E	250.00	750.00	2,250.00	4,750.00	20%	\$10	\$40	0.00	0.00	100% ER Paid	2,627.38	2,627.38	0.00
Siletz	CIS CoPay E	250.00	750.00	2,250.00	4,750.00	20%	\$10	\$40	0.00	0.00	100% ER Paid	2,631.22	2,631.22	0.00
Yoncalla	CIS CoPay E	250.00	750.00	2,250.00	4,750.00	20%	\$10	\$40	0.00	0.00	85% ER Paid	2,583.82	2,196.25	-387.57
Falls City	CIS Kaiser CoPay B	0.00	0.00	1,500.00	3,000.00	N/A*	\$10	\$20	0.00	0.00	Flat Rate	2,756.23	2,556.23	-200.00
Average		615.00	1,425.00	2,585.00	5,415.00	0.20			610.00	780.00		2,370.13	2,275.82	-94.31
Median		250.00	750.00	2,250.00	4,750.00	0.20			0.00	0.00		2,603.31	2,462.93	-88.14
Lowell	CIS HDHP-4	1,700.00	3,400.00	3,400.00	6,800.00	20%	20%	20%	1,700.00	3,400.00	100% ER Paid	2,151.92	2,151.92	0.00
% difference from average		63.82%	58.09%	23.97%	20.37%	0.00%			64.12%	77.06%		-10.14%	-5.76%	
% difference from median		85.29%	77.94%	33.82%	30.15%	0.00%			100.00%	100.00%		-20.98%	-14.45%	

Notes / Comments related to Health Insurance Comparison:

ER: is an abbreviation for “employer”.

Monthly Premium Columns: Include premiums for Medical, Dental, and Vision coverage.

Prescription Co-Pay Columns: Prescription co-pay types are not standardized across plans, resulting in a mix of Flat Dollar and Percentage Copays. Consequently, average and median are unable to be accurately calculated and, therefore, are not presented.

Clatskanie: The city contributes \$600 per year to a HRA/VEBA for represented positions only. Represented positions have coverage through Teamsters Trust plans.

Amity: For the total monthly premium, the city provided an estimated amount, rather than an actual amount

Falls City: Keizer managed care plan provides that covered members pay a CoPay for most services (different from a traditional CoPay plan which typically requires CoPays for office visits and co-insurance for other types of services).

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3.4 PAID LEAVE COMPARISON

LGPS collected details about paid leave programs from the city and its comparators. Paid leave accruals are presented in the below table, in terms of days accrued per year. Where comparators offer different accrual schedules per employee group, information for the general employee group is presented in the table below.

When considering holiday leave alone, the city offers .61 fewer paid holidays (-6%) per year.

For vacation leave, the city offers more days per year at hire (6% on average) and fewer days per year as employee tenure increases (-22% on average at the 25-year mark).

Total days of leave at the 10-year mark includes: sick, holiday, personal/other, and vacation accrued upon completion of 10 years. And, at the 10-year mark, on average the city offers .56 of one day more per year than its comparators (1%).

Comparators	DAYS PER YEAR			VACATION LEAVE - DAYS PER YEAR						TOTAL 10-Year Mark
	Sick	Holiday	Personal/Other	Start	5 Years	10 Years	15 Years	20 Years	25 Years	
Brownsville	12.00	11.50	0.00	10.00	15.00	20.00	20.00	20.00	20.00	43.50
Amity	12.00	12.00	1.00	12.00	13.50	16.50	19.50	21.00	24.00	41.50
Clatskanie	12.00	12.00	0.00	10.00	15.00	20.00	25.00	30.00	30.00	44.00
Canyonville	12.00	11.00	0.00	5.00	12.50	15.00	16.00	20.00	20.00	38.00
Adair Village	12.00	11.00	0.00	12.00	15.00	21.00	24.00	24.00	24.00	44.00
Coburg	12.00	12.00	0.00	12.00	12.00	17.00	19.00	20.00	20.00	41.00
Riddle	<i>No Response Received</i>									
Siletz	12.00	12.00	1.00	12.00	15.00	18.00	21.00	21.00	21.00	43.00
Yoncalla	12.00	11.00	0.00	0.00	15.00	20.00	25.00	30.00	35.00	43.00
Falls City	12.00	12.00	0.00	12.00	15.00	20.00	20.00	25.00	25.00	44.00
<i>Average</i>	12.00	11.61	0.22	9.44	14.22	18.61	21.06	23.44	24.33	42.44
<i>Median</i>	12.00	12.00	0.00	12.00	15.00	20.00	20.00	21.00	24.00	43.00
Lowell	12.00	11.00	0.00	10.00	15.00	20.00	20.00	20.00	20.00	43.00
<i>% difference from average</i>	0%	-6%		6%	5%	7%	-5%	-17%	-22%	1%
<i>% difference from median</i>	0%	-9%		-20%	0%	0%	0%	-5%	-20%	0%

Notes / Comments:

Amity: The City Administrator may request up to a maximum of five days of Administrative Leave per fiscal year, which may be granted by the sole discretion of the City Council.

3.5 RETIREMENT BENEFITS COMPARISON

LGPS collected policy statements and other documents from the city and its comparators in order to glean details about retirement benefits offered.

Seven (7) out of eight (8) PERS-participating comparators “pick up” the employee’s 6% IAP contribution, whereas the city does not. This impacts the city’s pay in relation to the adjusted market average (see section 3.2) and should be factored into the city’s total compensation package.

Comparators	PERS RETIREMENT	NON-PERS RETIREMENT
Brownsville	<ul style="list-style-type: none"> • Not PERS Participating 	<ul style="list-style-type: none"> • Employer Sponsored 401(a) Retirement Plan <ul style="list-style-type: none"> • City contributes 15% for employees with 10 or fewer years of service, 20% for employees with more than 10 years of service • Employer Sponsored Deferred Compensation Plan <ul style="list-style-type: none"> • Voluntary, employee paid contributions via payroll deduction
Amity	<ul style="list-style-type: none"> • PERS Participating Employer • Employer pays 6% IAP contribution on behalf of employee 	<i>Not Applicable</i>
Clatskanie	<ul style="list-style-type: none"> • PERS Participating Employer • Employer pays 6% IAP contribution on behalf of employee 	<ul style="list-style-type: none"> • Employer Sponsored Deferred Compensation Plan • Voluntary, employee paid contributions via payroll deduction
Canyonville	<ul style="list-style-type: none"> • PERS Participating Employer • Employer pays 6% IAP contribution on behalf of employee 	<i>No Response Received</i>
Adair Village	<ul style="list-style-type: none"> • PERS Participating Employer • Employer pays 6% IAP contribution on behalf of employee 	<i>Not Applicable</i>
Coburg	<ul style="list-style-type: none"> • PERS Participating Employer • Employer pays 6% IAP contribution on behalf of employee 	<ul style="list-style-type: none"> • Employer Sponsored Deferred Compensation Plan • City matches employee contributions by up to \$50/month
Riddle	<ul style="list-style-type: none"> • PERS Participating Employer • Employer pays 6% IAP contribution on behalf of employee 	<i>No Response Received</i>
Siletz	<ul style="list-style-type: none"> • Not PERS Participating 	<ul style="list-style-type: none"> • Employer Sponsored Simplified Employee Pension (SEP Plan) <ul style="list-style-type: none"> • Employees who work in excess of 120 hours/mo or 1440 hours/yr are eligible • City contributes 6% of employee gross wages • Employee must match city contribution by a minimum of 3%
Yoncalla	<ul style="list-style-type: none"> • PERS Participating Employer • Employer pays 6% IAP contribution on behalf of employee 	<ul style="list-style-type: none"> • Employer Sponsored Deferred Compensation Plan • Voluntary, employee paid contributions via payroll deduction
Falls City	<ul style="list-style-type: none"> • PERS Participating Employer • Employee IAP contribution deducted from pay 	<i>Not Applicable</i>
Lowell	<ul style="list-style-type: none"> • PERS Participating Employer • Employee IAP contribution deducted from pay 	<ul style="list-style-type: none"> • Employer Sponsored Deferred Compensation Plan • Voluntary, employee paid contributions via payroll deduction

3.6 ANCILLARY BENEFITS COMPARISON

LGPS collected information from the city and its comparators about ancillary benefits offered.

The city and all responsive comparators offer employer paid basic life and/or accidental death and dismemberment coverage. Three (3) of the responsive comparators provide employer paid long-term disability coverage. The majority of comparators who responded to our requests for information indicated sponsorship of a variety of voluntary, employee-paid coverages for which employees can elect to pay through payroll deduction.

Comparators	LIFE / AD&D	LONG-TERM DISABILITY	OTHER
Brownsville	<ul style="list-style-type: none"> • Employer Paid Basic Life of \$20,000 - Additional, Employee Paid Voluntary Life and AD&D available 	<ul style="list-style-type: none"> • Employee Pays Premiums based on plan selected 	<ul style="list-style-type: none"> • Voluntary Flexible Spending Account • Employer Paid Employee Assistance Program • Voluntary, Employee Paid Supplemental Insurance Available
Amity	<ul style="list-style-type: none"> • Employer Paid Basic Life and AD&D, amount not provided - Additional, Employee Paid Voluntary Life available 	<i>Not Applicable</i>	<i>Not Applicable</i>
Clatskanie	<ul style="list-style-type: none"> • Employer Paid Basic Life and AD&D of \$35,000 - Additional, Employee Paid Voluntary Life and AD&D available 	<i>Not Applicable</i>	<ul style="list-style-type: none"> • Voluntary Flexible Spending Account • Voluntary, Employee Paid Short-Term Disability coverage available
Canyonville	<i>No Response Received</i>		
Adair Village	<ul style="list-style-type: none"> • Employer Paid Basic Life and AD&D of \$10,000 - Additional, Employee Paid Voluntary Life and AD&D available 	<ul style="list-style-type: none"> • Employer Paid Premiums -Benefit is 50% of salary up to \$5,000 monthly max, after 90-day waiting period 	<ul style="list-style-type: none"> • Employer Paid Employee Assistance Program • Voluntary, Employee Paid Supplemental Insurance Available: - Identity Protection, Critical Illness, Hospital Indemnity, Accident, & Trauma
Coburg	<ul style="list-style-type: none"> • Employer Paid Basic Life, amount not provided - Additional, Employee Paid Voluntary Life and AD&D available 	<ul style="list-style-type: none"> • Employer Paid Premiums -Benefit is 50% of salary up to \$5,000 monthly max, after 90-day waiting period 	<ul style="list-style-type: none"> • Employer Paid Employee Assistance Program • Voluntary, Employee Paid Flexible Spending Program • Voluntary, Employee Paid Supplemental Insurance Available: - Short Term Disability, Identity Protection, Critical Illness, Hospital Indemnity, Accident, & Trauma
Riddle	<ul style="list-style-type: none"> • Employer Paid Basic Life and AD&D of \$20,000 - Additional, Employee Paid Voluntary Life available 	<i>No Response Received</i>	
Siletz	<ul style="list-style-type: none"> • Employer Paid Basic Life and AD&D of \$10,000 - Additional, Employee Paid Voluntary Life available 	<ul style="list-style-type: none"> • Employer Paid Premiums -Benefit is 50% of salary up to \$5,000 monthly max, after 90-day waiting period 	<ul style="list-style-type: none"> • Employer Paid Employee Assistance Program
Yoncalla	<i>No Response Received</i>		<ul style="list-style-type: none"> • Employer Paid Employee Assistance Program • Employer Paid Yearly Costco Membership • Voluntary, Employee Paid Flexible Spending Program • Voluntary, Employee Paid Supplemental Insurance Available via AFLAC
Falls City	<ul style="list-style-type: none"> • Employer Paid Basic Life and AD&D of \$50,000 - Additional, Employee Paid Voluntary Life available 	<i>Not Applicable</i>	<ul style="list-style-type: none"> • Employer Paid Employee Assistance Program
Lowell	<ul style="list-style-type: none"> • Employer Paid Basic Life of \$50,000 - Additional, Employee Paid Voluntary Life available 	<i>Not Applicable</i>	<ul style="list-style-type: none"> • Employer Paid Employee Assistance Program

3.7 ON-CALL/CALL OUT & CERTIFICATION PAY COMPARISON

LGPS collected information from the city and its comparators about on-call/call-out pay provisions and certification pay incentives offered.

The city and the majority of comparators define parameters related to pay for employees who are required to remain on-call and/or respond to work outside normal working hours, with no two policies alike.

Additionally, five (5) of the city's comparators provide incentives for employees who receive approved certifications; again, with a variety of incentives offered.

Comparators	ON-CALL / CALLOUT PAY	CERTIFICATION PAY
Brownsville	<u>On-Call:</u> employees compensated 4 hours for being on-call during weekends and holidays. <u>Call Out:</u> any extra call out required will be calculated at time and a half for hours worked.	Employees receive at least \$1.00 to base salary if they obtain a license or certification that helps the city accomplish its goals.
Amity	<u>Standby Time:</u> employees on standby for the week receive 4 hours of compensation at the regular rate. <u>Call Back Time:</u> employees receive comp time of not less than 2 hours when called back to work for hours not annexed consecutively to one end of the work shift or work day.	Not Applicable
Clatskanie	<u>Callback:</u> paid at a minimum of 2 hours at the rate of time and one-half the employee's regular rate of pay. <u>After hours work phone call:</u> employees responding to a work-initiated phone call for more than 5 minutes when off duty will be compensated in a minimum increment of 15 minutes. (this does not apply to requests for callback) <u>Weekend duties:</u> employees assigned weekend or holiday responsibilities receive an additional \$10 per day for each weekend or holiday assigned.	<u>Incentives:</u> as listed below and limited to 2 certifications to a maximum of 7%. If employee is promoted to a position that includes a requirement for a particular certification, the incentive will no longer be paid/applicable. <u>A.</u> For Utility I and II, Plant Operators, and Foreman: • Filter Endorsement, Cross Control Specialist - 3% each • AWS/API Welding Certificate, Pesticide App License, Limited Maintenance Electrician - 1% each <u>B.</u> For For Utility Worker I: • Water Distribution II, Water Treatment II, Wastewater Collections II - 3% each <u>C.</u> For Utility Worker II: • Wastewater Treatment III, Water Treatment III, Wastewater Collection III - 3% each <u>D.</u> For Wastewater Plant Operator: • Wastewater Treatment IV, Water Distribution II, Water Treatment II - 3% each <u>E.</u> For Water Treatment Plant Operator: • Wastewater Treatment II, Wastewater Collection II - 3% each <u>F.</u> For Foreman: • Water Treatment II, Filtration Endorsement, Wastewater Treatment II - 3% each
Canyonville	<u>Standby:</u> when assigned weekend or holiday standby duty, employee required to work four hours but will receive 8 hours of pay. If an employee is called back after having worked less than the full 8 hours, they will not receive call back pay until they have exceeded 8 hours. <u>Call Back:</u> each time an employee is called back during the same stand-by shift, they will be paid a minimum of 2 hours of work	Employees who obtain, at the city's request, a certification beyond that which is required by their job description receive an additional \$0.70 per hour added to their base wage. Employees not eligible to receive certification pay for more than 2 certifications. If advanced to higher classification, employees will not receive certification pay for certifications required for the position.
Adair Village	Not Applicable	Not Applicable
Coburg	<u>On Call:</u> paid at 1 hour at the standard rate of pay for every eight hours on-call.	As approved by the Supervisor and the City Administrator, certification pay is as follows: Public Works employees are limited to pay for 6 certificates, each paid at 1.5% of the employee's gross wage.
Riddle		No Response Received
Siletz	Not Applicable	Not Applicable
Yoncalla	<u>Standby Time:</u> employees are on standby for 7 days and are paid \$200 (\$28.58 per day) for staying within a 30-minute radius of the city. <u>On Call Emergency Time:</u> when called in to work outside of regular defined business hours, employee is paid at 1.5 times the regular hourly wage.	No Response Received
Falls City	Not Applicable	Employees receive an increase to hourly pay, based on certification received: \$0.50 per hour
Lowell	<u>On-Call:</u> paid 1 hour at the overtime rate per on-call shift <u>Call-Out:</u> when responding to a call employee is paid call-out pay in lieu of on-call pay as follows: paid at the overtime rate for actual hours worked in response to a call, in no case less than 2 hours.	Not Applicable

3.8 SALARY STRUCTURE COMPARISON

LGPS analyzed salary structures of each comparator in order to evaluate how the city's structure compares to that of its comparators.

There is high variation in the organization of salary structures. While the city and most comparators have step-in-grade salary structures the spread, number of steps, and percent between steps vary.

Comparators	Structure Type	Spread (diff between Min & Max)	# of Ranges / Grades	# of Steps	% Between Steps	% Between Ranges / Grades
Brownsville	Step in Grade	24.9%	10 (one per position)	10	2.5%	No Standard
Amity	Step in Grade	26.7%	9 (one per position)	7, plus 2 longevity steps	3%	No Standard
Clatskanie	Step in Grade	27.6%	18	6	5%	5%
Canyonville	Step in Grade	27% (generally)	5	10	2.6% (generally)	No Standard
Adair Village	Step in Grade	27.6%	7 (one per position)	6	5%	No Standard
Coburg	Step in Grade	29.4%	22 (one per position)	14	2%	No Standard
Riddle	Step in Grade	55%	6 (one per position)	10	5%	No Standard
Siletz	Step in Grade	12.6% (plus probationary step)	6 (one per position)	7 (plus probationary step)	2% (plus probationary step)	No Standard
Yoncalla	Flat Rates per Employee	N/A	N/A	N/A	N/A	N/A
Falls City	Flat Rates per Employee	N/A	N/A	N/A	N/A	N/A
Lowell	Step in Grade	36.3%	9 (one per position)	10	3.5%	No Standard

Notes / Comments:

Siletz: Ranges include a probationary step, which is not standardized across all positions

4 RECOMMENDATIONS

This section contains recommendations for use by the city as it takes into account its own needs and unique characteristics. The city retains the ability to employ the use of these recommendations as it deems appropriate.

4.1 INTERNAL EQUITY

The scope of this project included market-based recommendations only. Due to provisions of Oregon's Equal Pay Act, which became effective in 2019, internal equity – or more specifically “work of comparable character” – must, be considered when determining employee compensation. Oregon's Equal Pay Act defines “work of comparable character” as; “work that requires substantially similar knowledge, skill, effort, responsibility, and working conditions in the performance of work, regardless of job description or job title.”

If the city does not already have an internal equity evaluation methodology, it may choose to utilize LGPS's proprietary position evaluation methodology for this purpose or consider implementing another methodology for evaluating its jobs to determine “work of comparable character” within its organization.

4.2 EXTERNAL EQUITY

The city should consider evaluating the competitiveness of its defined market at regular intervals (generally every four to six years) in order to maintain market competitiveness.

In addition, the city should consider adopting a compensation philosophy that identifies a range within which its positions should place in relation to the market, overall. In the absence of a pre-defined compensation philosophy, LGPS generally considers “at market” to be within plus or minus five percent (+/-5%) of the market average of surveyed groups.

It is important to understand that, once market adjustments are made to the city's salary schedule, it is highly unlikely all of the city's positions will place within its target range; this is in large part due to the fact that both the city and its comparators will have different methodologies for determining internal equity, different philosophies for maintaining market competitiveness, different salary structures, and different organizational structures/distribution of work.

Internal equity and external (market) equity should be considered in tandem in order to ensure both are appropriately maintained. To do so, the city's current salary structure should be adjusted, when appropriate, to maintain overall market equity; next, individual positions should be assigned a salary range in a manner that maintains internal equity (as described above); and finally, individual employees should be placed on steps within their position's assigned salary range in a manner that is consistent with the city's salary administration policies/protocols and while maintaining internal equity (generally one step per year of service).

4.3 MARKET-BASED ADJUSTMENTS

This section includes market-based recommendations intended to bring the city’s wages in line with the market. Base wages are presented monthly for ease of comparison. See appendix B for a full recommended salary structure, which includes annual, monthly, and hourly rates of pay.

City Administrator – by Contract

The city administrator is paid at a flat rate, set by contract with the city council.

Some comparators have established a step-in-grade salary structure for their City Administrator/Manager positions and others set pay for the position at a flat rate. This is reflected in the data results as show by the variation between the market average at the minimum, mid-point, and maximum shown in the table below.

The proposed 7% adjustment to the monthly base is intended to bring this position in line with the market at the mid-point.

Job Title	Current Monthly Base			Proposed Monthly Base			Current vs Proposed			Proposed vs Adjusted Market Average		
	MIN	MID	MAX	MIN	MID	MAX	MIN	MID	MAX	MIN	MID	MAX
City Administrator	8,246.08	8,246.08	8,246.08	7,468.93	8,823.31	10,177.69	-9.42%	7.00%	23.42%	-11.84%	-0.95%	8.93%

Implementation Scenarios

In considering how to implement the results of this study for the City Administrator position, the council may wish to discuss various scenarios. For example:

- The city council could utilize the results to assist in developing a hiring range, if a flat rate of pay is maintained.

Implementation Scenario	MIN	MID	MAX
Hiring Range	7,468.93	8,823.31	10,177.69

- Or, the city may wish to implement a step-in-grade, merit-based scale for the city administrator position consistent with the structure currently in place for all remaining positions.

Implementation Scenario	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Step-in-Grade	7,468.93	7,730.34	8,000.91	8,280.94	8,570.77	8,870.75	9,181.22	9,502.57	9,835.16	10,179.39

Note: differences in the maximum values presented above are due to rounding.

All Remaining Positions – non-contracted

Recommended market-based adjustments for all remaining positions are as follows:

- City Clerk and Library Director: 7% market-based adjustments (the same percentage as recommended for the City Administrator position above)
- Public Works Director, Lead Operator, Utility Worker, and Maintenance Worker: 10% market-based adjustments
- Operator: currently “at-market”. No adjustment is recommended for this position.

Job Title	Current Monthly Base			Proposed Monthly Base			Current vs Proposed	Proposed vs Adjusted Market Average		
	MIN	MID	MAX	MIN	MID	MAX		MIN	MID	MAX
City Clerk	3,722.55	4,397.99	5,073.42	3,983.50	4,705.84	5,429.10	7.00%	-2.91%	1.39%	4.56%
Public Works Director	5,489.73	6,485.74	7,481.75	6,039.20	7,134.31	8,230.81	10.00%	-7.98%	-4.46%	-1.85%
Lead Operator	4,226.68	4,993.59	5,760.50	4,649.78	5,492.95	6,337.17	10.00%	-6.11%	-1.41%	2.06%
Operator	3,812.25	4,503.92	5,195.58	3,812.25	4,503.92	5,195.58	0.00%	2.28%	5.00%	7.00%
Utility Worker	2,870.40	3,391.20	3,912.00	3,157.72	3,730.32	4,303.65	10.00%	<i>Insufficient Job Matches</i>		
Maintenance Worker	2,870.40	3,391.20	3,912.00	3,157.72	3,730.32	4,303.65	10.00%	<i>Insufficient Job Matches</i>		
Library Director	3,229.20	3,815.19	4,401.17	3,455.62	4,082.25	4,709.66	7.00%	<i>Insufficient Job Matches</i>		

Implementation Recommendations

- To ensure the city maintains its position in the market, it is recommended that when market-based adjustments are applied to the entire salary schedule, employees receive the adjustment in accordance with their current range and step.
 - Any cost of living and/or merit-based adjustments should be made separate from market-based adjustments.

Salary Structure – General

The city’s current merit-based pay scale is appropriate and should be maintained with its 36.3% spread and steps at 3.5% each.

- In addition to recommended merit-based adjustments described above (see section 4.3), LGPS recommends the make appropriate updates to its employee manual to accurately reflect the structure of the pay scale.

See appendix B for LGPS’s recommended salary structure.

4.4 TOTAL COMPENSATION PROGRAMS

In addition to base pay, the city should ensure its total compensation and benefit programs are competitive with the market and appropriately aligned for internal equity. This section reviews recommendations for non-base-pay compensation and benefit programs included in the analysis.

Health Insurance

The high deductible health plan (HDHP), accompanying city-paid HSA contribution, and employer paid premiums offered by the city are at or above the benefits provided by other comparators who also offer HDHPs.

No change is recommended to this benefit at this time.

Paid Leave

On average, at the 10-year mark, the total days of paid leave offered by the city are substantially similar to the total days of paid leave offered by comparators at the 10-year mark.

If the city determines that it's appropriate to make adjustments to paid leave benefits, it may wish to increase days of paid leave for longer-term employees.

Retirement Benefits

The city is amongst the minority of PERS-participating comparators who do not “pick up” the employee portion of benefits. This has been taken into consideration in making the market-based recommendations above (section 4.3). Should the city choose to begin “picking up” the employee’s IAP contribution, market-based wages should be adjusted correspondingly.

Ancillary Benefits

Ancillary benefits provide the opportunity for the city to offer benefits that can be meaningful for employees at minimal overall cost to the city. The city may wish to consider offering supplemental benefits which employees can purchase and pay for via payroll deduction. Programs such as long-term and/or short-term disability insurance, identity protection, critical illness coverage, etc. can be obtained through CityCounty Insurance Services and insurance providers.

On-Call/Call Out Pay and Certification Incentives:

LGPS recommends the following with regard to these programs:

- On-Call Pay: the city's current on-call pay policy is adequate. No change is recommended at this time.
- Call-Out Pay
 - Although the current call out pay policy only applies to employees assigned to public works, the city may consider to offer call out pay to any hourly, non-exempt employee who is required to respond and assist in city operations in cases of emergency. It is unnecessary, although not prohibited, to offer call out pay to employees in salaried, exempt positions.
- Certification Pay
 - The city does not currently offer certification pay. If the city decides to implement certification incentive pay, LGPS recommends the following guiding principles:
 - Do not offer incentive pay for certifications that are required to in order to qualify for and/or perform the essential functions of a given position.
 - If provided, certification pay should be offered as an incentive to employees who obtain certifications that are above those minimally required for a given position, of value/benefit to the city and related to work performed.
 - Predetermine all parameters including certifications that may qualify for incentives, the amounts of any certification incentives, and any maximum/caps to incentives.
 - Do not increase the employee's base pay by the amount of the certification incentive. Base pay should reflect only the city's merit-based pay scale.
- In general, any additional pay/incentive (such as on-call, call out, and certification pay) should not be rolled into the employee's base hourly wage.

4.5 JOB DESCRIPTIONS/JOB TITLES

LGPS recommends the city ensure job descriptions and job titles accurately and appropriately reflect the duties, qualifications, and requirements for each positions. Specifically, LGPS recommends the following:

- Create an accurate job description for the city's current Maintenance Worker position and retitle the position as "Custodian".
- Create an accurate job description for the seasonal/temporary position (which was not included in this analysis)
- Review and update job descriptions for all remaining positions and ensure appropriate job titles.
- Follow the recommendations for on-going maintenance and continuation presented in section 5.4 below.

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5 FUTURE CONSIDERATIONS

5.1 RECRUITMENT

It is important to be aware of recruitment and retention issues. One indicator of the possible need to address a classification would be a history of difficulties in recruiting for and retaining employees in a particular job.

5.2 INTERNAL EQUITY

As of January 1, 2019 wage disparities for “work of comparable character” are unlawful. The city should implement an internal equity evaluation methodology to guard against inequities amongst employees internally, and consistently apply the methodology for any new and/or modified positions internally. Additionally, the city should be aware that total compensation programs are considered “pay” by Oregon’s Equal Pay Act.

5.3 TOTAL COMPENSATION

The city should consider the impact of total compensation on the competitiveness of its job. The data within this report represents an analysis of base wage compensation along with other compensable factors. Raw data tables provided in appendix A show base wages, adjusted by employer paid PERS (or other similar employer sponsored pension program) contributions and employee paid insurance premiums.

Additional comparison tables have been provided in the body of this report to show how the City compares to the market in regards to paid time off, health insurance benefits, longevity incentives, and other programs.

Any modifications to the wages and/or benefits should include consideration of total compensation.

5.4 MAINTENANCE AND CONTINUATION

Individual classifications should be monitored and tracked as part of the city’s regular salary review process. At minimum all job descriptions should be reviewed on an annual basis and internal equity maintained as part of the city’s merit review process.

Additionally, a market-based analysis and the compensation structure should be reviewed every four to six years. Some individual jobs may require closer monitoring and be reviewed on a more frequent basis.

On-going, the city should consider making non-merit-based Cost of Living Adjustments (COLAs) to the adopted pay scale on an annual basis. The city should consider several factors when considering COLAs such as the Consumer Price Index, the state of the local economy, the city's ability to fund such increases, and/or its comparator's COLAs.

Any market-based adjustments and/or COLAs made should be applied to the entire salary schedule and all employees should receive the adjustment in accordance with their current range and step.

Employees who *have not* reached the top step of their classification's assigned range, would be eligible to receive any market-based adjustment and/or COLA applied to the salary schedule, as well as a merit-based step increase in accordance with the city's policies and practices. Employees who *have* reached the top step of their classification's assigned range would be eligible to receive any COLA applied to the salary schedule, but not a step increase.

On-going, the city should ensure compensation practices are consistent with policies and state/federal regulations. Where inconsistencies exist, the city should determine the appropriate adjustment to be made and maintained for compliance.

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APPENDIX A: RAW SURVEY DATA

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**INDEX OF POSITIONS INCLUDED IN THE RAW DATA, APPENDIX A
LISTED IN ALPHABETICAL ORDER**

Position Title	Page
City Administrator	1
City Clerk	2
Lead Operator	4
Library Director	8
Maintenance Worker	7
Operator	5
Public Works Director	3
Utility Worker	6

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Raw Data Report

City Administrator											
Organization	population	Title	MONTHLY SALARY (PER 1.0 FTE)					ADJUSTED COMPENSATION			Comments
			MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	
Brownsville	1,846	City Administrator	7,099.73	7,982.87	8,866.00	0%	-133.32	6,966.41	7,849.55	8,732.68	
Amity	1,826	City Administrator	6,825.00	7,487.00	8,149.00	6%	0.00	7,234.50	7,936.22	8,637.94	
Clatskanie	1,767	City Manager	11,005.00	11,005.00	11,005.00	6%	0.00	11,665.30	11,665.30	11,665.30	
Canyonville	1,703	City Administrator/Recorder	5,151.47	5,868.20	6,584.93	6%	-96.27	5,364.28	6,124.02	6,883.76	
Adair Village	1,496	City Administrator	13,167.00	13,167.00	13,167.00	6%	0.00	13,957.02	13,957.02	13,957.02	Wage effective Jan 1, 2025
Coburg	1,475	City Administrator	9,583.33	9,583.33	9,583.33	6%	-125.94	10,032.40	10,032.40	10,032.40	
Riddle	1,248	City Manager/Recorder/Treasurer	5,695.91	5,810.22	5,924.53	6%	0.00	6,037.66	6,158.83	6,280.01	
Siletz	1,242	NCC									City Recorder not a match
Yoncalla	1,078	City Administrator	9,583.33	9,583.33	9,583.33	6%	-387.57	9,770.76	9,770.76	9,770.76	
Falls City	1,066	City Manager / Recorder	5,416.67	6,875.00	8,333.33	0%	-200.00	5,216.67	6,675.00	8,133.33	
		Average	8,169.72	8,595.77	9,021.83		-104.79	8,471.67	8,907.68	9,343.69	9
		Median	7,099.73	7,982.87	8,866.00		-96.27	7,234.50	7,936.22	8,732.68	# of position matches
Lowell	1,261	City Administrator	8,246.08	8,246.08	8,246.08	0%	0.00	8,246.08	8,246.08	8,246.08	
		% difference from average	0.93%	-4.24%	-9.41%			-2.74%	-8.02%	-13.31%	NCC: No Comparable Class
		% difference from median	13.90%	3.19%	-7.52%			12.27%	3.76%	-5.90%	NR: No Response Received

Raw Data Report

City Clerk											
Organization	population	Title	MONTHLY SALARY (PER 1.0 FTE)					ADJUSTED COMPENSATION			Comments
			MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	
Brownsville	1,846	Administrative Assistant	4,331.60	4,870.67	5,409.73	0%	-133.32	4,198.28	4,737.35	5,276.41	
Amity	1,826	City Clerk	3,954.00	4,337.50	4,721.00	6%	0.00	4,191.24	4,597.75	5,004.26	Works under direction of Treasurer/Recorder
Clatskanie	1,767	Senior Clerk	4,230.00	4,814.50	5,399.00	6%	0.00	4,483.80	5,103.37	5,722.94	
Canyonville	1,703	Administrative Assistant	3,055.87	3,452.80	3,849.73	6%	-96.27	3,142.95	3,563.70	3,984.45	
Adair Village	1,496	Assistant City Recorder	4,827.92	5,494.88	6,161.83	6%	0.00	5,117.59	5,824.57	6,531.54	
Coburg	1,475	NCC									
Riddle	1,248	Deputy Clerk	3,749.20	4,782.27	5,815.33	6%	0.00	3,974.15	5,069.20	6,164.25	low quals
Siletz	1,242	NCC									
Yoncalla	1,078	City Clerk	3,750.00	3,750.00	3,750.00	6%	-387.57	3,587.43	3,587.43	3,587.43	
Falls City	1,066	NCC									
		Average	3,985.51	4,500.37	5,015.23		-88.17	4,099.35	4,640.48	5,181.61	7
		Median	3,954.00	4,782.27	5,399.00		0.00	4,191.24	4,737.35	5,276.41	# of position matches
Lowell	1,261	City Clerk	3,722.55	4,397.99	5,073.42	0%	0.00	3,722.55	4,397.99	5,073.42	
		% difference from average	-7.06%	-2.33%	1.15%			-10.12%	-5.51%	-2.13%	NCC: No Comparable Class
		% difference from median	-6.22%	-8.74%	-6.42%			-12.59%	-7.72%	-4.00%	NR: No Response Received

Raw Data Report

Public Works Director											
Organization	population	Title	MONTHLY SALARY (PER 1.0 FTE)					ADJUSTED COMPENSATION			Comments
			MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	
Brownsville	1,846	Public Works Superintendent	6,120.40	6,883.07	7,645.73	0%	-133.32	5,987.08	6,749.75	7,512.41	low quals
Amity	1,826	Public Works Superintendent	5,471.00	6,002.00	6,533.00	6%	0.00	5,799.26	6,362.12	6,924.98	
Clatskanie	1,767	Public Works Director	7,835.00	8,917.50	10,000.00	6%	0.00	8,305.10	9,452.55	10,600.00	
Canyonville	1,703	<i>NCC</i>									
Adair Village	1,496	Public Work Superintendent	7,441.92	8,469.96	9,498.00	6%	0.00	7,888.43	8,978.16	10,067.88	low quals
Coburg	1,475	Public Works Director	6,929.87	7,946.47	8,963.07	6%	-125.94	7,219.72	8,297.32	9,374.91	
Riddle	1,248	Public Works Director	6,751.33	8,614.67	10,478.00	6%	0.00	7,156.41	9,131.55	11,106.68	
Siletz	1,242	<i>NCC</i>									
Yoncalla	1,078	Public Works Supervisor	6,666.67	6,666.67	6,666.67	6%	-387.57	6,679.10	6,679.10	6,679.10	
Falls City	1,066	Public Works Superintendent	3,333.33	4,166.67	5,000.00	0%	-200.00	3,133.33	3,966.67	4,800.00	
		<i>Average</i>	6,318.69	7,208.37	8,098.06		-105.85	6,521.05	7,452.15	8,383.25	8
		<i>Median</i>	6,709.00	7,414.77	8,304.40		-62.97	6,917.76	7,523.53	8,443.66	<i># of position matches</i>
Lowell	1,261	Public Works Director	5,489.73	6,485.74	7,481.75	0%	0.00	5,489.73	6,485.74	7,481.75	
		<i>% difference from average</i>	-15.10%	-11.14%	-8.24%			-18.79%	-14.90%	-12.05%	<i>NCC: No Comparable Class</i>
		<i>% difference from median</i>	-22.21%	-14.32%	-11.00%			-26.01%	-16.00%	-12.86%	<i>NR: No Response Received</i>

Raw Data Report

Lead Operator											
Organization	population	Title	MONTHLY SALARY (PER 1.0 FTE)					ADJUSTED COMPENSATION			Comments
			MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	
Brownsville	1,846	NCC									
Amity	1,826	Public Works Utility Worker II	4,439.07	5,031.00	5,622.93	6%	0.00	4,705.41	5,332.86	5,960.31	
Clatskanie	1,767	Water Treatment Plant Operator II	5,142.00	5,852.50	6,563.00	6%	0.00	5,450.52	6,203.65	6,956.78	
Canyonville	1,703	Water Treatment Plant Operator	3,950.27	4,484.13	5,018.00	6%	-96.27	4,091.01	4,656.91	5,222.81	Associate's Degree
Adair Village	1,496	Utility Worker III	5,005.67	5,697.13	6,388.58	6%	0.00	5,306.01	6,038.95	6,771.90	
Coburg	1,475	Public Works Operator 3	4,598.53	5,273.67	5,948.80	6%	-125.94	4,748.51	5,464.15	6,179.79	
Riddle	1,248	Utility II	4,333.33	5,529.33	6,725.33	6%	0.00	4,593.33	5,861.09	7,128.85	
Siletz	1,242	Water Plant Operator	4,958.33	5,384.67	5,811.00	0%	0.00	4,958.33	5,384.67	5,811.00	
Yoncalla	1,078	Public Works Specialist II	5,666.67	5,666.67	5,666.67	6%	-387.57	5,619.10	5,619.10	5,619.10	
Falls City	1,066	NCC									
		Average	4,761.73	5,364.89	5,968.04		-76.22	4,934.03	5,570.17	6,206.32	8
		Median	4,778.43	5,457.00	5,879.90		0.00	4,853.42	5,541.62	6,070.05	# of position matches
Lowell	1,261	Lead Operator	4,226.68	4,993.59	5,760.50	0%	0.00	4,226.68	4,993.59	5,760.50	
		% difference from average	-12.66%	-7.44%	-3.60%			-16.74%	-11.55%	-7.74%	NCC: No Comparable Class
		% difference from median	-13.05%	-9.28%	-2.07%			-14.83%	-10.97%	-5.37%	NR: No Response Received

Raw Data Report

Operator											
Organization	population	Title	MONTHLY SALARY (PER 1.0 FTE)					ADJUSTED COMPENSATION			Comments
			MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	
Brownsville	1,846	Public Works Operator	3,570.67	4,014.40	4,458.13	0%	-133.32	3,437.35	3,881.08	4,324.81	
Amity	1,826	Public Works Utility Worker	3,957.20	4,485.00	5,012.80	6%	0.00	4,194.63	4,754.10	5,313.57	
Clatskanie	1,767	Utility Worker I	4,230.00	4,814.50	5,399.00	6%	0.00	4,483.80	5,103.37	5,722.94	
Canyonville	1,703	Utility Worker	3,468.40	3,928.60	4,388.80	6%	-96.27	3,580.23	4,068.05	4,555.86	
Adair Village	1,496	Utility Worker I	3,104.17	3,532.96	3,961.75	6%	0.00	3,290.42	3,744.94	4,199.46	
Coburg	1,475	Public Works Operator 2	4,028.27	4,620.20	5,212.13	6%	-125.94	4,144.03	4,771.47	5,398.92	
Riddle	1,248	Utility I	3,749.20	4,782.27	5,815.33	6%	0.00	3,974.15	5,069.20	6,164.25	
Siletz	1,242	NCC									
Yoncalla	1,078	Public Works Specialist I	3,833.33	3,833.33	3,833.33	6%	-387.57	3,675.76	3,675.76	3,675.76	
Falls City	1,066	Public Works Worker I	2,946.67	3,640.00	4,333.33	0%	-200.00	2,746.67	3,440.00	4,133.33	
		Average	3,654.21	4,183.47	4,712.74		-104.79	3,725.23	4,278.66	4,832.10	9
		Median	3,749.20	4,014.40	4,458.13		-96.27	3,675.76	4,068.05	4,555.86	# of position matches
Lowell	1,261	Operator	3,812.25	4,503.92	5,195.58	0%	0.00	3,812.25	4,503.92	5,195.58	
		% difference from average	4.15%	7.11%	9.29%			2.28%	5.00%	7.00%	NCC: No Comparable Class
		% difference from median	1.65%	10.87%	14.19%			3.58%	9.68%	12.31%	NR: No Response Received

Raw Data Report

Utility Worker												
Organization	population	Title	MONTHLY SALARY (PER 1.0 FTE)				PERS	EE Ins Cost	ADJUSTED COMPENSATION			Comments
			MIN	MID	MAX	MIN			MID	MAX		
Brownsville	1,846	NCC										
Amity	1,826	NCC										
Clatskanie	1,767	NCC										
Canyonville	1,703	NCC										
Adair Village	1,496	NCC										
Coburg	1,475	Public Works Operator 1	3,594.93	4,122.73	4,650.53	6%	-125.94	3,684.69	4,244.16	4,803.63		
Riddle	1,248	NCC										
Siletz	1,242	Utility Worker I	3,291.67	3,582.83	3,874.00	0%	0.00	3,291.67	3,582.83	3,874.00	Training position	
Yoncalla	1,078	NCC										
Falls City	1,066	NCC										
		Average	3,443.30	3,852.78	4,262.27		-62.97	3,488.18	3,913.50	4,338.81	2	
		Median	3,443.30	3,852.78	4,262.27		-62.97	3,488.18	3,913.50	4,338.81	# of position matches	
Lowell	1,261	Utility Worker	2,870.40	3,391.20	3,912.00	0%	0.00	2,870.40	3,391.20	3,912.00		
		% difference from average	-19.96%	-13.61%	-8.95%			-21.52%	-15.40%	-10.91%	NCC: No Comparable Class	
		% difference from median	-19.96%	-13.61%	-8.95%			-21.52%	-15.40%	-10.91%	NR: No Response Received	

Raw Data Report

<i>Maintenance Worker</i>												
Organization	population	Title	MONTHLY SALARY (PER 1.0 FTE)				PERS	EE Ins Cost	ADJUSTED COMPENSATION			Comments
			MIN	MID	MAX	MIN			MID	MAX		
Brownsville	1,846	NCC										
Amity	1,826	NCC										Utility Workers perform this work
Clatskanie	1,767	NCC										
Canyonville	1,703	NCC										
Adair Village	1,496	NCC										
Coburg	1,475	NCC										
Riddle	1,248	NCC										Utility I performs this work
Siletz	1,242	NCC										Parks & Grounds performs this work
Yoncalla	1,078	NCC										
Falls City	1,066	NCC										
		Average	#DIV/0!	#DIV/0!	#DIV/0!		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		0
		Median	#NUM!	#NUM!	#NUM!		#NUM!	#NUM!	#NUM!	#NUM!		# of position matches
Lowell	1,261	Maintenance Worker	2,870.40	3,391.20	3,912.00	0%	0.00	2,870.40	3,391.20	3,912.00		
		% difference from average										NCC: No Comparable Class
		% difference from median										NR: No Response Received

Raw Data Report

Library Director											
Organization	population	Title	MONTHLY SALARY (PER 1.0 FTE)					ADJUSTED COMPENSATION			Comments
			MIN	MID	MAX	PERS	EE Ins Cost	MIN	MID	MAX	
Brownsville	1,846	Librarian	3,596.67	4,043.87	4,491.07	0%	-133.32	3,463.35	3,910.55	4,357.75	
Amity	1,826	Head Librarian	2,816.67	2,816.67	2,816.67	6%	0.00	2,985.67	2,985.67	2,985.67	Part-time, hourly, but performs
Clatskanie	1,767	NCC									
Canyonville	1,703	NCC									
Adair Village	1,496	NCC									
Coburg	1,475	NCC									
Riddle	1,248	NCC									
Siletz	1,242	NCC									
Yoncalla	1,078	NCC									
Falls City	1,066	NCC									
		Average	3,206.67	3,430.27	3,653.87		-66.66	3,224.51	3,448.11	3,671.71	2
		Median	3,206.67	3,430.27	3,653.87		-66.66	3,224.51	3,448.11	3,671.71	# of position matches
Lowell	1,261	Library Director	3,229.20	3,815.19	4,401.17	0%	0.00	3,229.20	3,815.19	4,401.17	
		% difference from average	0.70%	10.09%	16.98%			0.15%	9.62%	16.57%	NCC: No Comparable Class
		% difference from median	0.70%	10.09%	16.98%			0.15%	9.62%	16.57%	NR: No Response Received

APPENDIX B: RECOMMENDED SALARY STRUCTURE

DRAFT

City of Lowell Recommended Salary Structure

3/28/25, LGPS

Range No	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	City Administrator	Annual	Set by contract									
		Monthly										
		Hourly										
2	City Clerk	Annual	47,802	49,475	51,207	52,999	54,854	56,774	58,761	60,817	62,946	65,149
		Monthly	3,983.50	4,122.92	4,267.22	4,416.58	4,571.16	4,731.15	4,896.74	5,068.12	5,245.51	5,429.10
		Hourly	22.98	23.79	24.62	25.48	26.37	27.30	28.25	29.24	30.26	31.32
3	Public Works Director	Annual	72,470	75,007	77,632	80,349	83,161	86,072	89,085	92,203	95,430	98,770
		Monthly	6,039.20	6,250.57	6,469.34	6,695.77	6,930.12	7,172.68	7,423.72	7,683.55	7,952.47	8,230.81
		Hourly	34.84	36.06	37.32	38.63	39.98	41.38	42.83	44.33	45.88	47.49
4	Lead Operator	Annual	55,797	57,750	59,772	61,864	64,029	66,270	68,589	70,990	73,474	76,046
		Monthly	4,649.78	4,812.52	4,980.96	5,155.29	5,335.73	5,522.48	5,715.77	5,915.82	6,122.87	6,337.17
		Hourly	26.83	27.76	28.74	29.74	30.78	31.86	32.98	34.13	35.32	36.56
5	Operator	Annual	45,747	47,348	49,005	50,720	52,495	54,332	56,234	58,202	60,239	62,347
		Monthly	3,812.25	3,945.67	4,083.75	4,226.67	4,374.58	4,527.67	4,686.17	4,850.17	5,019.92	5,195.58
		Hourly	21.99	22.76	23.56	24.38	25.24	26.12	27.04	27.98	28.96	29.97
6	Utility Worker	Annual	37,893	39,219	40,592	42,012	43,483	45,005	46,580	48,210	49,897	51,644
		Monthly	3,157.72	3,268.24	3,382.63	3,501.02	3,623.56	3,750.38	3,881.64	4,017.50	4,158.11	4,303.65
		Hourly	18.22	18.86	19.52	20.20	20.91	21.64	22.39	23.18	23.99	24.83
7	Custodian (formerly Maintenance Worker)	Annual	37,893	39,219	40,592	42,012	43,483	45,005	46,580	48,210	49,897	51,644
		Monthly	3,157.72	3,268.24	3,382.63	3,501.02	3,623.56	3,750.38	3,881.64	4,017.50	4,158.11	4,303.65
		Hourly	18.22	18.86	19.52	20.20	20.91	21.64	22.39	23.18	23.99	24.83
8	Library Director	Annual	41,467	42,919	44,421	45,976	47,585	49,250	50,974	52,758	54,605	56,516
		Monthly	3,455.62	3,576.57	3,701.75	3,831.31	3,965.40	4,104.19	4,247.84	4,396.51	4,550.39	4,709.66
		Hourly	19.94	20.63	21.36	22.10	22.88	23.68	24.51	25.36	26.25	27.17
9	Temp / Seasonal*	Annual	34,445	35,650	36,898	38,189	39,526	40,909	42,341	43,823	45,357	46,944
		Monthly	2,870.40	2,970.83	3,074.83	3,182.42	3,293.83	3,409.08	3,528.42	3,651.92	3,779.75	3,912.00
		*Not evaluated	Hourly	16.56	17.14	17.74	18.36	19.00	19.67	20.36	21.07	21.81



Memorandum

TO: Lowell City Administrator
FROM: Lane Council of Governments (LCOG)
DATE: January 22, 2025
SUBJECT: Amending Lowell Downtown Master Plan

LCOG was asked by Lowell City Administrator to outline the process by which Lowell would take to amend the Downtown Master Plan to exclude properties 19-01-14-22-02204 and 19-01-14-22-02202 from the boundaries of the Regulating Plan and in effect, the Downtown Master Plan.

Subject Properties

LCOG understands the two properties in question for removal from the Regulating Plan are Map and Tax Lot 19-01-14-22-02204 and 02202. Tax Lot 00204 is the former city hall property and Tax Lot 02202 is the rectangular property immediately abutting the former city hall property. The Lowell Fire Station is located immediately north of both properties. Tax Lot 02204 is owned by the City of Lowell and Tax Lot 02202 is privately owned.

Presently both properties are zoned Downtown Residential-Attached and permit any residential or commercial use. The Downtown Master Plan envisioned this area developing with attached townhomes, but any type of residential or commercial use is permitted here, subject to the Building Standards sheet of Section 9.414 of the Lowell Development Code.

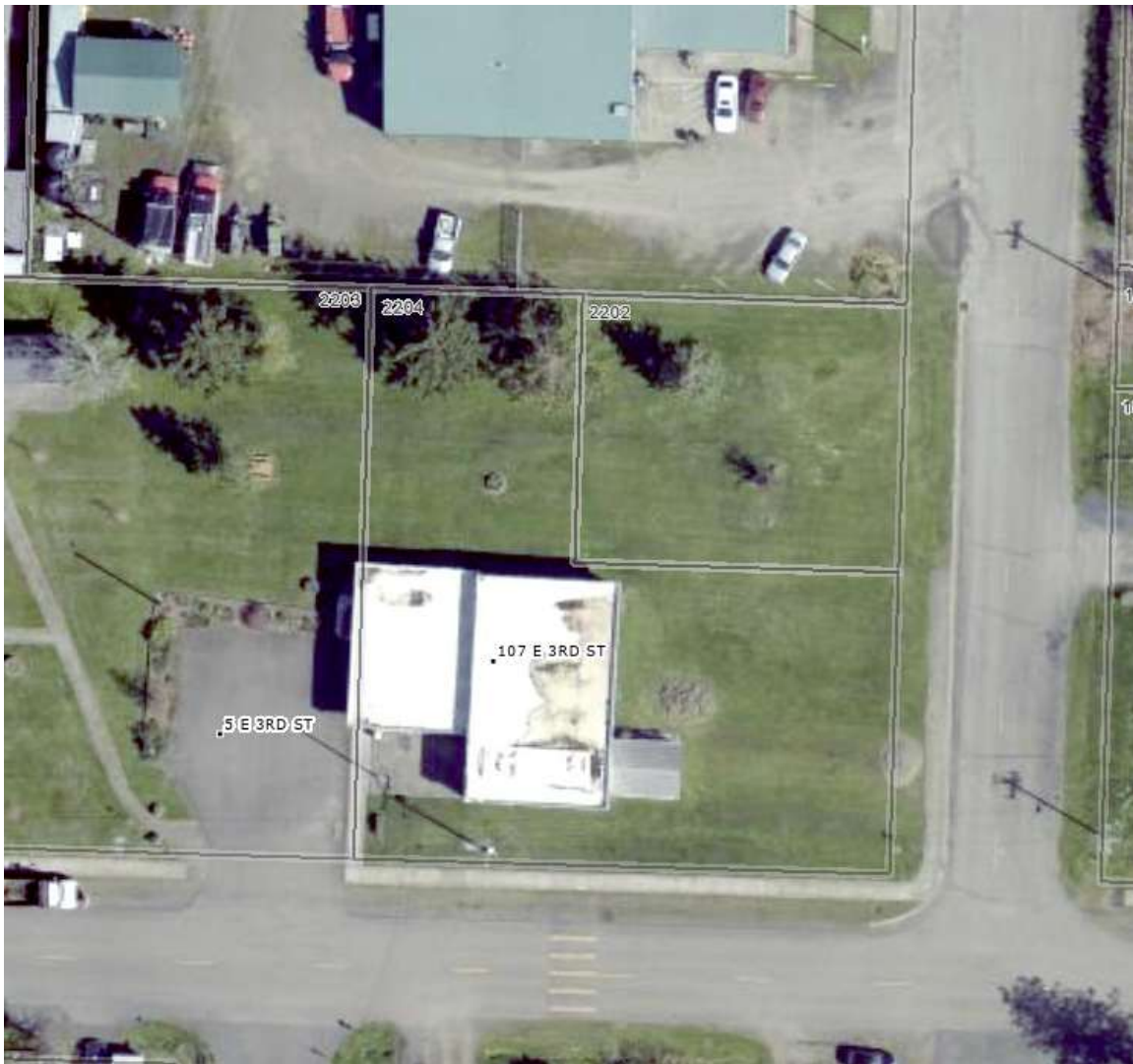


Figure 1. Subject properties Tax Lot 02204 & 002202.

Amendment of Downtown Master Plan

Any master planning document may be amended. In this case, an amendment to an adopted master plan would be considered a Type IV legislative amendment, as both the Zoning Map and the Downtown Master Plan itself would need to be changed.

The Lowell City Council may initiate an amendment to the Downtown Master Plan by passing a council resolution directing staff to begin the process. The Lowell Planning Commission would hold the first evidentiary hearing on the amendment and provide a recommendation to the Lowell City Council for final action. If approved, the amendment must be adopted via ordinance. Published notice would be printed in a newspaper of general circulation and posted in public spaces. The Department of Land Conservation and Development (DLCD) would be notified of the pending amendment and would have the opportunity to provide comments, if desired.

If the subject properties are to be removed from the Downtown Master Plan, they must be assigned a new zoning designation. Staff recommend applying a residential zoning

designation, most likely R-3 Multiple-Family, as it aligns with the original intent of envisioning a higher density residential development in this area. This designation allows for a higher density of residential development, such as townhomes, apartments, duplexes, or cottage clusters, subject to Lowell Development Code.

A Type IV legislative amendment is not a quick process. A legislative amendment can generally be processed in a few months, if there are no issues or appeals raised. Type IV appeals automatically go to the Land Use Board of Appeals (LUBA). Staff cost associated with processing of Type IV application generally run into the range of \$1,000-3,000 if the application is relatively straightforward.

Refer to Section 9.523, Amendments and Section 9.206(d) of the Development Code for process and approval criteria.

Respectfully submitted,

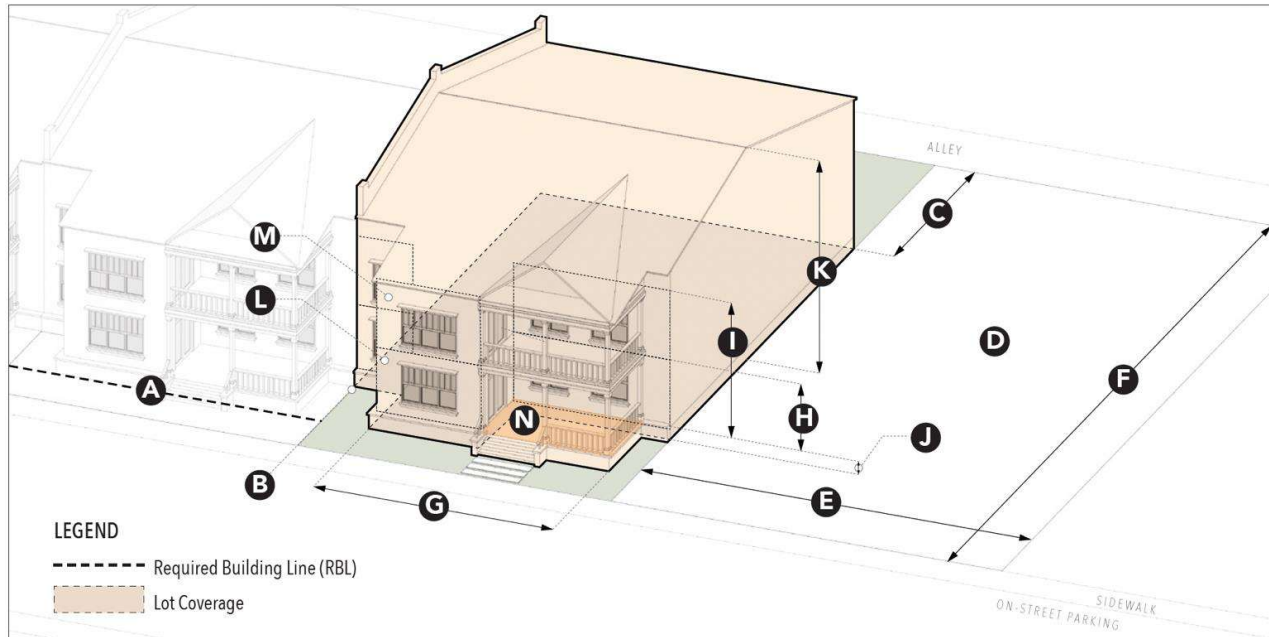
Henry Hearley

Associate Planner

Lane Council of Governments

SECTION 9.414 DOWNTOWN RESIDENTIAL ATTACHED (DRA)

(a) DRA Building Standard



Use (see Note 1)		
Ground/upper floor:	residential, commercial (retail, service, office)	
Placement		
Front required building line (RBL)	5 - 15 ft; the front-most part of the building (i.e. wall, front porch) must be built to RBL	A
Side setback	5 ft min.	B
Rear setback	5 ft min.; 0 ft min. when abutting an alley	C
Coverage		
Lot area	2,000 sf min.	D
Lot width	20 ft min.; 30 ft min. for corner lots	E
Lot depth	1.5x lot width or 100 ft, whichever is less	F
Lot coverage	60% max.; see Note 3	
Primary street facade built to RBL	80% min. of RBL length when applicable	G
Height		
Minimum number of floors	2 floors	H
Maximum number of floors	3 floors	I
Ground floor elevation	18 in min. above sidewalk (recommended, but not required).	J
Building height	subject to Fire Chief approval.; see Note 4	K
Facade Transparency		
Ground floor	40% of facade area min.	L
Upper floors	40% of facade area min.	M
Porch / covered stoop		
Dimension	6 x 6 ft min. for each primary entry	
Parking		
Number of spaces	no min. requirement; see Note 5	N

Notes

1. Uses that create odor, dust, smoke, noise, or vibration that is perceptible beyond the property boundaries are prohibited.
2. Primary building entrance must be located along the Required Pedestrian Entry Zone and oriented to the street.
3. Maximum lot coverage includes accessory buildings, provided that any patio structure used solely for open space and swimming pool not structurally covered shall not be counted as a structure for measuring coverage.
4. Maximum building height excludes basements and daylight basements. Accessory buildings are limited to one story.
5. Off-street parking, drives, garages, and other vehicle areas must be oriented to and accessed from an alley, or located behind or to the side of the building; they shall not be placed between buildings and streets.
 - Attached and detached garages shall be oriented to and accessed from an alley
 - When no alley exists, garages shall be tucked under the first story and accessed from the front or side of the property if set back a minimum of 20 ft from the front or 10 ft from the side.
6. Residential uses entirely above the ground floor must have a balcony at least four feet deep.

Opinion of Value

107 E. 3rd Street, Lowell, OR

Prepared for Max B. Baker, Interim City Administrator
City of Lowell

Prepared by:



Suzanne Kintzley, Broker
Licensed in the State of Oregon

A handwritten signature in blue ink that reads "Suzanne Kintzley".

March 13, 2025

This valuation is not an appraisal and is not intended to be used as such. All information should be independently verified.

Purpose of Valuation:

The purpose of this valuation is to establish, as close as possible, the fair market value of the subject property. The "Sales Comparison" method will be used to arrive at the value.

Address:	107 E 3rd Street, Lowell, OR Lane County Map: 19-01-14-22 Lot No. 02204
Building Size:	The subject site is a separate tax lot of improved land with a 3,694 SF building with bare land.
Year Built:	1970
Lot Size:	Approximately 17,860 SF
Zoning:	Downtown Residential Attached
Construction/ Condition:	<p>Building is Stick Built with 8' and 12' walls, vinyl lap sided exterior, and a flat roof.</p> <p>There is evidence of a long-term water intrusion from the roof which has caused dry rot in the north facing wall. There are areas of the ceiling that need repair and warrant further investigation to see if there are any structural repairs needed. The exterior vinyl siding needs to be replaced, as it is cracking and failing. The interior shows its age. The building will need to undergo environmental testing for asbestos if the City hasn't performed these tests already.</p>
Building Details:	<ul style="list-style-type: none">• 3,694 SF Building• There is a mix of office, meeting, and warehouse space.• No designated parking, there is potential to create a paved parking area• 1 – 6' x 8' double doors leading to the warehouse
Location:	<p>Lowell is a bedroom community for the Eugene/Springfield market. This area has seen quite a bit of growth in the last 10 years.</p> <p>The subject site is in a residential neighborhood next to a park with the local firehouse on the northside. There is a nice mix of retail, with convenience stores, restaurants, services, and employment all within walking distance.</p>

Property Photos:



107 E. 3rd Street

Conclusion

Comparable Sales:

Address	Zone/Type	Year Built	Building SF	Land SF	Building \$/SF	Total Sale	Date of Sale
711 & 733 HWY 99 S, Cottage Grove	CC – Community Commercial	1950	4,089	33,976.8	\$79.48	\$325,000	Pending
509 Madison, Cottage Grove	CC – Community Commercial	1947	3,460	9,583	\$79.48	\$275,000	4/2023
47395 Westoak Rd, Westfir	Public Facilities	1981	12,974	36,154.8	\$13.87	\$180,000	11/2024
303 E. Main St., Cottage Grove	CC - Community Commercial	1953	5,830	11,761	\$55.74	\$325,000	11/2024

Comparable Sales:

Based on comparable sales for April 2023 – November 2024:

Approximately \$276,250.00 or \$54.14SF

The starting market price would have been \$325,000

Marketing:

Campbell Commercial Real Estate is the only brokerage firm in Lane County to have access to Costar and Loopnet. We utilize these platforms as well as Crexi, Vertical E-mail, hotlinks email list and several other direct to end-user platforms. We will produce a high-quality marketing package and utilize social media as much as possible.

The property is unique, I am unsure if the building could be salvaged or if it would need to be raised. I believe the highest and best use of the site would be single family residence.

Marketing of the site could take up to 12 months.

Obstacles: Construction costs remain extremely high, and interest rates are not falling as many would have hoped.

Fees:

The City would be expected to have an environmental testing performed and any issues resolved prior to completing a transaction. This is to make sure the work is done and performed by a licensed professional and that the City retains documentation should an issue arise in the future. I do not have an estimate for this service.

The City would also share in the standard closing costs.

Commission:

Campbell Commercial Real Estate charges 5% of the gross sales price. This amount will be paid out of escrow to the Brokerage firm and they will split this amount 50/50 with a procuring broker.

Prime Riverfront Commercial Real Estate in Historic Downtown Cottage Grove



~~\$350,000~~
~~\$379,000~~
5,830 SF | ~~\$65/SF~~
\$60

Broker & Owner
Len Blackstone
Cell (541) 501-5396
LenBlackstone@Windermere.com



Exterior Views and Lots



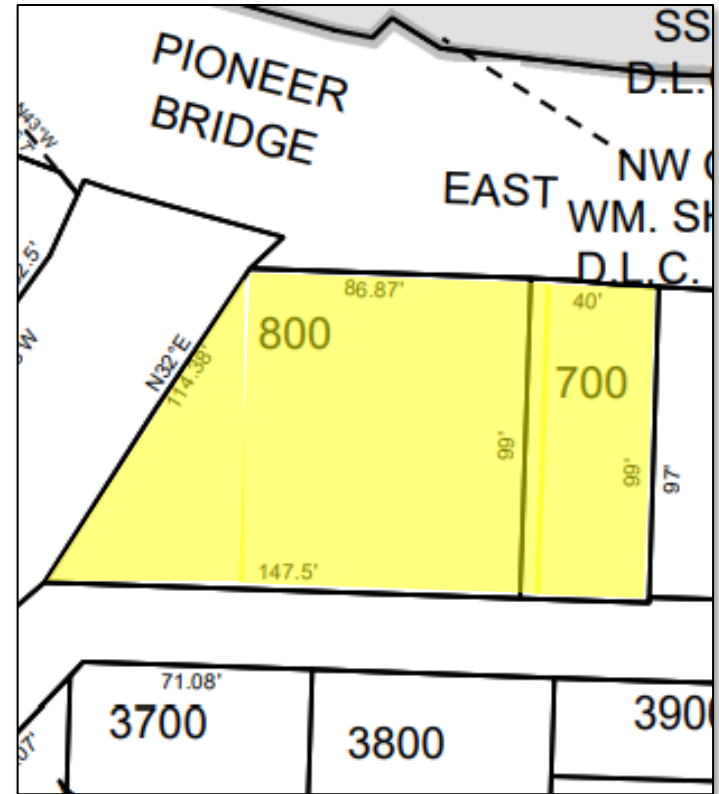
Looking north along river



Looking south from E. Main St



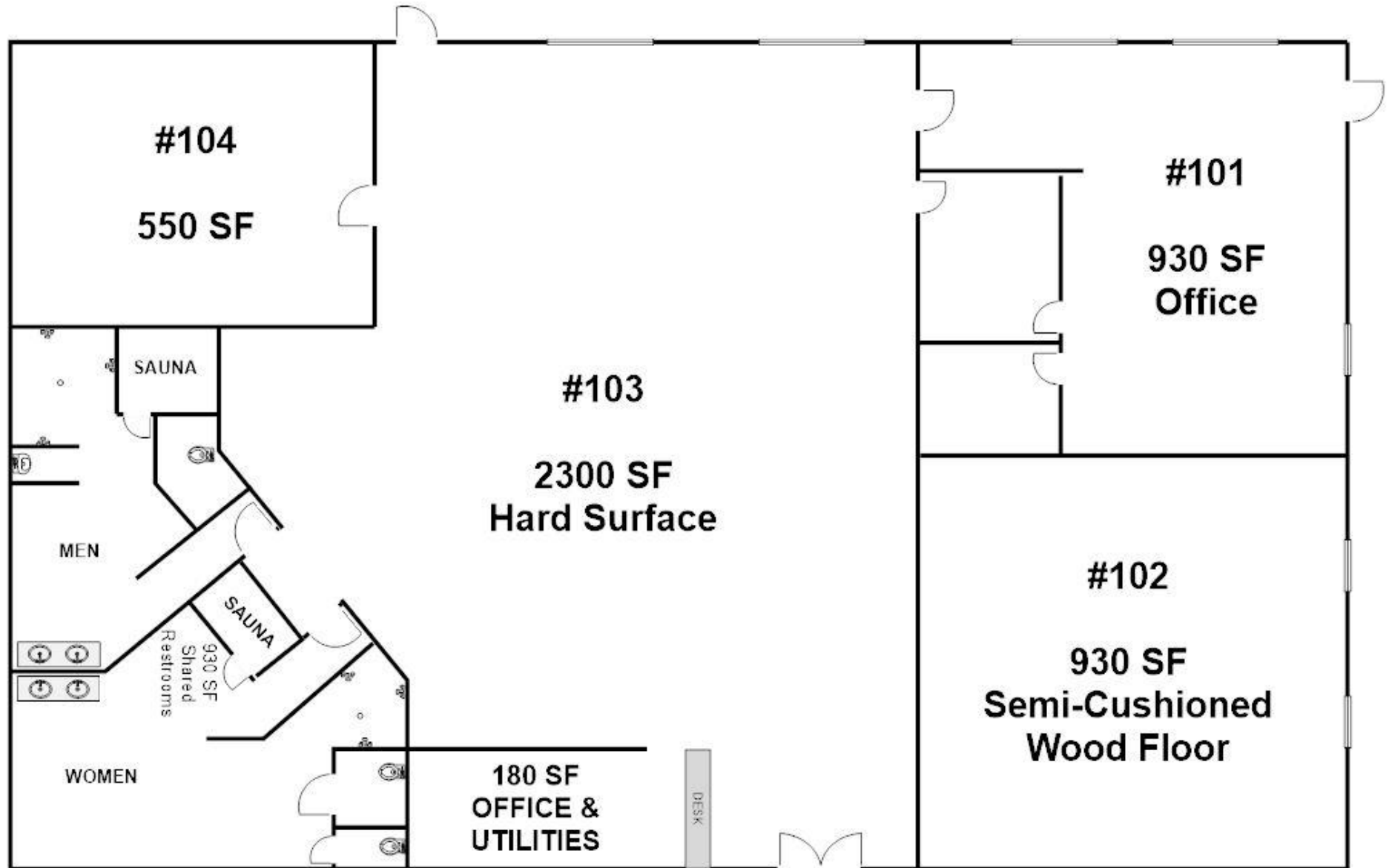
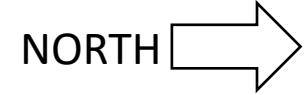
Looking south from E. Main St



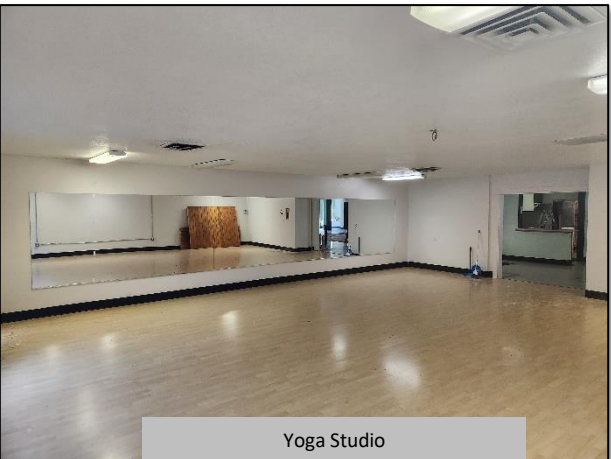
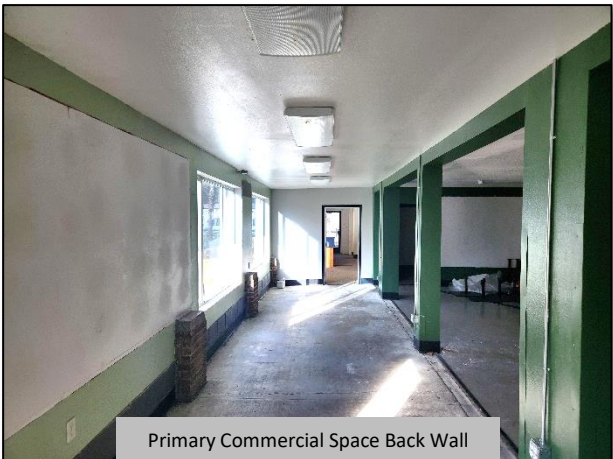
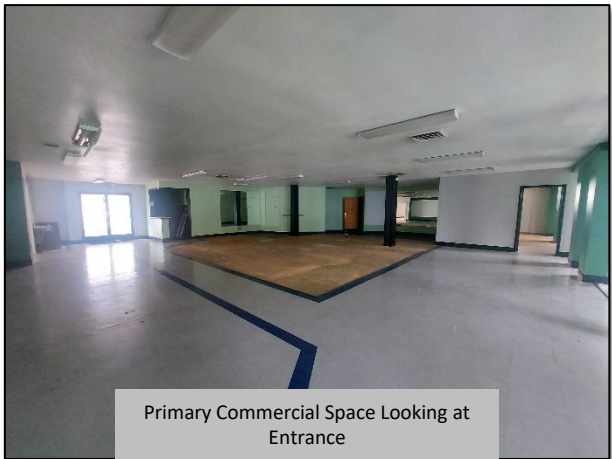
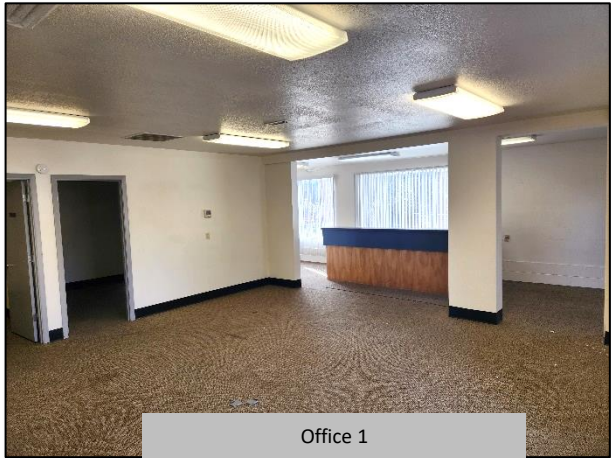
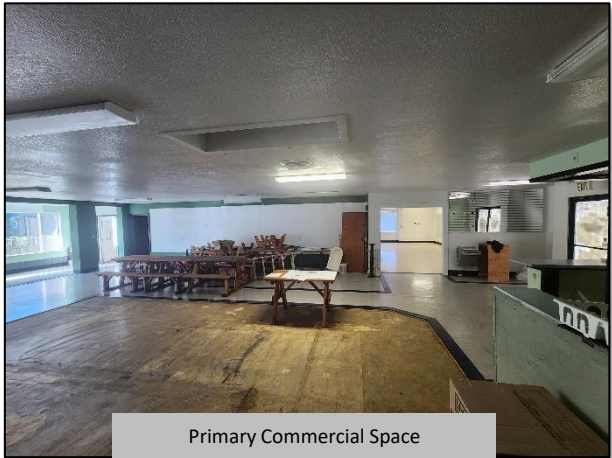
This sale includes lot #800 and #700.

- Tax ID 20-03-28-33-00800 and 20-03-28-33-00700
- Lot #800 has the commercial building, lawn that overlooks the river, and off-street parking
- Lot #700 has additional off-street parking and a driveway

Existing Floor Plan



Existing Property Photos



Existing Property Photos



Office Space 2



Changing Room / Bathroom



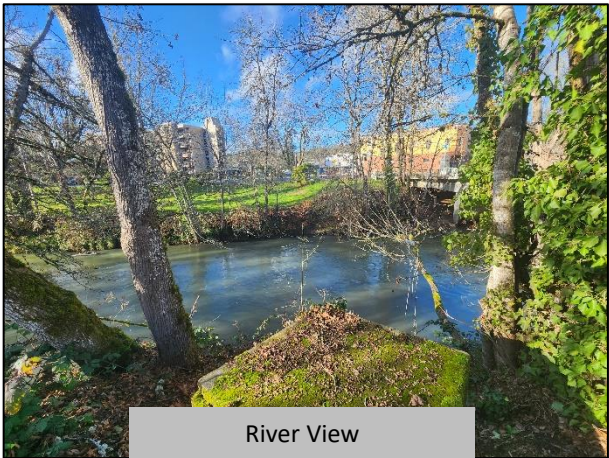
Exterior Facing East



Office Space 3



Changing Room Sauna



River View

Downtown Historic District

Downtown is one of Cottage Grove's favorite areas to visit and live. With a multitude of businesses, Chamber events and Art Walks, there is an abundance of entertainment. Building one or more boutique hotels in the downtown makes perfect sense.

Downtown is home to 8 restaurants, 4 antique shops, 2 bookstores, offices, gift shops, and within walking distance of two covered bridges and two parks, and the beginning of the Row River Trail, one of Oregon's most popular bicycle trails.



Downtown Businesses



 Property Location

Cottage Grove – Small Town, Big Heart

Cottage Grove has twice received the *All-America City Award*; been recognized as a *Tree City USA* for over two decades; and is a *Green Power Community*.

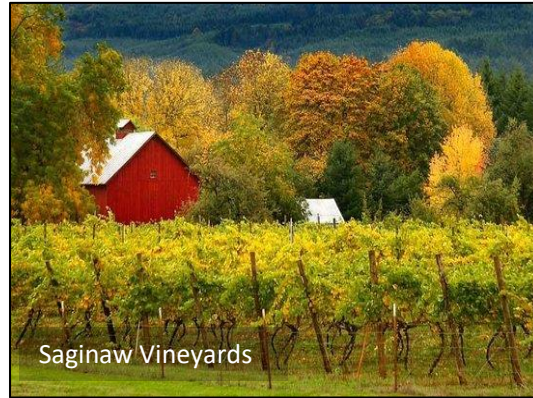
Population is just over 10,000. High-speed fiber and broadband loop around town.

Award-winning restaurants, vintage pubs, live music, bakery, antique stores, and historic covered bridges enrich the *National Historic District* downtown.

Within a block, the 14-acre Bohemia Park has a 2,000-seat amphitheater, large pond and fountain, playground, picnic shelter, walking trail, and restrooms.

Two rivers flow through town. Two golf courses are in the city limits. Two lakes are within 10 minutes.

The 16-mile Row River Trail is a paved *National Recreation Trail* and part of the *Oregon Covered Bridges Scenic Bikeway*. Beginning downtown, it travels along the Dorena Lake shoreline, Row River, and leads into the Umpqua National Forest.



Windermere Real Estate

The Blackstone Real Estate Team has a deep community connection to the southern Lane County area. We believe the best way to help a community is to bring development, healthy businesses, housing, jobs, and people to this area.

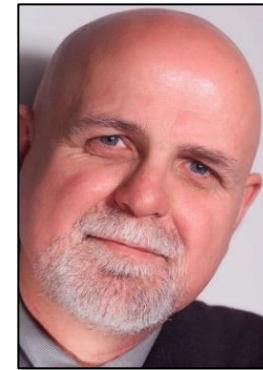
Len Blackstone, Broker and Owner

Cell: 541-501-5696

Email: LenBlackstone@Windermere.com

License Number: 201219929

Len moved to Cottage Grove nearly 40 years ago and has become one of the top producing commercial brokers in the area. He's also worked as a marketing consultant for multi-billion-dollar companies for the past 40 years. Len now works as a business and real estate developer in Cottage Grove and has had multiple successes with his developments such as the Bank Building apartments and offices, the FUN Company which just opened its first tourism hub and coffee shop, and other developments in the works.



Agency Disclosure

OREGON REAL ESTATE INITIAL AGENCY DISCLOSURE PAMPHLET OAR 863-015-0215 (6)

This pamphlet describes the legal obligations of real estate agents in Oregon. Real estate agents and Principal Brokers are required to provide this information to you when they first meet you. This pamphlet is informational only. Neither the pamphlet nor its delivery to you may be interpreted as evidence of intent to create an agency relationship between you and an agent or Principal Broker.

Real Estate Agency Relationships

An "agency" relationship is a voluntary legal relationship in which a licensed real estate agent or Principal Broker agrees to act on behalf of a buyer or a seller (the "client") in a real estate transaction. Oregon law provides for three types of agency relationships between real estate agents and their clients:

Seller's Agent - Represents the seller only;

Buyer's Agent - Represents the buyer only;

Disclosed Limited Agent - Represents both the buyer and seller, or multiple buyers who want to purchase the same property. This can be done only with the written permission of all clients.

The actual agency relationships between the seller, buyer and their agents in a real estate transaction must be acknowledged at the time an offer to purchase is made. Please read this pamphlet carefully before entering into an agency relationship with a real estate agent.

Definition of "Confidential Information"

Generally, agents must maintain confidential information about their clients. "Confidential information" is information communicated to the agent or the agent's Principal Broker by the buyer or seller of one to four residential units regarding the real property transaction, including but not limited to price, terms, financial qualifications, or motivation to buy or sell. "Confidential information" does not mean information that:

- a. The buyer instructs the agent or the agent's Principal Broker to disclose about the buyer to the seller, or the seller instructs the agent or the agent's Principal Broker to disclose about the seller to the buyer; and
- b. The agent or the agent's Principal Broker knows or should know failure to disclose would constitute fraudulent representation.

Duties and Responsibilities of Seller's Agent

Under a written listing agreement to sell property, an agent represents only the seller unless the seller agrees in writing to allow the agent to also represent the buyer. An agent who represents only the seller owes the following affirmative duties to the seller, the other parties and the other parties' agents involved in a real estate transaction:

1. To deal honestly and in good faith;
2. To present all written offers, notices and other communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and
3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party; Provided by Oregon Real Estate Forms, LLC 2021

A Seller's Agent owes the seller the following affirmative duties;

1. To exercise reasonable care and diligence;
2. To account in a timely manner for money and property received from or on behalf of the seller;
3. To be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction;
4. To disclose in a timely manner to the seller any conflict of interest, existing or contemplated;
5. To advise the seller to seek expert advice on matters related to the transactions beyond the agent's expertise;
6. To maintain confidential information from or about the seller except under subpoena or court order, even after termination of the agency relationship; and
7. Unless agreed otherwise in writing, to make a continuous, good faith effort to find a buyer for the property, except a Seller's Agent is not required to seek additional offers to purchase the property while the property is subject to a contract for sale. None of the above affirmative duties of an agent may be waived, except #7. The affirmative duty listed in #7 can only be waived by written agreement between seller and agent. Under Oregon law, a Seller's Agent may show properties owned by another seller to a prospective buyer and may list competing properties for sale without breaching any affirmative duty to the seller. Unless agreed to in writing, an agent has no duty to investigate matters outside the scope of the agent's expertise, including but not limited to investigation of the condition of property, the legal status of the title or the seller's past conformance with law.

Agency Disclosure

Duties and Responsibilities of Buyer's Agent

An agent, other than the Seller's Agent, may agree to act as the Buyer's Agent only. The Buyer's Agent is not representing the seller, even if the Buyer's Agent is receiving compensation for services rendered, either in full or in part, from the seller or through the Seller's Agent. An agent who represents only the buyer owes the following affirmative duties to the buyer, the other parties and the other parties' agents involved in a real estate transaction:

1. To deal honestly and in good faith;
2. To present all written offers, notices and other communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and
3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party.

A Buyer's Agent owes the buyer the following affirmative duties:

1. To exercise reasonable care and diligence;
2. To account in a timely manner for money and property received from or on behalf of the buyer;
3. To be loyal to the buyer by not taking action that is adverse or detrimental to the buyer's interest in a transaction;
4. To disclose in a timely manner to the buyer any conflict of interest, existing or contemplated;
5. To advise the buyer to seek expert advice on matters related to the transaction beyond the agent's expertise;
6. To maintain confidential information from or about the buyer except under subpoena or court order, even after termination of the agency relationship; and
7. Unless agreed otherwise in writing, to make a continuous, good faith effort to find property for the buyer, except a

buyer's agent is not required to seek additional properties for the buyer while the buyer is subject to a contract for purchase. None of these affirmative duties of an agent may be waived, except #7. The affirmative duty listed in #7 can only be waived by written agreement between buyer and agent. Under Oregon law, a Buyer's Agent may show properties in which the buyer is interested to other prospective buyers without breaching an affirmative duty to the buyer. Unless agreed to in writing, an agent has no duty to investigate matters outside the scope of the agent's expertise, including but not limited to investigation of the condition of property, the legal status of the title or the seller's past performance with law.

Duties and Responsibilities of an Agent

Who Represents More than One Client in a Transaction One agent may represent both the seller and the buyer in the same transaction, or multiple buyers who want to purchase the same property, only under a written "Disclosed Limited Agency Agreement" signed by the seller and buyer(s).

Disclosed Limited Agents have the following duties to their clients:

1. To the seller, the duties listed above for a seller's agent; and
2. To the buyer, the duties listed above for a buyer's agent;
3. To both buyer and seller, except with express written permission of the respective person, the duty not to disclose to the other person:
 - a. The seller will accept a price lower or terms less favorable than the listing price or terms;
 - b. The buyer will pay a price greater or terms more favorable than the offering price or terms; or
 - c. Confidential information as defined above.

Unless agreed to in writing, an agent has no duty to investigate matters outside the scope of the agent's expertise.

When different agents associated with the same Principal Broker (a real estate agent who supervises other agents) establish agency relationships with different parties to the same transaction, only the Principal Broker will act as a Disclosed Limited Agent for both buyer and seller. If applicable, see Disclosed Limited Agency Agreement for identification of Disclosed Limited Agent. The other agents continue to represent only the party with whom the agents have already established an agency relationship unless all parties agree otherwise in writing. The Principal Broker and agents representing either seller or buyer shall owe the following duties to the seller and buyer:

1. To disclose a conflict of interest in writing to all parties;
2. To take no action adverse or detrimental to either party's interest in the transaction; and
3. To obey the lawful instruction of both parties.

No matter whom they represent, an agent must disclose information the agent knows, or should know, failure to disclose would constitute fraudulent misrepresentation. *You are encouraged to discuss the above information with the agent delivering this pamphlet to you. If you intend for that agent, or any other Oregon agent, to represent you as a Seller's Agent, Buyer's Agent, or Disclosed Limited Agent, you should have a specific discussion with the agent about the nature and scope of the agency relationship. Whether you are a buyer or seller, you cannot make an agent your agent without the agent's knowledge and consent, and an agent cannot make you their client without your knowledge and consent.*

SALE

47935 Westfir Rd
Westfir, OR 97492

~~\$237,500~~
\$215,000



Westfir Oregon Retail/Warehouse Building

- Zoning: Public Facilities
- Existing Lease in Place for Post Office
- Loading Doors
- Parking and Truck Turnaround
- Owner/User Opportunity



BRENT COLE
LICENSED PRINCIPAL BROKER
TRIPLE OAKS REALTY

1005 Green Acres STE 101, Eugene, OR 97408
CEgroupRealEstate.com | TripleOaksRealty.com

Brent@cegrouprealestate.com
541.556.5093

Property Overview

Building Size

Building Sq Ft - 6452 sq ft

Warehouse/Retail- 5696 sq ft (vacant)

Post Office - 826 sq ft

Land Sq Ft - .82 Acres

Use

Retail / Warehouse

Storage / Hobby Use

Taxlot/Property Taxes

21-35-07-40-00124

2023 - \$1560

Existing Lease Value

\$9185 / year

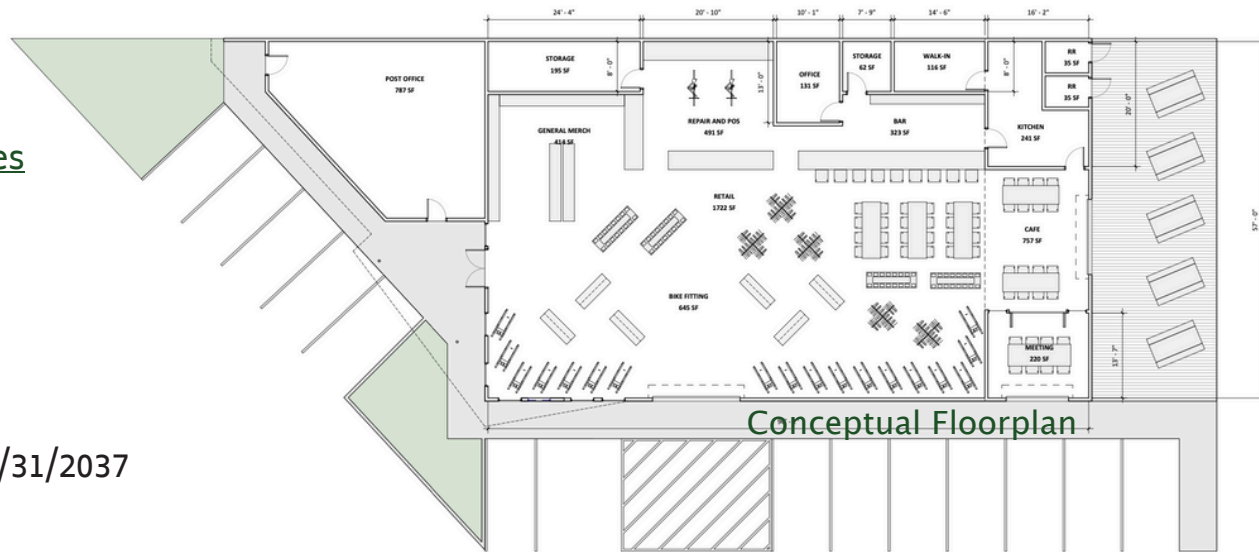
Expires: 10/31/2027

Options Through: 10/31/2037

SALE

47935 Westfir Rd
Westfir, OR 97492

~~\$237,500~~
\$215,000



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541.556.5093

FOR SALE

**REDUCED!
\$325,000
AS-IS**



711 AND 733 HWY 99 S COTTAGE GROVE, OR

OWNER-USER/REDEVELOPMENT OPPORTUNITY RETAIL WITH VACANT LOT

- 4,089 SF (APPROX.) POURED IN PLACE CONCRETE BUILDING
- 0.78 ACRES OF LAND ON TWO TAX LOTS
- ZONED: C-2 (COMMUNITY COMMERCIAL)
- 417' OF HWY 99 FRONTAGE
- UTILITIES ON SITE: WATER, POWER, SEWER, NATURAL GAS

Purchase Price: ~~\$375,000~~ \$325,000 "AS-IS"

Campbell
COMMERCIAL
REAL ESTATE
www.campbellre.com

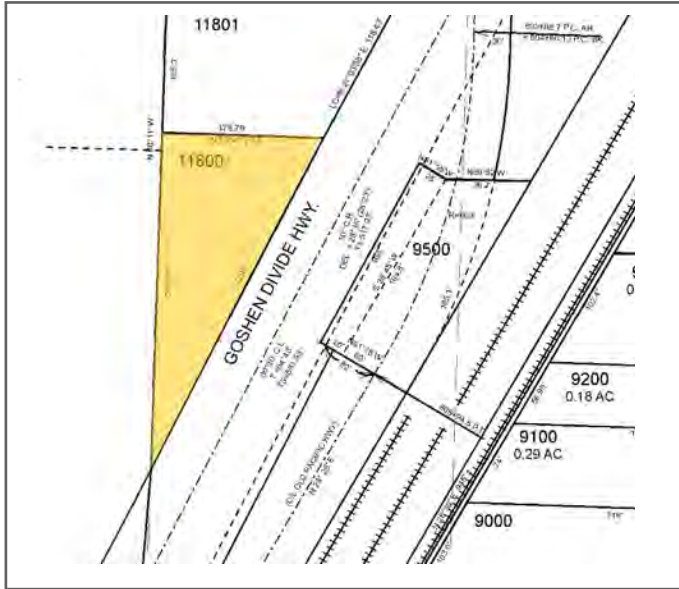
For more information contact:

SUZANNE KINTZLEY
suzannek@campbellre.com
(541) 484-2214

Licensed in the State of Oregon

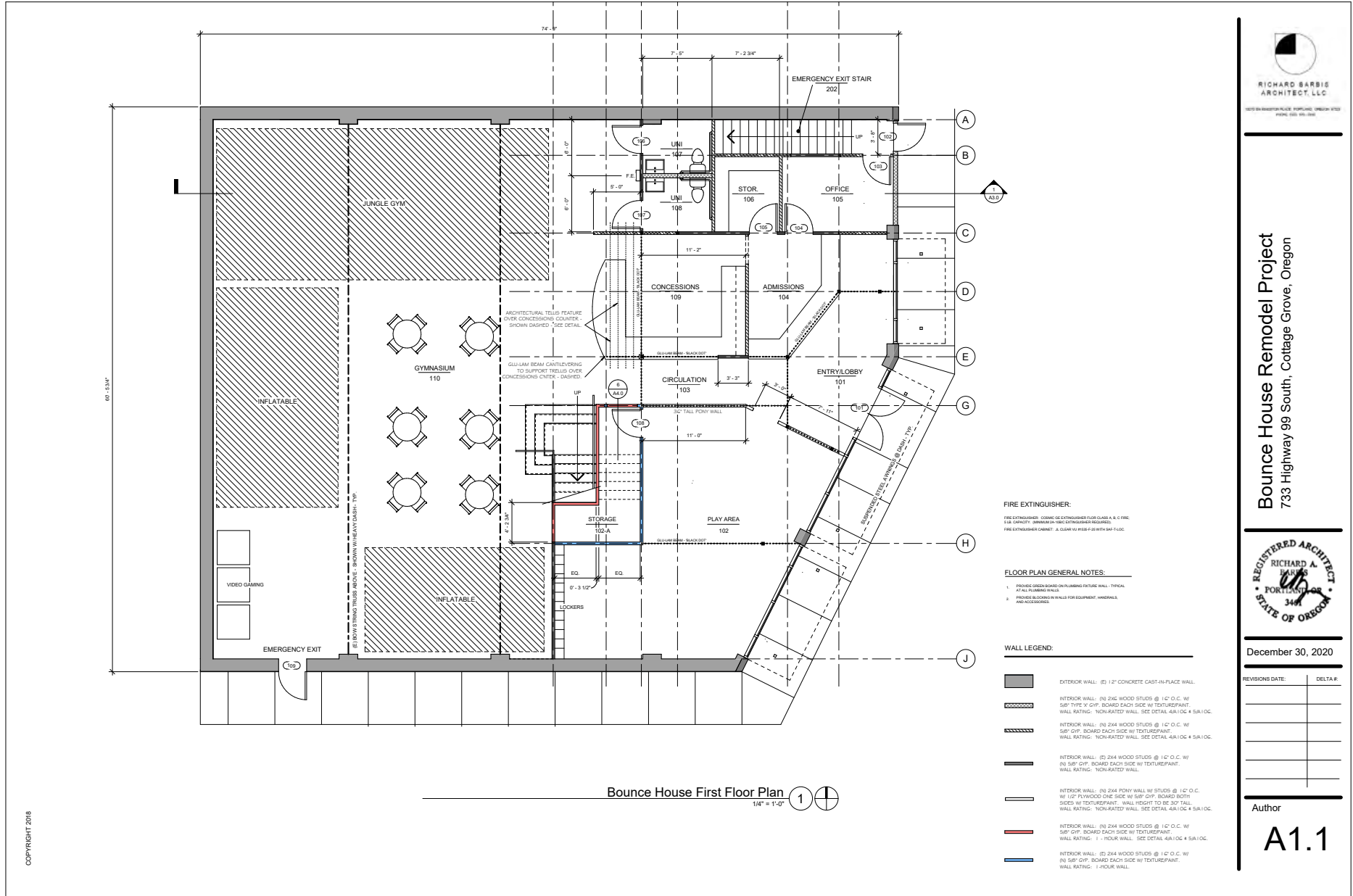
The information in this package was obtained from sources deemed reliable, and is not guaranteed by agent. Package is subject to change, error or omission, prior sale or lease, correction or withdrawal. Any party contemplating purchase is urged to conduct their own independent study and inspection.

PROPERTY TAX MAP/PHOTOS



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BUILDING FIRST FLOOR



Bounce House Remodel Project
733 Highway 99 South, Cottage Grove, Oregon



December 30, 2020

REVISIONS DATE	DELTA #

Author

A1.1

FIRE EXTINGUISHER:
FIRE EXTINGUISHER: COMMERCIAL EXTINGUISHER TYPE CLASS A, B & C FIRE
5.8A CAPACITY - BRANDED IN ACCORDANCE WITH NFPA 10.
FIRE EXTINGUISHER CABINET: A CLEAR W/ 100# 4-20 WITH 5#47-100C.

FLOOR PLAN GENERAL NOTES:

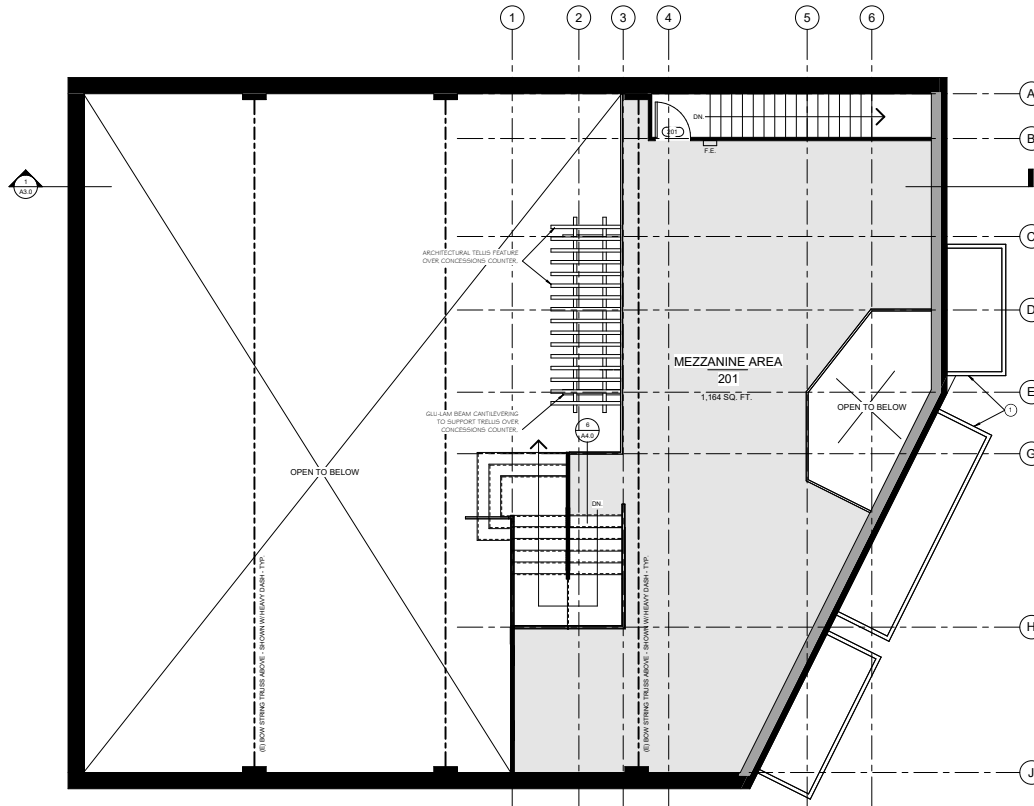
1. PROVIDE UNFINISHED/EXPOSED STUDY WALL - TYPICAL AT ALL PLAYING WALLS.
2. PROVIDE MOLDING IN WALLS FOR EQUIPMENT, UNDERCABINETS AND ACCESSORIES.

WALL LEGEND:

- EXTERIOR WALL: (2) 12" CONCRETE CAST-IN-PLACE WALL.
- INTERIOR WALL: (N) 2X4 WOOD STUDS @ 12" O.C. W/ 5/8" TYPE 'X' GYP. BOARD EACH SIDE W/ TEXTUREPAINT. WALL RATING: NON-RATED WALL. SEE DETAIL 4/A/10C & 5/A/10C.
- INTERIOR WALL: (N) 2X4 WOOD STUDS @ 12" O.C. W/ 5/8" GYP. BOARD EACH SIDE W/ TEXTUREPAINT. WALL RATING: NON-RATED WALL. SEE DETAIL 4/A/10C & 5/A/10C.
- INTERIOR WALL: (2) 2X4 WOOD STUDS @ 12" O.C. W/ (N) 5/8" GYP. BOARD EACH SIDE W/ TEXTUREPAINT. WALL RATING: NON-RATED WALL.
- INTERIOR WALL: (N) 2X4 PONY WALL W/ STUDS @ 12" O.C. W/ 1/2" PLYWOOD ONE SIDE W/ 5/8" GYP. BOARD BOTH SIDES W/ TEXTUREPAINT. WALL HEIGHT TO BE 30" TALL. WALL RATING: NON-RATED WALL. SEE DETAIL 4/A/10C & 5/A/10C.
- INTERIOR WALL: (N) 2X4 WOOD STUDS @ 12" O.C. W/ 5/8" GYP. BOARD EACH SIDE W/ TEXTUREPAINT. WALL RATING: 1-HOUR WALL. SEE DETAIL 4/A/10C & 5/A/10C.
- INTERIOR WALL: (2) 2X4 WOOD STUDS @ 12" O.C. W/ (N) 5/8" GYP. BOARD EACH SIDE W/ TEXTUREPAINT. WALL RATING: 1-HOUR WALL.

COPYRIGHT 2018

BUILDING MEZANINE LEVEL



Bounce House Mezzanine Level Floor Plan 1/8" = 1'-0"

FIRE EXTINGUISHER:

FIRE EXTINGUISHER: COMING IN DEVELOPMENT FOR CLASS A & TYPE I & II CAPACITY (MAYBE IN USE) EXTINGUISHER PROGRAM
 FIRE EXTINGUISHER CANNOT BE CLAMOR BY OTHER AS NOT SHOWN

FLOOR PLAN GENERAL NOTES:

1. PROVIDE DRESSING ROOM IN PLUMBING FUTURE WALL - TYPICAL IN ALL GYMNASIUMS
2. PROVIDE BLOCKING WALLS FOR EQUIPMENT UNDERWALLS - PROVIDE AS NOTED

WALL LEGEND:

- EXTERIOR WALL: (E) 1 1/2" CONCRETE CAST-IN-PLACE WALL
- INTERIOR WALL: (I) 2X6 WOOD STUDS @ 12" O.C. W/ SIP TYPE X GYP. BOARD EACH SIDE W/ TEXTUREPAINT. WALL RATING: NON-RATED WALL. SEE DETAIL A4A1/OC 4 SA1/OC.
- INTERIOR WALL: (I) 2X4 WOOD STUDS @ 12" O.C. W/ SIP GYP. BOARD EACH SIDE W/ TEXTUREPAINT. WALL RATING: NON-RATED WALL. SEE DETAIL A4A1/OC 4 SA1/OC.
- INTERIOR WALL: (I) 2X4 WOOD STUDS @ 12" O.C. W/ SIP GYP. BOARD EACH SIDE W/ TEXTUREPAINT. WALL RATING: NON-RATED WALL.
- INTERIOR WALL: (I) 2X4 PONY WALL W/ STUDS @ 12" O.C. W/ 1/2" PLYWOOD ONE SIDE W/ SIP GYP. BOARD BOTH SIDES W/ TEXTUREPAINT. WALL HEIGHT TO BE 50" TALL. WALL RATING: NON-RATED WALL. SEE DETAIL A4A1/OC 4 SA1/OC.
- INTERIOR WALL: (I) 2X4 WOOD STUDS @ 12" O.C. W/ SIP GYP. BOARD EACH SIDE W/ TEXTUREPAINT. WALL RATING: 1-HOUR WALL. SEE DETAIL A4A1/OC 4 SA1/OC.
- INTERIOR WALL: (I) 2X4 WOOD STUDS @ 12" O.C. W/ SIP GYP. BOARD EACH SIDE W/ TEXTUREPAINT. WALL RATING: 1-HOUR WALL.



Bounce House Remodel Project
 Bounce House
 733 Highway 99 South, Cottage Grove, Oregon



December 30, 2020

REVISIONS	DATE	DELTA #

Author
A1.2



PROPERTY AERIAL MAP



The information in this package was obtained from sources deemed reliable, and is not guaranteed by agent. Package is subject to change, error or omission, prior sale or lease, correction or withdrawal. Any party contemplating purchase is urged to conduct their own independent study and inspection.

INITIAL AGENCY DISCLOSURE

Consumers: This pamphlet describes the legal obligations of Oregon real estate licensees to consumers. Real estate brokers and principal real estate brokers are required to provide this information to you when they first contact you. A licensed real estate broker or principal broker need not provide the pamphlet to a party who has, or may be reasonably assumed to have, received a copy of the pamphlet from another broker.

This pamphlet is informational only. Neither the pamphlet nor its delivery to you may be interpreted as evidence of intent to create an agency relationship between you and a broker or a principal broker.

Real Estate Agency Relationships

An "agency" relationship is a voluntary legal relationship in which a licensed real estate broker or principal broker (the "agent") agrees to act on behalf of a buyer or a seller (the "client") in a real estate transaction. Oregon law provides for three types of agency relationships between real estate agents and their clients:

Seller's Agent -- Represents the seller only.

Buyer's Agent -- Represents the buyer only.

Disclosed Limited Agent -- Represents both the buyer and seller, or multiple buyers who want to purchase the same property. This can be done only with the written permission of all clients.

The actual agency relationships between the seller, buyer and their agents in a real estate transaction must be acknowledged at the time an offer to purchase is made. Please read this pamphlet carefully before entering into an agency relationship with a real estate agent.

Definition of "Confidential Information"

Generally, licensees must maintain confidential information about their clients. "Confidential" is information communicated to a real estate licensee or the licensee's agent by the buyer or seller of one to four residential units regarding the real property transaction, including but not limited to price, terms, financial qualifications or motivation to buy or sell. "Confidential information" does not mean information that:

- The buyer instructs the licensee or the licensee's agent to disclose about the buyer to the seller or the seller instructs the licensee or the licensee's agent to disclose about the seller to the buyer; and
- The licensee or the licensee's agent knows or should know failure to disclose would constitute fraudulent representation.

Duties and Responsibilities of a Seller's Agent

Under a written listing agreement to sell property, an agent represents only the seller unless the seller agrees in writing to allow the agent to also represent the buyer.

An agent who represents only the seller owes the following affirmative duties to the seller, the other parties and the other parties' agents involved in a real estate transaction:

- To deal honestly and in good faith;
- To present all written offers, notices and other communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and
- To disclose material facts known by the agent and not apparent or readily ascertainable to the buyer.

The agent owes the seller the following affirmative duties:

- To exercise reasonable care and diligence;
- To account in a timely manner for money and property received from or on behalf of the seller.

- (3) To be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction;
- (4) To disclose in a timely manner to the seller any conflict of interest, existing or contemplated;
- (5) To advise the seller to seek expert advice on matters related to the transaction that are beyond the agent's expertise;
- (6) To maintain confidential information from or about the seller except under subpoena or court order, even after termination of the agency relationship; and
- (7) Unless agreed otherwise in writing, to make a continuous, good faith effort to find a buyer for the property, except that a seller's agent is not required to seek additional offers to purchase the property while the property is subject to a contract for sale.

None of these affirmative duties of an agent may be waived, except (7). The affirmative duty listed in (7) can only be waived by written agreement between seller and agent.

Under Oregon law, a seller's agent may show properties owned by another seller to a prospective buyer and may list competing properties for sale without breaching any affirmative duty to the seller.

Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise, including but not limited to investigation of the condition of property, the legal status of the title or the seller's past conformance with law

Duties and Responsibilities of a Buyer's Agent

An agent, other than the seller's agent, may agree to act as the buyer's agent only if the buyer's agent is not representing the seller, even if the buyer's agent is receiving compensation for services rendered, either in full or in part, from the seller or through the seller's agent.

An agent who represents only the buyer owes the following affirmative duties to the buyer, the other parties and the other parties' agents involved in a real estate transaction:

- (1) To deal honestly and in good faith;
 - (2) To present all written offers, notices and other communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and
 - (3) To disclose material facts known by the agent and not apparent or readily ascertainable to a party.
- A buyer's agent owes the buyer the following affirmative duties:
- (1) To exercise reasonable care and diligence;
 - (2) To account in a timely manner for money and property received from or on behalf of the buyer;
 - (3) To be loyal to the buyer by not taking action that is adverse or detrimental to the buyer's interest in a transaction;
 - (4) To disclose in a timely manner to the buyer any conflict of interest, existing or contemplated;
 - (5) To advise the buyer to seek expert advice on matters related to the transaction that are beyond the agent's expertise;
 - (6) To maintain confidential information from or about the buyer except under subpoena or court order, even after termination of the agency relationship; and
 - (7) Unless agreed otherwise in writing, to make a continuous, good faith effort to find property for the buyer, except that a buyer's agent is not required to seek additional properties for the buyer while the buyer is subject to a contract for purchase.

None of these affirmative duties of an agent may be waived, except (7). The affirmative duty listed in (7) can only be waived by written agreement between buyer and agent.

Under Oregon law, a buyer's agent may show properties in which the buyer is interested to other prospective buyers without breaching an affirmative duty to the buyer.

Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise, including but not limited to investigation of the condition of property, the legal status of the title or the seller's past conformance with law

Duties and Responsibilities of an Agent Who Represents More than One Client in a Transaction

One agent may represent both the seller and the buyer in the same transaction, or multiple buyers who want to purchase the same property, only under a written "Disclosed Limited Agency Agreement" signed by the seller and buyer(s).

Disclosed Limited Agents have the following duties to their clients:

- (1) To the seller, the duties listed above for a seller's agent
- (2) To the buyer, the duties listed above for a buyer's agent; and
- (3) To both buyer and seller, except with express written permission of the respective person, the duty not to disclose to the other person:
 - (a) That the seller will accept a price lower or terms less favorable than the listing price or terms;
 - (b) That the buyer will pay a price greater or terms more favorable than the offering price or terms; or
 - (c) Confidential information as defined above.

Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise.

When different agents associated with the same principal broker (a real estate licensee who supervises other agents) establish agency relationships with different parties to the same transaction, only the principal broker will act as a Disclosed Limited Agent for both the buyer and seller. The other agents continue to represent only the party with whom the agents have already established an agency relationship unless all parties agree otherwise in writing. The principal real estate broker and the real estate licensees representing either seller or buyer shall owe the following duties to the seller and buyer:

- (1) To disclose a conflict of interest in writing to all parties;
- (2) To take no action that is adverse or detrimental to either party's interest in the transaction; and
- (3) To obey the lawful instructions of both parties.

No matter whom they represent, an agent must disclose information the agent knows or should know that failure to disclose would constitute fraudulent misrepresentation.

You are encouraged to discuss the above information with the licensee delivering this pamphlet to you. If you intend for that licensee, or any other Oregon real estate licensee, to represent you as a Seller's Agent, Buyer's Agent, or Disclosed Limited Agent, you should have a specific discussion with the agent about the nature and scope of the agency relationship. Whether you are a buyer or seller, you cannot make a licensee your agent without the licensee's knowledge and consent, and an agent cannot make you a client without your knowledge and consent.



EXCLUSIVE AUTHORIZATION OF SALE

OWNER hereby grants to CAMPBELL COMMERCIAL REAL ESTATE ("Broker") the exclusive right to negotiate the sale of the real property described below (the "Property") for a period commencing on APRIL 1, 2025 and ending at midnight on MARCH 31, 2026 (the "Listing Period") unless this Authorization is extended in writing and signed by both Owner and Broker. The Property is located 107 E 3rd Street in the City of LOWELL, County of LANE, State of Oregon, and further described as 3,694 SF OF BUILDING LOCATED ON 17,860 SF OF LAND ON THE CORNER OF E 3RD AND PIONEER STREET IN LOWELL.

The price and terms of the sale shall be as follows: THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100-----(\$325,000)
AND/OR SUCH OTHER TERMS AS ACCEPTABLE TO PROPERTY OWNER.

If, during the Listing Period an option or right of refusal to purchase the Property or any interest therein is granted or an escrow is opened or negotiations involving the sale, transfer or conveyance of the Property have commenced and are continuing, then the term of the Listing Period shall be extended with respect to such transaction(s) and negotiations for a period through the exercise of such option or right of first refusal, the closing of such escrow, the final termination of all efforts to complete a transaction or the consummation of such transaction. The term of Listing Period shall be extended one day for each day the Property is off the market during the Listing Period, not to exceed six months. The Property shall be considered off the market for any time period after a purchase and sale agreement, letter of intent or other agreement is executed by Owner and a buyer and before the transaction contemplated by such agreement is terminated by the parties thereto.

In consideration of this Authorization and Broker's agreement diligently to pursue the procurement of a purchaser for the Property, Owner agrees to pay Broker a commission in cash as follows:

1. **Improved Property:** 5% of the gross sales price.
2. **Joint Venture/Exchange:** If an exchange or joint venture is affected in lieu of a sale, a full sales commission shall be paid, computed on the basis of the type and fair market value of the property contributed to the joint venture or properties exchanged. The listing price stated herein shall be prima facie evidence of the fair market value of the Property.

Owner shall pay said commission to Broker if during the Listing Period: (a) the Property or any interest therein is sold, transferred or conveyed by or through Broker, Owner or any other person or entity; or (b) a purchaser is procured by or through Broker, Owner or any other person or entity who is ready, willing and able to purchase the Property or any interest therein on the terms above stated or other terms acceptable to the owner of the Property; or (c) any contract for the sale, transfer or conveyance of the Property or any interest therein, including without limitation the granting of an option or right of first refusal, is made directly or indirectly by the owner of the Property; or (d) this Authorization is terminated or the Property is withdrawn from sale without the written consent of Broker or the Property is made unmarketable by Owner's voluntary act. Owner shall also pay said commission to Broker if within one hundred eighty (180) days after the expiration of the Listing Period: (1) the owner of the Property enters into a contract for the sale, transfer or conveyance of the Property or any interest therein, including without limitation the granting of an option or right of first refusal, to any person or entity which during the term of the Listing Period or any extension thereof made a written offer to purchase the Property, or any interest therein, whether or not such transaction is consummated on the same or different terms and conditions contained in such offer; or (2) the owner of the Property enters into a contract for the sale, transfer or conveyance of the Property or any interest therein, including without limitation the granting of an option or right of first refusal, to any person or entity with whom Broker has negotiated or to whom Broker has submitted the Property in an effort to effect a transaction during the Listing Period and whose name appears on any list of such persons or entities (the "Registration List"), which Broker shall have mailed to Owner at the address below stated within thirty (30) days following the expiration of the Listing Period.

Commissions shall be paid through escrow upon the closing of sales or exchange transactions; absent an escrow, commissions shall be paid upon recordation of a deed or upon delivery of such deed or other instrument of conveyance if recordation is deferred more than one month thereafter. In the event of a contract or agreement of sale, joint venture agreement, business opportunity, granting of an option or first right of refusal or other transaction not involving the delivery of a deed, commissions shall be paid upon the mutual execution of the agreement evidencing the transaction.

Owner agrees to cooperate with Broker in effecting a sale of the Property and immediately to refer to Broker all inquiries of any person or entity interested in purchasing the Property. All negotiations are to be through Broker. Owner agrees to pay all customary escrow, title and revenue charges and to execute such documents as may be necessary to effect a sale of the Property.

Broker is authorized to advertise the Property and shall have the exclusive right to place a sign or signs on the Property if, in Broker's opinion, such would facilitate the sale thereof.

It is understood that it is illegal for either Owner or Broker to refuse to present or sell real property to any person because of race, color, religion, national origin, sex, marital status, age or physical disability.

Except as disclosed in an addendum hereto signed by both Owner and Broker, Owner hereby warrants and represents to Broker that (1) Owner is the owner of record of the Property or has the legal authority to execute this Authorization on behalf of such owner, (2) no person or entity has any right to purchase the Property or to acquire any interest therein by virtue of option, right of first refusal or other agreement, (3) there are no delinquencies or defaults under any deed of trust, mortgage or other encumbrance on the Property, (4) the Property is not subject to the jurisdiction of any court in any bankruptcy, insolvency, conservatorship or probate proceeding, and (5) Broker has not made any promises or representations to or agreements with Owner not contained herein which in any manner affect Owner's and Broker's rights and obligations under this Authorization.

Owner agrees to defend, indemnify and hold Broker harmless from any and all claims, demands, liabilities and damages arising from information supplied by Owner which is alleged to be incomplete, misleading or incorrect, or any information which Owner fails to supply.

In the event an escrow is opened with respect to the sale, transfer or conveyance of the Property or any interest therein, Owner hereby irrevocably assigns to broker and irrevocably authorizes and instructs the escrow agent to disburse to Broker the amount of the compensation provided for herein from the funds payable to Owner.

If a claim or controversy arises concerning any failure to pay Broker all or any portion of the amounts provided therein, the prevailing party shall be entitled to its costs and attorneys' fees in any legal action regarding the collection of a commission due hereunder.

If there is a failure to make any payment to Broker at the time required herein, the delinquent sum(s) shall bear interest at the rate of 18% per year or the maximum rate permitted by law, whichever is lower.

Owner hereby authorizes Broker to represent and serve as agent for any prospective purchaser of the Property or of any interest therein, and Owner hereby waives any conflict of interests which might arise as a result thereof.

The heirs, transferees, successors and assigns of the parties hereto are duly bound by the provisions hereof.

NO AMENDMENTS TO OR MODIFICATIONS OF THIS AUTHORIZATION NOR THE TERMINATION OF THIS AUTHORIZATION SHALL BE VALID OR BINDING UNLESS MADE IN WRITING AND SIGNED BY BOTH OWNER AND BROKER. OWNER HEREBY ACKNOWLEDGES THAT BROKER IS NOT AUTHORIZED TO MAKE OR APPROVE ANY ADDITIONS TO, DELETIONS FROM OR ALTERATIONS OF THE PRINTED PROVISIONS OF THIS AUTHORIZATION, OR to TERMINATE THIS AUTHORIZATION, AND THAT NO SUCH ADDITION, DELETION, ALTERATION OR TERMINATION SHALL BE VALID OR BINDING ON BROKER UNLESS IN WRITING AND SIGNED BROKER. ANY PURPORTED AMENDMENT, MODIFICATION OR TERMINATION OF THIS AUTHORIZATION WHICH IS ORAL, OR WHICH IS IN WRITING BUT NOT SIGNED BY BOTH OWNER AND BROKER, SHALL BE VOID AND OF NO EFFECT WHATSOEVER.

Owner hereby acknowledges that neither Broker nor any salesperson associated with Broker is qualified or authorized to give legal or tax advice. Broker hereby encourages Owner to consult with a qualified attorney or accountant to obtain such legal or tax advice that Owner may desire.

Owner acknowledges receipt of a copy of this Authorization which Owner has read and understands.

Other terms and conditions: _____

DATED: _____

CAMPBELL COMERCIAL REAL ESTATE

By: _____

By: _____

OWNER: **CITY OF LOWELL, LOWELL, OREGON**

By _____

By: _____

Address _____

Telephone _____