Lowell City Council Work Session Agenda Tuesday, February 5 at 7:00 P.M. Lowell City Hall, 107 East Third Street

Councilors:	Mayor Bennett	_ Angelini	Harris		
Work session	ns are held for the Ci	ty Council to red	eive background	information on City b	usiness and to
give Council i	members an opportu	inity to ask dues	tions and evoress	their individual views	No decisions

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

Work Session Topic(s)

Call to Order/Roll Call

- 1. Introduction to Oregon RAIN and Venture Catalyst Raj Vable
- 2. Training on New Tablets and Agenda Management System
- 3. Review and Discussion of 2019 Strategic Plan
- 4. Review and Discussion of City Administrator Objectives
- 5. Review and Discussion of Solid Waste Franchise Agreement
- 6. Review and Discussion of Community Grant Program Applications
- 7. Update on Conceptual Public Safety Program

Adjourn



2019 STRATEGIC PLAN

The **City of Lowell's** Strategic Plan, adopted by the City Council, is the management plan for the City. The following is a description of the purpose, components, definitions, process, and timelines related to the plan.

The Strategic Plan is a **political**, **compliance**, **and inspirational document** that serves two main purposes. First, the plan provides the Council's **political** direction in addressing the City's vision, mission, goals, prioritized objectives, and evaluation criteria. Second, the Strategic Plan, with action taken by the Council in the prioritizing of the objectives, provides clarity and **inspiration** to the City Administrator and staff in addressing the priorities of the Council and community.

Fiscal Integrity of the City

The Strategic Plan is designed to ensure that the human, financial and capital resources are efficiently and effectively allocated based upon the priorities established by the **City Council**, with the fiscal integrity of the City as the **cornerstone** foundational requirement of the Strategic Plan.

The components of the Strategic Plan are defined below:

<u>VISION</u>

A rural lakeside community, with a high quality of life, great outdoor activities, proud of our history, looking forward to the future through a responsive government.

MISSION

A historical rural town surrounded by nature's beauty on the north side of Dexter Lake where all people are valued, encouraged, and appreciated for their diversity. We desire to maintain the rural and historical character of the town, while striving to be a town where people want to live, work, and enjoy the outdoors by providing:

- An efficient, effective government which is open and responsive to the needs of the community, and works for the benefit of all through collaboration with residents, business, schools and other government agencies.
- The highest quality public services, including water and sewer.
- Transparent and accountable fiscal practices.
- A commitment to excellence by City staff and elected officials.
- Community development that enriches, while maintaining and enhancing the overall quality of life.
- A safe and healthy, welcoming atmosphere, including recreational opportunities.
- Protection of environmental resources.

GOALS

Global areas of services and programs provided by the City to the citizens of Lowell.

- Community Development
- Facilities and Infrastructure
- Financial Management
- Human Resources
- Public Health
- Public Safety
- Quality of Life
- Responsive Government

COUNCIL PRIORTIZED OBJECTIVES

The ongoing design, development, implementation, and evaluation of the objectives are to ensure a continuous improvement process in place. The objectives present the definition and priority of the services to be accomplished, in which progress is evaluated on an annual basis.

EVALUATION CRITERIA

Measurement criteria used to assess their annual progress against the objectives.

ACTIONS/SERVICES (Staff Driven)

Actions and/or services to be performed to meet the Council's Prioritized Objectives.

	ATEGIC GOAL: Public Health oond to Federal and State water quality standards.	
1.0	OBJECTIVE: WATER AND SEWER To meet or exceed Federal and State water and sewer regulatory requirements standards.	ents and
EVA	LUATION CRITERIA:	X = MET
1.1	Public Works to meet or exceed sewer discharge permit requirements.	
1.2	Public Works to meet or exceed water quality requirements.	
1.3	Public Works to submit annual water report to the City Council and residents.	

STRATEGIC GOAL: Financial Management

Efficiently and effectively plan, organize, direct and control financial activities.

2.0 OBJECTIVE: BUDGET DEVELOPMENT

Develop a balanced budget and sustainable revenues to support general operations and planned capital improvements.

EVA	LUATION CRITERIA:	X = MET
2.1	City Administrator shall submit the Proposed Annual Budget to the Budget Committee by May 1.	
2.2	City Administrator shall submit a report to the City Council on the progress made toward the GFOA Distinguished Budget Presentation Award Program by December 31.	
2.3	City Administrator shall submit narratives to the Budget Committee that explains the programs, services, and goals for each department.	

STRATEGIC GOAL: Public Safety

Improve public safety through effective policing strategies, emergency preparedness planning, and hazard mitigation.

3.0 OBJECTIVE: EFFECTIVE POLICING

Continue to improve police services by enhancing communication, crime reporting, and providing education.

EVA	LUATION CRITERIA:	X = MET
3.1	Implement Public Safety Plan adopted by the City Council, including half-time Community Service Officer (CSO), installation of radar speed signs, and community outreach materials.	

STRATEGIC GOAL: Facilities and Infrastructure Invest in the maintenance and development of facilities and infrastructure. **OBJECTIVE: DEVELOPMENT** 4.0 Plan and develop new facilities and infrastructure to meet current and long-range needs. **EVALUATION CRITERIA:** X = MET4.1 City Administrator shall submit an annual 5-Year Capital Improvement Plan to the City Council for review. City Administrator shall submit a report to the City Council by December 31 4.2 on grants available or submitted applications to fund projects included in the 5-Year Capital Improvement Plan. 4.3 City Council shall consider the recommendations of the Community Facilities Study.

STRATEGIC GOAL: Community Development

Positively plan, develop, and coordinate economic and population growth consistent with community values.

5.0 OBJECTIVE: ECONOMIC VITALITY

Create a welcoming business environment and assist with development, retention, and relocation efforts.

EVA	LUATION CRITERIA:	X = MET
5.1	Economic Development Committee shall review grant opportunities to update the buildable lands inventory for all residential, commercial, and industrial properties and submit a report to the City Council.	
5.2	Review the System Development Charges deferment program and consider an extension.	
5.3	Economic Development Committee shall consider the recommendations of the Small Business Organizational Assistance Report completed by Rural Development Initiatives.	

STRATEGIC GOAL: Financial Management Efficiently and effectively plan, organize, direct and control financial activities. **OBJECTIVE: FISCAL INTEGRITY** 6.0 Maintain financial records that are accurate, dependable, and inspire public trust. **EVALUATION CRITERIA:** X = METProvide monthly and quarterly financial reports to the City Council which are 6.1 consistent with the Fiscal Policy and Financial Management Procedures Manual. 6.2 Create and maintain an unrestricted cash balance in the operating funds of at least 17%. 6.3 City Administrator shall submit the Annual Financial Report to the Oregon Secretary of State by December 31. 6.4 City Administrator shall submit a plan to resolve audit deficiencies to the City Council and Oregon Secretary of State within 30 days of receiving the Annual Financial Report. 6.5 City Administrator shall engage the City Auditor and request a revision of the contract to ensure the annual financial audit is completed by November 30.

Impr	ATEGIC GOAL: Public Safety ove public safety through effective policing strategies, emergency preparednes hazard mitigation.	s planning,
7.0	OBJECTIVE: EMERGENCY PREPAREDNESS	
	Develop and update emergency preparedness plans.	
EVA	LUATION CRITERIA:	X = MET
7.1	City Administrator shall work with Lane County emergency management to develop and adopt a hazards mitigation plan.	

_	ATEGIC GOAL: Facilities and Infrastructure st in the maintenance and development of facilities and infrastructure.	
8.0	OBJECTIVE: PREVENTATIVE MAINTENANCE Reduce the lifecycle costs of equipment, facilities, and infrastructure by suppreventative maintenance program.	porting a
EVA	LUATION CRITERIA:	X = MET
8.1	Public Works Director shall perform a quarterly maintenance inspection of the facilities.	
8.2	Public Works Director shall submit an annual report on facility maintenance to the City Council by December 31.	

STRATEGIC GOAL: Quality of Life

Enhance quality of life by supporting public safety, a wide range of parks and recreational facilities and activities, and community beautification efforts.

9.0 OBJECTIVE: PARKS AND RECREATION

Provide diverse parks and recreation facilities, activities, and programs for residents of all ages and abilities.

EVA	LUATION CRITERIA:	X = MET
9.1	Public Works Director shall oversee and coordinate the repairs of the irrigation system at Paul Fisher Park.	
9.2	Public Works Department shall conduct a monthly safety inspection of parks and open spaces.	
9.3	City Administrator shall submit a grant application to the Oregon Parks and Recreation Department to enhance and make significant lighting, landscaping, and parking improvements to Rolling Rock Park.	

STRATEGIC GOAL: Community Development

Positively plan, develop, and coordinate economic and population growth consistent with community values.

10.0 OBJECTIVE: PLANNING AND ZONING

Provide a high quality built environment and support diverse neighborhoods through effective planning and zoning practices.

EVAI	LUATION CRITERIA:	X = MET
10.1	City Administrator shall identify and apply for grant funding, when available, to complete a Transportation System Plan or Local Street Network Plan. The plan shall include design standards for streets, lighting and sidewalks.	
10.2	City Administrator shall engage St. Vincent de Paul and other stakeholders regarding the availability of housing for families that meet low-moderate income (LMI) requirements and submit a report to the City Council.	
10.3	City Administrator shall work with the City Planner to submit a code assistance grant application to integrate recommendations from the Downtown Master Plan, Parks and Recreation Master Plan, and other planning efforts into the Land Development Code.	

STRATEGIC GOAL: Responsive Government

Deliver an efficient, innovative, transparent, effective and collaborative city government.

11.0 OBJECTIVE: CITIZEN ENGAGEMENT

Enhance communication and public outreach efforts with residents, businesses, non-profit and government organizations.

EVAI	LUATION CRITERIA:	X = MET
11.1	City Administrator shall present an annual report of official city communications using the website and other social media to the City Council.	
11.2	City Administrator shall submit a report to the City Council documenting collaborative efforts with local districts, state agencies, and/or non-profits.	
11.3	City Administrator shall publish a monthly status report of ongoing and future projects.	

STRATEGIC GOAL: Quality of Life

Enhance quality of life by supporting public safety, a wide range of parks and recreational facilities and activities, and community beautification efforts.

12.0 OBJECTIVE: BEAUTIFICATION

Encourage community beautification by serving as an example and providing tools, incentives, and support.

EVAL	LUATION CRITERIA:	X = MET
12.1	Public Works Director shall submit a monthly status report on code enforcement actions to the City Council.	
12.2	City Administrator shall distribute community outreach materials for code enforcement through the City website, Facebook, and The Bridge newsletter.	
12.3	Parks and Recreation Committee shall provide and annual report on the beautification program established in 2017.	

	STRATEGIC GOAL: Responsive Government Deliver an efficient, innovative, transparent, effective and collaborative city government.	
13.0	OBJECTIVE: POLICYMAKING	
	Adopt policies that support the goals and objectives of the strategic plan.	
EVAI	LUATION CRITERIA:	X = MET
13.1	City Administrator shall review the Lowell Revised Code, recommend editorial revisions, and report areas of emphasis to the City Council.	
13.2	City Council shall establish a charter review committee to meet every three years to review and discuss potential changes to the Lowell Charter.	

STRATEGIC GOAL: Human Resources Recruit, develop, evaluate and retain the highest quality staff.						
14.0	OBJECTIVE: PROFESSIONAL DEVELOPMENT AND ACCOUNTABILITY Improve the human resource capacity of the City by providing training opportune meaningful evaluation of staff.					
EVAI	LUATION CRITERIA:	X = MET				
14.1	City Administrator shall insure that each staff member is annually evaluated, with meaningful recommendations and appropriate plans for remediation included within the evaluation.					
14.2	City Administrator shall annually submit a department by department training program.					
14.3	City Administrator shall recommend a consultant to complete a salary and benefit survey of comparable municipalities.					

	STRATEGIC GOAL: Responsive Government Deliver an efficient, innovative, transparent, effective and collaborative city government.					
15.0	OBJECTIVE: TRAINING AND DEVELOPMENT Support the professional development of the governing body.					
EVAI	LUATION CRITERIA:	X = MET				
15.1	City Administrator shall present a list of training opportunities to the City Council on the topics of communication, conflict resolution, teamwork, mediation, and ethics.					
15.2	City Administrator shall review the City Council Rules and present a draft to the City Council for review, discussion, and approval.					
15.3	City Administrator shall identify resources and develop the first draft of a councilor orientation handbook.					

City of Lowell City Administrator Objectives

Jared Cobb, City Administrator Objectives for 2019

Criteria for the City Council to evaluate the effectiveness of the City Administrator's leadership of the City of Lowell.

Section A - Relationship with the City Council

City Council Development:

The Administrator will successfully facilitate the training of Council members by providing opportunities for Council members to attend appropriate workshops and conferences.

Example of Council Evaluation Criteria

- The Administrator shall submit to the Council, not later than November of 2019, a list of professional development opportunities provided to the Council.
- Not later than May of 2019, the Council and Administrator will participate in the development of a Governance Handbook, which results in accountability and defines the roles, relationships and expectations of the Administrator.

Council and Administrator Relationships:

The Administrator and each Council member will schedule a quarterly meeting or conference call to discuss philosophical points of view regarding the future of the City.

Example of Council Evaluation Criteria

> The Administrator will present a list of the meetings held with each Council member.

Section B – Administration of the City

Improve Support Services:

The Administrator will ensure that the support services of finance, human resources, and information technology are performing at the level expected by the Council.

Example of Council Evaluation Criteria

The Administrator will provide recommendations to the Council to address any material weaknesses or significant deficiencies identified in the FY 2019 Audit within 30 days of receiving the report.

Section C - City Leadership

Improve City Services:

The Administrator will ensure that the quality and scope of services provided to residents continues to improve.

Example of Council Evaluation Criteria

The Administrator, not later than November 2019, shall present a progress report on the improvements made to services provided within each department.

Building Collaboration with Other Governmental Organizations

The Administrator will ensure that the quality and scope of services provided to residents continues to improve as the result of maximizing governmental collaborations.

The Administrator, not later than November 2019, shall present a list of activities and outreach opportunities focused on building collaboration with other governmental organizations.

<u>Section D - Personnel</u>

Improve the Human Resource Capacity of the City:

The Administrator shall ensure that the human resource capacity of the City improves each and every year.

Examples of Board Evaluation Criteria

- The Administrator will foster an organizational culture of continual training and development. During the 2019/2020 budget process, the administrator will present a department by department training program, with associated budgeted funds to address the needs of each department.
- The Administrator shall develop individual staff and department objectives and shall review the objectives with the City Council, not later than April 1, 2019.
- The Administrator will insure that each staff member is annually evaluated, with meaningful recommendations and appropriate plans for remediation included within the evaluation.
- The Administrator will review the City's personnel policies and recommend revisions to the Personnel Handbook by March of 2019.

Section E - Business and Financial Management

Financial Management:

The Administrator shall ensure that the City is fiscally sound.

Example of Council Evaluation Criteria

- The Administrator will report quarterly on the status of the budget as it applies to the evaluation criteria established by Resolution 644, used to assess that the City has a fiscally sound budget and the necessary reserves to meet the expectations defined by the Council.
- > By not later than May of 2019, the Administrator will present to the Budget Committee a draft balanced budget for the 2019/2020 fiscal year.

Facility and Equipment Management

The Administrator shall ensure that the facilities are properly maintained.

Example of Council Evaluation Criteria

- > By not later than December of 2019, the City Administrator shall submit an annual maintenance inspection report of facilities to the City Council.
- The Administrator shall facilitate an annual Facility Site visit of the Council to review the facilities of the City and other community facilities (i.e. Grange, Schools, Fire Department, Lowell State Park).

<u>Section F – Community Relationships</u>

Outreach to Staff, Residents, and the Community

In an effort to improve relationships, the Administrator shall implement an outreach program to staff, residents, and community.

Examples of Council Evaluation Criteria

- The Administrator shall present an annual report of official city communications using the website and other social media to the City Council by November of 2019.
- The Administrator will provide an annual report to the Budget Committee that reflects the growth in the City, in terms of population, property values and/or utility connections.
- The Administrator will ensure the proper functioning of the approved advisory or independent committees of the City and shall provide regular updates of Committee activities in the monthly City Administrator Report.

<u>Section G – Individual Characteristics</u>

No objectives were developed for this section

<u>Section H – Job Related Characteristics</u>

No objectives were developed for this section

<u>Section I – Annual Objectives</u>

This section does not require objectives

Approved:

CITY OF LOWELL

AN ORDINANCE RELATING TO SOLID WASTE MANAGEMENT IN THE CITY OF LOWELL, 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 ANY PORTIONS OF ANYOTHER ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

NOW THEREFORE, THE CITY OF LOWELL 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 Lowell, Oregon, and the local government of that name.
- "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.
- "excluded waste" means any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations.
- "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 group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material.
- "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 solid wastes, including but not limited to waste, garbage, rubbish, refuse, ashes, waste paper and cardboard, yard debris, residential, commercial, and industrial, demolition and construction wastes, discarded residential, commercial, and industrial appliances, equipment, and furniture, vehicle tires, manure, vegetable or animal solid or semisolid waste, small 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;
 - c) Reusable beverage containers as defined in ORS 459A.725; or
 - d) Excluded waste.
- "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 in franchisee's vehicle, 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 our 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 our purporting to act as an agent for the customer, shall place material in or remove material from a container or cart. No person other than franchisee shall enter any container or cart, including, but not limited to, entrance by climbing into it, reaching into it, using a tool or otherwise.
- 4.4 Nothing in this Ordinance shall prohibit any person from transporting solid waste he or she generates 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 generated 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 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 to the franchisee shall commence on the 1st day of 2019, and shall be considered as a continuing ten (10) year franchise. That is, on 1st of each year, the franchise will be considered renewed for an additional ten (10) year term, unless at least thirty (30) days prior to ________1st of any year the City notifies the franchisee in writing of the intent to terminate the franchise. Upon the giving of such notice of termination, the franchisee shall have a franchise, which will terminate ten (10) years from the date of notice of termination. After such notification, the City may extend the term or reinstate the continuing renewal 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 Disposal or service cost increases established by a unit of federal, state or local government having jurisdiction or by the owner or operator of the applicable disposal site may be passed on to customers following a thirty (30) days' notice of such increases to affected customers.
- The rates for service described above shall be automatically adjusted annually, effective 7.3 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 in West – Size Class B/C, all urban consumers, not seasonally adjusted, as published by the United States Bureau of Labor Statistics (https://data.bls.gov/PDQWeb/cu)(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 2018 to the annual average of 2019 then the rates for service would automatically be subject to a three percent (3%) increase effective as of March 1, 2019. 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).
- 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; and (ii) 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 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.

7.5 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 three percent (3%) 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, 2019.
- 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: FRANCHISE 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 (35, 65, 96-gallon).
- 9.5 Provide a minimum of once per month collection of residential commingled recyclable materials (96-gallon) on the same pick-up day as solid waste service.
 - 9.6 Provide recycling education and promotion through its quarterly newsletters.
- 9.7 Be responsible for mailing educational welcome packets to all new customers in an effort to outline all recycling services.
- 9.8 Offer recycling collection service to multi-family dwelling complexes having five (5) or more units.

- 9.9 Offer on-site collection of commingled recyclable materials from commercial customers.
- 9.10 Within 30 days after the effective date of this Ordinance, file with the City Recorder a written acceptance of this franchise.
- 9.11 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 customers 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.
 - 9.12 Respond to any written complaint on service.
- 9.13 Provide three (3) roll off boxes annually for waste material generated from the City's community wide clean-up, free of charge.
- 9.14 Annually, remove all solid waste collected within one (1) 5-yard solid waste container from the Lowell Blackberry Jam Festival, free of charge.

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 Sunken receptacles shall not be used.
 - 10.1.5 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 receipt 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 thirty (30) days. If the City fails to cure the breach within such time, the franchisee may suspend service or 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 (3rd) 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:

City of Lowell PO Box 490 107 East 3rd Street Lowell, Oregon 97452

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: EFFECTIVE DATE

This Ordinance will go into full force and effect on the 30th day after City Council enactment and signature by the Mayor.
READ FOR A FIRST TIME, BY TITLE ONLY, this, 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, thisday ofno Council person in attendance having requested that it be read in full.
PASSED AND ADOPTED by a vote in favor and a against by the Lowell City Council this day of
ATTEST:

City of Lowell Rates

Residential Rates

Pickup Frequency	35 Gallon Cart		65	Gallon Cart	95 Gallon Cart		
Every Other Week	\$	14.60	\$	23.43	\$	31.15	
Weekly	\$	23.43	\$	39.26	\$	51.91	

Additional Residential Rates

Additional Recycling Cart	\$ 5.21
Extra Bag	\$ 5.00
Return Trip Fee*	\$ 8.35
Walk in Fee	\$ 3.25
Reposessed Container Fee	\$ 35.00
Unreturned Container Fee	\$ 70.00
Reinstate Service Fee	\$ 30.00
Finance Fees (30 Days Late)	3%
NSF Check Fee	\$ 25.00

^{*}Only able to return on same day of scheduled pick-up with driver in area

Commercial Rates

Pickup Frequency	1 Yard	1.5 Yard	2 Yard	3 Yard	4 Yard	6 Yard
Monthly	\$ 23.59	\$ 33.70	\$ 42.86	\$ 63.45	\$ 83.06	\$ 118.41
Every Other Week	\$ 55.85	\$ 73.69	\$ 92.40	\$ 135.85	\$ 182.76	\$ 240.54
Weekly	\$ 99.37	\$ 132.00	\$ 168.38	\$ 241.44	\$ 319.26	\$ 490.70
Weekly, Additional Container	\$ 92.33	\$ 122.38	\$ 155.98	\$ 223.71	\$ 296.42	\$ 454.62

Additional Commercial Rates

Bulk Pickup Minimum Fee	\$ 28.51
Overflow per Yard	\$ 23.73
Medical Waste (35 Gal Box)	\$ 36.82
Reposessed Container Fee	\$ 75.00
Reinstate Service Fee	\$ 50.00
Add Bulk Fee: Mattress (each)	\$ 16.07
Add Bulk Fee: Tire (each)	\$ 10.82

Roll Off Rates

	10 Yard			20 Yard	30 Yard		
Per Haul	\$	232.66	\$	232.66	\$	339.29	
Rent/Day after 10 Days	\$	10.84	\$	10.84	\$	10.84	
Monthly Rent Per Box	\$	173.57	\$	173.57	\$	173.57	

Additional Roll Off Rates:

RO Delivery/Relocate/Dry Run Fee	\$	155.19
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Rate Comparisons

Residential		Lowell	Eugene	Springfield	Creswell	Veneta
35 Gallon Cart	Every Other Week	\$14.60	\$16.75	\$13.20	\$10.65	\$18.25
35 Gallon Cart	Weekly	\$23.43	\$24.65	\$18.90	\$21.25	\$21.79
65 Gallon Cart	Every Other Week	\$23.43	n/a	n/a	\$15.35	\$21.79
65 Gallon Cart	Weekly	\$39.26	\$42.75	\$27.51	\$30.70	\$27.46
95 Gallon Cart	Every Other Week	\$31.15	n/a	n/a	\$20.90	\$27.46
95 Gallon Cart	Weekly	\$51.91	\$52.75	\$35.11	\$41.85	\$32.93

Commercial		Lowell	Eugene	Springfield	Creswell	Veneta
1 Yard	Monthly	\$23.59	\$21.35	\$25.83	\$27.60	n/a
1 Yard	Every Other Week	\$55.85	\$42.70	\$53.71	\$55.10	\$71.89
1 Yard	Weekly	\$99.37	\$91.90	\$105.13	\$110.20	\$90.25
1 Yard	Weekly, Additional Container	\$92.33	\$84.45	\$95.31	\$99.30	\$90.25
1.5 Yard	Monthly	\$33.70	\$30.50	\$37.50	\$33.15	n/a
1.5 Yard	Every Other Week	\$73.69	\$61.05	\$78.27	\$66.30	\$89.12
1.5 Yard	Weekly	\$132.00	\$132.70	\$153.18	\$132.55	\$109.52
1.5 Yard	Weekly, Additional Container	\$122.38	\$121.90	\$138.77	\$119.45	\$109.52
2 Yard	Monthly	\$42.86	\$40.20	\$45.58	\$42.80	n/a
2 Yard	Every Other Week	\$92.40	\$80.40	\$95.07	\$85.65	\$108.49
2 Yard	Weekly	\$168.38	\$174.75	\$198.70	\$171.25	\$128.77
2 Yard	Weekly, Additional Container	\$155.98	\$160.55	\$180.43	\$154.20	\$128.77
3 Yard	Monthly	\$63.45	\$58.80	\$69.09	\$62.45	n/a
3 Yard	Every Other Week	\$135.85	\$117.60	\$144.29	\$124.90	\$156.62
3 Yard	Weekly	\$241.44	\$255.60	\$283.29	\$249.80	\$177.01
3 Yard	Weekly, Additional Container	\$223.71	\$234.75	\$258.22	\$224.90	\$177.01
4 Yard	Monthly	\$83.06	\$76.45	\$87.68	\$85.05	n/a
4 Yard	Every Other Week	\$182.76	\$152.90	\$183.11	\$170.15	\$224.87
4 Yard	Weekly	\$319.26	\$332.35	\$359.23	\$340.25	\$245.15
4 Yard	Weekly, Additional Container	\$296.42	\$305.20	\$328.98	\$306.35	\$245.15
6 Yard	Monthly	\$118.41	\$109.05	\$119.74	\$126.45	n/a
6 Yard	Every Other Week	\$240.54	\$218.10	\$250.61	\$252.90	n/a
6 Yard	Weekly	\$490.70	\$474.15	\$492.05	\$505.80	n/a
6 Yard	Weekly, Additional Container	\$454.62	\$435.20	\$473.31	\$455.45	n/a

Community Grant Program

The Community Grant Program (CGP) exists to stimulate and assist local non-profit organizations and businesses with community projects, economic development activities, and special events in Lowell. The objective is to help organizations and agencies undertake activities that would not be considered without special funding. It is specifically designed to provide "seed" funding and invest in activities, projects, and events that have the potential for growth and self-sufficiency.

Program funds are derived from the Lane County Rural Tourism Marketing Program (RTMP) and the City's share of transient room taxes. These funds are invested back into the community through designated projects and events that will enhance visitor appeal, increase local business activity, and encourage overnight stays.

Eligibility Criteria

The program provides non-profit organizations and businesses resources for the following activities:

- Beautification of public property (i.e. benches, bike racks, planters, in public right-of-way)
- Tourism promotion and tourism related facilities
- Special events

Priorities

The City of Lowell is interested in funding organizations that demonstrate they have planned their projects with respect to the community's overall needs. Grant applications should keep in mind that priority is given to projects that:

- Attract visitors from outside the community
- Create additional overnight stays within the Lowell area
- Includes or involves multiple community and tourism partners
- Leverages additional dollars or resources
- Self-sustaining, have growth potential, or builds capacity
- Measurable or attainable Return on Investment (ROI)

Maximum Grant Request

The program has been allocated \$3,000.00 for Fiscal Year 2018-19. Organizations may request up to \$2,000.00 per eligible project. The maximum allowable grant award is reviewed on an annual basis by the Economic Development Committee and may be adjusted, as necessary.

Application Process

Grants are made on a rolling basis throughout the fiscal year until funding is exhausted. Applications are reviewed, scored and recommended by the Economic Development Committee at their monthly meeting. To be considered, applications must be submitted at least one week prior to their scheduled meeting, which is the first Wednesday of every month. Final review and approval is provided by the City Council at the following regularly scheduled meeting.

One hard copy of the grant application should be submitted for review. Applicants are required to present their request in person to the Economic Development Committee.

Distribution of Funds

Grants are paid to the applicant, not to vendors of products or services. Reimbursements are made only for those expenses itemized in the "Project Budget" upon receipt of paid invoices to the vendor by the applicant. Any changes to the approved budget must be approved by the Economic Development Committee. Decisions are general made within one month of review. Granting period is twelve (12) months from the date of award, with extensions granted upon written request and approved by the City Administrator. Unused funds shall be returned to the Community Grant Program. The City reserves the right to withhold any or all funding if the city determines the project is not proceeding according to the project outline.

Final Report

A final written report is required upon project completion. The report should include any reportable information, such as revenue, event attendance, or lodging rentals. When available, photographs should also be provided. Failure to submit a final report may impact future eligibility for program funds.

Community Grant Program Application

Project Spons	sor Information	,	······
Name:	Loyce Weaver	Organization:	Pine Needlers Quilt Group
Phone:	541-937-2881	Email:	montpyce à yahor com
Address:	80445 LOST Creek Rd, Doxter	Website: WM	vw.bbjamquiltshow.wordpress.com
Project Detai	ls		
Request (\$):	\$1200.00	Match (\$):	· · · · · · · · · · · · · · · · · · ·
Description:	niccessfully expanded our q	uilt show a	and displayed over 120 quilts
this year o	vith free standing equipm	ent. In orde	r to market and increase
		Y .	ese postrards and posters
to be dist	ributed locally as well as	statewia	le (Sample attached) The
			ted stand covers will ->
Project Budge	et		
Request (\$):	\$1,200.00	Match (\$):	
Line Item Des	cription:	Line Item Amo	unt (\$):
1.	Marketing		\$350.00
2.	Crossbars & Weighted		\$ 850.00
3.	Hand corpers		
4.	· · · · · · · · · · · · · · · · · · ·		·
5.			

allow us to continue to expand the show, as well as provide safety and stability. The additional crossbars will also provide a showcase for an expanding category of "ant" quilts for the 2019 quilt show.