

**Lowell City Council**  
**Regular Meeting Agenda**  
**Tuesday, April 16 at 7:00 P.M.**  
**Lowell Elementary School - Professional Development Center**  
**45 South Moss Street, Lowell, OR 97452**

**Call to Order/Roll Call/Pledge**

Councilors: Mayor Bennett \_\_\_\_ Angelini \_\_\_\_ Harris \_\_\_\_ Stratis \_\_\_\_ Dragt \_\_\_\_

**Approval of Agenda**

**Presentations**

1. Proposed Lane County Courthouse

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

City Council Meeting Minutes for March 19, 2019  
City Council Special Meeting Minutes for April 2, 2019  
City Council Work Session Minutes for April 2, 2019  
Voucher Directory for March 2019

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

**Council Comments (three minutes per speaker)**

All speakers are expected to be polite, courteous, and respectful when making their comments. Personal attacks, insults, profanity, and inflammatory comments will not be permitted.
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**Staff Reports:**

City Administrator Report  
Financial Report  
Police Report  
Public Works Report

**Business Meeting:** Items Removed from Consent Agenda

**Old Business:** None

**New Business:**

1. 551 North Moss Street Land Use Appeal (LU 2018-05) – Discussion/Possible Action
2. Public Works Tractor Procurement – Discussion/Possible Action
3. Public Works Standby Generator Procurement – Discussion/Possible Action

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.

4. Lane County Agreement – Striping Services – Discussion/Possible Action
5. Lane County Agreement – Special Event Permits – Discussion/Possible Action
6. ODOT Small City Allotment Grant – Discussion/Possible Action

### **Other Business**

### **Mayor Comments**

**Community Comments:** Limited to two (2) minutes if prior to 9:30 P.M.

### **Adjourn**

### **Future Meetings / Dates to Remember:**

- |         |   |
|---------|---|
| 4-20-19 | City Hall/Library Design Workshop at 1 PM at Lowell Fire Department                 |
| 4-22-19 | Lowell School District Board Meeting at 7 PM at PDC in Lundy                        |
| 4-29-19 | Budget Committee Meeting at 6 PM at Maggie Osgood Library (70 N. Pioneer St.)       |
| 5-08-19 | Planning Commission Meeting at 7 PM at Lowell Fire Department                       |
| 5-13-19 | Lowell School District Board Meeting at 7 PM at PDC in Lundy                        |
| 5-14-19 | BBJ Festival Committee Meeting at 7 PM at Maggie Osgood Library (70 N. Pioneer St.) |

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.

**AGENDA ITEM SUMMARY**

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**TO:** Mayor Bennett and Council  
**FROM:** Jared Cobb, City Administrator  
**DATE:** April 13, 2019  
**SUBJECT:** Proposed Lane County Courthouse

- DISCUSSION**
- ACTION**
- RESOLUTION**
- ORDINANCE**
- PROCLAMATION**
- REPORT**

**SUMMARY:**

Devon Ashbridge, Public Information Officer with Lane County, will make a presentation and answer questions on the proposed Lane County Courthouse.

**FISCAL IMPACT:**

N/A

**COURSES OF ACTION:**

N/A

**RECOMMENDATION:**

N/A

**ATTACHMENTS:**

N/A

**AGENDA ITEM SUMMARY**

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**TO:** Mayor Bennett and Council  
**FROM:** Jared Cobb, City Administrator  
**DATE:** April 13, 2019  
**SUBJECT:** Consent Agenda

- DISCUSSION**
- ACTION**
- RESOLUTION**
- ORDINANCE**
- PROCLAMATION**
- REPORT**

**SUMMARY:**

The Consent Agenda for the April 16, 2019 City Council meeting includes the City Council Executive Session Minutes for March 19, 2019, City Council Meeting Minutes for March 19, 2019, City Council Special Meeting Minutes for April 2, 2019, City Council Work Session Minutes for April 2, 2019, and Voucher Directory for March 2019.

**FISCAL IMPACT:**

1. City Council Executive Session Minutes – March 19, 2019
2. City Council Meeting Minutes – March 19, 2019
3. City Council Special Meeting Minutes – April 2, 2019
4. City Council Work Session Minutes – April 2, 2019
5. Voucher Directory – March 2019

**COURSES OF ACTION:**

1. Motion to approve the consent agenda as presented.
2. Motion to remove an item from the consent agenda and place on the Business Meeting for additional review, discussion or amendment.

**RECOMMENDATION:**

Motion to approve the consent agenda as presented.

**ATTACHMENTS:**

1. City Council Executive Session Minutes – March 19, 2019
2. City Council Meeting Minutes – March 19, 2019
3. City Council Special Meeting Minutes – April 2, 2019
4. City Council Work Session Minutes – April 2, 2019
5. Voucher Directory – March 2019

**City of Lowell, Oregon**  
**Minutes of the City Council Executive Session**  
**March 19, 2019**

The Executive Session was called to order at 6:35 PM by Mayor Bennett.

**Members Present:** Mayor Don Bennett, Patricia Angelini, Gail Harris, Samantha Dragt, Tim Stratis

**Executive Session: ORS 192.660(2)(e)** – To conduct deliberations with persons designated by the governing body negotiate real property transactions.

Adjourn: 7:30 PM

Approved: \_\_\_\_\_  
Don Bennett, Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Jared Cobb, City Recorder

\_\_\_\_\_  
Date

**City of Lowell, Oregon**  
**Minutes of the City Council Regular Session**  
**March 19, 2019**

The Regular Session was called to order at 7:33 PM by Mayor Bennett.

**Members Present:** Mayor Don Bennett, Gail Harris, Patricia Angelini, Samantha Dragt, Tim Stratis

**Consent Agenda:** Councilor Dragt moved to approve consent agenda, second by Councilor Stratis. **PASS 5:0**

**Public Comments:** None

**Council Comments:** None

**City Administrator Report:** CA Cobb reported on the following topics: City Council Chambers and Library closure, Xpress Bill Pay for Utility bills is working, 2019 Population Estimate, Business Focus Groups, Job Openings filled, Committee Meetings, Project Updates, League of Oregon Cities Highlights.

**Financial Report:** Monthly Financial Report for February – provided in packet.

**Police Report:** No February report.

**New Business:**

- **Resolution 713 – A Resolution to Approve a Loan through Government Capital. –** CA presented resolution and information for property acquisition.

**Councilor Angelini moved to approve the purchase of Tax Lots 5900 and 6000 on Map 19-01-14-23 with approx. 0.49 acre for no more than \$125,000.00, second by Councilor Harris. PASS 5:0**

**Councilor Stratis moved to approve the purchase of Tax Lot 5700 on Map 19-01-14-23 with approx. 0.38 acre, not to exceed \$100,000.00, second by Councilor Harris. PASS 5:0**

**Councilor Harris moved to approve Resolution 713 – A Resolution of City of Lowell, Lane County, Oregon authorizing the issuance and negotiated sale of a full faith and credit obligation in an aggregate principal amount not to exceed \$530,000.00; designating an authorized representative and special counsel; authorizing execution and deliver of a financing agreement; and related matters. Second Councilor Angelini. PASS 5:0**

**Public Works Report:** Max Baker, Public Works Director presented report. Topics included: impact from the winter storm, Green Waste Facility, Lift Station overflow as a result of storm issues, report on generators performance during storm event, and the need to purchase additional equipment.

**Old Business:** None

**New Business cont.:**

- **Resolution 714 – City Council Guiding Principles** – Mayor Bennett explained the history of the principles and proceeded to read them. **Mayor Bennett moved to approve Resolution 714 – A Resolution Adopting Guiding Principles for the City Council, second by Councilor Stratis. PASS 5:0**
- **Resolution 715 – Authorizing CA to Submit OPRD Grant Application** – CA presented information from Parks & Rec. Committee recommending approval of grant application requiring 20% match for Rolling Rock improvements. **Councilor Harris moved to approve Resolution 715 – A Resolution to Apply for a Local Government Grant from the Oregon Parks and Recreation Department for Rolling Rock Park Improvements, second by Councilor Dragt. PASS 5:0**
- **Professional Service Contract Amendment – Urban Collaborative** – CA presented change in contract to be a concept plan for JW Kingdom Hall building instead of City Hall/Library. **Councilor Angelini moved to approve the amended Professional Services Contract with The Urban Collaborative and authorize the City Administrator to sign the Contract, second by Councilor Harris. PASS 5:0**

**Other:** None

**Mayor Comments:** Mayor reported on Watershed Board of Directors meeting and Lane ACT meeting.

**Public Comments:** None

**Adjourn: 8:35 PM**

Approved: \_\_\_\_\_  
Don Bennett, Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Jared Cobb, City Recorder

\_\_\_\_\_  
Date

**City of Lowell, Oregon**  
**Minutes of the City Council Special Meeting and Work Session**  
**Tuesday, April 2, 2019**  
**Lowell Fire Hall, 389 N Pioneer St.**

The Special Meeting was called to order at 7:14 PM by Mayor Bennett

**Members Present:** Mayor Don Bennett, Gail Harris, Patricia Angelini, Samantha Dragt

**Member Absent:** Tim Stratis

Approval of Agenda by consensus.

Close Special Session: 7:15 PM

Open Public Hearing: 7:15 PM

- FY 2018/19 Supplemental Budget – CA presented information on changes to the budget, the purchase of JW Kingdom Hall and increase in permit fee activity and unforeseen expenditures.

Public Comment: None

Closed Public Hearing: 7:18 PM

Reconvene Special Meeting: 7:18 PM

**Public Comments:** None

**Council Comments:** None

**Old Business:** None

**New Business:**

- **Resolution 716 – FY 2018/19 Supplemental Budget** – CA presented information on process and changes to budget, related to litigation settlement, loan proceeds, building and electrical permit fees, and unforeseen expenditures. **Councilor Angelini moved to adopt Resolution 716 – A Resolution Adopting a Supplemental Budget for Fiscal Year 2018/19 and Making Supplemental Appropriations for \$1,329,421.00, second by Councilor Harris. PASS 4:0**

**Other Business:** None

**Mayor Comments:** None

**Adjourn: 7:34 PM**

The Work Session was called to order at 7:35 PM by Mayor Bennett.

**Members Present:** Mayor Don Bennett, Gail Harris, Patricia Angelini, Samantha Dragt

**Member Absent:** Tim Stratis



**Work Session Topic(s)**

1. **Public Works Equipment Acquisition** – CA presented information on the need to purchase a tractor for Public Works Department.
2. **Public Safety Report** – CA presented update report on services being provided, survey results and future goals. Discussion followed on possible options available to fund services.
3. **Agenda Management and Tablet Training** – CA presented tablets and training for the Mayor and Councilors to access the share folder for city business. Budget meeting scheduled for Monday, April 29, 2019 at 6 PM.

**Adjourn: 8:33 PM**

Approved: \_\_\_\_\_  
Don Bennett, Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Jared Cobb, City Recorder

\_\_\_\_\_  
Date

Report Criteria:

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

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
<b>15209</b>								
15209	Amber Beyer	03012019	1	Deposit Refund	230-2520	.00	60.00	60.00
Total 15209:						.00		60.00
<b>15210</b>								
15210	Cascade Columbia	603,2003, 23	1	Tote of Pass C	230-490-6750	.00	1,916.40	1,916.40
15210	Cascade Columbia	603,2003, 23	2	Drums of Hypo and Thiosulfate	240-490-6750	.00	1,273.64	1,273.64
Total 15210:						.00		3,190.04
<b>15211</b>								
15211	Caselle	93415	1	Additional User License	230-700-8320	.00	600.00	600.00
15211	Caselle	93415	2	Additional User License	240-700-8320	.00	600.00	600.00
15211	Caselle	93415	3	Additional User License	312-700-8320	.00	200.00	200.00
15211	Caselle	93415	4	Additional User License	110-410-8320	.00	600.00	600.00
Total 15211:						.00		2,000.00
<b>15212</b>								
15212	City of Lowell	2/28/19	1	Water Service	110-410-6420	.00	26.80	26.80
15212	City of Lowell	2/28/19	1	Water Service	110-410-6420	.00	26.80-	26.80- V
15212	City of Lowell	2/28/19	2	Sewer Service	110-410-6425	.00	43.88	43.88
15212	City of Lowell	2/28/19	2	Sewer Service	110-410-6425	.00	43.88-	43.88- V
15212	City of Lowell	2/28/19	3	Water Service	110-420-6420	.00	54.40	54.40
15212	City of Lowell	2/28/19	3	Water Service	110-420-6420	.00	54.40-	54.40- V
15212	City of Lowell	2/28/19	4	Sewer Service	110-420-6425	.00	117.02	117.02
15212	City of Lowell	2/28/19	4	Sewer Service	110-420-6425	.00	117.02-	117.02- V
15212	City of Lowell	2/28/19	5	Water Service	110-450-6420	.00	8.93	8.93
15212	City of Lowell	2/28/19	5	Water Service	110-450-6420	.00	8.93-	8.93- V
15212	City of Lowell	2/28/19	6	Sewer Service	110-450-6425	.00	14.63	14.63
15212	City of Lowell	2/28/19	6	Sewer Service	110-450-6425	.00	14.63-	14.63- V
15212	City of Lowell	2/28/19	7	Water Service	230-490-6420	.00	41.46	41.46
15212	City of Lowell	2/28/19	7	Water Service	230-490-6420	.00	41.46-	41.46- V
15212	City of Lowell	2/28/19	8	Sewer Service	230-490-6425	.00	58.51	58.51
15212	City of Lowell	2/28/19	8	Sewer Service	230-490-6425	.00	58.51-	58.51- V
15212	City of Lowell	2/28/19	9	Water Service	240-490-6420	.00	1,697.25	1,697.25
15212	City of Lowell	2/28/19	9	Water Service	240-490-6420	.00	1,697.25-	1,697.25- V
15212	City of Lowell	2/28/19	10	Sewer Service	240-490-6425	.00	526.59	526.59
15212	City of Lowell	2/28/19	10	Sewer Service	240-490-6425	.00	526.59-	526.59- V
15212	City of Lowell	PAYMENT T	1	Payment of Jam	314-380-4864	.00	5.00	5.00
15212	City of Lowell	PAYMENT T	1	Payment of Jam	314-380-4864	.00	5.00-	5.00- V
15212	City of Lowell	T & AACCT.	1	Payment for McAlister	110-350-4625	.00	100.00	100.00
15212	City of Lowell	T & AACCT.	1	Payment for McAlister	110-350-4625	.00	100.00-	100.00- V
Total 15212:						.00		.00
<b>15213</b>								
15213	HornButte Tree Service LL	03032019	1	Hazard Tree Removal	312-490-6128	.00	4,037.50	4,037.50

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 15213:						.00		4,037.50
<b>15214</b>								
15214	J & K Electric LLC	1585A, 1586	1	inststall temp. power to WTP	230-490-6128	.00	286.00	286.00
15214	J & K Electric LLC	1585A, 1586	2	pickup generator and wire to reser	230-490-6128	.00	420.00	420.00
Total 15214:						.00		706.00
<b>15215</b>								
15215	Lane Council of Governme	71084, 7108	1	Legal Services	110-410-6112	.00	980.22	980.22
Total 15215:						.00		980.22
<b>15216</b>								
15216	Lane Electric Cooperative	2/22/19	1	Electricity	110-420-6430	.00	51.26	51.26
15216	Lane Electric Cooperative	2/22/19	2	Electricity	110-410-6430	.00	214.30	214.30
15216	Lane Electric Cooperative	2/22/19	3	Electricity	110-470-6326	.00	71.44	71.44
15216	Lane Electric Cooperative	2/22/19	4	Electricity	312-490-6430	.00	1,284.48	1,284.48
15216	Lane Electric Cooperative	2/22/19	5	Electricity	230-490-6430	.00	1,537.34	1,537.34
15216	Lane Electric Cooperative	2/22/19	6	Electricity	240-490-6430	.00	1,265.03	1,265.03
15216	Lane Electric Cooperative	2/22/19	7	Electricity	110-450-6430	.00	71.44	71.44
Total 15216:						.00		4,495.29
<b>15217</b>								
15217	Max Baker	2262019	1	Diesel Fuel Purchase	230-490-6710	.00	345.03	345.03
15217	Max Baker	2262019	2	Diesel Fuel Purchase	240-490-6710	.00	345.04	345.04
Total 15217:						.00		690.07
<b>15218</b>								
15218	Portable Rock Production	INV0007	1	Snow removal	312-490-6128	.00	937.50	937.50
Total 15218:						.00		937.50
<b>15219</b>								
15219	Renewable Resource Grou	112835, 1130	1	Lab	240-490-6755	.00	354.60	354.60
15219	Renewable Resource Grou	112835, 1130	2	Lab	230-490-6755	.00	36.00	36.00
Total 15219:						.00		390.60
<b>15220</b>								
15220	Sanders, Tim	54	1	Monthly DRC Fee for Collections	240-490-6128	.00	300.00	300.00
Total 15220:						.00		300.00
<b>15221</b>								
15221	Trinity Dobslaw	03012019	1	Credit Refund on Account	230-340-4425	.00	58.23	58.23
Total 15221:						.00		58.23
<b>15222</b>								
15222	Verizon Wireless	9824731974	1	Cell Phone	110-410-6440	.00	46.71	46.71
15222	Verizon Wireless	9824731974	2	Cell Phone	230-490-6440	.00	46.71	46.71
15222	Verizon Wireless	9824731974	3	Cell Phone	240-490-6440	.00	46.72	46.72

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 15222:						.00		140.14
<b>15223</b>								
15223	Watson, Shawn	3/2/19	1	Postage Stamps	230-490-6226	.00	137.50	137.50
15223	Watson, Shawn	3/2/19	2	Postage	240-490-6226	.00	137.50	137.50
Total 15223:						.00		275.00
<b>15224</b>								
15224	City of Lowell	2/28/19	1	Water Service	110-410-6420	.00	26.80	26.80
15224	City of Lowell	2/28/19	2	Sewer Service	110-410-6425	.00	43.88	43.88
15224	City of Lowell	2/28/19	3	Water Service	110-420-6420	.00	54.40	54.40
15224	City of Lowell	2/28/19	4	Sewer Service	110-420-6425	.00	117.02	117.02
15224	City of Lowell	2/28/19	5	Water Service	110-450-6420	.00	8.93	8.93
15224	City of Lowell	2/28/19	6	Sewer Service	110-450-6425	.00	14.63	14.63
15224	City of Lowell	2/28/19	7	Water Service	230-490-6420	.00	41.46	41.46
15224	City of Lowell	2/28/19	8	Sewer Service	230-490-6425	.00	58.51	58.51
15224	City of Lowell	2/28/19	9	Water Service	240-490-6420	.00	1,697.25	1,697.25
15224	City of Lowell	2/28/19	10	Sewer Service	240-490-6425	.00	526.59	526.59
Total 15224:						.00		2,589.47
<b>15225</b>								
15225	City of Lowell	T & AACCT.	1	Payment for McAlister	110-350-4625	.00	100.00	100.00
Total 15225:						.00		100.00
<b>15226</b>								
15226	City of Lowell	PAYMENT T	1	Payment of Jam	314-380-4864	.00	5.00	5.00
Total 15226:						.00		5.00
<b>15227</b>								
15227	Diamon K Sales	10437	1	2019 Summit CD612TA3, Cascad	550-700-8425	.00	7,989.50	7,989.50
Total 15227:						.00		7,989.50
<b>15228</b>								
15228	C & D Land and Tree LLC	000017	1	Snow and tree removal	312-490-6128	.00	4,500.00	4,500.00
Total 15228:						.00		4,500.00
<b>15229</b>								
15229	Century Link	MAR. 2, 201	1	Telephone Service	240-490-6440	.00	77.32	77.32
15229	Century Link	MAR. 2, 201	2	Internet Service	230-490-6435	.00	70.00	70.00
15229	Century Link	MAR. 2, 201	3	Telephone Service	230-490-6440	.00	319.63	319.63
15229	Century Link	MAR. 2, 201	4	Telephone Service	110-410-6440	.00	143.73	143.73
Total 15229:						.00		610.68
<b>15230</b>								
15230	CenturyLink Business Serv	1463468823	1	Telephone Service	110-410-6440	.00	3.19	3.19
Total 15230:						.00		3.19

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
<b>15231</b>								
15231	City of Oakridge	3RD QTR 20	1	Police Service	110-430-6118	.00	6,825.00	6,825.00
Total 15231:						.00		6,825.00
<b>15232</b>								
15232	Duncan & Brown	19-118	1	Appraisal 53 E Main Street	110-420-8520	.00	4,950.00	4,950.00
Total 15232:						.00		4,950.00
<b>15233</b>								
15233	Hunter Communications	MAR 15, 201	1	Internet Service	110-410-6435	.00	77.47	77.47
15233	Hunter Communications	MAR 15, 201	2	Internet Service	110-450-6435	.00	77.47	77.47
Total 15233:						.00		154.94
<b>15234</b>								
15234	League of Oregon Cities	2019-200299	1	annual membership dues	110-410-6220	.00	928.98	928.98
Total 15234:						.00		928.98
<b>15235</b>								
15235	Nichols Layli	FEB. 2019	1	Consulting Services	240-490-6114	.00	198.25	198.25
15235	Nichols Layli	FEB. 2019	2	Consulting Services	230-490-6114	.00	198.25	198.25
15235	Nichols Layli	FEB. 2019	3	Consulting Services	312-490-6114	.00	66.08	66.08
15235	Nichols Layli	FEB. 2019	4	Consulting Services	110-410-6114	.00	198.25	198.25
Total 15235:						.00		660.83
<b>15236</b>								
15236	Northwest Code Profession	2371	1	Electrical Permit Cost	110-440-6525	.00	75.00	75.00
Total 15236:						.00		75.00
<b>15237</b>								
15237	Renewable Resource Grou	113172, 1133	1	Lab	240-490-6755	.00	403.20	403.20
Total 15237:						.00		403.20
<b>15238</b>								
15238	SaniPac	3141182	1	Refuse Services	240-490-6445	.00	18.92	18.92
15238	SaniPac	3141182	2	Refuse Services	230-490-6445	.00	18.92	18.92
15238	SaniPac	3141182	3	Refuse Services	110-450-6445	.00	8.21	8.21
15238	SaniPac	3141182	4	Refuse Services	110-420-6445	.00	22.50	22.50
15238	SaniPac	3141182	5	Refuse Services	110-410-6445	.00	8.21	8.21
Total 15238:						.00		76.76
<b>15239</b>								
15239	Sunbelt Rentals	87257262-00	1	20kw generator rental	230-490-6330	.00	821.95	821.95
Total 15239:						.00		821.95
<b>15240</b>								
15240	U.S. Equipment Finance	379402280	1	Copier Contract	110-410-6124	.00	147.98	147.98

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount	
Total 15240:						.00		147.98	
<b>15241</b>									
15241	Voided Check	15241	1	Void Check	110-410-6290	.00	.01	.01	M
15241	Voided Check	15241	1	Void Check	110-410-6290	.00	.01-	.01-	V
Total 15241:						.00		.00	
<b>15242</b>									
15242	Voided Check	15242	1	Void Check	110-410-6290	.00	.01	.01	M
15242	Voided Check	15242	1	Void Check	110-410-6290	.00	.01-	.01-	V
Total 15242:						.00		.00	
<b>15243</b>									
15243	Voided Check	15243	1	Void Check	110-410-6290	.00	.01	.01	M
15243	Voided Check	15243	1	Void Check	110-410-6290	.00	.01-	.01-	V
Total 15243:						.00		.00	
<b>15244</b>									
15244	Voided Check	15244	1	Void Check	110-410-6290	.00	.01	.01	M
15244	Voided Check	15244	1	Void Check	110-410-6290	.00	.01-	.01-	V
Total 15244:						.00		.00	
<b>15245</b>									
15245	Voided Check	15245	1	Void Check	110-410-6290	.00	.01	.01	M
15245	Voided Check	15245	1	Void Check	110-410-6290	.00	.01-	.01-	V
Total 15245:						.00		.00	
<b>15246</b>									
15246	Voided Check	15246	1	Void Check	110-410-6290	.00	.01	.01	M
15246	Voided Check	15246	1	Void Check	110-410-6290	.00	.01-	.01-	V
Total 15246:						.00		.00	
<b>15247</b>									
15247	Voided Check	15247	1	Void Check	110-410-6290	.00	.01	.01	M
15247	Voided Check	15247	1	Void Check	110-410-6290	.00	.01-	.01-	V
Total 15247:						.00		.00	
<b>15248</b>									
15248	Voided Check	15248	1	Void Check	110-410-6290	.00	.01	.01	M
15248	Voided Check	15248	1	Void Check	110-410-6290	.00	.01-	.01-	V
Total 15248:						.00		.00	
<b>15249</b>									
15249	Voided Check	15249	1	Void Check	110-410-6290	.00	.01	.01	M
15249	Voided Check	15249	1	Void Check	110-410-6290	.00	.01-	.01-	V

M = Manual Check, V = Void Check

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
Total 15249:						.00		.00
<b>15250</b>								
15250	Barbara Esson	17330001	1	Utility Deposit Refund	230-2520	.00	58.25	58.25
Total 15250:						.00		58.25
<b>15251</b>								
15251	Caselle	80625	1	Software, Training and Conversio	110-410-8320	.00	5,944.05	5,944.05
15251	Caselle	80625	2	Software, Training and Conversio	230-700-8320	.00	5,944.05	5,944.05
15251	Caselle	80625	3	Software, Training and Conversio	240-700-8320	.00	5,944.05	5,944.05
15251	Caselle	80625	4	Software, Training and Conversio	312-700-8320	.00	1,981.35	1,981.35
Total 15251:						.00		19,813.50
<b>15252</b>								
15252	Reynolds Electric	18 ER 033	1	Electrical Permit Refund - 18 ER 0	110-440-6525	.00	197.12	197.12
Total 15252:						.00		197.12
<b>15253</b>								
15253	Staples Credit Plan	03202019	1	Office Supplies	110-410-6230	.00	14.28	14.28
15253	Staples Credit Plan	03202019	2	General Supplies	110-410-6234	.00	31.99	31.99
15253	Staples Credit Plan	03202019	3	Park Supplies	110-420-6234	.00	101.55	101.55
15253	Staples Credit Plan	03202019	4	Water Office Supplies	230-490-6230	.00	22.05	22.05
15253	Staples Credit Plan	03202019	5	Sewer Office Supplies	240-490-6230	.00	22.04	22.04
Total 15253:						.00		191.91
<b>15254</b>								
15254	First American Title	032120191	1	Dilley Earnest Money	110-420-8520	.00	2,500.00	2,500.00
Total 15254:						.00		2,500.00
<b>15255</b>								
15255	First American Title	032120192	1	Riggs Earnest Money	110-420-8520	.00	2,500.00	2,500.00
Total 15255:						.00		2,500.00
<b>15256</b>								
15256	Aggregate Resource Crush	22202	1	Gravel	240-490-6330	.00	160.76	160.76
Total 15256:						.00		160.76
<b>15257</b>								
15257	Banner Bank	3/18/19	1	Diesel Fuel	230-490-6710	.00	187.14	187.14
15257	Banner Bank	3/18/19	2	Diesel Fuel	240-490-6710	.00	187.15	187.15
15257	Banner Bank	3/18/19	3	Tarp cover	312-490-6324	.00	29.99	29.99
15257	Banner Bank	3/18/19	4	Replacement water line	240-490-6324	.00	16.78	16.78
15257	Banner Bank	3/18/19	5	100 gal. tank	230-490-6290	.00	428.74	428.74
15257	Banner Bank	3/18/19	6	100 gal. fuel tank	240-490-6290	.00	428.73	428.73
15257	Banner Bank	3/18/19	7	ball mount hitch	240-490-6234	.00	75.00	75.00
15257	Banner Bank	3/18/19	8	Background Checks	110-410-6290	.00	139.95	139.95
15257	Banner Bank	3/18/19	9	Refreshments	110-410-6234	.00	44.96	44.96
15257	Banner Bank	3/18/19	10	Checks	110-410-6230	.00	157.99	157.99

Check Number	Payee	Invoice Number	Inv Seq	Description	Invoice GL Account	Disc Taken	Invoice Amount	Check Amount
15257	Banner Bank	3/18/19	11	Name Plates	110-410-6230	.00	24.38	24.38
Total 15257:						.00		1,720.81
<b>15258</b>								
15258	Cascade Columbia	745198	1	Drums of Hypo and Thiosulfate	240-490-6750	.00	852.67	852.67
Total 15258:						.00		852.67
<b>15259</b>								
15259	CIS Trust	LOW-W2018-	1	Workers Compensation Allocation	110-410-5320	.00	120.00	120.00
15259	CIS Trust	LOW-W2018-	2	Workers Compensation Allocation	110-420-5320	.00	211.34	211.34
15259	CIS Trust	LOW-W2018-	3	Workers Compensation Allocation	110-440-5320	.00	3.28	3.28
15259	CIS Trust	LOW-W2018-	4	Workers Compensation Allocation	110-450-5320	.00	8.80	8.80
15259	CIS Trust	LOW-W2018-	5	Workers Compensation Allocation	110-460-5320	.00	42.80	42.80
15259	CIS Trust	LOW-W2018-	6	Workers Compensation Allocation	110-480-5320	.00	2.03	2.03
15259	CIS Trust	LOW-W2018-	7	Workers Compensation Allocation	312-490-5320	.00	241.40	241.40
15259	CIS Trust	LOW-W2018-	8	Workers Compensation Allocation	230-490-5320	.00	718.39	718.39
15259	CIS Trust	LOW-W2018-	9	Workers Compensation Allocation	240-490-5320	.00	718.38	718.38
Total 15259:						.00		2,066.42
<b>15260</b>								
15260	Delta Sand And Gravel	118975	1	Disposal fee for tree stump	312-490-6330	.00	145.20	145.20
Total 15260:						.00		145.20
<b>15261</b>								
15261	Lane Electric Cooperative	3/22/2019	1	Electricity	110-450-6430	.00	67.77	67.77
15261	Lane Electric Cooperative	3/22/2019	2	Electricity	240-490-6430	.00	1,173.77	1,173.77
15261	Lane Electric Cooperative	3/22/2019	3	Electricity	230-490-6430	.00	1,036.99	1,036.99
15261	Lane Electric Cooperative	3/22/2019	4	Electricity	312-490-6430	.00	1,256.30	1,256.30
15261	Lane Electric Cooperative	3/22/2019	5	Electricity	110-410-6430	.00	203.32	203.32
15261	Lane Electric Cooperative	3/22/2019	6	Electricity	110-470-6326	.00	64.87	64.87
15261	Lane Electric Cooperative	3/22/2019	7	Electricity	110-420-6430	.00	50.86	50.86
Total 15261:						.00		3,853.88
<b>15262</b>								
15262	Lowell School District	12312018	1	CET Tax	110-2515	.00	6,106.11	6,106.11
Total 15262:						.00		6,106.11
<b>15263</b>								
15263	One Call Concepts	8120421	1	Fee for Locates	230-490-6330	.00	4.20	4.20
15263	One Call Concepts	8120421	2	Fee for Locates	240-490-6330	.00	4.20	4.20
Total 15263:						.00		8.40
<b>15264</b>								
15264	Pacific Office Automation	898966	1	Copier Contract Excess Copies	110-410-6124	.00	585.10	585.10
Total 15264:						.00		585.10
Grand Totals:						.00		89,863.20

Summary by General Ledger Account Number

M = Manual Check, V = Void Check



GL Account	Debit	Credit	Proof
110-2125	365.75	35,355.32-	34,989.57-
110-2515	6,106.11	.00	6,106.11
110-350-4625	200.00	100.00-	100.00
110-410-5320	120.00	.00	120.00
110-410-6112	980.22	.00	980.22
110-410-6114	198.25	.00	198.25
110-410-6124	733.08	.00	733.08
110-410-6220	928.98	.00	928.98
110-410-6230	196.65	.00	196.65
110-410-6234	76.95	.00	76.95
110-410-6290	140.04	.09-	139.95
110-410-6420	53.60	26.80-	26.80
110-410-6425	87.76	43.88-	43.88
110-410-6430	417.62	.00	417.62
110-410-6435	77.47	.00	77.47
110-410-6440	193.63	.00	193.63
110-410-6445	8.21	.00	8.21
110-410-8320	6,544.05	.00	6,544.05
110-420-5320	211.34	.00	211.34
110-420-6234	101.55	.00	101.55
110-420-6420	108.80	54.40-	54.40
110-420-6425	234.04	117.02-	117.02
110-420-6430	102.12	.00	102.12
110-420-6445	22.50	.00	22.50
110-420-8520	9,950.00	.00	9,950.00
110-430-6118	6,825.00	.00	6,825.00
110-440-5320	3.28	.00	3.28
110-440-6525	272.12	.00	272.12
110-450-5320	8.80	.00	8.80
110-450-6420	17.86	8.93-	8.93
110-450-6425	29.26	14.63-	14.63
110-450-6430	139.21	.00	139.21
110-450-6435	77.47	.00	77.47
110-450-6445	8.21	.00	8.21
110-460-5320	42.80	.00	42.80
110-470-6326	136.31	.00	136.31
110-480-5320	2.03	.00	2.03
230-2125	99.97	15,471.71-	15,371.74-
230-2520	118.25	.00	118.25
230-340-4425	58.23	.00	58.23
230-490-5320	718.39	.00	718.39
230-490-6114	198.25	.00	198.25
230-490-6128	706.00	.00	706.00
230-490-6226	137.50	.00	137.50
230-490-6230	22.05	.00	22.05
230-490-6290	428.74	.00	428.74
230-490-6330	826.15	.00	826.15
230-490-6420	82.92	41.46-	41.46
230-490-6425	117.02	58.51-	58.51
230-490-6430	2,574.33	.00	2,574.33
230-490-6435	70.00	.00	70.00
230-490-6440	366.34	.00	366.34
230-490-6445	18.92	.00	18.92
230-490-6710	532.17	.00	532.17
230-490-6750	1,916.40	.00	1,916.40
230-490-6755	36.00	.00	36.00

GL Account	Debit	Credit	Proof
230-700-8320	6,544.05	.00	6,544.05
240-2125	2,223.84	19,051.43-	16,827.59-
240-490-5320	718.38	.00	718.38
240-490-6114	198.25	.00	198.25
240-490-6128	300.00	.00	300.00
240-490-6226	137.50	.00	137.50
240-490-6230	22.04	.00	22.04
240-490-6234	75.00	.00	75.00
240-490-6290	428.73	.00	428.73
240-490-6324	16.78	.00	16.78
240-490-6330	164.96	.00	164.96
240-490-6420	3,394.50	1,697.25-	1,697.25
240-490-6425	1,053.18	526.59-	526.59
240-490-6430	2,438.80	.00	2,438.80
240-490-6440	124.04	.00	124.04
240-490-6445	18.92	.00	18.92
240-490-6710	532.19	.00	532.19
240-490-6750	2,126.31	.00	2,126.31
240-490-6755	757.80	.00	757.80
240-700-8320	6,544.05	.00	6,544.05
312-2125	.00	14,679.80-	14,679.80-
312-490-5320	241.40	.00	241.40
312-490-6114	66.08	.00	66.08
312-490-6128	9,475.00	.00	9,475.00
312-490-6324	29.99	.00	29.99
312-490-6330	145.20	.00	145.20
312-490-6430	2,540.78	.00	2,540.78
312-700-8320	2,181.35	.00	2,181.35
314-2125	5.00	10.00-	5.00-
314-380-4864	10.00	5.00-	5.00
550-2125	.00	7,989.50-	7,989.50-
550-700-8425	7,989.50	.00	7,989.50
Grand Totals:	95,252.32	95,252.32-	.00

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

GL Account

Debit

Credit

Proof

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Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

Bank.Name = "General"

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## AGENDA ITEM SUMMARY

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**TO:** Mayor Bennett and Council  
**FROM:** Jared Cobb, City Administrator  
**DATE:** April 13, 2019  
**SUBJECT:** City Administrator Report

- DISCUSSION**
- ACTION**
- RESOLUTION**
- ORDINANCE**
- PROCLAMATION**
- REPORT**

**SUMMARY:**

The attached City Administrator Report is for the period of March 16 – April 13. The report covers the following topics: Business Focus Groups, Rolling Rock Park Property Acquisition, Committee Meetings, Project Updates, and League of Oregon Cities Highlights.

**FISCAL IMPACT:**

N/A

**COURSES OF ACTION:**

This item is presented for purposes of review and discussion.

**RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. City Administrator Report
2. Community Facilities Study Flyer



**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:** April 13, 2019  
**SUBJECT:** City Administrator Report

### **Business Focus Groups**

RDI has completed the business outreach phase of their work. Two focus groups were held on March 7<sup>th</sup> and 8<sup>th</sup>. Follow-up phone interviews were conducted of stakeholders in Lowell, Fall Creek, Dexter and Pleasant Hill. RDI is now reviewing the feedback and exploring organizational models that may be a good fit. Staff is working with RDI to plan an after-work networking event to share their findings and recommendations. The end goal is to implement a sustainable business organization for the Lowell area.

### **Rolling Rock Park Property Acquisition**

By the end of the month the City will have secured property needed to redevelop Rolling Rock Park. We have closed on 53 East Main Street and are scheduled to close on the adjoining lots by April 30. Staff is also working to acquire the "pizza shaped" parcel that spans from the amphitheater and narrows at the little covered bridge. As it turns out, this lot was deeded to the City in 2000, however, the City never recorded the deed and it reverted to Lane County. The Lane County Commission is scheduled to discuss the disposition of the property at their meeting on April 16.

### **Committee Meetings**

- *Economic Development Committee* – Raj Vable, with Oregon RAIN, presented a quarterly report to the Committee. A report was also provided on the RDI focus groups and next steps. The next Economic Development Committee meeting is scheduled for June 3.
- *Downtown Master Plan* – The Committee reviewed and discussed the Regulating Plan and Technical Memorandum 6: Draft Implementation Projects, Partners and Funding Sources. They also approved changing the section north of the panhandle driveway on South Pioneer to be zoned Residential 1-3. The next meeting is being scheduled for the last week in April.
- *Parks and Recreation Master Plan* – The Committee reviewed and discussed the parks system inventory, parks and recreation needs, operations and funding, and the parks system vision, goals, and recommendations. The Committee also approved a recommendation to submit a Local Government Grant application for Rolling Rock Park improvements. The Committee will review the complete draft of the Parks and Recreation Master Plan at their next meeting.

- *Blackberry Jam Festival Committee* – Marketing activities continue for the 25<sup>th</sup> Annual Blackberry Jam Festival. The Committee approved a design concept for the poster and program (attached). After much discussion, there was a recommendation to contract with a local brewery, cidery house, winery, and distillery to operate a beer garden. Staff also received approval to close the BBJ bank account, as all monies are already held in a separate fund. This will allow the BBJ to accept credit cards at City Hall, information booth, quilt show and at other event locations.

### Project Updates

- *City Hall and Library* – Closing documents are being prepared for the loan to purchase the Jehovah’s Witness property and lots adjacent to Rolling Rock Park. While the process has been fairly smooth, there was one hiccup – during their review Government Capital noticed that the City of Lowell receives marijuana tax revenue from the state (as do all cities in Oregon). This caused some angst among their investors. As a result, the loan documents will include a clause that the City cannot use any marijuana tax revenue to repay the loan. This is a non-issue, as the City only receives approximately \$4,000 a year of these state-shared revenues.
- *Community Facilities Study* –A public workshop has been scheduled for Saturday, April 20 from 1:00-5:00 at the Lowell Fire Department. An event flyer has been posted on the City’s website, Facebook, and on local bulletin boards.
- *Rolling Rock Park Improvements* – Staff submitted a grant for \$750,000 to complete the improvements identified in the Rolling Rock Park conceptual plan. A summary of the statewide grant requests is provided below:

LGGP Large Grant Applications submitted	37
Total Grant Funds Requests (Rounded)	\$12,216,000
Total Grant Funds Available (Rounded)	\$5,227,000
Average Grant Request (Mean)	\$330,000
Estimated Number of Grants that can be Funded	16

### League of Oregon Cities Highlights

*Multiple Lodging Tax Bills Now in Play* — Several lodging tax bills have been filed and are getting attention in the Legislature. Before session, the LOC worked on a slate of lodging tax bills with Rep. Pam Marsh (D-Ashland) and key industry stakeholders, including the Oregon Restaurant and Lodging Association (ORLA), the Oregon Department of Revenue, and Travel Oregon. The bills tackle different ways to improve lodging tax enforcement, ensure fair and efficient tax application, and provide additional targeted flexibility regarding the use of local lodging tax revenues. Unfortunately, ORLA has withdrawn its support of HB 3134, but the LOC will continue working on lodging tax revenue restrictions with a focus on tourist event costs.

The growing sharing economy, along with the proliferation of short-term rentals and online rental platforms, has created the need for additional legislation. The LOC’s goals with the

legislation promote tax fairness and efficiency, tourism growth, and local decision-making. Below is a table with convenient links and a brief summary of each bill requested by the LOC. **Cities are asked to review these bills soon in order to submit supporting testimony when needed.**

Two other bills were heard recently that also impact short-term rental properties. The LOC opposed SB 621, which would restrict the regulation of vacation home rentals by local governments. The LOC supported SB 595, which would allow use of up to 30 percent of certain restricted local lodging tax revenues to be used for affordable workforce housing. That bill passed out of the Senate Housing Committee this week and was referred to the Senate Finance and Revenue Committee.

Lastly, cities are reminded that they need to update their definition of “intermediary” in their local lodging tax ordinances to track with definitions in [HB 4120](#), passed during the 2018 session. Airbnb representatives have indicated that they are not paying lodging taxes in various communities because the ordinance does not require tax remittance. Please consult your city attorney.

*Wetland Mitigation Streamlining Proposals Have Hearings* – The House Agriculture and Land Use Committee held two days of hearings this week on the costs and processes related to development in wetlands. City officials and the LOC joined together in supporting amendments to both HB 2436 and HB 2438. These bills were drafted to serve as placeholders for legislative work on wetland development issues, so the hearing focused on amendments.

The amendment for HB 2436 would require the Oregon Department of State Lands (DSL) to develop a proposal to assume administration of certain permit programs currently provided by the U.S. Army Corps of Engineers under the Clean Water Act (“404 assumption”). The DSL would have to ensure the state and federal standards are sufficiently equivalent for protection of natural resources. The amendment would limit 404 assumption to removal and fill permits in the context of development and not assume permitting related to farming, ranching or forestry actions. Because the process is new, no state has received permission for partial 404 assumption. The LOC supports this amendment because partial 404 assumption would provide developers with a more reliable time frame for approval or denial of applications.

Multiple amendments were proposed for HB 2438. A -2 amendment eliminates some restrictions related to the Oregon Removal-Fill Mitigation Fund in hopes of reducing the price of mitigation credits by allowing for limited competition between banks and the fund. The -3 amendment creates the Oregon Mitigation Bank Corporation to examine and assist the development and financing for wetland mitigation credits. Finally, the -4 amendment creates a pilot project for the Oregon Cascades West Council of Governments to complete a long-term project in the region to work on mitigation needs and a public wetland bank. This amendment also provides funding for the DSL to respond to local governments Wetland Land Use Notices, which have significantly increased with new mapping data released in 2018. The goal of these amendments is to find the means to reduce the cost and variability of mitigation bank credit and therefore reduce the cost

of development. For many communities the cost of these credits is too high for developers for housing and economic development projects to move forward.

*Amendments Considered for Oregon Climate Action Program (HB 2020)* – The Joint Committee on Carbon Reduction held a work session on Monday to review the [-31 amendments](#) to [HB 2020](#). The bill proposes to implement the “Oregon Climate Action Plan,” establishing a statewide cap on greenhouse gas emissions that would be reduced over time to meet greenhouse gas reduction goals. The state’s Legislative Policy and Research Office has prepared a [section-by-section overview of the -31 amendments](#). Several provisions of the amendment language are in direct conflict with the [LOC’s board-adopted carbon principles](#). Cities are encouraged to review sections 30-34, as well as sections 38 and 39 of the proposed amendments.

The proposed amendment language outlines how revenues generated from the transportation fuels sector will be distributed. The language would still require that any funds collected as a result of the carbon cap be deposited in the State Highway Fund per constitutional requirements. The funds would then be deposited into a separate Transportation Decarbonization Subaccount, with 50 percent going to the Oregon Transportation Commission (OTC) for projects that support the legislatively-stated purposes of the Oregon Climate Action Plan. The remaining 50 percent, deposited into the subaccount, would be used to provide competitive grants for transportation projects and technical assistance for cities, counties, and metropolitan planning organizations. To be eligible for competitive grant funds, projects and technical assistance would need to support the legislatively-stated purposes of the Oregon Climate Action Plan and would also require a local funding match. Section 32 of the amendment language includes additional detail including how the types of projects that the OTC would prioritize for grant funding.

In addition, the amendment language retains procurement mandates associated with the use of Transportation Decarbonization Subaccount funds, including a requirement to provide preference for building materials procured from a manufacturer that is subject to a carbon pricing program and nursery stock that is grown, propagated and sold entirely within this state. Section 39 of the bill includes additional mandates for local governments if they access funds that are generated as a result of the Climate Action Plan. These mandates include “Buy America” provisions and apprenticeship utilization requirements. Cities are encouraged to review this language and provide feedback directly to members of the [Joint Committee on Carbon Reduction](#).

*New Requirements for Housing Planning Continue to Move* – Three bills requiring new housing planning efforts for large cities are continuing to move through the session.

[HB 2001](#) is scheduled for a work session in the House Human Service and Housing Committee on Monday to consider an amendment and move to the Joint Ways and Means Committee for consideration of the funding necessary to implement the bill. However, it still requires all cities in Metro with populations greater than 1,000 and all cities with populations greater than 25,000 to allow every lot in a single-family residential zone to allow for a duplex, triplex, quadplex, cottage cluster or townhomes, subject to design standards. The amendment to HB 2001 also requires cities outside the Metro region with a population between 10,000 and 24,999 to allow for duplexes on all lots in a residential zone that allows for single-family residences. The



amendment changes the method for calculating the building capacity of residential lands moving forward to limit the expected redevelopment rate. The proposed amendments make the following improvements:

- Extends the timeline for complying;
- Allows for a delay for areas of town that do not have sufficient capacity in water, sewer, storm drainage or transportation until such time a plan is in place and executed to fix the capacity concerns;
- Removes the requirement for system development charge deferrals for middle housing – but requires consideration of a variety of incentives instead;
- Clarifies that this up-zoning does not require a comprehensive plan update and cannot trigger an update to a transportation system plan; and
- Provides \$3 million in technical assistance funds to support local efforts.

[HB 2003](#) was amended and unanimously passed out of the House Agriculture and Land Use Committee on Thursday. As amended, the bill requires the state to complete and report on creating a methodology for regional housing analysis across the state. The bill also requires cities with populations greater than 10,000 to create a housing production strategy on a regular schedule – every six years for cities within Metro and every eight years for cities outside Metro. Cities that fail to enact these strategies could be subject to an enforcement order by the Oregon Land Conservation and Development Commission. HB 2003 also requires Metro to “allocate” housing capacity to cities with populations greater than 10,000 within its boundary. The bill provides \$1.5 million in technical assistance for the first biennium to meet this new requirement. The bill has moved to the Joint Ways and Means Committee for consideration of the funding request.

Finally, [SB 10](#) was moved from the Senate Housing Committee to the Senate Rules Committee on Monday without amendment or recommendation as to passage. The purpose of moving the bill to the Senate Rules Committee is to keep it available for amendment and continuing action. As drafted, SB 10 requires significant increases in the maximum density of housing allowed around transit corridors, but it is expected that there will be an ongoing discussion as to the feasibility and purpose of this bill.

The LOC continues to oppose all these bills. Cities can already change their local zoning to increase the density that may developed or the types of units that are permitted in a zone or neighborhood. The process should remain in local control. In addition, it is unclear that cities will have the capacity to address all the new requirements if they are all passed into law. Such a requirement will significantly disrupt the ongoing projects and plans that cities have decided to undertake to address local needs.

# HELP PLAN THE FUTURE OF LOWELL



# DESIGN THE NEW CITY HALL & LIBRARY

**Saturday, April 20, 2019 - 1PM to 5PM**

**Workshop Location: Fire Department Community Room  
389 Pioneer St. Lowell, OR 97452**

Tell us what community facilities Lowell needs:



Participate in a **Visioning process** for the Lowell City Hall & Library



Play the **Design Game**



**Tour the Future Site**



*Future Site of City Hall & Library*

For more information, go to the City of Lowell website



The **Urban Collaborative**  
Master Planning + Urban Design + Architecture

**AGENDA ITEM SUMMARY**

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**TO:** Mayor Bennett and Council  
**FROM:** Jared Cobb, City Administrator  
**DATE:** April 13, 2019  
**SUBJECT:** Monthly Financial Report

- DISCUSSION**
- ACTION**
- RESOLUTION**
- ORDINANCE**
- PROCLAMATION**
- REPORT**

**SUMMARY:**

The Monthly Financial Report for March is attached for your review.

**FISCAL IMPACT:**

None.

**COURSES OF ACTION:**

This item is presented for purposes of review and discussion.

**RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. March Revenue and Expenditure reports

**CITY OF LOWELL  
GENERAL FUND RESOURCES  
03/31/19**

DESCRIPTION		2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>FUND BALANCE</b>							
110-3100	BEGINNING FUND BALANCE	123,608	184,077	179,407	225,395	310,130	126%
<b>SUBTOTAL FUND BALANCE</b>		<b>123,608</b>	<b>184,077</b>	<b>179,407</b>	<b>225,395</b>	<b>310,130</b>	<b>126%</b>
<b>REVENUES</b>							
110-310-4112	PROPERTY TAXES - CURRENT	132,671	137,867	138,610	137,995	4,050	100%
110-310-4114	PROPERTY TAXES - PRIOR	2,310	2,440	2,512	5,139	232	205%
110-315-4125	INTEREST EARNED	6,506	6,398	3,500	5,952	748	170%
110-320-4132	STATE REVENUE SHARING	10,622	9,221	9,654	10,117	5,330	105%
110-320-4134	CIGARETTE TAX	1,562	1,342	1,199	780	-	65%
110-320-4136	LIQUOR TAX	16,082	17,188	18,280	13,282	3,356	73%
110-320-4138	911 SYSTEM REVENUE	-	-	-	-	-	0%
110-320-4145	TRANSIENT ROOM TAX	497	260	332	-	-	0%
110-320-4148	MARIJUANA TAX DISTRIBUTION	-	7,407	2,686	2,861	-	107%
110-325-4151	GRANT REVENUE	-	-	63,000	5,000	5,000	8%
110-325-4152	TOURISM GRANT	8,021	8,761	9,024	9,639	-	107%
110-325-4154	SUMMER READING GRANT	1,000	1,000	1,000	1,000	1,000	100%
110-325-4158	DLCD GRANT	-	1,000	-	-	-	0%
110-330-4310	CABLE FRANCHISE FEES	1,978	2,188	1,481	3,089	1,171	209%
110-330-4312	ELECTRIC FRANCHISE FEES	43,591	47,775	50,163	45,920	21,204	92%
110-330-4314	GARBAGE FRANCHISE FEES	-	300	300	-	-	0%
110-330-4316	TELECOM FRANCHISE FEES	2,809	2,458	2,335	1,895	1,895	81%
110-335-4352	LAND USE & DEVELOPMENT	5,141	1,044	7,500	1,166	-	16%
110-335-4354	MISC PERMITS & LICENSES	80	750	100	220	-	220%
110-335-4356	BUILDING PERMIT FEES	21,164	32,081	59,450	31,107	4,125	52%
110-335-4358	ELECTRICAL PERMIT FEES	3,176	3,886	15,810	10,432	5,310	66%
110-335-4360	DOG LICENSES	751	652	500	674	52	135%
110-340-4410	COPY, FAX, NOTARY & RESEARCH	-	-	-	69	69	0%
110-340-4415	LIBRARY REVENUE	790	1,094	500	339	25	68%
110-340-4417	LIEN SEARCHES	590	500	200	550	140	275%
110-340-4419	ELECTION FILING FEES	100	25	50	50	-	100%

**CITY OF LOWELL  
GENERAL FUND RESOURCES  
03/31/19**

<b>DESCRIPTION</b>		<b>2016-17 ACTUAL</b>	<b>2017-18 ACTUAL</b>	<b>2018-19 BUDGET</b>	<b>2018-19 Y-T-D</b>	<b>2018-19 M-T-D</b>	<b>2018-19 VARIANCE</b>
110-340-4421	SDC/CET ADMIN FEE	1,446	2,756	3,730	647	-	17%
110-340-4423	PAY STATION REVENUE	97	82	100	-	-	0%
110-345-4511	PARKS REIMBURSEMENT SDC	101	425	735	-	-	0%
110-350-4625	MUNICIPAL COURT REVENUE	4,273	3,726	2,000	2,857	275	143%
110-360-4225	LOAN PROCEEDS	-	-	530,000	-	-	0%
110-365-4752	REIMBURSEMENT REVENUE	230	1,293	5,000	-	-	0%
110-365-4790	SVDP PROJECT REIMBURSEMENT	-	-	-	-	-	0%
110-370-4822	BBJ ADMIN FEE	500	500	-	-	-	0%
110-370-4824	DONATIONS	-	-	-	-	-	0%
110-370-4849	CAPITAL ASSET DISPOSAL	-	-	-	-	-	0%
110-385-4895	MISCELLANEOUS REVENUE	5,076	2,629	228,263	226,943	28	99%
<b>SUBTOTAL REVENUES</b>		<b>271,164</b>	<b>297,048</b>	<b>1,158,014</b>	<b>517,723</b>	<b>54,010</b>	<b>45%</b>
<b>INTERFUND TRANSFERS</b>							
110-390-4912	TRANSFER FROM STREET FUND	-	-	-	-	-	0%
110-390-4914	TRANSFER FROM BBJ FUND	-	-	-	-	-	0%
110-390-4916	TRANSFER FROM PERSONNEL FUND	10,421	-	-	-	-	0%
110-390-4917	TRANSFER FROM SDC FUND	-	-	-	-	-	0%
<b>SUBTOTAL INTERFUND TRANSFERS</b>		<b>10,421</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>TOTAL RESOURCES</b>		<b>405,193</b>	<b>481,125</b>	<b>1,337,421</b>	<b>743,118</b>	<b>364,140</b>	<b>56%</b>

**CITY OF LOWELL**  
**GENERAL FUND REQUIREMENTS**  
**3/31/2019**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>ADMINISTRATION</b>						
<b>PERSONAL SERVICES</b>						
110-410-5110 CITY ADMINISTRATOR	9,198	11,355	12,300	9,726	2,080	79%
110-410-5112 FINANCE CLERK	-	-	-	-	-	0%
110-410-5114 CITY CLERK	4,245	4,794	5,010	3,779	839	75%
110-410-5150 PUBLIC WORKS DIRECTOR	2,791	3,125	3,280	4,116	689	125%
110-410-5152 UTILITY WORKER I	1,415	1,552	1,718	-	-	0%
110-410-5154 UTILITY WORKER II	1,578	1,811	1,895	1,166	95	62%
110-410-5156 UTILITY WORKER II	-	-	-	-	-	0%
110-410-5158 MAINTENANCE WORKER I	719	800	844	711	129	84%
110-410-5220 OVERTIME	713	671	1,079	1,131	301	105%
110-410-5315 SOCIAL SECURITY/MEDICARE	1,727	1,844	2,228	1,415	316	64%
110-410-5320 WORKER'S COMP	1,204	567	892	488	122	55%
110-410-5350 UNEMPLOYMENT	-	-	2,093	-	-	0%
110-410-5410 HEALTH INSURANCE	6,590	5,858	6,411	2,399	694	37%
110-410-5450 PUBLIC EMPLOYEES RETIREMENT	2,192	2,767	3,004	2,102	472	70%
<b>SUBTOTAL PERSONAL SERVICES</b>	<b>32,372</b>	<b>35,143</b>	<b>40,754</b>	<b>27,033</b>	<b>5,736</b>	<b>66%</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>0.43</b>	<b>0.43</b>	<b>0.43</b>	<b>0.43</b>	<b>0.43</b>	<b>100%</b>
<b>MATERIALS AND SERVICES</b>						
110-410-6110 AUDITING	3,934	3,900	4,290	4,150	-	97%
110-410-6112 LEGAL SERVICES	4,881	2,170	5,000	1,829	980	37%
110-410-6114 FINANCIAL SERVICES	3,795	2,256	3,570	1,784	397	50%
110-410-6122 IT SERVICES	3,189	2,895	6,596	3,171	100	48%
110-410-6124 COPIER CONTRACT	3,627	1,872	2,093	2,002	881	96%
110-410-6128 OTHER CONTRACT SERVICES	708	99	1,000	3,676	-	368%
110-410-6132 LCOG	-	-	-	-	-	0%
110-410-6190 COMPUTER SERV/WARR/CONTRACTS	-	-	-	-	-	0%
110-410-6210 INSURANCE & BONDS	7,786	5,731	6,593	5,643	-	86%
110-410-6220 PUBLICATIONS, PRINTING & DUES	2,045	3,822	3,550	3,470	929	98%

**CITY OF LOWELL**  
**GENERAL FUND REQUIREMENTS**  
**3/31/2019**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
110-410-6222 NEWSLETTER EXPENDITURE	916	-	1,200	-	-	0%
110-410-6226 POSTAGE	447	261	500	269	19	54%
110-410-6228 PUBLIC NOTICES	759	423	1,000	-	-	0%
110-410-6230 OFFICE SUPPLIES/EQUIPMENT	998	991	1,000	831	369	83%
110-410-6234 GENERAL SUPPLIES	1,043	243	750	508	178	68%
110-410-6238 BANK SERVICE CHARGES	1,365	2,565	1,400	587	-	42%
110-410-6240 TRAVEL & TRAINING	549	1,483	1,500	2,267	1,832	151%
110-410-6290 MISCELLANEOUS	538	479	500	165	140	33%
110-410-6320 BUILDING REPAIR & MAINTENANCE	15	230	1,000	1,662	1,321	166%
110-410-6324 EQUIPMENT REPAIR & MAINTENANCE	-	-	-	57	-	0%
110-410-6334 NON-CAPITALIZED ASSETS	1,014	3,998	2,000	1,468	-	73%
110-410-6420 WATER SERVICES	292	385	413	232	46	56%
110-410-6425 SEWER SERVICES	484	509	525	394	88	75%
110-410-6430 ELECTRICITY SERVICES	2,289	1,734	2,010	1,576	418	78%
110-410-6435 INTERNET SERVICES	819	930	985	697	155	71%
110-410-6440 TELEPHONE SERVICES	3,161	2,508	2,629	1,830	386	70%
110-410-6445 REFUSE SERVICES	72	86	91	95	16	104%
110-410-6510 COUNCIL EXPENDITURE	1,224	780	2,000	2,226	-	111%
110-410-6512 STATE ETHICS COMMISSION	317	475	600	475	-	79%
110-410-6514 LEAGUE OF OREGON CITIES(LOC)	-	-	-	-	-	0%
110-410-6692 REIMBURSABLE EXPENDITURE	-	70	5,000	-	-	0%
<b>SUBTOTAL MATERIALS AND SERVICES</b>	<b>46,267</b>	<b>40,892</b>	<b>57,795</b>	<b>41,063</b>	<b>8,256</b>	<b>71%</b>
<b>CAPITAL OUTLAY</b>						
110-410-8225 CAPITAL OUTLAY - BUILDINGS & F	2,578	17,302	406,263	12,137	8,360	3%
110-410-8320 CAPITAL OUTLAY - SOFTWARE	6,754	150	7,955	6,825	6,544	86%
<b>SUBTOTAL CAPITAL OUTLAY</b>	<b>9,332</b>	<b>17,452</b>	<b>414,218</b>	<b>18,962</b>	<b>14,904</b>	<b>5%</b>
<b>TOTAL EXPENDITURES - ADMINISTRATION</b>	<b>87,971</b>	<b>93,487</b>	<b>512,767</b>	<b>87,058</b>	<b>28,896</b>	<b>17%</b>

**CITY OF LOWELL**  
**GENERAL FUND REQUIREMENTS**  
**3/31/2019**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>PARKS AND RECREATION</b>						
<b>PERSONAL SERVICES</b>						
110-420-5110 CITY ADMINISTRATOR	3,472	3,785	4,100	3,602	693	88%
110-420-5150 PUBLIC WORKS DIRECTOR	2,960	3,125	3,280	2,546	689	78%
110-420-5152 UTILITY WORKER I	1,502	1,552	1,718	-	-	0%
110-420-5154 UTILITY WORKER II	1,693	1,811	1,895	1,166	95	62%
110-420-5158 MAINTENANCE WORKER I	5,308	7,198	7,598	5,227	1,157	69%
110-420-5220 OVERTIME	683	611	891	786	247	88%
110-420-5315 SOCIAL SECURITY/MEDICARE	1,360	1,384	1,662	945	220	57%
110-420-5320 WORKER'S COMP	1,218	1,113	1,473	853	213	58%
110-420-5350 UNEMPLOYMENT	-	-	1,558	-	-	0%
110-420-5410 HEALTH INSURANCE	3,492	2,613	2,874	1,058	195	37%
110-420-5450 PUBLIC EMPLOYEES RETIREMENT	1,778	2,074	2,240	1,395	328	62%
<b>SUBTOTAL PERSONAL SERVICES</b>	<b>23,466</b>	<b>25,265</b>	<b>29,289</b>	<b>17,579</b>	<b>3,837</b>	<b>60%</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>0.48</b>	<b>0.48</b>	<b>0.48</b>	<b>0.48</b>	<b>0.48</b>	<b>100%</b>
<b>MATERIALS AND SERVICES</b>						
110-420-6128 OTHER CONTRACT SERVICES	5,082	2,000	44,268	37,202	6,000	84%
110-420-6234 GENERAL SUPPLIES	1,660	590	1,000	1,254	349	125%
110-420-6290 MISCELLANEOUS	263	420	500	140	-	28%
110-420-6320 BUILDING REPAIR & MAINTENANCE	59	395	2,500	1,513	-	61%
110-420-6324 EQUIPMENT REPAIR & MAINTENANCE	360	541	1,000	1,223	-	122%
110-420-6330 OTHER REPAIR & MAINTENANCE	2,999	1,743	3,000	1,314	-	44%
110-420-6334 NON-CAPITALIZED ASSETS	3,828	2,007	2,000	1,597	-	80%
110-420-6339 MAINTENANCE - NELSON LAND DONA	-	-	500	-	-	0%
110-420-6420 WATER SERVICES	649	705	5,000	633	112	13%
110-420-6425 SEWER SERVICES	1,289	1,358	1,397	1,050	234	75%
110-420-6430 ELECTRICITY SERVICES	493	503	579	509	102	88%
110-420-6445 REFUSE SERVICES	193	257	272	201	45	74%
110-420-6610 GAS & OIL	912	1,269	790	488	-	62%



CITY OF LOWELL  
 GENERAL FUND REQUIREMENTS  
 3/31/2019

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>SUBTOTAL MATERIALS AND SERVICES</b>	17,787	11,789	62,806	47,123	6,842	75%
<b>CAPITAL OUTLAY</b>						
110-420-8520 CAPITAL OUTLAY - PARKS IMPROVE		-	435,000	191,500	11,490	44%
<b>SUBTOTAL CAPITAL OUTLAY</b>	-	-	435,000	191,500	11,490	
<b>TOTAL EXPENDITURES - PARKS</b>	41,253	37,053	527,095	256,202	22,169	49%

CITY OF LOWELL  
 GENERAL FUND REQUIREMENTS  
 3/31/2019

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>POLICE</b>						
<b>MATERIALS AND SERVICES</b>						
110-430-6118 POLICE SERVICES	21,000	30,200	29,106	20,475	6,825	70%
<b>SUBTOTAL MATERIALS AND SERVICES</b>	<b>21,000</b>	<b>30,200</b>	<b>29,106</b>	<b>20,475</b>	<b>6,825</b>	<b>70%</b>
<b>TOTAL EXPENDITURES - POLICE</b>	<b>21,000</b>	<b>30,200</b>	<b>29,106</b>	<b>20,475</b>	<b>6,825</b>	<b>70%</b>

**CITY OF LOWELL**  
**GENERAL FUND REQUIREMENTS**  
**3/31/2019**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>COMMUNITY DEVELOPMENT</b>						
<b>PERSONAL SERVICES</b>						
110-440-5110 CITY ADMINISTRATOR	6,944	7,570	8,200	6,307	1,387	77%
110-440-5114 CITY CLERK	2,230	2,397	2,505	1,889	420	75%
110-440-5220 OVERTIME	15	30	94	48	27	51%
110-440-5315 SOCIAL SECURITY/MEDICARE	692	765	921	579	140	63%
110-440-5320 WORKER'S COMP	5	44	74	16	4	22%
110-440-5350 UNEMPLOYMENT	-	-	894	-	-	0%
110-440-5410 HEALTH INSURANCE	2,154	2,095	2,278	1,208	313	53%
110-440-5450 PUBLIC EMPLOYEES RETIREMENT	858	1,150	1,242	871	211	70%
<b>SUBTOTAL PERSONAL SERVICES</b>	<b>12,898</b>	<b>14,051</b>	<b>16,208</b>	<b>10,919</b>	<b>2,502</b>	<b>67%</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>0.15</b>	<b>0.15</b>	<b>0.15</b>	<b>0.15</b>	<b>0.15</b>	<b>100%</b>
<b>MATERIALS AND SERVICES</b>						
110-440-6116 ENGINEERING SERVICES	-	206	500	145	-	29%
110-440-6128 OTHER CONTRACT SERVICES	-	33	40,000	10,424	1,605	26%
110-440-6220 PUBLICATIONS, PRINTING & DUES	-	-	100	-	-	0%
110-440-6226 POSTAGE	-	-	250	-	-	0%
110-440-6240 TRAVEL & TRAINING	-	-	500	-	-	0%
110-440-6290 MISCELLANEOUS	-	-	250	-	-	0%
110-440-6522 LAND USE & DEVELOPMENT COSTS	3,458	2,147	7,500	4,945	-	66%
110-440-6524 BUILDING PERMIT COSTS	16,187	23,553	50,371	24,613	328	49%
110-440-6525 ELECTRICAL PERMIT COSTS	2,722	2,740	14,515	4,651	835	32%
<b>SUBTOTAL MATERIALS AND SERVICES</b>	<b>22,367</b>	<b>28,679</b>	<b>113,986</b>	<b>44,778</b>	<b>2,767</b>	<b>39%</b>
<b>TOTAL EXPENDITURES - COMMUNITY DEVEL</b>	<b>35,265</b>	<b>42,730</b>	<b>130,194</b>	<b>55,696</b>	<b>5,269</b>	<b>43%</b>

**CITY OF LOWELL**  
**GENERAL FUND REQUIREMENTS**  
**3/31/2019**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>LIBRARY</b>						
<b>PERSONAL SERVICES</b>						
110-450-5320 WORKER'S COMP	18	105	50	35	9	70%
<b>SUBTOTAL PERSONAL SERVICES</b>	<b>18</b>	<b>105</b>	<b>50</b>	<b>35</b>	<b>9</b>	<b>70%</b>
<b>FULL-TIME EQUIVALENTS</b>	-	-	-	-	-	<b>0%</b>
<b>MATERIALS AND SERVICES</b>						
110-450-6122 IT SERVICES	564	1,049	1,529	422	-	28%
110-450-6226 POSTAGE	6	-	-	-	-	0%
110-450-6230 OFFICE SUPPLIES/EQUIPMENT	58	380	500	156	9	31%
110-450-6234 GENERAL SUPPLIES	866	360	1,250	329	14	26%
110-450-6290 MISCELLANEOUS	-	282	250	-	-	0%
110-450-6320 BUILDING REPAIR & MAINTENANCE	-	-	100	-	-	0%
110-450-6334 NON-CAPITALIZED ASSETS	385	2,672	500	-	-	0%
110-450-6420 WATER SERVICES	97	128	150	77	15	52%
110-450-6425 SEWER SERVICES	160	170	200	131	29	66%
110-450-6430 ELECTRICITY SERVICES	726	578	800	525	139	66%
110-450-6435 INTERNET SERVICES	819	930	1,000	697	155	70%
110-450-6445 REFUSE SERVICES	58	86	100	73	16	73%
110-450-6530 SUMMER READING PROGRAM	941	1,050	1,250	740	-	59%
<b>SUBTOTAL MATERIALS AND SERVICES</b>	<b>4,680</b>	<b>7,684</b>	<b>7,629</b>	<b>3,150</b>	<b>378</b>	<b>41%</b>
<b>TOTAL EXPENDITURES - LIBRARY</b>	<b>4,698</b>	<b>7,789</b>	<b>7,679</b>	<b>3,186</b>	<b>387</b>	<b>41%</b>

**CITY OF LOWELL  
GENERAL FUND REQUIREMENTS  
3/31/2019**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>CODE ENFORCEMENT</b>						
<b>PERSONAL SERVICES</b>						
110-460-5110 CITY ADMINISTRATOR	3,472	3,785	4,100	3,278	693	80%
110-460-5150 PUBLIC WORKS DIRECTOR	2,960	3,125	3,280	2,546	689	78%
110-460-5220 OVERTIME	226	67	123	498	241	405%
110-460-5315 SOCIAL SECURITY/MEDICARE	497	534	640	445	124	69%
110-460-5320 WORKER'S COMP	3	204	353	173	43	49%
110-460-5350 UNEMPLOYMENT	-	-	617	-	-	0%
110-460-5410 HEALTH INSURANCE	1,366	1,318	1,434	751	195	52%
110-460-5450 PUBLIC EMPLOYEES RETIREMENT	616	802	863	668	187	77%
<b>SUBTOTAL PERSONAL SERVICES</b>	<b>9,140</b>	<b>9,834</b>	<b>11,410</b>	<b>8,359</b>	<b>2,172</b>	<b>73%</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>0.10</b>	<b>0.10</b>	<b>0.10</b>	<b>0.10</b>	<b>0.10</b>	<b>100%</b>
<b>MATERIALS AND SERVICES</b>						
110-460-6128 OTHER CONTRACT SERVICES	-	150	4,500	420	-	9%
110-460-6234 GENERAL SUPPLIES	-	-	300	-	-	0%
110-460-6290 MISCELLANEOUS	-	189	100	-	-	0%
110-460-6445 REFUSE SERVICES	-	-	-	-	-	0%
110-460-6540 DOG/CAT CONTROL	-	-	250	-	-	0%
<b>SUBTOTAL MATERIALS AND SERVICES</b>	<b>-</b>	<b>339</b>	<b>5,150</b>	<b>420</b>	<b>-</b>	<b>8%</b>
<b>TOTAL EXPENDITURES - CODE ENFORCEMEN</b>	<b>9,140</b>	<b>10,173</b>	<b>16,560</b>	<b>8,779</b>	<b>2,172</b>	<b>53%</b>

**CITY OF LOWELL  
GENERAL FUND REQUIREMENTS  
3/31/2019**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>TOURISM</b>						
<b>MATERIALS AND SERVICES</b>						
110-470-6128 OTHER CONTRACT SERVICES	-	6,500	-	-	-	0%
110-470-6224 MARKETING	672	340	2,000	421	-	21%
110-470-6226 POSTAGE	-	-	100	-	-	0%
110-470-6290 MISCELLANEOUS	-	-	250	-	-	0%
110-470-6326 COVERED BRIDGE MAINTENANCE	1,566	1,837	2,500	1,547	136	62%
110-470-6327 COMMUNITY GRANT PROGRAM	858	1,018	3,000	1,559	-	52%
110-470-6328 MATCHING GRANT FUNDS	-	-	5,000	-	-	0%
110-470-6550 TOURISM FUNDED PROJECTS	-	-	-	-	-	0%
<b>SUBTOTAL MATERIALS AND SERVICES</b>	<b>3,096</b>	<b>9,695</b>	<b>12,850</b>	<b>3,527</b>	<b>136</b>	<b>27%</b>
<b>TOTAL EXPENDITURES - TOURISM</b>	<b>3,096</b>	<b>9,695</b>	<b>12,850</b>	<b>3,527</b>	<b>136</b>	<b>27%</b>

**CITY OF LOWELL  
GENERAL FUND REQUIREMENTS  
3/31/2019**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>MUNICIPAL COURT</b>						
<b>PERSONAL SERVICES</b>						
110-480-5110 CITY ADMINISTRATOR	3,472	3,785	4,100	3,206	693	78%
110-480-5114 CITY CLERK	2,230	2,397	2,505	1,889	420	75%
110-480-5220 OVERTIME	15	30	94	48	27	51%
110-480-5315 SOCIAL SECURITY/MEDICARE	433	475	571	360	87	63%
110-480-5320 WORKER'S COMP	3	28	46	10	2	22%
110-480-5350 UNEMPLOYMENT	-	-	552	-	-	0%
110-480-5410 HEALTH INSURANCE	1,636	1,623	1,769	964	250	54%
110-480-5450 PUBLIC EMPLOYEES RETIREMENT	537	714	770	541	131	70%
<b>SUBTOTAL PERSONAL SERVICES</b>	<b>8,326</b>	<b>9,053</b>	<b>10,407</b>	<b>7,017</b>	<b>1,611</b>	<b>67%</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>0.10</b>	<b>0.10</b>	<b>0.10</b>	<b>0.10</b>	<b>0.10</b>	<b>100%</b>
<b>MATERIALS AND SERVICES</b>						
110-480-6120 JUDGE CONTRACT	686	750	1,250	450	-	36%
110-480-6121 BAILIFF CONTRACT	-	-	-	-	-	0%
110-480-6128 OTHER CONTRACT SERVICES	4,496	362	1,000	1,749	-	175%
110-480-6220 PUBLICATIONS, PRINTING & DUES	-	-	-	-	-	0%
110-480-6226 POSTAGE	-	-	100	-	-	0%
110-480-6238 BANK SERVICE CHARGES	134	84	150	182	57	121%
110-480-6290 MISCELLANEOUS	20	-	100	-	-	0%
110-480-6560 STATE ASSESSMENTS	604	45	675	180	-	27%
<b>SUBTOTAL MATERIALS AND SERVICES</b>	<b>5,940</b>	<b>1,242</b>	<b>3,275</b>	<b>2,561</b>	<b>57</b>	<b>78%</b>
<b>TOTAL EXPENDITURES - MUNICIPAL COURT</b>	<b>14,266</b>	<b>10,294</b>	<b>13,682</b>	<b>9,578</b>	<b>1,668</b>	<b>70%</b>

CITY OF LOWELL  
GENERAL FUND REQUIREMENTS  
3/31/2019

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>NONDEPARTMENTAL</b>						
<b>INTERFUND TRANSFERS</b>						
110-900-9117 TRANSFER TO SDC FUND	3,428	12,895	-	-	-	0%
110-900-9130 TRANSFER TO WATER FUND	-	-	-	-	-	0%
110-900-9140 TRANSFER TO SEWER FUND	-	-	-	-	-	0%
110-900-9150 TRANSFER TO EQUIPMENT FUND	1,000	2,000	2,000	2,000	-	100%
<b>SUBTOTAL INTERFUND TRANSFERS</b>	<b>4,428</b>	<b>14,895</b>	<b>2,000</b>	<b>2,000</b>	<b>-</b>	<b>100%</b>
<b>CONTINGENCY</b>						
110-900-9590 CONTINGENCY	-	-	77,488	-	-	0%
<b>SUBTOTAL CONTINGENCY</b>	<b>-</b>	<b>-</b>	<b>77,488</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>RESERVED FOR FUTURE EXPENDITURE</b>						
110-900-9895 RESERVED FOR FUTURE USE - PARK	-	-	8,000	-	-	0%
<b>SUBTOTAL RESERVED FOR FUTURE EXPENDITURE</b>	<b>-</b>	<b>-</b>	<b>8,000</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>TOTAL EXPENDITURES - NONDEPARTMENTAL</b>	<b>4,428</b>	<b>14,895</b>	<b>87,488</b>	<b>2,000</b>	<b>-</b>	<b>2%</b>



**CITY OF LOWELL**  
**WATER FUND RESOURCES**  
**03/31/19**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>FUND BALANCE</b>						
230-3100 BEGINNING FUND BALANCE	98,873	151,833	129,142	139,109	190,574	108%
<b>SUBTOTAL FUND BALANCE</b>	<b>98,873</b>	<b>151,833</b>	<b>129,142</b>	<b>139,109</b>	<b>190,574</b>	<b>108%</b>
<b>REVENUES</b>						
230-315-4125 INTEREST EARNED	-	153	300	154	19	51%
230-335-4370 WATER/SEWER CONNECTION PERMIT	-	3,715	-	2,915	-	0%
230-340-4425 WATER/SEWER SALES	255,472	284,832	299,635	256,398	43,268	86%
230-340-4426 BULK WATER SALES	-	2,744	-	153	-	0%
230-340-4430 WATER/SEWER CONNECTION FEES	1,165	-	3,750	-	-	0%
230-340-4435 FIRE HYDRANT FEE	4,339	3,760	3,957	3,544	667	90%
230-345-4531 WATER REIMBURSEMENT SDC	3,759	6,653	10,395	1,490	-	14%
230-385-4895 MISCELLANEOUS REVENUE	10,031	6,434	5,000	3,389	469	68%
<b>SUBTOTAL REVENUES</b>	<b>274,766</b>	<b>308,291</b>	<b>323,037</b>	<b>268,044</b>	<b>44,423</b>	<b>83%</b>
<b>INTERFUND TRANSFERS</b>						
230-390-4940 TRANSFER FROM SEWER FUND	38,798	-	-	-	-	0%
230-390-4955 TRANSFER FROM DEBT RESERVE FUN	39,381	7,715	-	-	-	0%
<b>SUBTOTAL INTERFUND TRANSFERS</b>	<b>78,179</b>	<b>7,715</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>TOTAL RESOURCES</b>	<b>451,818</b>	<b>467,839</b>	<b>452,179</b>	<b>407,153</b>	<b>234,997</b>	<b>90%</b>

**CITY OF LOWELL**  
**WATER FUND REQUIREMENTS**  
**3/31/2019**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>WATER</b>						
<b>PERSONAL SERVICES</b>						
230-490-5110 CITY ADMINISTRATOR	17,078	18,925	20,499	17,727	3,467	86%
230-490-5114 CITY CLERK	17,409	19,175	20,040	15,117	3,356	75%
230-490-5150 PUBLIC WORKS DIRECTOR	20,001	21,872	22,963	17,819	4,821	78%
230-490-5152 UTILITY WORKER I	11,647	12,417	13,742	-	-	0%
230-490-5154 UTILITY WORKER II	13,052	14,489	15,157	9,331	756	62%
230-490-5158 MAINTENANCE WORKER I	2,432	3,199	3,377	2,323	514	69%
230-490-5220 OVERTIME	5,357	5,059	7,759	6,177	1,952	80%
230-490-5315 SOCIAL SECURITY/MEDICARE	6,967	7,277	8,831	4,854	1,137	55%
230-490-5320 WORKER'S COMP	3,202	3,359	5,797	2,903	724	50%
230-490-5350 UNEMPLOYMENT	-	-	8,003	-	-	0%
230-490-5410 HEALTH INSURANCE	29,953	27,840	30,614	12,986	2,729	42%
230-490-5450 PUBLIC EMPLOYEES RETIREMENT	9,397	10,895	11,907	7,094	1,682	60%
<b>SUBTOTAL PERSONAL SERVICES</b>	<b>136,495</b>	<b>144,507</b>	<b>168,689</b>	<b>96,331</b>	<b>21,140</b>	<b>57%</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>1.93</b>	<b>1.93</b>	<b>1.93</b>	<b>1.93</b>	<b>1.93</b>	<b>100%</b>
<b>MATERIALS AND SERVICES</b>						
230-490-6110 AUDITING	4,350	3,900	4,290	3,900	-	91%
230-490-6112 LEGAL SERVICES	-	-	500	-	-	0%
230-490-6114 FINANCIAL SERVICES	4,197	2,256	3,570	1,784	397	50%
230-490-6116 ENGINEERING SERVICES	-	-	1,000	-	-	0%
230-490-6122 IT SERVICES	2,243	1,838	5,418	1,552	-	29%
230-490-6128 OTHER CONTRACT SERVICES	3,907	3,565	7,100	3,522	706	50%
230-490-6210 INSURANCE & BONDS	4,866	5,731	6,594	5,643	-	86%
230-490-6220 PUBLICATIONS, PRINTING & DUES	353	800	1,000	555	-	56%
230-490-6226 POSTAGE	1,240	1,163	1,516	943	203	62%
230-490-6230 OFFICE SUPPLIES/EQUIPMENT	187	205	250	1,099	22	439%
230-490-6234 GENERAL SUPPLIES	2,077	2,549	2,570	5,618	3,090	219%
230-490-6238 BANK SERVICE CHARGES	2,586	3,876	2,744	2,211	-	81%

**CITY OF LOWELL**  
**WATER FUND REQUIREMENTS**  
**3/31/2019**

<b>DESCRIPTION</b>		<b>2016-17 ACTUAL</b>	<b>2017-18 ACTUAL</b>	<b>2018-19 BUDGET</b>	<b>2018-19 Y-T-D</b>	<b>2018-19 M-T-D</b>	<b>2018-19 VARIANCE</b>
230-490-6240	TRAVEL & TRAINING	502	148	1,000	956	-	96%
230-490-6290	MISCELLANEOUS	-	1,544	200	429	429	214%
230-490-6320	BUILDING REPAIR & MAINTENANCE	155	459	1,000	189	169	19%
230-490-6324	EQUIPMENT REPAIR & MAINTENANCE	1,483	2,136	2,000	980	-	49%
230-490-6330	OTHER REPAIR & MAINTENANCE	10,945	12,776	15,000	12,405	1,167	83%
230-490-6334	NON-CAPITALIZED ASSETS	5,119	2,338	3,500	30	-	1%
230-490-6420	WATER SERVICES	359	494	524	1,524	77	291%
230-490-6425	SEWER SERVICES	676	679	698	525	117	75%
230-490-6430	ELECTRICITY SERVICES	16,649	13,976	16,438	12,516	2,574	76%
230-490-6435	INTERNET SERVICES	140	840	865	630	140	
230-490-6440	TELEPHONE SERVICES	4,119	3,485	3,672	2,675	568	73%
230-490-6445	REFUSE SERVICES	196	232	-	169	38	0%
230-490-6692	REIMBURSABLE EXPENDITURE	120	-	-	-	-	0%
230-490-6710	GAS & OIL	845	892	1,000	1,056	532	106%
230-490-6750	CHEMICALS & LAB SUPPLIES	16,459	18,372	20,332	15,337	2,256	75%
230-490-6755	WATER/SEWER ANALYSIS	3,944	2,733	4,000	2,475	193	62%
230-490-6758	WATER/SEWER CONNECTION EXPENDI	-	-	-	-	-	0%
<b>SUBTOTAL MATERIALS AND SERVICES</b>		<b>87,717</b>	<b>86,988</b>	<b>106,781</b>	<b>78,723</b>	<b>12,677</b>	<b>74%</b>
<b>CAPITAL OUTLAY</b>							
230-700-8320	CAPITAL OUTLAY - SOFTWARE	6,754	150	7,955	6,825	6,544	86%
230-700-8895	CAPITAL OUTLAY - OTHER IMPROVE	-	24,640	28,000	-	-	0%
<b>SUBTOTAL CAPITAL OUTLAY</b>		<b>6,754</b>	<b>24,790</b>	<b>35,955</b>	<b>6,825</b>	<b>6,544</b>	<b>19%</b>
<b>TOTAL EXPENDITURES - WATER</b>		<b>230,966</b>	<b>256,286</b>	<b>311,425</b>	<b>181,879</b>	<b>40,361</b>	<b>58%</b>

**CITY OF LOWELL  
WATER FUND REQUIREMENTS  
3/31/2019**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>NONDEPARTMENTAL</b>						
<b>DEBT SERVICE</b>						
230-800-7110	13,805	14,438	15,102	15,101	-	100%
230-800-7122	3,667	3,856	4,056	4,056	-	100%
230-800-7124	14,836	15,244	15,663	-	-	0%
230-800-7510	3,473	2,839	2,177	5,543	-	255%
230-800-7522	3,756	3,566	3,367	-	-	0%
230-800-7524	24,544	24,136	23,718	-	-	0%
<b>SUBTOTAL DEBT SERVICE</b>	<b>64,081</b>	<b>64,080</b>	<b>64,083</b>	<b>24,700</b>	<b>-</b>	<b>39%</b>
<b>INTERFUND TRANSFERS</b>						
230-900-9150	1,000	2,000	2,000	2,000	-	100%
230-900-9120	3,938	3,938	3,938	3,938	-	100%
<b>SUBTOTAL INTERFUND TRANSFERS</b>	<b>4,938</b>	<b>5,938</b>	<b>5,938</b>	<b>5,938</b>	<b>-</b>	<b>100%</b>
<b>CONTINGENCY</b>						
230-900-9590	-	-	70,733	-	-	0%
<b>SUBTOTAL CONTINGENCY</b>	<b>-</b>	<b>-</b>	<b>70,733</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>TOTAL EXPENDITURES - NONDEPARTMENTAL</b>	<b>69,019</b>	<b>70,018</b>	<b>140,754</b>	<b>30,638</b>	<b>-</b>	<b>22%</b>
<b>TOTAL REQUIREMENTS - WATER FUND</b>	<b>299,985</b>	<b>326,303</b>	<b>452,179</b>	<b>212,517</b>	<b>40,361</b>	<b>47%</b>
<b>ENDING FUND BALANCE</b>	<b>151,833</b>	<b>141,535</b>	<b>-</b>	<b>194,636</b>	<b>194,636</b>	<b>0%</b>

**CITY OF LOWELL**  
**SEWER FUND RESOURCES**  
**03/31/19**

DESCRIPTION		2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>FUND BALANCE</b>							
240-3100	BEGINNING FUND BALANCE	(22,887)	17,265	105,935	121,619	192,992	115%
<b>SUBTOTAL FUND BALANCE</b>		<b>(22,887)</b>	<b>17,265</b>	<b>105,935</b>	<b>121,619</b>	<b>192,992</b>	<b>115%</b>
<b>REVENUES</b>							
240-315-4125	INTEREST EARNED	-	3,112	-	2,983	385	0%
240-335-4370	WATER/SEWER CONNECTION PERMIT	-	1,035	-	1,035	-	0%
240-340-4425	WATER/SEWER SALES	312,810	330,589	340,134	289,177	57,918	85%
240-340-4430	WATER/SEWER CONNECTION FEES	-	-	805	-	-	0%
240-345-4541	SEWER REIMBURSEMENT SDC	2,862	5,533	8,835	-	-	0%
240-385-4895	MISCELLANEOUS REVENUE	15,105	45,127	4,500	3,669	501	82%
<b>SUBTOTAL REVENUES</b>		<b>330,777</b>	<b>385,396</b>	<b>354,274</b>	<b>296,864</b>	<b>58,804</b>	<b>84%</b>
<b>INTERFUND TRANSFERS</b>							
240-390-4955	TRANSFER FROM DEBT RESERVE FUN	15,745	15,745	15,745	15,745	-	100%
<b>SUBTOTAL INTERFUND TRANSFERS</b>		<b>15,745</b>	<b>15,745</b>	<b>15,745</b>	<b>15,745</b>	<b>-</b>	<b>100%</b>
<b>TOTAL RESOURCES</b>		<b>323,635</b>	<b>418,406</b>	<b>475,954</b>	<b>434,229</b>	<b>251,796</b>	<b>91%</b>

**CITY OF LOWELL**  
**SEWER FUND REQUIREMENTS**  
**3/31/2019**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>SEWER</b>						
<b>PERSONAL SERVICES</b>						
240-490-5110 CITY ADMINISTRATOR	17,078	18,926	20,499	17,727	3,467	86%
240-490-5114 CITY CLERK	17,409	19,175	20,040	15,116	3,356	75%
240-490-5150 PUBLIC WORKS DIRECTOR	20,002	21,872	22,963	17,819	4,821	78%
240-490-5152 UTILITY WORKER I	11,647	12,418	13,742	-	-	0%
240-490-5154 UTILITY WORKER II	13,052	14,489	15,157	9,331	756	62%
240-490-5158 MAINTENANCE WORKER I	2,432	3,199	3,377	2,323	514	69%
240-490-5220 OVERTIME	5,356	5,059	7,759	6,177	1,952	80%
240-490-5315 SOCIAL SECURITY/MEDICARE	6,967	7,278	8,831	4,854	1,137	55%
240-490-5320 WORKER'S COMP	2,772	3,359	5,797	2,903	724	50%
240-490-5350 UNEMPLOYMENT	-	-	8,003	-	-	0%
240-490-5410 HEALTH INSURANCE	29,953	27,840	30,614	12,986	2,729	42%
240-490-5450 PUBLIC EMPLOYEES RETIREMENT	9,397	10,896	11,907	7,094	1,682	60%
<b>SUBTOTAL PERSONAL SERVICES</b>	<b>136,065</b>	<b>144,511</b>	<b>168,689</b>	<b>96,331</b>	<b>21,139</b>	<b>57%</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>1.93</b>	<b>1.93</b>	<b>1.93</b>	<b>1.93</b>	<b>1.93</b>	<b>100%</b>
<b>MATERIALS AND SERVICES</b>						
240-490-6110 AUDITING	5,462	3,900	4,290	3,900	-	91%
240-490-6112 LEGAL SERVICES	-	-	500	-	-	0%
240-490-6114 FINANCIAL SERVICES	5,268	2,256	3,570	1,784	397	50%
240-490-6116 ENGINEERING SERVICES	-	-	1,000	280	-	28%
240-490-6122 IT SERVICES	2,774	1,838	4,736	1,412	-	30%
240-490-6128 OTHER CONTRACT SERVICES	3,907	3,565	4,000	4,616	600	115%
240-490-6210 INSURANCE & BONDS	4,866	5,731	6,594	5,643	-	86%
240-490-6220 PUBLICATIONS, PRINTING & DUES	278	1,250	400	430	-	108%
240-490-6226 POSTAGE	1,240	1,163	1,500	942	203	63%
240-490-6230 OFFICE SUPPLIES/EQUIPMENT	65	164	250	180	22	72%
240-490-6234 GENERAL SUPPLIES	1,057	1,201	2,000	853	485	43%
240-490-6238 BANK SERVICE CHARGES	2,580	3,856	1,500	2,211	-	147%

**CITY OF LOWELL**  
**SEWER FUND REQUIREMENTS**  
**3/31/2019**

<b>DESCRIPTION</b>		<b>2016-17 ACTUAL</b>	<b>2017-18 ACTUAL</b>	<b>2018-19 BUDGET</b>	<b>2018-19 Y-T-D</b>	<b>2018-19 M-T-D</b>	<b>2018-19 VARIANCE</b>
240-490-6240	TRAVEL & TRAINING	308	598	1,000	1,014	-	101%
240-490-6290	MISCELLANEOUS	89	316	300	462	429	154%
240-490-6320	BUILDING REPAIR & MAINTENANCE	379	115	1,000	567	145	57%
240-490-6324	EQUIPMENT REPAIR & MAINTENANCE	4,407	3,556	5,000	7,032	17	141%
240-490-6330	OTHER REPAIR & MAINTENANCE	10,401	193	12,500	213	165	2%
240-490-6334	NON-CAPITALIZED ASSETS	713	2,478	1,000	-	-	0%
240-490-6420	WATER SERVICES	3,285	7,053	6,794	8,187	2,731	121%
240-490-6425	SEWER SERVICES	4,869	6,111	6,469	4,724	1,053	73%
240-490-6430	ELECTRICITY SERVICES	28,654	23,720	28,619	16,557	2,439	58%
240-490-6440	TELEPHONE SERVICES	1,662	1,610	1,686	1,073	246	64%
240-490-6445	REFUSE SERVICES	196	299	324	169	38	52%
240-490-6520	PERMITS	2,561	2,635	3,100	-	-	0%
240-490-6692	REIMBURSABLE EXPENDITURE	37	-	-	-	-	0%
240-490-6710	GAS & OIL	975	902	1,388	940	532	68%
240-490-6750	CHEMICALS & LAB SUPPLIES	10,709	11,090	13,000	10,709	3,275	82%
240-490-6755	WATER/SEWER ANALYSIS	11,030	10,384	11,500	7,709	1,613	67%
<b>SUBTOTAL MATERIALS AND SERVICES</b>		<b>107,772</b>	<b>95,986</b>	<b>124,020</b>	<b>81,610</b>	<b>14,388</b>	<b>66%</b>
<b>CAPITAL OUTLAY</b>							
240-700-8320	CAPITAL OUTLAY - SOFTWARE	6,754	150	7,955	6,825	6,544	86%
240-700-8335	EQUIPMENT & FURNISHINGS	-	-	16,000	-	-	0%
<b>SUBTOTAL CAPITAL OUTLAY</b>		<b>6,754</b>	<b>150</b>	<b>23,955</b>	<b>6,825</b>	<b>6,544</b>	<b>28%</b>
<b>TOTAL EXPENDITURES - SEWER</b>		<b>250,591</b>	<b>240,648</b>	<b>316,664</b>	<b>184,765</b>	<b>42,071</b>	<b>58%</b>

**CITY OF LOWELL**  
**SEWER FUND REQUIREMENTS**  
**3/31/2019**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>NONDEPARTMENTAL</b>						
<b>DEBT SERVICE</b>						
240-800-7110	LOAN PRINCIPAL	17,914	18,038	18,171	18,171	- 100%
240-800-7122	LOAN PRINCIPAL - SPWF	3,667	3,856	4,056	4,056	- 100%
240-800-7124	LOAN PRINCIPAL - RD	5,931	6,095	6,263	-	- 0%
240-800-7510	LOAN INTEREST	12,121	11,360	10,571	10,571	- 100%
240-800-7522	LOAN INTEREST - SPWF	3,756	3,566	3,367	3,367	- 100%
240-800-7524	LOAN INTEREST - RD	9,813	9,649	9,482	-	- 0%
<b>SUBTOTAL DEBT SERVICE</b>		<b>53,202</b>	<b>52,564</b>	<b>51,910</b>	<b>36,164</b>	<b>- 70%</b>
<b>INTERFUND TRANSFERS</b>						
240-900-9121	TRANSFER TO SEWER RESERVE FUND	1,575	1,575	1,575	1,575	- 100%
240-900-9150	TRANSFER TO EQUIPMENT FUND	1,000	2,000	2,000	2,000	- 100%
<b>SUBTOTAL INTERFUND TRANSFERS</b>		<b>2,575</b>	<b>3,575</b>	<b>3,575</b>	<b>3,575</b>	<b>- 100%</b>
<b>CONTINGENCY</b>						
240-900-9590	CONTINGENCY	-	-	103,805	-	- 0%
<b>SUBTOTAL CONTINGENCY</b>		<b>-</b>	<b>-</b>	<b>103,805</b>	<b>-</b>	<b>- 0%</b>
<b>TOTAL EXPENDITURES - NONDEPARTMENTAL</b>						
		<b>55,777</b>	<b>56,139</b>	<b>159,290</b>	<b>39,739</b>	<b>- 25%</b>



**CITY OF LOWELL**  
**STREET FUND RESOURCES**  
**03/31/19**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>FUND BALANCE</b>						
312-3100 BEGINNING FUND BALANCE	123,466	126,877	119,452	126,292	109,794	106%
<b>SUBTOTAL FUND BALANCE</b>	<b>123,466</b>	<b>126,877</b>	<b>119,452</b>	<b>126,292</b>	<b>109,794</b>	<b>106%</b>
<b>REVENUES</b>						
312-315-4125 INTEREST EARNED	-	94	500	96	12	19%
312-320-4140 LANE COUNTY DISTRIBUTIONS	-	-	-	-	-	0%
312-320-4142 STATE DISTRIBUTIONS	63,960	67,914	77,554	60,622	12,915	78%
312-345-4513 TRANSPORTATION REIMBURSEMENT S	864	1,340	1,605	-	-	0%
312-360-4210 PRINCIPAL PAYMENTS RECEIVED	2,125	-	-	-	-	0%
312-360-4215 INTEREST PAYMENTS RECEIVED	1,264	-	-	-	-	0%
312-385-4895 MISCELLANEOUS REVENUE	2,220	4,288	-	-	-	0%
<b>SUBTOTAL REVENUES</b>	<b>70,433</b>	<b>73,637</b>	<b>79,659</b>	<b>60,718</b>	<b>12,926</b>	<b>76%</b>
<b>INTERFUND TRANSFERS</b>						
312-390-4916 TRANSFER FROM PERSONNEL FUND	3,126	-	-	-	-	0%
<b>SUBTOTAL INTERFUND TRANSFERS</b>	<b>3,126</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>TOTAL RESOURCES</b>	<b>197,025</b>	<b>200,513</b>	<b>199,111</b>	<b>187,010</b>	<b>122,720</b>	<b>94%</b>

**CITY OF LOWELL**  
**STREET FUND REQUIREMENTS**  
**3/31/2019**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>STREET</b>						
<b>PERSONAL SERVICES</b>						
312-490-5110 CITY ADMINISTRATOR	6,850	7,570	8,200	6,805	1,387	83%
312-490-5150 PUBLIC WORKS DIRECTOR	8,795	9,374	9,841	7,637	2,066	78%
312-490-5152 UTILITY WORKER I	2,960	3,104	3,435	-	-	0%
312-490-5154 UTILITY WORKER II	3,328	3,622	3,789	2,333	189	62%
312-490-5158 MAINTENANCE WORKER I	1,163	1,600	1,689	1,161	257	69%
312-490-5220 OVERTIME	1,592	1,288	1,377	2,071	735	150%
312-490-5315 SOCIAL SECURITY/MEDICARE	1,945	2,032	2,462	1,423	355	58%
312-490-5320 WORKER'S COMP	1,194	1,113	1,927	974	243	51%
312-490-5350 UNEMPLOYMENT	-	-	2,252	-	-	0%
312-490-5410 HEALTH INSURANCE	6,568	6,071	6,672	2,623	521	39%
312-490-5450 PUBLIC EMPLOYEES RETIREMENT	2,534	3,043	3,319	2,089	526	63%
<b>SUBTOTAL PERSONAL SERVICES</b>	<b>36,929</b>	<b>38,816</b>	<b>44,963</b>	<b>27,116</b>	<b>6,279</b>	<b>60%</b>
<b>FULL-TIME EQUIVALENTS</b>	<b>0.55</b>	<b>0.51</b>	<b>0.51</b>	<b>0.51</b>	<b>0.51</b>	<b>100%</b>
<b>MATERIALS AND SERVICES</b>						
312-490-6110 AUDITING	549	1,300	1,430	1,300	-	91%
312-490-6114 FINANCIAL SERVICES	529	752	1,190	595	132	50%
312-490-6116 ENGINEERING SERVICES	744	840	19,094	19,802	1,943	104%
312-490-6122 IT SERVICES	263	597	1,198	372	-	31%
312-490-6128 OTHER CONTRACT SERVICES	3,655	9,077	12,400	12,257	9,475	99%
312-490-6210 INSURANCE & BONDS	1,947	1,910	2,198	1,881	-	86%
312-490-6234 GENERAL SUPPLIES	114	144	150	-	-	0%
312-490-6290 MISCELLANEOUS	502	80	500	6	-	1%
312-490-6324 EQUIPMENT REPAIR & MAINTENANCE	536	-	500	49	30	10%
312-490-6330 OTHER REPAIR & MAINTENANCE	1,010	486	1,000	362	145	36%
312-490-6334 NON-CAPITALIZED ASSETS	13	671	500	-	-	0%
312-490-6430 ELECTRICITY SERVICES	14,144	13,402	15,292	11,771	2,541	77%
312-490-6620 STORM DRAIN MAINTENANCE	1,250	1,923	2,000	-	-	0%

CITY OF LOWELL  
STREET FUND REQUIREMENTS  
3/31/2019

DESCRIPTION		2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
312-490-6624	STREET SIGNS	302	175	500	281	-	56%
312-490-6626	STREET LIGHTS	2,411	-	10,000	-	-	0%
<b>SUBTOTAL MATERIALS AND SERVICES</b>		<b>27,969</b>	<b>31,355</b>	<b>67,952</b>	<b>48,675</b>	<b>14,266</b>	<b>72%</b>
<b>CAPITAL OUTLAY</b>							
312-700-8320	CAPITAL OUTLAY - SOFTWARE	2,251	50	2,651	2,275	2,181	86%
312-700-8530	CAPITAL OUTLAY - STREET IMPROV	-	-	60,350	4,950	-	8%
<b>SUBTOTAL CAPITAL OUTLAY</b>		<b>2,251</b>	<b>50</b>	<b>63,001</b>	<b>7,225</b>	<b>2,181</b>	<b>11%</b>
<b>TOTAL EXPENDITURES - STREETS</b>		<b>67,149</b>	<b>70,222</b>	<b>175,916</b>	<b>83,016</b>	<b>22,726</b>	<b>47%</b>

CITY OF LOWELL  
STREET FUND REQUIREMENTS  
3/31/2019

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>NONDEPARTMENTAL</b>						
<b>INTERFUND TRANSFERS</b>						
312-900-9150 TRANSFER TO EQUIPMENT FUND	3,000	4,000	4,000	4,000	-	100%
<b>SUBTOTAL INTERFUND TRANSFERS</b>	<b>3,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>-</b>	<b>100%</b>
<b>CONTINGENCY</b>						
312-900-9590 CONTINGENCY	-	-	19,195	-	-	0%
<b>SUBTOTAL CONTINGENCY</b>	<b>-</b>	<b>-</b>	<b>19,195</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>TOTAL EXPENDITURES - NONDEPARTMENTAL</b>	<b>3,000</b>	<b>4,000</b>	<b>23,195</b>	<b>4,000</b>	<b>-</b>	<b>17%</b>
<b>TOTAL REQUIREMENTS - SEWER FUND</b>	<b>70,149</b>	<b>74,222</b>	<b>199,111</b>	<b>87,016</b>	<b>22,726</b>	<b>44%</b>
<b>ENDING FUND BALANCE</b>	<b>126,876</b>	<b>126,292</b>	<b>-</b>	<b>99,994</b>	<b>99,994</b>	<b>0%</b>

**CITY OF LOWELL**  
**BBJ FESTIVAL FUND RESOURCES**  
**03/31/19**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>FUND BALANCE</b>						
314-3100 BEGINNING FUND BALANCE	17,763	21,526	17,051	19,374	12,437	114%
<b>SUBTOTAL FUND BALANCE</b>	<b>17,763</b>	<b>21,526</b>	<b>17,051</b>	<b>19,374</b>	<b>12,437</b>	<b>114%</b>
<b>REVENUES</b>						
314-315-4125 INTEREST EARNED	12	12	10	6	1	56%
314-380-4861 CRAFT/COMMERCIAL BOOTH SALES	-	2,215	3,000	495	260	17%
314-380-4862 FOOD BOOTH SALES	-	570	800	530	-	66%
314-380-4864 JAM SALES	-	220	1,000	1,160	25	116%
314-380-4866 QUILT RAFFLE SALES	-	1,386	4,000	2,388	-	60%
314-380-4868 PROGRAM AD SALES	-	2,670	2,700	220	-	8%
314-380-4870 SPONSORSHIP REVENUE	-	1,750	2,250	250	-	11%
314-380-4876 5K RACE REVENUE	-	-	1,100	595	-	54%
314-380-4878 CAR SHOW REVENUE	-	430	4,000	3,207	-	80%
314-380-4880 FISHING DERBY REVENUE	-	200	350	440	-	126%
314-380-4882 HORSESHOE TOURNEY REVENUE	-	-	100	100	-	100%
314-380-4884 KIDZ KORNER REVENUE	-	-	1,000	796	-	80%
314-380-4886 PIE EATING CONTEST REVENUE	-	-	200	-	-	0%
314-380-4888 RC FLYERS REVENUE	-	-	400	60	-	15%
314-380-4889 BBJ FESTIVAL OTHER REVENUE	-	11,365	-	-	-	0%
314-385-4895 MISCELLANEOUS REVENUE	22,187	-	500	328	-	66%
<b>SUBTOTAL REVENUES</b>	<b>22,199</b>	<b>20,818</b>	<b>21,410</b>	<b>10,575</b>	<b>286</b>	<b>49%</b>
<b>TOTAL RESOURCES</b>	<b>39,962</b>	<b>42,345</b>	<b>38,461</b>	<b>29,949</b>	<b>12,723</b>	<b>78%</b>

**CITY OF LOWELL**  
**STREET FUND REQUIREMENTS**  
**3/31/2019**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE	
<b>BBJ FESTIVAL</b>							
<b>MATERIALS AND SERVICES</b>							
314-490-6118	POLICE SERVICES	-	-	1,500	-	-	0%
314-490-6122	IT SERVICES	-	84	450	-	-	0%
314-490-6220	PUBLICATIONS, PRINTING & DUES	-	-	1,200	1,079	-	90%
314-490-6224	FESTIVAL ADVERTISEMENT	-	169	1,400	535	210	38%
314-490-6226	POSTAGE	-	30	50	-	-	0%
314-490-6290	MISCELLANEOUS	-	32	1,850	2,193	-	119%
314-490-6440	TELEPHONE SERVICES	-	65	-	129	30	0%
314-490-6445	REFUSE SERVICES	-	-	90	812	-	902%
314-490-6614	MATERIALS & SERVICES	18,436	20,683	-	140	27	0%
314-490-6705	RENT	-	280	500	700	160	140%
314-490-6810	CRAFT/COMMERCIAL BOOTH EXP	-	10	750	111	-	15%
314-490-6812	FOOD BOOTH EXP	-	-	-	40	-	0%
314-490-6814	JAM SALES EXP	-	434	1,000	374	-	37%
314-490-6816	QUILT RAFFLE	-	498	4,000	3,396	76	85%
314-490-6850	5K RACE EXP	-	185	1,100	495	-	45%
314-490-6852	CAR SHOW EXP	-	500	4,000	3,305	250	83%
314-490-6854	FISHING DERBY EXP	-	-	350	500	-	143%
314-490-6856	HORSESHOE TOURNEY EXP	-	-	100	-	-	0%
314-490-6858	KIDZ KORNER EXP	-	-	1,000	290	-	29%
314-490-6860	PIE EATING CONTEST EXP	-	-	200	-	-	0%
314-490-6862	RC FLYERS EXP	-	-	400	100	-	25%
314-490-6864	ENTERTAINMENT EXP	-	-	3,850	3,780	-	98%
<b>SUBTOTAL MATERIALS AND SERVICES</b>		<b>18,436</b>	<b>22,970</b>	<b>23,790</b>	<b>17,979</b>	<b>753</b>	<b>76%</b>
<b>TOTAL EXPENDITURES - BBJ FESTIVAL</b>							
		<b>18,436</b>	<b>22,970</b>	<b>23,790</b>	<b>17,979</b>	<b>753</b>	<b>76%</b>

CITY OF LOWELL  
 BBJ FESTIVAL FUND REQUIREMENTS  
 3/31/2019

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>NONDEPARTMENTAL</b>						
314-900-9590 CONTINGENCY	-	-	14,671	-	-	0%
<b>SUBTOTAL CONTINGENCY</b>	-	-	<b>14,671</b>	-	-	<b>0%</b>
<b>TOTAL EXPENDITURES - NONDEPARTMENTAL</b>	-	-	-	-	-	<b>0%</b>
<b>TOTAL REQUIREMENTS - BBJ FESTIVAL</b>	<b>18,436</b>	<b>22,970</b>	<b>23,790</b>	<b>17,979</b>	<b>753</b>	<b>76%</b>
<b>ENDING FUND BALANCE</b>	<b>21,526</b>	<b>19,374</b>	<b>14,671</b>	<b>11,970</b>	<b>11,970</b>	<b>82%</b>

**CITY OF LOWELL**  
**SDC FUND RESOURCES**  
**03/31/19**

DESCRIPTION		2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>FUND BALANCE</b>							
417-3100	BEGINNING FUND BALANCE	279,526	316,946	316,946	397,389	-	125%
<b>SUBTOTAL FUND BALANCE</b>		<b>279,526</b>	<b>316,946</b>	<b>316,946</b>	<b>397,389</b>	<b>-</b>	<b>125%</b>
<b>REVENUES</b>							
417-315-4125	INTEREST EARNED	-	342	-	-	-	0%
417-345-4510	PARK SDC FEES	928	8,824	-	-	-	0%
417-345-4512	TRANSPORTATION SDC	558	7,682	-	-	-	0%
417-345-4530	WATER SDC	3,607	34,308	-	-	-	0%
417-345-4540	SEWER SDC	1,009	9,594	-	-	-	0%
417-345-4545	STORM DRAINAGE SDC	635	6,800	-	-	-	0%
<b>SUBTOTAL REVENUES</b>		<b>6,737</b>	<b>67,550</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>INTERFUND TRANSFERS</b>							
417-390-4910	TRANSFER FROM PERSONNEL FUND	3,428	12,895	-	-	-	0%
<b>SUBTOTAL INTERFUND TRANSFERS</b>		<b>3,428</b>	<b>12,895</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>TOTAL RESOURCES</b>		<b>289,691</b>	<b>397,391</b>	<b>316,946</b>	<b>397,389</b>	<b>-</b>	<b>125%</b>



**CITY OF LOWELL**  
**SDC FUND REQUIREMENTS**  
**3/31/2019**

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>SDCS</b>						
<b>CAPITAL OUTLAY</b>						
417-700-8520 CAPITAL OUTLAY - PARKS IMPROVE	-	-	-	-	-	0%
417-700-8530 CAPITAL OUTLAY - STREET IMPROV	-	-	-	-	-	0%
417-700-8540 CAPITAL OUTLAY - WATER SYSTEMS	-	-	-	-	-	0%
417-700-8550 CAPITAL OUTLAY - SEWER SYSTEMS	-	-	-	-	-	0%
417-700-8560 CAPITAL OUTLAY - STORMWATER IM	-	-	-	-	-	0%
<b>SUBTOTAL CAPITAL OUTLAY</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>INTERFUND TRANSFERS</b>						
417-900-9118 TRANSFER TO WATER SDC FUND	-	-	203,746	196,254	-	96%
417-900-9119 TRANSFER TO PARKS SDC FUND	-	-	39,627	37,691	-	95%
417-900-9120 TRANSFER TO STORMWATER SDC FUND	-	-	25,665	24,340	-	95%
417-900-9121 TRANSFER TO SEWER SDC FUND	-	-	117,962	115,917	-	98%
417-900-9122 TRANSFER TO STREETS SDC FUN	-	-	24,247	23,187	-	96%
417-900-9155 TRANSFER TO DEBT RESERVE FUND	-	-	-	-	-	0%
<b>SUBTOTAL INTERFUND TRANSFERS</b>	<b>-</b>	<b>-</b>	<b>411,247</b>	<b>397,389</b>	<b>-</b>	<b>97%</b>
<b>RESERVED FOR FUTURE EXPENDITURE</b>						
417-900-9893 RESERVED FOR FUTURE USE - WATE	161,778	-	-	-	-	0%
417-900-9895 RESERVED FOR FUTURE USE - PARK	28,833	-	-	-	-	0%
417-900-9896 RESERVED FOR FUTURE USE - STOR	17,520	-	-	-	-	0%
417-900-9897 RESERVED FOR FUTURE USE - SEWE	93,329	-	-	-	-	0%
417-900-9898 RESERVED FOR FUTURE USE - STRE	15,485	-	-	-	-	0%
<b>SUBTOTAL RESERVED FOR FUTURE EXPENDITURE</b>	<b>316,944</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>TOTAL EXPENDITURES - SDCS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>TOTAL REQUIREMENTS - SDCS</b>	<b>316,944</b>	<b>-</b>	<b>411,247</b>	<b>397,389</b>	<b>-</b>	<b>97%</b>

CITY OF LOWELL  
SDC FUND REQUIREMENTS  
3/31/2019

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
ENDING FUND BALANCE	-	-	-	-	-	0%

CITY OF LOWELL  
PARK SDC FUND RESOURCES  
03/31/19

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>FUND BALANCE</b>						
410-3100 BEGINNING FUND BALANCE	-	-	-	-	-	0%
<b>SUBTOTAL FUND BALANCE</b>	-	-	-	-	-	<b>0%</b>
<b>REVENUES</b>						
410-315-4125 INTEREST EARNED	-	-	1,011	-	-	0%
410-345-4510 PARK SDC FEES	-	-	14,160	-	-	0%
<b>SUBTOTAL REVENUES</b>	-	-	<b>15,171</b>	-	-	<b>0%</b>
<b>INTERFUND TRANSFERS</b>						
410-390-4917 TRANSFER FROM SDC FUND	-	-	39,627	37,691	-	95%
<b>SUBTOTAL INTERFUND TRANSFERS</b>	-	-	<b>39,627</b>	<b>37,691</b>	-	<b>95%</b>
<b>TOTAL RESOURCES</b>	-	-	<b>54,798</b>	<b>37,691</b>	-	<b>69%</b>

CITY OF LOWELL  
SDC FUND REQUIREMENTS  
3/31/2019

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>PARKS SDCS</b>						
<b>MATERIALS AND SERVICES</b>						
410-490-6128 OTHER CONTRACT SERVICES	-	-	2,000	-	-	0%
<b>SUBTOTAL INTERFUND TRANSFERS</b>	-	-	<b>2,000</b>	-	-	<b>0%</b>
<b>CAPITAL OUTLAY</b>						
410-700-8520 CAPITAL OUTLAY - PARKS IMPROVE	-	-	-	-	-	0%
<b>SUBTOTAL CAPITAL OUTLAY</b>	-	-	-	-	-	<b>0%</b>
<b>RESERVED FOR FUTURE EXPENDITURE</b>						
410-900-9895 RESERVED FOR FUTURE USE - PARK	-	-	52,798	37,691	-	71%
<b>SUBTOTAL RESERVED FOR FUTURE EXPENDITURE</b>	-	-	<b>52,798</b>	<b>37,691</b>	-	<b>71%</b>
<b>TOTAL EXPENDITURES - PARKS SDCS</b>	-	-	-	-	-	<b>0%</b>
<b>TOTAL REQUIREMENTS - PARKS SDCS</b>	-	-	<b>54,798</b>	<b>37,691</b>	-	<b>69%</b>
<b>ENDING FUND BALANCE</b>	-	-	-	(0)	-	<b>0%</b>

CITY OF LOWELL  
TRANSPORTATION SDC FUND RESOURCES  
03/31/19

DESCRIPTION		2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>FUND BALANCE</b>							
412-3100	BEGINNING FUND BALANCE	-	-	-	-	-	0%
<b>SUBTOTAL FUND BALANCE</b>		-	-	-	-	-	0%
<b>REVENUES</b>							
412-315-4125	INTEREST EARNED	-	-	655	-	-	0%
412-345-4512	TRANSPORTATION SDC	-	-	8,505	-	-	0%
<b>SUBTOTAL REVENUES</b>		-	-	9,160	-	-	0%
<b>INTERFUND TRANSFERS</b>							
412-390-4917	TRANSFER FROM GENERAL FUND	-	-	24,247	23,187	-	96%
<b>SUBTOTAL INTERFUND TRANSFERS</b>		-	-	24,247	23,187	-	96%
<b>TOTAL RESOURCES</b>		-	-	33,407	23,187	-	69%

CITY OF LOWELL  
TRANSPORTATION SDC FUND REQUIREMENTS  
3/31/2019

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>TRANSPORTATION SDCS</b>						
<b>MATERIALS AND SERVICES</b>						
412-490-6128 OTHER CONTRACT SERVICES	-	-	2,000	-	-	0%
<b>SUBTOTAL INTERFUND TRANSFERS</b>	-	-	<b>2,000</b>	-	-	<b>0%</b>
<b>CAPITAL OUTLAY</b>						
412-700-8530 CAPITAL OUTLAY - STREET IMPROV	-	-	-	-	-	0%
<b>SUBTOTAL CAPITAL OUTLAY</b>	-	-	-	-	-	<b>0%</b>
<b>RESERVED FOR FUTURE EXPENDITURE</b>						
412-900-9898 RESERVED FOR FUTURE USE - STRE	-	-	31,407	23,187	-	74%
<b>SUBTOTAL RESERVED FOR FUTURE EXPENDITURE</b>	-	-	<b>31,407</b>	<b>23,187</b>	-	<b>74%</b>
<b>TOTAL EXPENDITURES - TRANSPORTATION SDCS</b>	-	-	-	-	-	<b>0%</b>
<b>TOTAL REQUIREMENTS - TRANSPORTATION SDCS</b>	-	-	<b>33,407</b>	<b>23,187</b>	-	<b>69%</b>
<b>ENDING FUND BALANCE</b>	-	-	-	-	-	<b>0%</b>

CITY OF LOWELL  
WATER SDC FUND RESOURCES  
03/31/19

DESCRIPTION		2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>FUND BALANCE</b>							
430-3100	BEGINNING FUND BALANCE	-	-	-	-	-	0%
<b>SUBTOTAL FUND BALANCE</b>		-	-	-	-	-	<b>0%</b>
<b>REVENUES</b>							
430-315-4125	INTEREST EARNED	-	-	3,768	-	-	0%
430-345-4530	WATER SDC	-	-	55,020	7,660	-	14%
<b>SUBTOTAL REVENUES</b>		-	-	<b>58,788</b>	<b>7,660</b>	-	<b>13%</b>
<b>INTERFUND TRANSFERS</b>							
430-390-4917	TRANSFER FROM GENERAL FUND	-	-	203,746	196,254	-	96%
<b>SUBTOTAL INTERFUND TRANSFERS</b>		-	-	<b>203,746</b>	<b>196,254</b>	-	<b>96%</b>
<b>TOTAL RESOURCES</b>		-	-	<b>262,534</b>	<b>203,914</b>	-	<b>78%</b>

CITY OF LOWELL  
WATER SDC FUND REQUIREMENTS  
3/31/2019

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>WATER SDCS</b>						
<b>MATERIALS AND SERVICES</b>						
430-490-6128 OTHER CONTRACT SERVICES	-	-	2,000	-	-	0%
<b>SUBTOTAL INTERFUND TRANSFERS</b>	-	-	<b>2,000</b>	-	-	<b>0%</b>
<b>CAPITAL OUTLAY</b>						
430-700-8530 WATER SYSTEMS IMPROVEMENTS	-	-	-	-	-	0%
<b>SUBTOTAL CAPITAL OUTLAY</b>	-	-	-	-	-	<b>0%</b>
<b>RESERVED FOR FUTURE EXPENDITURE</b>						
430-900-9893 RESERVED FOR FUTURE USE - WATE	-	-	260,534	203,914	-	78%
<b>SUBTOTAL RESERVED FOR FUTURE EXPENDITURE</b>	-	-	<b>260,534</b>	<b>203,914</b>	-	<b>78%</b>
<b>TOTAL EXPENDITURES - WATER SDCS</b>	-	-	-	-	-	<b>0%</b>
<b>TOTAL REQUIREMENTS - WATER SDCS</b>	-	-	<b>262,534</b>	<b>203,914</b>	-	<b>78%</b>
<b>ENDING FUND BALANCE</b>	-	-	-	-	-	<b>0%</b>



CITY OF LOWELL  
SEWER SDC FUND RESOURCES  
03/31/19

DESCRIPTION		2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>FUND BALANCE</b>							
440-3100	BEGINNING FUND BALANCE	-	-	-	-	-	0%
<b>SUBTOTAL FUND BALANCE</b>		-	-	-	-	-	<b>0%</b>
<b>REVENUES</b>							
440-315-4125	INTEREST EARNED	-	-	2,581	-	-	0%
440-345-4540	SEWER SDC	-	-	15,390	-	-	0%
<b>SUBTOTAL REVENUES</b>		-	-	<b>17,971</b>	-	-	<b>0%</b>
<b>INTERFUND TRANSFERS</b>							
440-390-4917	TRANSFER FROM GENERAL FUND	-	-	117,962	115,917	-	98%
<b>SUBTOTAL INTERFUND TRANSFERS</b>		-	-	<b>117,962</b>	<b>115,917</b>	-	<b>98%</b>
<b>TOTAL RESOURCES</b>		-	-	<b>135,933</b>	<b>115,917</b>	-	<b>85%</b>

CITY OF LOWELL  
SEWER SDC FUND REQUIREMENTS  
3/31/2019

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>SEWER SDCS</b>						
<b>MATERIALS AND SERVICES</b>						
440-490-6128 OTHER CONTRACT SERVICES	-	-	2,000	-	-	0%
<b>SUBTOTAL INTERFUND TRANSFERS</b>	-	-	<b>2,000</b>	-	-	<b>0%</b>
<b>CAPITAL OUTLAY</b>						
440-700-8550 CAPITAL OUTLAY - SEWER SYSTEMS	-	-	-	-	-	0%
<b>SUBTOTAL CAPITAL OUTLAY</b>	-	-	-	-	-	<b>0%</b>
<b>RESERVED FOR FUTURE EXPENDITURE</b>						
440-900-9897 RESERVED FOR FUTURE USE - SEWE	-	-	133,933	115,917	-	87%
<b>SUBTOTAL RESERVED FOR FUTURE EXPENDITURE</b>	-	-	<b>133,933</b>	<b>115,917</b>	-	<b>87%</b>
<b>TOTAL EXPENDITURES - SEWER SDCS</b>	-	-	<b>2,000</b>	-	-	<b>0%</b>
<b>TOTAL REQUIREMENTS - SEWER SDCS</b>	-	-	<b>135,933</b>	<b>115,917</b>	-	<b>85%</b>
<b>ENDING FUND BALANCE</b>	-	-	-	-	-	<b>0%</b>

CITY OF LOWELL  
 STORMWATER SDC FUND RESOURCES  
 03/31/19

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>FUND BALANCE</b>						
445-3100 BEGINNING FUND BALANCE	-	-	-	-	-	0%
<b>SUBTOTAL FUND BALANCE</b>	-	-	-	-	-	<b>0%</b>
<b>REVENUES</b>						
445-315-4125 INTEREST EARNED	-	-	193	-	-	0%
445-345-4540 STORMWATER SDC	-	-	9,675	-	-	0%
<b>SUBTOTAL REVENUES</b>	-	-	<b>9,868</b>	-	-	<b>0%</b>
<b>INTERFUND TRANSFERS</b>						
445-390-4917 TRANSFER FROM GENERAL FUND	-	-	25,665	24,340	-	95%
<b>SUBTOTAL INTERFUND TRANSFERS</b>	-	-	<b>25,665</b>	<b>24,340</b>	-	<b>95%</b>
<b>TOTAL RESOURCES</b>	-	-	<b>35,533</b>	<b>24,340</b>	-	<b>68%</b>

CITY OF LOWELL  
 STORMWATER SDC FUND REQUIREMENTS  
 3/31/2019

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>STORMWATER SDCS</b>						
<b>MATERIALS AND SERVICES</b>						
445-490-6128 OTHER CONTRACT SERVICES	-	-	2,000	-	-	0%
<b>SUBTOTAL INTERFUND TRANSFERS</b>	-	-	<b>2,000</b>	-	-	<b>0%</b>
<b>CAPITAL OUTLAY</b>						
445-700-8560 STORMWATER IMPROVEMENTS	-	-	-	-	-	0%
<b>SUBTOTAL CAPITAL OUTLAY</b>	-	-	-	-	-	<b>0%</b>
<b>RESERVED FOR FUTURE EXPENDITURE</b>						
445-900-9896 RESERVED FOR FUTURE USE - STORMWATER	-	-	33,533	24,340	-	73%
<b>SUBTOTAL RESERVED FOR FUTURE EXPENDITURE</b>	-	-	<b>33,533</b>	<b>24,340</b>	-	<b>73%</b>
<b>TOTAL EXPENDITURES - STORMWATER SDCS</b>	-	-	<b>2,000</b>	-	-	<b>0%</b>
<b>TOTAL REQUIREMENTS - STORMWATER SDC</b>	-	-	<b>35,533</b>	<b>24,340</b>	-	<b>68%</b>
<b>ENDING FUND BALANCE</b>	-	-	-	-	-	<b>0%</b>

**CITY OF LOWELL**  
**WATER RESERVE FUND RESOURCES**  
**03/31/19**

<b>DESCRIPTION</b>		<b>2016-17 ACTUAL</b>	<b>2017-18 ACTUAL</b>	<b>2018-19 BUDGET</b>	<b>2018-19 Y-T-D</b>	<b>2018-19 M-T-D</b>	<b>2018-19 VARIANCE</b>
<b>FUND BALANCE</b>							
520-3100	BEGINNING FUND BALANCE	7,876	11,814	15,752	15,752	19,690	100%
<b>SUBTOTAL FUND BALANCE</b>		<b>7,876</b>	<b>11,814</b>	<b>15,752</b>	<b>15,752</b>	<b>19,690</b>	<b>100%</b>
<b>INTERFUND TRANSFERS</b>							
520-390-4930	TRANSFER FROM WATER FUND	3,938	3,938	3,938	3,938	-	100%
<b>SUBTOTAL INTERFUND TRANSFERS</b>		<b>3,938</b>	<b>3,938</b>	<b>3,938</b>	<b>3,938</b>	<b>-</b>	<b>100%</b>
<b>TOTAL RESOURCES</b>		<b>11,814</b>	<b>15,752</b>	<b>19,690</b>	<b>19,690</b>	<b>19,690</b>	<b>100%</b>



CITY OF LOWELL  
SEWER RESERVE FUND RESOURCES  
03/31/19

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>FUND BALANCE</b>						
521-3100 BEGINNING FUND BALANCE	3,520	5,095	6,670	6,670	8,245	100%
<b>SUBTOTAL FUND BALANCE</b>	<b>3,520</b>	<b>5,095</b>	<b>6,670</b>	<b>6,670</b>	<b>8,245</b>	<b>100%</b>
<b>INTERFUND TRANSFERS</b>						
521-390-4940 TRANSFER FROM SEWER FUND	1,575	1,575	1,575	1,575	-	100%
<b>SUBTOTAL INTERFUND TRANSFERS</b>	<b>1,575</b>	<b>1,575</b>	<b>1,575</b>	<b>1,575</b>	<b>-</b>	<b>100%</b>
<b>TOTAL RESOURCES</b>	<b>5,095</b>	<b>6,670</b>	<b>8,245</b>	<b>8,245</b>	<b>8,245</b>	<b>100%</b>

CITY OF LOWELL  
SEWER RESERVE FUND REQUIREMENTS  
3/31/2019

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>NONDEPARTMENTAL</b>						
RESERVED FOR FUTURE EXPENDITURE						
521-900-9891 RESERVED FOR SEWER BOND PAYMENT	5,095	6,670	8,245	8,245	8,245	100%
<b>SUBTOTAL RESERVED FOR FUTURE EXPENDITURE</b>	<b>5,095</b>	<b>6,670</b>	<b>8,245</b>	<b>8,245</b>	<b>8,245</b>	<b>100%</b>
<b>TOTAL EXPENDITURES - NONDEPARTMENTAL</b>	-	-	-	-	-	0%
<b>TOTAL REQUIREMENTS - NONDEPARTMENTAL</b>	<b>5,095</b>	<b>6,670</b>	<b>8,245</b>	<b>8,245</b>	<b>8,245</b>	<b>100%</b>
<b>ENDING FUND BALANCE</b>	-	(0)	(0)	(0)	-	100%



CITY OF LOWELL  
EQUIPMENT FUND RESOURCES  
03/31/19

DESCRIPTION		2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>FUND BALANCE</b>							
550-3100	BEGINNING FUND BALANCE	30,188	17,195	43,579	43,614	22,172	100%
<b>SUBTOTAL FUND BALANCE</b>		<b>30,188</b>	<b>17,195</b>	<b>43,579</b>	<b>43,614</b>	<b>22,172</b>	<b>100%</b>
<b>REVENUES</b>							
550-315-4125	INTEREST EARNED	-	300	-	-	-	0%
550-370-4849	CAPITAL ASSET DISPOSAL	-	16,384	-	-	-	
<b>SUBTOTAL REVENUES</b>		<b>-</b>	<b>16,684</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>INTERFUND TRANSFERS</b>							
550-390-4910	TRANSFER FROM GENERAL FUND	1,000	2,000	2,000	2,000	-	100%
550-390-4912	TRANSFER FROM STREET FUND	3,000	4,000	4,000	4,000	-	100%
550-390-4930	TRANSFER FROM WATER FUND	1,000	2,000	2,000	2,000	-	100%
550-390-4940	TRANSFER FROM SEWER FUND	1,000	2,000	2,000	2,000	-	100%
<b>SUBTOTAL INTERFUND TRANSFERS</b>		<b>6,000</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>	<b>-</b>	<b>100%</b>
<b>TOTAL RESOURCES</b>		<b>36,188</b>	<b>43,879</b>	<b>53,579</b>	<b>53,614</b>	<b>22,172</b>	<b>100%</b>

CITY OF LOWELL  
EQUIPMENT FUND REQUIREMENTS  
3/31/2019

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>EQUIPMENT</b>						
<b>CAPITAL OUTLAY</b>						
550-700-8425 CAPITAL OUTLAY - VEHICLES & RO	18,993	-	53,579	31,442	-	59%
<b>SUBTOTAL RESERVED FOR FUTURE EXPENDITURE</b>	<b>18,993</b>	<b>-</b>	<b>53,579</b>	<b>31,442</b>	<b>-</b>	<b>59%</b>
<b>TOTAL EXPENDITURES - NONDEPARTMENTAL</b>	<b>18,993</b>	<b>-</b>	<b>53,579</b>	<b>31,442</b>	<b>-</b>	<b>59%</b>
<b>TOTAL REQUIREMENTS - NONDEPARTMENTAL</b>	<b>18,993</b>	<b>-</b>	<b>53,579</b>	<b>31,442</b>	<b>-</b>	<b>59%</b>
<b>ENDING FUND BALANCE</b>	<b>17,195</b>	<b>43,879</b>	<b>-</b>	<b>22,172</b>	<b>22,172</b>	<b>0%</b>

CITY OF LOWELL  
DEBT RESERVE FUND RESOURCES  
03/31/19

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>FUND BALANCE</b>						
555-3100 BEGINNING FUND BALANCE	106,980	51,854	28,395	28,469	-	100%
<b>SUBTOTAL FUND BALANCE</b>	<b>106,980</b>	<b>51,854</b>	<b>28,395</b>	<b>28,469</b>	-	<b>100%</b>
<b>REVENUES</b>						
555-315-4125 INTEREST EARNED	-	-	-	-	9	0%
<b>SUBTOTAL INTERFUND TRANSFERS</b>	-	-	-	-	9	0%
<b>INTERFUND TRANSFERS</b>						
555-390-4917 TRANSFER FROM SDC FUND	-	-	-	-	-	0%
<b>SUBTOTAL INTERFUND TRANSFERS</b>	-	-	-	-	-	<b>0%</b>
<b>TOTAL RESOURCES</b>	<b>106,980</b>	<b>51,854</b>	<b>28,395</b>	<b>28,469</b>	-	<b>100%</b>

CITY OF LOWELL  
DEBT RESERVE FUND REQUIREMENTS  
3/31/2019

DESCRIPTION	2016-17 ACTUAL	2017-18 ACTUAL	2018-19 BUDGET	2018-19 Y-T-D	2018-19 M-T-D	2018-19 VARIANCE
<b>NONDEPARTMENTAL</b>						
<b>INTERFUND TRANSFERS</b>						
555-900-9130 TRANSFER TO WATER FUND	39,381	7,715	-	-	-	0%
555-900-9140 TRANSFER TO SEWER FUND	15,745	15,745	15,745	15,745	-	
<b>SUBTOTAL INTERFUND TRANSFERS</b>	<b>55,126</b>	<b>23,460</b>	<b>15,745</b>	<b>15,745</b>	-	<b>100%</b>
<b>RESERVED FOR FUTURE EXPENDITURE</b>						
555-900-9893 RESERVED FOR FUTURE USE - WATE	7,714	-	-	-	-	0%
555-900-9897 RESERVED FOR FUTURE USE - SEWE	44,140	28,395	12,650	12,650	-	
<b>SUBTOTAL RESERVED FOR FUTURE EXPENDITURE</b>	<b>51,854</b>	<b>28,395</b>	<b>12,650</b>	<b>12,650</b>	-	<b>100%</b>
<b>TOTAL EXPENDITURES - NONDEPARTMENTAL</b>	-	-	-	-	-	<b>0%</b>
<b>TOTAL REQUIREMENTS - NONDEPARTMENTAL</b>	<b>106,980</b>	<b>51,855</b>	<b>28,395</b>	<b>28,395</b>	-	<b>100%</b>
<b>ENDING FUND BALANCE</b>	-	(1)	-	74	-	<b>0%</b>

## AGENDA ITEM SUMMARY

---

**TO:** Mayor Bennett and Council  
**FROM:** Jared Cobb, City Administrator  
**DATE:** April 13, 2019  
**SUBJECT:** Monthly Police Report

- DISCUSSION**
- ACTION**
- RESOLUTION**
- ORDINANCE**
- PROCLAMATION**
- REPORT**

**SUMMARY:**

The Monthly Police Report for March is presented for your review and discussion.

**FISCAL IMPACT:**

None.

**COURSES OF ACTION:**

This item is presented for purposes of review and discussion.

**RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. The March Police Report has not yet been received. Staff will forward the report when it becomes available.

**AGENDA ITEM SUMMARY**

---

**TO:** Mayor Bennett and Council  
**FROM:** Max Baker, Public Works Director  
**DATE:** April 13, 2019  
**SUBJECT:** Public Works Report

- DISCUSSION**
- ACTION**
- RESOLUTION**
- ORDINANCE**
- PROCLAMATION**
- REPORT**

**SUMMARY:**

The attached Public Works Report is for the period of March 16 – April 12. The report covers the following topics: Streets and Parks, Wastewater Treatment Plant, Water Treatment Plant, Training and Certification, and Code Enforcement.

**FISCAL IMPACT:**

N/A

**COURSES OF ACTION:**

This item is presented for purposes of review and discussion.

**RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Public Works Report



**Public Works Department**  
P.O. Box 490 Lowell, OR 97452  
Phone: 541-937-2157  
Fax: 541-937-2936  
Email: [mbaker@ci.lowell.or.us](mailto:mbaker@ci.lowell.or.us)

---

**TO:** Mayor Bennett and Council  
**FROM:** Max Baker, Public Works Director  
**DATE:** April 16, 2019  
**SUBJECT:** Public Works Report

### **Streets and Parks**

Some of the trees in Rolling Rock Park were severely damaged by the snow storm and had to be removed. Staff still needs to remove two additional trees.

Staff has been cleaning and clearing storm sewer and catch basins daily since the heavy rain began early last week.

Green-waste facility was a huge success after the winter storm. Staff has a stock pile of roughly 125 cubic yards of wood chips.

### **Wastewater Treatment Plant/Collections**

Last Monday and Tuesday the Sewer Treatment Plant flows hit 2800 GPM which is about 4.0MGD. This was due to I&I caused by heavy rain totaling 4.65" in 72 hours.

The installed Generator at the Lift Station is out of service and will not start. Staff has temporarily wired in a rental generator to have onsite in case of power failure. Staff has requested quotes to replace generator.

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

One water meter was replaced at the Bridge Charter Academy greenhouses. The old meter was leaking at the connection to the City shut-off valve.

Turbidity in the lake has increased from heavy rains doubling to 11.0 from 5.0. Staff performed a jar test and adjusted chemical feed rates to maintain water production.

A generator will need to be purchased for the Water Towers. During extended power outages the high tank which feeds First Street and Sunridge does not fill up from the Distribution system.

**AGENDA ITEM SUMMARY**

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**TO:** Mayor Bennett and Council  
**FROM:** Jared Cobb, City Administrator  
**DATE:** April 13, 2019  
**SUBJECT:** 551 North Moss Street Land Use  
Appeal

- DISCUSSION**
- ACTION**
- RESOLUTION**
- ORDINANCE**
- PROCLAMATION**
- REPORT**

**SUMMARY:**

The City Council is being asked to review and render a decision made by Planning Commission for a conditional use permit request to allow two goats on a property less than three acres in area as indicated in Lowell Development Code (LDC) Section 9.722. Additional information is provided in the attached staff report.

**FISCAL IMPACT:**

None.

**COURSES OF ACTION:**

1. Motion to uphold Planning Commission’s decision as written.
2. Motion to approve fence placement at a distance less than 15 feet. (Council should establish the distance).
3. Motion to render the interpretation that a fence is not a “structure” as defined in the Land Development Code.
4. Motion to require no fence as a buffer from the mapped drainageway on the subject property.

**RECOMMENDATION:**

None.

**ATTACHMENTS:**

1. Staff Report



**Staff Report**  
**Appeal to City Council**  
**551 North Moss Street**  
**LU 2018-05 Staff Report Date: April 16, 2019**

- 1. Appeal.** The City Council is being asked to review and render a decision made by Planning Commission for a conditional use permit request to allow two goats on a property less than three acres in area as indicated in Lowell Development Code (LDC) Section 9.722, specifically Condition of Approval #2. As adopted by Findings of Fact by Planning Commission, Condition of Approval #2 reads:

*“There exists on the subject property a mapped waterway that requires drainageway setbacks to be applied. In order to mitigate negative impacts on the existing drainageway the Lowell Planning Commission requires that the two proposed goat areas be configured to include a fence that prevents the goats from impacting the drainageway. According to SECTION 9.511 DRAINAGEWAY SETBACKS the required fence must be placed 15-feet from the top of the bank.”*

- 2. Background.** This application for a conditional use permit came before the City of Lowell Planning Commission on February 6. During the public hearing, the issue of a waterway being present on the property was brought up by several commissioners and a deliberation began about how to implement separation of the goats (and their associated waste) from the waterway/drainageway. Commissioners deliberated the issue and decided on adding a condition of approval that a fence be placed 1-foot from the top of the bank of the waterway/drainageway.

Following the public hearing, and in the process of preparing the decision, staff identified an issue related to fence placement and waterway setback standards in the LDC. In short, Lowell has adopted a 15-foot drainageway setback from mapped waterways (LDC 9.511 (b)). The standards specifically prohibit structures within the setback (unless specific City approval is granted). “Structures” are defined in the LDC code rather broadly as:

*“That which is built or constructed, an edifice or building of any kind, or any physical work built up of parts joined together in some definite manner.”*

Staff were inclined to interpret this definition to include a fence. Staff added the setback provision to the condition of approval and the decision was signed by the Planning Commission Chair and sent to the applicant.

After receiving notice of decision, the applicant indicated they wish to appeal the decision to City Council, specifically to clarify the positioning of a fence. It is within the Council’s discretion to waive the requirement for the setback as per LDC 9.511(b) *“alteration of these areas by grading or placement of structures or impervious surfaces is prohibited unless approved by the City.”* This is outlined in **Option #2**, below. Staff note that, the Commission’s primary concern was the direct impact of livestock on water quality.

Additionally, there exist currently in Lowell, several cases where a structure (including a fence) is located within 15-foot of waterways/drainageways.

3. **Appeal Provisions.** LDC, Section 9.309 sets out the procedures and scope involved in an appeal. The applicant submitted written notice of appeal of the Planning Commission’s decision on March 19, this is within the 15-day appeal period. In the appeal notice, the applicant addressed the applicable requirements for an appeal to be the following:

(a) *Written notice of the appeal shall be filed with the City. An appeal request shall contain:*

(1) *The name of the appellant(s) and a statement by the appellant that they were a party to the initial proceeding.*

In this case, the appellant is the applicant, Ms. Elkins.

(2) *Identification of the decision being appealed.*

Ms. Elkins is appealing condition of approval #2 that also deals with the definition of a fence as a structure.

(3) *The date of the decision being appealed.*

Notice of decision of the Planning Commission’s finding were sent to the applicant on March 5<sup>th</sup>, 2019. The City of Lowell received a written appeal to City Council by the applicant on March 19<sup>th</sup>, 2019. The appeal notice was received with the 15-day appeal period.

(4) *The form and basis of the appeal and the criteria relied upon the appeal request.*

The applicant is relying on the definition of what a structure is per LDC. The applicant contends that a fence is not a structure.

4. **Scope of Review.** Based on the appeal provisions, City Council shall determine the scope of review to be applied to the appeal. City Council has determined to review a specific issue relative to the decision that the appeal is based on. In the case of this appeal that specific issue is Condition of Approval #2.

5. **The Issue.** Within the LDC exists Section 9.511 Drainageway Setbacks. This section calls out drainageways and watercourses. he City identifies the subject drainageway as significant within its Local Wetlands Inventory Maps (LWI). Section 9.511 imposes a setback of 15 feet from the center of the drainageway for these sensitive drainageways and waterways. Within the 15-foot setback prohibited alterations include grading and or the placement of structures, or impervious surfaces unless approved by the City. Staff is asking Council to consider whether a fence should be allowed to be placed within the setback.

6. **Options on Appeal for City Council to Decide.** Staff has outlined for the City Council three options to render a final decision on appeal of this limited review.

**Option #1: Uphold Planning Commission’s decision as written**

**Option #2: Approve fence placement at a distance less than 15 feet. (Council should establish the distance).**

**Option #3: Render the interpretation that a fence is not a “structure” as defined in the LDC.**

**Option #4: Require no fence as a buffer from the mapped drainageway on the subject**

**property.**

**7. Further Appeal by Applicant.** The applicant may appeal the City Council's decision to the Land Use Board of Appeals (LUBA) pursuant to LDC Section 9.309 (f).

**8. Attachments**

**Attachment A: Letter of Appeal**

**Attachment B: Planning Commission Findings of Fact**

**Attachment C: Application and supplemental materials**

My name is Samantha Elkins at 551 N Moss st. I was approved on March 5<sup>th</sup> of 2019 for a Conditional Use permit file # LU2018-05.

I'm requesting an appeal on one of the conditions. Condition as the fence has to be set back 15 feet from the drainage way as structures are not allowed to be closer than 15 feet.

I'm appealing that my fence is not a structure as the water flows freely and there is no foundation. The fence is not a definite manner as it is removable.

The two goats cause no negative impact on the drainage way as they keep the grass and blackberry bushes around the drainage way ate down.

They are not water dogs as they rather jump over it then walk thru it. Definitely do not cause anymore damage than the two neighboring cows who have free access to a much longer stretch of the drainage way!

Thank you for your time.

Sincerely,

Samantha Elkins

3/19/19

**DECISION OF THE PLANNING COMMISSION  
OF THE CITY OF LOWELL**

**CONDITIONAL USE PERMIT – File # LU 2018-05**

**APPLICANT:** Samantha Elkins  
551 North Moss Street  
Lowell, OR, 97452

**PROPOSAL:** Maintain two goats on a property zoned R-1 that does not meet the minimum area of property required.

**A. The Planning Commission finds the following:**

1. The applicant has submitted information as required by Land Development Code (LDC) 9.251. The approval criteria outlined in the LDC 9.251 Conditional Uses, LDC 9.722 Agricultural Use Standards, and LDC 9.511 Drainageway Setbacks have been met, and therefore the application is APPROVED.

**B. Conformance with Submission and Approval Criteria**

**SECTION 9.251 CONDITIONAL USE DECISION CRITERIA**

***(1) That the proposed development can comply with Zoning District standards with Conditions of Approval.***

**FINDING:** The conditions of approval identified in this condition use permit to raise two goats on a property below the minimum lot size, bring the applicant into compliance with the standards in the Zoning District. Criterion met.

***(2) That the proposed development complies with applicable provisions of city codes and ordinances.***

**FINDING:** The approval of a conditional use permit for the raising of two goats on a property below the minimum lot size, as conditioned in this staff report and findings, can comply with applicable city codes and ordinances. Criterion met.

***(3) That the proposed development will not cause negative impacts to traffic flow or to pedestrian and vehicular safety and future street rights-of-way are protected.***

**FINDING:** Conditioned upon testimony to the contrary, the granting of the proposed conditional use permit will not cause negative impacts to traffic flow or to pedestrian and vehicular safety and future rights-of-way. Criterion met.

***(4) That proposed signs or lighting will not, by size, location or color, interfere with traffic, limit visibility or impact on adjacent properties.***

**FINDING:** The applicant is not proposing any signs or lighting associated with the proposed conditional use permit. This criterion does not apply

***(5) That proposed utility connections are available, have the capacity to serve the proposed development and can be extended in the future to accommodate future growth beyond the proposed land division.***

**FINDING:** The proposed use that requires a conditional use permit is not a development and does not involve any utilities. This criterion does not apply.

***(6) That the proposed development will not cause negative impacts to existing or proposed drainage ways including flow disruptions, contamination or erosion.***

**FINDING:** There exists on the subject property a mapped waterway that requires drainageway setbacks to be applied in order to mitigate negative impacts on the existing drainageway. The two proposed goat areas shall be reconfigured to include a fence that shall be placed 15-feet from the top of the bank of the waterway. Criteria met with Condition of Approval 2 as found in the findings for LDC 9.722 (C) (1) on page 3.

***(7) That the proposed development will not cause negative impacts, potential hazards or nuisance characteristics as identified in Section 9.204(u) of the Application Site Plan consistent with the standards of the Zoning District and complies with the applicable standards of all regulatory agencies having jurisdiction.***

**FINDING:** These criteria are met with the following proposed condition of approval:

**Condition of Approval 1:** Applicant shall remain in compliance with the standards as indicated in LDC9.251 (1 thru 7) 1. Failure to maintain these standards will result in action being taken by the City Administrator, acting on behalf of the City Council, pursuant to LDC 9.108 ENFORCEMENT.

#### **SECTION 9.511 DRAINAGEWAY SETBACKS**

***(b) All other drainageways and watercourses identified as significant by the City shall have a setback of 15 feet from the center of the drainageway. Additional setbacks may be required for identified wetlands. Alteration of these areas by grading or placement of structures or impervious surfaces is prohibited unless approved by the City in accordance with the procedures of city ordinances and state law.***

**FINDING:** There exists on the subject property a mapped waterway as indicated on the City's Local Wetlands Inventory Map (LWI). Placement of a structure within the 15 foot buffer is prohibited. Per LDC, a fence is a structure. A condition of approval is added, dictating the placement of a fence from the mapped drainageway/watercourse. Criteria met with **Condition of Approval 2.**

**SECTION 9.722 AGRICULTURAL USE STANDARDS (C)**

**(1) *Fencing must be designed and constructed to confine animals within the property line.***

**FINDING:** There exists on the subject property a mapped waterway that requires drainageway setbacks to be applied. In order to mitigate negative impacts on the existing drainageway the Lowell Planning Commission requires that the two proposed goat areas be configured to include a fence that prevents the goats from impacting the drainageway. According to **SECTION 9.511 DRAINAGEWAY SETBACKS** the required fence must be placed 15-feet from the top of the bank.

Criteria met with the following condition of approval:

**Condition of Approval 2:** The two proposed goat areas shall be reconfigured to include a fence that shall be placed 15-feet from the top of the bank of the existing drainageway. Fence shall be consistent with fencing standards listed in the Lowell Development Code. Applicant shall be compliant with this condition of approval within **180 days** from the date the findings of fact are signed by the Planning Commission Chair. The City Administrator may approve a one-time extension of 180 days.

**(2) *A Setback of 100 feet from any off-site residence is required for all farm animal housing, feeding and watering facilities. Exception: fowl, rabbits and similarly sized animal require no additional setback.***

**FINDING:** The proposed use of two goats on the subject property meets the required 100 foot setback from off-site residences, as identified in LDC 9.722(c)(2).  
Criterion met.

**(3) *Proper sanitation shall be maintained in conformance with applicable health standards for all farm animals. Proper sanitation includes:***

- A. Not allowing animal waste to accumulate***
- B. Not allowing animal waste to contaminate groundwater or drainage ways.***
- C. Taking the necessary steps to insure odors resulting from farm animals is not detectable beyond the property line.***
- D. Storing all farm animal food in metal or other rodent proof containers.***

**FINDING:** The applicant has provided materials that address applicable health and sanitation standards for farm animals. Criterion met.

**(4) *Minimum area requirements include:***

- A. Minimum property areas of 3 acres. Exception: fowl, rabbits and similarly sized animal require no additional lot area.***
- B. Minimum area per large animal (similar to cows or horses) over six months of age – one per every two acres.***
- C. Minimum area per medium size animal (similar to sheep, goats or llamas) over***

*six months of age – one per every half acre.*

***D. No more than 10 fowl, rabbits or similarly sized animals may be maintained on each 20,000 sf of property of portion thereof.***

**FINDING:** The applicant has submitted a conditional use permit to maintain two goats on a property below the minimum required pursuant to LDC 9.722(6). The granting of a conditional use permit subject to applicable standards can bring the use into conformance. Criteria met.

***(5) It is the responsibility of the applicant for a Conditional Use Permit to clearly demonstrate that proper health and sanitation standards will be maintained and that potential nuisance factors such as noise, smell and unsightly conditions are mitigated.***

**FINDING:** These criteria are met with the following proposed condition of approval:

**Condition of Approval 3:** The applicant shall maintain proper health and sanitation standards to maintain two goats on the subject property. Failure to maintain proper health and sanitation standards as indicated in LDC 9.722 will result in action being taken by the City Administrator, acting on behalf of the City Council, pursuant to LDC 9.108 ENFORCEMENT.

***(6) Property owners wishing to maintain animals on smaller lots or exceed the maximum number of animals permitted may have those standards modified as a Conditional Use in accordance with Section 9.251.***

**FINDING:** The applicant has followed the appropriate procedure(s) in applying for a conditional use permit to allow two goats on a property that does not meet the minimum required. Criteria met.

***LDC 9.722 Agricultural Use Standards (d). It is the continuing responsibility of the owner to properly contain or restrain all animals or fowl and to maintain proper sanitation at all times, and further provided that such raising activities are not part of nor conducted in conjunction with any live stock sales yards, slaughter house, or animals-by product business.***

**FINDING:** These criteria are met with the following proposed condition of approval:

**Condition of Approval 4:** Live stock sale yards, slaughter houses, or animal by-product businesses are prohibited as part of or in conjunction with the raising activities of two goats on the subject property.

**LCD 9.722 Agricultural Use Standards (e). The above standards are the minimum standards applicable to property located within the City of Lowell, additional site area or other standards may be required to comply with Health and Sanitation Standards.**



**FINDING:** Planning Commission has imposed a condition of approval during its public hearing to further address health and sanitation standards on the subject property. Criteria met with the following condition:

**Condition of Approval 5:** The subject property is limited to a maximum of two goats.

- D. This approval shall become final on the date this decision and supporting findings of fact are signed by a representative of the Planning Commission of City of Lowell, below. An appeal of the Planning Commission's decision must be submitted to the City within 15 days of the Planning Commission's decision, in conformance with Section 9.309. Failure of the applicant to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow the City to respond to the issue precludes an action for damages in circuit court.**

  
\_\_\_\_\_  
Lon Dragt, Planning Commission Chair  
City of Lowell

2/19/19  
\_\_\_\_\_  
Date



# Land Use Permit Application

Site Plan Review     Lot Line Adjustment     Partition     Subdivision  
 Conditional Use     Variance     Map Amendment     Text Amendment  
 Annexation     Vacation     Other, specify \_\_\_\_\_

Please complete the following application. If any pertinent required information or material is missing or incomplete, the application will not be considered complete for further processing. If you have any questions about filling out this application, please contact staff at Lowell City Hall, phone (541) 937-2157, 107 East Third, Lowell.

List all Assessor's Map and Tax Lot numbers of the property included in the request.

Map# 19011330 Lot # 7202

Map# \_\_\_\_\_ Lot # \_\_\_\_\_

Map# \_\_\_\_\_ Lot # \_\_\_\_\_

Street Address (if applicable): 551 N Moss St.

Area of Request (square feet/acres): 2 acres

Existing Zoning: R-1 Residential

Existing Use of the Property: R-1 Residential

Proposed Use of the Property \_\_\_\_\_

Pre-application Conference Held: No  Yes \_\_\_\_\_ If so, Date \_\_\_\_\_

**Submittal Requirements:**

1. Copy of deed showing ownership or purchase contract with property legal description.
2. Site Plan/Tentative Plan with, as a minimum, all required information. Submit one copy of all plans 11x17 or smaller; 12 copies of all plans larger than 11x17. (See attached checklist for required information)
3. Applicant's Statement: Explain the request in as much detail as possible. Provide all information that will help the decision makers evaluate the application, including addressing each of the decision criteria for the requested land use action.
- \_\_\_\_\_ 4. Other submittals required by the City or provided by the applicant. Please List.
 

a. _____	b. _____
c. _____	d. _____
e. _____	f. _____
5. Filing Fee: Amount Due: \$292.00

By signing, the undersigned certifies that he/she has read and understood the submittal requirements outlined, and that he/she understands that incomplete applications may cause delay in processing the application. I (We), the undersigned, acknowledge that the information supplied in this application is complete and accurate to the best of my (our) knowledge. I (We) also acknowledge that if the total cost to the City to process this application exceeds 125% of the application fee, we will be required to reimburse the City for those additional costs in accordance with Ordinance 228.

**PROPERTY OWNER**

Name (print): Samantha Elkins Phone: 541-556-6591

Address: 551 N Moss St

City/State/Zip: Lowell OR 97452

Signature: 

**APPLICANT, if Different**

Name (print): \_\_\_\_\_ Phone: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

E-mail (if applicable): \_\_\_\_\_

**APPLICANTS REPRESENTATIVE, if applicable**

Name (print): \_\_\_\_\_ Phone: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

E-mail (if applicable): \_\_\_\_\_

For City Use.

Application Number LU 2018-04

Date Submitted: 12/11/18 Received by: Joyce Darnell Fee Receipt # 12/11/18

Date Application Complete: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

Date of Hearing: \_\_\_\_\_ Date of Decision \_\_\_\_\_ Date of Notice of Decision \_\_\_\_\_

**APPLICATION SITE PLAN REQUIREMENTS CHECKLIST**  
**Lowell Land Development Code, Section 2.140**

Applications for land divisions or land use requests that require a site plan shall submit the site plan on 8 1/2 x 11 inch or 11 x 17 inch black/white reproducible sheets for copying and distribution. Larger drawings may be required for presentation and City review. Drawings shall be drawn to scale. The scale to be used shall be in any multiple of 1 inch equals 10 feet (1" = 20', 1" = 30', 1" = 100', etc.) and may be increased or decreased as necessary to fit the sheet size. The Application and site plan shall show clearly and with full dimensioning the following information, as applicable, for all existing and proposed development. It is understood that some of the requested information may not apply to every application.

- \_\_\_\_\_ The names of the owner(s) and applicant, if different.
- \_\_\_\_\_ The property address or geographic location and the Assessor Map number and Tax Lot number.
- \_\_\_\_\_ The date, scale and northpoint.
- \_\_\_\_\_ A vicinity map showing properties within the notification area and roads. An Assessor Map, with all adjacent properties, is adequate.
- \_\_\_\_\_ Lot dimensions.
- \_\_\_\_\_ The location, size, height and uses for all existing and proposed buildings.
- \_\_\_\_\_ Yards, open space and landscaping.
- \_\_\_\_\_ Walls and fences: location, height and materials.
- \_\_\_\_\_ Off-street parking: location, number of spaces, dimensions of parking area and internal circulation patterns.
- \_\_\_\_\_ Access: pedestrian, vehicular, service, points of ingress and egress.
- \_\_\_\_\_ Signs: location, size, height and means of illumination.
- \_\_\_\_\_ Loading: location, dimension, number of spaces, internal circulation.
- \_\_\_\_\_ Lighting: location and general nature, hooding devices.
- \_\_\_\_\_ Street dedication and improvements.
- \_\_\_\_\_ Special site features including existing and proposed grades and trees, and plantings to be preserved and removed.

- \_\_\_\_\_ Water systems, drainage systems, sewage disposal systems and utilities.
- \_\_\_\_\_ Drainage ways, water courses, flood plain and wetlands.
- \_\_\_\_\_ The number of people that will occupy the site including family members, employees or customers.
- \_\_\_\_\_ The number of generated trips per day from each mode of travel by type: employees, customers, shipping, receiving, etc.
- \_\_\_\_\_ Time of operation, where appropriate. Including hours of operation, days of the week and number of work shifts.
- \_\_\_\_\_ Specifications of the type and extent of emissions, potential hazards or nuisance characteristics generated by the proposed use. The applicant shall accurately specify the extent of emissions and nuisance characteristics relative to the proposed use. Misrepresentation or omission of required data shall be grounds for denial or termination of a Certificate of Occupancy.
- \_\_\_\_\_ Uses which possess nuisance characteristics or those potentially detrimental to the public health, safety and general welfare of the community including, but not limited to; noise, water quality, vibration, smoke, odor, fumes, dust, heat, glare or electromagnetic interference, may require additional safeguards or conditions of use as required by the Planning Commission or City Council.
- \_\_\_\_\_ All uses shall meet all applicable standards and regulations of the Oregon State Board of Health, the Oregon Department of Environmental Quality, and any other public agency having appropriate regulatory jurisdiction. City approval of a land use application shall be conditional upon evidence being submitted to the City indicating that the proposed activity has been approved by all appropriate regulatory agencies.
- \_\_\_\_\_ Such other data as may be necessary to permit the deciding authority to make the required findings.

**NOTE: Additional information may be required after further review in order to adequately address the required criteria of approval.**

To whom it may concern,

In March of 2018 my boyfriend and I purchased 551 N. Moss a 2 acre lot. We figured out real quick that 2 acres of grass was going to be a battle. After countless hours of pushing a mower and guiding a weed eater threw the field of overly tall grass we knew we couldn't keep up.

After ruining one riding lawn mower we were beat, we needed help!

So we got 2 goats and fell in love with them. They not only keep the grass down they are entertaining and lovable pets. We care for them as if they were our kids.

We built a sturdy fence and check around it weekly to make sure they are safe. We not only don't want them to get hurt but also don't want them to wander into a neighbors yard.

Their food is stored in a plastic tote with a snap on lid. We also have 2 fenced in areas separated by the driveway easement. The Southwest side of the property and the Northwest

side both which are more than 100 feet away from off site residences.

We also have a small compost pile for our all natural garden. to keep animal waste down. And an off property location when it exceeds our gardening needs.

We both work very hard and take pride in what we have and do. We care very much for our pets and Home!

Thank you for your time.

Sincerely,

Samantha Elkins

551 N. Moss.

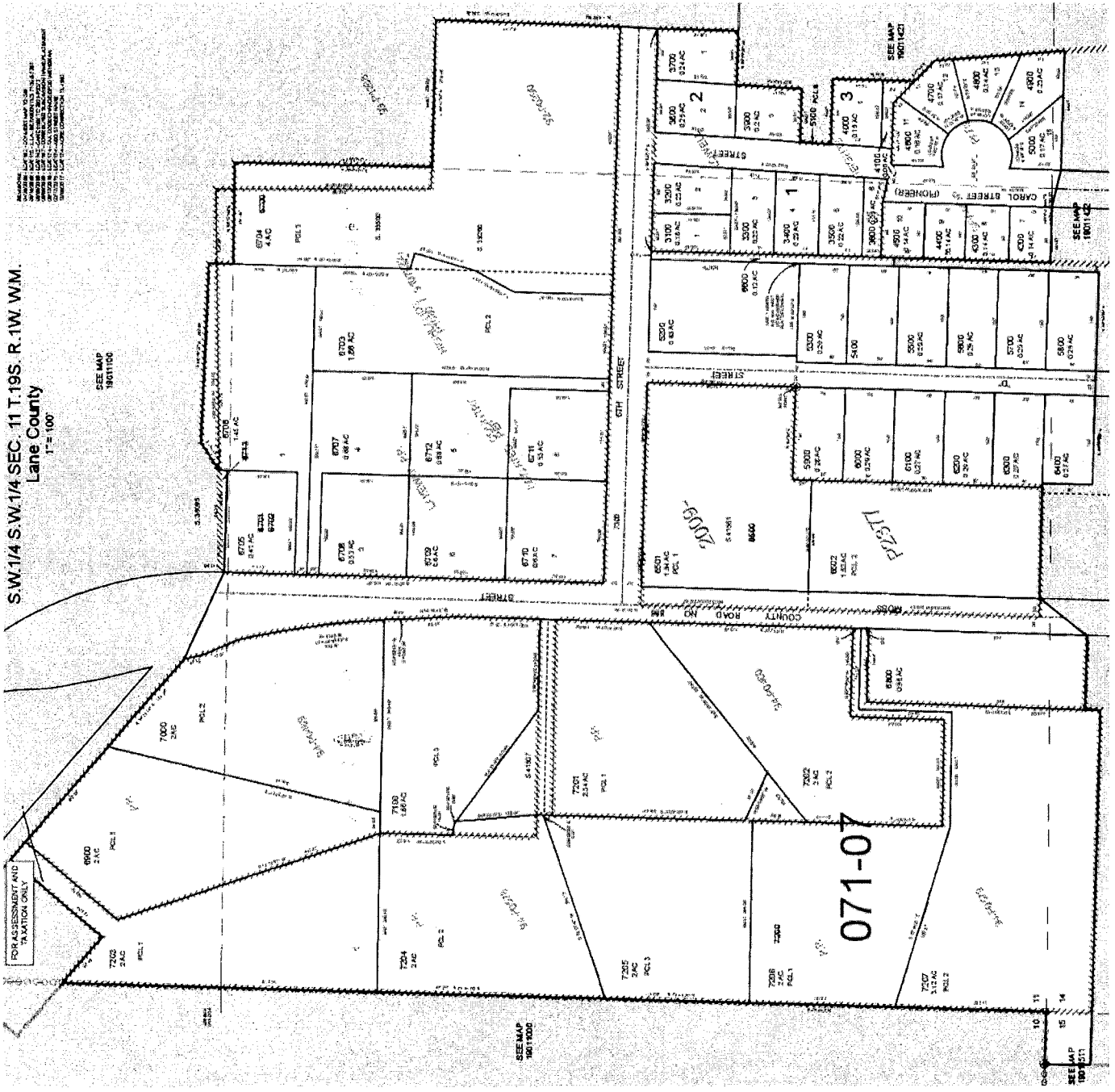


19011133  
LOWELL

LOW-05-2015-0061 D C

CANCELLED  
6700  
6701  
6702  
6703  
6704  
6705

S.W.1/4 S.W.1/4 SEC. 11 T.19S. R.1W. W.M.  
Lane County  
1" = 100'



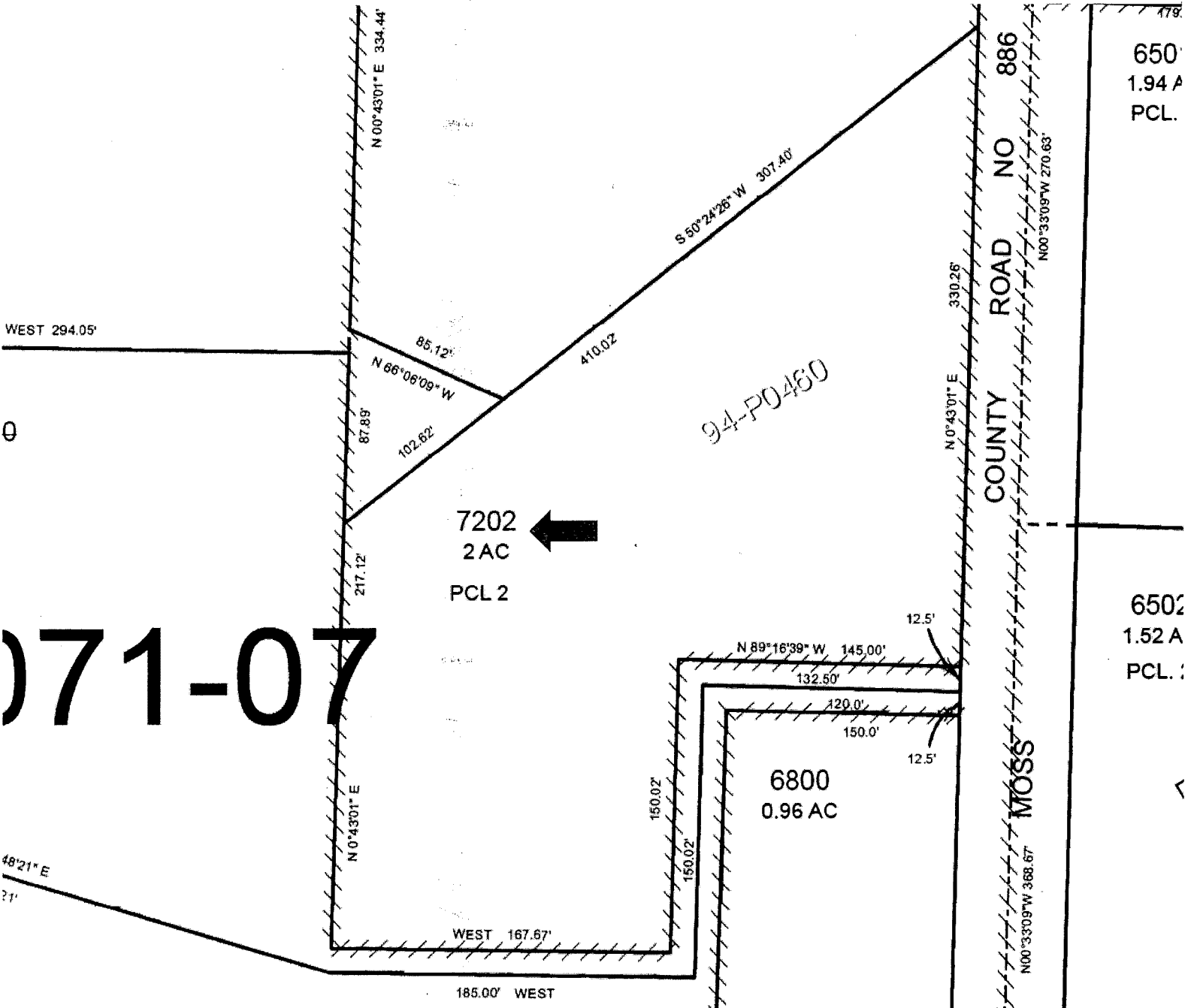
LOWELL  
19011133



# First American Title



2892 Crescent Ave, Eugene OR 97408  
Phone: 541.484.2900 Fax: 877.783.9167  
e-Mail: cs.eugene.or@firstam.com Web: FirstAmLane.com



COMPLIMENTS OF FIRST AMERICAN TITLE LANE COUNTY OREGON.  
THIS MAP IS NOT A SURVEY. THEREFORE, WE ASSUME NO LIABILITY FOR INACURACIES.



After recording return to:  
Samantha Elkins  
551 N Moss Street  
Lowell, OR 97452

Until a change is requested all tax  
statements shall be sent to the  
following address:  
Samantha Elkins  
551 N Moss Street  
Lowell, OR 97452

File No.: 7191-3005393 (TS)  
Date: February 16, 2018

THIS SPACE RESERVED FOR RECORDER'S USE

Lane County Clerk Lane County Deeds & Records	<b>2018-013075</b> 03/21/2018 03:49:03 PM
RPR-DEED Cnt=1 Stn=41 CASHIER 04 2pages \$10.00 \$11.00 \$10.00 \$21.00	<b>\$52.00</b>

### STATUTORY WARRANTY DEED

**Gregory A. Fanning**, Grantor, conveys and warrants to **Samantha Elkins**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

**LEGAL DESCRIPTION:** Real property in the County of Lane, State of Oregon, described as follows:

**PARCEL 2 OF PARTITION PLAT NO. 94-P0460 FILED ON FEBRUARY 14, 1994, LANE COUNTY OREGON OFFICIAL RECORDS, IN LANE COUNTY, OREGON.**

**Subject to:**

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$225,000.00**. (Here comply with requirements of ORS 93.030)



After recording return to:  
Samantha Elkins  
551 N Moss Street  
Lowell, OR 97452

Until a change is requested all tax  
statements shall be sent to the  
following address:  
Samantha Elkins  
551 N Moss Street  
Lowell, OR 97452

File No.: 7191-3005393 (TS)  
Date: February 16, 2018

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDED ELECTRONICALLY

### STATUTORY WARRANTY DEED

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The true consideration for this conveyance is **\$225,000.00**. (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 17 day of March, 2018.

Gregory A. Fanning  
Gregory A. Fanning

STATE OF Tennessee  
County of Anderson

This instrument was acknowledged before me on this 17 day of March, 2018  
by **Gregory A. Fanning**.

Lisa J. Wiseman  
Notary Public for  
My commission expires: 4-28-18

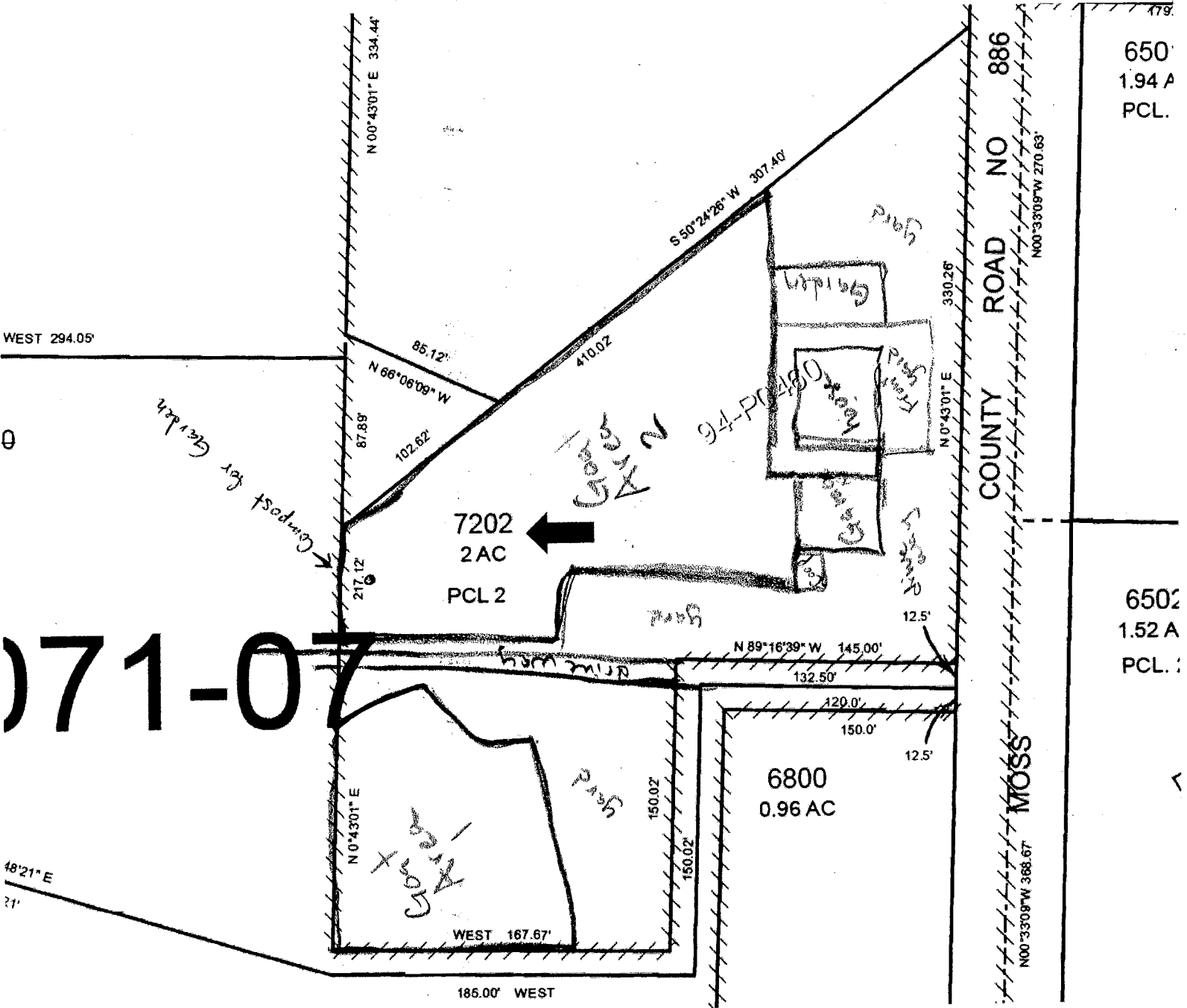




First American Title



2892 Crescent Ave, Eugene OR 97408  
 Phone: 541.484.2900 Fax: 877.783.9167  
 e-Mail: cs.eugene.or@firstam.com Web: FirstAmLane.com



71-07

COMPLIMENTS OF FIRST AMERICAN TITLE LANE COUNTY OREGON.  
 THIS MAP IS NOT A SURVEY. THEREFORE, WE ASSUME NO LIABILITY FOR INACURACIES.

## ATTACHMENT C

**From:** [Samantha Elkins](#)  
**To:** [HEARLEY Henry O](#)  
**Subject:** RE: Lowell Code for Goats - Conditional Use Permit  
**Date:** Monday, December 24, 2018 3:48:42 PM

---

Hello Henry thank you for explaining that for me I appreciate it very much. I hope this is a better explanation of the decision criteria that your looking for.

To whom it may concern,

In the residential zone you can have one goat per half acre. I'm proposing to have two goats on my two acre lot.

For the city codes and ordinance we have followed them by providing a sturdy fence that allows for the driveway easement to our neighbors and the fence is set back 100 feet from our neighboring houses. We also have a compost pile for our garden to keep the area clean from their waste. We keep their food in a secure plastic bin. Having two goats will be a positive impact by keeping the grass and brush low which helps with fire danger in the dry months. They are taken very good care of and will not be a nuisance or put a negative impact on our home, neighbors, or the city. Thank you for your time.

Samantha Elkins  
551 N Moss St  
Lowell, Or 97452

---

On Tuesday, December 18, 2018 HEARLEY Henry O <[HHEARLEY@Lcog.org](mailto:HHEARLEY@Lcog.org)> wrote:

Thanks for coming in, Sam. Attached are general conditions for animals within the Residential zone (this is the zone where you live).

Like I said, I was able to pull out the standards from your letter. In addition to the decision criteria for a conditional use permit, Planning Commission will also look at these standards because they relate to animals within a residential zone.

Let me know if you have any further questions or concerns.

Henry O. Hearley  
GIS & Planning  
Lane Council of Governments  
541-682-3089

## ATTACHMENT C

**From:** [Samantha Elkins](#)  
**To:** [HEARLEY Henry O](#)  
**Subject:** RE: description of fence  
**Date:** Saturday, January 19, 2019 11:06:18 AM

---

Hello Henry,

Our fence is a 4 foot tall wire field fence for goats held up with metal T-post and 3 1/2 inch round wood posts With an electric fence inside of it.

Thank you!  
Samantha Elkins

---

On Friday, January 18, 2019 HEARLEY Henry O <[HHEARLEY@Lcog.org](mailto:HHEARLEY@Lcog.org)> wrote:

Hi Sam,

Could you provide a little description of the fence surrounding your property and containing the goats? (materials it's made of, etc.)

Thanks,  
Henry O HEARLEY

Henry O. Hearley  
GIS & Planning  
Lane Council of Governments  
541-682-3089



**AGENDA ITEM SUMMARY**

---

**TO:** Mayor Bennett and Council  
**FROM:** Jared Cobb, City Administrator  
**DATE:** April 13, 2019  
**SUBJECT:** Tractor Procurement

- DISCUSSION**
- ACTION**
- RESOLUTION**
- ORDINANCE**
- PROCLAMATION**
- REPORT**

**SUMMARY:**

The Public Works Department has requested funds to purchase a tractor to improve productivity. The Department will use the equipment to manage the green waste facility; maintain public alleys, gravel roads, and trails; mow the public right-of-way; and for snow removal.

**FISCAL IMPACT:**

The purchase will be paid for through the Equipment Fund (\$30,000), Street Fund (\$5,000), Water Fund (\$5,000), and Sewer Fund (\$5,000).

**COURSES OF ACTION:**

1. Motion to approve the purchase of a tractor through Oregon State Contract #1445 in an amount not to exceed \$45,000.
2. No action.

**RECOMMENDATION:**

Motion to approve the purchase of a tractor through Oregon State Contract #1445 in an amount not to exceed \$45,000.

**ATTACHMENTS:**

1. Mid-Valley Tractor price quotation
2. Kubota L5460HSTC specifications



-- Standard Features --

-- Custom Options --



L Series L5460HSTC

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

DIESEL ENGINE

Model # V2403CRTE4GL2/GL3
Tier IV Engine
Common Rail Direct Injection
w/ DPF and EGR
Turbo Charged
4 Cyl., 148.5 cu. in.
^ 54.0 Net Eng. HP
^ 46.5 PTO HP
@ 2600 Eng. rpm
12V 45Amp - 582CCA
Radial Air Flow Cooling
Dual Air Cleaner Element

POWER TAKE OFF

1 Speed Rear Live --- HYD. IND.
540 rpm @ 2550 Eng. rpm
SAE 1-3/8 6 Splines
Electric over Hydraulic PTO
Switch

DIMENSIONS

Overall Height w/Cab 92.5"
Overall Length w/3pt. 135.0"
Wheel Base 75.4"
Crop Clearance 16.7"

HYDRAULICS

Open Center
Tandem Pump Gear Type
4.7 gpm Power Steering
9.4 gpm Remote/3 Pt. Hitch
14.1 gpm Total Hyd. Flow
Category I 3-Pt. Hitch
Lift Capacity ---
At lift Point 3858 lbs.
24" Behind 2976 lbs.
Position Control

STANDARD EQUIPMENT

ROPS Certified Cab w/Retractable
Seat Belt
Highback Adj. Swivel Seat w/
Deluxe
Suspension w/Arm Rests
Safety Start Switches
Operator Presence Control
System
Parking Brakes
Flat Deck w/Hanging Pedals
Electric Key Shut-off
2 Front Work Lights
Tilt Steering
Wide Anti-Slip Step
ISO Mounted Platform
Turn Signals / Hazard Flashers
SMV Sign
Operator Presence Control
System
Telescoping Lower Links
2 Tier Halogen Head Lights
4 Position Loader Valve
One Piece Metal Hood
12V Outlet and Cup Holder
Front Wiper w/ asher
60 Amp Alternator
Interior Light
AC/Heater with Internal/External
Ventilation
Speakers and Radio Wired
Horn

FRONT AXLE

Hydrostatic Power Steering
Cast iron 4WD front axle
Tread Spacing - Non-adjustable
Bevel Gear drive

DRIVE TRAIN

HST PLUS
3 Forward Speeds / 3 Reverse
Speeds
High-Med-Low
Mech. Wet Disc Brakes
Differential Lock
Cruise Control

FLUID CAPACITY

Fuel Tank 13.5 gal.
Cooling System 8.7 qts.
Crankcase 9.9 qts
Transmission and
Hydraulics 11.9 gal.
Front Axle Differential 9.5 qts.

^ Manufacturer Estimate

IntelliPanel™

Lighted Communications Symbols
Standard Tachometer
Digital Read for Speed, MPH,
PTO
speeds, diagnostics system and
DPF system
Warning Symbols

SELECTED TIRES

ALR8869A & AMXR8862 INDUSTRIAL TIRES
FRONT - 10-16.5 R4 Titan Trac Loader
REAR - 17.5L-24 R4 Titan Industrial Contractor TL

L5460HSTC Base Price: \$43,954.00

(1) 72" QUICK ATTACH SQUARE BACK BUCKET \$694.00
L2235A-72" QUICK ATTACH SQUARE BACK BUCKET

(1) FRONT LOADER PACKAGE (LIFT CAPACITY 1,784 LBS) \$4,971.00
LA1055-FRONT LOADER PACKAGE (LIFT CAPACITY 1,784 LBS)

Configured Price: \$49,619.00

STATE OF OREGON Discount: (\$10,916.18)

SUBTOTAL: \$38,702.82

Dealer Assembly: \$304.58

Freight Cost: \$1,000.00

PDI: \$250.00

Total Unit Price: \$40,257.40

Quantity Ordered: 1

Final Sales Price: \$40,257.40

Purchase Order Must Reflect the Final Sales Price

To order equipment - purchase orders must be made out and returned to:

Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

# Kubota®



## KUBOTA DIESEL TRACTOR



# L3560/L4060/L4760 L5060/L5460/L6060

A new spacious cab, smoother all-round operation and clean-emission engines make the Grand L60 Series tractors grander than ever.



# NEW GRAND

Looking for a tractor that can handle more with less hassle?  
Looking for a higher level of comfort and ease of operation that can't be found in competitive tractors?  
Then look no further than Kubota's new Grand L60 Series tractors. With a spacious ergonomically designed cab, and a wide range of versatile features to make jobs easier, the Grand L60 Series combines luxury with outstanding productivity never before seen in its class.



# L60 SERIES

And with a choice of five clean-emission Common Rail engines and three advanced transmissions, the Grand L60 offers a higher level of performance while going easy on the environment and your budget. Whether you're replacing your existing tractor, upgrading to a bigger one or even buying for the first time, the Grand L60 Series will surely provide everything you need plus a whole lot more.



# NEW GRA



Once again, Kubota raises the standard in operator comfort with a new spacious cab designed to maximize productivity while minimizing fatigue. And with an array of easy-to-use functions and equipment, every job you tackle will be easier than ever.

## A. SPACIOUS CAB

The new cab is 20 percent more spacious than previous and ergonomically designed to improve comfort and operations. What's more, you get more legroom and increased headroom.

## B. ONE-PIECE HOOD

The front grille is now integrated with the hood for easier opening and closing and more convenient engine inspections and maintenance.



# ND CAB

## C. TWO-TIERED HEADLIGHTS

In addition to the lower forward headlights, the upper front side lights provide a wider field of view when operating in the dark or in enclosed buildings like the shed or barn.

## D. WORKLIGHTS

### Standard Equipment for Cab

- AC/Heater with Internal/External Ventilation
- 12 Volt Power Outlet
- 60 Amp Alternator
- Front Wiper and Washer
- Front Work Lights
- Interior Light
- Door-mounted Side Mirrors
- Deluxe High-back Reclining Seat with Swivel
- Wide Fenders

### Optional Equipment for Cab

- Rear Windshield Wiper
- Rear Window Defogger
- Rear Work Lights
- Radio/Cassette/CD Player
- Air-Ride Seat









## NEW GRAND CAB™

Step inside the Grand L60 cab and discover spaciousness beyond expectation. Interior space has been increased by approximately 20 percent over previous, and glass has been used extensively to minimize blind spots for a grander view of your surroundings. What's more, you get wider opening doors for easier cabin entry and exit, a deluxe swivel-type suspension seat, more legroom, ample headroom and abundant storage compartments to store all your necessities and manual.

## AIR CONDITIONING WITH INTERNAL RECIRCULATION AND EXTERNAL AIR VENTILATION

The cab's deluxe air conditioner/heater can increase cooling, heating and air ventilation for greater climate control. You can switch between internal recirculation and external air ventilation: cool your cab quickly and thoroughly with the internal recirculation mode, and the air in the cab will stay fresh. The dual-level AC system, with a 7° – 14°F temperature differential, directs cooler air to the operator's upper body while sending warmer air toward the feet. And interior design offers more headroom.

### **Air Flow**

*Now you can have clean, filtered air in the cab, fresh from outside, with the simple flick of a switch. The increased ventilation helps prevent windows from fogging.*



NEW

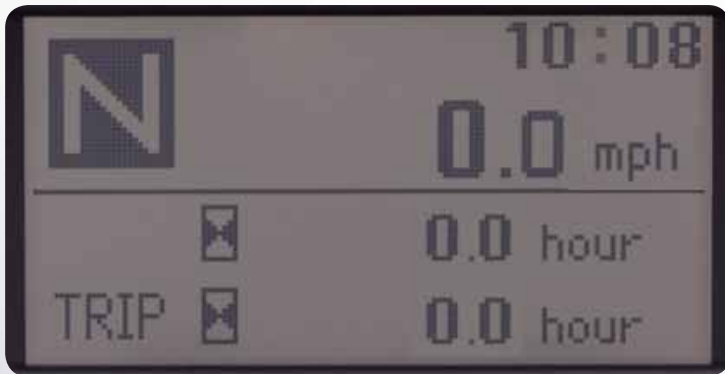
# IntelliPanel™

Stay up to date on the status of your Grand L60 tractor at all times with the new IntelliPanel™. Combining an analog tachometer, temperature gauge and fuel gauge, a large-screen dot matrix digital panel, and upper and lower indicators, the IntelliPanel™ keeps you informed on the tractor's status including maintenance at a single glance.

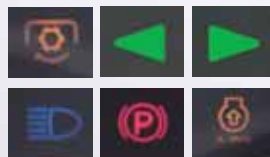
- A. TACHOMETER
- B. INDICATOR LIGHTS
- C. TEMPERATURE GAUGE
- D. FUEL GAUGE



## Standard Indicators



The IntelliPanel's standard indicators display the hour meter, trip meter, fuel consumption, PTO revolutions, HST information, particulate matter accumulation, and maintenance information on the large and easy-to-read screen. The information can be switched easily with button operation. Furthermore, warning indicators, scheduled service alerts and DPF regeneration are also indicated on the panel to keep you informed at all times.



### HST model only



## E. DISPLAY MODE

A simple touch of the menu's down button lets you make changes to the Standard indicator's digital information screen.



## F. AUTO THROTTLE ADVANCE (only with HST models)

## G. CRUISE CONTROL

To keep your working speed constant, simply adjust the cruise control seesaw switch to your desired speed—and go.



## H. UPPER FRONT SIDE LIGHTS SWITCH

The upper front side lights switch is close at hand when you need extra visibility to the sides.

## I. COLUMN-TYPE COMBINATION LEVER

This new combination switch allows you to operate the headlights and indicators with car-like ease.

# COMFORT & ERGONOMIC

The Grand L60 boasts a wide range of deluxe features and functions to reduce fatigue and maintains productivity. With reduced noise and vibration levels, an improved deluxe seat, power steering and a cup holder, you can rest assured that your comfort comes first—so much so that you might forget you're working.



## A. DELUXE SUSPENSION SEAT

The new suspension seat is specially designed to absorb shock to provide a comfortable ride even in harsh working conditions, and includes a handy swivel function. The optional Air-Ride seat adjusts its cushion to match your physique to provide optimal comfort even when negotiating rough terrain. It even includes a location for manual storage.

## B. MORE LEGROOM

The operator's seat has been positioned more to the rear for extra legroom. This not only enhances riding comfort, but makes getting in and out of the cab easier as well.

## C. NEW LEVER LAYOUT

For easier access and smoother operation, the loader, hitch and remote levers are grouped on the right-side console.



## D. TILT STEERING WHEEL

The steering wheel delivers an extra-wide tilt angle for maximum comfort. Just step on the adjustment pedal, tilt the steering wheel and lock for the most comfortable operating position. Step on the pedal again to unlock the wheel for easy tractor mounting and dismounting.



# DESIGN



## Low Noise and Low Vibration

With less noise and vibration levels, you can keep working in comfort. This helps to eliminate operator fatigue, especially after long hours on the job.

## Loader Control Lever Location

Because the Grand L60's loader valve and control lever are integrated into the tractor as standard equipment, the control lever is positioned close to the operator for improved operability, easier access and less fatigue.

## E. POWER STEERING

Responsive hydrostatic power steering makes every job easier. Straight-a-ways and tight turns alike are taken smoothly, while steering remains easy and worry-free when a heavy load is applied or the front loader is used.

## F. ELECTRIC PTO SWITCH

Our PTO switch makes PTO operation easier than ever. Conveniently located on the side console, one push and turn starts and stops the PTO.

## G. ROUNDED FENDER/WIDE STEP

The Grand L60's fender and wide step deck feature provide a larger, more comfortable step-through area.

## H. CUP HOLDER

The cup holder is within easy reach whenever you need to quench your thirst.

## I. EASY POWER SUPPLY ACCESS

The power supply is located behind the seat for easier access.

# CLEAN ENGINE TRANSMISSION

Get all the power you demand while wasting less with Kubota's line of clean-emission Common Rail direct injection engines for the Grand L60 Series. And choose from three state-of-the-art transmissions according to your needs: HST (Hydrostatic Transmission) Plus, GST (Glide Shift Transmission) or FST (Fully Synchronized Main and Shuttle Transmission).

## Common Rail System (CRS) with Exhaust Gas Recirculation system (EGR) and Diesel Particulate Filter (DPF) Muffler

The CRS electronically controls the timing and amount of injected fuel providing high-pressure injections in stages, rather than all at once for an optimal combustion rate that results in greater efficiency, better fuel economy and less engine noise. Its combination with the Diesel Particulate Filter (DPF) Muffler and Exhaust Gas Recirculation system (EGR) reduces emissions to meet the latest emission regulations.



## NEW KUBOTA ENGINES

The Grand L60's engine lineup has been redesigned for cleaner emissions and outstanding fuel economy. Common Rail direct injection is employed to deliver greater fuel savings and lower emissions while maintaining a high level of power and torque.

Its combination with the Diesel Particulate Filter (DPF) Muffler and Exhaust Gas Recirculation system (EGR) reduces emissions to make the engines compliant with the Tier IV emission regulation.

### Model Chart

	L3560	L4060	L4760	L5060	L5460	L6060
Engine Gross Power* HP	37.0	42.0	49.0	52.0	52.0	62.0
Engine Net Power** HP	35.0	40.0	47.0	50.0	50.0	60.0
PTO Power FST/GST HP	29.5	34.0	41.0	44.0	---	---
PTO Power HST HP	28.0	32.5	39.5	---	46.5	53.0
No. of Cylinder	3	4	4	4	4	4
Aspiration	Natural w/ EGR	Natural w/ EGR	Natural w/ EGR	Turbo w/ EGR	Turbo w/ EGR	Turbo w/ EGR
Total Displacement cu.in. (cc)	111.4 (1826)	148.5 (2434)	148.5 (2434)	148.5 (2434)	148.5 (2434)	148.5 (2434)

\* SAE J1995 \*\* SAE J1349

	L3560	L4060	L4760	L5060	L5460	L6060
HST (4WD)	●	●	●		●	●
GST (4WD)	●	●	●	●		
FST (4WD)	●	●				

# NEON & ON

A. FULL OPEN HOOD  
B. FUEL TANK



Grand L40 HST Plus photo shown.



Grand L40 GST photo shown.



Grand L40 FST photo shown.

## HST PLUS (Hydrostatic Transmission)

Tackle any task with ease and efficiency. With extraordinary precision, HST Plus's automated control of both the HST pump and drive motor gives you optimal performance, regardless of the task, working conditions, or operator expertise.

## GST (Glide Shift Transmission)

Kubota's exclusive GST features 12 speeds and clutchless operation for maximum operator ease. And, thanks to its electronically controlled hydraulic shifting system, the Grand L60's GST allows you to shift on the go with exceptional response.

## FST (Fully Synchronized and Shuttle Transmission)

Kubota's economical FST delivers the smooth and efficient shifting of eight forward and eight reverse gears while on the move.

# HST PLUS

***Kubota's HST Plus offers professional control with easy operation.***



## Throttle-Up Switch

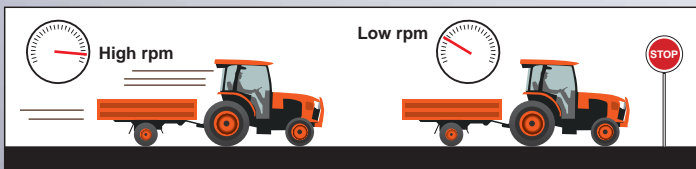
Kubota's new Throttle-Up Switch located on the loader lever gives you power need with just one push to get jobs done quicker and easier. Speed adjustments can be made according to your preference from the IntelliPanel. It allows you to easily set the engine speed needed for loader work without having to use a hand throttle even while operating the lever. As engine speeds can be raised only when required, the Throttle-Up Switch enhances fuel efficiency, and keeps the engine noise down when not in use.

**KUBOTA ORIGINAL!**



## Auto Throttle Advance

Thanks to the Auto Throttle Advance feature, driving the Grand L60 is simple and easy. This function links the HST pedal and the engine throttle, synchronizing tractor speed and engine revolution. This greatly simplifies tractor operation and helps reduce fuel consumption. All you need to do is turn the Auto Throttle Advance on and off with a push of a button and depress the HST pedal to control tractor speed and engine revolutions. This feature is especially handy when moving between locations or when towing a trailer.



**AUTO THROTTLE ADVANCE**



**6 SPEED**

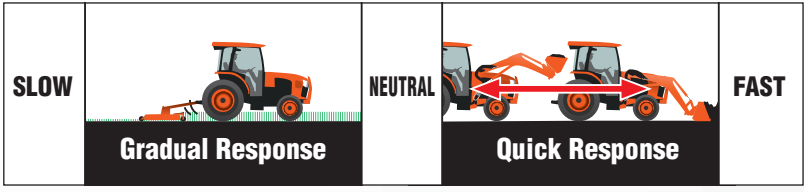
# Hydro Dual Speed (H-DS) HST Hi-Lo Function

Kubota's HST Plus gives you more control. Featuring three speed ranges, it includes a steering column lever to shift between high and low speeds for each range, expanding your options to six total speeds. Once your preferred range is set, you can easily shift the H-DS between the high and low speeds while moving. And with a simple touch of the Mode Selection button, you can activate the Auto H-DS for automatic Hi/Lo shifting. Whether you're doing loader work or driving up a slope, you'll appreciate this versatility and efficiency.



# HST Response Control

Kubota knows that different situations require different start or stop responses. The HST response speed can be adjusted with easy push button operation. If your task requires a quick response, you can push the button to the FAST setting. This setting is ideal for use during loader-related chores. If the job at hand needs a more gradual response, as used for turf work, push the button to SLOW. When your preferred response speed has been selected, you won't need to make any more adjustments with the foot pedal. It's that easy.

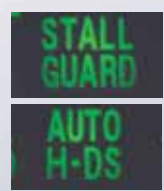


# HST Mode Selection Stall Guard Plus Auto H-DS

Choose from three HST mode settings with a simple push of a button from the IntelliPanel to help you get your work done easier. Manual mode puts you in complete control of the tractor. Kubota's Stall Guard PLUS protects the engine and PTO from stalling in heavy-duty applications. Finally, AUTO H-DS (Auto Hydro Dual Speed) enables automatic Hi/Lo shifting, and in conjunction with Stall Guard PLUS, keeps your tractor running optimally at all times.



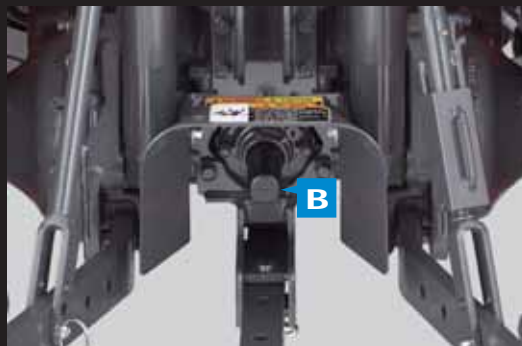
Mode	Stall Guard Plus	Auto H-DS
Mode 1	Off	Off
Mode 2	On	Off
Mode 3	On	On



Note: Mode 2 is the default setting.

# HYDRAULIC & PTO

The Grand L60's state-of-the-art PTO and hydraulic systems are engineered to deliver power and reliable performance. Meticulously designed to give you the utmost control and maximum versatility, the Grand L60 ensures smooth and effective operation.



## A. FRONT LOADER HYDRAULIC VALVE

Kubota has designed an integral Front Loader Valve as part of the tractor. With this valve, you can quickly and easily attach the front loader and other front-mounted implements. The valve promotes efficient, clutter-free operation and matches the sleek styling of the tractor. If you don't require a front loader or other front-mounted implements, an optional Diverter Kit is available to allow the loader valves to function as rear remotes.

## 3-POINT HYDRAULIC CYLINDERS

The Grand L60's 2-tandem large hydraulic cylinder delivers an impressive 3-Point Hitch lift capacity. The system is externally mounted for easy maintenance.

## REMOTE HYDRAULIC CONTROL VALVES (Optional)

The Grand L60 can include three Remote Hydraulic Control Valves for a greater selection of hydraulically powered implements. For operators, this versatile system translates into a convenient and cost-efficient alternative.



## B. LIVE-INDEPENDENT PTO

The hydraulically activated Live-independent PTO clutch allows both the rear- and mid-PTOs to be independently engaged/disengaged while the tractor is still in motion. And because the lever's located in a convenient position, activating the independent PTO is easy. In addition, a Neutral/Auto Shut-off system and protective flip-up shields are included for total PTO safety and productivity.

## C. TELESCOPIC LOWER LINK ENDS

A wide range of implements can be used with the 3-Point Hitch. Quick and simple hook-ups can be achieved via the standard-equipped telescopic lower link ends.

## MID-PTO (Optional)

Kubota offers a semi-independent Mid-PTO for all Grand L60s that can be used with a variety of performance-matched front-mounted snow blowers or sweeper brooms.

## 4-WHEEL DRIVE

The 4-wheel drive of the Grand L60 provides superior pulling power and traction in almost any working condition. The front-wheel-drive bevel gear delivers a smooth and full-power transfer. Combined with its 55° steering angle and compact differential, the Grand L60's 4-wheel drive gives you the maneuverability and exceptional clearance you need for a wide range of applications.

# FRONT LOADER

With their impressive lifting power, easy-access control lever operation, ultra-fast dump circuits, and simple connectivity, the Grand L60's performance-matched LA555, LA805 and LA1055 front loaders carry their own weight and more.

## LA555/LA805/LA1055 FRONT LOADERS

Designed to match the performance of the Grand L60 Series, our front loaders ensure precise operation and improved productivity. With the standard-equipped front loader valve and lever, the front loaders feature outstanding lift capacity and lift height for an impressive performance with each load. Plus, loader lift and bucket dump cycle speeds are amazingly fast. Optional on the LA805 and LA1055, the quick coupler allows up to 8 hoses to be attached and removed simultaneously\*. The curved boom design matches the hood, and with the hydraulic tubes enclosed, the Grand L60 has a sleek look.

*\*Not available on LA555*

### A. MECHANICAL 2-LEVER QUICK COUPLER (Standard) HYDRAULIC 2-LEVER QUICK COUPLER\* (Optional)

The front loader can also be used with the standard mechanical or optional hydraulic quick coupler attachments, such as buckets, pallet forks and bale spears. Simple to attach and detach, these handy functions don't require the use of tools, saving time and effort.

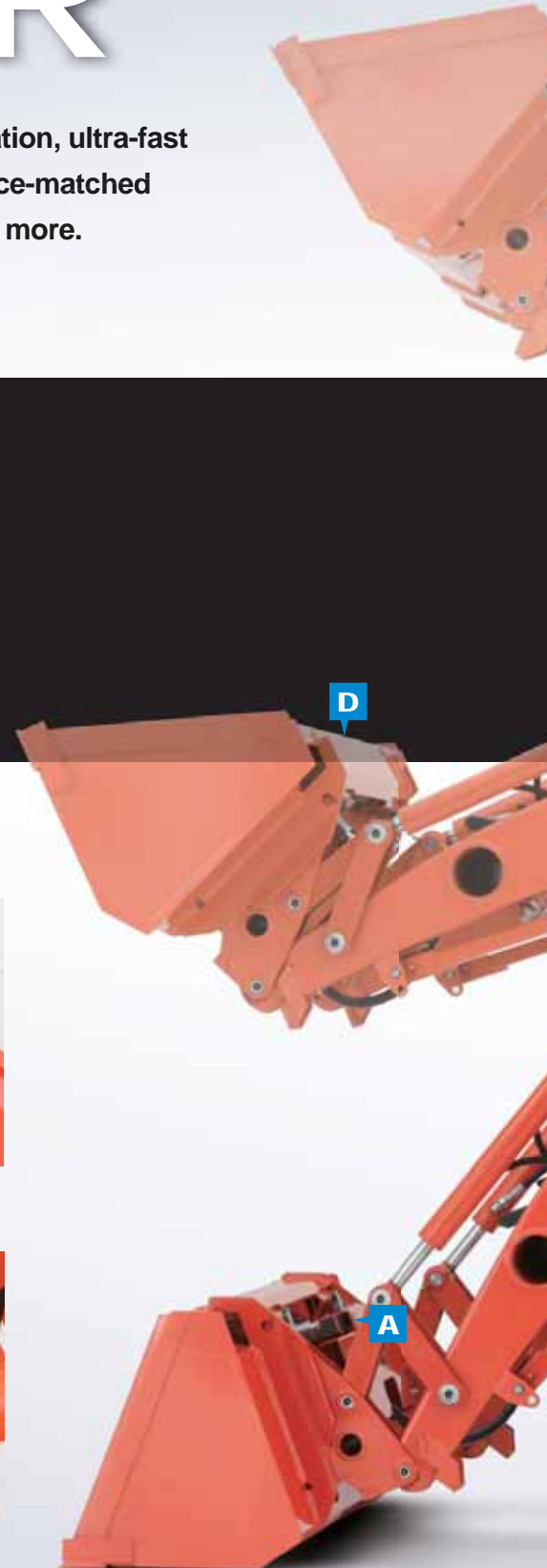
*\*Not available on LA555*



### B. THIRD FUNCTION HOSE QUICK COUPLER\* (Optional)

To broaden the scope and capabilities of your front loader applications, the Grand L60 is available with a third function hose quick coupler to operate attachments such as a 4 in 1 bucket. Attaching and detaching is possible with just a single touch.

*\*Not available on LA555*



### C. NEW ROD INDICATOR

This handy function helps you keep the bucket in a level position at all times, by allowing you to even check the normally hard-to-see raised bucket position.

*\*LA555 equipped only with Grand L40 type rod indicator*



### D. SPILL GUARD\* (OPTIONAL)

The hydraulically controlled spill guard tilts the bucket forward as the loader is raised, thus reducing the spillage of the bucket's contents. This makes filling and dumping easier and increases efficiency.

*\*Not available on LA555*

### E. QUICK ATTACH/DETACH LOADER

This convenient system saves valuable time by letting you attach and detach the loader from the tractor. The mounting pins and hose couplers can be removed from the operator's seat, without tools.

### F. SINGLE-LEVER JOYSTICK



# BACKHOE

## BH77 Backhoe

Our BH77 backhoe is a great solution when you're working in small or restrictive areas. It offers easy attachment and detachment and can dig to depths of 7.6 feet. The BH77 is compatible with the Grand L ROPS models\*.

*\*L3560 ROPS models only.*

## BH92 Backhoe\*

Our new performance-matched BH92 backhoe boasts a new curved boom, designed for digging deeper. This versatile backhoe features a standard thumb bracket for adding an optional hydraulic or mechanical thumb. The BH92 is compatible with the Grand L ROPS and Cab models.

*\* The L3560 model must be equipped with LA805 loader to install BH92 backhoe. (Cannot be installed with LA555 loader.)*



*Note: Shown with optional hydraulic thumb.*

- A. Ample Digging Force
- B. Protected Hoses
- C. Curved Boom
- D. Cast Steel
- E. Optional Hydraulic Thumb
- F. Optional Quick Coupler

## WIDE LEGROOM

Our full-flat deck gives you ample legroom. This makes operation more comfortable and mounting and dismounting the tractor easy.

## HYDRAULIC AND MECHANICAL THUMBS\*

Our optional auxiliary hydraulic control valve and hydraulic thumb give you greater versatility when working with the backhoe. The BH77 and BH92 are equipped with a built-in thumb bracket as standard equipment. An optional six-position mechanical thumb is also available.

*\*Optional hydraulic thumb is only available on BH92.*

## QUICK ATTACH/DETACH

The less time you spend between jobs, the more productive you become. To this end, the BH77 and BH92 are equipped with a quick attach/detach mounting system. This makes attaching or detaching the backhoe a snap. So you can quickly move on to your next job.



# TIRE OPTIONS



Galaxy tire

LSW turf tire

Turf tire

Industrial tire

Agricultural tire

## IMPLEMENT CHART

MODEL	L3560		L4060	L4760	L5060	L5460	L6060
<b>FRONT LOADER</b>	LA555	LA805	LA805	LA1055	LA1055	LA1055	LA1055
<b>MECHANICAL 2-LEVER QUICK COUPLER</b>	STD	STD	STD	STD	STD	STD	STD
<b>SQUARE BACK BUCKET</b>	L2256 (66")	L2235A (72")	L2235A (72")	L2235A (72")	L2235A (72")	L2235A (72")	L2235A (72")
<b>HEAVY DUTY ROUND BACK BUCKET</b>	-	L2296 (72")	L2296 (72")	L2296 (72")	L2296 (72")	L2296 (72")	L2296 (72")
<b>LIGHT MATERIAL BUCKET</b>	L2236 (72")		L2236 (72")	L2236 (72")	L2236 (72")	L2236 (72")	L2236 (72")
<b>PALLET FORK FRAME / PALLET FORK</b>	L2238/ K9048 (36")		L2238/ K9048 (36")	L2238/ K9048 (36") K9058 (42")	L2238/ K9048 (36") K9058 (42")	L2238/ K9048 (36") K9058 (42")	L2238/ K9048 (36") K9058 (42")
<b>BALE SPEAR</b>	L2237		L2237	L2237	L2237	L2237	L2237
<b>HYDRAULIC SPILL GUARD</b>	N/A	L2261	L2261	L2271	L2271	L2271	L2271
<b>3rd FUNCTION VALVE</b>	L2247	L2265	L2265	L2265	L2265	L2265	L2265
<b>HYDRAULIC 2-LEVER QUICK COUPLER</b>	N/A	L2270	L2270	L2270	L2270	L2270	L2270
<b>3rd FUNCTION VALVE &amp; HYDRAULIC 2-LEVER QUICK COUPLER</b>	N/A	L2272	L2272	L2272	L2272	L2272	L2272
<b>SINGLE LEVER VALVE HOSE QUICK COUPLER (4 HOSES)</b>	N/A	L2252	L2252	L2252	L2252	L2252	L2252
<b>SINGLE LEVER VALVE HOSE QUICK COUPLER (8 HOSES)</b>	N/A	L2262	L2262	L2262	L2262	L2262	L2262
<b>THIRD FUNCTION HOSE QUICK COUPLER</b>	N/A	L2260	L2260	L2260	L2260	L2260	L2260
<b>FRONT GRILL GUARD* (FOR NON-LOADER USER)</b>	L2257	L2257	L2257	L2257	L2257	L2257	L2257
<b>BACKHOE</b>	BH77*	BH92	BH92	BH92	BH92	BH92	BH92
<b>ROTARY TILLER</b>	FC1521C BK60C		FC1521C BK60C	FC1521C BK60C	FC1521C BK60C	FC1521C BK60C	FC1521C BK60C
<b>BOX SCRAPER</b>	L7565A (65")		L7576A (72")	L7576A (72")	L7576A (72")	L7576A (72")	L7576A (72")
<b>SNOW BLOWER (FRONT)</b>	L2194A (62")		L2194A (62")	L2194A (62")	L2194A (62")	L2194A (62")	L2194A (62")
<b>SNOW BLOWER (REAR)</b>	BL2664 (64")		BL2674 (74")	BL2674 (74")	BL2674 (74")	BL2674 (74")	BL2674 (74")
<b>FRONT BLADE</b>	L2172A (72") L2184 (84")		L2172A (72") L2184 (84")	L2172A (72") L2184 (84")	L2172A (72") L2184 (84")	L2172A (72") L2184 (84")	L2172A (72") L2184 (84")
<b>FRONT ROTARY SWEEPER</b>	L2162 (60")		L2164 (72")	L2164 (72")	L2164 (72")	L2164 (72")	L2164 (72")

Note:

\*QUICK ATTACH TYPE  
\*L3560 ROPS models only

# SPECIFICATIONS

Model	L3560				L40				
	DT (4WD)	GST (4WD)	HST (4WD)	HSTC (4WD, CAB)	DT (4WD)	GST (4WD)			
<b>Engine</b>	E-TVCS, indirect injection, vertical, liquid-cooled 4-cycle diesel				E-TVCS, indirect injection, vert				
Type									
Engine gross power*	HP (kW)	37.0 (27.6)		42.0					
Engine net power**	HP (kW)	35.0 (26.1)		40.0					
PTO power	HP (kW)	29.5 (22.0)		34.0 (25.4)					
No. of cylinders / Aspiration	3 / Natural with EGR				4 / Natural				
Bore & stroke	in. (mm)	3.4 x 4.0 (87 x 102.4)		3.4 x 4.0					
Total displacement	cu. in. (cc)	111.4 (1826)		148.5					
Rated speed	rpm	2700		2700					
Battery	12V, RC: 133 min, CCA: 582A				12V, RC: 133				
Alternator	12V, 40A		12V, 60A		12V, 40A				
Fuel tank capacity	US gal. (ℓ)	11.2 (51)		11.2					
<b>PTO</b>									
Rear PTO	1 speed: 540 rpm				1 speed:				
Revolution									
Type	Independent		Independent		Independent				
Mid PTO	Option				Opt				
Revolution	1 speed: 2000 rpm				1 speed:				
<b>Hydraulic</b>									
Lift control type: Position	Standard				Stan				
Draft	Option				Opt				
Implement pump	GPM (ℓ/min.)	8.3 (31.5)		9.8 (37.0)					
Power steering pump	GPM (ℓ/min.)	4.9 (18.6)		4.9 (18.6)					
Total hydraulic flow	GPM (ℓ/min.)	13.2 (50.1)		14.7 (55.6)					
3-point hitch	Category I				Cate				
Lift capacity at 24 in. behind lift point	lbs. (kg)	2650 (1200)		2760					
<b>Travelling System</b>									
Transmission	FST 8F / 8R	GST 12F/8R	HST Plus (3 Ranges)		FST 8F/8R	GST 12F/8R			
Steering	Hydrostatic power steering				Hydrostatic po				
Brake	Wet disc type				Wet d				
Clutch	Dry type single stage				Dry type si				
<b>Standard tire size*1</b>	Front	7.2-16		8.3					
	Rear	12.4-24		14.9					
<b>Travel speeds</b>									
No. of speeds (at rated engine speed)	GST <sup>**</sup>				GST <sup>**</sup>				
	12 Forward / 8 Reverse		HST Plus		12 Forward / 8 Reverse				
	Forward Reverse		Forward Reverse		Forward Reverse				
First	Ninth	mph (km/h)	1.0 (1.7)	6.0 (9.6)	1.0 (1.6)	H-DS L L: 2.1 (3.4) L: 1.9 (3.0)	1.0 (1.6)	5.8 (9.3)	0.9 (1.5)
Second	Tenth		1.5 (2.4)	7.2 (11.6)	1.4 (2.3)	M: 4.3 (6.9) M: 3.9 (6.2)	1.4 (2.2)	7.0 (11.2)	1.3 (2.1)
Third	Eleventh		2.0 (3.2)	11.7 (18.8)	2.3 (3.7)	H: 9.9 (15.9) H: 8.9 (14.3)	1.9 (3.0)	11.2 (18.1)	2.3 (3.7)
Fourth	Twelfth		2.4 (3.8)	17.2 (27.7)	3.4 (5.4)		2.2 (3.6)	16.7 (26.8)	3.2 (5.1)
Fifth			2.9 (4.7)		4.8 (7.8)	H-DS H L: 3.5 (5.6) L: 3.2 (5.1)	2.7 (4.4)		4.7 (7.5)
Sixth			3.5 (5.7)		6.8 (11.0)	M: 7.1 (11.5) M: 6.4 (10.3)	3.3 (5.3)		6.6 (10.7)
Seventh			4.2 (6.8)		11.1 (17.9)	H: 16.5 (26.5) H: 14.9 (23.9)	4.1 (6.6)		10.8 (17.3)
Eighth			5.1 (8.2)		16.5 (26.5)		4.9 (8.2)		15.9 (25.6)
<b>Dimensions</b>									
Overall length (w/o 3P)	in. (mm)	115.0 (2920)		121.5					
Overall width (min. tread)	in. (mm)	59.8 (1520)		66.5					
Overall height (w/Foldable ROPS)	in. (mm)	97.2 (2470)		90.6 (2300)					
Wheelbase	in. (mm)	71.1 (1805)		74.6					
Min. ground clearance	in. (mm)	13.5 (342)		14.2					
Tread	Front	(Front tire)	45.5 (1155)		45.5				
		in. (mm)							
	Rear	(Rear tire)	47.2 (1200)		50.6				
		in. (mm)	51.2 (1300)		56.5				
			54.5 (1385)		60.2				
			58.3 (1480)						
Min. turning radius (w/brake, 4WD disengaged)	feet (m)	8.9 (2.7)		8.9					
<b>Weight (with ROPS)</b>	lbs. (kg)	3351 (1520)	3395 (1540)	3494 (1585)	3847 (1745)	3384 (1535) 3428 (1555)			

\* SAE J1995

\*\* SAE J1349

The company reserves the right to change the above specifications without notice. This brochure is for descriptive purposes only. Please contact your local Kubota dealer for warranty information. For your safety, KUBOTA strongly recommends the use of a Rollover Protective Structure (ROPS) and seat belt in almost all applications. Not for sale in Nebraska.

\*1 Kubota offers several tire options.

\*\* Speeds 3, 5, 7 and 9 of the GST are not included in the FST's 8 forward speeds.



60		L4760			L5060	L5460		L6060	
HST (4WD)	HSTC (4WD, CAB)	GST (4WD)	HST (4WD)	HSTC (4WD, CAB)	GST (4WD)	HST (4WD)	HSTC (4WD, CAB)	HST (4WD)	HSTC (4WD, CAB)
ical, liquid-cooled 4-cycle diesel		E-TVCS, indirect injection, vertical, liquid-cooled 4-cycle diesel			E-TVCS, indirect injection, vertical, liquid-cooled 4-cycle diesel	E-TVCS, indirect injection, vertical, liquid-cooled 4-cycle diesel		E-TVCS, indirect injection, vertical, liquid-cooled 4-cycle diesel	
(31.3)		49.0 (36.6)			52.0 (38.8)	56.0 (41.8)		62.0 (46.3)	
(29.8)		47.0 (35.1)			50.0 (37.3)	54.0 (40.3)		60.0 (44.8)	
32.5 (24.2)		41.0 (30.6)	39.5 (29.5)		44.0 (32.8)	46.5 (34.7)		53.0 (39.5)	
with EGR		4 / Natural with EGR			4 / Turbo with EGR	4 / Turbo with EGR		4 / Turbo with EGR	
(87 x102.4)		3.4 x 4.0 (87 x 102.4)			3.4 x 4.0 (87 x 102.4)	3.4 x 4.0 (87 x 102.4)		3.4 x 4.0 (87 x 102.4)	
(2434)		148.5 (2434)			148.5 (2434)	148.5 (2434)		148.5 (2434)	
2600		2700	2600		2700	2600		2700	
min, 582A		12V, RC: 133 min, 582A			12V, RC: 133 min, 582A	12V, RC: 133 min, 582A		12V, RC: 133 min, 582A	
12V, 60A		12V, 40A		12V, 60A	12V, 45A	12V, 45A	12V, 60A	12V, 45A	12V, 60A
(51)		11.2 (51)			11.2 (51)	11.2 (51)		11.2 (51)	
540 rpm		1 speed: 540 rpm			1 speed: 540 rpm	1 speed: 540 rpm		1 speed: 540 rpm	
Independent		Independent	Independent		Independent	Independent		Independent	
ion		Option			Option	Option		Option	
2000 rpm		1 speed: 2000 rpm			1 speed: 2000 rpm	1 speed: 2000 rpm		1 speed: 2000 rpm	
dard		Standard			Standard	Standard		Standard	
ion		Option			Option	Option		Option	
9.4 (35.6)		9.8 (37.0)	9.4 (35.6)		9.8 (37.0)	9.4 (35.6)		9.4 (35.6)	
4.7 (17.9)		4.9 (18.6)	4.7 (17.9)		4.9 (18.6)	4.7 (17.9)		4.7 (17.9)	
14.1 (53.5)		14.7 (55.6)	14.1 (53.5)		14.7 (55.6)	14.1 (53.5)		14.1 (53.5)	
gory I		Category I			Category I & II	Category I & II		Category I & II	
(1250)		2760 (1250)			2980 (1350)	2980 (1350)		2980 (1350)	
HST Plus (3 Ranges)		GST 12F/8R	HST Plus (3 Ranges)		GST 12F/8R	HST Plus (3 Ranges)		HST Plus (3 Ranges)	
wer steering		Hydrostatic power steering			Hydrostatic power steering	Hydrostatic power steering		Hydrostatic power steering	
sc type		Wet disc type			Wet disc type	Wet disc type		Wet disc type	
ngle stage		Dry type single stage			Dry type single stage	Dry type single stage		Dry type single stage	
-16		8.3-16			9.5-16	9.5-16		9.5-16	
-24		14.9-24			14.9-26	14.9-26		14.9-26	
HST Plus		GST <sup>42</sup>		HST Plus		GST <sup>42</sup>		HST Plus	
Forward	Reverse	12 Forward	8 Reverse	Forward	Reverse	12 Forward	8 Reverse	Forward	Reverse
H-DS L L: 2.1 (3.4)	L: 1.9 (3.1)	1.0 (1.6)	5.8(9.3)	0.9 (1.5)	H-DS L L: 2.1 (3.4)	L: 1.9 (3.1)	0.9 (1.5)	5.5 (8.8)	0.9 (1.4)
M: 4.3 (7.0)	M: 3.9 (6.3)	1.4 (2.2)	7.0(11.2)	1.3 (2.1)	M: 4.3 (7.0)	M: 3.9 (6.3)	1.3 (2.1)	6.6 (10.6)	1.2 (2.0)
H: 10.1 (16.2)	H: 9.0 (14.5)	1.9 (3.0)	11.2(18.1)	2.1 (3.4)	H: 10.1 (16.2)	H: 9.0 (14.5)	1.7 (2.8)	10.8 (17.3)	2.1 (3.3)
		2.2 (3.6)	16.7(26.8)	3.2 (5.1)			2.1 (3.4)	15.8 (25.5)	3.0 (4.8)
H-DS H L: 3.5 (5.7)	L: 3.2 (5.2)	2.7 (4.4)	4.7 (7.5)	H-DS H L: 3.5 (5.7)	L: 3.2 (5.2)	2.6 (4.2)	4.5 (7.2)	H-DS H L: 3.6 (5.8)	L: 3.2 (5.2)
M: 7.3 (11.7)	M: 6.5 (10.5)	3.3 (5.3)	6.6 (10.7)	M: 7.3 (11.7)	M: 6.5 (10.5)	3.2 (5.1)	6.3 (10.2)	M: 7.3 (11.8)	M: 6.6 (10.6)
H: 16.8 (27.0)	H: 15.1 (24.3)	4.1 (6.6)	10.8 (17.3)	H: 16.8 (27.0)	M: 15.1 (24.3)	3.9 (6.2)	10.3 (16.5)	H: 16.8 (27.1)	H: 15.2 (24.4)
		4.9 (7.9)	15.9 (25.6)			4.7 (7.5)	15.1 (24.3)		
(3085)		121.5 (3085)			126.4 (3210)	126.4 (3210)		126.4 (3210)	
(1690)		66.5 (1690)			67.3 (1710)	67.3 (1710)		67.3 (1710)	
91.1 (2315)		97.6 (2480)		91.9 (2335)	98.0 (2490)	98.0 (2490)	92.5 (2350)	98.0 (2490)	92.5 (2350)
(1895)		74.6 (1895)			75.4 (1915)	75.4 (1915)		75.4 (1915)	
(360)		14.2 (360)			15.4 (392)	15.2 (392)		15.2 (392)	
(1155)		51.2 (1300)			52.8 (1340)	52.8 (1340)		52.8 (1340)	
(1285)		50.6 (1285)			52.2 (1325)	52.2 (1325)		52.2 (1325)	
(1435)		56.5 (1435)			56.3 (1430)	56.3 (1430)		56.3 (1430)	
(1530)		60.2 (1530)							
(2.7)		8.9 (2.7)			9.2 (2.8)	9.2 (2.8)		9.2 (2.8)	
3527 (1600)	4023 (1825)	3472 (1575)	3571 (1620)	4068 (1845)	3924 (1780)	4023 (1825)	4376 (1985)	4023 (1825)	4376 (1985)

## Front Loader Specifications

Model		LA555	LA805	LA1055
Maximum Lift Height (Pivot pin)	in. (mm)	92.9 (2359)	105.0 (2668)	112.7 (2862)
Clearance with Attachment Dump	in. (mm)	72.4 (1838)	80.4 (2042)	87.4 (2219)
Reach @ Maximum Height	in. (mm)	28.4 (721)	23.7 (601)	26.5 (673)
Maximum Dump Angle	deg.	40	42	46
Reach with Attachment on Ground	in. (mm)	65.3 (1659)	72.3 (1836)	77.8 (1976)
Maximum Rollback Angle	deg.	33	41	42
Digging Depth (When Bucket is level)	in. (mm)	8.4 (213)	4.7 (120)	6.9 (174)
Overall Height in Carry Position	in. (mm)	49.3 (1251)	54.6 (1386)	57.2 (1454)
Square Bucket Width / Struck Capacity	in. (mm)/cu.ft (m <sup>3</sup> )	66 (1675) / 8.1 (0.23)	72 (1830) / 10.9 (0.31)	72 (1830) / 10.9 (0.31)
Lift Capacity (Pivot pin)	lbs. (kg)	1190 (540)	1720 (780)	2361 (1071)
Lift Capacity (500mm forward)	lbs. (kg)	899 (408)	1292 (586)	1784 (809)
Breakout Force (500mm forward)	lbs. (N)	1955 (8697)	2554 (11362)	3171 (14107)
Raising Time to Full Height without Load	sec.	2.7	3.2	4.1
Lowering Time without Load (powerdown)	sec.	2.2	2.0	3.9
Attachment Rollback Time	sec.	1.6	1.9	2.5
Attachment Dumping Time	sec.	1.3	1.3	2.6
Rated Flow	l/m (GPM)	31.5 (8.3)	37.0 (9.8)	37.0 (9.8)
Relief Valve PSI	psi (kg/cm <sup>2</sup> )	2560 (180)	2630 (185)	2630 (185)
Specs taken from		L3560	L4060	L6060

## Backhoe Specifications

Model		BH77	BH92
Digging Depth	in. (mm)	91.0 (2311)	109.8 (2789)
Swing Arc	deg.	180	180
Loading Height	in. (mm)	64.4 (1636)	84.3 (2141)
Reach from Centerline of Swing Pivot	in. (mm)	120.5 (3060)	150.4 (3819)
Reach from Centerline of Rear Axle	in. (mm)	160.6 (4079)	192.3 (4885)
Transport Height	in. (mm)	80.4 (2042)	100.1 (2542)
Bucket Rotation	deg.	182	180
Transport Overhang	in. (mm)	43.9 (1114)	54.0 (1371)
Undercut from Centerline	in. (mm)	25.8 (656)	20.1 (511)
Hydraulic Stabilizer Spread, Down	in. (mm)	67.6 (1717)	92.0 (2336)
Hydraulic Stabilizer Spread, Up	in. (mm)	51.8 (1315)	69.2 (1758)
Digging Force Using Bucket Cylinder	lbs. (kg)	3339 (1514)	4548 (2063)
Digging Force Using Dipperstick Cylinder	lbs. (kg)	2097 (951)	2698 (1224)
Bucket Sizes		10", 12", 16", 24"	12", 16", 24", 30", 36"
Specs Taken from		L3560	L6060

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 Western Division: 1175 S. Guild Ave., Lodi, CA 95240 Tel (209) 334-9910  
 Central Division: 14855 FAA Boulevard, Fort Worth, TX 76155 Tel (817) 571-0900  
 Northern Division: 6300 at One Kubota Way, Groveport, OH 43125 Tel (614) 835-1100  
 Southeast Division: 1025 Northbrook Parkway, Suwanee, GA 30024 Tel (770) 995-8855

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**AGENDA ITEM SUMMARY**

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**TO:** Mayor Bennett and Council  
**FROM:** Jared Cobb, City Administrator  
**DATE:** April 13, 2019  
**SUBJECT:** Standby Generator Procurement

- DISCUSSION**
- ACTION**
- RESOLUTION**
- ORDINANCE**
- PROCLAMATION**
- REPORT**

**SUMMARY:**

Public Works had all standby generators serviced after the last snow storm. Unfortunately, the generator at the Lift Station has failed. A mobile generator has been wired temporarily until the fixed generator can be replaced. Staff is requesting funds to purchase a 22-kW propane generator as a permanent replacement. Propane generators burn more cleanly and require less maintenance.

**FISCAL IMPACT:**

Funds are available within the FY 2018/19 Sewer Fund Budget.

**COURSES OF ACTION:**

1. Motion to approve the purchase and installation of a standby generator in an amount not to exceed \$15,000.
2. No action.

**RECOMMENDATION:**

Staff is currently soliciting quotes. Due to the recent storm, propane generators are in high demand and the lead time for installation is 1-2 months. To limit delay and reduce costs from the monthly generator rental, staff requests authorization for the purchase and installation of a standby generator in an amount not to exceed \$15,000.

**ATTACHMENTS:**

None.

**AGENDA ITEM SUMMARY**

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**TO:** Mayor Bennett and Council  
**FROM:** Jared Cobb, City Administrator  
**DATE:** April 13, 2019  
**SUBJECT:** Lane County Striping Agreement

- DISCUSSION**
- ACTION**
- RESOLUTION**
- ORDINANCE**
- PROCLAMATION**
- REPORT**

**SUMMARY:**

The City's striping agreement with Lane County expires June 30, 2019. This agreement provides street striping services when requested by the City. As an example, this is the contract that was used to stripe the speed humps in 2017.

**FISCAL IMPACT:**

Individual projects are budgeted out of the Street Fund.

**COURSES OF ACTION:**

1. Motion to approve the Intergovernmental Agreement for Striping Services with Lane County.
2. No action.

**RECOMMENDATION:**

Motion to approve the Intergovernmental Agreement for Striping Services with Lane County.

**ATTACHMENTS:**

1. Intergovernmental Agreement for Striping Services 2019-2022 City of Lowell and Lane County



# LANE COUNTY

## INTERGOVERNMENTAL AGREEMENT FOR STRIPING SERVICES 2019-2022 CITY OF LOWELL AND LANE COUNTY

This Agreement is entered into by and between Lane County, a political subdivision of the State of Oregon ("County"), and City of Lowell, an Oregon unit of local government ("Agency"), referred to collectively in this Agreement as the parties.

County and Agency agree as follows:

### 1. RECITALS

- 1.1 ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform.
- 1.2 The parties have determined that it is in their mutual interest for County to perform certain functions for Agency on a reimbursement basis.
- 1.3 The parties desire to enter into an agreement whereby County will furnish personnel and equipment for the striping of certain streets within the City of Lowell jurisdiction.

### 2. SCOPE OF AGREEMENT.

#### 2.1 County shall:

- .1 Furnish equipment, materials, and personnel to perform street striping services as requested by Agency.
- .2 Provide one invoice to Agency at the end of each fiscal year for services provided during that period of time.

#### 2.2 Agency shall:

- .1 Provide a prioritized list of city streets in need of striping to the Lane County Shop Supervisor. It is understood by the parties that County may be unavailable to provide services to Agency during certain times due to County project scheduling and workloads.
- .2 Reimburse County for all costs incurred each fiscal year within 30 days of receipt of invoice.

#### 2.3 Both Parties Agree:

- .1 County will employ standard operating and safety procedures while providing striping services to Agency. In the event those procedures are followed and a paint damage claim is filed, Agency will be responsible for the claims management and for the payment of any damages from any such claim.

### 3. DOCUMENTS FORMING THE AGREEMENT

3.1 The Agreement. The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement.

3.2 Exhibits. With this document, the following exhibits are incorporated into the Agreement:  
None

**4. CONSIDERATION AND PAYMENT**

- 4.1** In consideration for Agency's performance under this Agreement, County shall:  
Provide one invoice to City at the end of each fiscal year for services provided during that period of time.
- 4.2** In consideration for County's performance under this Agreement, Agency shall:  
Reimburse County for all costs incurred each fiscal year within 30 days of receipt of invoice.
- 4.3** Both Parties Agree:  
The cost of street striping services to be provided by County will not exceed \$10,000.00 for the life of this agreement. In the event that this consideration is not sufficient to continue and both parties mutually agree, an amendment to this Agreement will be executed within terms mutually agreeable to both parties.

**5. EFFECTIVE DATE AND DURATION**

- 5.1** Effective Date. Upon the signature of all parties, this Agreement is effective July 1, 2019.
- 5.2** Duration. Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate June 30, 2022. However, such expiration shall not extinguish or prejudice either party's right to enforce this agreement with respect to any breach or default in performance which has not been cured.

**6. AUTHORIZED REPRESENTATIVES.** Each of the parties designates the following individuals as their authorized representatives for administration of this Agreement. Any notice required under this Agreement must be addressed to the authorized representative stated here. A party may designate a new authorized representative by written notice to the other.

- 6.1 County's Authorized Representative.** Scott Leatham, Sign Shop Supervisor, 541-682-6937, 3040 N Delta Hwy, Eugene, OR 97408, [scott.leatham@co.lane.or.us](mailto:scott.leatham@co.lane.or.us)
- 6.2 Agency's Authorized Representative.** Jared Cobb, City Administrator, 541-937-2157, 107 East Third St., Lowell, OR 97452, [jcobb@ci.lowell.or.us](mailto:jcobb@ci.lowell.or.us)

**7. INDEMNIFICATION.** To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, and to the extent otherwise provided for in private contracts of insurance, each party agrees to indemnify, defend, and hold the other and its officers, employees, or agents, harmless from all damages, losses and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement. No party to this Agreement will be required to indemnify or defend the other party for any liability arising solely out of wrongful acts of another party, or that party's own officers, employees, or agents.

**8. MODIFICATION AND TERMINATION.** No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties. The parties may jointly agree to terminate this Agreement at any time by written agreement.

**9. MISCELLANEOUS PROVISIONS**

- 9.1** Disputes. The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

- 9.2** Waiver. Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
- 9.3** Severability. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 9.4** Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Agreement.
- 9.5** No Third-Party Beneficiaries. County and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.
- 9.6** Headings. The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.
- 9.7** Force Majeure. Neither party will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.
- 9.8** Multiple Counterparts. This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.
- 9.9** Merger. This Agreement contains the entire agreement of County and Agency with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**AGENCY:**

CITY OF LOWELL

**COUNTY:**

LANE COUNTY, OREGON

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

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

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

Title: Dan Hurley, Public Works Director

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

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

Address:

Lane County Public Works  
3040 N Delta Hwy  
Eugene, Oregon 97408

\_\_\_\_\_

\_\_\_\_\_



**AGENDA ITEM SUMMARY**

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**TO:** Mayor Bennett and Council  
**FROM:** Jared Cobb, City Administrator  
**DATE:** April 13, 2019  
**SUBJECT:** Lane County Special Events Agreement

- DISCUSSION**
- ACTION**
- RESOLUTION**
- ORDINANCE**
- PROCLAMATION**
- REPORT**

**SUMMARY:**

Historically, the City has been required to submit a special event permit to Lane County for the Blackberry Jam Festival Parade for their review and approval. Due to the growth of the Festival, and desire to close North Shore Drive, Lane County has recommended an intergovernmental agreement that allows the City to issue special event permits. This would apply to the BBJ and any other event hosted by the City or another organization. As is currently the case, the City will still be required to provide insurance and traffic control.

**FISCAL IMPACT:**

None.

**COURSES OF ACTION:**

1. Motion to approve the intergovernmental agreement with Lane County for Right of Way Special Event Permits.
2. No action.

**RECOMMENDATION:**

Motion to approve the intergovernmental agreement with Lane County for Right of Way Special Event Permits.

**ATTACHMENTS:**

1. Intergovernmental Agreement Right of Way Special Event Permits with Lane County



## **INTERGOVERNMENTAL AGREEMENT**

### **RIGHT OF WAY SPECIAL EVENT PERMITS**

#### **LANE COUNTY – CITY OF LOWELL**

This Agreement is entered into by and between Lane County, a political subdivision of the State of Oregon (“County”), and the City of Lowell, an Oregon municipal corporation (“City”), referred to collectively in this Agreement as "the parties". County and City agree as follows:

#### **RECITALS**

- A. ORS 190.010 and the Lane County Home Rule Charter provide that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform.
- B. County and City recognize a need to meet requirements to safeguard public welfare and to increase efficiencies in the vicinity of City by cooperating for the coordination and permitting of special events involving the use of County right-of-way for City-related events.

#### **AGREEMENT**

##### **1. DEFINITIONS.**

- 1.1 "Special event" means any planned activity or group event, including but not limited to parades, festivals, films and recording, bicycle races or rides, and foot races or runs, that makes use of, alters, or impacts the use of County right of way by vehicles, pedestrians, utilities, or public services.
- 1.2 "Right-of-way" means the entire width dedicated to the public, including paved or unpaved roadway, surface, shoulder, sidewalks, planting, and ditches or other drainage facilities.

##### **2. OBLIGATIONS OF THE PARTIES.**

- 2.1 County delegates to City authority to permit special events in County right-of-way located either within City's Urban Growth Boundary (UGB), or within one County road mile outside the UGB.
- 2.2 City will:
  - .1 Require that each applicant provide:
    - a. A written and signed application, in the form prescribed by County, for special event use of County right-of-way. The completed application must include at a minimum: the applicant's name, contact information, event dates and times, a description of the event, identification of all right-of-way impacted, a route map, and the expected number of participants.
    - b. A traffic control plan that complies with current Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) standards with Oregon supplements.
    - c. Proof of such insurance as City determines appropriate for the particular special event.



- .2 Review and approve or deny each application received in a timely manner, and require in its approval such conditions as City determines necessary to ensure:
  - a. Reasonable safety for event participants, spectators and other roadway users,
  - b. Clean-up of the road and right-of-way after the event, and
  - c. The traffic control plan is implemented prior to the start of the event.
- .3 If City determines that reasonable safety requires the presence of uniformed law enforcement personnel, City shall ensure that such personnel are provided by applicant or by City. The Lane County Sheriff's Office will not be required to provide law enforcement presence or first response for City-permitted special events.
- .4 Provide a complete copy of each approved permit to County's Public Works Department and Sheriff's Office a minimum of two weeks prior to the event date, by email or fax to the addresses given below.

### **3. EFFECTIVE DATE AND DURATION**

- 3.1 Effective Date. Upon the signature of all parties, this Agreement is effective.
- 3.2 Duration. Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate June 30, 2021. However, such expiration shall not extinguish or prejudice either party's right to enforce this agreement with respect to any breach or default in performance which has not been cured.

### **4. INDEMNIFICATION**

To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, and to the extent otherwise provided for in private contracts of insurance, City agrees to indemnify, defend, and hold County, its commissioners, agents, officers and employees, harmless from all damages, losses and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from a special events permit issued under this Agreement. No party to this Agreement will be required to indemnify or defend the other party for any liability arising solely out of wrongful acts of its own officers, employees or agents.

### **5. MODIFICATION AND TERMINATION**

- 6.1 Modification. No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties.
- 6.2 Termination. Either party may terminate this Agreement upon 10 days' notice to the other party.

### **6. DISPUTES**

The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.



## 7. MISCELLANEOUS PROVISIONS

7.1 Notices. Notices required under this Agreement shall be given as follows:

.1 Notices to County:

Lane County Public Works

Jennifer Paugh  
Engineering Associate  
jennifer.paugh@co.lane.or.us  
Fax: 541-682-6922

Lane County Sheriff's Office

Jonna Hill  
Support Services Manager  
jonna.hill@co.lane.or.us  
fax: 541-682-2366

.2 Notices to City:  
City of Lowell

Jared Cobb  
City Administrator\_  
[jcobb@ci.lowell.or.us](mailto:jcobb@ci.lowell.or.us)  
fax: 541-937-2936

7.2 Merger. This Agreement contains the entire agreement of the County and the Agency with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings.

7.3 Waiver. Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.

7.4 Severability. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

7.5 Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Agreement.

7.6 Binding on Successors and Assigns. The provisions of this Agreement are binding upon and inure to the benefit of the parties to this Agreement, their respective successors, and assigns.

7.7 No Third-Party Beneficiaries. The County and the Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.

7.8 Force Majeure. Neither party will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.



7.9 Multiple Counterparts. This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

CITY:

COUNTY:

CITY OF LOWELL

LANE COUNTY, OREGON

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

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

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

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

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

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

City of Lowell  
107 East Third Street  
Lowell, OR 97452

Lane County, Public Service Building  
125 E. 8th Avenue  
Eugene, Oregon 97401

**AGENDA ITEM SUMMARY**

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**TO:** Mayor Bennett and Council  
**FROM:** Jared Cobb, City Administrator  
**DATE:** April 13, 2019  
**SUBJECT:** ODOT Small City Allotment Grant

- DISCUSSION**
- ACTION**
- RESOLUTION**
- ORDINANCE**
- PROCLAMATION**
- REPORT**

**SUMMARY:**

Last fall the City was awarded a \$100,000 grant to resurface East Main Street from Pioneer Street to Moss Street. The grant agreement has been received and reviewed by the City Attorney, Anne Davies. A copy of the agreement is attached for review and consideration by the City Council.

**FISCAL IMPACT:**

The estimated match of \$12,805 will be included in the FY 2019/20 Street Fund budget.

**COURSES OF ACTION:**

1. Motion to approve the 2019 Small City Allotment Agreement and authorize the Mayor and Council President to sign the agreement.
2. No action.

**RECOMMENDATION:**

Motion to approve the 2019 Small City Allotment Agreement and authorize the Mayor and Council President to sign the agreement.

**ATTACHMENTS:**

1. 2019 Small City Allotment Agreement

A051-G041918

2019 SMALL CITY ALLOTMENT AGREEMENT  
East Main Avenue - Paving Project  
City of Lowell

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" and City of Lowell, acting by and through its elected officials, hereinafter referred to as "Agency," each herein referred to individually as "Party" and collectively as "Parties."

**RECITALS**

1. E. Main Street is part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.800 and 366.805, there has been withdrawn from State Highway Funds appropriated for allocation to cities of the State of Oregon the sum of \$2,500,000 and an additional \$2,500,000 available to the Oregon Department of Transportation from the State Highway Fund. These sums have been set up in a separate account to be administered by the Department of Transportation for the Small City Allotment (SCA) Program ("the Account"). The \$5,000,000 shall be allotted each year by State for use upon streets that are not a part of the state highway system, that are within cities with populations of 5,000 or fewer persons, and that are inadequate for the capacity they serve or are in a condition detrimental to safety. No single project may receive more than \$100,000 in SCA funds.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. By the authority granted in ORS 366.805(2), Agency has requested monies from the Account for E. Main Avenue: Pioneer Street to S. Moss Street hereinafter referred to as "Project." Said Project improvements shall consist of grind, asphalt overlay and crack sealing. Agency acknowledges that such Project improvements funded under this Agreement may trigger other Agency responsibilities under the Americans with Disabilities Act. Agency agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Agency Obligations, Paragraph 15. The total estimated cost of this Project is \$112,805.00.

## **IGA No. 33174**

2. State has considered Agency's request for the Project and has determined that this Project is eligible for funding under the Small City Allotment (SCA) Program.
3. The Parties hereto mutually agree and understand that the cost of the Project will be paid for with SCA funds and by Agency as follows:
  - a. SCA funds will pay for eligible Project costs up to an amount not to exceed \$100,000.00.
  - b. Agency shall pay all Project costs in excess of the SCA funds.
  - c. State may, upon request by Agency after execution of this Agreement, and upon receipt and review of the Project plans and specifications, advance to Agency 50% of the Award Amount, not to exceed \$25,000 in SCA funds.
  - d. Only expenses incurred after the Effective Date of this Agreement are eligible for reimbursement with SCA funds.
  - e. To qualify for reimbursement, each expenditure must be an Eligible Project Cost. Eligible Project Costs are documented costs of preliminary engineering and construction engineering services performed by the Agency or the Agency's consultant in performance of the Project, after the effective date of this Agreement, and that comply with the requirements of Article IX, Section 3a of the Oregon Constitution.
4. The term of this Agreement will begin on the date all required signatures are obtained herein referred to as "Effective Date" and will terminate two (2) years following the Effective Date unless extended by an executed amendment.

## **AGENCY OBLIGATIONS**

1. Agency shall conduct all right of way activities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, Federal-Aid Policy Guide, Code of Federal Regulations (CFR) and the ODOT Right of Way Manual, and Title 23 CFR Part 710 and Title 49 CFR Part 24.
2. Agency shall, at its own expense, acquire all right of way. Right of way may be acquired by State on behalf of Agency (by consultants or State) at Agency's choice. If State performs the acquisition, a right of way services agreement shall be executed setting forth the responsibilities of each party.
3. Agency shall, at its own expense, adjust, reconstruct, and relocate utility installations, as necessary for the Project.
4. Agency shall prepare, or cause to be prepared, the plans and specifications for the Project, advertise the Project, contract the work, perform the construction engineering, and make the necessary contract payments.



**IGA No. 33174**

5. If work will occur on or along the state highway, Agency shall obtain a miscellaneous permit to occupy State right of way through the State's District Permitting Office prior to the commencement of construction.
6. If Agency enters into a contract for performance of Project work on or along a State highway, then Agency will require its contractor to provide the following:
  - a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
  - b. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
  - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than;  **\$1,000,000**  **\$2,000,000**  **\$5,000,000** for each job site or location. Each annual aggregate limit shall not be less than  **\$1,000,000**  **\$2,000,000**  **\$4,000,000**  **10,000,000**.
  - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
  - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
  - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.

## IGA No. 33174

7. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Agency shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic control device to be installed.
8. Agency shall enter into a separate traffic signal agreement with State to cover obligations for any traffic signal being installed on a state highway.
9. Agency shall ensure its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on State highways. The State District Permitting Office shall verify compliance with this requirement prior to construction. The permit fee should also cover the State electrician's supplemental inspection.
10. Upon completion of the Project and at its own expense, Agency shall maintain the pavement surrounding the vehicle detector loops installed in the Agency's street(s), if any, in such a manner as to provide adequate protection for said detector loops. Failure to do so may result in State requiring Agency to repair or replace the damaged loops at Agency's expense. Future Agency roadwork activities involving the detector loops may also result in the same State requirements. Agency shall also adequately maintain any pavement markings and signing installed, in accordance with the approved signal plan sheets for the signal installation or current Manual on Uniform Traffic Control Devices standards.
11. Agency shall, during the course of the work, accumulate and retain documentation of all Project costs.
12. Agency shall, upon completion of Project, certify to State that Project is complete and in substantial conformance with the plans and controlling specifications.
13. Agency shall, no later than ninety (90) days after the completion of the Project or the Termination Date, whichever occurs earlier, submit an invoice for the remaining eligible costs of Project which, when added to any amount previously advanced by State, shall not exceed the actual total cost of Project or \$100,000.00, whichever is less. Such invoices shall be on Agency letterhead and shall identify the Project, Agreement number, Project start and end dates and itemize all expenses for which reimbursement is claimed, as well as provide a detailed breakdown of Project Costs expended and funds reimbursed to date. Upon request by ODOT, Agency shall provide to ODOT proof of payment and backup documentation supporting Agency's invoice.
14. Agency shall, at its own expense, maintain, operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. State and Agency agree that the useful life of this Project is defined as 7 years.

## IGA No. 33174

Maintenance and power responsibilities shall survive any termination of this Agreement. If Project is canceled by Agency after Agency has received payment of any SCA funds from State, or not completed within the time requirements or in accordance with the terms of this Agreement, Agency shall immediately repay to State the full amount of SCA funds received by Agency.

### 15. **Americans with Disabilities Act Compliance:**

#### a. **State Highway: For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):**

- i. Agency shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
- ii. Agency shall follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
- iii. At Project completion, Agency shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>

- iv. Agency shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
- v. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability

organizations at least 10 days prior to the start of construction, to the greatest extent possible.

b. **Local Roads: For portions of the Project located on Agency roads or facilities that are not on or along a state highway:**

- i. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
- ii. Agency may follow its own processes or may use ODOT's processes for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>;

Additional ODOT resources are available at:

<http://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

ODOT has made its forms, processes, and resources available for Agency's use and convenience.

- iii. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
  - iv. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction, to the greatest extent possible.
- c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
- i. Pedestrian access is maintained as required by the ADA,

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- ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
  - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
  - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this section shall survive termination of this Agreement.
16. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
17. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
18. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
19. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency,

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under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

20. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.
21. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
22. Agency's Project Manager for this Project is Jared Cobb, City Administrator, 107 E Third St, Lowell, OR 97452, (541)937-2157 or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **STATE OBLIGATIONS**

1. State shall administer the funds in the SCA Account in the following manner:
  - a. At Agency's request, State may, upon execution of this Agreement, and after receipt and review of the Project plans and specifications, forward to the Agency an advance payment of 50% of the Award Amount, not to exceed \$25,000.
  - b. State shall make final payment to Agency for all remaining eligible Project costs upon satisfactory final review of the Project, and after receipt of the certification of acceptance of work by the Agency accompanied by documentation of all Project costs. Total payments to Agency, including any advance deposit

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payment, shall not exceed the actual total cost of the Project or \$100,000.00, whichever is less.

2. State's Project Manager for this Project is Shelly White-Robinson, Special Program Coordinator, 3700 SW Philomath Blvd, Corvallis, OR 97333, (541)757-4199 or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

### **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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5. With respect to a Third Party Claim for which the State is jointly liable with Agency (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if the State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits; if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if



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made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**SIGNATURE PAGE TO FOLLOW**

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**THE PARTIES**, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on November 15, 2018, by the Program and Funding Services Manager.

**City of Lowell**, by and through its elected officials

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL (If required in Agency's process)**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**  
Jared Cobb  
City Administrator  
107 E Third St  
Lowell, OR 97452  
(541)937-2157  
jcobb@ci.lowell.or.us

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_  
Jerri Bohard, TDD Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
State Traffic Roadway Engineer

Date \_\_\_\_\_

**State Contact:**  
Shelly White-Robinson  
Special Program Coordinator  
3700 SW Philomath Blvd  
Corvallis, OR 97333  
(541)757-4199  
Shelly.white-robinson@odot.state.or.us