

**AGENDA**  
**CITY COUNCIL WORK SESSION**  
**TUESDAY, SEPTEMBER 4, 2018 – 7:00 P.M.**  
Lowell City Hall, 107 East 3<sup>rd</sup> Street, Lowell, Oregon

**CALL TO ORDER/ROLL CALL**

Councilors: Mayor Bennett \_\_\_\_ Burford \_\_\_\_ Osgood \_\_\_\_ Angelini \_\_\_\_ Harris \_\_\_\_

Study 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 item. The public is invited to attend, however, there is generally no public comment period.

**WORK SESSION TOPIC(S)**

1. Solid Waste Franchise Agreement
2. City Hall and Library Renovations
3. Public Safety Report

**ADJOURN**

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 Joyce Donnell at 541-937-2157.

ORDINANCE NO. 162

AN ORDINANCE REGULATING AND PROVIDING FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE WITHIN THE CITY OF LOWELL GRANTING A NON-EXCLUSIVE FRANCHISE FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND DEFINING THE TERMS THEREOF; PROHIBITING UNLAWFUL ACCUMULATION, TRANSPORTATION OR DISPOSAL OF SOLID WASTE; PROVIDING PENALTIES; AND, DECLARING AN EMERGENCY.

THE CITY OF LOWELL ORDAINS AS FOLLOWS:

Section 1. Purposes, Policy and Scope. It is declared to be the public policy of the City of Lowell to regulate solid waste management to:

1. Insure safe, efficient, economical and comprehensive solid waste service.
2. Insure fair and equitable consumer rates and to prohibit rate preferences or other practices that might be discriminatory.
3. Conserve energy and material resources, reduce solid wastes and promote material and energy recovery in all forms.
4. Provide for technologically and economically feasible resource recovery.
5. Eliminate or prevent overlapping services and thereby increase efficiency and to decrease truck noise, street wear, energy waste, air pollution and public inconvenience.
6. Protect public health and the environment.
7. Provide public service standards.
8. Protect against improper and dangerous handling of hazardous wastes.
9. Provide a basis and incentive for investment in solid waste equipment, facilities, sites and technology.

Section 2. Definition of Terms.

1. Hazardous Waste: Any waste defined as hazardous waste by or pursuant to ORS Chapter 459; or defined as hazardous waste by another government unit having jurisdiction; or found to be hazardous to service workers, to service equipment, or to the public by the franchise.
2. Person: Any individual, partnership, association, corporation, trust, firm, estate, joint venture or other private legal entity or any public agency.
3. Resource Recovery: The process of obtaining useful material or energy resources from solid waste, including reuse, recycling and other materials recovery or energy recovery of or from solid waste.
4. Service: The collection, transportation or disposal of or resource recovery from solid waste.
5. Solid Waste: All solid waste or semi-solid waste, including without limitation, garbage, rubbish, refuse, trash, ashes or swill, newsprint or wastepaper, corrugated or cardboard, grass clippings, compost, residential, commercial, industrial, governmental or institutional wastes, discarded home or industrial appliances, equipment or furniture, vehicle parts or tires, vegetable or animal wastes and other wastes.
6. Solid waste Management: The prevention of or reduction of solid waste; management of services; and, facilities and equipment necessary or convenient to such activities.
7. Waste: Material that is no longer directly usable by the source, generator or producer of the material, which material is to be disposed of or to be resource recovered by another person.
  - a. The fact that all or any part of the material may have value and thus be recovered does not remove it from this definition.
  - b. The fact that the source, generator or producer of materials has separated or segregated such material from other waste does not remove the materials from this definition.

Section 3. Public Responsibilities. In order to facilitate the collection and disposal of solid waste, the following regulations shall apply to all persons in the City of Lowell.

1. The collector may make reasonable rules and regulations regarding collection service subject to prior written approval of the City Recorder.
2. Except for storage in a proper container, no person shall accumulate garbage or other putrescible material on any premises in the City of Lowell.
3. Every person who generates or produces solid waste shall remove or have removed all putrescible wastes at least every seven days. More frequent removal may be required where the facility, activity or use involves the public health. All wastes shall be removed with sufficient frequency so as to prevent health hazards, nuisances or pollution.
4. No person shall dump or dispose of any solid wastes on any lands or any facilities in the City of Lowell except for a disposal site or transfer station approved by the Oregon Department of Environmental Quality or the city or in containers provided for by the city.
5. Except for a facility under permit from the Oregon Department of Environmental Quality and subject to the limitation in the air or solid waste permit therefor, no person shall burn or incinerate solid waste within the City of Lowell. As an exception, the Fire Chief may issue permits for the burning of yard debris at times and under conditions stated in the permit and subject to all applicable state laws and rules.
6. No person shall haul, transport or convey sawdust, shavings, hog fuel or solid wastes by any conveyance upon any street, alley or thoroughfare in the City of Lowell unless such vehicle is constructed, loaded, operated and maintained so as to prevent its contents from dropping, sifting, leaking or otherwise escaping therefrom.
7. No container designed for manual pickup shall exceed 32 gallons in size or 50 pounds in loaded weight. Such containers shall be made of metal or be rigid, fireproof, rodentproof and not subject to cracking or splitting. Containers shall be round, tapered from top to bottom and have proper handholds and bales.

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8. Cans must be placed to the road side unless customer is disabled or other arrangements are made.
9. No free service to the City of Lowell.
10. Recycling - no rebate - no charge.
11. The city is to receive a list of customers and their fees on a yearly basis.
12. Unless special service or service equipment is provided by the franchisee for handling unconfined waste, materials such as rubbish and refuse, brush, leaves, tree cuttings and other debris for manual pickup and collection shall be in securely tied bundles or in any box, sack or other receptacles. Solid waste so bundled, tied or contained shall not exceed to pounds in weight.
13. No unauthorized person shall place material in or remove material from a solid waste collection container without permission of the owner of the container. For the purpose of this section, the franchisee is the "owner" of containers supplied by franchisee. No authorized person shall remove solid waste placed out for collection and resource recovery by the franchisee or a person exempted by this ordinance and operating solely within the exemption. Such solid waste belongs to the franchisee or exempted person, respectively.
14. No person shall place any hazardous waste out for collection or disposal by the franchisee nor place it into any solid waste container or drop box supplied by the franchisee or the city without prior notice to and prior written approval from the franchisee or the city, respectively. A person placing such wastes for collection shall, prior to notice to the franchisee or to the city, obtain approval of the waste disposal site to be used for disposal of such wastes. Where required, an additional approval shall be obtained from the local government unit having jurisdiction over the disposal site. This disposal approval shall be in writing, signed by the person designated by the disposal site or the local government unit having jurisdiction of the disposal site may require written authorization from the Oregon Department of Environmental Quality for handling of such hazardous wastes. This section does not apply to household wastes generated at and by a single family residential dwelling unit.

Section 4. Limited Exemptions to Franchise. No franchise is required for (a) the collection of repairable discards; (b) the collection of recyclable materials by religious, charitable, benevolent or fraternal organizations, except as may be further limited by the Council; (c) transportation of waste generated by a person transporting his or her own waste; (e) the purchase of totally source-separated recyclable solid waste for fair market value; (f) providing service for hazardous waste; (g) recycling activities by person or organizations so engaged at the date of adoption of this ordinance; and (h) by other practice, business or activity withdrawn by a resolution and order of the Council.

A resolution and order of exemption shall be granted only after a public hearing thereon, and be based upon written findings. Prior to granting such an exception, the City Recorder shall give 30 days' written notice to the franchisee of the public hearing and the proposed basis of the exception. Prior to granting such an exception, the Council must find that the exception carries out the purposes of Section 1 of this ordinance; that there is a need for the proposed service; that the franchise cannot or will not provide the required service; and that the applicant has the necessary equipment, experience, finances and personnel to provide adequate service; and, that the granting of the exception will not be materially detrimental or have a substantial impact on service, consumer rates or the business franchised under this ordinance.

Section 5. Practices Prohibited Without a Franchise. Unless exempted by or under Section 4 of this ordinance or granted a franchise under Section 6 of this ordinance, no person shall solicit customers for service, or advertise the providing of service, or provide service in the city.

Section 6. Franchise Granted. The franchise granted by this section is based upon the prequalification of the applicant on the basis of demonstrated knowledge of the service business, the ability of the applicant to continue to furnish all required and necessary equipment, personnel and service; the financial responsibility of the applicant; the capacity of the applicant to indemnify the city and its inhabitants against the failure on his part to fulfill the terms of the franchise or against injuries occurring to the city or any of its inhabitants in the performance of such franchise; and, the prior experience of the applicant in maintaining exemplary public service in the city and the surrounding area.

There is hereby granted to Star Garbage and Richardson Sanitation, Inc., the non-exclusive right, privilege and franchise to provide service with the city limits as of the date of this ordinance and of any area that may hereafter be annexed to the city, subject to the provisions of ORS 459.085 and, for that purpose, to utilize the streets and facilities of the city.

The rights, privileges and franchise herein granted shall begin on January 3, 1996, and shall be considered a continuing five year franchise. That is, beginning on January 3rd of each year, the franchise shall be renewed for a full five year term unless prior to that time the City Recorder shall notify the franchisee in writing of intent to terminate the franchise renewals. The termination of further renewals may be with or without cause. Upon giving of such notice of termination of renewals, the franchisee shall have a franchise which will terminate four year from the date of the notice of termination. The Council may later extend the term or reinstate the continuing renewal upon mutual agreement. The City Council may amend this ordinance to grant an exclusive franchise to any solid waste collector should the council determine it is in the public interest to do so.

Section 7. Franchisee Responsibilities. The franchisee shall:

1. Comply with disposal site regulation properly approved by appropriate governmental units. Franchisor shall certify that franchisee is a designated hauler to comply with site use regulations.
2. So construct, load, operate or maintain any vehicle or conveyance used in providing service so that solid wastes shall not drop, sift, leak or escape from such vehicle.
3. Keep sufficient equipment on hand to promptly and adequately provide service required by this ordinance and such further levels of service as may later be required by the Council, including, but not limited to, recycling; provided that the Council shall allow the franchisee a reasonable time to obtain necessary equipment and institute service, and shall include the cost thereof in rates to be forwarded to the Lowell City Recorder's office.
4. Comply with all rules and regulations of the City of Lowell and applicable regulations of Lane County and/or the Oregon Environmental Quality Commission.

5. Provide service throughout the city at such reasonable times as may be required by the Council and respond with reasonable promptness to all calls for special hauling of solid wastes.
6. Pay to the City of Lowell a franchise fee of three (3) percent of the annual gross cash receipts from service franchised by this ordinance. Determination and payment of such fee shall be paid at least quarterly on or before the 25th of the month in July, October, January and April each year for the previous quarter. Payment on a basis more often than quarterly may be made at such time as the City and the franchisee may agree. Any franchisee may elect, in the alternative, to pay a flat annual fee of \$300.00.
7. Provide the level of recycling and reuse service required by ORS 459.165 through ORS 459.200 together with applicable existing or future ordinances, laws, regulations, standards, or guidelines promulgated thereunder and:
  - a. As a matter of public policy the city requests each franchisee provide at least once a week collection of recyclable materials for all single family residential dwelling units within the city. On the effective date of this ordinance and until further action by the City Council recyclable materials are determined to be the following: properly cleaned and/or prepared newspapers, cardboard, tinned cans, glass, (separated by colors), aluminum and waste oil.
  - b. As a matter of public policy the city requests that each franchisee provide collection of recyclable materials from commercial, industrial, institutional, governmental and multi-family residential sources at least monthly or as otherwise directed.

Section 8. Suspension, Modification or Revocation of Franchise  
The provisions in this section are in addition to and not in lieu of any other remedy of the city.

1. Failure to provide necessary service or otherwise comply with the provision of this ordinance after written notice and reasonable opportunity to comply shall be grounds for modification, suspension or revocation of the franchise.



2. After written notice from the City Recorder that such grounds exist, the franchisee shall have at least 30 days from the date of mailing of the notice in which to comply or request a public hearing before the Council.
3. At a public hearing, the franchise and other interested persons shall have an opportunity to present oral, written or documentary evidence to the Council.
4. If the franchisee fails to comply within the time specified or, if a Council hearing is held, with the order of the Council entered upon the basis of findings at the public hearing, the Council may suspend, modify or revoke the franchise or make such action contingent upon continued noncompliance.
5. In the event the Council finds an immediate and serious danger to the public through creation of a health hazard, it may take action within a time specified in the notice to the franchisee and without a public hearing prior to taking such action.
6. The waiver by the city of one or more defaults or breaches in franchisee's observance of the terms and conditions of this franchise and ordinance shall not be deemed by any court to be a continuing waiver of such default or breach of any subsequent default or breach thereof.

Section 9. Preventing Interruption of Service. The franchisee agrees as a condition to its franchise that whenever the Council determines that a failure of service or threatened failure of service would result in the creation of an immediate and serious health hazard or serious public nuisance, the Council may, after a minimum of 24 hours actual notice to the franchisee and a public hearing thereon if requested by the franchisee, authorize the city or another person to temporarily provide service. The city or the person providing the service may use and occupy the land and operate the facilities and equipment of the franchisee for the use of which the city shall provide the franchisee with reasonable compensation. The Council shall return any seized property and business upon abatement of the actual or threatened interruption of service.

Section 10. Transfer of Franchise. This franchise shall not be assignable by the franchisee to any third persons without the written consent of the Council being first has and obtained and until such assignee has filed his/her acceptance and agreement to abide by the terms hereof with the City Recorder. Such consent shall not be unreasonably withheld.

Section 11. Rate Determination and Requirements.

1. Service rates shall be reasonable and uniform, taking into consideration the services rendered; and the franchisee shall submit to the Council a list of the current charges and submit a list of any and all proposed rate changes 30 days prior to the date they are to be implemented.
2. Rates for service shall be set by each franchisee and shall be fair and equitable and shall relate the current rates charged to similar communities in the Lane County area.
3. The City Council may amend this ordinance to require a mandatory rate schedule of any and/or all franchisees should the City Council determine it is in the public interest to do so. The City Council hereby adopts and incorporates by reference "Exhibit A" which is the City Council Advisory Rate Schedule.
4. On all but emergency or interim rates, the franchisee shall provide 30 days' written notice of the proposed rate change to the City Recorder's office.
5. The Council may require such information as it determines to be necessary to justify changes in rates. The council may require an investigation and report by the City Recorder on any proposed rate changes.
6. A proposal to change rates may be initiated either by the franchisee or the council. A rate change proposal by the council shall be advisory but not mandatory.

Section 12. Penalties. Any person violating any of the provisions of this ordinance shall, upon conviction, be punished by a fine of not more than \$100 or by imprisonment for not more than 30 days, or by both such fine and imprisonment. Each day that a violation of this ordinance continues shall be considered a separate offense.

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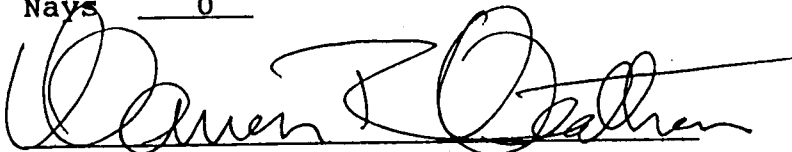
Section 13. City Enforcement. The city shall enforce the provisions of this ordinance by administrative, civil or criminal action or any combination as necessary to obtain compliance with this ordinance. The Council shall take such legislative action as is necessary to support the ordinance and the franchise granted. The franchisee may also enforce payment or protect its rights by appropriate civil action.

Section 14. Emergency Clause. It being necessary for the peace, health, safety, and orderly development of the City of Lowell, an emergency is hereby declared to exist and this ordinance shall become effective immediately upon its passage by the council and signature by the Mayor.

Passed by the Common Council this 4th day of January 1996.

Ayes   4  

Nays   0  

  
Warren R. Weathers, Mayor

  
Dee Blacklaw, City Recorder

db

CITY OF VENETA

ORDINANCE NO. 544

AN ORDINANCE RELATING TO SOLID WASTE MANAGEMENT IN THE CITY OF VENETA, OREGON, INCLUDING BUT NOT LIMITED TO GRANTING TO SANIPAC, INC. THE EXCLUSIVE FRANCHISE TO COLLECT, TRANSPORT, AND CONVEY SOLID WASTE, RECYCLABLE MATERIALS AND YARD DEBRIS OVER AND UPON THE STREETS OF THE CITY, AND TO RECYCLE, REUSE, DISPOSE OF, OR RECOVER MATERIALS OR ENERGY FROM SOLID WASTE; CREATING NEW PROVISIONS; REPEALING ORDINANCE NO. 507 AND ANY PORTIONS OF ANY OTHER ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

NOW THEREFORE, THE CITY OF VENETA ORDAINS AS FOLLOWS:

**Section 1 Short Title.** This Ordinance shall be known as the "Solid Waste Management Ordinance", it may be so cited and pleaded, and it shall be referred to herein as "this Ordinance".

**Section 2 Policy, Purpose, and Scope.** It is declared to be the public policy of the City to regulate solid waste management to accomplish the following:

- 2.1. Ensure safe, economical, financially stable, reliable, and comprehensive solid waste service;
- 2.2. Ensure rates that are just, fair, reasonable, and adequate to provide necessary public service and to prohibit rate preferences and other discriminatory practices;
- 2.3. Provide technologically and economically feasible resource recovery by and through the franchisee; and
- 2.4. Provide the opportunity to recycle.

**Section 3 Definitions.**

"**Administrator**" means the City Administrator of the City or the City Administrator's designee.

"**City**" means the City of Veneta, Oregon, and the local government of that name.

"**can**" means a receptacle owned by a customer that does not exceed 32 gallons.

"**cart**" means a receptacle provided by the franchisee that does not exceed one (1) cubic yard.

"**compensation**" means and includes:

- (a) Any type of consideration paid for service, including but not limited to rent, the proceeds from resource recovery, and any direct or

indirect provision for payment of money, goods, services, or benefits by tenants, lessees, occupants, or similar persons;

- (b) The exchange of service between persons; and
- (c) The flow of consideration from the person owning or possessing the solid waste to the person providing service.

**“container”** means a receptacle, of at least 1-yard capacity, provided by the franchisee.

**“Council”** means the City Council of the City.

**“franchisee”** means the person granted the franchise by Section 4 of this Ordinance, or a subcontractor to that person.

**“person”** means an individual, partnership, association, corporation, trust, firm, estate, or other legal entity.

**“recover resources”**, **“resource recover”** and **“resource recovery”** means the process of obtaining useful material or energy resources from solid waste, including energy recovery, materials recovery, recycling, or reuse of solid waste.

**“recyclable material”** means any material or collection of materials which may be collected, separated, cleansed, treated and/or reconstituted and returned to the economic stream in the form of raw materials or products.

**“service”** means storage, collection, transportation, treatment, utilization, processing, and final disposal of, or resource recovery from, solid waste, yard debris and recyclable material; and providing facilities necessary or convenient to those activities.

**“solid waste”** means all putrescible and non-putrescible wastes, including but not limited to waste, garbage, rubbish, refuse, ashes, swill, waste paper and cardboard, yard debris, residential, commercial, and industrial demolition and construction wastes, discarded residential, commercial, and industrial appliances, equipment, and furniture, discarded, inoperable, or abandoned vehicles or vehicle parts, and vehicle tires, manure, vegetable or animal solid or semisolid waste, dead animals, and all other wastes not excepted by this Ordinance. Solid waste does not include:

- (a) Hazardous wastes as defined by or pursuant to ORS 466.005 (**“hazardous waste”**);
- (b) Septic tank and cesspool pumping or chemical toilet waste; or
- (c) Reusable beverage containers as defined in ORS 459A.725.

**“solid waste management”** means management of service.

“**waste**” means material that is no longer usable by or that is no longer wanted by the last user, producer, or source of the material, which material is to be disposed of or be resource recovered by another person.

“**yard debris**” means grass clippings, leaves, hedge trimmings, and similar vegetable or fruit waste generated from residential property or residential or commercial landscaping activities but does not include rocks, soil, concrete, stumps, or similar bulky wood materials.

#### **Section 4 Exclusive Franchise and Exceptions.**

- 4.1 There is hereby granted to Sanipac, Inc., the franchisee, the exclusive right, privilege, and franchise to provide service in, and for that purpose to use the streets and facilities of, the City.
- 4.2 Except for the franchisee and except as otherwise specifically provided in this Ordinance, it shall be unlawful for any person to:
  - 4.2.1 Provide service for compensation, or offer to provide, or advertise for the performance of service for compensation;
  - 4.2.2 Provide service for compensation to any tenant, lessee, or occupant of any real property of the person.
- 4.3 Solid waste, whether or not source-separated, and including recyclable material, once placed out for collection by the customer, becomes the property of the franchisee. No person other than the franchisee shall remove solid waste placed out for collection and resource recovery by the franchisee, including, without limitation, any person acting or purporting to act as an agent for the owner of the solid waste in question. No person other than franchisee or the customer, including, without limitation, any person acting or purporting to act as an agent for the customer, shall place material in or remove material from a container, cart, or can. No person other than franchisee or the customer, including, without limitation, any person acting or purporting to act as an agent for the customer, shall climb into or otherwise enter a container, cart, or can.
- 4.4 Nothing in this Ordinance shall prohibit any person from transporting solid waste he or she produces himself or herself to an authorized disposal site or resource recovery facility providing he or she complies with all other provisions of this Ordinance. Solid waste produced by a tenant, licensee, occupant, or similar person is produced by that person, not the landlord or property owner.
- 4.5 The exclusive right, privilege, and franchise to provide service is granted to franchisee by this Ordinance shall extend to all land within the corporate limits of the City. Any land annexed to the City during the term of this Ordinance shall automatically be subject to this Ordinance, and the franchisee shall have the exclusive right, privilege and franchise to provide service to property in any land so annexed. Upon annexation, the

franchisee shall contact the property owners of the newly annexed land and arrange for service.

**Section 5 Franchise Term and Renewal.** The rights, privileges and franchise herein granted shall continue and be enforced for a period of ten (10) years from the effective date of this ordinance, except as hereafter provided. At any time, within the 90 day period prior to the beginning of the 6th year of this agreement one party may notify the other in writing of intent to renegotiate any section of this Agreement. Such notice shall be in writing and mailed Certified Mail within the 90-day period preceding the applicable anniversary date. Nothing in this Section restricts the council from suspending, modifying or revoking the franchise for cause pursuant to Section 12. Ninety (90) days prior to the expiration of this franchise, staff shall notify the council of the pending expiration date. At that time, council shall decide to either renew or extend the franchise or go to bid for solid waste collection service.

Notwithstanding anything to the contrary in this Section 5, the Council may at any time, or from time to time, renew or extend the franchise granted herein contingent upon mutual agreement with the franchisee.

**Section 6 Indemnification and Insurance.**

- 6.1 The franchisee shall indemnify and save harmless the City and its officers, agents and employees from any and all loss, cost, and expense arising from damage to property and from injury to or death of persons to the extent caused by any wrongful or negligent act or omission of the franchisee, its agents, or employees in exercising the rights, privileges, and franchise hereby granted.
- 6.2 None of the rights granted by this franchise shall be exercised by the franchisee until it shall supply the City with a certificate or a policy of commercial general liability insurance in a form approved by the City and naming the City as an additional insured for \$5,000,000 in combined single limit coverage for each occurrence of personal liability and property damage.
- 6.3 The franchisee shall be required to furnish a surety bond with a bonding company entitled to transact business in the State of Oregon in the sum of \$10,000, conditioned that the franchisee shall well and truly observe and comply with the terms and conditions of this Ordinance. The franchisee shall renew the surety bond annually and file the bond with the City. The franchisee and the City may agree in writing to some additional method of securing to the City the assurance that the amount due to the City will be paid and that the franchisee will perform the terms of this Ordinance.

**Section 7 Rates.**

- 7.1 The initial rates for service are attached as **Exhibit A**.
- 7.2 The franchisee shall not give any rate preference to any person, locality, or type of solid waste stored, collected, transported, disposed of, or

resource recovered. This Section shall not prohibit uniform classes of rates based upon length of haul, type or quantity of solid waste handled, and location of customers so long as those rates are reasonable based upon costs of the particular service and are approved by the Council in the same manner as other rates, nor shall it prevent any person from volunteering service at reduced costs for a charitable, community, civic, or benevolent purpose.

- 7.3 Disposal or service cost increases established by a unit of federal, state or local government having jurisdiction or by the owner of the applicable disposal site may be passed on to customers following a thirty (30) days' notice of such increases to affected customers.
- 7.4 The rates for service described above shall be automatically adjusted annually, effective March 1st of each year during the term of the franchise, commencing on March 1, 2018, based on the annual average increase, if any, of the Consumer Price Index – All Items – for Portland-Salem, OR-WA, as published by the United States Bureau of Labor Statistics (<http://data.bls.gov>) (the "CPI") during the most recent twelve (12) month period ending no later than December 31st of the calendar year preceding the upcoming year. For example, if the CPI increased three percent (3%) from the annual average of 2011 to the annual average of 2012 then the rates for service would automatically be subject to a three percent (3%) increase effective as of February 1, 2013. In the event the CPI increased over five percent (5%) from the prior year's annual average, the automatic increase shall be capped at five percent (5%) and the franchisee and the City shall meet and confer in good faith to determine whether the franchisee shall be entitled to receive the remaining increase above five percent (5%). Under no circumstances shall the franchisee's rates be decreased below the rates in effect during the immediately preceding year. In the event the CPI index is no longer published, the parties shall confer in good faith to select an alternative index and shall confirm their agreement on a substitute index in writing. All percentages shall be computed to the third decimal place and the change in the rates for service shall be calculated to the nearest fifth cent (\$.05).

Notwithstanding the foregoing, if the annual average increase in CPI from January 1, 2017 to December 31, 2017 is less than two percent (2%), the rates for service for 2018 shall remain firm and shall not adjust as provided for in this Section. If the annual average increase in CPI from January 1, 2017 to December 31, 2017 is greater than two percent (2%), then the rates for service for 2018 shall increase by the increase in CPI over two percent (2%). The adjustment of rates for service every other year of this Contract shall continue as provided for herein.

- 7.5 In addition to the adjustment mechanisms set forth above, the franchisee may request an adjustment to the rates for service, under the following extraordinary circumstances: (i) any changes in existing, or adoption of new, federal, state, local or administrative laws, rules or regulations that result in an increase in the franchisee's costs, including but not limited to



the imposition of new or the increase to existing governmental, regulatory or administrative taxes or fees; (ii) disposal or service cost increases established by the owner of the applicable disposal site; and (iii) in the event that unforeseen circumstances arise which materially affect the franchisee's costs or revenues under this Ordinance, including, but not limited to, extraordinary increases in the cost of fuel. The franchisee's application for an extraordinary rate adjustment shall include a statement of the amount of the requested rate adjustment, the basis there for, and all financial and other records on which the franchisee relies for its claim that the franchisee's costs have increased. City staff shall promptly review the franchisee's rate application and notify the franchisee if its application is complete or whether City staff wishes to review and/or audit any additional documents or information reasonably related to the requested increase before submitting the matter to the Council for its consideration. Rate adjustments made under this Section 7.5 may be requested by the franchisee at any time during the course of an operating year. The Council shall review and consider approval of adjustment requests under this Section 7.5 in its discretion; provided that such approval shall not be unreasonably withheld, conditioned or delayed. The Council shall review and consider such requests within a reasonable period of time after the complete submittal by the franchisee of its application for an extraordinary rate adjustment and after the City has had a reasonable period of time to request, review and audit any applicable financial records of the franchisee. The Council may grant the franchisee's requested rate adjustment or, based on the information presented, increase or decrease the rates for service in amounts differing from the franchisee's request. The adjusted rates, if approved by the Council, shall go into effect after customers have received thirty (30) days' notice of such approval.

- 7.6 In an effort to defray the costs incurred by the franchisee for providing its services under this Ordinance, the franchisee shall be entitled to receive and retain all revenues, if any, from the sale of recyclable material and/or yard debris received by the franchisee from its customers.

### **Section 8 Franchise Fee.**

- 8.1 In consideration of the granting of this franchise, the franchisee agrees to pay to the City a franchise fee of five percent (5%) of its gross receipts collected from customers within the City; provided that the franchisee shall be permitted to add (*i.e.*, pass-through) the amount of such franchise fee to the rates charged to customers for solid waste, recyclable material and yard debris collection services. Such franchise fee shall be payable by the franchisee every other month beginning February 1, 2018.
- 8.2 The franchisee shall keep and maintain accurate books and records for the purpose of determining the amounts due the City under the provisions of this franchise. These books and records shall be open to inspection by the City, its attorney, or authorized agent at any time during the franchisee's business hours. The franchisee shall keep and maintain books and records related to the franchise for a period of five (5) years

following the expiration or earlier termination of the franchise. During that five (5) year period, the books and records shall continue to be open to inspection by the City, its attorney, or authorized agent at any time during the franchisee's business hours.

**Section 9 Franchisee Responsibility.** The franchisee shall:

- 9.1 Dispose of solid wastes collected at a site approved by the local government unit having jurisdiction of the site or recover resources from the solid wastes, in compliance with Chapter 459, Oregon Revised Statutes, and regulations promulgated thereunder.
- 9.2 Provide the opportunity to recycle consistent with ORS Chapter 459A and regulations promulgated thereunder.
- 9.3 Comply with all applicable local, state, and federal laws, now or hereafter enacted (Laws). In the case of a conflict between this Ordinance and other Laws, the Laws shall prevail.
- 9.4 Provide a minimum of weekly on-route collection of residential solid waste materials (20, 35, 65, 96-gallon).
- 9.5 Provide a minimum of every other week on-route collection of residential commingled recyclable materials (96-gallon) on the same pick-up day as solid waste service.
- 9.6 Provide a minimum of every other week on-route collection of residential yard debris materials (96-gallon) on the same pick-up day as solid waste service.
- 9.7 Provide weekly yard debris collection for the months of April, May and November.
- 9.8 Provide a durable 96-gallon cart to residential customers for yard debris collection along with a 96-gallon cart for residential commingled recyclables.
- 9.9 Provide expanded recycling education and promotion program which includes, among other things, recycling collection promotion directed at residential and commercial solid waste service customers quarterly.
- 9.10 Provide recycling education and promotion through its quarterly newsletters.
- 9.11 Be responsible for mailing educational welcome packets to all new customers in an effort to outline all recycling services.
- 9.12 Provide and staff an educational booth at the City's Earth Day Event.
- 9.13 Provide recycling collection service to multi-family dwelling complexes having five (5) or more units.

- 9.14 Provide on-site collection of commingled recyclable materials from commercial customers.
- 9.15 Provide commercial customers an option of food waste recycling, which program will provide carts up to 65 gallons and commercial containers not to exceed 2 yards.
- 9.16 Within 30 days after the effective date of this Ordinance, file with the City Recorder a written acceptance of this franchise,
- 9.17 Provide sufficient collection vehicles, containers, facilities, personnel, and finances to provide the service pursuant to this Ordinance. Where one or a few large customers require substantial investment in new or added equipment not otherwise necessary to service the franchised service area, the franchisee may require a contract with those sources providing that the customer will require and pay for service for a reasonable period of time. This Ordinance exception is intended to assist in financing the necessary equipment and in protecting the integrity of the remaining service should the source or sources terminate collection service.
- 9.18 Respond to any written complaint on service.
- 9.19 Annually provide a franchise report to the City on or before March 31<sup>st</sup> for the preceding year's activity. City staff and the franchisee shall work together in good faith to determine the contents of such franchise report.
- 9.20 Remove all solid waste as herein defined from the Community Center of the City, the swimming pool, City Hall, and all city parks, and any other future Parks which the City may develop after February 1, 2018, free of charge.
- 9.21 Provide the necessary equipment, collection, transport, labor and disposal of all waste material generated from the City's annual community wide clean-up, free of charge.
- 9.22 Remove all solid waste as herein defined from the following City-sponsored events, free of charge: Zumwalt, Parades, Harvest Festival, Earth Day and any other event having similar or smaller size, scope, attendance and amount of solid waste generated.
- 9.23 Haul all material emptied from the boxes of the City's street sweeper free of charge; provided that the City shall pay any and all disposal fees for the disposal of such material.
- 9.24 Provide free of charge three (3) roll-off boxes annually for City abatement projects. Such roll-off boxes shall not exceed thirty (30) yards in size and the City shall pay any and all disposal fees for the disposal of the contents of such roll-off boxes.

**Section 10 Public Responsibility.** In addition to compliance with ORS Chapters 459 and 459A and regulations promulgated thereunder:

- 10.1 To prevent recurring back and other injuries to the franchisee and other persons and to comply with safety instructions to the franchisee from the State Accident Insurance Fund:
- 10.1.1 All customers who subscribe to the franchisee's residential collection service shall only use carts furnished by the franchisee. All such carts shall remain the property of the franchisee.
  - 10.1.2 To allow proper use of franchisee's pickup equipment for carts, all residential customers shall, whether on collection days or for on-call service, place all carts at the street, curb, or other pickup point designated by the franchisee. Carts shall not be loaded beyond the manufacturer's recommended maximum load weight.
  - 10.1.3 If any disabled residential customer (with a DMV disabled-parking certification, physician's letter, or other reasonable certification of disability) is unable to roll the cart to the street or curb, the franchisee will pick up the cart at the customer's residence at the same rate as curb service. All such carts shall remain the property of the franchisee. Any other customer who wants the cart picked up at a location other than the curb shall, at franchisee's request, specify the location in writing. The location must be visible from the street. The franchisee may charge an additional fee for non-curbside service.
  - 10.1.4 Except when carts are furnished by the franchisee to residential customers, under Section 10.1.1, cans may be used by customers. Cans shall not exceed sixty (60) pounds gross loaded weight or thirty-two (32) gallons in size. Only round cans shall be used. Cans shall be tapered with a smaller bottom than top opening, shall have handles at the top, and shall have a place for a handhold at the bottom.
  - 10.1.5 Sunken receptacles shall not be used.
  - 10.1.6 All receptacles, including carts furnished by the franchisee to residential customers under Section 10.1.1, shall be rigid, rodent-proof, and approved by the franchisee.
  - 10.1.7 The customer shall provide safe access to the pickup point, so as not to jeopardize the safety of the driver of a collection vehicle or the motoring public or to create a hazard or risk to the person providing service. Where the Council finds that a private bridge, culvert, or other structure or road is incapable of safely carrying the weight of the collection vehicle, the franchisee shall not enter onto the structure or road. The user shall provide a safe alternative access point or system.
- 10.2 To protect the privacy, safety and security of customers and to prevent unnecessary physical and legal risk to the franchisee, a residential

customer shall place the container to be emptied outside of any locked or latched gate and outside of any garage or other building.

- 10.3 Any vehicle used by any person to transport solid wastes shall be so loaded and operated as to prevent the wastes from dropping, shifting, leaking, blowing, or other escapement from the vehicle onto any public right-of-way or lands adjacent thereto.
- 10.4 Any person who receives service shall be responsible for payment for the service. When the owner of a single or multiple dwelling unit or mobile home or trailer space has been notified in writing by the franchisee of his contingent liability, the owner shall be responsible for payment for service provided to the occupant of the unit if the occupant does not pay for the service.

**Section 11 Supervision.** Service provided under the franchise shall be under the supervision of the Administrator. The franchisee shall, at reasonable times, permit the Administrator's inspection of its facilities, equipment, and books and records related to its charges, rates, and receipts.

**Section 12 Suspension, Modification or Revocation of Franchise.**

- 12.1 Failure to comply with a written notice to provide necessary service or otherwise to comply with the provisions of this Ordinance after written notice and a reasonable opportunity to comply shall be grounds for modification, revocation, or suspension of the franchise.
- 12.2 After written notice from the Council that those grounds exist, the franchisee shall have thirty (30) days from the date of mailing of the notice in which to comply (or commence compliance, if such failure to comply is not capable of being cured within thirty (30) days) or to request a public hearing before the Council.
- 12.3 If the franchisee fails to comply within the specified time or fails to comply (or commence compliance, if applicable) with the order of the Council entered upon the basis of findings at the public hearing, the Council may suspend, modify, or revoke the franchise or make that action contingent upon continued non-compliance.
- 12.4 At a public hearing, the franchisee and other interested persons shall have an opportunity to present oral, written, or documentary evidence to the Council.
- 12.5 Should the franchisee at any time, contend that the City has breached any provision of this franchise, in any material respect, the franchisee shall immediately notify the City in writing of the franchisee's contention. The City shall have a reasonable time to cure any such alleged breach, which in all events shall not be less than ninety (90) days or any such longer period as reasonably needed to cure said breach. If the City fails to cure the breach within such time, the franchisee may terminate this franchise.

**Section 13 Force Majeure; Emergency Service by the City.**

- 13.1 The franchisee shall not be in default under this franchise in the event that the collection, processing, transportation and/or disposal services of the franchisee are temporarily interrupted or discontinued for reasons outside the reasonable control of the franchisee, including but not limited to: riots, wars, sabotage, civil disturbances, acts of terrorism, insurrection, explosion, natural disasters such as floods, earthquakes, landslides and fires, strikes, lockouts and other labor disturbances, excessive snow, acts of God, or other similar or dissimilar events which are beyond the reasonable control of the franchisee (each an “Event of Force Majeure”).
- 13.2 The franchisee agrees as a condition of holding this franchise, that whenever the Council reasonably determines that the failure of service, other than in connection with an Event of Force Majeure, would result in the creation of an immediate and serious health hazard, the City may, after a minimum of seven (7) days’ prior written notice to the franchisee, and a public hearing if requested by the franchisee, authorize City personnel or other persons to temporarily provide the service.

**Section 14 Termination of Service.** The franchisee shall not terminate service to all or a portion of its customers unless:

- 14.1 The street or road access is blocked and there is no alternate route; provided, the City shall not be liable for any such blocking of access;
- 14.2 An Event of Force Majeure occurs; or
- 14.3 A customer has not paid for service provided after a regular billing, or does not comply with franchisee’s reasonable policies as in effect from time to time.

**Section 15 Transfer of Franchise.** The franchisee shall not transfer the franchise or any portion of it to other persons without the prior written approval of the Council, which consent shall not be unreasonably withheld, conditioned or delayed. The Council shall approve the transfer if the transferee meets all applicable requirements met by the original franchisee.

**Section 16 Interpretation.** Any interpretation or finding by any court of competent jurisdiction that any portion of this Ordinance is unconstitutional or invalid shall not invalidate any other provision of this Ordinance.

**Section 17 Enforcement.** The City may enforce the provisions of this Ordinance by administrative, civil, or criminal action as necessary to obtain compliance with this Ordinance. Following written notice by the franchisee to the Administrator of a violation of any provision of this Ordinance, the City shall make all reasonable efforts to commence enforcement action(s) against the violator(s) identified in the franchisee’s notice within seven (7) days of the date of the notice. Notwithstanding the foregoing, the franchisee may independently enforce the exclusivity provision of this Ordinance against third-party violators, including but not limited to seeking injunctive relief and/or damages,

and the City shall use good-faith efforts to cooperate in such enforcement actions brought by the franchisee.

**Section 18 Hazardous Waste.** Those residents receiving services within the City shall not deposit in the franchisee's equipment or place out for collection by the franchisee any hazardous waste. Title to and liability for any hazardous waste shall remain with the resident and/or generator of such hazardous waste, even if the franchisee inadvertently collects and disposes of such hazardous waste. Notwithstanding any other term contained herein, the franchisee shall have no obligation to collect any material which is, or which the franchisee reasonably believes to be, hazardous waste. If the franchisee finds what reasonably appears to be discarded hazardous waste, the franchisee shall notify the resident/ generator, if such can be determined, that the franchisee may not lawfully collect such hazardous waste and leave a tag specifying the nearest location available for appropriate disposal.

**Section 19 Arbitration.**

- 19.1 If any controversy between the City and franchisee regarding language of this Ordinance, performance thereof, or negotiation of rates, charges, and frequency of service cannot be settled by the parties, the controversy shall be submitted to arbitration. Either party may request arbitration by providing written notice to the other. If the parties cannot agree on a single arbitrator within ten (10) days from the giving of notice, each party shall within five (5) days thereafter appoint one (1) arbitrator. The two (2) arbitrators shall immediately select an impartial third (3<sup>rd</sup>) arbitrator to complete a three (3)-member panel. If either party fails to select an arbitrator, the other party may petition the Chief Judge of the Circuit Court of Lane County for designation of the arbitrator. The arbitration shall be conducted in accordance with ORS 36.300 *et seq.*, or the provisions of any successor statute. In preparation for the arbitration hearing, the parties shall have the rights of pre-trial discovery as supervised by the arbitrator(s).
  
- 19.2 The cost of the arbitrator or arbitration panel shall be shared equally by the franchisee and the City.

**Section 20 Attorney's Fees.** If any arbitration, action, or enforcement proceedings or appeal thereof is instituted in connection with any controversy between the City and the franchisee arising out of this Ordinance, the performance of the rights and obligations herein, or the failure to perform, the prevailing party shall be entitled to recover, in addition to costs (including the cost of the arbitrator(s) and the arbitration) and disbursements, such sum as the person or body rendering the decision may adjudge reasonable as attorney's fees.

**Section 21 Notice.** Any notice required by this Ordinance shall be delivered in writing by personal service upon an officer of the City or franchisee or by certified mail addressed to the City at:

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City of Veneta  
PO Box 458  
88184 8<sup>th</sup> Street  
Veneta, Oregon 97487

or to the franchisee at:

Sanipac Inc.  
P.O. 10928  
Eugene, Oregon 97440

The City and the franchisee may change its address designation upon written notice to the other.

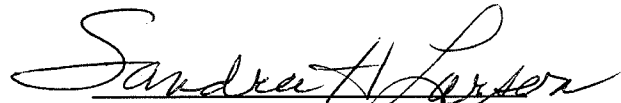
**Section 22 Repeal.** Ordinance No. 507, adopted by the Council, all amendments thereto, and any portions of any other ordinances in conflict with this Ordinance are hereby repealed effective upon enactment of this Ordinance.

**Section 23 Effective Date.** This Ordinance will go into full force and effect on the 30<sup>th</sup> day after City Council enactment and signature by the Mayor.

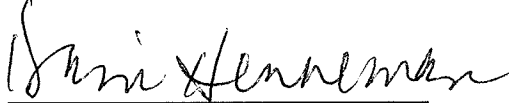
READ FOR A FIRST TIME, BY TITLE ONLY, this 9<sup>th</sup> day of October, 2017, no Council person in attendance having requested that it be read in full.

READ FOR A SECOND TIME, BY TITLE ONLY, AND FOR FINAL ADOPTION, this 23 day of October, 2017 no Council person in attendance having requested that it be read in full.

PASSED AND ADOPTED by a 4 vote in favor and a 0 against by the Veneta City Council this 23 day of October, 2017.

  
Sandra H. Larson, Mayor

ATTEST:



Darci Henneman, City Recorder



Exhibit "A"

To Ordinance No. 544

City of Veneta Rates

Effective 3/1/2017

Size	EOW - Monthly	Quarterly	Size	Weekly-Monthly	Quarterly
20 Gallon	\$ 10.05	\$ 30.05	20 Gallon	\$ 15.45	\$ 46.35
35 Gallon	\$ 17.00	\$ 51.00	35 Gallon	\$ 20.30	\$ 60.90
65 Gallon	\$ 20.30	\$ 60.90	65 Gallon	\$ 25.60	\$ 76.80
95 Gallon	\$ 25.60	\$ 76.80	95 Gallon	\$ 30.70	\$ 92.10

Size	EOW	1xWeek	2xWeek	3xWeek
1 Yard	\$ 67.00	\$ 84.10	\$ 168.10	\$ 252.15
1.5 Yard	\$ 83.05	\$ 102.05	\$ 204.10	\$ 306.20
2 Yard	\$ 101.10	\$ 120.00	\$ 240.15	\$ 360.20
3 Yard	\$ 145.95	\$ 164.95	\$ 329.95	\$ 494.80
4 Yard	\$ 209.55	\$ 228.45	\$ 448.70	\$ 657.55
3 Yard Compactor	\$ 325.40	\$ 503.60	\$ 1,030.35	N/A

Roll Off	Haul	Disposal	Rent/Day after 10 Days	Monthly Rent
10 Yard	\$ 162.70	\$ 78.40	\$ 10.30	\$ 165.30
20 Yard	\$ 162.70	\$ 78.40	\$ 10.30	\$ 165.30
30 Yard	\$ 200.70	\$ 78.40	\$ 10.30	\$ 165.30
40 Yard	\$ 216.85	\$ 78.40	\$ 10.30	\$ 165.30

Relocate Fee	\$ 86.75
Walk in Fee	\$ 3.25
Extra Bag	\$ 3.85
Comm Overflow per Yard	\$ 14.10
Recycle Only	\$ 6.50
Yard Debris Only	\$ 6.50
NSF Check Fee	\$ 25.00
Medical Waste (35 Gal)	\$ 52.95
Medical Waste (1 Gal)	\$ 13.80
Mattress (each)	\$ 15.30
Tire (each)	\$ 10.30
E-Waste Pick Up	\$ 21.20
Return Trip Fee	\$ 7.95
Bulk Pickup Minimum	\$ 27.05

Price on a 35 gallon can x 1/week:

	Monthly rate
Eugene (14.6% proposed)	\$21.50 proposed to \$24.65
Springfield (5.9% in Jan, additional 5% July)	\$18.00 going to \$18.90
Beaverton	\$25.20
Portland	\$31.80
Newport/Lincoln County	\$24.09
Lincoln City	\$20.57
Depoe Bay	\$23.77
Washington County	\$24.96
Gresham/Clackamas Counties	\$29.35/\$32.36/\$34.35
Salem	\$26.65
Florence (approved 5/21)	\$25.70, going to \$27.22
Hillsboro	\$25.75
Sherwood	\$26.18
Ashland/Talen	\$22.13
Banks	\$24.62
Jackson and Josephine County	\$19.44/\$18.25
Coos Bay, North Bend, Bandon, Coos County	\$21.70/\$21.67/\$18.04/\$21.69
Veneta	\$20.75
Creswell	\$21.30
Sweet Home ( Proposed 8% )	\$26.26

**\*\*Yellow highlight indicates site is within Lane county where material must be dumped at Lane County Landfill at a rate of \$80/ton**

\*\* Each city offers different levels of service. Some offer glass and yardwaste services that are included in the solid waste price above.

# Out Of Area

## Residential Rates

Revised 2/15/218



<u>Cart Size:</u>	<u>Frequency:</u>	<u>Monthly Charge:</u>
35 Gallon	Weekly	\$ 26.06
65 Gallon	Weekly	\$ 48.72
95 Gallon	Weekly	\$ 61.44

Recycling is Once a month pick up only. No glass pick up. Al

Optional Service:

Extra Bags        \$6.28 each

Additional recycle cart \$6.70/mo

ll service is curbside.



**City Administrator's Office**  
P.O. Box 490 Lowell, OR 97452  
Phone: 541-937-2157  
Email: [jcobb@ci.lowell.or.us](mailto:jcobb@ci.lowell.or.us)

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**TO:** Mayor Bennett and Council  
**FROM:** Jared Cobb, City Administrator  
**DATE:** August 31, 2018  
**SUBJECT:** City Hall and Library Repairs

### **Background**

When I started with the City of Lowell in October 2015, there was evidence of water damage in the kitchen of City Hall. It was my understanding that the roof was not actively leaking, but the wall needed to be repaired. Unfortunately, when the winter rains arrived the roof leaked in the kitchen area. Soon thereafter the roof in the garage began to leak, and the ceiling in garage and library began to bow.

In 2016, the City retained the services of a structural engineering firm to properly assess the physical damage. An experienced attorney specializing in construction defects was also retained on a contingency contract. The City is responsible for covering the direct costs of litigation, such as expert witness testimony, travel, and printing, but is only required to cover legal fees if the City prevails in the case. The case remains ongoing.

The damage to City Hall from the roof failure is extensive. We have received estimates for the roof replacement, structural repairs, and siding work. The estimated cost, which excludes any required engineering, temporary office space, or hazardous materials abatement (if discovered) is \$538,755.

Staff has also asked the engineering firm on the project for an opinion as to whether it was worth making such a sizeable investment into our existing building. In addition to repairs mentioned above, there are significant electrical, plumbing, and ADA improvements that have been identified. The building also does not have an HVAC system and relies on space heaters and window units, which are inefficient and do not meet the needs for staff and visitors.

The engineering firm stated that they would not recommend rehabilitating the existing building. They advised hiring an architect to develop a conceptual design for a new building. This would provide an opportunity to discuss, plan, and construct a facility that best meets the needs of all stakeholders involved – staff, residents, businesses, and visitors.

There are three points that are important to clarify and frame this discussion:

1. Staff understands there are many worthy programs and projects that are competing for very limited resources. This project did not start near the top of the list of funding priorities. Unfortunately, the severity of the damage has forced the project to the top.
2. Staff has worked diligently over the last three years to reduce costs and make strategic investments in city operations, planning, and infrastructure. All operating funds are now in a sustainable position and we do not anticipate any additional water or sewer rate increases above normal inflation.
3. Staff will continue to focus on the long-term financial health of the City. Funding over and above any potential legal settlement will be required; however, staff would recommend these funds as leverage to secure grants. Moreover, any debt service should be covered with current revenues, with no expectation for growth, property tax or rate increases.

### **Recommendation**

My recommendation is to solicit a professional architect to facilitate the development of a concept plan for a new City Hall and Library. The scope of work should include evaluating the space needs, drafting a conceptual layout, design, and providing a cost estimate. Completion of this planning project will afford the City Council and community with the information needed to make an informed decision. The work will also enable staff to start soliciting grant funds.

Photographs of the existing damage and a draft Request for Proposals (RFP) are attached. If the Council desires to move forward, the RFP will be added to our next meeting agenda on September 18 for public comments, review, and consideration.











**REQUEST FOR PROPOSALS  
COMMUNITY FACILITIES STUDY**

**SUBMISSION DEADLINE: OCTOBER 10, 2018 BY 5:00 P.M. PST**

## LEGAL ADVERTISEMENT

The City of Lowell invites proposals for professional services from consultants with demonstrated experience, knowledge, and expertise in city hall, library, and community center planning, design, and architecture to conduct a Community Facilities Study.

Sealed proposals will be received until 5 p.m. on October 10, 2018, to Jared Cobb, City Administrator at P.O. Box 490, 107 East Third Street, Lowell, Oregon 97452. There will be no formal opening. Facsimile proposals will not be accepted. Proposals will not be accepted after the stated date and time.

Proposal packets may be downloaded from [www.ci.lowell.or.us/rfps](http://www.ci.lowell.or.us/rfps) or may be obtained by calling 541-937-2157.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120(1). Pre-qualification of proposer is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and the City of Lowell Municipal Code.

The City of Lowell reserves the right to (1) reject any or all proposals not in compliance with public bidding procedures, (2) to postpone award of the contract for a period not to exceed sixty (60) days from the date of proposal opening, (3) to waive informalities in the proposals, and (4) to select the proposal which appears to be in the best interest of the City.

**PUBLISHED: City of Lowell Website, [www.ci.lowell.or.us/rfps](http://www.ci.lowell.or.us/rfps) on September 17, 2018.**

## **SECTION 1: INTRODUCTION AND BACKGROUND**

### **Project Summary**

The existing Lowell City Hall and Library building is approximately 4,000 square feet. It currently has a failing roof, which has caused significant structural and cosmetic damage. The City recently received an estimate of approximately \$538,755 to make necessary repairs, which does not include other known plumbing, electrical, mechanical and ADA deficiencies. With this information in hand, the City has decided that it would be prudent to take a step back and utilize a more comprehensive approach to rehabilitation or development of new facilities. Recommended facilities may be located within one or multiple buildings.

### **What are the Project Goals?**

- Assist the City in planning for future community facilities to serve the organization and community.
- Produce a report which helps the City plan for future capital expenditures and informs the community about capital needs.

### **What is the Project Objective?**

- Work with City to engage a wide range of community stakeholders in the process, resulting in a report that is reflective of community and organizational needs.
- Use existing reports, master plans, and ongoing planning efforts to help identify existing conditions.
- Identify opportunities to leverage grant funding while meeting needs expressed by the community.
- Consider design opportunities which promote the City's economic development goals and help generate revenue.
- Plan facility "needs" for administration, finance, human resources, planning and zoning, utility billing, information technology, customer service, and space for public meetings and records.
- Plan facility "wants" for other services that may be desired by the community, such as a library, commercial kitchen, community/youth/senior center, and/or fitness facility.

### **Who is the Audience?**

There are many stakeholders who the City expects to engage during this process. The City is seeking community-wide input to identify the needs for community facilities, as well as identifying space needs through analysis and interviews with City staff. This will include working with the existing Downtown Master Plan Steering Committee, which is currently working on a Downtown Master Plan with the support of the Lane Council of Governments. The final report will serve to help the community and the organization see the "big picture" impact of the organization and community needs and wants.

## **SECTION 2: SCOPE & SCHEDULE OF WORK**

### **Scope of Work**

The scope of work outlines the anticipated consultant tasks and responsibilities for the Community Facilities Study. In responding to this RFP, the consultant may offer alternative approaches for consideration; however, the integrity of the process must remain intact, particularly in maintaining the previously established goals and in utilizing community suggestions for action.

The consultant may perform other duties not listed below, but only as expressly approved by City staff.

### **Consultant Tasks/Requirements**

KNOWLEDGE AND EXPERIENCE: The successful respondent to this RFP will have professional expertise in developing municipal facilities plans and identifying estimated capital costs for planning, designing and constructing the facilities. The ideal respondent will have the following qualifications:

- Experience working with municipalities of similar sizes.
- Experience in the preparation of facility plans for similarly sized organizations.
- A demonstrated history of successful facility planning efforts.
- Experience in preparing budget estimates for design and construction of public facilities.
- Adequate, qualified staff with appropriate experience to perform the development planning effort within the designated time period.

PRELIMINARY SCOPE OF SERVICES: The scope of work is as follows:

- Conduct interviews with City staff to identify and prioritize space and facility needs.
- Plan at least one (1) meeting with the Downtown Master Plan Steering Committee to discuss the existing City Hall and Library building, potential project sites, and community facility needs.
- Develop up to three (3) conceptual plans, including a floorplan, interior and exterior design renderings for building rehabilitation and/or new buildings with basic cost estimates.
- Participate in at least one (1) public community workshop.
- Plan at least one (1) meeting with the Steering Committee to review comments from the public community workshop and identify the preferred conceptual plan.
- Based on the selected conceptual plan, develop a detailed project cost estimate.
- Develop summary planning document for Steering Committee review.
- Present recommended plan to the City Council for review and adoption.

GUIDING CITY STAFF: The consultant will be responsible for helping City staff to develop a successful outreach strategy to inform the facilities planning process.

While the consultant will provide guidance, assistance and technical expertise to the process, City staff will be primarily responsible for implementation of the facilities planning process. City staff will:

- Serve as the liaison between the consultant and the Downtown Master Plan Steering Committee;

- Provide support to the Steering Committee, including agendas and meeting arrangements;
- Serve as primary contact for the consultant;
- Coordinate outreach and public communication;
- Review drafts of the Community Facilities Plan; and,
- Assist the consultant in preparing for the presentation of the report to the City Council.

The consultant will facilitate the public community workshop and Steering Committee meetings.

PUBLIC INVOLVEMENT PROMOTION AND COORDINATION: The consultant and staff will work with the Steering Committee, City staff and other stakeholders to promote awareness of the process with the public and continue to seek new ways of soliciting public input. Activities and actions led by City staff, the Steering Committee and the consultants will include developing information for the City’s website, public events, and presentations at public meetings. The consultant may be asked to develop, review or assist with material or presentations.

**Proposed Project Timeline**

- |                        |                            |
|------------------------|----------------------------|
| ▪ RFP to Consultants   | September 19, 2018         |
| ▪ Proposals Due        | October 10, 2018           |
| ▪ Consultant Selection | October 16, 2018           |
| ▪ Project              | November 2018 - April 2018 |
| ▪ Plan Adoption        | April 2018                 |

**SECTION 3: PROPOSAL CONTENT & FORMAT**

Proposals must address all submission requirements set forth in this RFP and describe how the services will be provided.

The City’s proposal format and administrative requirements are set out below. These are intended to facilitate the City’s ability to quickly and accurately evaluate proposals. Failure to follow these format and administrative requirements may affect the scoring of proposals.

**Page Limit**

Proposals must be clear, succinct and should not exceed 20 pages, including resumes, work examples and any other supporting documents.

**Cost of Preparing Proposals**

All costs incurred in preparing and submitting a proposal in response to the RFP is the responsibility of the proposer and shall not be reimbursed by the City.

**Proposal Validity Period**

Each proposal shall be irrevocable for a period of seventy (70) days from the proposal opening date.

**Title Page**

Include a title page with the submitted proposal. Include the following information on the title page: 1) the RFP title; 2) the name, title, address, telephone number, fax number, and email address of proposer’s primary contact person; and, 3) the date of submission. Proposers may include other information on the title page in addition to the listed information, but not in lieu thereof.

**Transmittal Letter**

Include a transmittal letter with the proposal. The letter should identify by name and contact information the one person the proposer wishes the City to contact after proposals have been evaluated, scored, and ranked. The letter may include any other information or insights the proposer deems relevant, but in no instance may the letter exceed two pages in length.

**Submission Requirements**

Interested consultants are to submit 3 hard copies and an electronic version of the proposal on or before October 10, 2018 at 5 p.m. (PDT).

Mailing:

Jared Cobb  
City Administrator  
City of Lowell  
P.O. Box 490  
Lowell, OR 97452

Delivery:

Jared Cobb  
City Administrator  
City of Lowell  
107 East Third Street  
Lowell, OR 97452

#### **SECTION 4: SUBSTANTIVE REQUIREMENTS OF THE PROPOSAL**

The following information is requested to allow the City to evaluate Proposer responsibility and responsiveness to perform work described under the "Scope of Work" heading. If a contract is awarded, the City shall select the proposal which best meets the criteria outlined in the Scope of Work and based on the evaluation factors described in this RFP.

##### **Experience**

Provide a description of the firm's experience in the preparation of public facility development plans for cities and counties which address the key elements of the proposed scope of work.

##### **Proposer Qualifications**

Interested firms must submit statements of qualifications including the following:

- Background of firm. Include a brief history of the firm and types of services the firm is qualified to perform.
- Qualifications of the firm in performing this type of work. Provide a minimum of three and up to five references for similar projects. Include the contact name(s), address, email, and telephone number for each reference.
- Project team members and their qualifications. Identify individuals who will complete this work, their experience, individual qualifications, and roles they would be assigned for this project.

##### **Project Approach & Understanding**

Interested firms must submit statements of project approach and understanding including the following:

- Describe the proposed process for defining project scope. Description of management of project scoping. Please describe specific process and tools for this scope of work.
- Describe how the proposed approach meets the goals and objectives of the project and the characteristics described in the scope of work. This will be a major part of the selection process.
- Describe other characteristics of service which would add value to the process.
- Describe experience in public process strategies, design, implementation, and coordination.

##### **Work Product Samples**

Provide examples of work products for similar projects including but not limited to a schedule, work plan, task lists, and sample pages from a final report or public document created for the project.

##### **Project Cost**

Provide a detailed project budget and please state assumptions clearly. Also include hourly rates for the project team, an estimate of the number of hours of work for each team member, tasks to be performed, and any other anticipated expenses, direct or indirect.

##### **Additional Services**

Provide a brief description of any other services that your firm could provide the City and an approximation of the hourly charge for each service of this type. Such services would be contracted for on an "as needed" basis, to be provided and billed for separately.



## SECTION 5: PROPOSAL EVALUATION PROCEDURES

### Selection Process

The City Administrator, City Clerk, and Public Works Director shall review and evaluate proposals based on the proposal requirements and evaluation criteria identified in this RFP. The highest ranked proposal will be recommended for award to the City Council for a final decision.

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
Experience & Qualifications of Project Team Members and Firm	30
Project Understanding & Approach	30
Examples Provided of Similar Work Products	20
Contract Price	20
	<b>Maximum Total Points: 100</b>

At the City's option, interviews may be part of the evaluation process to determine which proposers best meet the requirements outlined in the RFP. The City Administrator will schedule any necessary interviews and notify the selected proposers.

### Intent to Award

After evaluation, the City will provide written notice to all proposers of its intent to award the contract to the highest ranked proposer and then commence with negotiations. If an agreement, cannot be reached, the City may engage in discussions with the next highest ranked proposer.

The decision whether to engage in negotiations or discussions with the next highest ranked proposer shall be made at the sole discretion of the City based on its reasonable judgment.

The City reserves the right to cease negotiations with the highest ranked proposer and proceed to negotiate with the next highest ranked proposer, (and so on down the list) until such time as an agreement can be reached or the City decides to cease all negotiations.

### Investigation of References

The City reserves the right to investigate references and the past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule and its lawful payment of employees and workers.

**Clarification of Proposals**

The City reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate a proposal, but will not, in any way, provide an opportunity to change any fee amount originally proposed. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of the firm's proposal.

**Award Recommendation**

City staff will inform the successful respondent of selection as the consultant. The successful respondent will be required to complete a Personal Services Agreement with the City.

**Reservation of Rights**

City reserves all rights regarding the RFP, including, without limitation, the right to:

- Amend, delay, or cancel the RFP without liability if City finds it is in the best interest of the City to do so (see generally ORS 279B.100);
- Reject any or all proposals received upon finding that it is in the best interest of the City to do so (see generally ORS 279B.100);
- Waive any minor informality or non-conformance with the provisions or procedures of the RFP, and seek clarification of any proposal, if required;
- Reject any proposal that fails substantially to comply with all prescribed RFP procedures and requirements;
- Negotiate a Statement of Work based on the Scope of Work described herein and to negotiate separately in any manner necessary to serve the best interest of the public;
- Amend any Contracts that are a result of the RFP; and
- Engage consultants by selection or procurement independent of the RFP process or any Contracts or agreements to perform the same or similar services.

Although price is a consideration in determining the apparent successful proposer, the intent of the RFP is to identify a proposal from a proposer that has a level of specialized skill, knowledge and resources to perform the work described in the RFP. Qualifications, performance, history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. Due to the highly technical nature of some of these tasks, the proposer with the lowest price proposal may not necessarily be awarded a contract. City reserves the sole right to determine the best proposal.



## Public Safety Report

**Published:** December 5, 2017

**Revised:** September 4, 2018

## **BACKGROUND**

The following report covers the public safety services available in the City of Lowell. This includes law enforcement, code enforcement, and municipal court. A review of existing services, potential alternatives, and recommendations are offered for your review and consideration.

## **EXISTING SERVICES**

### **Law Enforcement**



The Lane County Sheriff's Office is the primary law enforcement agency for the City of Lowell. This includes patrols, dispatch, investigations, and public outreach. The Department conducts patrols on a periodic basis, however, only has the resources to respond to emergencies. For property crimes and misdemeanors, victims are required to complete a self-report form and submit online or by mail to the Department. Services are funded through the Lane County property tax levy.



Lowell contracts with the City of Oakridge for additional services, which includes 40 hours of monthly patrols and security at special events such as the Blackberry Jam Festival. This equates to approximately 1 hour and 19 minutes of coverage per 24-hour period. Patrols are generally 1-2 hours due to limited staffing. More extensive patrols require an officer to be called in at the overtime rate. The FY 2018-19 contract includes 480 hours at a rate of \$56.88 per hour, for a total of \$27,300. Patrol hours have not been increased since at least 2002.

### **Code Enforcement**

The City of Lowell provides code enforcement services through the Public Works Department. This scope of work generally includes the enforcement of ordinances related to tall grass and weeds, garbage or junk, abandoned vehicles, illegal parking, and animal control. Each quarter a patrol is conducted by the Public Works Director of all public streets in Lowell. Properties in violation follow a graduated process until the violation is corrected, which includes a door hanger, warning letter, and citation. Other ordinances are enforced upon receipt of a written complaint.

### **Municipal Court**

The City of Lowell operates a municipal court, which is held bimonthly on the third Thursday of the month at 7:00 p.m. The City Clerk serves as the Court Clerk, while the City maintains a contract for the Municipal Judge and the City of Oakridge maintains a contract for the Bailiff. Revenues from court are used to pay court related expenses, including salaries for the Municipal Judge and Bailiff, which average \$200 per court session. A 10% administration fee is retained by the City, with the remaining funds divided evenly between the City and City of Oakridge. In FY 2017-18 the City had a surplus in the court account of \$562.99.

## POTENTIAL ALTERNATIVES

### 1. Increase Patrol Hours

The first option is to contract for additional patrol hours. The most likely progression would be to increase hours (480) to a half-time (1,040) position. This would more than double coverage (1 hour 18 minutes per day to 2 hours and 50 minutes per day), while also provide the opportunity for extended patrols. An estimate for these additional hours is provided below:

- \$59,155 – City of Oakridge
- \$97,709 – Lane County

### 2. Hire Community Service Officer (CSO)

A second option is for the City to hire a part-time (30 hours/week), civilian Community Service Officer. The position would be responsible for conducting security patrols, code enforcement, and support special events. There is also an opportunity for the position to assist victims of property crimes and misdemeanors, by helping them complete and submit the necessary self-report forms. This would bridge a gap in the current service model and improve community relations.

- \$42,230 – Salary and Benefits (excludes health insurance)
- \$5,000 – Vehicle Amortization (Preowned w/100k mile warranty and 5-year replacement schedule)
- \$3,000 – Equipment Replacement (vest, cell phone, body camera)
- \$5,000 – Annual Training
- **\$55,230 – Total**

### 3. Hire Full-Time Police Officer

A third option is for the City to partner with another public agency, such as the school district, to hire a full-time officer and share the costs through an intergovernmental agreement. This would more than quadruple existing coverage (1 hour 18 minutes per day to 5 hours and 41 minutes per day). The officer would serve the role of a Community Police Officer and School Resource Officer (SRO). Primary duties would include neighborhood and school patrols, traffic enforcement, and support of a local police reserve program. Time permitting, the position would also handle code enforcement and attend special events (i.e. football games, regatta, BBJ). Police reserves could also assist with performing these duties.



Time permitting, the position would also handle code enforcement and attend special events (i.e. football games, regatta, BBJ). Police reserves could also assist with performing these duties.

- \$112,195 – Salary and Benefits
- \$5,000 – Vehicle Amortization (Preowned w/5-year replacement schedule)
- \$3,000 – Equipment Replacement (vest, cell phone, body camera)
- \$5,000 – Annual Training
- \$10,000 – Management Fee (Oakridge Police Department)
- **\$135,195 – Total**

## **FUNDING OPPORTUNITIES**

The FY 2018-19 Budget includes \$29,106 for police services. All three options would require additional funding as follows:

- 1. Increase Patrol Hours – \$30,049**
- 2. Part-Time Community Service Officer – \$26,124**
- 3. Full-Time Police Officer – \$38,492**

### **Water and Sewer Payment In Lieu of Franchise**

Right-of-way access is most often granted to utility providers (electric, cable, telephone, water and sewer) through a franchise agreement, wherein the utility essentially pays the City “rent” for use of the public right of way. This is typically paid as a percentage of gross revenue.

Franchises are not exclusive to private firms and may be granted to other government entities or the City itself. This latter charge is often referred to as a payment in-lieu-of franchise; the public utility calculates and distributes the franchise fee to the appropriate fund(s) on a monthly, quarterly, or annually based on the gross revenue of the utility service.

A 2012 survey report by the League of Oregon Cities indicated 47 cities had a water franchise, while 45 maintained a sewer franchise. This includes the Lane County cities of Florence, Springfield, and Oakridge. The most common rate was 5% of gross revenues.

A 5% payment in-lieu-of franchise would raise approximately \$32,187 (Water - \$15,180, Sewer - \$17,007) per year. This would be treated as a business expense in the water and sewer funds.

### **Public Safety Levy**

The City currently maintains a permanent tax rate of \$2.16 per thousand of assessed value. This is the lowest permanent rate of any municipality in Lane County. An initiative could be placed on the ballot to adopt a 5-year local option levy for law enforcement. If approved, funds would be used exclusively for law enforcement through Lane County or the Oakridge Police Department.

The current FY 2017-18 assessed value of the City of Lowell is \$66,927,562. For every \$1.00 levied, the City would collect \$66,927.56. To raise sufficient revenue would require a levy of \$0.39 - \$0.58 per thousand of assessed value. On a \$200,000 home, this would equate to \$78-116 per year in additional taxes.

### **Public Safety Utility Fee**

Due to the permanent rate tax limitations, more cities are adopting service fees. The most typical fees are for transportation or parks services. The advantage of service fees is that they are dedicated and there is a clear relationship between the established fee and the level of service that is provided. Public safety utility fees are still new and not very common. The City of Creswell currently maintains a public safety fee of \$7.52 per month.

The City currently has approximately 500 EDUs total, or 475 excluding the Lowell School District. To raise sufficient revenue, a utility fee of \$5-7 would be required, which would raise \$28,500-39,900 per year.

## EVALUATION

Over the past three years I have worked with the Oakridge Police Department and our own Public Works Department to address public safety issues. Staff has learned many lessons, but most importantly, that we need someone that can dedicate their time to patrols, code enforcement, municipal court, and public outreach. Currently, the Public Works Director and City Administrator spend about 200 combined hours per year on these services. A dedicated position would provide a more efficient, effective, and overall a much higher level of service to the community.

1. **Increase Patrol Hours** – This option would increase the police presence in Lowell. Unfortunately, it still relies on a rotation of police officers and short patrols, which doesn't allow time for the officers to build relationships in the community or gain an understanding of our specific challenges. In short, the option does not lend itself to the community policing model.
2. **Part-Time Community Service Officer** – Staff previously recommended hiring a part-time (30 hours/week) Community Service Officer. Staff still believes a CSO is a cost-effective option. However, our insurance provider has researched the proposal further and concluded that the CSO position could create additional liability. They are specifically concerned about the potential for the position to overstep authority or be subjected to unsafe conditions where they lack the knowledge, skills, or ability to respond appropriately. If this option is selected, staff would need to develop additional policies, procedures, and training requirements to satisfy our insurance carrier.
3. **Full-Time Police Officer** – This option would provide for a full-time officer for the City of Lowell and the Lowell School District to share through an intergovernmental agreement. Both organizations would benefit from this option. The community would have a police presence for 40 hours per week. The City would receive neighborhood patrols, code enforcement, and court, while the School District would have an SRO and receive morning and evening traffic control around the School District facilities. The officer could also manage a local reserve program to provide additional coverage for patrols, code enforcement, and special events. The Lane County Sheriff's Department would continue to serve as the primary law enforcement agency, including responding to calls for service and investigations.

## RECOMMENDATION

- Discuss hiring a full-time police officer with the Lowell School District. If a partnership can be reached, draft an intergovernmental agreement with the Lowell School District and revise the law enforcement agreement with the City of Oakridge.
- Purchase pre-owned, low mileage patrol vehicle and removable radar sign for South Pioneer Street, North Moss Street, North Shore Drive, and West Boundary Road.
- Schedule Municipal Court monthly to expedite traffic citations and code enforcement.
- Establish a Community Outreach program with the following elements:
  - Maintain a public safety booth at the Blackberry Jam Festival.
  - Distribute crime prevention materials through the website and print media.
  - Highlight the LCSO Office Crime Mapping Tool on the City website.
  - Highlight the LCSO Home Security Inspection Program on the website.
- Fund the additional services with existing budget and by establishing a public safety fee of \$7.00 per equivalent dwelling unit (EDU). The Lowell School District would be exempt from the public safety fee for the duration of an intergovernmental agreement.