

Lowell City Council
Special Meeting and Work Session Agenda
Tuesday, July 2, 2019 at 7:00 P.M.
Maggie Osgood Library, 70 N. Pioneer Street

Special Meeting

Special Meetings are called to discuss and consider items that may be time sensitive. Members of the public are invited to attend to observe, ask questions, and provide input. The concurrence of a majority of the members of the council present is required to decide any question before the council.

Call to Order/Roll Call/Pledge

Councilors: Mayor Bennett ____ Angelini ____ Harris ____ Stratis ____ Dragt ____

Approval of Agenda

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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Old Business: None

New Business:

1. OLCC Special Event License Application – Discussion/Possible Action

Other Business

Mayor Comments

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

Adjourn

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

BBJ Festival

OLCC Licensed Area

Legend

- ★ Band Only Entrance
- 🍷 Beer/Wine Serving Area
- 🛍️ Craft/Commercial
- ★ Entrance
- 🚧 Fencing
- 🌿 Food Vendors
- 🎮 Horeshoes
- 📄 Information Booth
- 👶 Kids Activities
- 🚻 Restrooms



Work Session (immediately following Special Meeting)

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

Call to Order/Roll Call

Councilors: Mayor Bennett ____ Angelini ____ Harris ____ Stratis ____ Dragt ____

Work Session Topic(s)

1. Main Street Preservation Project
2. Accounting Services Agreement
3. Oakridge Law Enforcement Agreement
4. Code Enforcement Procedures
5. Employee Pay Scale
6. Blackberry Jam Festival Parade
7. Building Permit Report

Adjourn

Engineer's Estimate

Client: City of Lowell Project: Pavement Preservation East Main Avenue Project #: Updated: 6/28/2019 Prepared By: MKC					
ROADWAY					
Item	Description	Unit	Est. Quantity	Unit Amount	Total
1	Mobilization - Bonds & Insurance (10%)	ls	1	\$ 6,736.85	\$ 6,736.85
2	Construction Facilities & Temporary Controls (5%)	ls	1	\$ 3,368.43	\$ 3,368.43
3	Demolition & Site Preparation (7%)	ls	1	\$ 4,715.80	\$ 4,715.80
Demolition					
4	Cold Pane/Grind Pavement Removal (2 inches deep)	sy	2331	\$ 3.00	\$ 6,992.00
5	Over Excavate Deep Patches 6"	sy	123	\$ 25.00	\$ 3,066.67
Roadway Improvements					
7	Surface Treatments (seal cracks)	sy	2331	\$ 3.00	\$ 6,992.00
8	Deep Patching at Driveways (5% of street) includes saw cutting, geo fabric, backfill and AC	ls	1	\$ 3,373.33	\$ 3,373.33
9	2" AC Pavement Overlay- Level 3	sy	2331	\$ 14.00	\$ 32,629.33
10	Clean Pavement Surface and Apply Top Coat Per 00730 ODOT	sy	2453	\$ 5.00	\$ 12,266.67
Striping					
11	12" Thermoplastic 12' Stop Bar and 34' Crosswalk	lf	46	\$ 11.00	\$ 506.00
12	4" White Dotted Line Per ODOT TM500 WD	lf	695	\$ 1.50	\$ 1,042.50
13	Landscape Restoration & Cleanup	ls	1	\$ 500.00	\$ 500.00
Construction Subtotal					\$ 82,189.57
Contingency			20%		\$ 16,437.91
Engineering: Including Project Management, Design and Bid Phase Support					\$ 19,820.00
Administrative			5%		\$ 4,109.48
Total Project Cost					\$ 122,556.96



Engineering Services, Inc.
213 Water Ave. NW, Ste. 100
Albany, OR 97321
p 541.223.5130

May 28, 2019

ENGINEERING SCOPE OF SERVICES

To: Jared Cobb, City Administrator – City of Lowell

From: Matt Wadlington, Regional Manager – Civil West Engineering Services, Inc.
Manda Catterlin, Project Engineer – Civil West Engineering Services, Inc.

RE: **City of Lowell: Main Street Paving Improvements**
Civil West Project Number: TBD

The purpose of this scope of services is to describe the proposed approach, costs, and schedule that Civil West will follow to support the City of Lowell as they undertake the Main Street pavement improvements.

Background Summary

The City of Lowell owns and operates a transportation system that includes roadways, sidewalks, and traffic control devices and other related facilities. In the past, the city has completed minimal maintenance due to the lack of funding available.

The City has identified a need for improvements along Main Street due to the amount of daily traffic that occurs on this street and by the observed pavement failure. In July of 2018, the City completed a geotechnical investigation of this street. In conjunction with the geotechnical review, the City completed a Pavement Preservation Plan (PPP). This plan identifies Main Street as a priority project. The PPP has a preliminary design to address the needed pavements improvements along Main Street.

Improvements to Main Street from Moss Street to Pioneer Street will include a 2" grind and overlay with some isolated sections that will require deep patching. Civil West has prepared a preliminary cost estimate and estimated total project preliminary budget to be around \$119K, this includes engineering and contingency.

Through the Oregon Department of Transportation, Small City Allotment Grant Program, the City has been able to secure funding that is allocated to this project.

The project budget estimates that we have prepared are based on recent local work and unit prices. We feel the budget estimates are adequately conservative and that the City will be able to complete the work on this project with the funds that they have planned for this work.

Goal for the Project

Upon completion, this project will result in the construction of a quality street for the planned section of Main Street, ready for car and bus traffic.

Part A: Scope of Work

The following scope of work describes the tasks, activities, and work that will take place to complete the engineering work associated with this project. The description of each task below is a summary of the estimated process, steps, and procedures that will be required for completion of the work. While there may be many subtasks included within these major task areas, only the major tasks are discussed below.

Main Street Paving Improvements – Proposed Scope of Services

- Task 1 – Project Management and Administrative Services** – This task includes administrative and project management efforts related to the management of this project. This shall include processing of internal paperwork and correspondence between Civil West and the City, coordination on financial matters, directing resources internally, and meeting with staff on routine issues.
- Task 2 – Kickoff Meeting and Data Gathering** – Under this task, key members of our project team will attend a kickoff meeting, with staff from the City to review the project parameters, walk the project, complete a topographic survey, notate the specific needs of each project, and work through the details and data gathering required to prepare plans for the project. We will discuss the City's preferences for materials, workmanship, standards and related details and ensure that we have all the information needed to complete a rapid design process.
- Task 3 – Design/Preparation of Plans** – Civil West will utilize the project survey and the existing City aerial photogrammetry for preparation of plans. The plans will include detailed notations, directives, details, and other information to provide the contractor with a clear picture of the final desired product.
- Task 4 – Bid Documents** – Under this task, we will compile a full set of bid documents, and other necessary documents for a complete project plan set. Bid Documents will be based on the current modified EJCDC documents or City standard bid forms if preferred. Upon completion of this task, the City will have all they need to advertise for bids and select a contractor. It is assumed that the City of Lowell Construction Standards will be used for the construction specifications, unless specific additional specifications are required.
- Task 5 - Bid Phase Support** – This task will include an allowance for obtaining construction bids for the project. This will include answering questions, issuing clarifications and addenda (if required) and participating in or administering the bid opening if requested by the City. We will also review all bids, issue recommendations to award, assist with the contracting process, and finally, issue a notice to proceed to the contractor to begin work.
- Task 6 – Construction Phase Support** - This task will include construction phase support during the construction of the project improvements. This will include a level of construction management support as well as some construction inspection services. The goal of construction phase support will be to ensure that the City gets what they pay for and that the project goes smoothly. We will act as the liaison between the City and the contractor, will process payment requests and change order requests, will perform inspections as well as punch lists with the contractor and the City, and otherwise ensure that the final product meets the terms of the contract. Finally, we will assist with project closeout to prepare record drawings, financial closeouts, and other administrative efforts to close this project. Based on the anticipated relatively quick construction window, we have budgeted just 3 site inspections.

Task 7 - Reimbursable – This task will cover direct reimbursable expenses anticipated for the project. These include travel and per diem costs, reproduction and office expenses, and other reimbursable costs.

- a. Travel costs – We have included an allowance for travel costs for meetings, various site visits to the City for meetings, site visits, and other travel need related to this project.
- b. Publication, reproduction, and office costs – Under this item, we have included a reimbursable allowance to provide the City with copies of any draft and final report(s), plans, contract documents and specifications, including digital deliverables upon request.

Part B: Project Fee Proposal

A summary of the proposed fee schedule is provided below:

Task	Summary of Proposed Engineering Budget:	Budget
1.1	Project Management and Administration	\$1,010.00
1.2	Kickoff Meeting and Data Gathering	\$2,990.00
1.3	Design Services/ Preparation of Plans	\$5,680.00
1.4	Preparation of Technical Specs, bid docs, etc.	\$3,260.00
1.5	Bid Phase Support	\$2,640.00
1.6	Construction Phase Support	\$3,640.00
1.7	Reimbursables	\$600.00
Total Proposed Budget - Phase 1		\$19,820.00

The above budget is considered as a not-to-exceed maximum for the scope of work described and will be billed on a time and materials basis to a maximum. Civil West reserves the right to alter distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by owner. If budget funds go unused, the City will realize the savings.

Part C: Project Schedule

The following schedule, while flexible, is provided as a preliminary schedule for the City to consider.

Proposed Schedule:

1. Authorization to begin work: late-May 2019
2. Kick off meeting & site visits: early-June 2019
3. Field work completed: by late June 2019
4. Ready to Bid: mid-July 2019
5. Contractor NTP: Late July
6. Construction Completion: late September 2019

The schedule shown above is preliminary in nature and may vary depending on a number of issues. This schedule can be modified to meet budgetary and scheduling constraints of the City and their other projects.

We are grateful for this opportunity to provide these services to the City of Lowell. We are prepared to begin work on this important project as soon as we are authorized to do so. Please let me know if you have any questions or if you wish to see any alterations to our proposed approach. If this proposed approach is acceptable, please sign below and return a copy to our office for our records.

Sincerely,
Civil West Engineering Services, Inc.



Matt Wadlington, PE
Willamette Valley Regional Manager

Authorized Representative Signature Accepting Scope of Services

Date

AGREEMENT FOR
FINANCIAL AND ACCOUNTING CONSULTATION SERVICES

THIS AGREEMENT is made as of July 1, 2019, by and between the City of Lowell, Oregon ("City") and Layli A Nichols, a sole proprietor ("Consultant").

RECITALS

- A. This agreement acknowledges that the City has secured the offer of Consultant to perform the accounting and financial services as described herein.
- B. City desires to utilize the services of Consultant as an independent contractor for financial and accounting consultation for the City.
- C. Consultant represents that it is fully qualified to perform such services by virtue of its experience, training and expertise.

NOW THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

- 1. Consultant's Services.
Scope and Level of Services the nature, scope, and level of specific services to be performed by Consultant are as set forth in Exhibit A attached hereto.
- 2. Term of Agreement.
This agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect through June 30, 2020 unless earlier terminated pursuant to section 9.
- 3. Compensation.
City Agrees to compensate Consultant for its services for a total amount of \$12,480.00 for monthly services and \$4,200.00 for Audit Services as outlined in Exhibit A. Monthly services shall be paid in 12 equal installments. Audit Services shall be paid in one lump sum, upon completion. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of the awarded contract of \$16,680.00 unless specifically approved in advance, in writing, by City.
- 4. Notices.
Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile or email before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

City:
City of Lowell
P.O. Box 490
Lowell, OR 97452

Consultant:
Layli A Nichols
535 Spruce Court
Creswell, OR 97426

5. Status as an independent Contractor.

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control of the conduct of Consultant except as set forth in this agreement. Consultant shall not, at any time, or in any manner, represent that it is in any way an employee of City.

6. Assignability; Subcontracting.

Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder, without the prior written consent of City.

7. Compliance with Laws.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Consultant shall be solely responsible for the payment of all taxes, including workers' compensation.

8. Conflict of Interest.

Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Furthermore Consultant shall avoid the appearance of having any interest, which would conflict in any manner with the performance of its services pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with City.

9. Termination.

This contract may be terminated by either City or Consultant in writing by giving five business days' notice to the other party. In the event this Agreement is terminated, Consultant shall be paid for any services properly performed through the last working day the Agreement is in effect.

10. Attorney's Fees.

In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

11. Amendment.

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. Severability.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

13. Exhibits.

All documents referenced as exhibits in this Agreement are hereby incorporated in this agreement.

14. Entire Agreement.

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Consultant. This agreement supersedes all prior oral or written negotiations, representations or agreements.

In witness whereof, the parties have executed this Agreement as of the date first written above.

Jared Cobb, City Administrator

Layli A. Nichols, Consultant

Exhibit A
Scope of Services

Consultant will provide the following services as outlined in below:

Monthly Services

1. Monthly bank reconciliations of the General Checking Account.
2. Quarterly bank reconciliations for all other bank accounts, including LGIP, Trust and Agency and Blackberry Jam Festival
3. Monthly review of budget to actual revenues and expenditures.
4. Quarterly balance sheet tie-out and reconciliation to subsidiary ledgers.
5. Other technical support, billed as appropriate.

Audit Preparation

1. Review of the revenues and expenditures compared to the adopted budget.
2. Reconciliation of the June 30th balance sheet accounts for both fund basis and modified accrual basis financial statements.
3. If necessary, preparation for a Single Audit (audit of expenditures of federal awards).
4. Lead staff through the audit team's on-site fieldwork visits.
5. Report drafting in coordination with the audit firm for final issuance on or before December 31st deadline.
6. Presentation and work sessions with the City Council, as requested.

All work papers and reports must be retained by the Accountant for a minimum of five (5) years, unless notified in writing by the City of the need to extend the retention period. Working papers will be made available, upon request, to the City of Lowell.

As part of the overall contract, the City expects to receive from the Accountant a variety of technical assistance throughout the fiscal year. This assistance would include answers to accounting, reporting, or internal control questions.

AGREEMENT FOR LAW ENFORCEMENT SERVICES

CITY OF LOWELL/CITY OF OAKRIDGE

THIS AGREEMENT is made and entered by and between the CITY OF LOWELL hereinafter called Lowell, a municipal corporation of the State of Oregon, and the CITY OF OAKRIDGE, hereinafter called Oakridge, a municipal corporation of the State of Oregon.

WITNESSETH

WHEREAS, Lowell is desirous of contracting with Oakridge for the performance of the hereinafter described law enforcement functions within the boundaries of Lowell by Oakridge thereof, and;

WHEREAS, Oakridge has agreed to tender such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of ORS 190.010.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **TERM:** The term of this agreement shall be 12 months, commencing July 1, 2019 and terminating June 30, 2020.
2. **COMPENSATION:** Lowell shall pay to Oakridge for such law enforcement services as provided herein as follows:
 - a. Costs for this period. Payments shall be made in equal installments.

<u>FISCAL YEAR</u>	<u>AMOUNT</u>	<u>HOURS</u>	<u>HOURLY RATE</u>
July 1, 2019 - June 30, 2020	\$28,123.20	480	\$58.59

- b. In the event an incident within Lowell requires extraordinary police services above and beyond the typical investigation and causes the hours to be performed on behalf of Lowell to exceed the 40-hour month average, Lowell shall pay for such services at the established hourly rate listed above. Prior to any payments being made under this subparagraph, the City Administrator shall review the time involved in the investigation and jointly agree on the additional amount of compensation which should be due.
 - c. Additional hours may be requested by Lowell to cover special events or patrols. Such requests shall be made in writing to Oakridge no less than 30 days prior to the event or patrol. Oakridge shall make reasonable accommodations to cover these additional hours. Unless prior arrangements are made and agreed to by both parties in writing, Lowell shall pay for such services at the hourly rate listed above.

3. **POLICE RESPONSIBILITIES:** Oakridge agrees to provide police protection within the corporate limits of Lowell to the extent and in the manner herein set forth. The police services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by a city police department. Such services shall include enforcement and investigations involved in the field of public safety, criminal law enforcement, or related fields within the legal power of the Chief of Police to so provide and shall be provided in conformance with the standards generally accepted within the policing profession. The Oakridge Police shall:
 - a. Provide enforcement of State Statutes and Lowell Ordinances regarding criminal offenses and Oregon Vehicle Code Violations.
 - b. Provide enforcement of all other Lowell ordinances which by their nature are generally enforceable by police action on a call basis, responding to Lowell staff or resident complaints of ordinance violations, but generally no ordinance enforcement by random patrol.
 - c. Provide a 10-hour weekly patrol (average 40 hours per calendar month) of Lowell in marked police vehicles, with at least one patrol more than 4 hours. Travel time shall be charged at a rate of 30 minutes total per roundtrip to Lowell. Administrative hours will be included in the 40 total hours to include investigative reports and other administrative duties as needed.
 - d. Patrol schedule shall be provided a minimum of two-weeks in advance to the Lowell City Administrator to allow time for planning traffic control, crime prevention and code enforcement activities.
 - e. Provide a written report to Lowell on or before the 8th day of each month setting forth the actual number of calls for service and number of citations and arrests for the previous month. The Chief of Police or his designee shall attend any and all meetings concerning policing issues as requested by Lowell. Example of report is included as Attachment 1.
 - f. Make available for the performance of the duties herein properly supervised officers, certified by the Oregon Department of Public Safety Standards and Training (except as to reserve officer/cadets), and furnish and supply all other necessary labor, supervision, equipment, communications facilities, and supplies to maintain the level of services to be rendered hereunder.
4. **PERSONNEL:** The rendition of such service, standards of performance, the discipline of officers, and other matters incident to the performance of such services and control of personnel so employed shall remain solely with the City of Oakridge.
 - a. With the exception of police department reserves, all personnel employed in the performance of such services pursuant to this agreement shall be Oakridge employees and all persons employed hereunder shall have City pensions, salary, workers compensation and any status or rights under the provisions of City employment paid for by Oakridge.

- b. Lowell shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Oakridge personnel performing services hereunder for Lowell or any liability other than that provided for in this agreement. Except as otherwise herein specified, Lowell shall not be liable for compensation or indemnity to any Oakridge employee for any injury, or sickness arising out of his or her employment.
5. **COURT:** It is mutually agreed that all arrests for felony crimes or other misdemeanors, except those cited under Lowell Ordinance 273 which may be cited into the Lowell Municipal Court, will be presented to the District Attorney for Lane County, State of Oregon, for trial in the appropriate court of jurisdiction, and the court of jurisdiction will be entitled to all portions of fines, forfeitures, etc. normally retained by them. All violations of Oregon Vehicle Code and ordinance violations committed within the incorporated limits of Lowell will be cited to appear in the Lowell Municipal Court, Lane County, Oregon, or such other court as has jurisdictions over the offense cited. Oakridge will provide a bailiff for the Lowell Municipal Court who shall be present whenever the Court is in session. An Officer schedule to testify at Court may serve as Bailiff. Bailiff time will be accounted for separately from patrol time and will be paid for at the established rate from Court revenues. A minimum of one hour will be charged for each Court session. Required Court appearances by Officers, above and beyond Bailiff duty will also be accounted for separately and paid from Court receipts. All net revenue generated and retained by the Lowell Municipal Court will be divided equally with the City of Oakridge, to assist in covering additional costs of services. Lowell will segregate funds received and record them into a liability account. Court Revenue will be accounted for as follows on a quarterly basis:
 - a. From Gross Receipts, all Statutory Assessments, including the Court Administration Surcharge will be deducted and paid from the liability account.
 - b. From Gross Receipts, direct Court costs for the Judge and any other required personnel services, including but not limited to City Attorney and Interpreter, if required, plus 10% Court Administrative Costs in addition to previous year Court Administration Surcharge and will be deducted for payment to the City of Lowell.
 - i. From Gross Receipts, Bailiff costs and additional costs for Officers to appear in Court, will be deducted for payment to the City of Oakridge.
 - ii. The remaining net revenue will be divided equally between Lowell and Oakridge.
 - iii. Within 30 days of the end of each fiscal year quarter, a check will be written from the Trust and Agency Account to the City of Lowell for costs identified in b above plus Lowell's share of net receipts.
 - iv. Within 30 days of the end of each fiscal year quarter, a check will be written from the Trust and Agency Account to the City of Oakridge for costs identified in c above plus Oakridge's share of net receipts.
6. **DISPUTE RESOLUTION:** Specifically, the Administrators shall attempt to resolve any disputes between the cities concerning the terms of this agreement and the performance thereof and may recommend that the cities enter into mediation or arbitration if the Administrators are unable to resolve a dispute matter. The type and quality of service shall be reviewed annually by the respective councils.

7. **TERMINATION:** This agreement may be terminated by either city at any time upon giving two (2) months written notice of their intent to do so. Further, if the City of Lowell receives a UHP COPS Grant the contract will be adjusted as needed.

8. **HOLD HARMLESS:** The parties hereby covenant and agree to hold and save each other, their officers, agents and other employees, harmless from all claims whatsoever, including attorney's fees and costs, by reason of any act or omission of each city, its officers, agents, or employees. Oakridge will provide Lowell a certificate of insurance indicating the City of Oakridge carries an insurance policy providing liability insurance for its Police Department and any contractual arrangements with other agencies.

9. **MISCELLANEOUS:**
 - a. Any amendments or modification hereto shall be made in writing as approved by respective councils.

IN WITNESS WHEREOF, this instrument has been executed in duplicate pursuant to resolutions heretofore duly and legally adopted by each of the parties hereto.

CITY OF OAKRIDGE

CITY OF LOWELL

 Kathy Holston, Mayor Date

 Don Bennett, Mayor Date

ATTEST:

 Kevin Martin Date
 Chief of Police

 Jared Cobb Date
 City Administrator



Code Enforcement
Policy and Procedures Manual

I. MISSION

Code Enforcement's mission is to enhance Lowell's livability by protecting the health, safety, and environment of the City's residents and visitors, by assuring compliance with the City's land use, environmental, and construction codes. The City will assure code compliance both by encouraging voluntary compliance and by following progressive steps, including legal action for code violators.

II. PURPOSE

The purpose of the City of Lowell's Code Enforcement Policy and Procedures Manual (hereafter "manual") is to provide written guidelines for:

- The prioritization of code enforcement cases;
- Investigation of code violation complaints;
- Enforcement of City codes through voluntary compliance;
- Prosecution of code violators who do not comply;
- Assessment of fines and penalties to code violators; and
- Recovery of the City's investigation and enforcement costs.

These written guidelines are intended to assure consistency within the City's Code Enforcement program and to educate the City's citizens and property owners about code enforcement.

III. CODE ENFORCEMENT PHILOSOPHY

The City's policy is to achieve compliance with City codes in cases of reported and discovered code violations. However, not all violations have the same degree of severity. As such, the City has established through this manual priority ranking and procedures. The intent is to allow the level of enforcement that best fits the type and circumstances of the code violation(s) within clear and objective criteria, consistent with the established priorities, and maximize available resources. It is the City's policy that code enforcement follows the priority ranking set forth in this manual.

IV. PRIORITIES FOR CODE ENFORCEMENT

It is the City's policy to investigate and attempt to resolve all reported and discovered code violations. There may be times when code violations cannot be given the same level of attention, when some code violations may receive no attention at all, or when the City may be unable to carry out the proactive code enforcement activities outlined in this manual. In such circumstances the most serious violations, as determined through application of the priorities and criteria in this section will be addressed before the less serious violations are addressed, regardless of the order in which the complaints are received. However, complaints alleging both priority and non-priority violations may be processed together to maximize efficiency.

A. Priority Cases. The Council has established the following priorities.

1. Violations that present an imminent threat to public health and safety or the

- environment;
- 2. Violations affecting storm drainage, wetlands and/or adjacent areas;
- 3. Building code violations consisting of non-permitted construction or \or failure to meet conditions and requirements of permits;
- 4. Land Use and Zoning violations; and
- 5. Multiple complaints received on the same property;

B. Non-Priority Cases. Complaints alleging code violations that do not fall within the priority rankings above will be processed in the order in which the complaints are received, and as resources allow.

Exception. At the discretion of Code Enforcement staff, complaints may be processed in any order that maximizes efficiency. Complaints concerning a particular type of code violation (e.g., occurring in a particular geographic area) may be processed together, regardless of the order in which the complaints are received.

C. Enforcement Levels.

- 1. Obtaining voluntary compliance.
- 2. Citation and prosecution of infractions in Municipal Court.
- 3. Physical abatement by City employees or agents.
- 4. Stop work order (when applicable).
- 5. Permit revocation (when applicable) and withholding additional permits.

D. Criteria for Establishing Priority and Choosing Level of Enforcement. Code violation cases not normally listed as priority may be moved to priority status if they have one or more of the following aggravating circumstances:

- 1. The actions leading to the violation(s) were deliberate;
- 2. The violation causes economic harm to individuals or the City as a whole;
- 3. The alleged code violator is receiving significant economic benefit from the continuing code violation;
- 4. The physical size or extent of the violation is significant;
- 5. The violation has existed uncorrected for a significant period;
- 6. There is a previous history of complaints and code enforcement on the subject property and/or with the alleged code violator;
- 7. There is community interest in the violation expressed by the receipt of multiple complaints from separate individuals or by a complaint by a citizens group;
- 8. The relative benefit of code enforcement outweighs its cost (e.g. correction should be quick and inexpensive to accomplish);
- 9. After reasonable efforts have been made, there is little likelihood of obtaining voluntary compliance (contacted twice with no response or citizen refuses to acknowledge city authority);
- 10. Is flagrant and visible to the public.

V. APPLICABILITY

A. General Applicability. This manual applies to all code enforcement carried out by City employees and agents. Except as otherwise provided, the policies and procedures in

this manual apply to all alleged code violations.

B. New Policies and Procedures Applicable on Effective Date of Manual. On and after the effective date of this manual and within available Code Enforcement resources, the City will undertake a number of procedures for proactive code enforcement. These procedures include:

1. Timely and regular follow-up by City staff for compliance with conditions and requirements for permits and approvals;
2. Reporting by City staff of code violations observed while conducting City business;
3. Stop Work Orders for work on property without permits or approvals;
4. Revocation of permits and approvals for failure to comply with requirements or conditions;
5. Restriction on issuance of permits on property with uncorrected code violations; and
6. Cooperation with other agencies to terminate service, to the extent authorized by law, to non-permitted uses on property.

C. Non-Applicability to Covenants, Conditions and Restrictions. Many subdivisions and planned communities are subject to private, recorded covenants, conditions and restrictions (hereafter "CC & R's"). For example, CC & R's may regulate height, size or appearance of structures, or the method of storing recreational vehicles. The conditions and restrictions included in CC & R's are generally enforceable through private legal action. The City does not enforce private CC & R's; however, City regulations supersede CC & R's.

VI. INITIATION OF CODE ENFORCEMENT

Code Enforcement will be initiated by the following methods:

A. Citizen Complaints. Any person can make a complaint to the City alleging one or more code violations.

1. **Complaint Form.** A citizen must file a complaint on a City complaint form. The form is available at the City Hall and on the City website. Citizens may attach a supplemental information sheet to the form provided by the City.
2. **Anonymous Complaints.** Anonymous complaints will be accepted, but may or may not be investigated at the discretion of the City Administrator or designee depending on the following factors:
 - a. The reliability of the complaint;
 - b. Whether the complaint alleges an imminent threat to public health and safety or to the environment; and
 - c. The ease or difficulty with which the complaint may be verified by City staff.
3. **Confidentiality.** The City's policy is to maintain the confidentiality of Code Enforcement complaint files and computer records, including the identity of the complainant, to the extent legally possible. In addition, the City recognizes that some complainants do not wish to have their names disclosed to the alleged code

violator for fear of retaliation. However, in some cases it may be necessary for successful prosecution and enforcement for the complainant to be identified and to testify in court. Additionally, the City's Code Enforcement files are subject to state statutes governing public records and disclosure.

B. Observations by Code Enforcement Staff. Code Enforcement staff shall document, in the Code Enforcement records, any potential code violations observed on property that is the subject of their current investigation. They may also document code violations observed on any property in the same vicinity as the subject property, which violations are observable from the subject property. Such violations then shall be prioritized for investigation according to this manual.

C. Permit/Approval/Conditions Monitoring by Enforcement Staff. The City issues land use, environmental, engineering, and building permits with a variety of requirements, conditions, and timelines. For example, a land use approval may require landscaping the site by a certain date, or building permits expire if construction progress and inspections are not made within certain periods. Code violations occur when these permits, approvals, or conditions are not met in a timely manner.

Planning and Code Enforcement staff shall monitor conditions of approval and similar permit requirements for permits and approvals for which the decision is issued, as time and resources allow.

D. Report by City Staff. In many cases, City staff may be in a unique position to observe potential code violations. For example, the Building Inspector may be the only person able to observe new construction for which there is no permit. The City's policy is that all City staff may report to the Code Enforcement staff possible code violations they observe while conducting City business. Reports by City staff under this subsection shall be made on a complaint form and shall be processed by priority ranking.

E. Report by City Council. A member of the City Council may report a potential code violation or may request that Code Enforcement staff investigate a citizen report of a potential violation. The Council member shall complete a complaint form, submit a written memorandum concerning the alleged violation to be attached to a complaint form, or report the violation at a regular City Council meeting.

VII. RECORDING COMPLAINTS, OPENING FILES AND TIMELINES

A. Recording Complaints. To the extent possible, all complaints received shall be recorded in the City Code Enforcement records. Recording the complaint shall consist of assigning the complaint a case number and entering into the record the following information:

1. Case Number;
2. Complainant's name and telephone number;
3. The subject property address; and
4. Type of complaint.

B. Opening a File. After a complaint is assigned a number and recorded, a file shall be opened. The file is the official record of complaint and its investigation and resolution. The file shall contain the following:

1. The complaint form;
2. A map;
3. An investigation worksheet;
4. Assessor's information on the subject property;
5. The name of the staff member or City representative assigned to the case; and
6. Photographs or other exhibits that support the complaints.

C. Projected Timeline. When a file is opened, and before an investigation begins, Code Enforcement staff shall establish a projected timeline for investigating the complaint. This timeline is based on consideration of the following criteria:

1. The type of alleged violation and estimated time to bring property into compliance;
2. Priority ranking of the violation(s);
3. Current enforcement caseload; and
4. Current workload in other enforcement divisions that may assist in, or be assigned to, the investigation.

VIII. INVESTIGATION

A. Establishing the Elements of a Violation. Before a notice of violation is sent, it must be determined whether the complaint, if valid, established a code violation. If it does not, the case will be closed.

Code Enforcement staff, with the assistance of the other City staff and/or legal counsel, and after any necessary field investigation, shall determine if the following elements have been established:

1. Jurisdiction. The property upon which the alleged code violation has occurred must be land over which the City has jurisdiction.
2. Zoning. Zoning of the subject property shall be determined.
3. Permit Status. The status of any land use, environmental health, engineering and/or construction permits on the subject property shall be determined.
4. Property Ownership. All persons with a recorded legal interest in the subject property should be identified from the Assessor's records and they may include the owners, contract purchasers, lessees, and lien holders or other security interest holders.
5. Other Responsible Persons. In addition to the persons listed in # 4 of this section, any other persons potentially responsible for the alleged code violation(s) shall be identified. These persons could include tenants, land developers, and contractors.
6. Identification of Applicable Code Provisions. Code Enforcement staff, with the assistance of other City staff and legal counsel as necessary, shall identify the pertinent provisions of the City codes that may have been violated according to the complaint.
7. Alleged Violation Occurred or is Occurring. A complainant may allege a code

violation that occurred in the past (e.g., construction without permit); that occurs intermittently (e.g. basketball hoops placed in public right-of-way); or is ongoing (e.g. non-permitted commercial activity in a residential zone). Code Enforcement staff shall determine whether there are reasonable grounds to believe that the alleged violation did occur or is occurring. If a violation cannot be verified in a reasonable period, the case may be closed.

8. Prior Complaint History. Code Enforcement staff shall examine past records to determine the existence and status of any prior or existing code violation complaints on the subject property or concerning the alleged violator.

B. Assignment of Investigation and Enforcement Responsibility. Responsibility for field investigation and code enforcement will be assigned to City staff with the expertise in that particular field. For example, alleged violations of building codes are best investigated and resolved by the City's Building Inspector with their special license and experience. However, all code enforcement activity will be coordinated with Code Enforcement staff, and all notices of violations, voluntary compliance agreements, and citations will be coordinated by Code Enforcement staff.

The following criteria shall be used for assignment of responsibility:

1. The nature of the code violation(s) alleged in the complaint;
2. The knowledge and expertise needed to investigate the alleged violations;
3. The history of prior code enforcement on the subject property or with the alleged violator; and
4. The type and status of permits and approvals on the subject property.

C. Field Investigation. The purpose of field investigation is to:

1. Verify the existence and severity of a code violation.
2. Document code violations by means of written notes, photographs, witness interviews, etc. If a violation is visible, any investigation that establishes such violation, or confirms there is no violation, shall include pictures. The report shall include any measurements made and where they were made.
3. Obtain supporting evidence, such as name and statements of potential witnesses.
4. If possible, contact and discuss with the property owner, occupant or other responsible person:
 - a. The nature of the violation(s);
 - b. Methods for complying;
 - c. Timelines for compliance;
 - d. Enforcement procedures; and
 - e. Potential consequences for failure to comply.

D. Preparations and Precautions. Staff shall take whatever actions are reasonable and necessary to minimize any potential risk of violent confrontation or injury to themselves or others when conducting their field investigation:

1. Law Enforcement Assistance. When appropriate, Code Enforcement staff or other assigned staff will contact law enforcement to determine if there have been criminal complaints or investigations concerning the subject property of alleged code violator, and whether, in the opinion of law enforcement, a field investigation might present any threat to the safety of staff, the alleged code violator, or other persons present

during a field investigation. Staff may request law enforcement assistance in conducting the field investigation and may postpone such investigation until law enforcement assistance is available.

2. Announced/Unannounced Field Visits. At the discretion of Code Enforcement staff or other assigned staff, a field visit to the vicinity of the subject property may be conducted with or without prior notice to the property owner, occupant, or alleged code violator. The determination of whether to give prior notice shall be made on the basis of the following criteria:
 - a. The nature of the alleged violation;
 - b. Whether prior notice will make detection and documentation of the alleged violation more difficult; and
 - c. Whether prior notice will unnecessarily increase the risk of violent confrontation or injury to staff.
3. Entering Upon Property or Premises. Code Enforcement staff and other assigned staff shall not enter upon private property or premises to conduct a field investigation without authority to enter.

Code Enforcement staff may enter un-posted property to seek permission to investigate on the premises. Unless permission is granted, the investigation shall be conducted from public roads or property where permission to enter has been granted. If Code Enforcement staff or other assigned staff does not have permission or other authority to enter upon the property or premises, and entry is necessary to conduct the investigation, staff shall consult with City's Municipal Court Judge about obtaining an administrative search warrant.

4. Report of Field Investigation. Upon completion of the field investigation, Code Enforcement staff or other assigned staff will enter the information into the Code Enforcement records. The report shall include the following information:
 - a. Name of Investigator;
 - b. Date, time and place of field visit;
 - c. Code violation(s), if any, observed; if no code violation(s) is observed, an explanation of conditions observed;
 - d. Witnesses, if any, interviewed;
 - e. Evidence obtained, if any, (photographs, measurements, etc.);
 - f. Documented discussions, if any, with owners, occupants or other responsible persons;
 - g. Action necessary to correct violation;
 - h. Recommended enforcement action and timeline; and
 - i. Referrals, if any, to other agencies such as social services, state agencies, etc.

IX. ENFORCEMENT PROCEDURES

B. Notice of Violation for all Levels of Enforcement

1. When Sent. When Code Enforcement staff or other assigned staff determines there are reasonable grounds to believe a violation did or does occur, based upon

the information in the complaint and any field investigation, notice shall be sent by the appropriate staff. The initial notice may be provided by means of personal contact with the violator and/or an informal "door hanger" left on the property.

2. To Whom Sent. Written notice shall be sent to each person who is or may be legally responsible for the alleged violation. A separate notice shall be sent to the subject property owner(s).
3. How Sent. Written notices shall be sent by certified mail, or as indicated in the correlating ordinance, to the best available address for the property owner(s) and other responsible person(s).
4. Follow-up. The date in the notice for corrective action shall be entered in the enforcement records. After the deadline, if Code Enforcement staff determines the required corrections have not been made and a Voluntary Compliance Agreement has not been signed, the following actions may be taken: (a) citation issued for alleged violation and/or (b) abatement action initiated.
5. Compliance. If Code Enforcement staff determines that required corrections have been made, the date and method of compliance shall be noted in the file and the case shall be closed.
6. Corrective Action. In some cases, corrective action may consist of both applying for and obtaining necessary permits or approvals. In such cases, the permit or approval application alone will not be sufficient to assure compliance. The alleged violator must follow through with the application process to obtain the necessary permit or approval.

In cases where code compliance requires both applying for or receiving a permit or approval, code enforcement shall continue until all necessary permits or approvals are granted or until they are denied and code compliance is obtained through other means.

- a. Where the required corrective action consists of both applying for and obtaining permits or approvals, Code Enforcement staff, in consultation with other appropriate staff, shall determine a reasonable time frame for applying for or obtaining the necessary permits or approvals.
- b. If at any time during the process for obtaining necessary permits or approvals the alleged violator fails to meet the reasonable timelines established under this section, and such failure does not result from the actions of others, Code Enforcement staff shall arrange for a citation to be issued.
- c. If the alleged code violator is not granted the necessary permits or approvals, Code Enforcement staff shall arrange for a citation to be issued.
- d. If the code violator has applied for permits, they cannot continue to actively violate the code while awaiting issuance of the permits or be allowed to operate outside conditions of what a permit may typically approve.

C. Limited Time Frames. Listed below are some of the timelines set by ordinances for

resolution of complaints monitored by Code Enforcement staff.

Type of Violation	Deadline
Building without a permit	Stop Work Order
Creation of hazard on public property or in right-of-way	Immediate
Noise disturbance	Immediate
Camping on public property	Immediate
Open burning violation	Immediate
Alcohol consumption on public property	Immediate
Abandoned vehicles on public property or in right-of-way	72 hours
Large vehicle or RV parking on public property or in right-of-way	72 hours
Nuisances affecting public health, safety, or peace	10 days
Noxious vegetation	10 days
RV occupancy without a permit	14 days

D. Voluntary Compliance Without Penalty. It is the City’s policy to encourage voluntary code compliance by providing responsible persons the opportunity to correct the violation with little or no penalty. Voluntary compliance generally is less expensive for all parties and of a more satisfactory and lasting nature than involuntary compliance. Violators shall enter into a written agreement that establishes a timeline for correcting the violation. Notwithstanding this policy, allowing code violators the opportunity to voluntarily comply outside reasonable time limits may actually result in delaying compliance. Therefore, it is the City’s policy to limit the time frame during which code violators may come into voluntary compliance with little or no penalty.

1. Limited Opportunities. Voluntary compliance without penalty or cost recovery will not be allowed where the alleged violation is a repeat offense either on the

subject property or by the code violator, or where the original violation was not corrected following prior code enforcement action.

2. Time Extended by Voluntary Compliance Agreement. Following issuance of a notice of violation, the deadline set by ordinance may be extended for a limited duration if the alleged violator admits the violation(s) and enters into a “Voluntary Compliance Agreement”. The extended deadline shall be determined on a case-by-case basis contingent upon Code Enforcement workload and budget, effort already made by a violator to correct the violation, severity and extent of violation, whether the violation is a repeat offense, etc. The agreement shall provide that, in exchange for the extended time for voluntary compliance, the alleged violator agrees to abate the violation(s) by a specific time, and to waive hearing and consent to judgment against him/her if voluntary compliance is not obtained during the extended time allowed by the City and a citation is issued. Minor violations that do not meet the priority criteria and can be corrected within a ten-day period may be granted an extension if a written request is submitted by the violator stating the specific date violation will be corrected.

E. Citation and Complaint.

1. Voluntary Compliance. Where voluntary compliance cannot be obtained within the timelines established by ordinance and/or in a Voluntary Compliance Agreement, a citation may be issued.
2. Field Investigation Required. No citation shall be prepared unless and until a field Investigation has verified the existence of a code violation.
3. Forms. All citations shall be on a Uniform Citation and Complaint and shall contain the information required under ORS 153.048.
4. Service. All citations shall be served by Code Enforcement staff or law enforcement on the person named in the complaint.
 - a. Within City Limits. Personal Service on persons located within Lowell city limits will be attempted three (3) times and, if unsuccessful, may be sent by certified mail, return receipt requested and restricted delivery.
 - b. Elsewhere in Oregon and outside Oregon. Service on a person residing in another Oregon county or outside Oregon will be notified by certified mail, return receipt requested and restricted delivery.
 - c. Return of Service. Code Enforcement staff shall assure that a return of service for each citation has been received before the citation is filed in court.
 - d. Failure to Obtain Service. If personal service cannot be obtained after three (3) attempts, the citation shall be returned to Code Enforcement staff for a determination of whether and when further service attempts are appropriate, or whether another method of enforcement should be pursued.
5. Setting Arraignment. The date for arraignment in the citation shall be the first available Municipal Court date that allows the person cited a reasonable time to

respond to the complaint and takes into account the Municipal Court schedule for Code Enforcement cases.

6. Arrestment. The purpose of arrestment is to:
 - a. Allow the defendant to enter a plea to the citation;
 - b. Resolve any jurisdictional issues;
 - c. Set a trial date if the plea is not guilty; and
 - d. If the plea is guilty, allow the defendant and Code Enforcement staff the opportunity to provide information to the court regarding sentencing.

City legal counsel shall not represent the City at arrestment unless the defendant has legal counsel present.

7. Bail. Bail amounts for City code infractions shall be set in a bail schedule adopted by the City for the City of Lowell.
8. Default. If the defendant fails to appear at arrestment, Code Enforcement staff may request that the judge enter a default judgment in favor of the City and impose a fine against the defendant.
9. Trial. If the defendant pleads not guilty to the allegations in the citation, Code Enforcement staff shall request that the judge set the matter for trial at the earliest available date.
10. Burden of Proof. The City has the burden of proving at trial, by a preponderance of the evidence, the allegation in the citation and complaint.
11. Responsibility of Code Enforcement Staff. At trial, the responsibility of the Code Enforcement staff is to coordinate the prosecution of cases by arranging for the appropriate staff to present evidence, call witnesses, and offer any relevant documents and other exhibits in support of the citation.
12. Appearance by City Legal Counsel. City legal counsel shall not represent the City at trial unless the defendant is represented by legal counsel at trial.
13. Citation not Exclusive. In addition to issuing a citation, other levels of enforcement may be initiated by the City.

F. Physical Abatement by City

1. Abatement Procedure. Where voluntary compliance cannot be obtained within the timelines established by ordinance and/or in a Voluntary Compliance Agreement, the City may physically abate the violation following the procedures established by the Lowell Revised Code.
2. Assessment of Costs. When the City finds it necessary to physically abate a violation, costs shall be assessed following the procedure established by the Lowell Revised Code.
3. Physical Abatement not Exclusive. In addition to physical abatement by the City,

other levels of enforcement may be initiated by the City.

- G. Options for Disposition.** The following shall apply whenever a code violator brings his or her property into compliance after Notice of Violation and during the Code Enforcement process:

Timing of Compliance	Disposition
After complaint/before field investigation.	File closed, no cost recovery.
After field investigation/before notice.	File closed, no cost recovery.
After notice/voluntary agreement before citation.	File closed, no cost recovery.
After citation/before arraignment.	Recommend reduced fine or dismissal.
After arraignment/before trial.	Recommend fine and/or bail forfeiture, cost recovery, double fees where applicable.
At time of trial.	Recommend maximum fine and/or bail forfeiture, cost recovery, double fees where applicable.

X. FINES

- A. Schedule.** The schedule of maximum fines for city code infractions is set forth in ORS 153.018 and further defined by City Ordinances.
- B. Amounts.** If the defendant is convicted, Code Enforcement staff shall request that the judge impose a fine in an amount consistent with the policy and procedures set forth in this manual.
- C. Collection and Distribution of Fines.** All fines imposed by the court for City code infractions and remitted to the City shall be deposited in the City General Fund. Unpaid fines may be sent to collections or placed as a lien against the property on which the violation took place.

XI. RESTRICTING ISSUANCE OF PERMITS FOR PROPERTY WITH UNRESOLVED CODE

VIOLATIONS

In addition to citations and physical abatement by the City the following actions may be taken for unresolved code violations:

A. Stop Work Orders. It is the City's policy to increase code compliance by using stop work orders to the maximum extent allowed by law.

1. Issuance of Stop Work Order. The appropriate staff shall promptly issue a stop work order in the following cases:
 - a. Whenever follow-up of City issued permits and approvals reveals construction, installation and/or land use activity not permitted under the permit or approval; and
 - b. Whenever Code Enforcement staff or other designated staff discover or receive a verified complaint of non-permitted construction, installation, or land use. Staff issuing the stop work order shall promptly notify the Code Enforcement staff. If the stop work order involves a building or structure the Building Inspector shall also be notified. The information will then be entered into to the Code Enforcement records system.
2. Violation of Stop Work Order. If construction, installation, or land use activity continues after the issuance of a stop work order, such activity shall be reported to Code Enforcement staff for further action.

B. Permit Revocation. Certain City ordinances authorize the revocation of permits or approvals for failure to comply with their requirements or conditions. It is the City's policy to maximize code compliance by revoking permits or approvals to the extent authorized by law in appropriate cases. In particular, it is the City's policy to use permit revocation in cases in which corrective action may not be effective in bringing the subject property into code compliance due to the nature of the violation and deliberateness of the code violator's actions to avoid compliance.

1. Report to Code Enforcement. If permit or approval follow-up reveals that the conditions or requirements of a permit or approval have not been met, public works, Building, Planning, or other staff shall inform Code Enforcement staff of such violation and the information shall be entered in the Code Enforcement records.
2. Revocation Procedure. Prior to revocation of a permit, staff in the appropriate division shall determine the following:
 - a. Whether the criteria for permit revocation set forth in the applicable code provisions exist;
 - b. The severity and deliberateness of the deviation from the permit or approval requirements or conditions; and
 - c. Whether compliance can be achieved more effectively through other code enforcement methods.

C. **Double-Fee Permits.** Certain provisions of the code allow the City to charge double the normal fee for permits issued for construction or installation originally performed without required permits. It is the City's policy to maximize the incentives to comply with City codes by double-fees, to the extent authorized by law. Whenever Code Enforcement staff or other staff discovers or receives a verified complaint of non-permitted construction or installation, the information shall be submitted on a complaint form and entered in the Code Enforcement and building permit computer programs. If this is a repeat of the same offense the fee will be doubled.

D. **Restricting Acceptance or Issuance of Development Permits.** In some cases, land use applications, right-of-way permits, building permits, business registrations, or other City applications or permits may not be accepted or may be denied for property upon which there already exist uncorrected City code violations. In some cases, the only effective way to correct or prevent code violations may be to restrict the application for and/or issuance of development permits. This may be used when it is allowed by the governing ordinance. The City will review its current permitting ordinances and make changes to allow for this.

Exceptions: Land use, construction, and/or driveway permits, or renewals or extensions of such permits, sought in order to correct existing City code violations on the subject property, shall be issued if all criteria for issuance are met.

1. **Determination of Existing Violations.** When land use, construction, and/or driveway permits are applied for, or renewals or extensions of such permits are sought, City staff shall determine if there are existing code violations and status of those violations.
2. **Applications for Permits/Approvals with Existing Code Violations.** If review of public works, building, and planning records and/or consultation with Code Enforcement staff reveals the existence of unresolved code violations on the subject property, staff shall not issue permits or approvals, renewals or extensions. Instead, staff shall promptly consult with Code Enforcement Staff to determine whether the permit or approval, or the renewal or extension, is being sought in order to correct the existing code violation(s). Staff shall also refer persons not allowed approvals or renewals or extensions under this subsection to Code Enforcement staff to discuss required corrective action.

If the requested permit or approval, or renewal or extension is determined to be required for code compliance, the application shall be accepted, or the permit or approval issued. The permit will clearly state what must be done to bring property into compliance and include a timeline for compliance.

XII. **ASSISTING ENFORCEMENT BY OTHER REGULATORY OR LICENSING AGENCIES**

In some cases, City code violations also may constitute violations of federal and/or state statutes or administrative rule. For example, surface mining or working within a flood plain or wetlands without City land use approval may also violate federal laws or state statutes and administrative rules. Performing building construction without necessary permits may constitute violations of state statutes and administrative rules governing the conduct of licensed contractors. Code Enforcement staff shall notify other agencies of known violations.

XIII. RESOLUTION OF CODE COMPLAINTS

It is the City's policy to attempt to reach final, satisfactory resolutions of all code violation complaints. However, the City recognizes that not all complaints may be resolved successfully, due to factors outside the City's control. These factors can include the indigence of the code violator, the lack of City or other resources to assist the violators, statutory limitations on potential fines or other penalties for code violations, and the large number of complaints to be resolved. Where the City determines that a code violation may not be successfully resolved within the established reasonable timelines, the file will either be closed, or alternative methods of enforcement may be explored.

A. Outstanding Cases. Code Enforcement shall refer cases to legal counsel to seek additional legal remedies when:

1. Code violation(s) presents an imminent threat to public health and safety or to the environment; or
2. Code violations have not been corrected within the required time period after a defendant's third citation for the same infraction(s) into Municipal Court.

B. File Closure. A code violation complaint will be resolved by file closure in the following cases:

1. When no code violation is found after investigation;
2. When there is voluntary compliance;
3. When the property owner and/or other responsible person has been convicted of an infraction and has corrected the violation(s);
4. When investigation and prosecution of the violation(s) have been completed by a federal or state agency to which the City deferred code enforcement; or
5. When it is determined, by the City Administrator or designee, that the code violation(s) are not likely to be successfully resolved within a reasonable timeline, due to factors outside City control.

C. Notice of Resolution. The City will note the reason for file closure and also send written notice to the complainant when the complaint is resolved, describing the resolution.

D. Follow-up. For cases with extenuating circumstances, Code Enforcement staff will conduct a follow-up site inspection six months after file closure to ensure the offense has not re-occurred.

E. Alternate Methods of Resolution. The City may explore alternate methods to resolve code violations, fines, and liens.

XIV. FILE MAINTENANCE

Code Enforcement files, including building and public works records, are the official records of the City. As such, the files and records shall be maintained pursuant to the rules of the Secretary of State for maintenance of official records.

XV. SAVING CLAUSE

Should any portion of this Manual be rendered ineffective by a Court of competent jurisdiction, the remaining parts shall remain in full force and effect.

XVI. ADOPTION OF POLICIES

The City Council may alter these policies at any time, including rectifying any portion as necessary to accommodate changes in applicable statute and/or regulations.

The policies contained herein have been adopted by Resolution 724 consistent with the authority of the City Council of Lowell, at a Council meeting held July 16, 2019.

ATTACHMENT 1: FY 2019-20 CITY OF LOWELL PAY SCALE

MONTHLY / YEARLY / HOURLY PAY SCALE AMOUNTS

Employee Position	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
City Administrator	Negotiated under Employment Contract									
Public Works Director	\$ 3,886.13	\$ 4,080.44	\$ 4,284.46	\$ 4,498.69	\$ 4,723.62	\$ 4,959.80	\$ 5,207.79	\$ 5,468.18	\$ 5,741.59	\$ 6,028.67
	\$ 46,633.60	\$ 48,965.28	\$ 51,413.54	\$ 53,984.22	\$ 56,683.43	\$ 59,517.60	\$ 62,493.48	\$ 65,618.16	\$ 68,899.07	\$ 72,344.02
	\$ 22.42	\$ 23.54	\$ 24.72	\$ 25.95	\$ 27.25	\$ 28.61	\$ 30.04	\$ 31.55	\$ 33.12	\$ 34.78
City Clerk	\$ 2,981.33	\$ 3,130.40	\$ 3,286.92	\$ 3,451.27	\$ 3,623.83	\$ 3,805.02	\$ 3,995.27	\$ 4,195.04	\$ 4,404.79	\$ 4,625.03
	\$ 35,776.00	\$ 37,564.80	\$ 39,443.04	\$ 41,415.19	\$ 43,485.95	\$ 45,660.25	\$ 47,943.26	\$ 50,340.42	\$ 52,857.45	\$ 55,500.32
	\$ 17.20	\$ 18.06	\$ 18.96	\$ 19.91	\$ 20.91	\$ 21.95	\$ 23.05	\$ 24.20	\$ 25.41	\$ 26.68
Utility Worker	\$ 2,600.00	\$ 2,730.00	\$ 2,866.50	\$ 3,009.83	\$ 3,160.32	\$ 3,318.33	\$ 3,484.25	\$ 3,658.46	\$ 3,841.38	\$ 4,033.45
	\$ 31,200.00	\$ 32,760.00	\$ 34,398.00	\$ 36,117.90	\$ 37,923.80	\$ 39,819.98	\$ 41,810.98	\$ 43,901.53	\$ 46,096.61	\$ 48,401.44
	\$ 15.00	\$ 15.75	\$ 16.54	\$ 17.36	\$ 18.23	\$ 19.14	\$ 20.10	\$ 21.11	\$ 22.16	\$ 23.27
Librarian	\$ 2,600.00	\$ 2,730.00	\$ 2,866.50	\$ 3,009.83	\$ 3,160.32	\$ 3,318.33	\$ 3,484.25	\$ 3,658.46	\$ 3,841.38	\$ 4,033.45
	\$ 31,200.00	\$ 32,760.00	\$ 34,398.00	\$ 36,117.90	\$ 37,923.80	\$ 39,819.98	\$ 41,810.98	\$ 43,901.53	\$ 46,096.61	\$ 48,401.44
	\$ 15.00	\$ 15.75	\$ 16.54	\$ 17.36	\$ 18.23	\$ 19.14	\$ 20.10	\$ 21.11	\$ 22.16	\$ 23.27
Maintenance Worker	\$ 1,944.80	\$ 2,042.04	\$ 2,144.14	\$ 2,251.35	\$ 2,363.92	\$ 2,482.11	\$ 2,606.22	\$ 2,736.53	\$ 2,873.36	\$ 3,017.02
	\$ 23,337.60	\$ 24,504.48	\$ 25,729.70	\$ 27,016.19	\$ 28,367.00	\$ 29,785.35	\$ 31,274.62	\$ 32,838.35	\$ 34,480.26	\$ 36,204.28
	\$ 11.22	\$ 11.78	\$ 12.37	\$ 12.99	\$ 13.64	\$ 14.32	\$ 15.04	\$ 15.79	\$ 16.58	\$ 17.41



Parade Route & Venue Locations

